Mr E Cornell

Utica Sept. 3. 47

Dear Sir

I herewith sent you copy of a circular from H.B. Ely— it was directed to Col. Speed from Jackson by a Mr Sam'l H Kimball, who says, "The above circular was in circulation here and elsewhere, and they are producing great disaffection— They need prompt explanation."

Yours truly

Orgd Sam'l H Kimball.

Now what is to be done? it is very certain something must be, or we cannot collect another dollar, and a man will hardly be safe to go among our subscribers, without something being done that will be satisfactory to them more than a mere assertion—

I have inclosed a copy to Smith but without making any remarks. More than "this is a copy sent Col. Speed from one of the Stockholders in the E & M. Tel. Co."

Very Truly

D. D. Gibson

D T Tillotson—
Sept 3-17

Mr C Cornell

Dundee Sept 3d 1847

Dear Brother

Mr Cutter came home sick last night- but has nearly completed his contracts as I learn from his wife who came up with him. He is in too critical a state to talk of business & was deranged & raving all night- last night- Shall be able to get all the necessary information i.e. papers &c. &c of his wife and shall go with an interpreter to finish up the Contracting — Packard & Stevens "go ahead" finely & do well &c I must see you if possible, when you come to D. if U am below come down if you can possibly Greatest haste possible

Your affec Bro M L Hoosk

E Cornett Esq

Fins Arrived last night yesterday morning

~~Copy of this Letter Sent Dutch~~

Ithaca Sep 3rd — 47

Dear Sir

I call,d at your house last night and in lieu of finding you got the message you left which was to write what part of the busines I wish,d to follow, this I intended to leave entirely with you. The information I got from your brother was that he was going into your employ, I ask,d him if he could not get me a situation with you he said he could if I wanted to go but what part of the busines was not mentioned & I expected you was the best judge of course what part of it a person not acquainted with the busines could perform This I am willing to leave with you expecting you will give me just as good a situation as you in your judgment shall see that I merit after a fair trial

If you will write from Albany as to what you would want me to follow at present the wages you can pay and when you would want me to begin I will attend to it and let you know immediately

I would like to know as soon as possible so as to give your brother an answer as to the house

E, Cornell

Yours &c S, A, Mohns

S A Holmes
3 Sept 47
Wants to go to work

Paid

E. Comel Esqr
Albany N.Y.

Rochester Sept 3 1849

Dear Brother

Your Com was received & I shall be in Ithaca with my family next week friday night if nothing interfears to prevent.

I received a Communication from S. A. Holmes of Ithaca stateing that if he could get business with me he should leave the house where he now lives & Mr Stower told me when I was at Ithaca that he would take his House and let me have mine if he could get it

Mr Holmes will be a good hand to employ to take charge of a gang of hands on your work and I think will work reasonable I wish you would see him and make ~~arrangem~~ arrangements so that I can get my house when I get there let me hear from you ~~as soon~~ by telegraph as soon as you receive this I shall be ready to go with you as soon as we get back to Ithaca

Respectfully Yours

S. B. Cornell

Do E. Cornell Esqr

Copy

Jerm. C. Kimball Esq.
Nauvoo

Nauvoo Septr 3. 1845.

Sir

The Circular of Mr E.B. Ely,
accompanied by your note, addressed to Col. Speed, was duly
rec.d Col. Speed is now absent in Ohio, whom he has gone with
from the Patentees
proposals to meet Mr O'Reilly on the subject of adjusting
the controversy between the Patentees and Mr O'R. and I
have no doubt all will be amicably settled to the entire
satisfaction of the public and all those interested in the
Erie & Michigan Tel. Co. Mr Ely says "there is no controversy
with any person or persons on the subject" his associates at
Rochester, think different and are very desirous of having it
settled and have so written Mr O'R.- should Col. S. not
succeed in his mission, the whole matter will be tried before
a legal tribunal which from the wording of the contract and
the correspondance betwen the Patentees and Mr O'R. will at
once settle the affair in favor of the Patentees,-

Col Speed is progressing with all
possible dispatch with the line from Detroit to Mackinaw and
we hope to have it in full operation by 1st Nov. notwithstanding
any circulars of Mr Ely's.

Very Respectfully
Your Obt. Servt
O. D. Dickerson Agt.
Erie & Mi. Tel. Co.

Chicago Sept 4. 1869

Dear Sir

I suppose you have heard by Mr Wm Lowry. Letter & a paper he sent you that one of the Suit of mine & Mr the Explosive Note of using the Patent in the Lafayette Business — I came here on my way when my business at work & learned from Mr Lowry that you got & Mr Ogden & others they had me to come work Mutelle I hear from you — as the People do not have subscribed Report to pay up & he Mr Lowry would feel authorized to pay over what he has Collected under Existing Circumstances Then I shall Hold on Mutelle & See you or you write me on the subject who I can Look all in order & now we can get Mutelle of Mine Let me hear from you by

Yours Respectfully

I. I. Hitchcock

John Jackson

Columbus 4 Sept 1847

My dear Lei

I send you letters from Mark this morning and was truly rejoiced to learn that you had been to Portland since your sickness. I fear ere our Country, that I did not know but the wounds had closed, and crop previous: but you know how to manage Cases

Gen O'Reilly has not the power that the Patentee appears to extend his contract, I do not know how he expects to maintain it. Harvey Ely tells me that they have abundant Evidence to show that the Patentee did agree to it, extensions, and did not consider it forfeited long after the 6 Sept months expired - There is no other way now but to have it associated them, and that will be a long tedious job. Upon this act that I have obtained from the Ohio State Journal of Yesterday, which I sent you - What the Spirit Growth of my Article? Any more favorable advantage in my Contracts &c Negociations? Have you received those letters I have written but I am not Easily discouraged, and

as I have had more Practice before a Town meeting Court than any other, & like this firm, and will attend to the cause strictly.

Put the pipe right about the Lake line, make a strike, or give up the whip.

I will go home here on Monday to Mount Vernon, come from there to Mansfield, and Sandusky and if I do not hear from you, or Smith, so as to change my course, I will visit Fallston all Cincinnati, and go with him to Chicago, and make arrangement for getting stock on the line from Chicago to St. Louis.

If you think it advisable, send me a few articles, and have Smith sign them, for all the notes I can to return O.R.'s, Quotations, and Newspaper for action at home & other times.

I have written to the Auditor of the Cincinnati Gazette, and St. Louis Democrat, enclosing five dollars to each, and requesting them to publish the Times articles in the Ohio State Journal. May efforts here will not fail much, and all the good I can do will be returned, Quotations, and Newspaper for action at home & other times.

I cannot give an that Howe is using his machine any where - If they are using it, they do it secretly. I have no fears of new instruments, we have had some little experience that way ourselves, and know that the road to success, is not quite as smooth, and as plain, as the National Furnisher - Write an article on the subject, and have it published

Write me at Lectonia

Yours truly

J J Spurgeon

Rochester Sept 5 1849

Dear Brother

as Charles Macy is expecting to see you tomorrow I thought I would write a few lines to let you know how soon I should be able to be with you on the line, I shall start for Ithaca next wednesday morning shall get there on friday, and as soon as I get settled I shall be ready to leave home I had a communication from Mr Holmes of Ithaca saying that if he could get a job with me he would let Mr Avery have his house and by that means I could get possion of my own house, as it is I am going on an uncertainty altogether, Mr Holmes is a business man and would be a good hand to take charge of a gang of hands & in case he can have a chance with me & can get immediate possion of my house, he will work for moderate wages let me hear from you when I get to Ithaca & give him a situation if possible & also let me know where to find you

Respectfully yours E B Cornell

D. C. Cornell Esqr

Phila Sept 6th 72 5 ms

Dear Friend ABC,

Yours just recd, having been forwd from Pdl I
reached this place one day in
advance of your letter — Consider
pleas expense thus incurd meets
as like & not Chandy — on the
table before one as 3 customers
& I am alone in the office & our
business hours last till 10 1/2
I have to keep one eye on the lists
& both ears while with one eye
& one hand I ~~scratch~~ a few
~~hasty~~ ~~lines~~ lines to you —
I saw Jno Father yesterday in
Mr Griffiths dries he returned
from the West the 20th ult Father
feels in my eye — Mr Shatem is
still in Pdl — Dear times at
the Sedwick no doubt wish I could
have been one of the no's, Happy to
learn that Prince Rubin & ok his
taps he is a good boy & Give him
my respects & tell him that I will
write him as soon as I can get
time & hope his Student will

Mailed a Sad operator
Dear A. Sta a Short Time Since
from M.C.M. Office the two last
Then Except a little Nonsense
Somebody has not written me yet
Mail for the Gall Creek Letter
It travels out about as might
have been Expected — But my School
teaching days are over at last
This is the greatest
business of in the U.S. so please
Excuse me for being so busy
As I have a particular friends
to write to to night

Yours Respectfully
W.C. McRee

P.S. Thos as owes Operators in
this Office please write soon and
oblige me

Wm b McReal
Sept 5th 1849
Philadelphia
Pa

Montreal Sept 6th 1847

Dear Sir —

Association oblige me to wait for funds from last friday to ~~this~~ Tomorrow evening — The delay is caused by the fact that the president wont draw for money till they have a meeting & authorize him to draw — & a meeting could not take place till tomorrow as 15 day is English mail day — . Saturday evening I concluded to come up to Montreal & see if I could not find some Spades Patten is getting better & will be able to go on with his part soon as Wednesday I hope of the right sort If there are any Spades to be had any where be sure & get them

In haste

Your Aff Bro

W. S. Brooks

M L Wood
Sept 6. 1847



Milwaukee, Sept. 6 '47

Dear Tillotson:

Enclosed you will receive a circular which explains itself. There were some 30 or 40 sent here, & direct to prominent stockholders. Of course, the effect is very pernicious. I had just commenced collections on the 3rd installment, while many of the 2 were not yet paid. Some are not affected by it, but most are scary. They want to wait until they know more about it. I hope you will hasten here & explain. I suppose I know something of the matter but not enough to explain. You will see the importance of being on the ground, in order to secure the payment of the installments, & save embarrassment. I fear not much will be collected before you arrive. Our papers magnanimously refuse to publish the circular, although sent to them with the request to publish. Your favor of 24th ult. was only rec'd. If this reaches you in time, please answer before you leave.

Yours in haste

James A. Graves

Jas. P. Greers
Sept 6. '47

Albany 6 A.M Sunday

Dear Sir

I arrived here this moment on my way to Utica, to attend the Buffalo Meeting tomorrow to get resolutions passed refusing Connection with A'M lines.

I hope you got the Buffalo & Detroit line and you will go ahead with it, I will write you more fully from Utica. In Haste

Yours Truly

E. Cornell

D. T. T

Columbus Sept 1847

Dear Sir

Your directions are for me to write you every day, and recently I believe I have communicated with them — In Smith's letter to me, forwarded from Ithaca, and received yesterday, he says that he inclosed a copy of Morse's Patent forwarded to me, and that when any cause should arise, I was to serve an injunction on OR, to do so, in his, his name — I have answered him by saying, that with all proper respect, I must be allowed to doubt whether that is the better way to begin, the Court will refuse an injunction at the preliminary hearing, and OR will do as he did before, Cry Eyony, and represent the case as decided in his favour — I have advised with Judge Swan, formerly of Akron, and Seth W. Andrews, formerly of Utica, now living here, and two of your lawyers of any in Ohio — They have examined the contract, and all the facts which I could state to them and are decidedly of the opinion that it would not be best to apply for an injunction; but to file a bill, and serve on OR, and all other persons who are connected with him, in using Morse's Register, they will issue Smith a bill, such as they

think we be right, and leave it for him to decide, whether to proceed by injunction, or the way they propose — he carefully examining the contract with them, they came to this conclusion. that it is a doubtful question, and by no means as certain on our side, as Smith supposes. but it will depend much upon the evidence which they may produce, showing the assent of the proprietors, or at least their quiet acquiescence, in their going on under the contract, for seven or ten years, often it explained by circulation, and before Smith gave them notice that he considered it void. They say that they have abundant proof that the Kendall acknowledges the validity of the contract after the Six mos expired: but they may not be able to show that Smith did so. On the whole, I say to you, what I would not say to any one else, that I consider it a doubtful question, and would not be disappointed if O R should get a decision in his favour. I will therefore suppose that his contract is good, what then does the contract covenant? He has a right to run to Pittsburg Cin. & St Louis, and also to the Towns on the Lakes. the Patentee reserving the right from Buffalo to Erie, and also that no preference shall be given to O R in the construction of connecting lines. Now I suppose that a fair construction of the contract, since giving O. R. the line to St. Louis & any line which he may choose from Pittsburg to the Lakes, and

consequently he would have a right to run from Pittsburg to Cleveland, and from Cleveland to Millwaukee, or from any: but as no person is to be given to him in constructing said or connecting lines he have a right to build a line from Buffalo to any of the Towns on the Lake, so as not to connect any cities or towns that have been already connected by O.R. and as we have a company organized to build a line from B to Millwaukee, and be granted same, and have also power to commence, we would have a right to the Lake line, even if his contract should be declared void. He cannot claim, that the contract gives him the line from St Louis to Chicago. It says from Harrisburg to Pittsburg & from thence to Cincinnati St Louis, and also to the principal towns on the Lakes - that is to say, from Pittsburg to the Lake Towns: He has no right to run from any other point to the Lake, other than from Pittsburg: but in doing so, he may go to Cleveland, and from Cleveland to any other of the Lake Towns: but he would have no right to run a line back from the Lake Towns into the Country - You are also aware that the Patentee reserve the right to build from Cleveland to Erie, and if O.R. did not build connecting line to connect the other Lake Towns with his line, the Patentee may do so, and no person is to be given to him - If I am right

in my construction of the contract, and I have full confidence that I am, the last of our Commissioners on the Lake line, before Ely died, gives it to me: and I would not in the last advice to build the line from Buffalo to Milwaukee, even if I knew that the contract would be declared forfeit with O.R.R. He cannot hold one sole of Telegraphs, under the contract, even if poor, besides the line to St Louis, and the line they have already built to Chicago. That fulfils the conditions of their contract, which is only from Pittsburg to St Louis, and from Pittsburg to the principal towns on the Lakes, provided the other party does not build the connecting line on the Lake, before they do; so as not connect any towns which may have been connected by O.R.R. and as our organization was for the whole line from B to Milwaukee, and as now one half the line built, before they began, we have a right to finish it, and Courts, and no Court on Earth would take it away, altho the courts may decide their contract void. Another construction in the contract is, that the Pratt's may connect the Western Towns with their Railway, subject to the same condition, that in doing so they shall not connect towns with each other already connected by O.R.R's contract giving him two routes, one from Philad. by way of Pittsburg to the lakes

Sept 25/67

Since the letter from Pittsburg to the Lake Towns. Now between he and Linn fit to run his Telegraph from Pittsburg to Detroit, and thence to Chicago, and then stop - would not the Patentees have a right to build from Erie to Detroit? Most assuredly they would - but as no [redacted] is to be given to O.K., in contracting competing lines, we have a right to connect any two or all the Towns on the Lake with each other, if we do it upon the way. All the the phrase "connecting lines", in no other sense in the Contract, I must mean the connection of any two or more Towns, not connected by O.K., and not on one of the lines granted him, that is between Pittsburg & Shelbyville or between Pittsburg & the Lakes. If I have made myself intelligible, I think you will agree with me, and if you do, state the case to Lowe, if they are going on with the Lake line - I think of leaving him tomorrow for Detroit, and will go on that line with Pittsburg, and from there to Shelbyville, if I do not hear from you or Smith to alter my course -

You will see in the Cincinnati Gazette of the 3d Inst. a circular by O.K. offering three hundred dollars for the best essay on Telegraphing - There's a chance for you, Manny and Glory two - I think you have better go in for [redacted] - You can doubtless find the station in town of the reading room in the city

I will send you my reply tomorrow
with this [redacted] Journal—
After perusing Smith's letter, I am
inclined to think that he will insist
on commencing against O R by injunction
and just as soon as our line, he will
get the start on the start, and give O R,
the advantage, by an action, that
the Court has again decided in his
favour— If Smith will commence a
suit by title, and not apply for an
injunction, O R can put no advantage
until he succeeds in sustaining his
contract after all the proofs are before
the Court, but on an application for
an injunction, it is decided on affidavits,
and O R will swear hard enough
to prevent the judge from closing
up his shop, in that summary
way— It is an troublesome matter any
way; but we are in for it and will fight
it to the end—

Yours truly

D. A. Smead Jr

P.S. I expect a month hence to hear that Ely has his boats all safe to Detroit & L & W done nothing—

Rec'd & Ans'd Sept 18.-

Paw-Paw Sept, 8th 1847

Dear Brother

I have neglected writing to you much longer than I intended when you left here but I have scarcely remained long enough in one place to write a letter without interruption from some one, I have been anxious to push the work ahead and have been constantly on the move. I have got the work now well under way and if we do not fail in funds the setting of the poles will be closed up on this division this month. We have located the office in Detroit on the corner of Cass st and Jefferson Avenue about half way from the new Depo and the post office. We commenced setting the poles at the building and went on west without any interruption. We have now ~~XX~~ over fifty miles of poles put up and about 5 or 6 miles a day are now going up, one gang of hands start tomorrow to work from Niles to Michigan City. The poles are nearly all delivered and the money goes off rapidly. There has been no collections made since you were here in consequence of a circular making its appearance all along the line which I inclose for your inspection. It will undoubtedly embarrass the work on the line if there is not some measures taken soon to counteract its influence, The bold assertion that O'Reilly has the exclusive right to put in operation Morse's Telegraph upon this line has taken the subscribers rather aback and created much distrust and anxiety for the safety of their investment I have been busy the last week in talking and writing to stock subscribers explaining the situation of the

rights of parties as far as I understood them and have promised them a more full explanation through the contractors and others engaged in the enterprise. I think it will be necessary to issue some prety strong assertions as to the right to construct this line in order to do away the influence of this circular. If the associates of O'Reilly comes on and commences putting up a line as they say they will on their own hook it will be necessary for you or Speed to come here soon and either lecture the present subscribers or procure new ones or devise some other means to carry on the work, I had a conversation last evening with Mr Kellogg of Kalamzoo he seems to be much embarressed and perplexed with regard to the circular and intimated that he shoul go to Detroit and see Howard and try to find out more about the matter. I suggest whether it would not be advisable to procure a copy of the O'Reilly contract and send it to Howard and if he thinks the right not vested in O'Reilly let him publish his legal opinion to the subscribers and as the people in this State are acquainted with him and would place more confidence in what he would say than any other man we could pitch upon it might allay all dissention more speedily perhaps than any other way.

I left home day before yesterday and shall procede on to Niles Southbend & Michigan City before I return. I have but four hundred dollars left and if the poles are all delivered they will take what I have left and there is no collections being made I shall not stop the work as long as I can get men to work on promises to pay.

Our friends are all well as usual although there is a great many sick in the vicinity around us. The season has been hot and dry and fever is very prevalent I saw Isaac Bishop on Sunday and had a chance to hear the news from Dryden somewhat fully. He seems to like the country well and is anxious to settle as many of his family here as he can. The markets are rather stagnant nothing doing in flour though five shillings is offered for wheat. The people of Albion as many questions about the Telegraph and are anxious to have an office there and would subscribe stock but I am glad there is none taken there for the present. The papers in Marshall have refused to publish any thing for the agents of O'Reilly and will do all they can to further our interest in this line. I have written one of the Editors a letter which I think he will publish and may perhaps opperate favourably in that place.

I wish you would write and advise me how to procede in this crisis I had a letter from Tillotson saying he should ~~state~~ start for this State about the 10th I hope he will be here soon. If there is any thing done about getting the wire on please inform me. As I passed throught Albion Edward showed me a letter from Alonzo saying you had been sick but had recovered and gone east also that E.B. Cornell had left the Buffalo company and was making arrangements to move back to Ithaca I should like to have him come here and assist in putting this line in opperation. The mail is closed and the stage is coming so I shall have to take this to the next post

Yours with Respect

M B Wood

M V Wood
Sept 9. 1847

Hamilton Mich
Sept 9 1847

10

E Cornell
Ithaca
N Y

Telegraph Office
Owego Sept 8th 1847

Mr Connell

Dr Sir

I write you for the purpose of enquiring whether there are any vacancies on the Line from Detroit west. and if so if I can have an office on that line. and if possible the Chicago Office

You are probably aware I have had charge of an office on this Line for more than a year. and a part of the time with our friend Mr Brown.

If you on enquiry are satisfied that I am capable of taking charge of an office and if there is any prospect of my obtaining one. You will by a speedy answer much oblige

Yours Truly
C. C. Marsh

P.S.

Can you inform me when a letter addressed to Mr Brown will find him. I have lost track of him.

C.C.M

TO THE

SUBSCRIBERS

OF THE STOCK OF THE

ERIE & MICHIGAN TELEGRAPH COMPANY.

GENTLEMEN:—

As contractor for building the Telegraph from Detroit to Milwaukie, I beg leave respectfully to present for your consideration the following statements respecting it:—

The posts from Detroit to Milwaukie are nearly all up, and the whole line will be completed, and in working order, within the time specified in the articles of agreement and association constituting the Erie and Michigan Telegraph Company. That portion of the line from Detroit to Buffalo has been delayed, in consequence of obstacles interposed by Mr. O'Reilly; but will now be pressed forward with energy, and completed by the first of February next. I have also made an arrangement, in connection with Mr. E. Cornell, with the proprietors of Morse's Patent, to build a line of Telegraph from Dunkirk, on the Lake, to New York City, which will be completed early next spring—thus giving us the means of connecting the Lake line directly with the city of New York, and avoid the delay incident to rewriting at Buffalo.

You will see, from the following statements, that we have not been able to settle the unpleasant controversy with Mr. O'Reilly, and I think you will come to the conclusion, after reading the following, that the failure to do so has not been owing, on our part, to a disposition to prolong the controversy.

As the Attorney of Mr. Smith, who now has the entire control of the Morse Patents on the lakes, I have employed eminent counsel in Ohio, and in Michigan, who will proceed against Mr. O'Reilly, and his associates, for a violation of Professor Morse's Patents, and press the suits to a final hearing, as fast as the "law's delay" will permit.

That you may understand something of the merits of the claim set up by Mr. O'Reilly, I have included a copy of the original contract between him and the Patentees. You will see that Mr. O'Reilly was bound, in the contract to build a line from Philadelphia to Harrisburg, and provide capital for its extension to Pittsburgh, in six months from the date thereof, (13 June, 1845,) he does not pretend that he complied with the conditions of the contract; but sets up pretences as an excuse for not doing so, not acceptable to the Patentees; and they notified him in October, 1846, that "his contract had long since expired by limitation;" but they expressed a hope that he had, or would, so far comply with the contract, as to enable them to execute it, in reference to that portion of the line from Philadelphia to Pittsburgh. You will also see that no *preference* is to be given to O'Reilly and his associates, in the construction of connecting lines; and even if *his contract was not forfeited*, he would have no right to interfere in the construction of a line connecting the lake towns, as the Patentees organized a company, and commenced its construction before Mr. O'Reilly extended his line from Pittsburgh to the lakes. You will also see that the Patentees reserved the right to build the line from Buffalo to Erie; and Mr. O'Reilly will not pretend that he even had Mr. Smith's consent to build that portion of the line. The Patentees also claim that O'Reilly violated his contract by building lines at his own price, without the concurrence of Trustees, to be appointed as provided in the articles of agreement and association, referred to in his contract.

But Mr. O'Reilly says that he has secured the "two other inventions, not inferior to Professor Morse's." If that be true, why contest the right to use Morse's inventions? The truth is, *they have no other instruments* which can be used successfully; even if they had a right to use them, and their pretences will be believed, when they put their mighty inventions in operation; but until they do, it requires the exercise of that faith "which believeth all things," to gain them credence.

The New York and Buffalo company have passed a resolution refusing to connect with O'Reilly, if he does extend a line from Cleveland to Buffalo; so have the New York and Boston company, and the New York and Philadelphia company will do so at their next meeting. Mr. O'Reilly will, consequently have to extend his lines all over the Union, to make them as available as the present system.

Believing that justice and equity, as well as the "law and the testimony," are on our side, I hope that the subscribers to the stock of the Erie and Michigan company will not embarrass our operations, and delay the work by neglecting to pay their subscriptions promptly.

Respectfully,
Your obedient servant,
J. J. SPEED, JR.

Articles of Agreement for extending the Electro-Magnetic Telegraph, from the Seaboard to the Mississippi and the Lakes.

This memorandum of an agreement between Henry O'Reilly, of the one part, and Samuel F. B. Morse, Leonard D. Gale, Alfred Vail, and Francis O. J. Smith, of the second part, witnesseth as follows:

That the said Henry O'Reilly undertakes on his part, at his own expense, to use his best endeavors to raise capital for the construction of a line of Morse's Electro-Magnetic Telegraph, to connect the great Seaboard Line at Philadelphia, or at such other convenient point on said line as may approach nearer to Harrisburg, in Pennsylvania, and from thence through Harrisburgh and other intermediate towns to Pittsburgh, and thence through Wheeling and Cincinnati, and such other towns and cities as the said O'Reilly and his associates may elect, to St. Louis, and also to the principal towns on the Lakes.

In consideration whereof, the said parties of the second part agree and bind themselves, their representatives and assigns, that, when the said O'Reilly shall have procured a fund sufficient to build a line of one wire from the connecting point aforesaid, to Harrisburg, or any points farther west, to convey the patent right to said line so covered by capital, in trust, for themselves and the said O'Reilly, and his associates, on the terms and conditions set forth in the articles of agreement and association constituting the "Magnetic Telegraph Company," and providing for the government thereof, with the following alterations, viz:—The amount of stock or other interest in the lines to be constructed, reserved to the grantors and assigns, shall be one-fourth part only, and not one-half of the whole, on so much capital as shall be required to construct a line of two wires; but in all cases of a third wire, or any greater number, the stock issued on the capital employed for such additional wire or wires, shall be divided equally between the subscribers of such capital and the grantors of the Patent Right, or their assigns. No preference is to be given to the party of the first part and his associates in the construction of connecting lines, nor shall any thing herein be construed to prevent an extension, by the parties of the second part, of a line from Buffalo to connect with the Lake towns at Erie; nor to prevent the construction of a line from New Orleans, to connect the western towns directly with that city; but such lines shall not be used to connect any western cities or towns with each other, which may have been already connected by said O'Reilly.

In case of a sale of the entire Patent Right to the Government, the grantors shall be bound to pay the actual reasonable cost of the lines constructed under this agreement, with twenty per cent thereon, and no more, to vest the Government with the entire ownership of such lines—provided, as specified in the Articles of Agreement of the "Magnetic Telegraph Company," the purchase be made or provided for by Congress before the 4th of March, 1847, (eighteen hundred and forty-seven)

The tariff of charges on the lines so constructed, shall conform substantially to the tariff of charges on the great Seaboard Line before named, and in no case to be so arranged as to render the lines unequal in this respect, to the prejudice of either.

Unless the line, from the point of connection with the seaboard route, shall be constructed within six months from date to Harrisburg, and capital provided for its extension to Pittsburgh within said time, then this agreement, and any conveyance in trust that may have been made in pursuance thereof, shall be null and void thereafter; unless it shall satisfactorily appear that unforeseen difficulties are experienced by said O'Reilly and his associates, in obtaining from the State officers of Pennsylvania the right of way along the public works; and in that event the conditional annulment aforesaid shall take effect at the end of six months after such permission shall be given or refused. And any section beyond said last point, embraced within the provision of this agreement, which shall not be constructed by said O'Reilly, and his associates, within six months after said parties of second part shall request said O'Reilly to cause such lines to be constructed, so as to extend the connection at least one hundred and fifty miles beyond said last point, and in like ratio during each succeeding six months thereafter—*then*, in relation to all such sections of the line, this agreement shall be null and void, provided that such request shall not be made prior to the 1st day of April next, (1846.)

And the party of the second part shall convey said patent right, on any line beyond Pittsburgh to any point of commercial magnitude, when the necessary capital for the construction of the same shall have been subscribed within the period contemplated by this agreement, by responsible persons, and not otherwise.

Done at the city of New York, this 13th day of June, in the year of our Lord eighteen hundred and forty five.

(Signed,)

HENRY O'REILLY,
FRANCIS O. J. SMITH,
SAM. F. B. MORSE,
L. D. GALE, by his Attorney, S. F. B. Morse.

The above statement, and contract, set forth by Mr. Speed, I know to be correct; and unite with him in assuring the stockholders of the Erie and Michigan Telegraph Company, that all is right; and the line will be put in operation from Buffalo to Milwaukie as promised, and that we will be sustained by Professor Morse and his associates in protecting all the rights and interests of the stockholders in this company. Respectfully,

E. CORNELL.

Copy of a Guarantee which will be given to each Subscriber when required.

WHEREAS, is a Subscriber to the Capital Stock of the ERIE AND MICHIGAN TELEGRAPH COMPANY, and, under the Articles of Agreement and Association, liable to be called upon for payment upon his stock therein,

Now, in consideration of one dollar, to me paid, I hereby agree to guaranty and save harmless the said from all losses and damage which he may sustain by reason of any other person or persons having a legal right to use the Electro Magnetic Telegraph invented by Samuel F. B. Morse, upon any part of the route occupied by said company—Reference being had to the claim set up by Henry O'Reilly and his associates.

FRANCIS O. J. SMITH.
By his Attorney, J. J. SPEED, JR.

MAGNETIC TELEGRAPH.

MR. EDITOR:—In reply to a communication in the Free Press of the 7th inst., signed "One Interested," I beg to observe, that since the publication of my former note in answer to Mr. Ely's manifesto, I have seen an accurate copy of the contract under which Mr. O'Reilly claims the route from Buffalo to Milwaukie, and ascertained such other facts as enable me to say, unhesitatingly, that in my opinion, Mr. O'Reilly has

1st. No right whatever according to the terms of that contract, to occupy any part of that route for the purpose of using Morse's Magnetic Telegraph.

2d. That said contract, as to any further attempt of O'Reilly to establish any new line of Telegraph under it, has become null and void.

3d. That the claim set up by O'Reilly creates not the slightest hazard in the payment of their respective assessments by the subscribers in the Erie and Michigan Company.

Indeed, I look upon this claim of O'Reilly as a mere *unfounded pretension.* The attempt to arbitrate has failed in consequence of Mr. O'Reilly's refusal to suspend his work for a few days until the matter could be thus settled, the opposite party agreeing to do the same. The parties therefore, now stand upon their *legal rights,* which, so far as the Erie and Michigan Company are concerned, will be promptly and vigorously enforced. Let Mr. O'Reilly and his friends be warned of the consequences of the contemplated aggressions.

Meanwhile, no effort will be spared to hasten the completion of the line from Detroit to Milwaukie, as projected and commenced by the E. & M. Co.

J. M. HOWARD.

TO ALL WHOM IT MAY CONCERN.

The undersigned having been vested with the exclusive right of disposing for construction and use, of the Patentee's interest under Professor Samuel F. B. Morse's Letters Patent for the Electro Magnetic Telegraph, in the States of Ohio, Indiana, Illinois and Michigan, and in Wisconsin Territory, hereby notifies all persons that he has contracted to Messrs. Livingston and Wells and their associates, the sole and exclusive right of constructing and using said invention on a line to connect Detroit with Buffalo, and with J. J. Speed, Jr., for a continuation of the same to Milwaukie via Chicago.

Henry O'Reilly, Esq., and some associates, claim under an early contract with Professor Morse and myself, a permit to construct on a portion of said lines, as also on some other lines within the territory above described.

This contract, as the Patentees assert, and will maintain at any needful expense, *long since expired, and become a nullity in his hands.* Every step he has taken under it, within many months past, is an infringement upon the Morse Patents, and will be treated as such in the future, and the Patentees will hold all parties connected with him responsible accordingly. All investments made under the pretences set up by Mr. O'Reilly, will be at the hazard incident to the nullity of his contract. He has taken advantage of a *non-joinder of certain Assignees of Patentees,* in a proceeding heretofore instituted in Philadelphia by the Patentees to enjoin said O'Reilly and his associates to represent his contract valid: but it will prove an illusion. The hope of an amicable disposition of the difference, now no longer hoped for, has already delayed until now, a decided action against them.

But all parties who may secure an interest under the contracts held by Messrs. Livingston & Wells, or Speed & Cornell, will be protected against all adverse claims. The lines moreover constructed under Morse's Patent, *will in no event, admit of any connection in business with those of any spurious claimant, or imitation of Morse's invention.*

The line from Milwaukie to Buffalo, via Chicago and Detroit, from which a line is already to work to New York City, and another line from Dunkirk to New York City, via the Erie Railroad, which is under contract for construction early next spring, are to be made the *great arteries of Western lines with the Atlantic Cities.*

To accomplish this and make the stock of the artery lines named, of the highest value, I propose to reduce the cost of all lines connecting therewith as feeders to about *fifty per cent* of the cost of those, and of other lines that have hitherto been constructed, or are now being constructed, including therewith the Patent right.

This policy will enable almost every principal town in the Western States, not only to secure a cheap Telegraph structure wherewith to connect with the Atlantic cities, under Morse's Patent, but to reduce the tariff of charges of intercommunication over them to the lowest desirable point. and *bid defiance to competition from all other quarters.* A line costing $150 only, can afford to transact business at much less rates than a line that costs the stockholders from $300 to $400 per mile. Thus a line from St. Louis to connect with the lake line at Chicago, will be constructed by Messrs. Cornell & Speed, complete for use, including Patent right and all requisite instruments, and equal in structure to any lines in the country, at $150 per mile. Ditto from Vincennes on the South, to connect with a line from New Orleans, and on the North for a line from Vincennes to Indianapolis, and thence by any route to any point that may be selected to *connect with the Lake line* — The same for any other line connecting any points within the States or Territory named.

The prices being from one hundred to three hundred per cent. less than any similar lines hitherto offered, inclusive of the Patent right, cannot but furnish capitalists and business men of the West with every desirable opportunity of intercommunication with the Atlantic by lightning lines.

A line has been constructed from Philadelphia to Reading, and early in the spring will be extended to intersect the Erie Railroad, and thus secure a cheap connection of the whole West, with Philadelphia also. All intimations that have been given out by Mr. O'Reilly or his associates, that there are other inventions besides Professor Morse's Telegraph that are to be resorted to on the disputed routes are founded on a certainty of an infringement upon the Morse Patent, for no one yet put forth can be used except stealthily, without the consent of the owners of Morse's Patents, nor without incorporating more or less of Morse's inventions with them. And notice is hereby given to all, that every infringement thus attempted will be proceeded against with decision and promptness, as soon as ascertained.

F. O. J. SMITH.

NEW YORK CITY, Aug. 14, 1847.

The undersigned, as Attorney for F. O. J. Smith, Esq., being anxious to settle the controversy between the proprietors of Morse's Patent, and Henry O'Reilly Esq., and his associates, went to the city of Rochester about the first of August and had an interview with the gentlemen connected with Mr. O'Reilly. Finding it impossible to agree on the conditions of a settlement, the friends of Mr. O'Reilly proposed to leave the whole controversy to three eminent lawyers in the city of New York. To this proposition Mr.

Smith promptly assented, by Telegraph, provided all parties would suspend operation, in the disputed territory, until the award; and agreeing on his part not to delay the reference for a single day. After waiting two weeks, and hearing nothing from Mr. O'Reilly, Mr. Smith sent me the above circular for publication; but believing it to be for the interest of all parties, and certainly due to the public, that the controversy should be promptly settled, I again went to Rochester and obtained letters from the friends of Mr. O'Reilly advising the reference. I then went to Cincinnati to see Mr. O'Reilly, and induce him, if possible, to agree to the proposed arrangement, and accompany me at once to the city of New York, and have the controversy closed. He refused to do so: offering however to submit the question to arbitration; but refusing to suspend his extension of Telegraph lines until the award. To agree to a reference, and leave Mr. O'Reilly and his associates in the quiet possession of the territory in dispute, perhaps for years, or so long as they might deem it for their interest to delay the settlement of the question, would be in effect to abandon the interest of the Patentees, and leave the public subject to the continued impositions of Messrs. O'Reilly & Co., in selling what they have no title to, and in demanding twice, or three times the amount asked by the Patentees, and their acknowledged agents for Telegraph lines of equal value.

The proprietors of Morse's Patents are desirous, as far as possible, to protect the interests of innocent subscribers who have aided in extending the Telegraph; but hereafter all persons who shall unite with said O'Reilly and his associates, in violating Morse's Patent, will be treated as parties to, and participators in, his unlawful acts.

The assertion of Messrs. O'Reilly & Co., that they "have secured two other inventions, not inferior to professor Morse's," will be believed, by those acquainted with the subject, when they see the instruments in successful operation; but not before, and the public will do well to require some better evidence than their *assertions*, before they pay their money for untried experiments.

A new invention, to be successful, must avoid a violation of Morse's Patent, which is believed to be impracticable, if not impossible. It must also be not only *as good* as Professor Morse's, but so much *superior*, as to supercede his. The lines of Telegraph now in operation, are bound not to connect with any other lines using different instruments, and as two systems of telegraphic communication cannot be sustained in this country, no new invention can be used, successfully, which is not so much superior to Professor Morse's as to dispense with the use of his entirely, an event which we confidently believe is not likely to happen.

J. J. SPEED, Jr.,
for F. O. J. SMITH.

COLUMBUS, Sept. 2, 1847.

MAGNETIC TELEGRAPH.

Henry O'Reilly, Esq., publishes in the Cincinnati Gazette of the 3d inst., a notice offering a premium of "three hundred dollars for the best essay on the progress of electric discovery, with reference to the Telegraph system." He also says, "the unwarrantable attempts at monopoly in the telegraph enterprise—the assertion that no improvement in telegraphing can be used in the United States without 'permission' from the controllers of a single patent—the denunciations fulminated against all who have dared to encourage improvement in this important enterprise, render it expedient that the public shall have ample opportunities to determine which of the American telegraphs is the most original in character and most valuable as reliable means of intercommunication between remote points." He concludes his article by saying, "in this important enterprise it will probably be found that PUBLIC CONFIDENCE is more potent than legislation or monopoly in extending and protecting that *mode* of telegraphing best calculated to promote the greatest good of the greatest number." Thus referring the rights secured by "legislation," to a town mutiny court, instead of the legal tribunals of the country. If Mr. O'Reilly has any confidence in his pretended right to use Professor Morse's invention, why did he refuse to suspend his operations a few weeks, and submit the decision of the validity of his contract to three of the most distinguished lawyers in this country, selected under the advisement of his associates? If Mr. O'Reilly believes that his claim to use Professor Morse's Register is good, why is he anxious to secure other inventions? With Morse's telegraph, *one hundred letters can be transmitted in a minute with certainty,* which is faster than one man can copy. Why, then, should those having a legal right to use his inventions, seek for other instruments? Mr. O'Reilly, like a prudent General, is preparing for defeat; and when forced, as he soon will be, to stop his illegal use of Morse's invention, he hopes to avail himself of some other mode of accomplishing his object, and is willing to pay $300 to any one who will give him "aid and comfort" in his troubles.

No magnetic telegraph *has ever been used in this country,* publicly, except Professor Morse's, and it is confidently believed that *no one can be used* without an open violation of his patents, and whenever Messrs. O'Reilly & Co. think proper to try that issue, the proprietors of the Morse Patent will be ready to meet them, either before their favorite court "the public," or the legal tribunals of the country.

J. J. SPEED, JR.
For F. O. J. SMITH.

Columbus, Sept. 8, 1847.

Col. Speed went west yesterday in same train cars with Ely — I wanted to get the foregoing Circulars — We have 500 copies — I leave this morng. West — when we can get on the east end of our line is hard telling — We have plenty to contend with —

J. J. S

Detroit Friday Sept 17. 47

DETROIT
SEP
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Mr. E. Cornell
Tel. Office
Albany
N.Y.

Speed
Circulator

Atlantic, Lake and Mississippi Telegraph Range.

INCLUDING THE OHIO VALLEY.

TO ALL WHOM IT MAY CONCERN:

In answer to numerous enquiries respecting this important range of Telegraph, the undersigned has the pleasure to state that the SOLE AND EXCLUSIVE right to construct the line, under Morse's Patent, is vested in Henry O'Rielly and his original associates, who are represented by the "Atlantic, Lake and Mississippi Telegraph Company;" and that no person or persons, company or companies, will be permitted to construct and put into operation any lines of Telegraph upon the territory embraced within the range of what is known as the "O'Rielly Contract," without the consent of Mr. O'Rielly and his associates. The route from Detroit to Chicago and Milwaukee is within that range, in addition to the whole range between Philadelphia, Pittsburgh, Wheeling, Columbus, Cincinnati, Louisville, and St. Louis.

My attention has been called to the movements of Messrs. Speed, Cornell, and others connected with them, towards the construction of the line under an organization known as the "Erie and Michigan Electro-Magnetic Telegraph Company." And in order to correct any misapprehension or erroneous impression in the minds of the public in relation to it, the undersigned further states that Mr. O'Rielly and his associates have made no arrangement with Messrs. Speed, Cornell and company, in relation to the line. If expectations have been held out from any quarter, that there was an unerstanding direct or implied to that effect, the public are very much mistaken. Mr. O'Rielly and his associates have given Messrs. Speed, Cornell and company no consent or authority to construct the line, nor will they do so.

If, therefore, at the places along the line, gentlemen see fit, under these circumstances, to aid Messrs. Speed, Cornell and company, in the way of subscriptions, they are welcome to do so If, however, they lose their money, they cannot, after this exposition of facts, complain that we have not done our duty in the premises.

Mr. O'Rielly and his associates have no controversy with any person or psrsons on this subject, nor will they have. They have made arrangements to build the line themselves, and they will do it—the statements and representations of designing persons to the contrary notwithstanding. It is proper to say, however, that, whenever their rights are assailed, those rights will be successfully defended, before the proper tribunals, (*whatever be the cost of time and expense,*) against all the blackmailing schemes that may be levelled against them; as is abundantly proven by the triumphant results of the suit in the U. S. Court at Philadelphia, where the efforts of Messrs. F. O. J. Smith and Kendall recoiled upon their own heads, without stopping the progress of Mr. O'Rielly and his associates—on which occasion, notwithstanding the immense efforts made by Messrs. Kendall, F. O. J. Smith and company, (Mr. Kendall's affidavit alone making about seventy pages,) JUDGE KANE REFUSED THE MOTION FOR INJUNCTION AGAINST O'RIELLY, and added emphatically: "I have considered the arguments of the counsel, *as if the case were really* between the *proprietors of a patent right* on the one side, and the *defendants on the other.* But it is not so. The exhibit referred to in Mr. Kendall's affidavit, which was produced *upon the call of the Court after the argument had closed,* shows that the *complainants have not,* and had not at the time of the filing of their bill, *any title to that character,* so far as regards the subject of contest here. On the 21st of December, 1846, they formally conveyed to Eliphalet Case all their right of using and constructing the Magnetic Telegraph, with all its incidents, on the lines embraced in Mr O'Rielly's contract, and the assignment was recorded in the Patent Office two days after. The bill was filed on the fifth day of January, 1847. I need hardly say that this fact destroys the basis of the complainant's case. An injunction cannot be awarded at the instance of a stranger, and a patentee, who has assigned away his interest, is nothing more. For these reasons the motion is refused. I may add, as the request has been made that I should express an opinion upon the merits of the controversy, that *I have seen nothing in the facts that have been developed* to call for a different conclusion from that to which abstract principles have directed me. INJUNCTION REFUSED."

This opinion of Judge Kane sufficiently exposes the fraud perpetrated in a late paper signed by F. O. J. Smith; wherein that person actually charges Mr. O'Rielly with having "taken advantage! of a non-joinder of certain assignees of the Patentees in a proceeding heretofore instituted in Philadelphia by the Patentees, to enjoin said O'Rielly and his associates!" Yet these fraudulent assertions, not merely misrepresenting Mr. O'Rielly, but *falsifying the recorded opinions and actions of our highest tribunals,* is entirely characteristic of the blackmailing warfare waged by this F. O. J. Smith & Co. (who claim to be controllers of Morse's patent) in the crusade against Mr. O'Rielly.

It is not necessary to speak here of the means and facilities which Mr. O'Rielly and his associates have for outdistancing all competition in the Telegraph enterprise.

The Lake Erie Telegraph line, extending from Pittsburgh to Cleveland and Buffalo to Detroit, Mr. O'Rielly and his associates are pushing energetically forward around the south side of Lake Erie. Very much of it, if not the whole, will be finished before the first of January next. The section from Cleveland to Pittsburgh is already completed. The progress of the Great Central Line, through Cincinnati and Louisville, to St. Louis, is well known to the public.

Capt. John I. Reilly, under whose able and efficient superintendance the line from Pittsburgh to Cincinnati, now in operation, has been constructed within the last three months, is already at Chicago, and has actually commenced the construction of the line thence eastward. Co-operating with him, the undersigned will, if his life be spared, build the line; and if it is not, his place will be supplied, and the work still done by that phalanx of men, who, having spent their time, their energies, and their money, in bringing a great enterprise into public favor, will not, knowingly, permit themselves to be robbed of the fruit of their labor.

HEMAN B. ELY,
Agent of Atlantic, Lake and Mississippi Telegraph.
Cleveland, Sept. 1847.

NOTA BENE.

It is scarcely necessary to warn the public farther against the fraudulent assertions of sundry Patent Right Pedlars, who are attempting to sell out "exclusive rights" for Telegraphing in the regions embraced in the "O'Rielly contracts"—on which Mr. O'R. and his associates have already constructed about ONE THOUSAND MILES OF TELEGRAPH, nearly all in operation now; while the lines are rapidly extending so as to include another thousand miles before next Jan. Still, it is well enough to insert a "notice" concerning these Telegraph matters, from some of the original associates of Mr. O'Rielly—all of whom are well known in the Western States, as well as in the State of New York.

NOTICE—TELEGRAPHIC.

A thorough familiarity with all the facts of the case in controversy, and full investigation of the legal principles bearing on the important question render it proper to say that, as associates of Mr. O'Rielly from the commencement of the Telegraphic Enterprize through individual resources in the United States, we also "appeal to the Public," and to the tribunals of the country to protect us in our just rights; and we hereby WARN ALL PERSONS, COMPANIES AND ASSOCIATIONS, THAT THEY WILL NOT BE PERMITTED TO CONSTRUCT AND PUT IN OPERATION lines of Morse's Electro-Magnetic Telegraph OVER ANY PORTION OF THE TERRITORY CLAIMED BY MR. O'RIELLY, UNTIL WE CEASE TO HAVE LAWS TO ENFORCE THE OBSERVANCE OF CONTRACTS.

HENRY R. SELDEN,
ALVAH STRONG,
ELISHA D. ELY,
JONATHAN CHILD,
SAMUEL L. SELDEN,
GEORGE DAWSON.

State of New York, Aug., 1847.

HENRY O'REILLY,
FRANCIS O. J. SMITH.

TO THE

SUBSCRIBERS

OF THE STOCK OF THE

ERIE AND MICHIGAN TELEGRAPH CO.

GENTLEMEN:

As contractor for building the Telegraph from Detroit to Milwaukee, I beg leave respectfully to present for your consideration the following statements respecting it:—

The posts from Detroit to Milwaukee are nearly all up, and the whole line will be completed, and in working order, within the time specified in the articles of agreement and association constituting the Erie and Michigan Telegraph Company. That portion of the line from Detroit to Buffalo has been delayed, in consequence of obstacles interposed by Mr. O'Reilly; but will now be pressed forward with energy, and completed by the first of Febuary next. I have also made arrangements, in connection with Mr. E. Cornell, with the proprietors of Morse's Patent, to build a line of Telegraph from Dunkirk, on the Lake, to New York City, which will be completed early next spring—thus giving us the means of connecting the Lake line directly with the city of New York, and avoid the delay incident to rewriting at Buffalo.

You will see, from the following statements, that we have not been able to settle the unpleasant controversy with Mr O'Reilly, and I think you will come to the conclusion, after reading the following, that the failure to do so has not been owing, on our part, to a disposion to prolong the controversy.

As the Attorney of Mr. Smith, who now has the entire control of the Morse Patents on the lakes, I have employed eminent counsel in Ohio, and in Michigan, who will proceed against Mr. O'Reilly, and his associates, for a violation of Professor Morse's Patents, and press the suits to a final hearing, as fast as the "law's delay" will permit.

That you may understand something of the merits of the claim set up by Mr. O'Reilly, I have included a copy of the original contract between him and the Patentees — You will see that Mr. O'Reilly was bound, in the contract to build a line from Philadephia to Harrisburgh, and provide capital for its extension to Pitsburgh, in six months from the date thereof, (June 13, 1845) he does not pretend that he complied with the conditions of the contract; but sets up pretences as an excuse for not doing so, not acceptable to the Patentees, and they notified him in October, 1846, that "his contract had long since expired by limitation; but they expressed a hope that he had or would, so far comply with the contract, as to enable them to execute it, in reference to that portion of the line from Philadelphia to Pittsburgh. You will also see that no *preference* is to be given to Mr. O'Reilly and his associates, in the construction of connecting lines; and even if *his contract was not forfeited*, he would have no right to interfere in the construction of a line connecting the lake towns, as the Pattentees organized a company, and commenced its construction before Mr. O'Reilly extended his line from Pittsburgh to the lakes You will also see that the Patentees reserved the right to build the line from Buffalo to Erie; and Mr. O'Reilly will not pretend that he ever had Mr. Smith's consent to build that portion of the line. The Patentees also claim that O'Reilly violated his contract by building lines at his own price, without the concurrence of Trustees, to be appointed as provided in the articles of agreement and association, referred to in his contract.

But Mr. O'Reilly says that he has secured "two other inventions, not inferior to Professor Morse's." If that be true, why contest the right to use Morse's inventions? The truth is, *they have no othe instruments* which can be used successfully; even if they had a right to use them, and their pretences will be belived, when they put their mighty inventions in operation; but until they do, it requires the exercise of that faith "which believes all things" to gain them credence.

The New York and Buffalo company have passed a resolution rufusing to connect with O'Reilly, if he does extend a line from Cleveland to Buffalo; so have the New York and Boston company, and the New York and Philadelphia company will do so at their next meeting. Mr. O'Reilly will, consequently have to extend his lines all over the Union, to make them as available as the present system.

Believing that justice and equity, as well as the "law and the testimony," are on our side, I hope that the subscribers to the stock of the Erie and Michigan company will not embarrass our operations, and delay the work by neglecting to pay their subscriptions promptly.

Respectfully,
Your obedient servant,
J. J. SPEED, JR.

Articles of agreement for extending the Electro-Magnetic Telegraph, from the Seaboard to the Mississippi and the Lakes

This memorandum of an agreement between Henry O'Reilly, of the one part, and Samuel F. B. Morse, Leonard D. Gale, Alfred Vail and Francis O. J. Smith, of the second part, witnesseth as follows:

That the said Henry O'Reilly undertakes on his own part, at his own expense, to use his best endeavors to raise capital for the construction of a line of Morse's Electro Magnetic Telegraph, to connect the great Seaboard Line at Philadelphia, or at such other convenient point on said line as may approach nearer to Harrisburgh, in Pennsylvania, and from thence through Harrisburgh and other intermediate towns to Pittsburgh, and thence through Wheeling and Cincinnati, and such other towns and cities as the said O'Reilly and his associates may elect, to St. Louis, and also to the principal towns on the Lakes.

In consideration whereof, the said parties of the second part agree and bind themselves, their representatives and assigns, that, when the said O'Reilly shall have procured a fund sufficient to build a line of one wire from the connecting point aforesaid, to Harrisburgh, or any point, farther west, to convey the patent right to said line so covered by capital, in trust for themselves and said O'Reilly, and his associates on the terms and conditions set forth in the articles of agreement and association constituting the "Magnetic Telegraph Company," and providing for the government thereof, with the following alterations, viz:—The amount of stock or other interest in the line to be constructed, reserved to the grantors and assigns, shall be one-fourth part only, and not one-half of the whole, on so much capital as shall be required to construct a line of two wires; but in all cases of a third wire, or any greater number, the stock issued on the capital employed for such additional wire or wires, shall be divided equally between the subscribers of such capital and the grantors of the Patent Right, or their assigns. No preference is to be given to the party of the first part and his associates in the construction of connecting lines, nor shall any thing herein be construed to prevent an extension, by the parties of the second part, of a line from Buffalo to connect with the lake towns at Erie, nor to prevent the construction of a line from New Orleans, to connect the western towns directly with that city; but such lines shall not be used to connect any western cities or towns with each other, which may have been already connected by said O'Reilly.

In case of a sale of the entire Patent Right to the Government, the grantors shall be bound to pay the actual reasonable cost of the lines constructed under this agreement, with twenty per cent thereon, and no more—provided, as specified in the articles of Agreement of the "Magnetic Telegraph Company," the purchase be made or provided for by Congress before the 4th of March, 1847, (eighteen hundred and forty-seven.)

The tariff of charges on the lines so constructed, shall conform substantially to the tariff of charges on the great Seaboard Line before named, and in no case to be so arranged as to render the lines unequal in this respect, to the prejudice of either.

Unless the line, from the point of connection on the seaboard route, shall be constructed within six months from date to Harrisburgh, and capital provided for its extension to Pittsburgh within said time, then this agreement, and any conveyance in trust that may have been made in pursuance thereof, shall be null and void thereafter; uuless it shall satisfactorily appear that unforseen difficulties are experienced by said O'Reilly and his associates, in obtaining from the State Officers of Pennsylvania the right of way along the public works,; and in that event the conditional annulment aforesaid shall take effect at the end of six months after such permission shall be given or refused. And any section beyond said last point, embraced within the provision of this agreement, which shall not be constructed by said O'Reilly, and his associates, within six months after said parties of second part shall request said O'Reilly to cause such lines to be constructed, so as to extend the connection at least one hundred and fifty miles beyond said last point, and in like ratio during each succeeding six months thereafter—THEN, in relation to all such sections of the line, this agreement shall be null and void, provided that such request shall not be made prior to the 1st day of April next, (1846.)

And the party of the second part shall convey said patent right, on any line beyond Pittsburgh to any point of commercial magnitude, when the necessary capital for the construction of the same shall have been subscribed within the period contemplated by this agreement, by responsible persons, and not otherwise.

Done at the city of New York, this 13th day of June, in the year of our Lord eighteen hundred and forty-five.

(Signed,) HENRY O'REILLY,
FRANCIS O. J. SMITH,
SAM. F. B. MORSE,
L. D. GALE, by his Attorney, S. F. B. Morse.

The above statement, and contract, set forth by Mr. Speed, I know to be correct; and unite with him in assuring the stockholders of the Erie and Michigan Telegraph Company that all is right; and the line will be put in operation from Buffalo to Milwaukee as promisdd, and that we will be sustained by Professor Morse and his associates in protecting all the rights and interests of the stockholders in this company.

Respectfully,
E. CORNELL.

Copy of a Guarantee which will be given to each Subscriber when required.

WHEREAS, is a Subscriber to the Capital Stock of the ERIE AND MICHIGAN TELEGRAPH COMPANY, and, under the Articles of Agreement and Association, liable to be called upon for payment upon his stock therein.

Now, in consideration of one dollar, to me paid, I hereby agree to guaranty and save harmless the said from all losses and damage which he may sustain by reason of any other person or persons having a legal right to use the Electro Magnetic Telegraph invented by Samuel F. B. Morse upon any part of the route occupied by said company—Reference being had to the claim set up by Henry O'Reilly and his associates.

FRANCIS O. J. SMITH,
By his Attorney, J. J. SPEED, JR.

MAGNETIC TELEGRAPH.

MR. EDITOR:—In reply to a communication in the Free Press of the 7th inst., signed "One Interested," I beg to observe, that since the publication of my former note in answer to Mr. Ely's manifesto, I have seen an accurate copy of the contract under which Mr. O'Reilly claims the route from Buffalo to Milwaukee, and ascertained such other facts as enable me to say unhesitatingly, that in my opinion, Mr. O'Reilly has

1st. No right whatever according to the terms of that contract, to occupy any part of that route for the purpose of using Morse's Magnetic Telegraph.

2d. That said contract as to any further atttempt of O'Reilly to establish any new line of Telegraph under it, has become null and void.

3d. That the claim set up by O'Reilly creates not the slightest hazard in the payment of their respective assessments by the subscribers in the Erie and Michigan Company.

Indeed, I look upon this claim of O'Reilly as a mere *unfounded pretension.* The attempt to arbitrate has failed in consequence of Mr. O'Reilly's refusal to suspend his work for a few days until the matter could be thus settled the opposite party agreeing to do the same. The parties therefore, now stand upon their *legal rights*, which, so far as the Erie and Michigan Company are concerned, will be promptly and vigorously enforced. Let Mr. O'Reilly and his friends be warned of the consequences of the contemplated aggressions.

Meanwhile, no effort will be spared to hasten the completion of the line from Detroit to Milwaukee, as projected and commenced by the E. & M. Co.

Detroit, Sept. 15, 1847. J. M. HOWARD

I have examined a copy of the contract with Mr. O'Reilly, mentioned in the foregoing opinion of Mr. Howard, and fully concur with Mr. H. in the three propositions stated by him in such opinon.

I am also clearly of the opinion, that Col. Speed, by having occupied the ground and commenced the construction of the line of Telegraph from Buffalo to Milwaukee —prior to Mr. O'Reilly, has obtained a 'preference' in the right to connect the Cities and Towns on the Lakes, even in case Mr. O'Reilly can show that his contract is not forfeited, or that it has been renewed and continued by any subsequent acts of the Proprietors.

Milwaukee, Sept. 27, 1847. LEVI HUBBELL.

TO ALL WHOM IT MAY CONCERN.

The undersigned having been vested with the exclusive right of disposing for construction and use, of the Patentee's interest under Professor Samuel F. B. Morse's Letters Patent for the Electro Magnetic Telegraph in the States of Ohio, Indiana, Illinois, and Michigan, and in Wisconsin Territory, hereby notifies all persons that he has contracted to Messrs. Livingston and Wells, and their associates, the sole and exclusive right of constructing and using said invention on a line to connect Detroit with Buffalo, and with J. J. Speed, Jr., for a continuation of the same to Milwaukee via Chicago.

Henry O'Reilly, Esq , and some associates, claim under an early contract with Professor Morse and myself, a permit to construct on a portion of said lines, as also on some other lines within the territory above described.

This contract, as the Patentees assert, and will maintain at any needful expense, *long since expired, and become a nullity in his hands.* Every step he has taken under it, within many months past, is an infringement upon the Morse Patents, and will be treated as such in the future, and the Patentees will hold all parties connected with him responsible accordingly. All investments made under the pretences set up by Mr. O'Reilly, will be at the hazard incident to the nullity of his contract. He has taken advantage of a *non joinder of certain Assignees of Patents*, in a proceeding heretofore instituted in Philadelphia by the Patentees to enjoin said O'Reilly and his associates to represent his contract valid: but it will prove an illusion. The hope of an amicable disposition of the difference, now no longer hoped for, has already delayed until now a decided action against them.

But all parties who may secure an interest under the contracts held by Messrs. Livingston & Wells, or Speed & Cornell will be protected against all adverse claims. The lines moreover constructed under Morse's Patent, *will in no event, admit of any connecti n n business with those of any spurious claimant, or imitation of Morse's invention.*

The line from Milwaukee to Buffalo, via, Chicago and Detroit, from which a line is already to work to New York City, and another line from Dunkirk to New York City, via, the Erie Railroad, which is under contract for construction early next Spring, are to be made the *great arteries of Western lines to the Atlantic Cities.*

To accomplish this and make the stock of the artery lines named of the highest value, I propose to reduce the cost of all lines connecting therewith as feeders to about *fifty per cent* of the cost of those, and of other lines that have hitherto been constructed, or are now being constructed, including therewith the Patent right.

This policy will enable almost every principal town in the Western States, not only to secure a cheap Telegraph structure wherewith to connect with the Atlantic cities, under Morse's Patent, but to reduce to the tariff of charges of intercommunication over them to the lowest desirable point, and *bid defiance to competition from all quarters.* A line costing $150 only, can afford to transact business at much less rates than a line that costs the stockholders from $300 to $400 per mile. Thus a line from St. Louis to connect with the lake line at Chicago, will be constructed by Messrs. Cornell & Speed, complete for use, including Patent right and all requisite instruments, and equal in structure to any lines in the country, at $150 per mile. Ditto from Vincennes on the South, to connect with a line from New Orleans, and on the North for a line from Vincennes to Indianapolis, and thence by any route to any point that may be selected to *connect with the lake line.*—The same for any other line connecting any points within the States or Territory named.

The prices being from one hundred to three hundred per cent. less than any similar lines hitherto offered inclusive of the Patent right, cannot but furnish capitalists and business men of the West with every desirable opportunity of intercommunication with the Atlantic by lightning lines.

A line has been constructed from Philadelphia to Reading, and early in the Spring will be extended to intersect the Erie Railroad, and thus secure a cheap connection of the whole West, with Philadelphia also. All intimations that have been given out by Mr. O'Reilly or his associates, that there are other inventions besides Professsor Morse's Telegraph that are to be resorted to on the disputed routes are founded on a certainty of an infringement upon the Morse's Patent, for no one yet put forth can be used except stealthily, without the consent of the owners of Morse's Patents, nor without incorporating more or less of Morse's inventions with them. And notice is hereby given to all, that every infringement thus attempted will be proceeded against with decision and promptness, as soon as ascertained.

F. O. J. SMITH.

NEW YORK CITY, Aug. 14, 1847.

The undersigned, as Attorney for F. O. J. Smith, Esq., being anxious to settle the controversy between the proprietors of Morse's Patent and Henry O'Reilly Esq., and his associates, went to the city of Rochester about the first of August and had an interview with the gentlemen connected with Mr. O'Reilly. Finding it impossible to agree on the conditions of a settlement, the friends of Mr. O'Reilly proposed to leave the whole controversy to three eminent lawers in the city of New York. To this proposition

Mr. Smith promptly assented, by Telegraph, provided all parties would suspend operations, in the disputed territory until the award; and agreeing on his part not to delay the reference for a single day. After waiting two weeks, and hearing nothing from Mr. O'Reilly, Mr. Smith sent me the above circular for publication; but believing it to be for the interest of all parties, and certainly due to the public that the controversy should be promptly settled, I again went to Rochester and obtained letters from the friends of Mr O'Reilly advising the reference. I then went to Cincinnati to see Mr. O'Reilly, and induce him if possible, to agree to the proposed arrangement, and accompany me at once to the city of New York and have the controversy closed. He refused to do so; offering however to submit the question to arbitration; but refusing to suspend his extension of Telegraph lines until the award. To agree to a reference, and leave Mr. O Reilly and his associates in the quiet possesion of the territory in dispute, prehaps for years, or so long as they might deem it for their interest to delay the settlement of the question, would be in effect to abandon the interest of the Patentees, and leave the public subject to the continued impositions of Messrs. O'Reilly & Co., in selling what they have no title to, and in demanding twice or three times the amount asked by the Patentees, and their acknowledged agents for Telegraph lines of equal value.

The proprietors of Morse's Patents are desirous as far as possible, to protect the interests of innocent subscribers who have aided in extending the Telegraph; but hereafter all persons who shall unite with said O'Reilly and his associates, in violating Morse's Patent, will be treated as parties to, and participators in, his unlawful acts.

The assertion of Messrs. O'Reilly & Co. that they have secured two other inventions, not inferior to Professor Morse's, will be believed by those acquainted with the subject, when they see the instruments in successful operation; but not before, and the public will do well to require some better evidence than their *assertions*, before they pay their money for untried experiments.

A new invention, to be successful, must avoid a violation of Morse's Patent, which is believed to be impracticable, if not impossible. It must also be not only *as good*, as Professor Morse's, but so much *superior*, as to supercede his. The lines of Telegraph now in operation, are bound not to connect with any other lines using different instruments, and as two systems of telegraphic communication cannot be sustained in this country, no new invention can be used, successfully, which is not so much superior to Professor Morse's as to dispense with the use of his entirely, an event which we confidently believe is not likely to happen.

J. J. SPEED, Jr,
for F. O. J. SMITH.

Columbus, Sept. 2, 1847.

MAGNETIC TELEGRAPH.

Henry O'Reilly, Esq. publishes in the Cincinnati Gazette of the 3d inst., a notice offering a premium of "three hundred dollars for the best essay on the progress of electric discovery, with reference to the Telegraph system." He also says, "the unwarrantable attempts at monopoly in the Telegraph enterprise can be used in the United States without 'permission' from the controllers of a single patent—the denunciations fulminated against all who have dared to encourage improvement in this important enterprise, render it expedient that the public shall have ample opportunities to determine which of the American telegraphs is the most original in character and most valuable as reliable means of intercommunication between remote points." He concludes his article by saying, "in this important interprise it will probably be found that PUBLIC CONFIDENCE is more potent than legislation or monopoly in extending and protecting that *mode* of telegraphing best calculated to promote the "greatest good of the greatest number." Thus refering the rights secured by 'legislation' to a town meeting court, instead of the legal tribunals of the country. If Mr. O'Reilly has any confidence in his pretended right to use Professor Morse's invention, why did he refuse to suspend his operations a few weeks and submit the decision of the validity of his contract to three of the most distinguished lawyers in this country, selected under the advisement of his associates? If Mr. O'Reilly believes that his claim to use Professor Morse's Register is good, why is he anxious to secure other inventions? With Morse's telegraph, *one hundred letters can be transmitted in a minute with certainty*, which is faster than one man can copy. Why, then, should those having a legal right to use his inventions, seek for other instruments? Mr. O'Reilly, like a prudent general, is preparing for defeat; and when forced, as he will be, to stop his illegal use of Morse's inventions, he hopes to avail himself of some other mode of accomplishing his object, and is willing to pay $300 to any one who will give him 'aid and comfort' in his troubles.

No magnetic telegraph *has ever been used in this country*, publicly, except Professor Morse's, and it is confidently believed that *no one can be used* without an open violation of his patents, and whenever Messrs. O'Reilly & Co. think proper to try that issue, the propietors of the Morse's Patent will be ready to meet them, either before their favorite court "the public" or the legal tribunals of the country.

J. J. SPEED, Jr.
For F. O. J. Smith.

Columbus, Sept. 8, 1847.

HB Ely's Circular
with notice by
Selden, Childs & Co

White Hall Sept. 9th 1847

My dear Sir

Mr Rice & myself go to Rut[land] this morning — hope to be in Manchester on Monday & Bennington on Wednesday & in Burlington again on Friday night or Saturday by noon, of next week. If this reaches you at Burlington & you find that you can hit us by two or three days before we shall be brought together by our return to B[urlington] best to come to us. We both think it important that we see you before any positive move is made by you. We rec'd yours of the 5th last evening. Mr Rice also saw Mr Livingston on board the boat. All things look well as to Stock matters.

In haste yours truly

Hor. N. Benedict

E. Cornell Esq

Do not on any acct go away without seeing us
There is a conveyance from here to Rutland every morning, but whether from there to Manchester every day or every other one I do not know. —

E. Cornell Esq.

Burlington Vt

Carey S. & S. H. Peck & Co

Geo. W. Benedict
9 Sept 47

Quebec Sept 9th 1847

Gentlemen Acting under the ~~By the terms of the~~ Contract existing between E. Cornell and your Association I made a call ~~for~~ on you for funds one week previous to this date By the terms of said Contract I was entitled to draw for the sum of Ten thousand five hundred dollars — I have now to inform you ~~through the proper channel~~ that my Draft has been received by me and that furthermore all ~~Instructions~~ on the line of business must be complied with within a day or two if not already complied with — Our men be discharged — our Credit sacrificed and much other damage accrue for the want of pecuniary means which by the contract you are bound to supply It is with sincere regret that I again assure you that for all damages to him arising from the causes above alluded to and all others of as similar character arising from similar causes which may hereafter occur E Cornell will look to your Association for satisfactory payment

Yours Truly

To the Hon Directors of the U.S.M.A. Electric Telegraph Association

Wm J C McDonagh
for E Cornell

Rec'd Sept 19th 1861

To the Hon Directors of the P.S.A.
Electric Telegraph association
Care Wm Bunbury Esq Sec'y
Dublin

Aug 30 Rec'd
Sept 2 Read
Read

Mr E. Cornell
Dear Sir

Geneva Feb'y. 6 P.M. 45

I arrived about ½ past 5. and found at P.L. you had gone East, you will write me at Cleveland or Detroit — I entered my name at 6 A.M. for boat and told Watkins & Hoyt not to leave me, Please would not let them come for me, and I had the pleasure of paying $5. to get to Sodus — May he and his Mang: of his Boat be damned for it — I will never go on them only if it is to Sand a day, and will take especial pains to aid him in the same way — There was a little mind and he would not agree the old boat should go. I suppose there was not any thing very special that you cannot advise O.S. or me of — I shall go ahead and do all I can to forward the Posts or work whichever is necessary.

Very Truly in haste
D. D. Dickson

D. T. Tillotson
9. Sept 47

Mr Ezra Cornell
Dr. Office
Albany





Ithaca Sept 9, 1847

My Dear Sir

Letters received from the west yesterday assure us that we cannot get our Subscribers to pay more until the O'Reilly difficulty is settled & so it will take from us the means I relied on to build the east as well as the west end of that line, and we shall be compelled to stop, the very thing O'R & Ely desires.

I consequently propose that the Patentees should aid us, as suggested in the accompanying letter a copy of which I send to Prof Morse & Mr Kendall This they can do and I think ought to do, Will you give it your countinance and bring it about,

I have no doubt all the stock will be held on the tray line, and I will invest any money next if the Patentees will with that aid we can go on and take no favours, and afterwards get what we can out of our Subscribers in Michigan &c If we stop it is death to all Side lines, A letter from Speed shows that he is in the field, I enclose it

Yours Respectfully

E Cornell

F O Johnson Esq

To the Honorable the Senate and House of Representatives of the United States:

The undersigned, citizens of respectfully represent, that the great and growing importance of California to the Atlantic States, in both a commercial and social point of view, demands a more speedy medium of communication than now exists between these two sections of our country.

That the Magnetic Telegraph, being the only known agent that annihilates space in transmitting intelligence, should be established between the commercial emporium of the nation and the commercial centre on the Pacific.

That lines of Telegraph having been established by private enterprise between New York and Fort Independence, about one-third of the distance from New York to the Pacific, it indicates Fort Independence as a proper starting point for the extension of a Telegraph to the Pacific.

We, therefore, pray that Congress will make suitable provisions for the erection of a line of Telegraph from Fort Independence to some eligible point on the Pacific coast, by the passage of a law that will protect and encourage the Telegraphic inventions of American citizens.

Forest Home
Sept. 12. /47

Dear Chi -

I am in receipt of your favors of the 9th - I cannot get over at Nauvoo for a certainty - But I can get checks in Boston at the rate of 3 per cent, at 6½ cts. per lb. cash, less quality, by adding commission of 2½ per ct. so it is the cash price. I may get you a reduction of ½ per ct. on 3 per ct. on the purchasing in that acct. Shall I engage on these terms, & what amount for you?

As to your other proposal - I will supply in case my prospectus part of the amount wanting to run on the Jonction line, provided it shall be agreed upon the line to Detroit, shall be completed in that event, you can make subscription for me - I shall leave for Cincinnati on Wednesday night - & Mr Kimball will go with me - Mr Taylor sent me an account of the non-intercourse resolution passed by his - Union. I hope Ohio & Kentucky will follow suit - if so - we will do O K -

up brown in Washington - But I have
my little darter I will bring her
to town at once, without much
delay -

Write me at Washington, and
[redacted] to the French inputing the wine,
as early as possible as he will for-
ward to me Paris I must be there -

You had best, hereon, go ahead with
the Buffalo & Detroit line with all des-
patch - In ½ an hour you can write
me that you have received & not -
Write to Washington & not -

Yours truly
H. W. Beecher.

E Corneliuson
Albany
N.Y.

P.S. I shall be in N.Y. on Thursday or
Friday - on my way to Washington &
back -

PORTLAND
SEP
14
Me

10

E. Cornell Esq

Albany

N. York.

F. Osmith
Sept 14 1857

Mr E. Cornell

Buffalo. Feb'y 10. 45. 3 P.M.

Dear Sir

As regards freighting &c Lake can make no arrangements except to pay Cash, if it can be done hereafter will attend to it — Ship every thing to Cad Jason Parker, Buffalo he will attend to it for us and make the best bargain as to price he can — also advise him by what line or boat it is shipped at the time of Shipment, that he may be prepared for it.

I leave here at 4 P.M. for Cleveland

Very Truly &c

C. F. Tillotson

BUFFALO
SEPT 11
N.Y.

10

Mr Ezra Cornell
Tel. Office
Albany N.Y.

S. T. Gillaboe
Sept 10. 47

Milwaukii Sept 17th 1849

Messrs Cornell & Speed

Gents—

I have been notified that you have not the exclusive right to erect a line of Telegraph from Buffalo to Detroit &c to this place and that the work ~~is~~ has been suspended by your contractors — If such is the case I would be gratified to learn the facts from you

Very Respectfully &c

Signed Byron Kilbourn

I recd a few days since a printed circular with the printed name of A B Ely attached claiming the right of this line as belonging exclusively to Henry O'Reilly &c

B K