

This agreement entered into, this 2^d day of July 1842 between Samuel Griswold of Clinton Jones County Georgia & Daniel Pratt of Prattville Alabama on the one part & N K Carter of Macon Georgia on the other part Vg: —

The said Griswold & Pratt agree on their part to employ the said Carter during the next business season to go to New Orleans to act as their agent in a general Commission business (which Commission House they are about to establish in that City) for which services rendered by the said Carter they agree to pay him ^{the sum of} fourteen hundred dollars payable as he may want it to defray his expenses or at the option of said Carter one, third of the net profits of the business at the close of the season

The said Carter agrees on his part to go to New Orleans and enter into the employment of the said Griswold & Pratt, to be engaged in all the transaction of a general Commission business, take charge of the Books & attend to all business in that line as may be most to the interest of the concern & in conformity with the views of said Griswold & Pratt, for the compensation of fourteen hundred dollars as above ~~stated~~ stated, or one third of the profits of the business at the close of the season — said Griswold & Pratt to advance said Carter one hundred & fifty dollars to defray his expenses going to New Orleans which amount to be deducted from his salary — said Carter to ^{pay} his own individual expenses — The season to commence the first

of November and ^{and} by the first of July next

Macon July 29th 1842.

Samuel Winwell
H. K. Carter

H. Kendall Carter Esq

Present

275

250 imp
175 do

Prattville 27th June 1843

H. Kendall Carter Esq

Dear sir Should you and
the Messrs Popps connect your selves in business
in New Orleans, Should you wish me to do
so I will furnish you with Cotton Gins on the
following terms - I will deliver them at the
Depo in New Orleans the Improved Gin at
\$2.80 two Dollars and eighty cents per saw. The common
Gins at \$2.05 two Dollars and five cents per saw
I will supply or furnish you with all the Gins you
may want Should you give me timely notice
Payment to be made on 1st of June for all Gins
ordered previous to that time and on 1st June
following for all ordered after that time - The
Cash price for the Improved Gins \$3.50 per saw
for the common Gins \$2.75 Twelve and half per
cent may be added for credit. The price in no
instance to exceed the above, Yours Respectfully
Daniel Pratt

This agreement made & executed this fifth day of March 1852 by & between Stephen R Parkhurst of the City & State of New York and Jonathan W Hayes & Henry Redfield, constituting the firm of Hayes & Redfield in said City and State, parties of the first & Daniel Pratt of Prattville, & State of Alabama & Henry Kendall Carter, of New Orleans, State of Louisiana, constituting the firm of H. Kendall Carter & Co in New Orleans, and Samuel Grimvold of the State of Georgia, Elisha C Grimvold, Amos Smith & Daniel Pratt of Prattville, Alabama, constituting the firm of S. Grimvold & Co in said Prattville parties of the second part

Witnesseth that whereas the said Stephen R Parkhurst has made a new & useful invention called & known as "Parkhurst's Cotton Seed Carding & Batting Machine" for which Letters Patent were issued to him by the United States, bearing date the 23 day of April 1850, and

Whereas the said Stephen R Parkhurst for a valuable consideration has transferred an interest in said Patent to said Hayes & Redfield, constituting the firm aforesaid, and

Whereas the said H. Kendall Carter & Co and S. Grimvold & Co parties of the second part are desirous of acquiring an interest in said invention in & for the States of Louisiana and Mississippi

Now this indenture witnesseth that said parties of the first part for & in consideration of the sum of Fifty five thousand dollars to be paid as hereinafter provided by the said parties

of the second part, said parties of the first part have assigned, sold & set over, & by these presents do assign, sell & set over unto said parties of the second part, their heirs, & assigns as hereinafter restricted, One undivided half part of all their right, Title & interest in & to said Patent, & the rights & privileges thereby secured, in, to & for the States of Louisiana & Mississippi & in, to, & for no other place, the same to be held & enjoyed by the parties of the second part to their own use & behoof & to the use & behoof of their legal representatives to the full end of the term for which said Letters Patent have been granted under the following stipulations & considerations

First - the payment of the hereinbefore named sum of fifty five thousand dollars is to be made as follows, twenty seven thousand five hundred dollars cash & twenty seven thousand five hundred dollars to be divided into six promissory notes bearing even date herewith & payable one in eleven months, one in twelve months, one in thirteen months, one in twenty three months, one in twenty four months and the other in twenty five months, and all the profits arising from the sales of said machines shall be divided, one half to the parties of the first part & the other half to the parties of the second part

Second - the parties of the second part hereby agree to make & sell the machines as above described which shall be required to supply the demand within the limits of the said States of Louisiana & Mississippi & to use all

reasonable means to promote the sales of such machines within said limits, and to account to the parties of the first part for the net profits of such sales as agreed in the preceding article of this instrument, but nothing in this instrument shall be so construed as to make it incompetent for the parties of the first part to make & sell machines under the aforesaid Patent within the limits of the said States of Louisiana & Mississippi, provided said parties of the first part in making and selling such machines within the limits of the said States agree to account for the net profits in like manner to the parties of the second part - said machines shall not be sold in & for said states for a less sum than two hundred & sixty dollars cash without the written consent of the parties of the first & the parties of the second part

Third - the aforesaid net profits shall be understood to mean the entire proceeds of all the above named sales, first deducting the cost of the main or toothed cylinder & fifty dollars for constructing or making each of said machines & delivering them at the shipping point on the river, together with all necessary expenses incurred in transportation thereof, ^{from which five per cent shall be allowed} ^{a separate account} selling & advertising, together with all expenses incurred in defending the rights of the parties hereto against any trespass that may be made upon them within the limits aforesaid, & neither the parties of the first, or the parties of the second part shall sell or otherwise dispose of or have the right or

power to sell or dispose of any part of said Letters Patent, or any right under them in and for said States of Louisiana & Mississippi, or any part thereof, without the written consent of the other of said parties

Fourth - all the machines made this year shall be deemed to cost one hundred dollars each, this sum to cover every expense, the parties of the second part shall pay to the parties of the first part one half the sum received for each & every machine made this year, first deducting from the sum received for each machine one hundred dollars, but on all machines made and sold after 1852 the profit shall be divided as specified in the third article of this agreement

Fifth - each of said parties shall as often as once in every three months render a true, correct & full account to the other of all of said machines made & sold in & for said states or any part thereof, showing the number made & sold, to whom sold, the cost thereof, and the profits, & also that each of said parties shall as often as once in every three months pay to the other one half part of all the net profits which said party shall have realized and received from the manufacture & sale of said machines, & each of said parties shall use his influence & best efforts to prevent said rights being infringed or impaired - & in case either of said parties shall make or cause to be made any improvement on said invention, the same shall belong to said parties equally, in & for said States, one half thereof to said parties of the first

part, & the other half to said parties of the second part, but nothing herein contained shall authorize said parties of the second part, or give them or their legal representatives any right to make, sell, or cause to be made or sold any of said machines to be used or sold in any other place than in said States of Louisiana & Mississippi

Intestimony, whereof we have hereunto set our hands & seals the day & year above written & executed two of these indentures, each a copy of the other

In presence of

R. C. Cummings Stephen Parkhurst

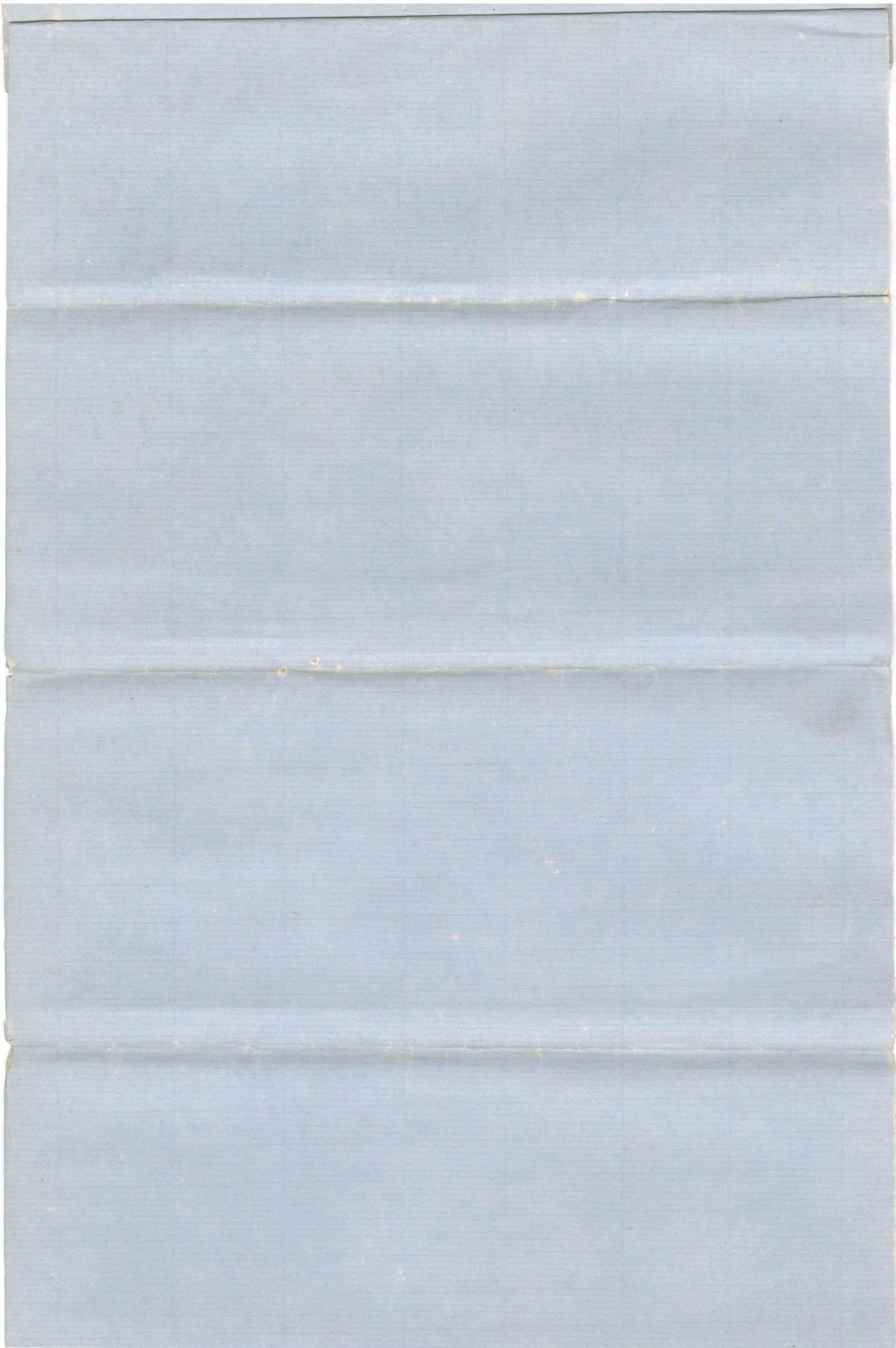
Hayes Meadfield

S. Griswold & Co

W. Kendall Carter & Co

New Orleans March 5th 1852 Received the
notes according to the within contract
amounting to twenty seven thousand
five hundred dollars
\$ 27,500. Hays & Medfield

New Orleans March 6th 1852 Received
from H Kendall Carter do Eight thousand
seven hundred & fifty dollars cash in
account of the within contract
\$ 8,750. Hays & Medfield



Agreement
Chicago & North Western

Prattville 7th 14th 78⁵⁹

Mr H Kendall Carter
New Orleans

Dear Sir

Your favor of 5th Inst
has this day ben received I notice what you say
about Mr Burt's health, I am truly sorry to learn
that his health does not improve, I have felt
a great anxiety about him from the first. These
chronic cases are hard to manage, I should advise
him to visit Cooper well at once some similar
cases have ben much benefited by using the water
In relation to Mr Wm Fay, He is permanently engaged
here Mr Mims leaves the or rather gives up
the Agency of the Prattville May 6 next July Mr
Fay takes his place, I know of no person who would
be willing to summer it in New Orleans that
could be had to go into your Office, I have no
knowledge of how Mr Ford of Mobile is situated
If he would be willing to go to New Orleans I
suppose he would be reliable, I have not seen
him in many years, I will answer your letter
more fully in a few days. I intend visiting
New Orleans during this Spring My health is
not verry good

Yours Truly
Daniel Pratt

1857
Dec 25

My dear Mr. Garrison

Thank you for the

kind letter

of the 21st

of the 21st inst.

received by me this morning

and I am glad to hear

that you are well and

hope to see you soon

and I am glad to hear

that you are well and

hope to see you soon

and I am glad to hear

that you are well and

hope to see you soon

and I am glad to hear

that you are well and

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hope to see you soon

and I am glad to hear

that you are well and

Mr. H. Kendall Carter

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as it was at the

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he will not
out and

Private

Mr. H. Kendall Carter

New Orleans

Anno March 28 1859

Prattville Feb 17th 1859

Mr. H. Kendall Carter
New Orleans

Dear Sir

Yours of 9th Inst I answered
in part in receipt, As respects the Copartnership
business in New Orleans I have no objections
to its continuance ~~only~~ that I have not
means to spare to keep that amount of
capital in the concern The Gin business requires
such a vast amount of Capital to enable the
business to go on, It requires more than I am
able to collect from the business, One year ago
I was owing about \$130,000, I am now owing
\$136,000, besides some 15,000 which will have to
come out of the collections to pay Mims and Smith
The profits of the commission business I use in
my Plantation purchases and expenses
I am paying annually over ten thousand
Dollars interest money, The most that I am
owing will not be wanted short of from
one to four years, I suppose it would be hard
for me to convince you of the enormous expenses
attached to the Gin business, After this year I
expect Samuel F. Dickson and Merrill Pratt to
take all the selling of Gins this side of Tex as Mr
Sanderlin to take it in Tex as, I shall however not
have to furnish a large portion of the Capital
I did think I should make collections this year

that would help me out. My collections have
been verry good in Ala if they could be as good
most of here I should be incouraged. You
know what they have been and what I have
received. I am now hard pressed every day
for money to meet my Newyork Bills and
expences of the Shop. You are well aware that
the Parkurst fire has been a heavy drag on me
and on top of that ~~gone~~ ^{I went} to the expence of \$40,000
for a fire factory and to add to that the old
Griswold business has been a heavy drag on me.
If my life and health is spared I expect to work
through. It is however unpleasant to be situated
as I am. If collections could be made to pay
me the amount due for fire in New
Orleans I should be verry easy. I have
now stated my situation to you which I have
no doubt surprises you. I have worked hard
all my life. I would now like to make some
change if it could be conveniently done.
If necessary I will come over to New Orleans
in March. I would like to hear your views
on this subject.

Yours Truly
Daniel Pratt

private

Mr H. Wendall Carter

New Orleans La

1 A 3 1/2

Nov 29 1859

J. Pratt

Prattville Nov 29th 1859

Mr H. Wendall Carter

Dear Sir

In yours of 11th Inst you remark that some person must have said something prejudicial to you at the time of our settlement last spring. I presume you think that person was Mr Link. I wish to put you right as far as Mr Link is concerned. There were some things that happened at and previous to that time I did not put it exactly right about which I am ready when we meet to relate to you should you desire it. As far as Mr Link is concerned he is clear of any censure or charge of saying any thing prejudicial to you. Put it all together I do not suppose I had ten minutes private talk with him. At the last interview I had with Mr Bent he said to me that Mr Link desired to get my business should I change it and said he thought he would answer my purpose I discovered from your remarks that you did not wish to keep him another year. The morning I left I asked Mr Link how he would like to attend to my business the next year. He replied he would like to do my business in New Orleans if I desired it. I remarked I should be obliged to have some person and that I supposed he knew more about it than any other person. I stated I had rented a room in

your Building and would give him business
to commence on 1st January 1860 - I supposed
from Mr Bents statement that I could
rely upon Mr Links honesty and that he
would be the most suitable person I could obtain
Mr Link may not be the right sort of a
man if so I shall regret employing him
but as far as any thing said by him friend
indicates to you I will clear him. I would
have much preferred to have all my business
gone through your House but from the manner
I discovered the firm business was done I thought
best to have it entirely disconnected with any
other business. I am anxious that our
friendship should continue and as far
as I am concerned I shall do nothing
intentionally to interrupt it

Yours Respectfully
Daniel Pratt

Memorandum of an Agreement, made and entered
into this 22nd day of April 1859, between H. Kendall
Carter of the City of New Orleans of the first part, and
Daniel Pratt of Autauga County in the State of
Alabama of the second part ~~~~~ Witneseth that
the said Daniel Pratt, of the County and State afore-
said, does Covenant and agree, and by these
presents do sell to H. Kendall Carter of the first part,
his heirs &c, all his interest in the concern of H.
Kendall Carter &c, Cotton factors and Commission
Merchants of this City of which concern, I the said
Daniel Pratt am a partner, the said interest consisting
of Merchandise, Notes, drafts, accounts, Books, Office
furniture &c and whatever property there may be belonging
to the said firm, to have and to hold the same in his
own right and benefit, for the sum of Fifty Seven Thou-
sand dollars, to be paid as follows, viz. Twenty five
thousand dollars in Cash, the receipt of which, I
the said Daniel Pratt do hereby acknowledge, and
the said H. Kendall ^{Carter} Note for sixteen thousand dollars
dated the 22nd day of April 1859 and payable in 12 months
from date, with interest, from the first day of October
1859 until paid, also said Carter Note for sixteen
thousand dollars, of this date payable in two Years from
from this date, with interest, from the first day of October
1859 until paid, which is in full for all my interest
profits &c to the first day of October 1859 and thereafter,
and I Daniel Pratt of the second part, do by these presents
relinquish all Claim and demand against the said
concern from this date, as this Contract and sale is
final and complete between the parties, but the style
of the said concern is to continue the same, until the
first day of October 1859, altho I the said Daniel Pratt
~~have~~ no interest, in the same after this date, and the

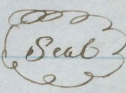
Said H Kendall Carter releases said Daniel Pratt
from all claims or debts which may be due by the said
Concern, and holds him in no way responsible for the
same or any loss which may accrue to the said concern
from bad debts, losses &c

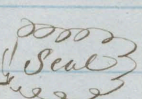
In Witness hereof the parties to these
present set their hands and seals this 22 day of April
1859

Signed Seals and

acknowledged in the presence of

J W Mackinder

Daniel, Pratt 

H. Kendall Carter 

It is further understood and agreed that the Interest
on the within named Note of Sixteen Thousand dollars
each shall be computed from the 22nd day of April
1859 the date of this instrument



Handwritten notes in pencil, including a vertical list of numbers and some illegible scribbles.

Vertical list of numbers (from top to bottom):
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Illegible scribbles and notes are present to the right of the list.



Selected of Arguments
of Hungarian States by Counts
Janko Szentmiklosy
to
Hendrik Decker

New Orleans } This Agreement made and entered into
April 22nd 1859 } between H Kendall Carter on the one part
and Daniel Pratt on the other part - Witnesseth, that the
said Daniel Pratt has this day paid to the said H
Kendall Carter Sixteen thousand Dollars, which is in
full for his entire interest in the joint Stock Gin Account
of H Kendall Carter & Co commencing on the first day of January
1855 and closing on the first day of January 1860 -

It is understood that the said H Kendall Carter
relinquishes his entire Claim to said joint account and
that Daniel Pratt has full Control of the same, it is
further understood that said Daniel Pratt is to settle
all claims against said joint account and that said
H Kendall Carter is to receive and forward the Gins
and to keep the Books until the first day of January, the
same as H Kendall Carter & Co have formerly done
Witness our hands and seals Daniel, Pratt

Witness

J A Mackinder

H. Kendall Carter
Daniel, Pratt

Commission profits to Oct 1 st 1858	134,135,00
Add for the year ending 1859 (Supposed profits)	45 063,00
off for bad debt, & Collecting 10% 346,664 - 34,666,00	182,198,00
Paid Mr Bent in Settlement	38 680 00
	73 346 00
	2) 108 852,00
	54,426,00
Add Mr Pratt's Capital	70 000 00
	124,426,00
deduct D Pratt's Acc ^t	57,426,00
" Paid A K Carter Gin profits	16 000 00
	69,426,00
	\$ 57,000 00

Cash	25,000,00
Note at 12 Mo, Int from Oct 1 st 1859	16 000 00
Note at 24 " " " " "	16 000 00
	\$ 57,000,00

Daniel Pratt Gin Acc^t to D Pratt Special Acc^t
 for this are transf being wrong Ent \$ 16,729,91

The above Settlement made with D Pratt
 Friday the 22^d day of April 1859. —

Northford Aug^r 31 1859. -

Mr J A Mackenzie

Copy

Dear Sir

The time is close at hand when the Partnership between myself and Mr Pratt expires by limitation. Say on the first of Oct: 1859, when the dissolution ~~must~~ must be advertised, the form of which I herewith enclose - As to my future arrangements with regard to the business ~~and~~ ^{I have} not yet decided upon, ~~I can't well be till I return~~, but in any event it will be for the interest of the Concern to continue the same firm of A Kendall Cartledge. Now, ^{in order} to do this I will make this proposition for one year, from Oct: 1859 to Oct 1860. and in the mean time a ~~permanant~~ ^{permanent} arrangement ~~can~~ ^{may} be made -

Agreeable to the settlement made with Mr Pratt A left me in the Concern profits & Capital to the Am^t of 135,000,00 there add to this amount 31,000,00 due Mr Pratt & Mr Bink payable in 1861 - will be 166,000,00 which amount will be in the Concern ~~as~~ ^{as} Capital Oct 1 1859

Now put down the gross profits for next year ending Oct 1, 1860 at 40,000 - deduct therefrom say Sub on Capital at 8 % on 150,000 - is 12,000 also expenses of office &c. 8,000 - leaving 20,000 - as nett profits 1/8 of which I propose for your Sub in the business which would be \$25.00 - it may be more or less ^{dependent on Circumstances} I will then purchase

your 1/8 interest in the business for the one
year ending Oct 1st 1860 and will give
you three thousand dollars for the
same, which will secure to you in any
event the full amount that would be made
under the most favorable circumstances -

I do this in view of a permanent arrangement
which may go into effect before Oct
1860 - If this proposition meets your
views please ~~express~~ ^{let me know} immediately

I shall send Mr Pratt a copy of the
notice of the dissolution, ^{for him to sign} but not of the
new arrangement I propose to you -
he will sign it on death and forward the same
to you

sent Mr Pratt this day a copy of the disso-
lution to be advertised to sign & send the
same to clear to insert in the paper

I don't wish you to make any mention
of the new arrangement only let it be
known that you are a partner

Copy

The following entries must be made on
Carter & Pratt books so as to conform with the
Books of Daniel Pratt & Co

Gins Sales Joint Account to
Daniel Pratt for Gins returned to
Factory as per Schedule

1595 Saws at 811[¢]

1276 "

1020 " " 100

1020 " 2296

For 25 Gins on hand in country

525 Saws at 811[¢]

420 "

810 " " 100

810 " 1230

Difference between the price charged
at the Factory and the price credited
the Factory in New Orleans on Gins
received between the 1st Jan'y 1850
and the 30th April 1853 as per
Statement of Mr Fay

2) 3526
1763

1325 " 1325 "

3088 "

4851 "

Daniel Pratt Dr to Gins Sales
Joint a/c for 44 Gins returned
to the Factory as per Schedule
2615 Saws 26

679.90

4171 10

2/2296 00

1148 00

1325

24,73.00

137 135 00

50 700 "

6 000.

5 00

204 135

1230

1230

1763

1330

3088

4111 10

1148 00
13 25
2147 25

Commission Profits 1. Oct: 1st 1858 137,135,17
 ditto add for year " 1 1859 \$6,000, add. 4,000 . . . 40,000,00
177,135,17

10% off for bad debts, & Collecting on 346,664.58 . 34,666,45

Paid Mr Bent in settlement 38680 68 . . . 73,347,13
2) 103,788,04
51,894,02

Capital D Pratt 70,000 00
121,894,02

Gen profits 1. Jan: 1 1866 }
 as per Statement }

25% off

4) 123,146,11
30,786,52
92,359,59
23,087,39

AHC Comp. profit 57,894,02
 Gen do 23,087,39
80,981,41

Whole am't of Gen profits 123,146,11
 deduct AHC Conts 23,087,39
D Pratt . . . 100,058,72
 add D Pratt Comp Profits 57,894,02
157,952,74

