

ferring to the past; wherein they have shewn a desire to be as lenient and fair as possible, what arrangements can we hope to make for payments in future on switchboard account? It simply amounts to this—if we cannot make such terms of payment that will not only allow us to meet those payments when due, but also provide for other amounts which we were compelled this summer to borrow, on account of exceptional expense (from sources already explained in former letter), and which fall due now and six months hence. If we cannot make such arrangements, then it were better for the Ericsson Company to exercise the authority they possess, with the object of repossessing switchboards. . . . I realize that some time ago, I asked you not to press us for notes on switchboard account, until settlement was made on general account, and that the above looks like side-stepping, but at that time it appeared reasonable to suppose, that in perhaps October, make a note with reason to believe it would be met when due.”

On October 11th, 1910, the plaintiffs wrote to Reece in part, as follows: “The situation as you remember Mr. Reece is this. When you were in Buffalo you agreed for your company with Mr. Smith, and with me for our company, to pay us \$400 on the switchboard, we in turn on receipt of this payment to release our lien against the board. Now, you were to give us notes in payment of this, due at certain periods. From time to time you have written us about this and we have extended the time of payment and not demanded notes. This has run on a long time, however, and we feel that now you should give us the notes asked for. In fact, this is insisted upon by the company. Now, as stated before, the company wants to give you every opportunity to take care of this without embarrassment, therefore, what we propose to do is that you sign the enclosed note for \$400 in this instance we have made it one note instead of several—which you will note is due in ninety days from date of this letter, although the note is dated at the time we reached this conclusion,” etc.

Getting no reply the plaintiffs wrote to Reece, care of the defendant company, again on 19th October, and again on November 1st. I quote from this letter: “The matter of your company’s account has just been called to my attention, and I am at a loss to understand why you do not carry out your agreement and send us the notes as promised. Mr.