Geo Curtis Utica
Mar 6. 1857

Utica March 6 1857

Mr E. Cornell

Dear Sir

I recd. a day or two since your telegraph enquiring when I could meet you to attend to that wire I replied next Week, to day I received a telegraph from your Son saying that you had not recd. the telegraph & wished me to repeat it, I repeated it & said I could meet you the last of next Week. I am desirous of meeting you at a time that will be the most convenient to you and shall trye to arrange my business so as to inconvenience you the least. This Week

I shall depend on your telegraphing me when to be there

I have had business that would not allow of my being absent from here

The Court sits next week at Rome & I have got to be there but expect to get released by the middle of the week & if so I intend to go direct to attend to the business with you it may be that I cannot get released in time to go over the Court next week & if so it would be better to be there in the early part of the week & then I shall have time to attend to it & get back & not be out over the Sabbath but as you may not want to remain home so long I will try to be there so as to accommodate you

I am desirous of attending to the business for particular reasons which I will explain when I see you

I wish you would write me or telegraph me on receipt of this & say when you prefer me to be there. I prefer to leave here the 16th & meet you at Owego on the 17th & go on from there as that is the way I propose to go from here viz to Syracuse thence to Binghamton & to Owego unless you advise different

I wish you would telegraph me on receipt of this & at same time say when you propose to meet me. I would now say when I will meet you but cannot say how soon I can be released from the

Court at Rome I was
Subpeoned as a Witness last
Week to Morrisville Madison Co
with the expectation of only
being absent two days & was
kindred all the week & came
very near being detained this
Week as the Court is still in
Sesion It is always uncertain
when one can get released
when subpeoned to Court

I saw Mr. Faxton a day or
two Since & he said to me that
he had not rec'd your letter
which you wrote [redacted] time from
Mich. you had sent him

I have been looking into the
Rec'ts & Expenses of the N.Y. & Buffalo
Line & am satisfied We could
pay 12 pr ct as long as there is
no opposition & make a good oper-
-ation out of it. I am not done
telegraphing & I think the present
directors of N.Y. & Buffalo Line will find
it out if my life is spared long enough

Yours Geo Curtis

Cambridge City Mch 6th 57

Wm E Cornell

Dr Sir Enclosed you will find your account made at my stable by your Agent here while the line was in operation you wrote to me from Indianapolis after Carpenter had settled with you that you would be over here & pay my acct I also rec'd another from you from Ithica stating the same thing. I have waited now some three years since our last settlement & I am now very much in need of the money & it will be an accommodation to me if you would send it along without any farther trouble, I should like to hear from you during this month some time without fail & receive the money

Yours &c

Wm Crawford

Ithaca Mar 8. 1857

Dear Alonzo.

I want you to call in person on "Orange Judd Esq Editor & Proprietor of the American Agriculturist Office 191 Water St N.Y." and buy for me "Chinese Sugar-Cane" seed enough to plant one Acre also subscribe for the current volume of the "American Agriculturist" to be forwarded by mail commencing with Jan'y No,

R. L Allen 189 Water St also advertises the seed, J. M Thorburn & Co 15 John St N.Y also advertise the seed at 75 ct. per pound- dont fail to get enough for an acre from some of

them—. Please give it immediate attention as delay may prevent your getting it, as the demand is far greater than it was expected to be =

My note was not due till 7 & 10 Apl instead of March as I had it on my book, so you will have to send me another note in time for that & I will destroy the one you sent—

Frank went to Lansing yesterday with Dunham & Wood for the stock he bought, and got it up to Woodlawn in fine order when it will stop till I get fixed for it, The stock suits our expectation fully. W & D. offered Frank two cows that they cost $50 each for $110 for the 3rd cow & calf that I bought for $70.— I think we have a good bargain in all the stock, and a capital bargain in the 3rd cow. If she is as good a breeder as I think she will prove, she is worth $200. =

I want to get a bull that is worth $500, then we shall be in for stock breeding—

I shall start tomorrow for Rochester to see if I can close up the trade with the Union Co for the Southern Mich line &c— and if mothers health dont divert me from present engagements, I shall go to Bath next thursday to meet Wade & Lee to help them settle their old dispute about the Cin & St L line—

I may however find

it necessary to go to Albion on mothers account.

Tell Ellen that she must make calculations to come up in may with bub so as to give him a chance to take a run, I shall fix a first rate place for him, and he would soon learn to feet the chickens & pigs

I want Drs Shepard & Kingsley & Ladies to come up and see my place as soon as I get fixed & moved, I shall have a better place for a Water cure than any other in Western N.Y

Yours Respectfully

E. Cornell

A.B.C.

P. S. If I could hire a good smart Englishman and wife or Scotchman & do right from shipboard before they becam tainted by idle or bad habits. I think it would make the best help on the farm & in the house that we could get.

Will you keep an eye out for such a pair, perhaps the Commissioners of Emigration could put you on track of the right kind of people. If the man was a gardener and fruit culturer. I should like it the better. A german might do all but the dificulty of understanding them

E. C

Washington March 9th 1857

E. Cornell Esqr

Dear Sir, Returning from Newyork I find here your letter of the 2d inst. and am much obliged by the tender of service therein contained

My business at Newyork was to attend the trial of Morse and Vail vs Smith which was commenced and adjourned over to the 17th inst. The course pursued by Smith in taking captious objections to the testimony induced Mr Gray to desire to have the witnesses present as far as practicable and I suppose he has had a subpoena issued for you requiring you to bring along all the papers you may have touching the subject.

I hope to meet you at Newyork on the 17th and will have with me the stock in question.

I trust you will be able to produce Smiths original letter a copy of which is attached to your deposition in which he says Patentees will not hurry for their part &c.

[redacted] & Vail will expect to pay your expenses

Very respectfully
Amos Kendall

Ithaca N.Y.

A. Brundell
Aug 1857

G. Cornell Esq
Ithaca
N.Y.

Mil Mch 10th 57

E Cornell Esq Dear Sir

Yours recd - Please excuse delay but I have to plead business as an excuse this time.

Relative to the accounts that were returned to you in Nov 1855 I find it an utter impossibility to collect anything -

Kirkland & Young do not reside here but at Sheboygan C. S. Foot I never heard of - Wm Nelson & Co (two Bros) live up north somewhere but I do not know their place of residence. M Kneeland paid Draper to my positive knowledge - D Wells Jr is at Washington - M J. Thomas paid Draper - D C. Bancroft and J C Doane two persons that cannot be collected & C. J. Smith dont know - A. B. Van Slyke I presume has paid his acct for he is an honorable man that always pays when asked - Mr Draper can give you more information relative to some of the above men than I can.

Mr Draper is engaged in no business at present - He is now at Washington attending his sick Bro

Yours &c Geo L Pettit

Office of Curtiss, Lester & Pettibone,
GENERAL LAND AGENTS,
Winona, Minnesota, March 11th 1857

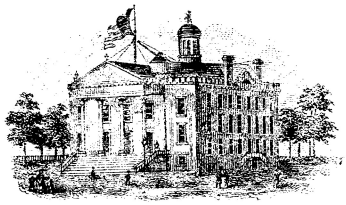
E. Cornell
Ithaca. N. Y.

Dear Sir

Your favor of the 3rd reached me last week too late to put the Bill through In fact the Legislature has been disorganized for about a month & important Bills have been killed which were introduced early in February. I will try & put the Bill through at the Extra Session which will come off in May probably ——

Will you do me the favor to send me one of the enclosed in your Post Office & one in your Principal Hotel

Yours Truly
G. W. Curtiss



State of New York.

Assembly Chamber.

Albany, March 9th 185

Mr Lowell

Dear Sir

I rec'd yours of the 9th respectfully I would reply that if you make your Bill to comply with your wants you Better under Stand what and how It will Please you It will Be local in its nature and will Pass with out any obstruction what ever I would most cheerfully do it if I supposed that I should arrive at what you want

Respect your Bill and have all the necessary Stamps that it will need and it will Pass with out Dela

Respectfully Yours Dr Lady.

Pine River March 12th 1857

Dear Brother

your kinde and very encouraging letter came to hande the 9th inst. in the summer season there is nothing of gloome or dispondency to be associated with a dwelling in the wilderness for there nature has a thousand charmes to cheer and enervate the mind and inspire the soul with that boyant hope which nothing but the contemplation of nature and exercise in a pure atmosphere can do. but in winter it is quite different to be cut of as we are from the society of all our Dear friends and acquaintances shut up in the house with a scanty subsistance and but little to occupy our time has a tendency to depress the Spirits and sheds a gloome over my minde which at all times I am not able to caste off. still I like our forest home very well have no idea of backing out & geeing up in dispair as some of our neighbors seem to do if we can manage to make a live of it until after harvest. then we shal get along very comfortably if we are favord with good crops. we have a very fine productive soil and with patiant toil in time will make a nice comfortable home tho the change must nessarely be slo with but one pair of hands

to do all that is nessary to bring a new farme under a state of good cultivation stil with energy and perseverance it can be acomplished
the hardeships and privations we have to encounter will (I think) be a benifit to us - if we are so founat as eve a gain to have the nessaries of life we will know how to apreciate them which we can not do to the fulest extent unless we have ben deprived of them and also how to simpathise with others in like trials. you wished me to informe you of our future plans and prospects which I will try and do. our future prospects looks more promising than presant ones. James & Edward intends to put in all the grain on Mr Runyans place - if the season favors us they will raise more than anough to live on an other year - they have 20 acors to log fence and put in to come which will prevent their makin sugar Daniel & Irwin intends to do a little in that line think they can tend an hundred trees. we have made but very little improvement on our own place - and shall be able to do compairitively nothing this summer after which time we intend to lay out all our labor on our own place which will be far better than to clear other people land. Edward wishes me to say to you he has not had an oppertuneity to informe himself respecting swamp land. but will do so and write you. Jane writes Mary Ann has ordered a magizene sent I do not get it presume it has ben taken out of the office am very much obyged to her fr the favor write often it cheers us up a great deal to get letter from you give my love to Mary Ann yurs affectionately A M Cornell

Pleas excuse mistakes and pensil makes

Angeline
Nov 1857

Clintondale March 12th 1857.

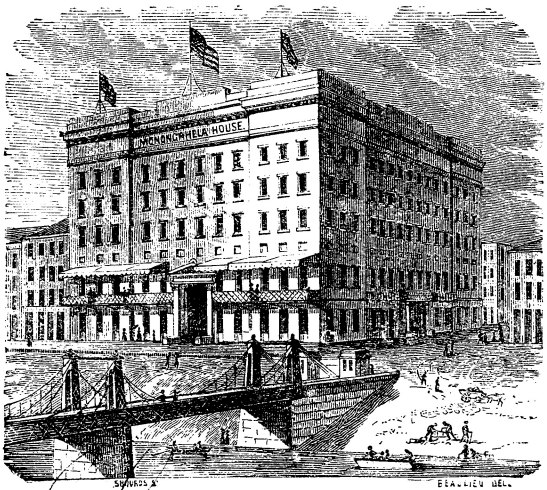
To Ezra Cornell.

Dear Sir: I have consulted Mr Waring in regard to your proposal. He said it would be a pleasure to him to accomodate you, considering the bad luck you have had in your business, and is willing to do every thing in his power to accommodate now. He says that he has recently purchased a large farm, said farm is heavily Mortgaged and he hardly knows how to turn himself this spring for money. But he proposes to do this, which is the best he can do & which he thinks not unreasonable for you to pay $100.00 by the 15th of April next, $100.00 some time next fall and the balance some time during the year 1858, as you can make it convenient. Proceedings have been suspended by me & will be until I hear further from you, if you answer this in a reasonable time. Please answer as soon as possible. Direct your answer to Griggs Waring Rattekill Ulster Co N.Y. I would like to have you drop a line to me at Clintondale Ulster Co N.Y. in regard to it.

Yours &c

S. G Young Atty for

G. Waring.



Haven, print.

MONONGAHELA HOUSE,

JOHN M'DONALD CROSSAN,

PROPRIETOR.

Pittsburgh, Pa. Mch 13th 1857

E. Cornell Esq
Ithaca
N.Y.

Dear Sir.

I have not heard anything from you for a long time. What was done about me when you were at Rochester. What about building a line out north from St Paul? You spoke of it to me at one time when at Lafayette.

I shall postpone private affairs until I settle somewhere. I leave for the West tomorrow and should be glad to see a letter from you on my return to Lafayette next week. My time there expires 1st April having been changed from 1st March.

I will write you soon again. — compts to self & Lady

Yours

A Haas

Elizabeth N.J. Mar. 14th 1857

E. Cornell Esqr,

Dr Sir,

Your favour of the 9th inst. is received. We have at present a Berkshire boar 2 years old and a Sow about the same age that we will sell. They are not related. Also two pigs 6 months old suitable to breed together. Price of boar and Sow $75. the pair. $30. is the price of the young pair. Our young pigs we sell from $20. to 25. per pair. We send by mail a Catalogue of our stock. We offer for sale Lord Vane Tempest 2d which we consider a very superior bull and stock Getter.

We sent two of his calves to California last week. We value him at about $1000. We sell him because we intend using a young bull that is not related to our stock, to avoid breeding too closely. You will see his pedigree age &c. prices in Catalogue. We will also sell a young bull called Gov. Casteel in Catalogue. $250. We have also an interest in several Shorthorns in your neighbourhood. We refer you to J. M. Lewis Jr. of Dryden Tompkins Co. N.Y. We should be happy to shew you our stock, at any time you may favour us.

Resp. Yours

B & C. S. Ivins

Pine River, March the 1st 1859.

My dear uncle,

It is with much pleasure that I seat my self to comply with your regest I do not write much and therefore am a poor hand, but I will do as well as I can and that will do I suppose, In your letter you spoke of grammatter poor health, we were very sorry to hear she was so poorly, Onothe talked pretty strong of going to Albion as one of our neighbors Mr Perry was going thier, but she thought she would have to stand her chance to come home and it would be such bad going this a year that she soon gave it up. We are a getting along

pretty well this winter, that is we have enough bread to eat and that about all but we have the satisfaction of knowing that our neighbors fare no better than ourselves this is selfish I suppose, but we feell better than if they well and we so poorly we are a going to keep up good courage, for next summer we and Uncle Folks will have the milk butter and cheese to perhaps from four cows and in the winter lots of pork for we have got eight hogs, but some times it is hard to keep up our spirits, Mothers health is not very good this winter but she thinks that she will feell better when it comes warm weather

I have not been teaching school this winter, as I wrote to Aunt Ane, two of families that had most of scholars, moved out of the woods and left but 3 or 4 and I though it was not worth while to my time with so few There is to be a school house 4 miles north of us on the county line between Gratiot and Isabella and wished me to teach it, I am to know in one week from now I do or not, they offered $150 per week and "board around" we all thought was doing pretty well for a new beginner and in a new country too, We have not got a school house built in our district yet, nor we shall not this season I guess, the people are so divided, some are in favor of a school and some are against it, and they will never will get a school or any thing else unless they alter their ways some, We have not been to Meeting since we have been here

O neighbors and the people in general are not as I anticipated, I expected that we should have many privations and wants and that would make us sympathize with each other but it seems that suffering hardens the heart instead of softening it, perhaps though we shall like them better after a while I hope so at any rate, Uncle Folks live about twenty rods from us, and we run back and forward a half a dozen times a day if we please, and that keeps us all from being lonesome.

Mr Rumizan folks live in one part of our
they have lived thier about 4 weeks and will
be here 3 more perhaps, and then they are
going to move in thier new block house that
he has ben building, Mr R. was in hopes come
and buy his farm, he has a beautiful place
her the ~~[illegible]~~ most pleasant of my in woods
we all think he has about 200 acres chopped —
he has pretty much give up that idea now
I believe since we heard that you had bought
a place in Ithaca, Father, Uncle, and the boys
are tapping trees to day fore all it is Sunday,
our sleighing is about gone, and our folkes
have been in a great hurry the past week to get what
teaming they wished to do while it lasted
Give my love to Aunt and the little girls I
would like to see them very much, my complaments
to Frank and Perry, I shall long remember Perry's
visite to Deruyter I think he would enjoy him-
self much, if he were here this spring to have some
warm sugar, Daniel and Irvine are little old
men they seldom play, but feell very much
intrested in trying to have the work go on as it
should, I must now draw ~~my~~ my somewhat
lengthy letter to a close, and remain ever your
afectionate and grateful niece

Eunice C. Wood

E Cornell,

Eunice Wood
Mar 1857

Office of the Syracuse & Southern Rail Road Co.,

Syracuse, March 16. 1857.

Mr. E. Cornell

Dear Sir

Yours of the 9th Inst (being absent) I did not receive until recently.

The Company do not at present entertain any idea of building a line of Telegraph themselves.

But as there are occasional applications made to us for that purpose and the time to commence that work if designed to be done this season is at hand

I therefore addressed you inasmuch as we ~~have~~ had looked over that matter together & you had made proposals without coming to any definite conclusion & expected to see me again as you stated. I expected to have seen you long since & especially about this time. if you have any idea of building the line.

I want to be able at the next meeting

of our Board to present them, with such proposals as you & others may make. If you will therefore meet me here some day last of this week or next & review your proposal. — ~~of which~~ or say by letter what time you can see me, or that you still adhere to the proposition you made to me last year. You will oblige

Yours respectfully

J M Schumerhorn Prest.

Wellsville 18th Mch 1857

E. Cornell Esq
Ithaca N.Y.

Dr Sir:

I sent to the owner of those cows we spoke of day before yesterday to ascertain his terms and learned that since last fall he had changed his mind and concluded to keep them another season at any rate. His cows are half blood Durhams, his Bull an imported full blood for which he paid $600 but proved worthless as he did not get a calf last season — I hear of no other desireable lots in this section but if I do will write you if you wish —

Yours Truly
John J. S. Lee

The Delaware, Lackawanna and Western Rail-Road Company,

TRANSPORTATION DEPARTMENT,

SUPERINTENDENT'S OFFICE,

Scranton, Pa., Oct 18th 1857

E Connell Esq

Dr Sir

Please make arrangements to pay the notes I hold, in May, at the time you mention in your letter, if not possible to do so before -

I know very little about the condition of the Old Line, Except that Sayre of Montrose, has taken down the wire between his place and Oakleys, and put up a line between the village and Montrose Depot. Between the village of Montrose and Binghamton the line is abandoned and will soon be used up entirely. Between Carbondale & Oakleys Station so far as I can hear, the wire is about used up now there may be some left - But it is a year since it was abandoned - The following is duplicate of the notes -

One year from date I promise to pay P. A. Hopkins or order one hundred and fifteen dollars and seven cents for value received, with interest

Ithaca January 11th 1858

$115-07/100 Interest 2 years & 4 months to 11th May $18.78

Principal 115.07

$133.85

over

One P A Hopkins or order two hundred and six dollars with interest from date for value received

Ithaca Decr 10th 1884

$206

Payments on this note, Nov 20th 1885 $125.

June 23d 1886 $100.

$225

Interest to first payment 11 months 10 days	$13,60
Principal	206.
	$219,60
Payment	125.
	$94,60
Interest to last payment 7 m 3 days	3,90
	98,50
Payment	100
over paid deduct	$1,50
one on the other note May 11th 1887	133,85
Total	$132,35

P. A. Hopkins 18 Mar 1887

P. A. Hopkins 18 Mar 1887

I am closely cornered for funds and trust there will be no further delay

Yours truly

P. A. Hopkins

New York and Erie Railroad.

Office Superintendent Telegraph.

Erie Place, New York, Mch 20th 1857

E. Cornell Esq

Dear Sir.

At the time that our Company rented the line of the New York & Western Union Telegraph Co. it was understood that we would be entitled to a reciprocity of business with the Western Union line at Dunkirk - or at least, that we would receive from that line answers to Messages sent by our line from New York - We have had some correspondence with the Secretary of that Company in reference to this subject and are told by him that he does not think they have any right to reciprocate business as we desire - What we desired was, that they should give us an amount of business equal to that which we give them - But if they are not disposed to do this, or if it would be in violation of any existing contract, we should then expect only that they would give us answers, and this we think we have a right to demand - Will you be

good enough to confer with the officers of that Company and if possible make some arrangement by which we may have what business, it would seem, we are fairly entitled to —

We are just about completing our second wire on the Western Division with the view to increase our through business, and it is important that we should be able at least to obtain answers to our Western Messages —

Yours Very Truly

S. H. Tillotson

Supt Telegraph —

Morse
vs
Smith

Before Justice Hoffman
March 24. 1857

Cross examination of Mr. Kendall.

1. Item. The 4,814 Shares is the amot rec'd by Prof Morse This is one half of 10/16ths - Mrs. Vails & myself rec'd 2/16ths. I can't state the precise amot.

I can't tell what precise amount was rec'd for construction - Smith & myself by agreement were to receive half the profits - ~~not~~ Being the agent of Pltff I did not feel at liberty to retain it & turned it over to Morse & Vail ~~same~~ deducting my commission the same as if rec'd for patent - The amot was something over $22,000. Can't say how much I rec'd from Washington to Petersburgh. ~~the a~~ without reference to accts - which have been closed up. I think there was a written agreement - but dont know whether I have it, or any statement of it.

I think I made a return to Deft or statement of the account by letter. I have not brought my letter books.

The line (Petersburgh section) I think was built in 1847.

New Orleans & Ohio Tel. Line. 1382 shares at nom. value ~~I can't~~ of $100 per share - stated to be of no value. Can't tell the amount - 1382 shares 1/2 of 10/16ths

In the acct - Dep. fo 47 the $38,650 represents profits of construction -

1st Item - E. M. Townsend undertook to build the line & failed in debt - I paid the debts & took the 8,850 construction stock - never was any settlement with

Townsend. I had no authority from Townsend - I took no
I took this stock because I furnished the money
agreement of this but of another kind - possibly this
might have been in the agreement also - I had a contract
with Townsend for building the western line but not
the Pittsburgh section.

Letter of April 24. 1849 - produced - witness says it is his.
Defts. No 1. (Pamphlet p. 33 -)

The Pittsburgh Sec. is a part of that undertaken to be
built by Case - is part of the line provided
for in the contract of Oct. 16. 1847 between Kendall
agt of Morse & Bain with Defts. The Contract is at page
101 of my Deposition - this put in evidence.

The portion from Pittsburgh to Wheeling is a part of
the line assigned to Defts by this contract. The items
covers the whole of that portion of the line.

I always understood that Case was Defts Sub-contractor
Case relinquished to Townsend - he took Case's place
under Defts & me - I think Defts had something to do
with it - ~~to [illegible] as I know~~ I don't know but I suppose
that it might be relinquished to me - Townsend under-
took by an understanding between him & me to build
Townsend was to take Case's place.
the line - Don't think either Townsend or I ever un-
derstood what the agreement between Case & Smyser
was - My impression is that ~~Townsend~~ Case was to build
& to divide profits in some proportion with Defts.

$400 The stock in Brownsville & Pittsburgh part of western
line obtained of Townsend 5,100 was given to me -
5,100 Patentees stock - 1/4 of this belonged to Defts - I got
3/4 of this for Defts - Of the $16,800 mentioned in the
Of this
Letter was on the New Orleans & Ohio line - $8,850 was for
patent the other for contingencies making 17,700 instead
of 16000 as mentioned in Letter - 3/4 of 8,850 patentees
stock I used - & the whole of 8,850 construction stock.

No. 2. Letter of Thendall to Smith April 7. 1849 is in my hand writing. Referred to for distances. (pamphlet p. 28) From Baltimore to Wheeling on Western Line is 277 miles - Branch Washington to Frederick 45 - Brownsville to Pittsburgh 34 - total 306 - total stock ~~8,600~~ $106.800 - patentees half 103.400 - Delivered Thendall 31.100 - secured on Pittsburgh Branch 5.100 - making 36.200 Townsends deficit 17.200 being difference between 53.400 & amount recd.

Letter August 23. 1847 - Thendall to Smith p. 60
No 22 Thendall's Dep. & Ex. p. 60 (pamphlet p. 35)
Sept. 1. 1847 ~~should be is August~~ referred to

No 3 - Letter Jan 22. 1848. Thendall to Smith Identified. (pamphlet No 3 - p. 2)
Ans. is printed p. ~~66~~ 102 no 66.
(& pamphlet p 8.)

The letter on prop. in it embraces the charge 1st Item in acct - $8.850 - it has reference to the agreement of Oct. 16. 1847.

Letter Jan. 27. 1848. Th's Dep. 92 no 56.

No 4. Letter Feb. 12. 1849. Th. to Smith identified.
No 5 Letter of Feb. 15. 1849 from F. O. J. S. to Th. is in Smith's aft p. 58 in evidence conditioned to be struck out if not correct on production of original by Mr. Th. (pamphlet p 11)
No 6 Feb. 19. 1849 Thendall to Smith.
I never obtained a portion of the Townsend wire - It was gone before the attachment reached it.
No 7 Letter March 9. 1849. Thendall to Smith. identified
No 8. Reply March 13. 1849 S to Th.

Dep. fa p. 47. Acct.

The 2d Item represents ½ of all the construction profits derived under the Case contract before referred to. The ~~corresponding~~ other half belonged to Deft it was understood.

~~The My impression~~ The only evidence the Company had of my being entitled to any share of the construction was that it was generally understood I was a joint contractor with Deft. I had no authority from Deft. It was through the correspondence between me & Deft that I became jointly interested with him in the construction of the line from Wheeling to Cin. ~~& thence~~ & Lexington (Item 2.) It was this correspondence that gave me authority to receive the half & this was understood by Directors. The whole of the correspondence about the Case contracted is in the letters put in evidence — May have been other letters but dont recollect.

The next item 14.500 is made up of cash advanced & ½ the profits of construction — can't tell how much was for moneys advanced. Tanners & Shafners section is from Lexington through Louisville to Nashville, distance 275 miles. The Tanner & Shaffner contract out of which this item grows is "C" p. 46. Dep (1st vol.)

4th Item in Acct is half the profits of construction on the Waterson Sec. from Nashville to Waynesboro — I understand to cover the whole of the profits belonging to me & Deft — remaining half never issued to my knowledge ~~It~~ Contract with Waterson was made by Deft ~~by~~ before I became interested in the profits. My impression I saw the contract or a copy.

Waterson was a contractor under Smith agreed to pay 50 per mile for patent from Waynesboro to Memphis — dont remember whether it was

made by me alone after division of territory or before by us jointly

Deft refers witness to original letter

Th[illegible] to Smith Feb. 16. 1848 I identified

... it was

7

made by me alone after division of territory or before by us jointly

Deft refers witness to original letter

No 9 Thendall to Smith Feb. 16. 1848 I identified

Witness don't remember whether it was not directly before the writing of this letter that the contract was made - very likely it was -

5th Waterson had contract to pay $50 per mile mentioned from Waynesboro to Memphis - He built the Orleans line from Nashville to Waynesboro - also the Memphis line - He failed & stopped operations when he got to Waynesboro. his contract extend to Way to Florence & failed on that - had a settlement with him & took what I could get - ~~agreed to take~~ among his assets he had 2500 stock in the N. O. & Ohio line which I took - the 1200 is the portion which I took for myself on this 3,500 for commissions on 3/4 of this sum which was pl/ss portion of ~~it~~ the 3,500. The remainder ~~of the~~ or 1/4 of the 3500 I understand has never been issued - belongs to Deft. I gave Waterson 500 (out of 4.000 he held,) which I had promised him for services.

4th represents construction profits from Nashville to Waynesboro & is one half of the whole profits belonging to me & Deft - Waterson had one half the profits.

6th Item. Smith & Thendall built from Waynesboro to N. O. They raised the money on the line on agreement with me to take the whole profits - the contractors Hadley & Lloyd failed - the arrangement with them had been made before the agreement to pay recipate in profits - O'Reilly's operations prevented contractors employed by Deft from getting money to build the line - in consequence of

which they failed below Waynesboro to build any line - the consequence was we had some 800 miles built from Pittsburgh to W. without any connection with N. O. When Watterson failed there 41 miles of his Lee. below W. not built on. I proposed to the Deft to build the line himself or let me do it & take all the profits. He declined to do either. The proposition was by letter. When Lloyd failed on the line below I enquired by letter of Deft what course we should pursue - He had nothing to recommend & recommended nothing - O R had carried his line through to N. O. but he had built it through the interior & had omitted the towns on the river. To induce F. C. H. Smith to undertake to raise the money I agreed to allow them the whole 150 per mile for construction & as a further inducement to Thendall my nephew I agreed to give him ½ of my own patent stock accruing for comns. They raised in the Miss. towns about $30.000, but not enough to carry them through to N. O. & were obliged to stop altogether without accomplishing the object unless more money could be raised from some quarter. Under these circumstances I advanced $6,500 upon condition that they should allow me in stock an advance of 25 per cent - & this item is for the 6,500 & 25 per cent added.

No 10. Th. to S. Letter Jan. 12. 1849 Identified. read

~~No 11~~ No 11 Reply Jan 16 read No 90 Th's dep. not found

12 Jan. 19. Thendall to Smith

Reply S. & to Th. p. 90 Th's dep. fo 236

read. - Jan 24

Letter - Jan 27. 1849 p. 92 Th's dep. (56)

Item 7. The 10.500 was stock I gave my daughter & her children.

~~Did you~~ I did not consult ~~Dept~~ in relation to the line to N. O. after these letters - I think there was another letter which has not been read. I did not consult you at all about the arrangement with Smith & Kendall. I don't know whether there was any detailed information given dept about the construction of these lines till the letter of March 17. 1851 (Th's Dep. p 106 (No 69

Third ~~2~~ Item in Acct filed at Washington
Has been adjusted between parties.

Fourth Item. Western Tel. Co. 233 Shares the amot is half of 10/16ths

Fifth .. Maine Tel. Co 150 Shares is from Portland to British Provinces through Bangor - is the first line built in Maine running to Calais from Portland.

Sixth - All settled

Seventh - N. Y. & Buffalo. all settled

Eighth Cleveland & Cin. Tel. Co. is line built by Wade - I made an adjustment - it was agreed between Wade Speed & Cornell - they sent me the certificates of stock & I retain them yet - have not transferred them because they complained of ~~the form of~~ the transfer of the patent as not being according to the contract. - Contract to be produced by Witness. (This is the line referred to fo 246 Complt.) The stock issued to me was 3/4 of 1/4th.

The amot in Acct stated in Acct filed is 1/2 - of 10/16ths -

~~Cor. Cornell~~ Some 12 or 13 per cent dividends have been declared - ~~1/4~~ per year under lease to Union Co ~~of 500 per year~~

Ferry

Ninth - Cincinnati to St Louis - is the line from Cin. to Terre Haute & from there to St Louis. This is embraced in the same contract with the Cin. & Cleveland. Complt fo 274 to 276.
I have got the stock for that & have conveyed patent.

See 8th
This is under lease to Union Tel Co at $800 per year

Tenth

St Louis & N. O. is a line on the West side of the Mississippi - crosses the Miss'i & passes on through Clarksville to Nashville. 506 shares - This was built by T. P. Shaffner by contract made with me. - Deft refers to p. 124 paragraph in letter from Smith to Th. dated 15 June 1849 commences p. 123.

X

Mr. Th. to produce settlement

Turn back to p. 63 is the answer to this letter date of July 17. 1849 - No 26.
Next letter July 25. 1849 No 88 p. 120 Th's dep.
Page 65 is the answer to this August 4, 1849 acknowledging rect but giving no information about line.

No 13 - Nov. 10. 1849 Th. to S. not in print - prove
(15.000 was original price for this, for which Th. holds himself answerable to patentees if they require, as admitted in this letter,)

~~No 14~~ S. to Th. Oct. 6. 1849 asks Th. to produce ~~read from copy in print~~
March 25

14 Nov. 18. 1849 reply to Letter Nov. 10 - read from printed copy. S. to Th.

15 March 25. 1850 Smith to Th. in Thundall's affidavit p. 148, 9

16 March 24. 1850 Th. to S. Same p. 150 No 686

17 Th. to S. August 3d 1850 - Same p. 161

18 S to Th. " 12 1850 162

About Nashville & St Louis Line
No [illegible] [illegible]

19 Augt 1850 Th. to S. reply Th's App 162
Mr. Th. proceeds

X The length of the St. Louis & N. O. line is
miles. This line extends only from
~~No 20~~ St Louis to Nashville & there connects with the
N. O. & Ohio Line.

Ex ~~No~~ 20. Copy Contract ~~from~~ between Th. & Shafner
dated Sept. 7. 1848 about this line.

21 ~~This~~ a copy of Conveyance itself for this
line. Witness says it is a substantial copy
a few words varied - Dated Oct. 30. 1850.

No (\$38.400 Stock to patentees according to this contract
11 Immaterial - settled up

No 12 Immaterial

No 13 Philadelphia & Pottsville Line
\$2,555.37 - is 10/16 of amount cred.

Ex 22 Thendall to Smith March 26, 1847
Witness says he can't tell what amount Towns
end paid me for the wire. I have no doubt
X but I can find the precise sum (Requested to
do it hereafter.)

No

No 14 Line from Reading to Harrisburgh.
I don't remember what it was sold for
on list about \$250 - probably 500 I can fix the price & time. It
was in 1848, or 9. (By the acct it to patent
office it would seem to be \$1040) Need pay
True amt 550

No 15 I sold it & rec'd pay - (date & amt to be
X supplied - Lancaster & Columbia Line
~~No~~ Same as York to Lancaster on list

No 16 Baltimore & North Point is sometimes
called Offing lines - amt &c to be supplied.
amt 200 on list

Thendall's [illegible]

5

No 17. Immaterial

... is sometimes called Offing lines - amount &c to be supplied.
Thendall's ... amount 200 on list

No 17. Immaterial

No 18. ~~Facts to be supplied hereafter~~. Papers wanted about agreement
Profits on
Copy agreement to be furnished by Mr. Th

No 19 Immaterial.

No 20 Columbus & Chillicothe Line.
~~Exhibit 23~~ In Acct rendered ~~No. 18~~ Feb. 7. 1848
Ex 23 is account rendered by Mr. Th. which he identifies as one rendered by him.

X No 21 Baltimore to Harrisburgh - Is the same alluded to in account Ex 23 Item $660.00 on debit side.
Further Information

No. 22. $4552.25 Recd of Smith on sale of side lines. - I presume these are the side lines referred to in acct Ex 23. probably 10 per cent ~~any~~ Comm off.

No 23 Wilmington & Lewiston (or Lewes) - Think this was sold to Townsend before 22 June 1847 - Took 2 notes - one was paid - on the other nothing could be collected. (Mr Th. to supply contract - (on list but not carried out.

No 24. ~~Same~~ To wait as in 18 for contract

No 25 Immaterial.

No 26 - Sold to Ely & Townsend - @ 25 ~~pour~~ mile
No sold by me - don't remember distance
have papers to show what I need for it
$ 500 on list is whole consideration

27 - Sold to Tourned on son - sold by
me - paid to me - think per-
chase $900 - means of Shows
exact (on list.)

28 - contract by me to Speed - assigned
by Speed to Peer - sold at
$20 per mile - I think
$600 paid me - will ascertain
(Pittsburgh & Freedonia Line.)

$700 paid Th. & 200 to S. see list

Ex. 24. Produced by Mr. Th. agreement of Speed with Th.
dated 10 Sept. 1847. No ~~the~~ conveyance
of the patent.
This line No 28 is the same line referred
to in Complt fo 262. Also fo 228 - also
fo 333 to 336 - also 331

Ex 25 Thendall to S. March 31. 1849 read.

Ex 26 Smith to Th. April 5. 1849 extract read
from Smith's affidavit p. 215 Mr. Th. to produce
original. about Freedonia line.

Ex 27 Th to S. April 28. 1849 read.
acknowledges rest of $200

Ex 28 Smith's reply April 30. 1849 -

" ~~29~~ — The contract with Speed of 10 Sept. 1847 never
exhibited to Deft till now.

~~Ex~~ ~~29~~ - Smith to Thendall June 15. 1849 -
in Thendall's Dep. p. 123. fo 393.
(denies that Peer had authority from Smith
to build on his side the line.)

~~Ex~~ Th. to S. July 17 1849 is Th's reply
Thendall's Dep. p. 63
Letter S. to Th. July 25. 1849 - p. 121
122, Thendall's Dep.

~~after 6~~

No 29 on Patent Schedule

Line from Columbia to York - think it was embraced in sale to Reed - & afterwards transferred ~~I have~~ sold it & have pay for it - can't remember now but can produce it.

X

on last blank

No 30. Phil to Wilkesbarre sold to A. C. Good & paid for by him - I gave conveyance - ~~statement~~ of line & time to be furnished. $2250 and see last

No 31 Easton to Glendon Iron Works - Leased & have pay for - statement to be furnished

No 32 Atlanta to Marion sold to J. J. Haley - it formed part of a line extended afterwards further West. - no written contract. $1250 paid & 1500 in stock - stock worthless. - Gave deed.

7h. to S. 7h's dep. p. 63 Letter 26.

I have the stock - I don't remember the name of the Co - the certificates are filed away - have never paid expenses

S. to 7h. ~~supp~~ page 120.

X No 33. Susquehanna line - sold to Gould - not completed - conveyance made as far as built. The project embraced a line to Lake Erie Price 10.00 per mile - ~~to~~

No 34. Easton & N. Y. line never built - was to extend from Easton to Hoboken. Papers to be prepared -

X

$150 on list - enquire if more

× No 35 Pottsville to Minersville - sold to Gockh -
papers to be produced Jm Ex 51
not carried out on List $3.50

No 36 Rodney to Fayette
Papers to be furnished Jm Ex 51
$160.00 paid see List

No 37 - Pottsville to Tamaqua
160 pd see list Jm Ex 51

No 38 Gallipolis to Kenhawa sold to T. H.
Smith & paid for. $650. pd. see list
Ex 51

No - 39 Richmond & Lynchburgh - sold think
for 15 per mile - papers to be furnished
$1650 pd - see list Ex 51

× No - 40. Nazareth to Bath Ex 51 ~~$100~~
Papers to be furnished
Blank in list $100

× No 41 Augusta to Chattanooga sold & paid
for - papers to be furnished
Blank on list $4150 Ex 51

× No - 42 St Louis to St Josephs - Messo River
blank line - sold to Shaffner - Papers &c

No Ex 30 ~~Ex~~ Kendall's agreement with Shaffner
Line settled for & paid
I took a Bond (with Mr Shaffner's endorsement) for $1000 - which was
not paid - The Bond of St Louis & N.C.
Tel Co -

No 43.? Lawrenceburg to Rising Sun -
Sold I think to J D Reid
Got papers to show -

No 44 -
papers to show I rec^d the pay

papers to show I rec^d the pay

No 45 - Patterson
Sold & rec^d pay
will furnish paper
$320.00 on list

No 46 - Phil^a & Trenton -
Sold to Goel at different times -
Papers to show
Camden to Trenton is same time - 120.00 on list - must be marked

No 47 - Waterford & Erie
Sold it & rec^d the pay
got papers 146.00 on list

No 48 N Y & Great Bend -
Sold it & paid for
Got papers 100 on list

No 49 Camden to Absecom
Sold to Goel & rec^d pay
Phil to Absecom same $530.00 on list

No 50 Dolphin to Lehigh
Sold & rec^d pay $100 on list

No 51 - West Columbia & Lehigh
Sold & rec^d pay
Got papers 50

No 52
X Norfolk to Petersburgh
sold & rec^d pay 2529.16
blank got papers - 85

No 53 Sandy Hook to New Brunswick
Sold line & rec^d pay
papers to be furnished
$360. on list

No 54 - Bordentown to Trenton
X Sold to Goel rec^d pay
furnish papers
Trento to Mt Holly $220

Exhibits
No. 34 - Letter of April 8, 1848 from Witness
" 35 May 5. . .

Exhibit 36 Original A/c - rendered by witness to deft beginning May 4/48 - Ends Oct 17/48 -
Sent to deft by witness & identified by witness

Ext. 37 Original A/c - as before
Sent by witness to deft begins in 1848 -

Exhibit 38 - A/c - ~~[illegible]~~ Sent in same way

Exhibit 39 - Ditto

Exhibit 40 - Ditto -

Exhibit 41 - Ditto -

There was a line sold from Hagerstown to ~~Frederick~~ City - to Mr Dodge I believe will furnish the means - as to this I applied the money to expenses of the patentees in the Supreme Court -
~~[illegible]~~
I sold 3 lines to H A Montgomery for from ~~Memphis~~ Hickman Ky to Bolivar Tenn -
I think $10 a mile will furnish a dated
Another from Hickman Ky to Cairo Ill
The Third - from Memphis to Tuscumbia
A Fourth from I think Huntsville
to the point where the R R [illegible]

a route from [illegible] to Jacksonville
to the point where the R R [illegible]
will furnish the particulars

Have not made any sale on the
Madison & Indianapolis R R.

On Penn. Central R R for the
uses of the R R - from Harrisburg
to Pittsburgh - & from Phil to Harris-
burgh - I sold rights -
Not embraced in these lists -
I will furnish the data -
I made another sale to
Pres't of that R R - to use the
line for any point where there
was not a ~~station~~ Telegraph office
I think for a $1000 -
Will furnish the particulars

I do not recollect any other R R line
which I have sold - save -
a line from Parkersburgh to —
Papers to be furnished:-
A continuation of the line from Richmond
to Lynchburgh - has been sold & paid
for - will furnish the details

The Baltimore & Ohio line was transferred
to the line from Relensburgh to Wheeling
There was no conveyance about
it - I was a director in the Co at
the time:- It was a transfer of the old
line from a Country Route to a R R Route
& touches new points -

There were several such transfers —
Nothing has been paid for the transfer —

Th's ~~Smith's~~ aft — I have no doubt but the letter dated Jan. 26. 1852 p. 181 is genuine S. to Th. p. 183 is my ~~copy of~~ answer to that dated Jan. 26. 1850 = p. 183 to 186 ~~copy of letter~~ is S. to Th. of same date — p. 186 Th to S. Jan. 28. 1852 — p. 187 S. to Th. p. 188 Th. to S. Jan. 30. 1852 — all correctly copied there

March 31st 1857 —

Witness Mr Kendall says —

Ex. No 42 Defts Exhibit 42 — is substantially a Copy of an agreement between himself — And The two Townsends; — The agreement of which this is substantially a copy was made. I don't remember that I ever consulted Mr. Smith about it — or that I ever had his consent otherwise than by giving credit for the $5000 in an acct furnished him to which he never objected I think I have a copy of the account forwarded Mr. S. it was enclosed in a letter I cant fix the day without recurrence to my books — I presume I have a copy of the letter but presume it doesnt specify the items of acct — the acct itself specified the items.

copy to be produced

I don't recollect whether I furnished Mr. Smith a copy or not.

Exhibit 6 is shown witness. I cant say whether I ever gave any other details about this contract with Townsend but what is contained in this letter.

Ex 43. Is a memorandum of an agreement between myself & Mr. Case — No written agreement was

Ex 44. Is an original agreement executed between the parties John E. Thendall & T. C. H. Smith Augt 27. 1849 with Morse & Vail

45 — Is the original agreement referred to in the last & of same date between John E. Thendall T. C. H. Smith on one part & Morse Vail & Smith by their atty A. Thendall of the other.

Witness says, No side lines were ever built under this contract — I intended to execute it for all the parties including T. O. J. Smith, considering myself authorized to do so under the division contract of 1847 — The omission of his name is by mistake — don't know whether omitted in

the duplicate & triplicate. The contract has never been revoked - the gentlemen found the business so difficult that they abandoned it.

I settled with them for the 6.500 which I advanced them under another contract. The contract

No 46 is shown No 46 - It is executed by the parties whose names it bears. 27 Augt 1849

No 47 - Of same date is executed ~~by~~ by the parties whose name it bears. It is between John E. Thendall & Amos Thendall.

John E. Thendall never did any thing under any of these contracts except to build a line from Waynesboro to N. O. I transferred to him 1/2 my commissions under my contract with Morse & Vail - I conveyed nothing to him on account of Comns on F. O. J. S's quarter of the patent - I got nothing for this. There was no other settlement with him except the transfer of those comns - The construction contract was settled with the company. I have no copy of that settlement. ~~The contract~~ There was no other contract with the Company for the construction except that printed as Exhibit B (p. 79) in Bass's Deposition. There was never any other ~~building~~ contract with the corporators to build that line within my knowledge.

[This is merely a contract to convey the patent when the line is built.]

× I have a copy of the Charter (to be produced)

The only contract about building the line is that printed as No 62 appended to my affidavit. Afterwards I became equally interested with F. O. J. S. in that. The contractors recd from the Co. 150 Dollars per mile in stock - this is all the settlement I ever knew under that contract. the total amount of stock recd by them was

settlement I ever knew under that contract. the total amount of stock rec'd by them was

X $/

~~The contractors~~ I mean by contractors those I contracted with viz. T. C. H. Smith & John E. Kendall. They rec'd at the rate of $150 per mile from Waynesboro to N. O. distance 658 (as appears in this letter to F. O. J. S. No 69 p. 106.) I did not obtain the Defts consent to that allowance to them. The Defendant made a settlement with Mr. Case who constructed a part of the line from ~~Gre~~ Wheeling to Lexington & Cincinnati. (see Letter 69.) There was a settlement on the portion constructed by Tanner & Shaffner in which Deft & myself participated — They constructed the line from Lexington to Nashville — From Nashville to Waynesboro was Waterson's section — I settled with him — I think

X I have a letter from the Deft authorizing me to do so — if not should have considered myself authorized to do so being jointly interested with him. ~~I have~~ I never rendered any other acct of the settlement with Waterson except that contained in my letter Feb. 12. 1849 Exhibit No 4. ~~to~~ of Deft. I don't think any other settlement has been made with him — ~~no~~ See p. 47 Dep. Acct No 4 (1.350) covers I understand is of the profits ~~what would belong to Waterson as contractors~~ of construction on that section. I never settled with the Company for Waterson — I thought I had made a settlement with him but find the settlement does not embrace it. I can't tell whether any stock has been issued as construction profit to any one but myself — stock has undoubtedly been issued to the contractors. Deft. prohibited me from settling with Waterson by letter of March 20. 1849 Dep. p. 140 — The Cumberland mentioned in this letter is not in the N. O. & Ohio

line but via Cumberland is. I mean that there is a range of lines by the way of Cumberland that the Deft is interested in jointly with myself - that the whole range is included in this expression via Cumberland &c. That is my construction of the latest Cumberland is in the State of Maryland. The line called now the Western Telegraph Co. from Baltimore to Wheeling is the line running through Cumberland.

No 48 Letter from Th. to S. dated March 16, 1849 is the one to which the letter No 114 p. 140 is a reply. Lloyd & Haley never built any part of the line undertaken by them except from Columbus Mis to Tuscumbia Ala. about 100 miles which all went to destruction - was not used at all by Kendall & Smith - the route was changed by myself - nothing was allowed them for this. - they built where parties directed or assented. It was abandoned because no means could be raised on that line on acct of Lloyd's bad conduct. Deft was not consulted about the change of route - he was not consulted at all after the arrangement with Kendall & Smith - He had been consulted before & declined giving any advice - He was consulted only by correspondence. Exhibit 4 - Feb. 12, 1849 is one part of the correspondence - see enclosure Reply No 5 -

I gave no other information about Lloyd I think in one letter I made enquiry of Deft what was to be done - Smith to Th. Exhibit 8.

I dont remember that I gave any order for stock to be issued to T. C. H. Smith J. E. Kendall - dont know of any authority but presently

dall - dont know of any authority but presently

their acct & receiving the stock

Ex No 49 - Letter from Case to Kendall shows the substance of the contract with Case - date Oct. 24. 1848 covering copy of letter from F. O. J. S.
Mr. Kendalls letter p. 107.

Ex. No. 50. Proved by Mr Th. as a copy subject to correction by copy in Mr. Th's letter book - Letter from Th. to Genl Morehead Sept 22. 1849.

April 1.

Where stock is mentioned in the schedule filed for Extension the amount put down is 5/16 ths, of amount recd - Where cash is mentioned it is 10/16 ths till the ~~close of contract of 1847~~ filing of schedule.

Ex No 54 produced by Mr. Th. agreement between ~~Third~~ Moore & Vaire with Speed, Wade & Cornell 20 June 1853

Twenty Three Statement to Comr - 3000 collected $1600 not collected - whole contract 4,600 - Judgt for 1000 not collected. no security for the other 600 Dont know whether Deed given

Lynchburgh & White Sulphur Springs on list $796.00

Ex. No 55 Articles of Asso of Western Tel. Co. & Deed to Case.

Ex No 56 - Witness says is notice alluded to in fo 6 p 2 of his dep.

Mr. Smith wrote me 28 Nov. authorizing

Ex. 57 me to use his name - I prepared this notice & published it, signing Defts ~~his~~ & the other parties name

Mr. Th. to produce copy of act of Incorporation of Tenn & Ohio Co.

Correction - The settlement I answered about yesterday with Waterson did include a settlement about the Main line - he transferred all his stock to the main line of which he had built a section to the patentees in part payment of what he owed on the Memphis line. The papers produced are connected with this settlement. Nos 58, 59

Ex's 58 to 65 / 60, 61, 62, 63, 64 & 65 - I took a re-transfer of the patent right of side line from Waynesboro to Memphis of Waterson for the benefit of Patentees.

Ex 60 is an order in favor of A. Th. Feb. 7. 1849 The stock authorized to be issued by this settlement I think was issued 3/4 to Morse & Vail & 1/4 left to be issued to ~~Smith~~ Deft. I don't remember any particulars - only the general principle on which I settled all these things. No 59 a note of Waterson - the indorsement on it to J. E. Kendall was to enable him to collect it. Ex 61 read & Mr. Th. says the stock was never recd & Waterson soon after left the country. Ex 62 read the 420.19 mentioned in it is the same mentioned in act p 57 Smith's Aft.

April 1.

Mr. Kendall's direct Ex resumed.

Ex ~~[illegible]~~ A. Morse's power of Atty to Th. dated 14 July 1854 ~~after~~ since reeg this I have acted under it & not under former. Morse's ~~last~~ Extension of his first patent takes effect from 20 June 1854. Since that time I have accounted to Prof. Morse himself for rects. I have paid over however to Mr. Bail on Morse's order the same proportion that he was entitled to under the old patent. All the rest I paid over to Prof. Morse himself except my commissions - I did reserve any thing for Deft.

I had no interest in the Nashville & St Louis line.

At the time the contracts of 1847 were made it was taken for granted that O Reilly & the O Reilly interests would confine themselves to the O R. contract - it was not intended by Plffs or myself to take any part in the controversy between Deft & O R. but it was soon ascertained that the O R. folks were intending to contest & overthrow Morse's patent. That course on their part - That forced plffs & myself to enter again into the controversy. There was a reservation in the O R. contract of a right to connect N. O. directly with the western towns. - By virtue of that reservation a plan was early devised by Deft & myself to get up a range of lines from Baltimore West to connect those points ~~[illegible]~~ with Wheeling & Pittsburg - & Pittsburg with Cin Louisville & N. O. by a direct line

at first it was not designed in case dept could compromise with the C.R. interest to interfere with towns along the Ohio River where they had stations to which they might become entitled by compromise with Dept But when hopes of compromise ceased ~~Dept~~ policy was changed & Dept consented with PRRs to set up competition at all points where it touched the C.R. lines. It was after this change of policy that these contracts were made with the companies at Nashville - PRRs joined in these contracts because Dept. had granted right already from Pitts by to Louisville.

Morse
vs
Smith

James Eddy sworn for Pl'ff.
I reside in Brooklyn. Have been examined on Interrogatories before in this case.

I paid F. O. J. Smith as profits of construction on the line from Portland to ~~5750~~ Calais $5750 in stock of the Maine Tel. Co. at par - also $1650.62 in cash in the year 1849. Mr. S. said pay for patent on that line not included in above sums. - Letter from witness to F. O. J. S. read by witness - 358.62 - omitted as balance - The patent right was paid for wholly in stock $12000 - of which Deft recd $3000.

In 1850 Oct. 22 I paid Mr. S. 730.43 in full for patent right & construction profits on line from Bath to Augusta - 17 March 1851 I paid S. 250 for branch line from ~~Bath~~ Dennysville to Eastport for patent right. No profits paid him for construction.

Portland to Gorham S. sold line which he had built to the Montreal Tel. Co. in 1853 Sept. 30 - I am not able to say what amt was paid for it. It was about $100 per mile distance 75 to 100 miles - price included line & patent.

At same time S. sold a line from Danville to Waterville with a branch to Augusta to H. O. Alden. I dont recollect any other sale by him except of his interest in line from Portland to Boston

Sale to Alden 30 Sept 1853 - line from Danville to Augusta sold at 100 per mile

his term from 60 to 65 miles - part paid at the time - part after.

I think something like $13,000 was paid Mr. S. for his interest in line from Portland to Boston.

X Exd -

In stating that stock was paid at par - no value was fixed upon it - it was 115 shares at 50.00 per share. I had the impression that the patentees were to receive 1/4 of the whole capital for the patent - I think I saw a letter from K. to S. agreeing to receive ~~X~~ their portion of 1/4 in stock ~~if~~ it was a chartered Co. The ~~original~~ stock was designed originally to be $200 per mile I endeavored to obtain subscriptions at that rate - the price of patent to be 50.00 per mile in cash. My agreement with Deft was to divide profits of construction with Deft equally. I was informed that Deft was not authorized to make any different arrangement for the patent for less than 50.00 per mile cash - After efforts to raise the money by subscriptions I reported to Deft that it was impracticable to raise that amt in cash for prompt ~~subscriptions~~ Requested Deft to ascertain if patentees would not accept stock in lieu of cash - The letter of K. exhibited to me I supposed to be in answer to that request - I think the reduction in capital ~~was~~ to 175.00 per mile after this - Patentees still keep 1/4 of stock.

Both to Augusta patent was to be 1/4 the profits of construction I think were settled ~~on that basis~~

for on that basis. Portland to Gorham I think is 91 miles. Letter read from Smith to Thendall Oct. 3. 1853. — Letter No 94 Th's aft pr 126 ($938. to be accounted for)

Danville to Waterville 54 61/100 — Belgrade to Augusta 10 miles. (8 was assumed at time of sale — afterwards found to be 10 miles.)

Mr. Thendall rec'd the $9000 of stock for the patent in the Maine Tel. Line — (Portland to Calais.) & it was distributed according to his directions. It stood open some little time & then he gave a separate deed.

2 Did he understand all the facts about the construction of the line before he gave the Deed?

a. I can't say — explanations were given whenever requested by him. I think the Deed given by Mr. Th. for the patent was in the first half of 1850 — The certificates of stock & the Deed both passed in letters. I think the certificates of stock were dated in June 1850

X enquire of Thendall date.

April 3d

Mr. Thendall's resumed direct Ex cont'd

Referring to Letter of Mr. Th. to S. of April 24. 1849 — What amount of stocks would have been sent to the Defendant if he had accepted Mr. Th's offer contained in ~~ab~~ letter of 22 April 184 produced on cross exn?

Obj. made by Deft & reserved.

Ans. He would have sent on the Western Tel. under Townsend 1/4 of $5100 — & on N.O. & Ohio Tel. Co 1/4 of $8850.

Deft did not pay any portion of debts contracted by Townsend on the line. By my management of the Townsend affair he actually said his 1/4 of 5,100 of patentees stock on the branch of the Western line from Brownsville to Pittsburgh. – He was entitled to patent stock – to amot of 1/4 of $8,850 – which he would have obtained if he had executed conveyance –

By completion of line from Waynesboro to N. O. he became entitled to 24000 or 25000 of stock ~~in the~~ of the N. O. & Ohio Co. ~~On the this~~ The Pittsburgh & Wheeling is a part of the N. O. & Ohio Line. A transfer was sought from lease of the portion from Pittsburgh to Wheeling.

By Townsend through my agency – I expected no advantage to myself from it –

I wrote to Deft 31. March, 1849. (Ex. No 25 of Deft.)

The reply is dated April 5. 1849 – (Ex 26 of Deft.) Lloyd's letter of 23d March 1849 is enclosed in letter of 31. March. Plffs Ex (B.)

Letter April 7. 1849 from Th. to S. ~~I think was not said till by him till wrote before~~ (amot to nothing)

These contain all the references in the correspondence between us as far as I recollect.

There was a correspondence between Deft & myself about Townsend's section Smith to Kendall – June 9. 1848. ~~Plffs Ex C.~~ – (Exhibit 42. Page 80. This Dep.)

Th. to S. June 10. 1848 – Plffs Ex. D.

Smith to Kendall June 11. 1848 " Ex E.

Exhibit 3

Mr. Th.'s Exp -

Letter June 19. 1848 Th. to S. ~~Exp D~~

Th.'s Dep. p. 131 -

Smith to Kendall Dec. 18. 1848 Exp C.

Same Same Dec. 26. 1848 Exp E.

Th. to Smith Feb. 19. 1849 Exp No 6 of Dep.

I recollect nothing more in our correspondence on the subject unless be various allusions in letters to it.

2. What was done under your contract as agent with Shed, Cornell & Wade of June, 1853?

& what is the present condition of that affair.

Ans. The stock in the Cin. & St Louis line provided for in that contract was sent on to me & transfered to W&S reserving my comm's to myself I executed a conveyance of W&S interest in the future right with a condition that in the event of a sale of the line for debt, the future right should revert to the grantors. The line ceased to operate shortly after - it was represented them as in very bad condition. ~~No provision~~ I sold nothing for Mr. Smith.

I conveyed the line from Cleveland to Cin. pursuant to contract with Cornell, Shed & Wade - the stock was forwarded to me & remains in my hands not transfer to my principals as they took exceptions to conveyance

As to the Cleveland & Zanesville line mentioned in same contract nothing has been done under it - the reason was that Shed & Wade ~~had~~ sold out to the Union Tel. Co - We denied their right to do so. I am

viewed it a betrayal of our rights.
No line was ever built under the articles of the Western Tel. Co. - the deed of trust was annulled - or reconveyed - see page 28 of Contracts & also p. 29 - They are correct copies of these papers.
Charter of N. C. & Ohio Tel. Co. Defts Ex. 66
Ex. 67 - Certified copy of Conveyance from Thendell Atty.

A large portion of money paid for Defts I paid away in expenses for litigation.

Ques. Do you know of any plan of Plff by you as agent or otherwise for promoting an exclusive benefit in themselves at the expense of Defts in this Tel business?
Objected to - & objection sustained.

Ques. State whether any or what telegraph Starks for the patent right other than the Eddy lines have been offered by Mr. Smith to Plff for the patent right?
Ans. I don't know of any.

X Ex reserved.
When Townsend agreed to pay $5000 it was for defendant & Wit's benefit.

Ques. Had you any authority to call out the Defts interest in the construction profits of that line.

Ans. Defts never had any interest in the construction profits of that section - What I mean is that there never was

any contract securing him such construction profits.

2. Under the ~~construction~~ contract of Oct. 16. 1847 did you ~~didn~~ secure to yourself the construction profits on that portion of line.

Ans. The contract I think shows nothing about profits – Subsequently Deft became interested in the construction of the line – the terms on which it should be built had never been adjusted with any body. If any thing was made out of it Deft was to share with me – The $5000 was ~~divis~~ profits.

~~If~~ ~~Did~~ If the $5000 was profits to be divided between Wilmers & Deft – why was the provision to fulfil in the contract of Oct 26. 1847 to fulfil obligations

Ans. It was put there because it was the fact.

April 4.

I originally gave Deft Cr. for the portion rec'd of Townsend on the Western line. ~~I~~ of the first pay't of $2000 I gave Deft credit for $1000 None of the $4000 was paid to any body – This was on acct of the 5000 construction profits – was called a bonus. I notified Deft that I had rec'd the $4000 – ~~the~~ it was ~~in 1848~~ dated Feb. 19 ~~or~~ 1849 –

That was the only notice I gave him. I have copy of my letter to S. of March 9. 1849 before me Ex 7

The $31.000 in stock obtained from Townsend was for patent & was divided 1/4 to Deft 3/4 to Pltff – It was not all that was agreed

Argue on [illegible] T. H. [illegible] [illegible] [illegible] [illegible]

Arbitrary [illegible] S to [illegible] Sept. 28. 48 [illegible] p. 90 – for 450

to be paid - there was a deficit - or it fell short 17,500 ~~which was reduced 5000 by~~ stock issued on the Western line from Baltimore to Wheeling. ~~I find~~ I find myself mistaken - the payt was made but the stock was at same time increased leaving deficit still 17,500 - ~~On the~~ There was a verbal understanding between myself & Townsend for 1000 on another branch - so that ~~the~~ deficit on con. Acct was 2000. Only $1000 was credited Deft. The construction profits were to be equally divided - Deft to receive ~~1/4~~ One half.

I ~~don't recollect~~ proceeded to make the new contract with ~~Lloyd~~ other parties without notice to either Lloyd or Deft on line from Waynesboro to N. O. except as appears in my letter to S. in evidence - ~~The~~ It was not given out for the purpose of getting my nephew into business & to get payt for the Lake line which was to be paid partly in that stock. I don't recollect that I made the proposition to T. C. H. Smith upon the condition of getting my nephew Kendall into business.

Letter from Witness to T. C. H. Smith dated July 17. 1849 - Ex 67 - p. 78 Letter Book.

From same to same Augt 28, 1849. Ex. 68 p. same book - p. 123.

I don't know ~~why~~ what the division of 2/3 to the construction acct means.

Letter Th. to Shaffner Oct. 13. 1850 Ex 69 p. 184. $9.600

Pff's Ex G. Smith to Th. Feb. 12. 1848

H. ~~Smith to Th.~~ Sheed

See his acct to S. June 6th 48 - "Lloyd Smith's dwellingly &c" See his letter Jan 19. 48 - his debt p. 132 for 434 - See 3 to K. May 16. 49!

Ex H. contract of parties by Speed as agent about Milwaukie line

Gholson contract wanted

Ex. I. Letter from Smith to Gholson, Shaffner &c Oct. 4. 1847

Ex J. Smith to Tanner 21 June 1848

Ex K. Watrison to Kendall - reconveyance of patent right on Waynesboro & Memphis Dec. 13. 1855 recorded.

Ex L. Livingston & Wells contract Oct. 31. 1846.

Ex M. Muse & bail to A. Kendall Power of Atty Augt. 1855

Book of printed contracts in Evidence

Defts Ex. 70. Smith to K.

Ex N. April 7 - Plffs put in letter from Smith to Cornell Portland Jan. 16. 185 (This must be examined.) ~~Rea~~ Read

p. 74 Th's dep.

Ex ~~O~~ - No 37. Cornell to Kendall 10 Jan. 1850. Offered to prove not the ~~fa~~ truth of facts contained but that S. had notice of the allegy Read

Ex O. 28 Jan 1850 ~~Corn~~ Smith to Cornell. Read

E. Cornell sworn for Plffs.

I am the same person exd on comm - I have not, I think, the whole correspondence between myself & Deft - I think I left a portion of it with Deft 4 or 5 yrs ago - It was on the

occasion
of a written aft in this case made by Mr. I have no recollection of reg them back – have scared & dont find them.

Ex I. p. 34. Cornell's dep. letter of F.C.J.S. to Cornell Augt 15. 1847 – my impression is I have not the letter. If it was in the aft I made – I think ~~Mr. S. has~~ I left it with Dft. I have no doubt of its being a copy. Read

Ex P. Printed letter Boston Augt 2d 1849. S. to Cornell – Read

No 86. to Th's dep. put in as proved by the last. Read.

I think I authorized one man at the west
? who was making efforts to build a line a Mr. Wilson to go on & build a line in. Wisconsin without paying for patent My impression is that it was in the summer of 1847. or 1848 I think he was making efforts to get stock subscribed to build a line from Milwaukee to Madison & perhaps to go further west – No written contract I think with him & me – my impression is that he commenced by some arrangement with Speed – think it was not later than this. – Ex E. referred to. I think my conversation with Wilson was in Augt or Sept. 1847.

E. 2. Letter of May 26. 1847 from Witness to Dft. I have no recollection of any answer to this. [Nothing proved by this letter]

Troy & White Hall line. I think it was a verbal understanding in Winter of 1846. & 7 –

Painted Post March 24. 1857

President of the Western Union Telegraph Co-

Dear Sir.

I write you on behalf of the citizens of this village who suppose they are entitled to some telegraph privileges of which they have for some time been denied. When they subscribed & paid the amount of stock required of them, they supposed they did so, on condition that they should have an office kept here at which they could send & receive communications. There was one kept here, till the railroad got control of the wires, when it was immediately taken away. and since that time we have been obliged to go to Corning to send off a communication, & to receive communications from that place at an extra charge of 4/- for each one sent. Mr Skinner has repeatedly promised to have the office re-established here, but has failed to do so. We have applied to the Superintendent of the line, & he absolutely refuses to give us one, alleging that the railroad company is under no obligation to the telegraph company to do so. Our last resource is to you & we hope you will be able to have justice done us. The citizens are anxious to know whether they are mistaken in supposing that the condition to keep an office here was incorporated in the subscription which they signed. Will you please send me a copy. Yours Respectfully W. Barnes.

Owego – March 27th 1857

R Cornell Esqr

My dear Sir

If you can conveniently send for your Cattle, I shall be much obliged, or I will send them to you by R R, If you desire – I have so many people coming to purchase; and many who have been; like the Heifer you purchased the best: I shall be glad to see you here, I can give you a bed and farmers fare, with much pleasure

Please write me as soon as practicable at Utica

I want to join oil mills to purchase some oil Cake – They would not sell it me for less than 12/ per hundred – You may be able to purchase me a Ton for less money

if you could I should esteem
it a great favour I have so
many Cows & Heifers Coming
in, and it is exceedingly good
a little before and a little af-
ter Calving its Cleanses a Cows
very quickly

I am My dear Sir
Yours sincerely
Wm J & J Sotham

W. H. Sotham
27. Mar 57

55 Dauphin to Goldmine
same
260.00

56 Owagsburgh
same
142.00
190 See Mem. Act. 1853

57. Out — by agreement of parties

58 —
Ohio & States West
In Spiid contract

59 Columbus to Lancaster
Sold & paid for
furnish papers
$200

× 60 Bayou to Sara
to Woodville
Blank on list $265 See Deed

Witness says

I have rendered no account to deft since the one deft showed to me.
(Witness is requested to fix the time when he last reported to deft —)
Says he will do it —)

Witness agrees to furnish a list of sales made subsequently to the Ac — appended to the application for the patent — June 1854 —

Deft calls witness' attention to Page 57 of his deposition -
& asks for the letter there spoken of as rec^d from Mr Watterson -
Says he has not got this letter here but will bring it -

produced

Deft calls witness attention to his afft (on motion for injunction) on page 41 - & asks for the paper enclosed in Mr Smith's reply of Nov 17th 1847 - alluded to on that page - "as to be dispatched to Case or Watterson" -
To be produced

Ques
At Page 64 folio 107 - of your deposition you say in a letter "this is all the side line" &c -
What contracts do you here refer to?
Will state when my files come

The Townsend & Winchester line extended from Winchester to Harpers ferry (No 27 in the list)

Exhibit 31 - Letter Dec 14, 1848 - of Amos Kendall to Mr Smith - given in evidence (Witness will produce more papers about this Winchester line -)

Exhibit No 32 An Account rendered by Witness to Mr Smith dated - Exhibit No 32 - "A/c A"

Exhibit 33 - Account C -