Atlantic National Bank
Providence, R.I.

April 1st, 1910.

Edwin S. Cramp, Esq.,
127 East 61st Street,
New York City.

My dear Mr. Cramp:-

Your letter of the 31st just received.

I am sorry to say that I did not receive the previous letter you mention as having sent to Boston.

I can meet you in either Boston or Providence as will suit your convenience. Not hearing from you I shall be in Boston on Wednesday and Thursday, or can meet you in Providence on either of those days, or on Friday and Saturday.

Trusting you will suit your own convenience, I am

Very truly yours,

Robt. E. Brading

April 1st, 1910.

Edwin S. Gregg, Esq.,

127 East 61st Street,

New York City.

My dear Mr. Gregg:-

Your letter of the 31st just received.

I am sorry to say that I did not receive the previous letter you mention as having sent to Boston.

I can meet you in either Boston or Providence as will suit your convenience. Not hearing from you I shall be in Boston on Wednesday and Thursday, or can meet you in Providence on either of those days, or on Friday and Saturday.

Trusting you will suit your own convenience,

I am

Very truly yours,

Address all correspondence to the Boston Office. Cable Address "Subtarget"

Sub-Target Gun Company

B. Atwood Robinson, President.
Aaron F. Smith, Treasurer.
A. P. Damon, Secretary & Genl. Manager.
Henry C. Wilson, Consulting Engineer.

216 High Street,

Boston, Massachusetts, U.S.A.

Branch Offices:
1 Madison Ave., New York.
29A Charing Cross Road
London, W.C.
Shanghai, China.

April 5, 1910.

Mr. Edwin S. Cramp,

Newport, R. I.

Dear Sir:-

Not having heard from you since writing you on the 1st and fearing you have not received that letter, I am writing to say that I will meet you at your convenience either in Providence or Boston. I shall be in Boston on Wednesday and Thursday, and Providence on Friday and Saturday, unless you wish me to make other arrangements. Of course, I will meet you at either place to suit your convenience.

Yours truly,

Robt E Bunting

Rec'd Buding at Atlantic H. B
Providence Friday April 8th 10 -
E. S. C.

FORM 16, N.
1299

POSTAL TELEGRAPH · COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

25

TELEGRAM

TELEPHONES
48 and 49.
Pay Station 9916.

REGISTERED TRADE-MARK. DESIGN PATENT NO. 36369.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

Received at Main Office, 305 Thames St., opp. Post Office, Newport, R. I.

6NYRU 7 534pm

Wilmington Del Apr 5 1910

Edwin S. Cramp,

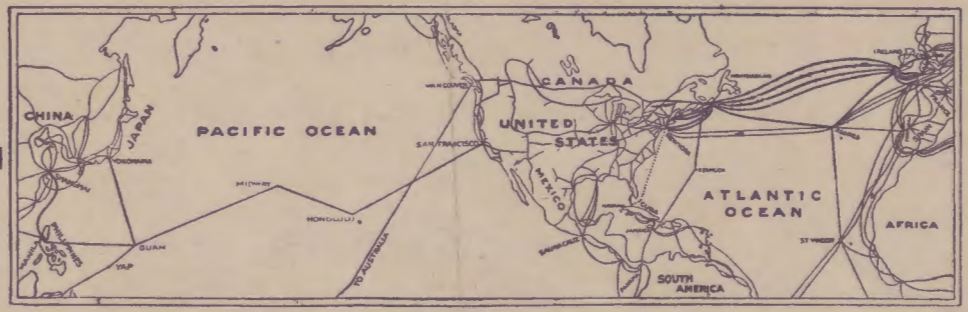
Bellevue Sunnylea Newport, R.I.

Satisfactory progress contract now being drawn up.

H.C. Wilson.

POSTAL TELEGRAPH-CABLE COMPANY IN CONNECTION WITH THE COMMERCIAL CABLE COMPANY.

THE WORLD'S GREATEST TELEGRAPH AND CABLE SYSTEM.



EXTENDS OVER TWO-THIRDS AROUND THE GLOBE.

THE GREATEST TELEGRAPH AND CABLE SYSTEM IN THE WORLD. EXTENDS OVER TWO-THIRDS OF THE WAY AROUND THE EARTH.

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED)

TRANSMITS AND DELIVERS THE WITHIN MESSAGE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

To guard against mistakes or delays, the sender of a message should order it REPEATED; that is, telegraphed back to the originating office for comparison. For this, one-half the regular rate is charged in addition. It is agreed between the sender of the message written on the face hereof and the Postal Telegraph-Cable Company, that said Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any REPEATED message beyond fifty times the sum received for sending the same, unless specially insured, nor in any case for delays arising from unavoidable interruption in the working of its lines, or for errors in cipher or obscure messages. And this Company is hereby made the agent of the sender, without liability, to forward any message over the lines of any other Company when necessary to reach its destination.

Correctness in the transmission of messages to any point on the lines of the Company can be INSURED by contract in writing, stating agreed amount of risk, and payment of premium thereon, at the following rates, in addition to the usual charge for repeated messages, viz., one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance.

No responsibility regarding messages attaches to this Company until the same are presented and accepted at one of its transmitting offices; and if a message is sent to such office by one of this Company's messengers, he acts for that purpose as the agent of the sender.

Messages will be delivered free within the established free delivery limits of the terminal office. For delivery at a greater distance a special charge will be made to cover the cost of such delivery.

This Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED Message and is delivered by request of the sender under the conditions named above. Errors can be guarded against only by repeating a message back to the sending station for comparison.

The above terms and conditions shall be binding upon the receiver as well as the sender of this message.

No employee of this Company is authorized to vary the foregoing.

CLARENCE H. MACKAY, PRESIDENT.

CHARLES C. ADAMS, SECOND VICE-PREST. EDWARD J. NALLY, VICE-PREST. AND GENERAL MANAGER. CHARLES P. BRUCH, THIRD VICE-PREST.

NO OTHER SERVICE EQUALS THE "POSTAL'S"

Original 4/7/10 - Submitted by H.C.W. to I. du Pont 4/7/10.

I Executed in acknowledgement of the receipt of the sum of $1.00 paid this 7th day of April, 1910 by Major H. C. Wilson of the City of New York, hereinafter titled the Factor, to the Standard Arms Company, a corporation of the State of Delaware, hereinafter titled the Company, in consideration of this

II Agreement conveying to said Factor the sole rights to negotiate for outside of the U.S., the sales or other dispositions of certain military rifles, parts and designs, and patent rights and interests and manufacturing priveleges and facilities the said Company may possess or be interested in, such rifles being specifically identified as certain gas-operated firearms, protected by patents issued to Smith et al. and assigns, or pending or to be applied for.

III The Company having developed and furnished its commercially successful satisfactory military rifle, herewith transfers to said Factor such authority and contract to dispose of said rifle patents and interests, manufacturing priveleges and facilities and sales contracts, for considerations acceptable to said Company, and upon receipt of such considerations, one-half the total, or gross amounts, shall forthwith be paid or assigned to said Factor, except as provided for in Par. VIII

IV The Factor will diligently promote, for a period of at least five years from this date, the interests herein represented at his own expense and risk, except that the Company shall furnish such samples and specimens, reports and information that may be necessary, and execute such documents, maintain such supervision over such patents and other rights that may properly protect the interests herein represented, and facilitate the undertakings of the Factor.

V And in the event of the successful conclusion of negotiations herein provided for within the period above stated, the Factor shall have the option of extending this agreement and contract for an additional period of at least ten years; except that in default of proper performance to the satisfaction of the Company, the latter shall have the right to advise the Factor to show cause why this agreement shall not, without further procedure, become void 120 days after service of said advice.

VI The Company will provide, if required, for the production and delivery of at least 10,000 rifles during each of a period of years beginning twelve months from final acceptance of any contract negotiated under the provisions of this agreement, pending completion and productive operation of manufacturing facilities extraneously to those provided in the U. S. by said Company, and in event of failure to so do, said Company assumes liability for damages incident to such failure, not to exceed $1,000 per month.

VII The Company will provide all required machinery, tools, jigs, patterns, drawings and data for the manufacturing establishment necessary for the product equal in quality to that of its home establishment, and for quantity as specified; and will also convey, for the above purposes, such special equipment that may have been provided for the production of military rifles to meet the terms in Par. VI

VIII In the event of sales of the product of the home establishment of military arms, upon the receipt of consideration therefor, said Company shall forthwith pay or assign to said Factor 20% of the gross products thereof; except that this provision does not apply to Par. VII

IX It is mutually agreed that specific efforts will be concentrated upon the procurement of a contract, in the first instance with the military establishments of China or its proper subdivisions, but this reference will in no manner preclude operations elsewhere.

IN WITNESS WHEREOF the parties hereto subscribe their hands and seals this 7th day of April, 1910.

EDWIN S. CRAMP,
No. 127 EAST 61ST STREET,
NEW YORK CITY.

Newport April 8th 1910

Major H.C. Wilson.
71 Madison ave.
N.Y.

My dear Major.

Today I called on Mr. Budlong at the Atlantic N.B. at Providence & had a short but satisfactory talk with him over the American C. & E. Co.

He showed me your two telegrams to him from Wilmington, stating that you were making satisfactory progress with the rifle contract with the S. A. Co.

I will leave here sometime on Monday & must see you early Tuesday morning & hope that you will leave word at my house stating where I can get you Monday night & Tuesday morning early as the time is growing short for action with the Chinese Commission.

Yours truly
Edwin S. Cramp.

Address all correspondence to the Boston Office.
ADDRESS REPLY TO
NO. 1 MADISON AVENUE
NEW YORK, U. S. A.

Cable Address "Subtarget"
PHONE 6959 GRAMERCY.

Sub-Target Gun Company

B. Atwood Robinson, President.
Aaron F. Smith, Treasurer.
A. P. Damon, Secretary & Gen'l Manager.
Henry C. Wilson, Consulting Engineer.

216 High Street,
Boston, Massachusetts, U.S.A.

Branch Offices:
1 Madison Ave., New York.
29A Charing Cross Road
London, W.C.
Shanghai, China.

April 14, 1910.

Copy for Mr. Crouch.

Maj. H. C. Wilson,
New York, N.Y.

Dear Maj. Wilson:-

(1) Your letter of the 11th, also telegram of the 13th and one of today just received, at hand. Have just wired you that it will be impossible for me to come to New York this week. In fact, I do not see that any purpose would be accomplished any way.

(2) In relation to the memorandum of agreement with the Standard Arms Co. of Wilmington, Delaware, it strikes me as a one-sided proposition. In other words, it would not hold any one to anything.

(3) In article 1, it distinctly states that it grants to the party of the second part, which is, of course, the Sub-Target Gun Co. There is no provision made for the assignees of the company in any manner whatsoever, and under this article this company could not assign this contract or agreement.

(4) Article 2 would make it impossible for this company to make any kind of a contract or sale of the rifle in question, as it would first have to be presented to the Standard Arms Co. for their approval, and possibly in the mean time the business would escape.

(5) Article 6 should not be there at all as that part is to be taken for granted and not made a part of the contract.

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Shanghai, China.

H.C.W. #2:

(6) Article 8 is wholly impossible and would prevent this Company or any other from entering into any contract of any kind with any country, corporation, firm or individual. As it would be immaterial to the purchasers of the rifle as to what we had agreed with the Standard Arms Co. with relation to the amount of damages for failure to fulfill the contract.

(7) Article 9, it seems to me, is wholly unreasonable, as no statement of the net profit of the Standard Arms Co. is contained in this agreement and it would be a question as to when they might net the sum of $100,000. from the sales of the rifles. At least all we would have to go by would be their say so for it.

(8) I fail to find any price atated at which the rifles shall be sold for. It seems to me that that would be quite an important consideration.

(9) I shall have to confess that I know very little about this subject, both as to the American Control and Equipping Co. and the Standard Arms Co., but I cannot sign an agreement or contract that is so manifestly unfair to this company, and that might get us into all sorts of difficulties. However, if you are in a hurry to get away, I can take the matter up directly with the StandardArms Co. and possibly arrive at a definite understanding. I should also want to

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NEW YORK, U. S. A.

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Shanghai, China.

H.C.W. #3:

know if they are acquainted with the intentions of the Sub-Target Gun Co. to assign any contract made, to other parties. Would want a specific agreement to that effect. I should want a rough draft at least of the contract that the American Control & Equipping Co. would make with this company, and before executing the license on the Crack-shot pistol with the American Control & Equip. Co. would want to understand exactly how that company stood, what its paid in capital is, and how paid in, whether in cash or otherwise. As you can readily understand, I should not want to risk my reputation by taking over a stock certificate that might saddle this company with liability.

While possibly my action in this matter will appeal to you as trivial and far-fetched, my time and services are being put into this company for the purpose of straightening matters out and not involving them in further difficulties. If you could simply consider this matter from my standpoint, or realize how little I know about the whole situation, possibly you and Mr. Cramp can give me a full explanation or a digest of the whole matter, and I will know better what I agree to take.

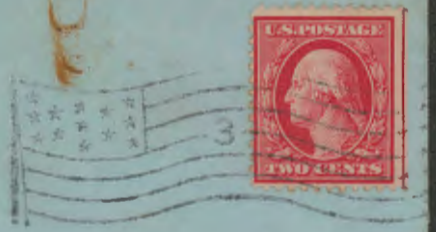
Regretting the necessity of this delay, I remain,

Yours truly,

Robert E. Budlong, (signed)

SUB-TARGET GUN CO.
216 HIGH STREET,
BOSTON, MASS., U.S.A.

BOSTON, MASS.
APR 21
8-PM
1910



Mr. Edwin S. Cramp,

127 East 61st St.,

New York, N. Y.

90

Address all correspondence to the Boston Office.

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216 High Street,

Boston, Massachusetts, U.S.A.

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1 Madison Ave., New York.
29A Charing Cross Road
London, W.C.
Shanghai, China.

April 21, 1910.

Mr. Edwin S. Cramp,
New York, N.Y.

(Copy)

Dear Mr. Cramp:-

We have just received letters from China which would indicate that your proposed trip to San Francisco would be a waste of time as well as money. This Tsai Tsao's trip is simply a junket. Their proposed stay in San Francisco will be of one days duration only, and then they come East stopping at Chicago and Niagara. They are due in Washington on April 30th and sail from New York on the 8th of May. As I understand it, they have no power or authority to make contracts or to spend money except for their nights lodgings and daily meals. Possibly Mr. Robinson will be able to meet them in London, as he, no doubt, will be there when they arrive.

Our Mr. King of China thinks it would be a good idea to have a sample of the automatic rifle sent there at once so they could show it at the exposition to be held in Nanking. If it will be possible to send the sample rifle out, please let us know and we will inform Mr. King at Shanghai. This whole matter may be old news to you but thought I would send it along so that you would have as much information as we have.

Yours very truly,

Robert E. Budlong. (signed)

Address all correspondence to the Boston Office.

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NEW YORK, U. S. A.

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1 Madison Ave., New York.
29A Charing Cross Road
London, W.C.
Shanghai, China.

NEW YORK.
April 22nd, '10.

Hon. Edwin S. Cramp,

Spring Lake,

New Jersey,

My dear Mr. Cramp:

Sorry I could not see you this week, but will be in town Monday, prepared to go ahead with our several matters, and will telephone your house.

With kindest regards, I am,

Very truly yours,

H. C. Wilson

April 26th, '10.

Mr. Robert E. Budlong,

216 High Street,

Boston, Mass.,

My dear Mr. Budlong:

Acknowledging your letter of the 14th inst., delayed by reason of unexpected absence from the City.

Referring to the proposed agreement with the Standard Arms Company of Wilmington; I have gone over the same with Mr. Cramp and his Attorney, who are making a complete revision of the terms contained therein, having in mind the comments contained in your above letter, to which I make reference by paragraphs as follows:

(2) We agree with you that it is a one-sided proposition, and we are changing the whole agreement to be perfectly in accord with the wishes and intentions of both parties.

(3) Provisions being made for the assignment as is usual in such cases.

(4) Article 2 will be changed entirely, principally by reason of the insertion of provisions for the conclusion of contracts without reference to the Standard Arms Company.

(5) Article 6 will be eliminated.

(6) Article 8 will be changed, eliminating the restricting approval provision, and creating a new paragraph containing the minimum

NEW YORK.
April 26th, '10.

price agreements.

(7) The provisions of Article 9 have been clarified, and the cancellation clause eliminated.

(8) The matter of price will be taken care of by the creation of a new paragraph.

(9) Mr. Cramp is writing you exhaustively about the relations between the two Companies, and what the procedure is expected to be; the insertion of a proper assignment clause will take care of that matter

We have endeavored in the past and in the future will continue to so do, place you in full possession of all details pertaining to the new Company, and immediately upon completion of the new draft of the Standard Arms contract, will forward same to you.

For several reasons it was ~~be~~ just as well that the trip to the West Coast was not made, and whether Mr. Cramp will decide to go to Washington, has not, as yet, been determined.

I wish you would please send all the letters you have had from China, or copies thereof to us. It is, of course, quite possible that but little will be done at this immediate time by this Commission, although we will probably make arrangements for their visit to the Standard Arms Works at Wilmington, if matters work out satisfactorily. We believe that you will appreciate the futility of attempting any

NEW YORK.
April 26th, '10.

R.E.B. #3.

business through the exhibition of a rifle at the Exposition Mr. King speaks of at Nanking.

Very truly yours,

EDWIN S. CRAMP,
No. 127 EAST 61ST STREET,
NEW YORK CITY.

A. J. 4/26/10

Mr. R. E. Budlong.
Pubtarget Gun Co.
Boston Mass.

Dear Mr. Budlong.

Your letter of the 14th inst to Major Wilson was shown to me on the 17th. A copy of the contract as suggested by the S.A.Co. had been in my hands for two days & I urged practically similar objections to it.

These in part were, its non assignability, the necessity of securing the approval of the S.A.Co. before concluding any negotiations whatever, whether as to the price to charge per rifle, or as to the amount of royalty per rifle, the irresponsibility of the S.A.Co. all these together made it of no value as a contract.

In the previous negotiations the contract was to be taken out in Major Wilson's name, but at this time the S.A.Co. changed its plan and insisted on the contract as submitted. These defects can be corrected & proper document can be drawn up.

Your letter opens up the whole question of the organization of the new Co, having for its object the handling of contracts & concessions obtained particularly through governmental sources.

Previous to my talk with you on the 8th inst at Providence I had always considered the associations & connections of the Sub T.G.Co with the different governments as close & confidential.

Through these connections, the Sub T.G.Co being informed of the opportunities originating abroad, of a character different from its usual business & these would be taken up & developed by the new Co. which is practically under control of the Sub T.G.Co.

That in consideration for such cooperation an agreed on

interest in stock of the new Co was to be allotted, another interest in stock was allotted Edwin Stamp for his active connection, & the remainder of the stock was to have trusteed for company uses.

In order to make the common stock full paid, the patent for the Crack shot pistol was to be assigned to the company & the stock then issued for it full paid.

Until recently the principal difficulties that prevented the launching of the enterprise were:

1. The new financing of the Int T. G. Co.
2. The insistance by Mr. Robinson that $100 000 cash should be in the treasury before he would consent to the securing of any business whatever.

The information that you imparted to me illuminated the situation in a very unexpected manner & showed me that any enterprise that I would have become connected with would certainly have failed.

After careful thought I believe that under the new management & with the financial strength that you have added to the Int T. G. Co. that such a Co. as we have contemplated forming would be successful.

Your knowledge of the affairs of the Int T. G. Co being more intimate than mine is, I had desired to see you in N. Y. ten days ago in order that the details of the new Co. could be threshed out in harmony with your views.

Appreciating your present responsibilities, I would not knowingly suggest anything that would add to them, & I do not wish to make any move that will not receive the approval of your best judgment.

Acting on the belief that these views in general were known to you & had your approval & after you had read the documents in Mr. Graham's office, I authorized the lawyers to proceed with the organization of the Co. I hope that no harm has resulted from my delay in thus expressing my views as requested in your letter of the 14th

If there is anything missing from your files of the correspondence between Mr. Robinson & myself I will be glad to send you copies from my own files.

[Gal/41.26.10
Copy to Robinson]

write G. S. G.

New York April 26/10.

Mr. Robt E. Budding
~~Sub Target Gun Co.~~
~~216 High St.~~
Boston Mass.

Dear Sir.

Your letter of the 21st just received. Of course I am not aware of the actual sources of information but in handling foreign matters, it is ~~safer~~ better to cultivate ~~exists~~ the acquaintance of ~~each~~ every commission of distinguished officials than it is to discriminate. The most ~~innocent~~ ingenuous mission is generally the most potential.

However, I did not care to leave home while the matter of the new Co was still under discussion & the ~~state~~ condition of the contract with the S. A. Co. did not warrant any expense on my part. The death of Major Wilson's father would have prevented his going under any circumstances whatever.

It would not be good business to send the rifle out for experimenting & exhibition purposes until we are assured of the position of the Chinese Govt, It would be copied or stolen sure. Thanking you for your courtesy

I am Yours very truly.

Edwin Kearney.

EDWIN S. CRAMP,
No. 127 EAST 61ST STREET,
NEW YORK CITY.

but I realize that no successful venture will be made that has not your approval & cooperation. If you cannot find in your files the letters of Mr. B. A. R. to me & my replies to him, I will be glad to copy mine & forward to you, acting on the ~~supposed information~~ assumption that these views in general were known to you & had your approval I went ahead & authorized the lawyers to draw up the proceed with the incorporation of the Co particularly as you had read the documents at Mr. Grahams office.

Address all correspondence to the Boston Office.

Cable Address "Subtarget"

Sub-Target Gun Company

B. Atwood Robinson, President.
Aaron F. Smith, Treasurer.
A. P. Damon, Secretary & Genl. Manager.
Henry C. Wilson, Consulting Engineer.

216 High Street,

Boston, Massachusetts, U.S.A.

Branch Offices:
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29A Charing Cross Road
London, W.C.
Shanghai, China.

April 28, 1910.

Mr. Edwin S. Cramp,
127 East 61st Street,
New York, N. Y.

Dear Mr. Cramp:-

Your favor of the 26th at hand. In relation to the contract with the Standard Arms Co., I am glad to learn that you feel the same about the matter as I do. In so far as the American Control and Equipping Co. is concerned, I simply wanted to know what our standing would be and what obligations we would be expected to assume.

In my conversation with you at Providence, I did not mean to infer that this Company did not have the close and confidential relations with various foreign governments, as suggested by you, but rather that it was Mr. Robinson personally that enjoyed that relation.

In regard to our further conversation at that time, my point was simply this, that the Sub-Target Gun Co. was not in a position to assume any financial obligations at this time. I have no disposition to upset any plans or arrangements that you and Mr. Robinson may have entered into. My position as Treasurer if this Company would, of necessity, compel me to safeguard its interests in every way. That is my only desire in this case.

Yours truly,

Robt E Bradley