

Resolved that the General Mgr. be and he hereby is appointed
Treasurer of the Company pro tempore & that he give his
own bond without security.

~~At a meeting of the Board of Directors of
The New York and Western Union Telegraph
Company held at the office of~~
in the City of New York July
1852. Present Messrs Ezra Cernell, E. W.
Chester Joseph S. Nichol

On motion Resolved unanimously that
~~Ezra Cernell~~ ^{E. W. Chester} be and he hereby is ~~chosen~~ as
Appointed President of said Company and of
this Board.

Resolved that ~~Ezra Cernell~~ ^{Ezra Cernell} be and
he hereby is appointed Superintendent of the
Telegraph Line of the Company from New
York to Dunkirk.

Resolved that ~~Geo. F. Chester~~ ^{Geo. F. Chester} be and
he hereby is appointed Secretary of the Company
and of this Board.

~~Resolved that the Secretary procure a
suitable books for keeping the records and
minutes of the Company and of this Board, and
that all papers & documents belonging to the com-
pany be taken~~

Resolved that E. W. & G. F. Chester be and they
by ~~are~~ appointed Solicitors and Counsel of the
Company & of the Board.

Resolved That the President and Sec-
retary ~~execute to~~ ^{execute to} the New York and Erie Rail Road
Company an agreement guaranteeing to said
Company the system of telegraphing now used
by said Company, & for the use by this Company
of the Poles of the Rail Road Company &c. and
that ~~they~~ ^{he} also execute to said Erie Rail Road
Company ~~as security for the covenants in said~~
~~agreement~~ a mortgage on the Telegraph line, fix-
tures and effects of this Company as security for the
faithful performance of the covenants of this Com.

Copy to Mr. [unclear]
Ezra Cornell having made a proposition
to the Board, in the following words, "to wit"
"To the President & Directors of the N.Y. Wes-
tern Union Telegraph Co - Gentlemen
I propose to sell your Company ~~all my~~
~~right title & interest to the~~ ~~to the wire poles,~~
instruments and effects, of the N.Y. Wes-
tern Telegraph Co, acquired under sale of a
Receiver, at Athaca on the 15th Jan^y 1852, for
such sum, as it shall be ascertained that said
line has cost me, said cost being the amount
bid on said line at the sale aforesaid. The amount
of debts paid for said N.Y. Wes. Tel. Co above
the amount provided for by said sale, the cost
of the Receiver, pertaining to said sale, the ex-
penses of working & repairing said line since the
sale, and amount paid to Mr. N. Thomas
of J. Tichnor to divest them of rights in said
line claimed by them, said amounts, to be
ascertained by proper accounts & vouchers, to
be furnished by me, - Yours respectfully
The file, to be made direct from the Receiver to the Company."
New York July 24 1852 E. Cornell

Resolved that the same be, and hereby is accepted

pany, such agreement and mortgage to be executed in conformity with arrangements made between Mr. Carter and the agents of both the ~~Essex~~ ^{Essex} Board of Council & the Rail Road Company of the ~~Essex~~ ^{Essex} Board of Council.

Resolved that the President ^{& Supt} make arrangements for the insulation of the line of wire purchased of Ezra Cornell & known as the Myer's Telegraph, also for the transfer of ~~for~~ so much of the wire of said line to the poles of the N.Y. & N.H. R.R. Line as they shall ~~deem~~ proper the same to be done under the control of said Superintendent.

Resolved that the ~~Assistant~~
Supt. be requested to direct ~~this~~
attention to the subject of Telegraph
instruments, and systems with a view
of determining what system it may
be for the interest of this Company
to adopt, & to confer with the Council of the Company
if he deem it necessary on the subject of interfering patents.

Resolved that the President and Supt
be authorized ^{with the concurrence of the President} to employ suitable oper-
ators, clerks, messengers & agents to
transact the business of operating and
working said line of Telegraph in a proper
manner. Rent offices - and do all other
things necessary to secure the efficient
working of said line, keeping account
of his proceedings, which he shall report
to the board, quarterly, or at any other
time if required so to do.

Resolved That the President & Superintendent
be a committee to confer & negotiate with any other
company or companies in relation to a union
of lines, ^{& any other matters} & that they report when necessary to this
board.

~~Resolved that~~

Adjourned to Monday July 26
9 A. M.

9 A. M. Board met. Present the President
& Messrs. Picher & Keenel.

~~Adjourned to 4 P. M.~~

Resolved that the President procure a seal
for the company - that the same be made of
brass with the name of the company engraved
thereon in a circle.

Resolved that certificates of stock be issued
~~at their~~ to the stock holders at their request
which certificates shall be signed by the
President & countersigned by the Secretary.

Resolved that the following be added to the
general rules

7. Stock Books shall be kept by the Secretary at
the office of the company, and stock shall be
assignable & transferable on said books, such
assignment being subscribed by the ~~for~~ stock holder
assigning or his ~~or their~~ agent ~~therein~~ ^{by writing} and
duly ~~authorized~~ ^{authorized} by ~~the stock~~.

A meeting of the Board of Directors of of
The New York and Western Union Telegraph Com-
pany ~~was~~ being held at the ~~of~~ office of Messrs
E. W. & G. F. Chester in the City of New York
on the 2^d day of July 1852, present all
the members of the Company, to wit, Messrs
Ezra Cornell, Joseph S. Pickens, Philip A.
Hopkins, ~~and~~ Jerome B. Brown & E. W. Chester.

On motion Mr. Joseph S. Pickens was ap-
pointed chairman of the meeting, & Philip A.
~~Hopkins~~ ^{Secretary}.

The following general rules were then adopted

1. The Secretary

1. The President shall preside at the meetings
of the Board. It shall be his duty to watch over
the interests of the company, and to see that the
rules & regulations, the contracts & agreements of the
company are duly observed. He shall report to the
board at their meetings all such matters & things
as he may deem important to the interests of the
company & recommend such measures as he
may see fit. He shall sign all warrants on the
Treasurer for the payment of moneys, directed by the board to be

2. It shall be the duty of the Secretary to keep
a record of all the proceedings of the company and
of the board, and to preserve all documents, books
& papers belonging to the company.

3. The Treasurer shall give bond & security to be
approved by the board, or if the board shall not
be in session by the president, (subject to the appro-
val of the Board at their next meeting,) in the sum
of Ten - thousand Dollars.

He shall safely keep ~~all~~ the moneys, ~~and~~
bonds and notes payable to the company, and shall
pay out the same as the Board may direct on the
warrant of the President. He shall lay before the board
annually & at other times if when required by the
board, full statements of all moneys & other things re-

ceived & paid out by him.

4. It shall be the duty of the Superintendent to ~~keep~~ superintend and direct all work to be done on ~~said~~ the Lines of Telegraphs, the performance of all contracts in relation to construction and working of the line, and generally to ~~do~~ ^{perform} all such duties as may be assigned him by the board.

5. An assistant Superintendent may be appointed whenever the business of the line shall require it, whose particular duty it shall be to superintend the working of the line within the limits assigned to him - & to do such other acts as ~~the board or~~ the Superintendent may direct - He shall be appointed by the board on the nomination of the Superintendent.

6. Meetings ^{of the board} shall be held ^{or otherwise} quarterly ^{at} such times & places as may be ^{notified} ~~appointed~~ by the president or by any two directors reasonable notice being given to the members.

M. G. & Co. Sec.

Members &c

W. L. Phelps

Articles
of Association of the New York and Western
Union Telegraph Company.

The subscribers hereby agree to associate themselves together as a body corporate, and for that purpose have made, subscribed and acknowledged ~~the following~~ a certificate of association to be filed as provided ⁱⁿ the act of the Legislature of the State of New York entitled, "an act to provide for the incorporation and regulation of telegraph companies" passed April 12. 1848, a copy of which ^{certificate} is hereto annexed. And as further articles of association the subscribers hereby adopt the following

Article First.

The business of the Company shall be managed by a Board of Directors, consisting of five members; ~~to~~ but the stock holders at any meeting duly convened may increase the number of Directors as they may see fit. At the first meeting of the Directors after their election they shall choose one of their number as President of the Company who shall hold his office till the next election of Directors, ~~subject however and till another President~~ and until a successor shall be chosen, subject nevertheless to be removed by a vote of two thirds of the Directors.

Art. 2.

The Directors shall ^{also} choose a Superintendent, Secretary & Treasurer to hold their offices during the pleasure of the Board. They shall employ also such other persons as they may judge

proper for performing the business of the company, & ^{share} fix their compensation. ~~Written~~
A Record shall be kept of all the actings and doings of the Board, and memoranda or other ~~written~~ evidence in writing of all contracts made on behalf of the company.

Art. 3.

The Directors shall have power to fill all vacancies in their own body till the next general election of Directors.

Art. 4.

A meeting of the stock holders shall be held annually on the second Wednesday in February, when Directors shall be chosen for the ensuing year. The Board of Directors shall make at the annual meeting of the stock-holders a report showing the general conduct of the affairs of the company for the past year & its present state together with any other matters which the stock holders may require.

Art. 5.

The Board of Directors shall make all needful rules and regulations for the conducting the business of the company not inconsistent with the Articles of Association.

Art. 6.

In all meetings of the Stock-holders each shall be entitled to a vote for every share by him held, but no one shall ~~also~~ ~~more~~ have votes for more than one fourth of the whole number of shares. Stock-holders may authorize any other stock holder to represent & vote for them, by giving a written authority to that effect.

Art. 7.

Dividends shall be made quarterly by the Directors if the net earnings of the company will justify it, but not to exceed one dollar per share until a reasonable reserve fund shall be accumulated for repairs and contingencies.

Art. 8.

Money shall be drawn from the Treasury in such mode as the directors shall prescribe.

Art. 9.

The capital stock of the Company and the number of shares may be increased by a vote of the Stock holders when and to the extent that they shall see fit.

Art. 10.

These articles may be altered at any meeting of the Stock-holders, but not without the concurrence of stock holders owning a major part of all the stock.

Art. 11.

Each stock holder shall receive a certificate for the stock to which he is entitled. The Board of Directors shall prescribe the form of the certificate, and shall regulate the mode by which stock shall be transferred, certificates cancelled and new ones issued.

Art. 12.

Until the next annual meeting of the Directors the following persons shall be the Directors of the Company, viz. ^{Eliza W. Chester} Eliza Cornell, Joseph S. Pickenor, Philip A. Hopkins, and Jerome B. Brown.

Art. 13.

Directors shall be stockholders in the company and a majority shall be a quorum for the transaction of business. They shall fix the compensation of the President and all other officers of the company and prescribe their duties.

Art. 14.

All contracts by which the company may become liable to pay or be entitled to receive fifty dollars or upwards shall be in writing & subscribed by the parties.

Art. 15

Ezra Cornell
Joseph S. Tichenor
Jerome B. Brown
Philip A. Hopkins
~~E. C. Chester~~
Elisha W. Chester

Articles of Association
J. W. M. D. L. Co
July 24, 1855

Chicago 24 July 1832

Dear Sir

O'Reilly was to meet me here on Wednesday, but he did not get here until last evening at 10 O'Clock, and left this Am at 6 for Peru.

He goes to Peru to remonstrate against the Sale of line from here to ~~St. Louis~~ St. Louis & its branches. The line is in debt, and the directors have got a law passed authorising them to assess the stock 10% cent and all who do not pay to forfeit.

The last day of grace is Monday, and as O'Reilly has got no funds to cash up on the large amt of Stock issued to him, the business men who want the line kept up, will have to make advances to pay the debts & repair the line. Thus throwing OR overboard and the Patentees also, or in effect buying the line for its debts. The main line from here to St. Louis, if properly worked and kept up would pay. It is quite as good as our line, & I think ought to pay better than ours.

I spent most of the night talking with OR, or rather hearing him talk.

Speed
24 July 1832

If we are to believe all, or half, that those who have been engaged in building rail lines, say of each other; the devil himself might search through all his dominions without being able to collect together an other set of such infamous scoundrels. It is really disgraceful for any man who pretends to have any character to loose, to be associative, or in any way connected with ^{such} unprincipled wretches. O'Reilly commenced with the Rochester tribe, and in painting their portraits he used but one colour, and that as "black as down upon the Raven's wing" - Delano then set for his picture, which OR made to look so frightful that his wife would play Prince, & faint, to look at it. He says Delano issued fifty thousand dollars of stock fraudulently and pledged it for \$5000, & justified himself by say it would do no harm as he would pay the 5000 & the man who took the stock as security, ^{would} never know it. Besides sundry other States prison acts, in this country, but which would subject a man to a matter in California.

He then paid his respects to his Pittsburg associates - Hanna, Morehead &c - They would have been delighted with their character - The most savage words in Kendall's bill against Smith, such as Fraud, cheat, deception, falsehood, are terms which may be considered as complimentary, when compared with O.R.'s description of his Pittsburg friends - As ^{it} took 'till towards morning for him to do justice to the parties I have mentioned, he had no time do any more than briefly refer to Olney, F.C. Smith - Snow - Kingsbury - Day - & others of the same stripe - When he returns here next Tuesday, he is to propose some plan for the settlement of our various lines -

I do not know what is best for us to do: but on the whole, I incline to the belief that we had better make the lines as extensive as possible,

excluding such as we believe cannot be made to pay expenses -

By way of getting some starting point, I propose -

To take New York & Erie line at a valuation of \$150 per mile including your rights on R R poles

& estimating the length at 450 miles gives \$67.500
 Erie & Mich 814 miles @ \$144 per mile 114. 124.000
 including furniture set $\frac{140}{140} \times 10$
 200 miles 2d wire 30.000 @ 125- 68.750
 Cleveland & Cin line say 550 @ 125- 30.000
 Cincinnati & St Louis line 400-125- 50.000
 RR line from Chicago to St Louis 400-125- 50.000
 " line from Ben to Detroit 400-140- 56.000
 " " Cleveland to Pittsburgh 200 @ 100- 20.000
 " " Toledo To Terre Haute - say 300-125 37.500
 " " Toledo & Monroe to Chicago 300-125- 37.500
 Our Pittsburgh line — 150-100 15.000
 " line Cleveland to Jonesville 175.000 17.500
 Moore line Columbus to Chillicothe 100.000 10.000
 37.500
 42.39
 553.750

If the above is not a fair valuation,
 appoint competent men to estimate
 the value, after examination of the lines -
 Let in Haxton, if he will come in, on
 fair terms, & if he won't, then buy
 the Bain line, & take that in -
 If we consolidate at all, I think we
 had better include lines enough
 to control the business of this County -
 By getting the line on Southern Meck
 Road, we can control the bus to
 this City - especially if we include
 the line up the Wabash, can't
 from Toledo? Now you figure, &
 send me your marks -

Yours truly J. S. P. J.

Mr Cornell
New York

Chicago 25 July 1832

Dear Sir

O'Reilly returned this morning, having accomplished his object in getting the time extended for the payment of the Ten per cent on St Louis line Stock. Give us two assessments of ten per cent each on our Stock, and we would be flush.

I have had an all day talk with O.R. which, like many former efforts, seems to amount to nothing. The fact, and that he represents, nothing - but thinks in about two months that he can get matters fixed so that he can control the line in the West just under his authority, except the Lake Line, in the hands of the Rochester tribe. Against that concern, he swears eternal vengeance, and says he will not agree to any compromise, or arrangement which shall include them; but will spend the balance of his life, if need be, to bring the delinquents to justice. He says he will make it his business to visit all the Town,

from Ben to be, and makes a
personal appeal to every ^{business} man
not to patronize that line; and
show the public their baseness
and ingratitude to him. That he
will issue a Card denying their
right to use his name &c.
He is willing, as soon as it can
be accomplished, to consolidate
all the lines West, or such of them
as we think best, with our lines,
under one company, which
he proposes to call the New York
& Iowa Tel Co. He proposes
extending the line West on the
Rock Island P.R. Road to Council
Bluffs, and ultimately to San Francisco.
He says he thinks Smith would ~~settlingly~~
settle the whole matter of Patents, for
one fourth of the stock of the new
Company. I would rather give
Smith $\frac{1}{4}$ of the stock, if he would
take it, & be satisfied with that,
than to have a quarrel with
him, letting the $\frac{1}{4}$ include the
N.E. line, & E & W line, & saying
nothing about the \$30 per mile
profits on E & W line. If Smith
refuses to do that, then get

up an instrument on the permanent magnet plan, & tell the Patents, to go to the bad place, or do better if they can - or Leave out our guards with Smith as I proposed to Howard & Leavies -

If we can consolidate with the OR line. Next, leaving out the Rochester tribe; we can beat them in one year; as they will have no connections West of Detroit, & the local business alone will not pay for new poles & new wire. I should much prefer fighting them, with such advantages, to taking them into our boat.

I have had a long discussion with OR about the interest which assignees will have in the Morse Patent, if renewed; and he agrees with me, that Mr. Smith has no rights under the renewed patent, except to work his lines in existence when the patent expires. That is no doubt so. Hendon can sell to you the renewed Patent between NY & Boston, & you can use it in spite of Smith -

Morse's deed to Smith conveys to him one undivided fourth of Morse's invention secured to Morse by the caveat which Morse had then filed. The deed says - "I the said Morse do hereby sell & convey to said Smith one undivided fourth part of said invention, which I the said Morse have, or may have in any letter Patent so secured to said Morse by said caveat" (I have not the deed to copy from, but the above is substantially correct) This gives to Smith $\frac{1}{4}$ of all the interest Morse had secured in his invention by the caveat referred to, and that only secured a patent for 14 years. The renewal is based upon the law which gives the inventor a second chance to sell his invention, when he has not made, as much as he desired out of the first patent. But if Smith is entitled to the benefit of the renewal, why not all other assignees? & then how does Morse get pay? Suppose Morse had parted with all his interest in the old patent. Would he get nothing by having the Patent renewed? & if so, why renew it? The law does not contemplate renewing a Patent for the benefit of those who have chased the inventor out of his invention; but for the benefit of the inventor himself so that he can realize out of the renewed Patent, enough to pay for the labour & expense expended in perfecting his invention, & which from his property, or other causes, he did realize out of the first patent.

Spencer 25 July 1852
If Morse had sold to Smith the whole, instead
of $\frac{1}{4}$ of his invention, & given him just such a
deal as he did. Could Smith claim that the
Patent was renewed solely for his benefit?
Smith might have made millions of dollars
& Morse made little or nothing. Was it
not to provide for just such a case, that
Congress passed the law authorizing the
Commissioners of Patents to grant an extension,
when in his opinion the inventor had not
received a fair equivalent for the time &
money expended by him? I am certainly
right in my interpretation of the law, &
Smith's rights under it. He may disregard
it, & claim that his deal covers the renewal,
as well as the old Patent, but Amos will tell
him a different story, the moment he gets
the Patent renewed, & the old one expires.
So far as we are concerned, I do not
know as it makes much difference
with us whether the Patent is renewed
or not: but on the whole, I think the
cursed law suits would be sooner
terminated to let the Patent die, and
therefore I would like to hear that
it was dead.

If you are willing to give
the Patents 1/4 of the new stock, on
all lines where they have not had
their pay, and consolidate the lines
as I proposed in my last letter,
talk it over with Olcott & Smith,
and agree upon some price,
or upon some way of getting at
what the price shall be - the amount
of business done, & the condition of the
lines, should be taken into considera-
tion in fixing the price at which
each line should be put ~~in~~ ^{into} it -
If we attempt a "consolidation", we must
take enough of the Western lines to control
the business, and preclude other
combinations. We can get up an
interest large enough to be felt,
and respected by any other lines
now in existence, or which will be
likely to be built -

Yours truly J. Sprague

W. Cornell
New York

[New York, July 25th, 1852.]

Dear Sirs:

Your favour of 20th inst came duly to hand enclosing a draft for Johnson which I have accepted & enclosed to him, requesting him to delay the use of it as long as possible & when used to notify you what date he attaches to it.

I understand that somebody has been here to get me to accept a draft from you, but I was not here and they left no notice or memorandum by which I could learn who it is that holds the draft, or where I may call to accept it, so I presume it has been protested for non acceptance.

Mr Childs visit to Dr to see you looks as though that concern was getting along faster than they had anticipated. My advice is to keep cool, and not manifest undue haste in proposing to them. When we were at Rochester last Spring they treated us with too much indifference to elicit my sympathy now, I am satisfied that they are losing position daily and that the House Concern is not much better off. Keep cool, and we will bring them to it, and when we get clear of them we will command the field & if Haxton attempts to build a line up the Lakes I will not rest day or night untill we build one alongside of him from Me to N.Y.

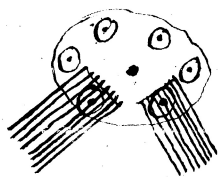
I hope you will have found out the end and aim of O'Reillys Movement, by the time your Conference closes at Chicago

[We have got through with the Organization of the "New York & Western Union Tel. Co." E. M. Chester President, his son Secretary E. Cornell Treasurer - Pro. Tem., E. M. Chester - J. S. Tichnor, Ithaca, P. A. Hopkins Dryden (Operator now at Norrowsburgh) J. B. Brown Operator Binghamton & E. Cornell, Directors E. Cornell Supt., With all the rules & regulations necessary to extend our operations by increasing our Capital, and the number of Directors &c &c as were demanded by consolidation,] x x

The work of insulating is vigorously underway, and you will hear from us soon,

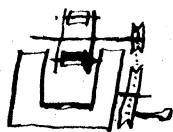
There is an Englishman here with a Magneto Electric Battery, referred to in the enclosed slip cut from the Sun of Saturday. I have written an answer to his article which I will also send you if I can get it published,

The instrument is now in our office its power is equal to a good local bat of 2 cups. It is arranged thus,



The 8 angular lines, to right & left representing the edge of two compound magnets of 8 plates each, the 6 circles in the large ring is

to represent 6 armatures with a helix of fine wire on each, fixed in a disk of plate iron so as to revolve passing the sides of the poles - The following represents an edge view, with pulley & handle to turn it with,



He wants some fellow to give him \$1000 - in Cash & 20 per cent of the profits from the sale of the concern

I do see that he knows any thing more
on the subject that he came to instruct
the Yankees than we do, and if he is
wide awake I suspect he may return
with more knowledge than he brought
with him.

The different Members of the Associates
Pres. feel indignant at the union of
The Morse &aine line from N.Y. to Boston
on learning that Smith will have the
power to controll the matter after the
first year by having $\frac{2}{3}$ of the stock.
This feeling could be turned to account
in getting up a new line from N.Y.
to Portland. I am doing all I can
to soothe them, and I don't think they
will ruin the war at present, but
their feelings are as hostile to Smith
as ever.

I learn from Wade that his annual
Meeting takes place next Tuesday, I hope to
hear of a dividend. It is important that
I should see you and Wade together
soon. I will meet you at Dunkirk
or Chelmsford any time with suitable
notice.

xxx [In the new Organization of The Co.
we make the Capital at \$10,000, and
divide it into 2000 shares thus:-
E. C. 1660, & Fickner 200, Chester 100, Hopkins
30, Brown 10. Fickner having the privilege
of taking 200 more if he wishes within
40 days; if he does so it reduces mine to
1460, little less than $\frac{3}{4}$ of the whole, out of
which your interest & Smith's is to be figured.]

Edson called on me the other day & had a talk on the subject of Consolidation but it all amounted to nothing. I am satisfied that he is in a sinking ship, and if they cant soon get some aid she will be waterlogged.

I learned yesterday by one of their foreman in building to Washington that their operations had stoped for want of funds.

I learn that Flaxton has made a small dividend -

There are questions I have asked in one or two manuscript letters that I am waiting for answers -

I cannot send you a copy of our New York Law incorporating Tel Co. without copying from the books, it was passed in Apr 1848. you can see it at any time where in Buffalo.

Yours Respectfully,
E Cornell.

J. J. Spru. Jr.

E Cornell
July 25. 1832

Ithaca July 26/52

J. S. Litchner Esq.

Dr Sir

I have drawn
a deed in great haste & have
not time to review or sign off the
same in better shape if I get it
into the mail this P.M.

If the parties prefer a draft
and they can make it out
& send you & I will acknowl-
edge - I must refer to bring
authority from Cornell to
carry as I have as he was
the witness at the sale -

In haste Very Truly
Yours
M. C. Biggs

Alaca 26th July 1852

New York 26th July 1852

Mr. Grafford

The bearer of this, Mr. Edward Dilton, goes to New York to night, expecting to return immediately, and will take charge of any thing you may have to send me including my black Valise and clothes. I shall remain here till near the 1st Sept, and perhaps quite. Please send the clothes and things from Gentry, including my Valise by Mr. Dilton. Altho' I am 61 years old and upwards, I have not been out of the City before in three years, and I was worn out with heat, and trouble besides being sick, having been beaten almost to death in the street and robbed, and I am now satisfied that I was not in my right mind any time in ten days before I left the City. I have lived more years, seen more of the world and had more trouble than four fifths of the human race, and stood up under the pressure as well as most men

But when I was stupored and out of
my head from blows from an unknown
hand inflicted on my poor skull, to have
it attributed to improper indulgence, was
too much for me, and I determined to leave
the city and let the Telegraph go to the devil
its own way, and never place myself
again, while I live, in the power of false
friends, or your masters. I have
some pride of character and self-respect.

I have much on my mind
to say, but I have not time or temper
to say it now; besides I am not
well enough yet. When I get well,
if I ever do, I will talk. I saw your
wife in the street the other day. She was
well. Wood called to see me and
made me promise to go to Dryden
to visit him. I see your son in the
Bank every day. He is very well.

It rained all last night and
is Cool and Comfortable to day.
It is very amusing to me to
see the trains come in night and morning
particularly to long Coal trains. Lippincott
who superintends the Coal business, says
it is now only in its infancy. I do not
feel able to write more now.
Yours truly A. S. Elbe

Mr. Edward Tilton

W. Grafford
N. Y. C. Tel. Office
3rd Story
No 3 - Madison Street
New York

J. J. Decker
26 July 1892

Binghamton N.Y.
E. Cornell Esq. July 26 1852

Dear Sir
I Write you an answer to
your letter of the 5th inst
asking when you could be
seen at Cornucy or Elmira
stating that I would meet
you the 20th at Cornucy
Accordingly I went to Cornucy
but finding you were in
N.Y. I came to Binghamton
and addressed you by Mr
Brown but he forgot the
letter and I have waited
till his return for something
from you. When my letter
laid in his office. Now I write
to know when I can see you
here and what you wish me
to do I am ~~ready~~ ready to go
on and help you if you ~~wish~~
wish. I want to see you very
much indeed. I would come
to N.Y. but I left home expecting
to see you at Cornucy and am

not prepared so please let me hear
by return mail. had Mr B
delivered my letter I could
have known what to depend upon
Please answer by return mail
as I wish either to close up our
matter or be engaged soon
please let me hear should you
come to Birmingham I am at
the Chequers house with our
old friend Fazio. I shall
depend upon hearing from you
by return mail

Yours very respectfully

J W Skinner

E C Smith

Green Head July 28th 1892

C Cornell Esq
Dear Sir

In compliance with your request I started the Deacons of yesterday morning got strong ci but could not raise N.Y. In the evening I received 6 corns from Deacons by the ferry boat. after I sent one to Dr Hec bail broke me up & asked me if it was R.R.B. I told him No but it was all right, he told me to send them to As he would not take them. I could not raise As or Sb so I enclosed them ^{in a letter} & directed them to P. H. Hopkins or George S. Shepard Charrowsburg

Yours &c
J. H. Green

R. R. B



C. Corbitt Esq

C. C. v. Erie Telegraph
& Messenger Co

New York

Steamboat July 28th 1872
New Haven July 28th 1872

J. P. Green
28 July 1872

Chicago 28 July 1832

Dear Sir

Your three letters, ^{two} of July 19th
and one of 21st came today -
The Cholera exists to considerable extent
in this Country, altho it is kept as still
as possible - along the Ill & Ohio & Miss
rivers it is bad - some half dozen
or more cases occur here daily
I am told; but as it would do no
good, but much harm, to make
a noise about it, by mutual consent
we keep it as much out of sight
as possible - The effect has been to
diminish both travel & business
very much - a month ago this city
was over run with strangers, now
they are "few & far between" - our
bus has also felt the effects, and
we will be able to do but little
in August - I hope the fall bus
will be as good as we anticipate -
Mc Cathum & I do not get the
bridges: other parties offer to do
the work too cheap - Perhaps it is
as well so as any way, as I would
have had my time & attention

diverted to some extent, from
our Tel. line, if we had got
the bridges -

O'Reilly proposes "New York & Iowa"
as the name for our grand con-
solidated Company - I proposed
the name you have adopted
leaving out the word Union.

It is a very good word; but has
been most awfully abused, &
has about as much meaning
to it, as "Democracy", when applied
to the Loco-foco party. But you and
Smith & O'Reilly must settle all
those matters - I will meet you
you at any time or place
this side, or at Bu or DK, when
you say so. You had better
notify Wade to meet with us -

I care not what Mr. Gavitt may
say, or Mr. Any body else, I know
that the addition of battery to a current
around a helix, as I proposed, will
add as much to the power, as it
does around a magnet & and
I say further, that I can substitute
that arrangement & indeed the
proper without a local battery,

on the line from Detroit to Cleveland.

If we can consolidate all our Western lines, with such of the O'Reilly lines as can be made to pay, I can settle with Smith, on some fair terms; & the Morse Patent is not renewed. I would keep on using the Morse trap, as we do now.

This would not prevent our getting up a fac simile R.R., & using it between N.Y. & Mo. or N.Y. & Boston, if we should think proper to do so. I do not propose to play Yankee, & travel on a one-horse cart myself, with my watch clock. It would be a little too much like selling newspapers on a R.R. car; but I think I may find some Yankee who will do it, & give me some share of the spoils.

I did not know that Western lines did not work as well as formerly. He told me that he was working them very well, & as we got answers from Cin. & St. Louis the same day, I conclude they must work tolerably well.

Your idea about a wire on Canada line poles, on R.R.'s

all very well, if we can get
them to agree to it; & as we could
give them a better connection
as we, than they could possibly
get on their own hook, they may
do so - our first effort should
be to get My & E in proper order,
& consolidate all our lines
under one charter - Tell me
what to do to effect it, & I will
do it --

Haywood, I did not see
at Ben. but am told that they
are doing nothing at a time
on Ben & My PRR - I told my
son (Mr) to see Haywood, & tell
him not to make any bargain
until I saw him

I go to Milwaukee tomorrow -
& from there home -

Weather is hot, & I have not been
very well lately.

Yours truly

J. Spud

28 Aug 1852
Effect

Cleveland 28th July 1882

Edmund E.

Dr Sir - Enclosed please find a statement containing some of the information which I was unable to give when at N.Y. -

Mr Speed was not at home yesterday & I could not find all the material necessary to make it exact - This will account for the discrepancy in my amounts which do not agree with the footings in the printed report. You will see the increase for six months is more than we estimated it for the current year. Part of this increase - to the amount of the difference between 8^c other lines the first 6 mos in '81 & '82 say \$2500 ^(or receipt) should not be counted, as during '81 we sent \$ free over each line. The balance of the increase is healthy - owing to the better working of the line between Detroit & Buffalo.

We can expect but little increase on the eastern section of the line this fall - over last except as business generally is brisker - West of Detroit, especially at Chicago we can count

on a large increase, as during last fall & this spring it worked hard.

I think it will be safe to estimate for the last six months of '33 an increase over '31 of \$1000 per month of which nearly \$500 will be for other lines.

We do not get as much from Wades line as I wish we did. So far this month the balance against him is less than a dollar. Usually it is nearly one hundred - we have thus far given him as much as ever but the falling off is in business from the south.

The union of the O.R. & Boone lines from Louisville to St. Louis will help Wades St. L. line as I hear Reids business is to go over it hereafter which should incidentally help his business going east -

What do you think of the union as talked of? Our O.R. is opposed I hear to any connection with the Rochester Lake line. If this could be brought around viz - some consolidation of the Bain N.Y. & Bu line with Dexter - an exclusive connection with Reid at Pittsburgh - a consolidation of the lines

running from Toledo to Logansport, Dayton
to Terre Haute + Chicago to St Louis - then
the future of the Lake Erie R.R. might be
safely predicted. The first will come in time
the second I will try to effect but with little
prospect of success - the last is a question of
policy - If a connection instead of a con-
solidation could be brought about that
would be the best course for the present - yet
a consolidation would keep off opposition
more effectually - all those western lines
are running debt + would there not be a
continual draw on this line, more than
the benefits which would result to it from
the Union?

Mr OR went east last night

Respectfully yours
J. B. Ireland

Coleraines July 30 1852

Dear Ezra

Your letter of 4 Inst was
Recd in due time but I have not
the opportunity of replying to it until
The Present time I am as you suppose
Engaged on C & C Sings and their business
appears pretty fair The Directors and Stock
Holders have just held their yearly
Meeting and all matters Passed off pretty
well and I presume will send
you report of the matter that will be
more explicit and satisfactory than any
thing I could say in regard to the matter
So far as the building of lines are concerned
are reasonably good but portions of line
The timber is bad and considerably portion
of it will have to be rebuilt business is in
Increasing on line and from present
appearances the stock will be reasonably good
and would be first rate if no opposition
but as things now appear I think the House
Holders must be losing money their line
is down a great portion of the time and
with all their extra expense in building
a braced line as they call it they don't

though half the time on an average and
I don't believe thing is paying but running
behind rapidly the St Louis side is now making
much better and Wade has made a late
arrangement that will add to the business
considerably I know but little of the construction
of that line as I have been on but a small
portion of it and that was rather hard but now
good as we have changed & rebuilt a portion
of it this season - Durham has been quite
sick for some time past but is now better
so that he can be in office again part of the
time Emily's health is pretty good and climate
seems to agree with her well - I am happy
to learn that you are re-insulating line and
hope you may succeed in making it pay
There will be no trouble in making it
pay if you have and will keep it up as
to do the western business up promptly
that is all you want to have one of the best
paying lines in the country I'd wish to
to enquire of you what ~~what~~ the stock of the
C & L line that is held in N York has been
bought for - and now Ezra I wish
to ask you a question on another subject Can
you with your present flush funds and
prosperity pay me a part if not all that is
due for services rendered I want it very much

And shall bend it to help me out in
my present calculations and if you
can help me it would be greatly need
My necessity for funds must be my
^{own} for urging the matter upon your attention
At this time I have not time to write
more at this time will you please
write me on rect of this and much
Obliged yours Truly

C Cornell Esq
N York

J S Bristol

Recd & Ans^d
Aug. 3. 1852

Carbonate 30th July 52

Mr. Hopkins. Dear Sir?

I write to inform you of my arrangements which may in a degree effect your tel. app. here. I have had an offer to go west, to the State of Michigan to work at my trade & to operate ^{on} the telegraph. ~~The~~ offer is a good one & no business is not very good here I shall go. I am requested to bring my instrument, but would like to have your wishes in regard to it. Probably you know I bought it at ^{the} constant sale, & if you wish to continue the app. here, I want this instrument you can have it by giving what it is worth. It was very much out of repair when I got it but it works well in every particular now.

Aht. the line repairs. I sent the first bill of expences to Mr. Larnel at Thorey & he asked for explanations of a part of the charge & I wrote to him at N.Y. but have heard nothing since that bill was \$4. for horse & buggy \$3. for expences \$2. for mends time 2 days. making \$9.00
The last trip was for horse & buggy 4.00
expences ————— 2.25

mends time 2 days

By stopping at an acquaintance \$2.00
\$17.25

The last trip did not cost quite so much. The line was broken in the first trip in 2 places on No. 1 section. This time it was down on the ground in same section in 2 places abt 10 rods. As I have had to advance the work in these 2 jobs I wish you would please remit me the amt. in answer to this & very much oblige. Respectfully yours

Wm. W. Yule

I have been to over \$6.00 expence
for repairs on this ~~section~~
which does not leave me much
for my trouble, but it has
been rather interesting &
I have no fault to find.
M. M. J.

Man W. Jones
Bill Carbondale
July 30th 1882 \$17.25

Recd 7th Aug
and 8th "

Pike July 31st 1852

Mr Cornell

Dear Sir

Yours of 12th inst
was received and the time has expired in
which you was to be out this way but I
do not see you yet & I hardly know where
to Address you, According to your request
I have been over the line west of me to Elk
and find it in bad condition so much so
that I could not repair it as you wished
there was no wire at Elk of consequence &
it wants a pile of it. you better believe—

There is some 25 poles wanting some have
been destroyed by lightning some by other
misfortunes & others by foul play, and caps
missing without number, Where the wire
was down & could be found I either put it
up or gathered & deposited it where it will
be safe untill called for, I have got up
some excitement on the subject at any
rate & men say they will do what they can
to hunt up wire & find out depredators
but how much will be done is more than
I can tell, As near as I can Judge from my
minutes & guessing at the amount of wire
over.

I have saved me shall lack from one
to one & a half miles which you better
Order in time to get it to Portage by the
time you get along with the rest of the
work, Write me on the Rect of this and
keep me well posted up in this matter
for I feel some interest in it yet —

I want to see you & can give you an ~~exact~~
exact history of the line west of me and
the result of my deliberations while gone
and then you may act on your own
Judgment —

One thing more & I will close for
this time I make out my account of \$51.19
for Services rendered & moneys expended on
this line from August 1st 1851 to Jan 15th 1852
sent to Mr. Riggs & I will quote from his
answer of July 13th 1852

D. P. Gordon
July 22nd 1852
" I have been waiting for Cornell to
come here. — He says he thinks you have by
mistake included in your ac some of the
charges which were in the claims on
which you had Judgment, " Now such
is not the case & I have only to say that
I am sorry my account with my Affidavit
to the correctness of it should be disputed

Will you have that matter arranged
& if there is anything coming to me I
want it bag enough
Yours &c
D. P. Gordon
E. Cornell Esq

contained & of the sum of Five
Thousand Dollars ~~hereafter~~ hereinafter
mentioned hereby covenants & agrees
with the said party of the third part to
confirm protect & defend the said party
of the third part from the date hereof
in the full free & uninterrupted use &
enjoyment of the system of telegraphing
now used by the ^{said} party of the third part
against all lawful let hinderance
interruption & disturbance in the use
thereof for the purposes aforesaid &
from all actions damages & expenses
~~for~~ reason or on account of the use
thereof for the purposes aforesaid. No
messages ~~from~~ ^{for} others to be sent from
places where the first named party
may have an office.

And the said parties of the first
& second part further grant bargain
& agree to & with the said party of
the third part that in the place &
stead of the instruments & system of
telegraphing now or heretofore used by
the party of the third part ^{the party of the third part} shall
& at any ^{& all} times have the right &
privilege of using & adopting
& employing in their said line any

other Systems or Mode of Telegraphing to which the said parties of the first & second part or either of them shall at any time by invention or otherwise acquire the right or be entitled, the said parties of the first & second part being released from the obligations to protect the party of the third part in the use of the instruments & systems of Telegraphing now used by them after the adoption by them the party of the third part of any other instruments or system. And the said party of the third part for & in consideration of the covenants grants & agreements aforesaid hereby Covenant & agree with the parties of the first & second part to ~~execute~~ pay to the party of the first part the sum of Five Thousand dollars in cash & also that they the said party of the third part will permit & allow the said party of the first part the right & privilege of using the poles of the Telegraph line of the party of the third part for the purpose of attaching thereto & fixing

thereon with suitable insulation
wires for the Telegraph Line of the
party of the first part from
New York via Piermont & from
Jersey City to Dunkirk aforesaid
as long as said party of the Third
part. Shall sustain a Telegraph
for the use of their Rail Road for
Telegraph purposes from Piermont
to Dunkirk aforesaid & the party
of the first part in putting up
the wires insulating the same & in
keeping the insulation & wires in
proper repair as also in erecting
poles when found necessary. being
subject to the reasonable directions
of the party of the Third part
& not interfering with the wire
of the party of the Third part
or in any way preventing their
free use as Telegraph wires
& if in the opinion of the
board of directors of the party
of the third part - any such
interference shall be discovered
the said board of directors may
require the party of the first
part after six months notice
to remove the wires from the
poles aforesaid & the ~~affairs~~

expense of removing the said
wires & fixing the same on other
poles shall be paid to the party
of the first part by the party
of the third part not exceeding
however the sum of Two Thousand
dollars on each notice being & if
the poles of the party of the third
part shall be insufficient to
sustain the wires required by the
party of the first part the party
of the first part shall be at
liberty to erect poles for the wires
at suitable distances along the
opposite side of the said Rail
Road in such a manner as
not to interfere with the Road
rails poles wire or buildings of the
party of the third part & the
same to renew repair & use in
a reasonable manner doing
no injury to the Road or rails
of the party of the third part.

And the party of the third
part further agrees to allow the
president & General Superintendent
of the said New York & Western
Union Telegraph Company freely
to pass in their cars over
the said road without charge.

& also the repairers in the employ of the party of the first part when necessary for the repairing or working of the line & operators to their respective offices - passes to be obtained at the office of the party of the third part on the order or request only of the president or General Superintendent of the said Telegraph Company for that purpose.

And as security for the faithful performance of the covenants & agreements herein contained on the part of the parties of the first & second parts to be observed & kept the party of the second part hereby agrees with the party of the third part to assign by way of Mortgage to the party of the third part or to Trustees to be held for the party of the third part at the option of the party of the third part stock in the Erie & Michigan Telegraph Company to the amount of Five thousand dollars & the party of the first part as further security for the same have by indenture bearing even date with these

presents mortgaged to the
said party of the third
part the Telegraph Line of the
party of the first part
with its fixtures from &
between the City of New York &
Smutkink aforesaid

Signed with seals of parties

C. H. Chester. Pt }
E. Connell }
Benj. Loder Pt }

Nathaniel Marsh
Sec.

7

This agreement made this day of
July one thousand eight hundred & fifty two
between The New York and Western Union
Telegraph Company of the first part, Ezra
Cornell of the Second part and The New
York and Erie Rail Road Company of the
Third part.

Whereas the said party of the third part has
erected a line of posts & wires for a Telegraph Line
along the line of their Rail Road commencing at
the City of New York & terminating at the Town of
Dunkirk in the State of New York, and is now
using thereon a system of Telegraphing for their
own purposes as connected with said road, not
transmitting messages for others.

Now therefore the said parties of the first and
second part, ^{for & in consideration of the covenants & promises of the party} hereby covenant & agree with the
said party of the third part ^{from the date of the date hereof} to confirm & defend
the said party of the third part ^{from the date hereof} in the full &
free use & enjoyment of the system of telegraph-
ing now used by them & to guarantee & protect
the said party of the third part against all lawless
let, hindrance, & disturbance in the use thereof and
from all damages and expenses by reason or
on account of the ^{operation} use thereof for the purpose
aforesaid.

And the said parties of the first and
second part further grant, bargain and agree
with the said party of the third part that
the said party of the third part, in place of the
instruments & system of Telegraphing now by
them used, shall at any & all times ^{the right to} have, use
& enjoy ^{any way} the any other system or mode of tel-
egraphing to which the said parties of the first
& second part or either of them shall at any
time by invention or otherwise acquire the right

to use along said line, the said parties of the first and second part ~~not~~ being released from their obligation to protect the party of the third part in the use of the instruments and system now used by them after the adoption or substitution of any other by the party of the third part.

And the said party of the third part for and in consideration of the covenants, grants & agreements aforesaid hereby covenants and agrees forthwith to pay to the said parties of the first and second part the sum of five thousand Dollars, and to allow to the said party of the second part & to the President and officers, ~~& in addition~~ ^{repaired & operators} of the party of the first part at all reasonable times to pass & repass without charge in their cars over the Rail Road of the party of the third part ~~from New York to Dunkirk or any point thereon~~, and

And ~~the also~~ ^{also} that the said party of the first part shall have the right to use the poles of the Telegraph Line of the ~~comp~~ party of the third part for the purpose of putting ~~the~~ wires for the line of the party of the first part thereon, ~~to be used by~~. The said party of the third part keeping up the poles at suitable distances & of suitable size & length for Telegraph purposes, and the said party of the first part in putting up its wires, insulating the same, & keeping the insulation & wires in proper repair being subject to the reasonable directions & of the party of the third part and not interfering with the wires of the party of the third part or in any way preventing their free use as telegraph wires, and further that the said party of the first part shall be at liberty to put up poles along the line of said road to be used for telegraph purposes whenever it shall see fit, and to keep up on said Road a Telegraph

line in such manner as it shall judge best, but doing no injury to the road or rails of the party of the third part.

And as a security for the faithful performance of the covenants and agreements herein contained on the part of the parties of the first and second part to be observed and kept, the said Ezra Cornell ^{hereby covenants & agrees with the party of the third part} on the payment of the said sum of five thousand Dollars, to assign by way of Mortgage ~~from stock in~~ to the party of the third part or in trust for said third party stock in The Erie and Michigan Telegraph Company to the amount of five thousand Dollars, and ~~said party of the first part~~ ^{for the faithful performance aforesaid} shall also as further security to the party of the third part in like manner ^{execute a} mortgage ^{on} their Telegraph Line to the party of the third part from the City of New York to be ~~not~~ ^{paid} as aforesaid.

In testimony whereof the parties of the first and third part have caused these presents to be subscribed sealed with their respective seals and subscribed by their respective Presidents together with the attestation of their respective secretaries, and the party of ~~the~~ second part has subscribed the same with his own proper hand & attached thereto his seal.

in the year of our Lord
1852

This Agreement made this 31st day of July 1852,
between the New York & Western Union Telegraph Company
of the first part, Ezra Cornell of Ithaca ^{New York} of the
second part, and the New York & Erie Rail Road Com-
pany of the third part

Whereas the said party of the third part have constructed
a line of posts and wire for a Telegraph Line along
their Rail Road commencing at New York and terminating
at Dunkirk in the State of New York, and are now using
thereon a system of telegraphing for their own
purposes as connected with said Road, not transmitting
messages for others from stations where the party
of the first part have an office for receiving
and transmitting telegraphic messages.

Now therefore this Indenture witnesseth that
the said parties of the first and second part for and
in consideration of the covenants and agreements of
the party of the third part hereinafter contained
and of the sum of Five Thousand Dollars hereinafter
mentioned ^{hereby} covenant and agree with the said party
of the third part to confirm, protect and defend the said
party of the third part from the date hereof in the full
free and uninterrupted use and enjoyment of the system
of Telegraphing now used by the said party of the
third part against all lawful let, hindrance, in-
terruption and disturbance in the use thereof for
the purposes aforesaid; and from all actions damages
and expenses by reason or on account of the use
thereof for the purposes aforesaid, no messages for
others to be sent from places where the first named
party may have an office.

And the said parties of the first and second part
further grant, bargain and agree to and with the
said party of the third part that in the place and
stead of the instruments and system of Telegraphing

now ~~or~~ heretofore used by the party of the third part, the party of the third part shall at any and all times have the right and privilege of using, adopting and employing on their said line any other system or mode of Telegraphing to which the said parties of the first and second part, or either of them, shall at any time by invention or otherwise, acquire the right or be entitled, the said parties of the first and second part being released from their obligation to protect the party of the third part in the use of the instruments and systems of Telegraphing now used by them after the adoption by them, (the party of the third part) of any other instruments or systems.

And the said party of the third part for and in consideration of the covenant, grants and agreements aforesaid, hereby covenant and agree with the parties of the first and second part to pay to the party of the first part the sum of Five thousand Dollars in cash, and also that they the said party of the third part will permit and allow to the said party of the first part the right and privilege of using the poles of the Telegraph Line of the party of the third part for the purpose of attaching thereto and fixing thereon, with suitable insulation, wires for the Telegraph Line of the party of the first part from New York via ^{River Point} ~~Dunkirk~~ and from Jersey City to Dunkirk aforesaid, as long as said party of the third part shall sustain a Telegraph for the use of their Rail Road for Telegraph purposes from Piermont to Dunkirk aforesaid, and, the said party of the first part in putting up the wires, insulating the same, and in keeping the insulation and wires in proper repair, as also in erecting poles, when found necessary being subject to the reasonable directions of the party of the third part and not interfering with the wires of the party of the third part, or in any way preventing their free use as, Telegraph wires, and if in the opinion of the Board of Directors of the party of the third part any such inter-

ference shall be discovered, the said Board of Directors may require the party of the first part, after six months notice, to remove the wires from the poles aforesaid, and the expense of removing the said wires, and fixing the same on other poles shall be paid to the party of the first part by the party of the third part, not exceeding however ^{the sum of} ~~two~~ ^{three} thousand Dollars. On such notice being given, or if the poles of the party of the third part shall be insufficient to sustain the wires required by the party of the first part, the party of the first part shall be at liberty to erect poles for their wires at suitable distances along the opposite side of the ^{right of} Rail Road, in such a manner as not to interfere with the road, rails, or poles, wires or buildings of the party of the third part, and the same to renew, repair and use in a reasonable manner doing no injury to the road or rails of the party of the third part.

And the said party of the third part further agrees to allow to the President and General Superintendent of the said ^{new York} ~~and~~ ^{Western Union} ~~Telegraph~~ ^{Company} ~~Co~~ freely to pass in their cars over their said road, without charge, and also the repairers in the employ of the party of the first part when necessary for the working ^{or} ~~and~~ repairing of the line, and operators to their respective offices-passes to be obtained at the office of the party of the third part on the order or request only of the President or ^{Superintendent} ~~Genl Supt~~ of the said ^{Company} ~~Telegraph Co~~ for that purpose.

And as security for the faithful performance of the covenants and agreements herein contained on this part of the parties of the first and second part to be observed and kept, the party of the second part hereby agrees with the party of the third part to assign by way of Mortgage to the party of the third part, or to trustees, to be held for the party of the third part, at the option of the party of the third part, stock in the Erie & Michigan ^{Company} ~~Telegraph Co~~ to the amount of Five Thousand Dollars, And the party of the

first part as further security for the same, have by Indenture bearing even date with these presents mortgaged to the said party of the third part the Telegraph line of the party of the first part with its fixtures from and between the City of New York and Dunkirk aforesaid.

In testimony whereof the said parties of the first and third parts have caused their respective seals to be hereto affixed and these presents to be subscribed by their respective Presidents and Secretaries & the said party of the second part has hereto affixed his seal, done in duplicate

Elisha W Chester Pres.
New York & Dunkirk
N.Y. & W. Telegraph Co. Company

Benjamin Loder
Pres't

Nathaniel Marsh
Secy.

Rec'd of Ezra Cornell an assignment of certificates of stock of the Erie & Mich Telegraph Co amounting to five thousand dollars to be held as collateral security for the fulfillment of the covenants and agreements of the said Cornell and of this said N.Y. & W. Telegraph Co in the foregoing indenture contained, and to be held in the same manner & on the same terms as set forth in the mortgage in the Indenture aforesaid mentioned. If said stock shall be exchanged for any other for the accommodation of said Cornell such other so taken in exchange shall be held in the same manner & subject to the same rights & conditions as this stock first above named. New York July 31, 1852.

Nathaniel Marsh
Secy

N.Y. & W. Telegraph Co
E. Cornell and
N.Y. & Erie RR Co

July 2
1852

copy

This agreement made this thirty first day of July in the year of our Lord one thousand eight hundred & fifty two between the New York & Western Union Telegraph Company of the first part. Ezra Cornell of Ithaca in the State of New York of the second part & the New York & Erie Rail Road Company of the third part -

Whereas the party of the Third part have constructed a line of posts & wire for a Telegraph line along the ^{Rail} Road commencing at New York & terminating at Dunkirk in the State of New York & are now using thereon a system of telegraphing for their own purposes as connected with said Road not transmitting messages for others from stations where the party of the first part have an office for receiving & transmitting telegraphic messages -

Now therefore this indenture witnesseth that the ^{said} parties of the first & second part for & in consideration of the covenants & agreements of the party of the third part hereinafter