Gentlm:

Aug. 15. '47

Last winter I started in your employ, when all was uncertainty, and without any definite agreement as to my compensation — Now all is settled so far as the construction of the line is concerned and you as well as myself can determine the amount of profits to be relied upon — say 400 Miles @ 95$ is $38000 — cost of construction say $50. p Mile is $20.000 — add for sundry contingent exp. incurred and to be incurred $2.000 — is $22.000 = will leave beyond a doubt $16.000 clear — What I have done towards forwarding and perfecting the enterprise tho' you can judge of as well as myself — that all is now in a prosperous train and plain to be understood there is no question, and should another take my place in its completion I could transfer all in such a shape as to be easily understood — your offer through Col. Speed of $1000 — I would decline accepting for many reasons, among them is risk of health, in that Western climate, the absence from my family, extra expenses of my family while absent and many other contingencies, which you can anticipate — I would be pleased to continue and should feel no little pride in seeing the line in successful operation during my engagements with you, but if your interest can be better served by another I ought not to expect any thing contrary to that interest —

Very Truly &c

D. T. Tillotson

Messrs. J. J. Speed Jr & E. Cornell
Prest

Messrs. J. J. Speed Jr. &
E. Cornell

Ithaca

D T Tillotson
15. Aug 1847
Asking more hay

Mr T. Jackson   Ithaca Aug 15. '47

Dear Sir

Yours of 4th was rec. last evg. am pleased to hear you are making progress with your work and hope you will get all completed by the 10th or 15th Sept. - I found Mr Wood had got well under way and many miles of posts set through Michigan, his poles were of good large size and good looking with the exception of a very few which we told him he must not use, but substitute others in their place - the fact is we must take pains and make it the best line in the United States & in order to do so we must have good poles & well set - You say Mr Heath told you he could not meet the $300. Dft. before it matured, ~~[illegible]~~ I should think he might, as the whole of the second instalment ought to be paid in by this time, but I suppose money is scarce and he has to be indulgent, yet I trust he will accommodate you as fast as you need funds - You will please say to Mr Heath that the Trustees are desirous of making collections as fast as they become due & must do so in order to meet engagements with the contractors, if you please show him this - and if [illegible] not give you funds as soon as you want them I will make arrangements to supply you from other sources - I had a very pleasant trip from Detroit to Cleveland in company with your Brother & Mr Griffith and their families & suppose your Brother will be with you on the receipt of this, write often and let me know all -

Very Truly &c

D. T. Tillotson Agt.
E & M T. Co

Col Speed, is here and he or myself, will be in your country again by the 15th Sept. if nothing unforeseen prevents -

Rochester Aug.t 16. 1849 -

J. J. Speed Esq.

Dr Sir

We have recd Mr. O'Reilly's reply to our letter on the subject of the proposed arbitration. He is willing if we think it best to submit to Arbitration the question whether his contract with the Patentees is now valid or not - in other words whether the same has been forfeited by him - But he objects very strongly to the submission of the whole matter upon the broad basis contemplated by us, on the ground that it might by possibility compromise the rights of persons who have been induced by him to engage in the enterprise and whom he is under every obligation of good faith to protect - He urges that he ought not voluntarily to place the interests of those who have embarked in the cause upon the faith of his representations in jeopardy - That if the contract is valid he ought to have the benefit of it - if it has been forfeited he must rely upon the other systems of Telegraphing which he has secured the right to use - He would prefer I think from the tenor of his letters to leave

the question whether the contract has been forfeited to the decision of the legal tribunal upon which it is pending — Most of us think differently from Mr O Rielly upon the matter, as in our view it is a great object to expedite the decision of the questions at issue —
But as he has far more at stake than the rest of us, we do not feel justified in proceeding contrary to his views & wishes so decidedly expressed; and therefore altho' he has sent a full power of attorney to my brother and myself, still all that I feel at liberty under his instructions to do is, to submit as suggested, the naked question as to the validity of the contract to arbitration to be decided upon the same principles as it would be decided by the Court before which the present suit is pending — You can judge perhaps, whether this limitation of the matter to be submitted will be acceptable to Mr Smith —

Please let me hear from you as soon as convenient —

Yours truly
Saml L Selden

P.S. My brother is now in attendance upon the Court of Chancery in Saratoga, and will not be home for a week or ten days to come. Nothing can be consummated until his return —

Saml L Selden
to J. J. Speed Jr
16. Aug 1837

Saml L Selden
Aug 16. '37

Copy

Rochester Aug^t 16. 1847

J. J. Speed Esq^r

Dr Sir

We have rec^d. Mr O'Rielly's reply to our letters on the subject of the proposed arbitration — He is willing if we think it best to submit to arbitration the question whether his contract with the Patentees is now valid or not — in other words whether the same has been forfeited by him — But he objects very strongly to the submission of the whole matter upon the broad basis contemplated by us, on the ground that it might by possibility compromise the rights of persons who have been induced by him to engage in the enterprise and whom he is under an obligation of good faith to protect — He urges that we ought not voluntarily to place the interests of those who have embarked in the cause upon the faith of his representations in jeopardy

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Please let me hear from you as soon as convenient —

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South Bend August 16th 1847.

Dear Sir

I take the privilege of inclosing to you a copy, of a letter of recommendation to have me appointed Superintendent of the Station at this place- it contains nearly all the Stockholders here, those who have not signed it are absent from home, - I have sent a copy of the same to Mr Speed, directed to Ithaca but have thought it advisable to forward this copy to you, it may be Mr Speed is absent and will not meet it at Ithaca-

Will you be pleased to have this for:d to the proper authority for making such appointments with such remarks as you may be pleased to make-

I have delayed writing you as I promised, thinking I should see Mr Speed here every week.

Should you think it probable that I will receive the appointment, (and know of no opposition, or other applicant) I should be pleased to receive from you such information as you may have at your command rel=ative to my duties; where will I obtain a copy of the Alphabet now used by the Telegraph? for I shall have to learn my "A. B. C" over again-

I suppose you are constantly on the wing, and doubtless will be until the Line of Telegraph is completed- and I hope in the end, you will receive a rich reward for your toil- I have not heard from Mr Morlee since I saw you, I wrote him however a few days since and expect an answer soon.

Between this and Niles some of the posts on the line have been delivered, but I understand some of them are Lynn or Basswood, and it does seem to me, that better timber could be had, that will not last more than a year or two, when they will have to be reset

Should you need the services of any one in this quarter I should be pleased to obey your commands

Respectfully Yours. Chas M. Heaton

P.S. — I will just state that since writing the above I saw Mr William Crewes who says he made a contract some weeks since for the delivery of 100 posts commencing ½ mile East of South Bend and extending West through town — &c — Crewes says that he has just learned that another person has also got a contract for the delivery of posts on the same ground excepting the ½ mile east of town & is to have until October to deliver them — conse=quently Crewes has declined furnishing any posts until some person authorised shall come here and make a more permanent bargain — I mention this as there must be some mistake as to the contract for posts through this place — and our people here are very anxious to see something going on on this part of the line —

Yours — —

C. M. Heaton

Rcd by North line Aug 24 '47

Chas. M. Heaton
South Bend Aug 26
'47

Please Return the
same to Ezra —

6500
2500
2600
4500
1900
1800
1700
1800
1600
1700
1800
1800
1800
32000
1500
$33500

Milwaukee, Aug. 16, 1847

Dear Tillotson:

Yours from Detroit was duly recd. You would doubtless like to know what progress is made in collections. I have had but poor success, having collected but very little since you left. The causes operating are various. The most prominent one is, that the merchants are all starting for New York & beg off until they get away, which is very slow. Another is that very many of the best are away from town, or are sick, still another, that some are procrastinating they know not why, — probably for the real want of funds — and yet another, who don't mean to pay unless compelled to. Those on the first installment who have not paid, & I think don't mean to pay — are, B. H. Edgerton 2 — Fillmore 1 Jenkins 1 — Leland & Childs 1 — H. W. & N. McCracken 1 each — Messenger 1 — Perkins 1 — Van Vechten 1 & perhaps Vliet 1 — Blossom 2 I doubt — & Cowker 1 Those who have paid the first & I think will not pay any more, are, Cary & Williams 1 — Dousman & Co 5 & Hubbard, the tailor Kilbourntown 1, — Brown, of the firm of Dousman & Co. says he shall not pay any more unless the location shall first be fixed in town by the resident stockholders — a mere get off I think.

Finch 1, Lynde 2, Rogers 2 Hale 2 Williams 5, Holliday 1, Hustis 1 are all out of town & will be absent for some time - at least a good part of them. - Hayden & Hale, will pay this week after they leave for New York — the balance will pay when they are ready - I expect to get 2 or 300 this week. The question of location begins to be agitated & will require your early attention There seems to be a growing desire to get it on the east side of the River. I have not seen Jackson since you left. I suppose he is busy on the line somewhere. The health of the town is tolerable. Have been quite busy for a week. -

Should be happy to hear from you soon. Miller has not paid yet - neither has Wilson & King at all - they promise this week.

Yours truly

James P. Greves

D. I. Tillotson, Esq
Ithaca N. Y.

Ansd. Aug 24th would be there abt 15th Sept.

MILWAUKE
AUG
1

10

D. T. Tillotson, Esq
Ithaca
N. York

J. P. Greves
Aug 16. '47
Answd 24th.

Know all men by these presents that I Ezra Cornell of Ithaca. N. Y. have made constituted and appointed, and by these presents do make constitute and appoint, H. F. Rice. of Troy N. Y (of the firm of Virgil & Rice's Express agents) my true and lawful attorney, for me and in my name, to collect and receive the first instalment of ten percent of the subscriptions to the stock of the Troy and Canada Junction Telegraph Company, as provided for and authorised by Article 3. in the Articles of Association of said Troy and Canada Junction Telegraph Co., and to give all notices, and to transact all business pertaining to the collection and giving receipts for the said ten percent to the full extent that ~~the said~~ I possess the power to make said collections, and the acts of my said attorney H. F. Rice in making said collections will be recognized by me, as my own acts in the premises. In witness whereof I hereunto set my hand and seal this Seventeenth day of August 1847.

E. Cornell

Ithaca 18. Aug. 1847

Dear Sir

Herewith you have a power of Attorney to collect for me the 10 per ct as provided in Art 3. of the Articles of Association of Troy & Canada Junction Tel Co. I wish you to make said collection as promptly as possible as it is high time I got my men to work getting the poles, and building the line to complete it as early as I desire to, and I have also a payment to make to the patentees on the Patent the first of next month.

You will not delay the collections even should the stock not be all subscribed as I shall have no dificulty in getting the ballance taken, I have just returned from Chicago and am confined with a fever but with hopes of getting out in a few days, when I will have the Trustees appointed and the Company thus far organized, Write me at Ithaca & at Troy of your success. and where I may find you at diferent times,

Yours Respectfully

E Cornell

H. F. Rice Esq

Power of Attorney
& Letter to H. F. Rice
Burlington Vt
Aug 18. 1847

Pokeepsie Aug 17th 1847

Mr Cornell

My Dear Sir.

I am very happy to learn that you have returned — And if you have not immediate business for me — I should like much to leave Pokeepsie for someplace where I can have more practice as the business of this Offs. is hardly enough to keep one in practice — so that we have concluded it will be best for one of us to go to some other Off — I am out of funds And wish at least twenty dollars Thatcher thinks ten will answer his purpose will you please let me hear from you soon and much oblige

Yours Respectfully

W. C. McRea

E. Cornell Esq.

Memorandum of an agreement between Wm P Pew and P. J. Partenheimer of the one part and E. Cornell and J. J. Speed of the other part. The said Cornell & Speed having the right to sell the Patent for Morses Telegraph in the State of Ohio do hereby agree to contract with said Pew to organize a Company and obtain subscriptions of Stock on the line from Columbus to Cleveland, and with P. J. Partenheimer to obtain subscriptions in like manner on the line from Cincinnati to the Lake, at Sandusky, by such route as may be selected. The price of construction to be One hundred dolls pr mile and the price of the Patent fifty dollars pr mile - More full and perfect contracts to be made with said parties as soon as may be and before the work is commenced; which is to be as soon as said Pew & Partenheimer can arrange their business to leave home, at any rate within thirty days - The profits of construction on both said lines to be equally divided between Cornell & Speed & Pew on the one line & said parties & Partenheimer on the Cincinnati line, Cornell & Speed having one half the profits, and Pew & Partenheimer the other half.

Ithaca 17 Aug. 1847

J. J. Speed

Marshall August 18th 1847

D J Tillotson

Dear Sir

I Send you by the first Mail the Detroit free Press of the 11th you will See by that what OReilly is doing. you See that he is not in any fear of the Suit now pending against him the denying of the Injunction gives him fresh Courage. when and how the Question will be Settled is hard to tell

now under Such circumstances it will be imposible to Collect now what can be done I think I Shall wait untill I hear from Some of you had not Some of you better come on and See if thing can be put to rights. It cannot be explained by any one hear. I understand the Post are going up between here and detroit and also on the other Side of the Lake I have not Seen Mr Wood Since you left but I Suppose he is buisey Somewhere on the line perhaps he has Seen this paper and Sent it you befor this. I had not Seen it untill to day when I went out to Collect it was Shown to me and Stopt at once I have Collected one Hundred in this place Since you was hear. Mr J Tillotson has returned he was to be here this ~~[illegible]~~ evening but has not come So I have not his advise

all well yours respectfully

To Speed Cornell & Tillotson
pleas let us hear from some of you on the receipt of this

William H Collins

Dear Sir   Aug 24. 47

Your favor of the 18th was duly rec'd. Mr Cornell has written you fully on the subject of the O'Reilly business which Col Speed has now gone to arrange with him and his associates in Cincinnati, Ohio — but should he do nothing with them we do not consider their claim of any moment and it is quite certain they will not be disposed to erect a second line along side ours, and if our Stockholders pay up as they ought to we will have ours in operation before they can make any move if they were disposed to — We have made heavy engagements on the strength of our subscriptions and if they fail to pay and see fit to forfeit the amounts already paid we shall be compelled to organize a new company and thus go ahead — We shall not "give it up so Mr Brown" — I will be with you about 13th or 15th Sept in mean time I hope you will persevere in collections —

D. J. Tillotson Esqr
Ithaca
Tompkins Co
N Y

Wm R Collins
Aug 18. 47

Burlington 19th Aug 1847

E. Cornell Esq

D Sir

I arrived here this day and find much anxiety to have the Telegraph built as soon as possible. I go to St. Albans with Prof. Benedict in the morning and hope to receive instructions and Power of Atty from you on our return I would suggest that you also send advertisements for proposals to furnish Poles and that you move as soon as possible. I also wish information such as you may possess of the doings in the towns below here we shall set about securing the right of way collecting 10% and filling up the Stocke and am bound to do it up sooner than you can expect. give us your part of the movement and we will push the matter

Yr Obdt Svt

A. F. Rice

Recd & Ans 27. Aug 1847

STEAMBOAT

10

E. Cornell Esq
Care Telegraph Office
New Yorke
N.Y.

H. H. Rice
19. Aug 47

Racine Augt 19. 1847

Dear Sir

We are now at work at Milwaukee Racine Chicago & Michigan City I went to Milwaukee yesterday to alter the Stakes from 1st to 3rd Street & Dr Greaves says the People are not satisfied with moving the Line on to third Street & wish it to remain untill you come out again - I am not fully satisfied in my mind whether to Run the Roads on the Lake Road or the Prairie Road - I have Enquired of the Ship Carpenters & piners it will cost from five to Six Hundred Dolls to Carry the [illegible] across the River at Chicago on High masts - & as there will be no difficulty in carrying it round the [illegible] of Navigation I would hear from you before I decided as to the route from Chicago North all goes on well

Your Truly

Lovell Lackin

Recd and Answd. Aug 28. '47.

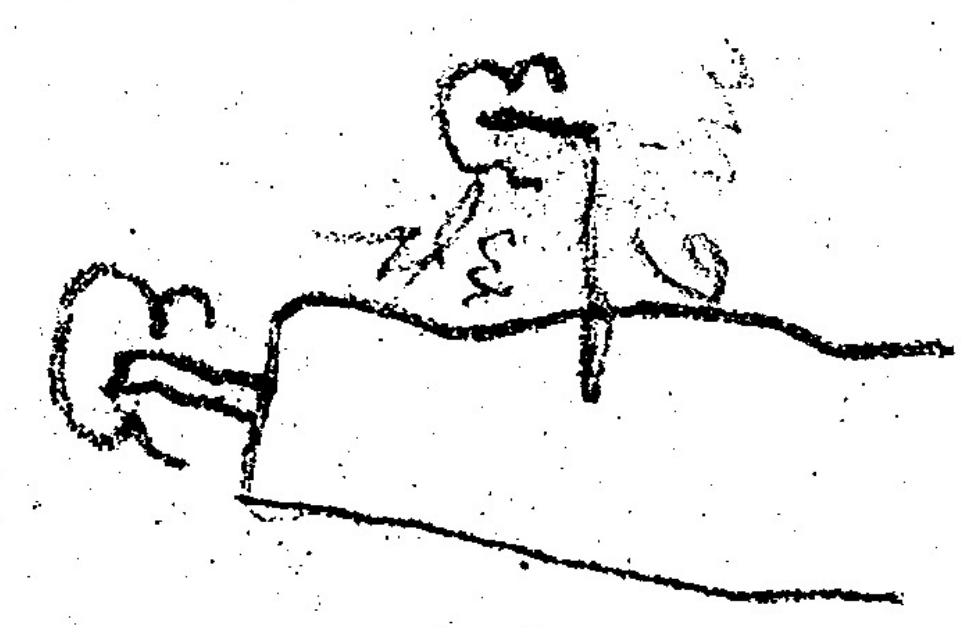
Cross Madison St. Bridge, Chicago and One Mile north on the North Branch, Shall not use Masts - take Lake or Prairie Road as seems best in his judgment -

D. Jackson
Aug 19th 47. Recd
Ansd 28th

WIS.T.

10

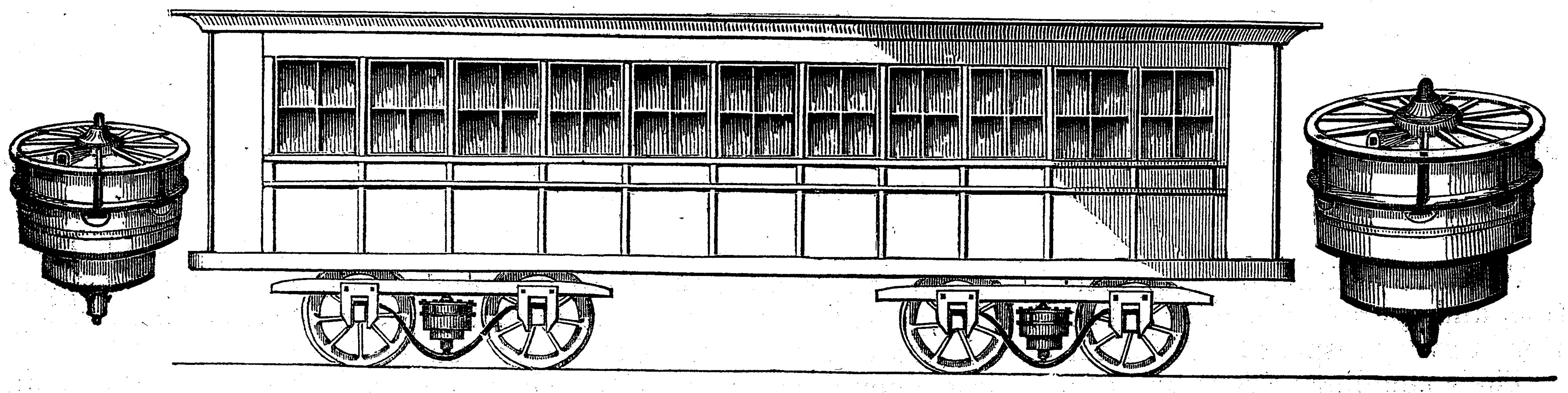
D. S. Tillotson Esqr
Ithaca
N. Y.



LEWIS' PATENT RESPIRATORY AIR SPRING,

FOR RAIL ROAD CARS, LOCOMOTIVES, BUMPERS, &c.

Patented in the United States, England, France, and Belgium, 1847.



The *perfect* elasticity of Atmospheric Air, has long since suggested the idea of applying it, as a substitute for Metallic Springs in Machinery or arrangements, requiring the interposition of elastic media.

This principle has been applied in connection with a metallic cylinder and piston; but upon trial has been found objectionable from the difficulty of retaining the air in the vessel, under the heavy pressure required for Rail Road Cars—*the unequal expansion and contraction of the two parts,* causing the surfaces of the piston and cylinder to wear, and thus permitting the escape of the compressed air.

The peculiarity of this improvement consists in applying the elasticity of atmospheric air, or any permanently elastic gas, by means of air-expanding, contracting and respiratory chambers, perfectly connected by flexible belts of impermeable material.

The arrangement is very simple, the air easily applied, and when once filled requiring no oiling or attention whatever. It can also be easily adapted to any required pressure, and attached to any description of Cars, where steel or other springs have been used.

Each spring contains two or more respiratory chambers, separated by metallic plates with holes, so arranged as to have the effect *to check the passage of the air,* and thus relieve the car or carriage from the injurious effect of sudden shocks.

The Elliptic Steel Springs, which are so generally used, are, from their nature, sure to fail after a short period, as the constant vibration to which they are exposed, destroys, by a separation of the particles of the steel, all their life and vitality, causing them to require constant repairs or renewals.

The proprietors now offer this Spring to Rail Road Companies and Car Builders, with the utmost confidence in its superiority to any other arrangement which can be adapted to Rail Road purposes. They are about one-half the average weight of Steel Springs, and can be taken from and placed under Cars without causing a detention of more than a few minutes, which in many cases will obviate the necessity of extra Cars.

Their trial for nearly two years past upon a number of roads in New England, the important improvements which have been recently made in their application, and the numerous certificates they have received from Engineers and Superintendents, have induced the proprietors to establish a manufactory in New Haven, Conn., where they will be happy to execute any orders which may be received, or to exhibit them to any one interested.

The Spring can also be seen in operation at the office of the Agents, Sherman & Morris, No. 76 Broad street, New York, where it is subjected to a very heavy pressure, and its operation and mode of attachment to the cars explained.

Reference can be made to the Superintendent of the Hartford and New Haven Rail Road, on which they have been used for nearly two years; also to either of the following Roads—Lowell, Boston and Maine, Fall River, and Somerville, N. J., Rail Roads, on which they are now in successfull operation.

E. C. READ,
BENJAMIN M. SHERMAN, } *Proprietors.*

NEW HAVEN, CONN., AUGUST 20th, 1847.

CERTIFICATES.

From Messrs. Wm. N. Clayton and J. C. Furber, *lately in the employ of the Hartford and New Haven Rail Road Company, and now Car Builders, New Haven, Conn.*

New Haven, August 15, 1847.

We have had frequent opportunities, since the summer of 1843, of watching the construction, application, and operation of Lewis' Patent Air Springs, and have no hesitation in recommending them as superior in every respect to any other description of Springs used under Passenger Cars.

Their peculiar advantages are, their economy, the easy motion they give to the Cars, and the facility with which they can be attached or detached—in many cases obviating the necessity of extra Cars.

Another peculiar advantage connected with these Springs, is the fact, *that they can be adjusted as occasion requires to any pressure* in a few moments.

Improvements have been recently made in their construction and application which have brought them to great perfection.

WM. N. CLAYTON,
J. C. FURBER.

From J. W. Stowell, Esq., *Superintendent of the Norwich and Worcester Rail Road.*

In reply to your inquiry concerning the operation of your patent Respirating Air Spring now in use upon this road, I would state that the trial of them thus far has proved highly satisfactory. There is a degree of ease and softness in their action which I have never seen approached by the most perfect steel spring, and from observation during three months' service, I see no reason to apprehend any lack of durability.

By avoiding the necessity which has been hitherto supposed to exist of making air-tight sliding surfaces in the construction of Air Springs, the great defect which has hitherto condemned all Air Springs is completely remedied, and the admirable action of the respirator, by retarding the violence of reaction, appears to leave nothing further to be desired.

Very respectfully,
J. W. STOWELL, *Superintendent.*

From G. B. King, Esq., *Superintendent of Cars of the Boston and Lowell Rail Road Company.*

In answer to your inquiry as to the operation of your Patent Air Springs on the Lowell Rail Road, I have to say, I do find them to operate extremely well. They have been running constantly under one of our sixty passenger Cars since the fifteenth of June last. They remain perfectly air tight, and ride the easiest and best of any Springs on the Road; and I see no reason why they should not be kept in repair at a very moderate expense. I have been acting as Superintendent since 1835.

Lowell, Dec. 15, 1846.

G. B. KING.

The above statement of Mr. G. B. King, Superintendent of Passenger Car Repairs on the Boston and Lowell Rail Road, may be fully relied upon, and is corroborated by my own observation.

WALDO HIGGINSON,
Agent for Boston and Lowell Rail Road Company.

From Charles Minot, Esq., *Superintendent of the Boston and Maine Rail Road Company.*

Having become satisfied from a trial of your Patent Air Springs, that they are the best in use, I have concluded to order two more sets for new Passenger Cars now building.

Respectfully Yours,
CHARLES MINOT, *Superintendent.*

Rochester 21 Augt 47

Dear Sir

After waiting two days for Smith's letter, it came this morning— You may well say it is important— I have written him pretty fully and send you a copy of my letter to him. I think you had better see him as soon as you can, and insist on his rescinding the power given to L H Wells— I also send you a memo. which I think it would be well to have Reo & P sign, and leave with any of them, and take a copy in their hand writing, to show Smith, I have not yet seen Livingston, but will see him before I leave here, and refuse to give up Ohio. On the other ~~side~~ half sheet I write you, for you to show Smith if you think proper— Write me at Columbus and insist strongly on maintaining all our ground—

Yours truly

J J Speed Jr

[over]

make a contract with Tillotson for the Galena line, and from Detroit to Pontiac and from Monroe to Adrian and such others as you think best.

Smith may flare up at my letter, and swear that we shall have nothing: but if so I want to know it. I have no idea of pretending to have the right to any portion of the country and the first I know some one else present me with a contract made with Smith taking it away from me.

Go down as soon as you can and see Smith at once. You can manage him you say by having him believe he is managing you.

J J Speed Jr
21 Aug 47