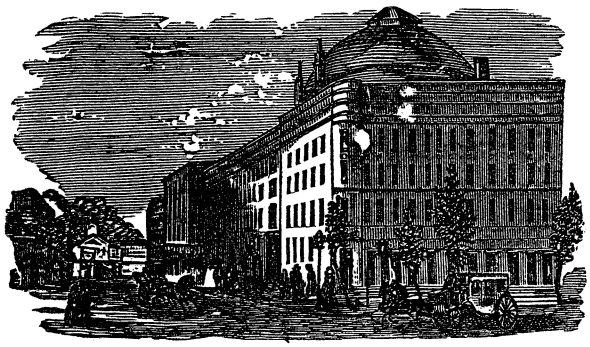
STANWIX HALL,

FRONTING ON

Broadway and Maiden Lane,



OPPOSITE THE

New York Central Rail Road.

L. L. BRITTON, PROPRIETOR.

Albany, Mar 16 1856.

My Dear Mary Ann

The Snows of March deposited in the teeth of Old Borreas, have an insociable tendency, if they breake the laws of God & Man for in my case they have prevented the union of Man & Wife if they did not cause the Separation, Had it not been for this unexpected obstacle, I should have been with you last evening & today, as it is I am detained here by compulsion, having arrived after the Hudson River train had left for Sy =

I left Indianapolis ~~Wednesday~~ Thursday morning at 1,40 A.M, and reached Erie Pa the same evening, Where we found two trains of Passengers deposited before us, and learned that four trains of passengers had been stopped at Dunkirk, the W.R being blocked with snow between Dk & Er

also between Dk and point East on My & Erie RR Hotels all full at both places, I did not expect to find a bed, but during the Evening a My Merchant came to me and asked me if I had a bed engaged, I told him I had not and did not expect one He asked if I would sleep with him, as he said he had found a bed at a private house that he could occupy if he could get a partner. I accepted the invitation, and had a good nights rest, having been up all the night before,

At 2 P.M Thursday we got started for Buffalo, and from Dunkirk to Buffalo we had a train of 4 Baggage & 20 Passenger Cars — with 931 Passengers, and left about 500 to go via Erie Road,

This was said to be the largest load of passengers that ever arrived at Buffalo,

Friday morning I went to Rh and remained till Saturday morning, In the Evening I was told that the Evening Rh RR was open and got up & breakfast at 6 A.M and went to that Depot, hoping to get home last night, I was disappointed to learn that they had no train at Rochester and could not send out till our arrival and the one due the night before had not yet got in. =

I at once saw that I had no choice then for if the train soon arrived I would not get back in time to connect with Erie RR at Corning -
I thereupon hurried back to the Central Depot in time to take the 6am train to Syracuse hoping I should find Sy & Binghamton RR open, but in this I was disappointed so I could not get home via Cortland I then concluded to go to N.Y. and attend to some business there before I went home,
On this last track all went well till we got 40 miles East of Utica when our Engine failed us, and we lost an hour before we again got underway, that loss of time compelled us to lay over sunday here, very much to my regret, My first choice was to spend the Sabbath with my Dear Wife and family of babies, and my second choice was to get to N.Y. but, all human calculations are subject to disappointment,
I shall leave by first train in the morning for the City,
I cant say what day I shall be home, but will embrace the a

for making you a short visit—
It is snowing again, as though winter was just setting in— I hope it will not continue till the roads are again blocked up—
My brain is barren of ideas, seem all to be frozen up, or dormantized by the effects of winter, so you must excuse the lack of ideas in my letter, If they again bud and blossom with the flowers of Spring, I will then geather you a boquet, from those of earliest bloom,
I saw, Spence, Spencer today, he is please with official loafing—
David Emery & Geo. G. Freer are the only other Ithaca faces that I have noticed here,
The snow is falling fast, and may block up the roads, if it continues long.. so gloom pervades the prospects of the morrow,

Affectionably Yours
E. Cornell

Mary Ann

Rochester March 19. 1856

Sir,

Before receiving your letter of the 12th Mr Cornell in a conversation about our resolution as to checking at Michigan city, thought it was wrong;— he claimed that he should be entitled to send his C. Ind & Ill. business over our line or over the S. M. Line free in consideration of the use we were making of the S. M. Line — On asking him what use he referred to, he replied, that we were using the S. M. Line for sending through business — and I answered without reflection that I saw no reason why he should not be entitled to pay for such business. But on examining the contracts & on more mature reflection I am satisfied I was entirely wrong.

In Cornell's lease there is an express stipulation (of which I send you a copy) as to the manner the receipts of business at Chicago & Toledo. should be divided. It is understood that this stipulation was assented to by the C. & M. L. Co. and by the 7th clause of the consolidation contract we are to fulfil this stipulation, so far at least as to secure said S. M. Line the same amount of business in the aggregate as it would have under said contract.

What portion then of the receipts at Chicago then should be set apart to the S. M. Line.
1— It is clearly entitled to the receipts of business going to points where we have no office —
2— I think, as we agree temporarily to divide receipts & expenses at Adrian & Laporte, I think the business going to those two places from Chicago & Toledo should be divided, so long as we divide at Adrian & Laporte. 3— In reference

to all other business, it is provided in the lease stipulation that the S. M. Line should have 1/3 of all receipts of a certain character whether done over the S. M. Line, or the C. & M. Line, or the O. Ind. & Ill. Line. The manifest intention of this arrangement was that for the through business all these lines should be used in com-=mon. Indeed in the 7th. article of consolida-=tion contract above referred to, there is an ex-=press provision that the S. M. Line shall do its proper share of the business from Toledo to Chicago. - It would be preposterous to give Cornell as lessee of the S. M. Line, one third of business sent over the C & M Line, & then let him take the whole receipts when sent over the S. M. Line. It is wrong for him to claim any benefit or advantage direct or indirect for the use of the S. M. Line. He gets an equivalent by having a share of the receipts for business sent over the other lines. It is my firm conviction that he has no right of contract or in equity, to send the business of the O. Ind. & Ill. Line coming to Chicago free over either of the lines coming into the Chicago Office.

By the 2nd clause or paragraph of Article 8. the consolidation contract, when the O. Ind & Ill Line shall be extended into the Dayton & Chicago Offices & operated therein, it will be entitled to a certain kind of business specified in that clause. But until that Line is extended into said offices & operated there-=in, in my opinion it is entitled to no business than any other Line. If you receive a message from any place on that line it is your duty

to send it to such point of intersection as will best tend to get the message to its destination. At the point of intersection, our office should pay to the O. Ind. & Ill. Line. its just share of the tariff. In the same manner a message coming from that line should be sent to the point of intersection which will get the message through the quickest, & that Line should pay over to ours, its fair share of the tariff, and that too, it seems to me, whether it comes over the House Line, the I. Ill. Line, or the I & Ill Line.

From a careful consideration of this matter, I fully believe the above views to be just & fair. Still as it is very complicated, I may be mistaken.

I shall hand Mr. Cornell a copy of this letter. He may perhaps convince our Board, and myself also, that I am wrong.

Yours &c.

J. R. Elwood

This Agreement made this 19 day of March in the year 1856 between Ezra Cornell & Charles T. Chester;

Whereas the said Ezra Cornell is the inventor of a certain telegraphic instrument which he is desirous having constructed with suitable mechanical skill & without permitting the invention or the principle of it to be disclosed;

Now therefore the said Charles T. Chester for and in consideration of so much money as he shall reasonably deserve to have for his time, skill and materials to be employed in the construction of such telegraphic instrument & which the said Ezra Cornell hereby agrees to pay him, hereby agrees with said Cornell to make & construct such instrument under the directions of said Cornell and to use his utmost ability and skill in making the same a valuable & effectual telegraphic instrument upon the principles which said Cornell shall communicate or suggest to him, & that he the said Chester in constructing the same will suggest to said Cornell, for his own benefit, any modifications or alterations of the plans of the said Cornell, which he the said Chester shall deem calculated to better or improve such contemplated instrument; & that he will not, without the consent of said Cornell make or construct any instrument on the principles which said Cornell shall communicate to him, or upon like principles, except for said Cornell, except in case the same principles have been before patented, & that he will not directly or indirectly communicate to any person whatsoever without the consent of said Cornell, the principles or plan

of such instrument of such invention, or do any other act by which the interest of said Cornell in such his invention may be in any way endangered or impaired.

Witness our hands & seals the day & year above written.

E. Cornell

P A Hopkins
Witness

Charles F. Chester

C F Chester
to
E Cornell

Providence March 20th 1856

Mr E. Cornell

Sir. Your fav. is was recd in due course of mail, and I owe you an apology for not acknowledging its recpt. at an earlier date. I had mislaid the paper you left when in this place, but have since found it. Have not yet had time to go over the whole case, as between us and yourself and the N.Y. U. P. Tel. Co. Expect to do so soon and will report. Have been much pressed with business which is another cause of delay. The Southern M. Tel Co have never given me any Reports of the ~~roads~~ Receipts of the line, nor did you when Superindent or Haviland & Cobb, which I think should have been done up to the time of sale, and which my letters to you so often requested.

Yours truly

James H. Read

A Copy to A. Boody Esqr New York 21 March /56

The Ohio, Indiana & Illinois Telegraph Company, derives the right to use the Morse Patent Telegraph from the rights granted to Henry O. Kidder, by said Morse in Contract dated June 13th 1845 Which Contract ~~[illegible]~~ has been sustained by several Judicial decisions, none having been made adverse to it. The said rights of Ohio I & I Tel. Co. was re-affirmed, and extended to all renewals and improvements by the Contract of the 20th June 1853 between Morse & Vail and Connell Speed & Wade

The said rights were again reaffirmed by the Consolidation agreement between the New York & Miss. Valley Printing Tel Co and the Erie & Michigan Telegraph Co dated Oct 20 1855 Which Contract also provides that the House Printing Telegraph Patent shall not be used on any of the routes of the Ohio I & I Tel Co.

I refer to E. W. Chester Esqr Corner of Chamberlain and Fulton Streets an Eminent Lawyer of this City who is familiar with the above Suits, and who is conversant with the rights of the various Claimants to rights to use the Morse Patents he having been employed by the Morse Patentees in some of their most intricate suits

Albion March 22 1856

Dear Brother

I have been curious to know what kind of business you are thinking of proposing for my consideration I indeed hope it may be some honorable vocation, for it would grind a Cornells concurrence the worst way for him to think he was getting his bread otherwise than by the sweat of his brow. Angeline is quite anxious to getting to keeping house and I dont know what calculations to make without first seeing you I will tell you what calculations I would like to bring to maturity providing you arrange not matters so I go into some thing this spring. Cook & Co are getting sick of their Sawmill, some what, and well they might for it does make no more lumber then John Woolleverss watter mill a mile ~~coaste~~ of theirs when his mill pretends to saw at all. now Mr Woollever and I have been talking of buying Cook & Co out if they would sell and putting a larger Engine in the mill and a circular saw with the Mooley which with the same number of hands it now takes to man the mill we will saw three times the lumber that we now can, what do you think of it

Now Lumber is in such demand it is warrant enough for us to make a fine strike. but we should want a little help from you. or some other source, I think we might get something from Cooks customers by way of subscription and pay them in sawing their lumber. judging from their impatience to get their logs sawed, I think they would do something pritty handsome if they knew there would be a first class mill put in operation. I know of nothing that would begin to pay the instrest on the sum capital invested that a Steam Sawmill would in that place, there has been a wonderful call for Lumber but none to supply the calls. now I hope you will fall in with my calculations and think it will be the best thing I can turn my attention to, for my self I should prefer it to Plaster business at Albion, but as you have got your face turned for Plaster mills it may perhaps be the thing of the two. If I liked farming as well or better than the management of machenery. I would go to Kansas with a company that is forming at Detroit, or if your plans are matured and you have purchased a tract of land and have set this spring as the time to lay the foundation for that Cornell Colony, that they have been talking about so long if you say so I will of course

go and take the management of that
project if you wish. But lay all
joking aside there is another thing
that I should be look after which is
Father & Mother wants a house built in
Albion where they can live in quiet
and take some comport and you shou
ld not overlook their wants, and send
them back to Ithaca to live against
their consent which is prepostorous
to think of their living at fall creek
alone. I cant think that you will be so
foolish as to take such cronious masures
there is not one of the family that will
consent to there going back. James and
Deborah I suppose are determined to go in
to the woods on their land will they will
be sorry that they did not give head
to some advise, after they find their
friends rooling in wealth from choosing
the better course and going into the
Prarias well I guess I will not write
any more and if I dont see you you
must write me what you are a going
to do this spring Yours &c To E S Cornell
Albion
Mich

E Cornell
Ithaca
N Y

MORSE'S AMERICAN TELEGRAPH.

NEW-YORK AND WESTERN UNION LINE.

CONNECTING WITH ALL THE

Principal Cities and Towns in the United States and Canada.

TARIFF FROM ITHACA.

TO	First ten words.	Each word added	TO	First ten words.	Each word added	TO	First ten words.	Each word added.
New-York,	50	3	Carbondale,	30	2	Corning,	30	2
Newburgh,	40	3	Montrose,			Painted Post,		
Goshen,	40	3	Binghampton	25	2	Addison,		
Narrowsburgh,	30	2	Owego,			Hornellsville,	40	3
Honesdale,	30	2	Elmira,	30	2			

For Rates of Charge to more distant Stations please call at the Office.

WRITE PLAINLY—give FULL ADDRESS and Signature—USE NO FIGURES except date and number of Street. PAY IN ADVANCE except for answers to communications on which is written "ANSWER PAID." Communications destined for Lines connecting with this, will be promptly delivered to the connecting Line after which this Company will not be responsible for any remissness in transmission or otherwise OFFICE HOURS, from 8 A, M. to 8 P. M.

ITHACA March 24 1856

By Telegraph from New York

To E Cornell

Agreement drawn but not yet sent me for signing — E. W. Chester

E. Connell, Esq

Dr Sir:

Presuming I should see you at Rochester on my way to & from the east, I did not answer your Indianapolis letter by mail as you requested. Not having seen you however, I now en route for home occupy a single moment in replying.

The committee could better give you the explanations you seek. I can only say, that had it been perfectly agreeable to them, the contract would doubtless have been made with the Wis. State Tel. Co., instead of with me individually. But I do not know that there is any fair ground of complaint in the premises. I think it perfectly right under the circumstances that I should take the contract in my own name - holding myself, of course, ready to make such arrangement for the common interest, as may hereafter be deemed just and equitable - considering the part I have taken in securing the interest, and the part I must hereafter take in making it profitable - a matter in which the company, as such, has had and can have but little influence or weight, - I do not think I should be doing justice to myself to surrender into the hands of others a contract which rightfully

belongs to me. Upon a more mature consideration of the subject, I will write you again, when I have more leisure, in a few days.

If our line at Milwaukee is cut off entirely from tariff advantages in its connection with the West. Union Line. it will very seriously interfere with our interests - The local tariff, ~~will~~ with no advantages from business beyond our own limits will but little more than meet our expenses.

Yours in haste
C. C. Shaler

Albany 24. 1856.

C. C. Shaler
24. May 1856

Cambridge City Ind Mar 24/56

Mr E Connell

Dear Sir

I have just heard of your Whereabouts, and. I thought I would just Remind you of the small amount due me from your Telegraph. line that was made under. I. C. Carpenter. Operator at this place. you Note me some time since that you would pay it paid soon which appears you have neglected. I hope you will give this your Immediate attention as I am in need of the Money, more so. at this time. than any time Previous

The amt is $31.25

Yours truly
William Crawford

16.700
" 4
$66,800

Washington March 26th 1856

Ev. Cornell Esq

Dear Sir, I duly received your letter of the 3d inst. having reference to the patent stock in the Cleveland and Cincinnati Telegraph Company.

I received from Mr. Wade $16.700 of this stock and sent conveyance of patent right; but having some reason to believe that the stock on the Cincinnati and St Louis Line if not on this might be rendered valueless after the patent right was secured by a sale for debt, I put into both conveyances a provision that in case of such a sale the patent right should revert to the grantors. Though Wade did not return the conveyances nor specify his objections he wrote that they were not in accordance with the contract. As he not long after went over to the House party, I was apprehensive if I returned the certificates for a transfer he might, under the pretext already set up or some other retain them: So, as the safest course I filed them away to wait events. With many thanks for the information you give me, I shall now take steps to have the transfers made.

I have received two letters from a Mr J. D. Johnston of Terre Haute in reference to

the patent right for a proposed line of telegraph from that place to Vincennes along the Railroad of the Crawfordsville and Evansville Co. He says you once had a line connecting those points which has gone down. If so, being a line previously built upon, it was reserved in the sale to Speed. Please inform me what the facts are that I may know how to answer this application.

You informed me in a previous letter that the compromise between me and Speed &c. was to be carried out in good faith. It is all I have desired, and I intend as soon as practicable to look into the matter and see what has been done and what remains to be done by both parties to that end.

Very respectfully
Your Obt Servt
Amos Kendall

Albion
March 29th Mich.

P. S. This has been detained in consequence of your message from Terre Haute rendering it probable that I should see you.

A. Kendall
Mar 26, 1856

E. Comstock Esq.
Lebanon
Mich.

Burlington March 28/55

Dr Sir-

I received yours this morning. In reply would say that the Supreme Court got retain your case. It was held over at the last regular term in January, under an intimation that we should get a decision at the circuit term the time for which is not yet fixed. Whether that will be final or it will be sent back for a recount of error in the Court below, is impossible to tell. I trust it will be favorable. The remittance would be agreeable at any time

Very Respy Yours

L. B. Eastaby

E. Cornell Esq

Waverly Nov. 28 56

Ezra Cornell Esq

Dr Sir

Some time ago I rec'd a letter from you, while you was in the West requesting an answer to be directed I believe to Ithaca, the letter I mislaid, or rather I had it so carefully away to show it to my partner in the tract of land it related to that I have not been able to find it, I saw my partner to day for the 1st time since I met you at Corning, and as near as I could remember gave him the purport of your letter, at last I stated to him that I had proposed to sell you our 1100 acre lot in Jefferson Co. Pa for $10,000, and that you had intimated that you had some good Telegraph Stock that you would like to let us have in case the land & price suited you, the result of our interview is that we will agree to take each $1000 in good paying Stock, The proposition I am authorized to make you is to convey to you, the land called 1100 acres more or less - for $10,000 - $2000 payable in said Stock, or in lieu of the Stock will allow $2000 - for a reservation of our half the

Cool & Lion ore - You may have a reasonable time to Examine the land - but we would want an immediate division, whether you wish to see it or to decline without seeing the land

Your Early reply is requested

Respectfully yours
Hiram Payne

Hyram Payne
Mar 28 1856

Mar 28, 1856

This Agreement made this 28th day of March one thousand eight hundred & fifty six 1856. between the New York & Western Union Telegraph Company, party of the first part and the New York & Erie Rail Road Company party of the second part Witnesseth, that Whereas the party of the first part a duly constituted corporation is the owner of a Line of Telegraph extending from the office No 2½ Wall St in the city of New York via Wall Street to Broadway in said city and through said latter Street to Union Square and thence along the line of the Harlem Rail Road track to White Plains, and thence to Tarrytown and thence along the turnpike road to Peekskill and Cold Spring thence crossing the Hudson River at the Mountains known as Break neck and Butter Hill, thence along the public road to Newburgh, thence along the line of the road of the party of the second part to Otisville thence following along the Goddenback turnpike to Narrowsburgh, and also is the owner of a certain other Telegraph line (being a portion of a continuous line of Telegraph extending from Dunkirk to New York of which the foregoing is also a portion) commencing at Binghamton and following the line of the road of the party of the second part, thence to Hornellsville,

And whereas the party of the first part own various batteries, fixtures, instruments and appurtenances used in and about the operation of said lines of Telegraph and have the exclusive right to operate the same by the method now used and over the course of said line of Telegraph whether by license, purchase grant or possession or otherwise,

Now in consideration of the covenants of the part of the second part hereinafter mentioned, the party of the first part doth hereby lease and transfer unto the party of the second part the said Lines of Telegraph from New York to Narrowsburgh and from Binghamton to Hornellsville and therewith all the said batteries, fixtures, instruments and appurtenances and,

the exclusive right of using the same and doth empower and authorize the party of the second party to exercise and enjoy and receive in the name of the party of the first part and otherwise all the rights, authorities, licenses, grants and possessions of the party of the first part in and to the said lines of Telegraph and the method of Telegraphic communication over the same connected with the use thereof in as full and ~~complete~~ ample manner as the same may be exercised and enjoyed by the party of the first part,

And the said rights property and possessions to be held and enjoyed by the party of the second part for the period of five years from the first day of April next, And the party of the second part is to have the right of a further lease of the same for an additional period of five years from the expiration of said lease on the same terms and conditions, provided a notice in writing of their election so to enjoy the same, be given the party of the first part or the person who may collect the rent for said party, one year before the expiration of the term for which the same are hereby leased,

And the party of the first part for the consideration aforesaid covenants with the party of the second part that in and about the operation of said lines so leased the party of the second part may apply use and have the benefit of any and all inventions and improvements in the means of operating the said lines which the party of the first part may become possessed of or might but for this lease have put in use on the same or of which the party ~~of the part~~ of the second part may become possessed or wish to apply on said lines,

And the party of the first part further covenants with the party of the second part that during the period of this lease and any renewal thereof the party of the first part will not construct

or put in operation or aid or authorize any other person or corporation to construct or operate any line of Telegraph along or near the said lines hereby leased or along or near the Rail Road of the party of the second part, nor claim nor exercise the right of using or in anywise interfere with the exclusive use by the party of the second part of the lines hereby leased, But it is understood that the foregoing covenant shall leave the party of the first part at liberty to use and operate the portion of their Telegraph known as the Ithaca Branch and also the portion extending or that may be extended from Oswego to Great Bend and also the part from Canaseraga to Binghamton via Honeoye and also the portion of the Telegraph west of Romulus free from the interruptions of the party of the second part.

The parties will allow each other the right of connection where the lines of the two parties may meet with the usual facilities and division of receipts for messages passing over both lines which are customary in such cases but nothing herein contained shall authorize the party of the first part to operate their telegraph or require the same to be operated in the offices of the party of the second part nor be so construed as to limit the right of the party of the second part to regulate their tariff of prices as the party of the second part may deem for its interest.

And the said party of the second part may at any time remove the wire and instruments and fixtures on said lines to such positions and places along their said Road, as their convenience may require and may for the exclusive benefit of the party of the second part dispose of the old Telegraph poles.

If the wire the party of the second part may take up between Attica and Canaseraga along the

Cuddeback turnpike is not sufficient to reach from Otisville to Port Jervis and from Binghamton to Susquehanna on the Rail Road poles the party of the first part shall furnish wire enough to supply said deficiency, the party of the second part having the right for this purpose to the said wire from Otisville to Nanuesbugh together with the insulators & poles,

The party of the first part agrees to furnish the party of the second part with a line of Telegraph with one good wire in good working order from New York to Newburgh connecting there with the line from Newburgh to Nanuesbugh but the party of the first part shall be at liberty by any satisfactory arangement with another Telegraph Company to use poles jointly with such other Telegraph Company the expense of keeping up such poles to be born jointly by such other telegraph company and the party of the second part, but the party of the first part will reserve guaranty and secure the exclusive use of the wire to the party of the second part subject to no interference by any other party and until a line in good working order from New York to Newburgh is so finished and secured to the party of the second part such party shall be liable for only $1,500 rent instead of $3,000,

And in respect to the termination of the same in the city of New York the party of the first part covenants that the party of the second part may fix the same to suit their convenience and may from thence make any convenient connection with said wire,

And further the party of the first part covenants that in case said old or substituted wire and line shall not by the party of the first part be so supplied to and furnished to be enjoyed by the party of the second part within one year from the date hereof the party of the second part shall be at liberty to surrender this lease and be relieved from the

obligations thereof, or the party of the second part may at their election proceed to supply a wire and line or repair the old one and put the same in good working order at the expense of the party of the first part, and the party of the first part promises to pay the party of the second part the cost & expense thereof.

And it is further covenanted that if the party of the second part shall be obstructed in the enjoyment or operation of said Telegraph lines by any legal process or proceeding instituted or upheld by reason of the party of the first part not having an exclusive right to operate and grant the right of operating exclusively the lines of Telegraph herein leased by the method now used and over said route the rent herein reserved shall cease to accrue so long as such obstruction shall continue and if the party of the second part shall by any legal process or proceeding instituted by reason of or upheld on the ground of the legal incapacity or want of authority of the party of the second part to lease or operate said telegraph for the purposes of this lease, be prevented from operating or enjoying the same the party of the second part shall not be liable for the payment of more than the rent of six months thereafter while such obstruction shall continue and upon the surrender of this lease shall thereafter be freed from the covenants thereof paying six months rent beyond the time of surrender

And in consideration of the premises and the foregoing covenants the party of the second part for the use of the property and rights hereby leased promises to pay to the party of the first part annually, at the office of the Treasurer of the party of the second part in the City of New York the rent of Three Thousand Dollars payments of one fourth of said sum to be made quarterly at the expiration of each quarter and the

first payment to become due on the first day of July 1856, except that until the covenants in respect to the portion of said line between the city of New York and Newburgh are fulfilled and such portion in good working condition, only the annual sum of fifteen hundred dollars is to be paid, one fourth of which is likewise to be paid quarterly, and except the party of the second part shall as hereinbefore provided supply or repair the line between New York and Newburgh the whole rent that would otherwise be due or so much as may be required to pay the expense of supplying or repairing said line may be applied to that purpose at the option of the party of the second part,

And the party of the second part further covenants to keep the lines of Telegraph hereby leased (so far as the same may have been during this lease put in good order) in good working order and condition and in such like condition at the expiration of this lease or the renewal thereof and in the position which the said line may then occupy to restore the same to the party of the first part,

And the party of the second part further covenants not to grant the right of conducting the business of telegraphing along the line hereby leased or along the line of their Rail Road to any other Company or person during the lease and not to engage in the business of telegraphing on any other line in rivalry with the party of the first part along their said Rail Road, except the foregoing covenant is understood not to prevent the party of the second part from erecting a telegraph necessary for its own use, and on the same telegraphing for others along any other portion of their road or any road said party may make lease or own, not adjacent to the line of telegraph hereby leased or from putting up and operating any necessary

telegraphic connection therewith,

And the parties hereunto mutually covenant that upon the surrender of this lease and the property hereby leased the party of the first part is not to claim the right of operating or enjoying the same in any office or place or upon any ground then or now belonging to the party of the second part, at or upon which the party the party of the first part has not now as against the party of the second part the right to enjoy and operate the same, Nor shall the party of the first part then or in the mean time claim any rights or privileges that shall impair or defeat the rights and privileges secured to the party of the second part in and by virtue of an instrument under seal executed by the parties hereunto and by one Ezra Cornell as party of the second part and bearing date on the 31st day of July 1852,

And whereas by the Indenture of the date last aforesaid the party of the first part covenanted to execute and deliver to the party of the second part a mortgage of this line of Telegraph from Dunkirk to New York City (of which the lines herein leased constitute a part) which mortgage was executed and delivered, it is further mutually covenanted that such mortgage is not intended to be impaired or invalidated, and that the same is declared to extend to and cover the portions of the said line of Telegraph and fixtures after the same may be removed and in any position in which the same may be placed by the parties hereunto or either of them, and the party of the first part further covenants to execute and deliver any further mortgage on the portions of said line hereby leased which the party of the second part may deem necessary to preserve the line and security designed to be created by the mortgage executed

in pursuance of the said instrument bearing date on the thirty first of July 1852

And in case the party of the second part shall in the course of law foreclose said mortgage or any additional mortgage that may be given in pursuance of the covenants herein contained and thereby acquire the ownership or the right to enjoy the property and rights herein leased or portions thereof then thereafter or until the same shall be redeemed or restored to the party of the first part the rent herein reserved therefor shall cease and the obligation to surrender the same be of no effect and said property shall be deemed to be held under and by virtue of said foreclosure

In testimony whereof the parties have caused these presents to be signed by their respective Presidents and Secretaries in duplicate and their corporate seals to be hereto affixed the day & year first above written

N.Y. & W.U. Tel Company

E.W. Chester Prest N.Y. & W.U. Tel Co
Geo F Chester Secy N.Y. & W.U. Tel Co

In presence of
D. B. Eaton

Homer Ramsdell
Prest
D. C. McCallum Genl Supt

New York & W.U. Tel Co
To
New York & Erie R.R. Co
Lease

Buffalo March 1856

J R Elwood Esq

Dear Sir

Your favor of the 8th inst Enclosing Mr Cornells letter to you was duly rcvd.

The following are the facts as near as I now remember.

Feby 1855 Mr Ed Porter was engaged as an assistant Operator to Mr Blivin which then made the full Complement of help to do the business satisfactory - About the middle of March Mr Porter was offered another situation on Canada Line which he accepted thus leaving myself & Mr Blivin to do the work - First of april or thereabouts Mr Blivin was offered the Toledo Office which he accepted & gave me a weeks notice to find other help, Mr Raymond being in the City at the time I called his attention to the matter, finding he had Applications for situations I was requested to Engage a Mr Raymond for a month on trial - I immediately telegraphed him asking when he could be here - He replied the

next day and came on the night train Morning came but no Raymond. After riding all night I presumed he had gone to bed. After dinner I went to the Mansion House & found his name on the Register & enquired of the Clerk of his where abouts, The Clerk said such a person came there in the early train & was beastly drunk He was also very abusive & tried to kick up a row he (R) was told either to go to bed or leave the House. The latter he proffered and left - I saw nothing of him until next morning when he was unable to do anything, I thought he had not got over the effects of the previous days spree and Contented myself till the next morning hoping all would be right, but, ~~morning~~ the next day found him the same and it so continued nearly throughout the month. He was unable to send or receive messages, Consequently the whole work devolved on myself.

How could any one man be expected to do a business of that kind when the receipts were about £1100. & paid Other Lines about £800. I was compelled to do the operating take Memorandums of messages, attend to the Counter give Checks to Other Line &c, I worked from early morning till 10 & 12 oclock every night. I was unable to go home to my

meals & had to get dinner and 2 a
at a saloon thus taxing me with a
double Board Bill. The $15. allowed me
that month & understood was for this Extra
Expense I was to, I was unable to book
a single Message from the time Mr Bloom
left until after the first of May. When I
had two assistants sent me -
Mr Cornell being in Buffalo (I think) in
July the month of his taking charge of the
Line, I gave him a verbal statement of the
facts when he requested me to write him
at Albion and he would lay the matter before
the Board of Directors & have it settled at
once. This I did. Mr Wood being here some
time after I made the same explanation
& recd the same Answer. I also sent him
a statement to Albion - I was anxious to have
the matter settled - Mess Cornell & Wood talked
in the same way - The actual loss I sustained
was $60. When Mr Cornell was here the
other day he offered to settle it for $50.
I told him this was not fair & offered him
$25. He was not willing to do this. He then
said "I have talked with Mr Elwood about
it & he saw no reason why it should not be paid

I replied if he would guarantee to abide by your decision I would, This he would not do at that time but by his letter to you I perceive he agrees. I have previously made the following verbal offer to Cornell viz that the Company should allow me to charge salaries as follows.

Bliven	41.66
Raymond	33.33
Hucker	50.00
" Extra Board Bill	15.00
#	$139.99

having a balance due the Company of $17.01

I am willing to pay $25 or $30. if it will close the matter up without further Controversy - # The above is respectfully submitted for your decision.

These are the rates they would have paid if full force was in the office (less the $15.)

Hucker to Elwood 1856

Yours Respectfully

N Hucker Jr.

E. C. Esq. By request of I. R. Elwood I send you a copy of my reply to your letter to him of the 8th inst

Yours &c N Hucker Jr

NEW YORK AND WESTERN UNION
TELEGRAPH LINE.

Connecting with all the Principal Cities and Towns in the United States and Canadas.

OFFICE IN THE POST OFFICE.

Messages must be WRITTEN PLAINLY with Full Address and Signature. Payment wil be required in Advance, except for Answers to Communications on which is written "Answer Paid." The Company will not be responsible for Delay or non-delivery of Messages *on this Line* farther than Refunding the Amount received for sending them. Communications destined for other Lines will be promptly delivered to the connecting Line, after which this Company is not responsible for any remissness in transmission or otherwise.

OFFICE HOURS—From 8 A. M., to 8 P. M. G. W. SKINNER, Sup't,

Corning, Apl 1 185 6

By Telegraph from _____

To _____

Inventory of fixtures belonging to Corning Office

1 Relay
1 Key
1 Register with weight
1 Battery 2 Cups
2 Boxes for Paper
1 Table made of a single pine plank. Covered with oilcloth with brass nail drove in

T C Jewett Opr

Corning Apl 3d 1856

J. H. Tichenor Esq.
Supt & O A G & Western
Union Telegraph Line

Dear Sir

Enclosed please find statement of receipts of Corning Office for Mo of March. together with Cash Receipts for Mo of February and inventory of Office fixtures.

You will also find my account with the Company with a balance due in my favor of twenty six dollars and twenty nine cents ($26.29). And being out of funds and unexpectedly thrown out of employment, you will confer a great favor by remitting that amount at your earliest possible moment.

Mr Connell agreed with G. H. Skinner that the A G & Erie R R Line should stop doing paid

public business, and on that condition I took the Office for a share of the cash receipts. You are well aware that such agreement was not fulfilled on the part of the Company by Mr Cornell, consequently I look to the Company for a reasonable remuneration for my services

Very Respectfully and Truly Yours

T. C. Scurtt

Deming N.M.

Detroit, April 4, 1856

Hon. P. Morey,

Dr Sir,

Will you please communicate to Mr. Cornell the history & legal position of my judgment vs the Mich. Sou. Telegraph Co? You are at liberty to talk with fully as with me — but observe the privacy of all that transpires due from counsel to client, in speaking of the matter to others. I desire that he should know, the exact legal right & legal position I stand in, for certain reasons, & candalous in their natures, which have reached him.

Respectfully & Truly
Your Friend
H. Bam

AN ACT

TO CHANGE THE NAME OF THE

NEW YORK & MISSISSIPPI VALLEY

PRINTING TELEGRAPH COMPANY.

PASSED APRIL 4th, 1856.

THE PEOPLE OF THE STATE OF NEW YORK REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

SECTION 1. The name of the "New York and Mississippi Valley Printing Telegraph Company," a body corporate, organized under the general laws of this State, is hereby changed to "THE WESTERN UNION TELEGRAPH COMPANY;" and the said company shall have the right to continue to hold and manage the property and affairs of the said telegraph company as a corporation, by or under the name or style of "The Western Union Telegraph Company." But nothing herein shall be construed to affect any action now pending in favor of or against the said company; and in case any action shall be hereafter commenced against the said company, in this State or elsewhere, by any person or party not knowing the change of the corporate name of said company, it shall not be authorised to plead a misnomer, but shall answer or plead to the merits of the action, stating in such answer the true name of said corporation; and such action shall proceed against it in either name, according to the practice of the court in which such action shall be pending; and any judgment recovered therein shall be as valid as if the action had been commenced and conducted against the said company by its true name.

§ 2. This act shall take effect immediately.

Articles of Agreement between the Michigan central Rail Road Company of the first part & the New York & Mississippi Valley Printing Telegraph Company of the second part as follows, viz:

1st The said Rail Road Company to build a line of telegraph & own it, along the line of said Rail Road from Detroit to Chicago and have the perpetual right to use the House & Morse instruments for working it, and to put upon the posts of said line, cross arms suitable for two or more wires, and allow the said Telegraph Company to occupy one end of said cross arms, with a wire for the use of said Telegraph Company The Rail Road Company's repairers to mend the wire of the Telegraph Company when they see it broken, as they do the wire of the Rail Road Company

2nd Until such time as the Rail Road Company choose to put up new poles, they may use the present poles of the Telegraph Company, it being understood that at least half the new poles shall be put up within one year, and the rest, within two years from this date.

3rd The Telegraph Company to furnish & keep up the Main battery for the efficient working of the lines, at all times, night & day, except the time necessary for cleaning & repairing the same.

4th. The Telegraph Company to work the Rail Road wire, free of charge, whenever desired by the Rail Road Company during ordi=nary business hours, at its business offices in Detroit, Chicago, & such other business offices of the Telegraph Company as the Rail Road Company choose to extend it into, & furnish the necessary instruments.

5th. The Telegraph Company to send Rail Road business free over its wire or any of its parallel wires when the Rail Road wire is out of order, or when there is more Rail Road business, than can be done on one wire, and also to send all through busi=ness the Rail Road Company may wish, in case the Rail Road Company may choose to work its own wire, in two or more circuits, giving preference to Rail Road business of emergency, but such Rail Road business not to occupy the wire of the Tele=graph Company more than half an hour in any hour & a half to the exclusion of the business of the Telegraph Company. In this clause "parallel lines" are meant, those wires, which can by themselves or their connections owned by the Telegraph Company, reach the points desired, as for instance, If the Rail Road Company wanted to reach Marshall from Detroit and their wire was broken. The Telegraph Company to send their messages by their own wire, on this Rail Road, and if

that be out of order, by their wire, over Michigan Southern Rail Road, or otherwise wheresoever they may have one, in order to reach Chicago, & thence to Marshall, and so in other cases

6th The Telegraph Company to keep up offices at Detroit, Ypsilanti, Ann Arbor, Jackson, Marshall, Kalamazoo, Niles, Michigan city & Chicago, and such other places as it may choose

7th At all places where the amount of busi-=ness, and location of office, makes it proper for one operator to work both wires, the two Companies to share equally the expense, in such case & for such time as the Rail Road Company may elect—

8th Employees of the Telegraph Company to pass free over said Rail Road, when travelling on Telegraph business, by con-=forming to the rules of the Rail Road Com-=pany in relation to free passes.

9th The Rail Road Company shall not per-=mit any other Telegraph Company to build a line of telegraph over the same route, upon their road, within eight years from the date hereof, nor shall they allow any other Telegraph Company to put a wire on the same poles with this Telegraph Company at any time

10th The Telegraph Company to be allowed to send business over the Rail Road wire free of charge, when their own wires are out of order, if said Rail Road wire be not occupied with Rail Road business.

11th The Rail Road Company to have the right in case of break in its wire to use for the time being, that section of the wire of the Telegraph Company, to make its circuit perfect, till the Rail Road wire can be repaired, not interrupting the wire of the Telegraph Company, in such case, more than half the time —

This is wrong

12th The Rail Road Company, are not to do any Telegraph business at towns or places where the Telegraph Company have, or may have offices, except messages pertaining to Rail Road business and the ordinary family communications of its officers and agents, it being expressly understood & intended to exclude the officers & agents of said Rail Road Company, who may be extensively engaged in business of their own from doing their telegraphing free over the Rail Road Telegraph wire —

13th The Telegraph Company not to be responsible to the Rail Road Company for the result of any error, in the transmission of messages

14th The Rail Road Company not to be re-

14th The Rail Road Company not to be re-
-sponsible for any injury done to persons
in the employ of the said Telegraph
Company, except when they pay fare, like
other fare paying passengers.

The intention of the word "perpetual right"
in the first clause, is intended to convey
all the rights of the parties of the second
part, and to all renewals thereof.

In witness whereof, this Instrument is
executed on the part of the said Rail Road
Company by its President, and on the
part of the said Telegraph Company by
J. H. Wade, H. Sibley, and H. Clarke a Com-
-mittee from said Company duly authorized
by their Board of Directors.
Detroit March 2nd 1856 J W Brooks President
(Signed) Mich Cent R R Co.

Articles of Agreement
Mich. Central R.R.
Co. with
The N.Y. & Mis.ri V.
Printing Tel. Co.

Received from
Mr. Ellwood
Apl 24. 1856

MORSE'S AMERICAN TELEGRAPH.

NEW-YORK AND WESTERN UNION LINE.

CONNECTING WITH ALL THE

Principal Cities and Towns in the United States and Canada.

TARIFF FROM ITHACA.

TO	First ten words.	Each word added	TO	First ten words.	Each word added	TO	First ten words.	Each word added.
New-York,	50	3	Carbondale,	30	2	Corning,	30	2
Newburgh,	40	3	Montrose,			Painted Post,		
Goshen,	40	3	Binghampton	25	2	Addison,		
Narrowsburgh,	30	2	Owego,			Hornellsville,	40	3
Honesdale,	30	2	Elmira,	30	2			

For Rates of Charge to more distant Stations please call at the Office.

WRITE PLAINLY—give FULL ADDRESS and Signature—USE NO FIGURES except date and number of Street. PAY IN ADVANCE except for answers to communications, on which is written "ANSWER PAID." Communications destined for Lines connecting with this, will be promptly delivered to the connecting Line after which this Company will not be responsible for any remissness in transmission or otherwise OFFICE HOURS, from 8 A, M. to 8 P. M.

ITHACA April 5th 1856

By Telegraph from .....

To .....

Recd of N D Spencer on acc of Telegraph Co fifty cents for Nitric acid

G W Schuyler

.50

Ithaca April 5th 1856

Providence April 5th 1856

M Ezra Cornell

Dear Sir.

Yours of March 1st was duly rec'd and in reply to it, and in reference to claim presented by you in August last, when you was here. I am directed by the Board to say, that we deny unhesitatingly that we have ever broken the Contract, in any particular.

We are confident we have sufficient proof that you are the party who has broken the Contract. Having having the right, of course to dispose of our interests in the Contract, we should have had no motive in doing so, and certainly should ~~have~~ not have done so at a heavy loss, had you fulfilled your Contract.

You are fully aware that all our interest in the matter was transferred to the N.Y. & M.V.R.R. Co. which agreed to indemnify us; and as you are now associated with that Co, we beg leave to refer you to the Directors at Rochester.

Respectfully your Obt. Svt.
James H. Read
Pres. of Merch. Bank

Elmira 7th April 1856

T. C. Jewett

Dr Sir

Your statement just received — As I understood the matter from yourself as well as from Cornell & Skinner you was to do the business for 2/3 of the receipts of the Corning office and this is the first I have heard of any conditional bargain about it — Until I am instructed differently I shall hold that you are owing us at least what we have to pay to other lines for the Month of March $12.63 which is doing more than my superiors may approve

Yours Respectfully

J. H. Tichenor

Adrian April 7 1856

Mr Connell

Dr Sir

Below find Statement for S.M Line for Month of March 1856

~~To~~

To 1/2 Nett Receipts $40 04

By 1/2 Office Expenses		27 25
" Paid to Bidwell on Rent		17.90
	40 04	45 15

Due House Co from S.M Co $5-09

I intended to pay Bidwell just the amount that was coming to S.M Line but was dunned up so that I made a miscalculation of $5.09, I hope it will not make any great difference

Yours Truly

B. J. Cole

Rochester Apl. 7 '56

E. Cornell Esq
Sir

Your Note of Apl. 4. from Detroit just rec'd. —

It is important to the interests of the Union Co. that we should have the negotiations in the form of giving us a refusal for a certain time — say 30 or 60 days — We could then go to the S. M. R. R. Co and make them help us to pay for it. But if we close at once and get the line, the R. Road would do nothing. They ought to pay. We had better agree to pay the S. M. Tel. Co. a $100 for a refusal or Even more.

I presume our Co. would be willing to pay $500 cash if that was absolutely necessary, the bargain being satisfactory in all other respects.

I have had no chance to consult with any one on this subject. The foregoing are only my opinions. But there cannot possibly be any disagreement about the importance of getting the matter in such a shape, as to make the R. R. Company help

Yours
S. A. Elwood

Lafayette Apl 9. 56

E. Cornell Esqr
Ithaca N.Y.

Dr Sir" Your favor of 26th March came to hand" We have distressingly hard times. Our Banks are very hard up. but on the 2nd Instant I made an arrangement with the Branch Bank of the State Bank at this place. The note will be due 2nd & 5th of July"

We have had trouble again with our crossing at Jerusalem our wire torn away & mast broken about ten feet from the top all owing to Johnstons not obeying orders when I was there last fall I told him to tighten up the wire before high water came. but quite a number of Boats had passed under & I suppose did not come near the wire & he thought it was safe & he said others had told him no boat would reach it consequently he thought best to leave it. He may have feared the breaking

when tightening it & felt the more willing to take the suggestions of other parties. Yet he done very wrong. It was enough for him to have recd my orders & to have obeyed them promptly. I leave tomorrow for Terre Haute & hope to have the trouble repaired in few days. Johnston is doing pretty well & is paying off our old rent debt as fast as he can. We came near being turned out doors & I give Johnston a little credit for his "oily tongue" when, he tries he can talk as smoothly as any young man I know of. & he evidently made all its powers play when he was likely to be thrown out of an office.

Palmer has been kept at work pretty closely. He has repaired the Greenville line & also the Bellefontaine line with the exception of 4 miles he says. We ran out of blocks, I cannot get the lumber here to have more made until canal opens which will be in a few weeks. I have requested Wallick to get 200 made at "B".

I. Teleg'd Palmer to come over & go from here to M city he will be on hands sometime next week, I expect. There is a bad connection between ~~here~~ Crawfordsville & B which he will remove if can find it.

Our line from Mich city

to Lapate is not reliable. nearly all our business is operated at "Ly" who charged $10.00 in March for an assistant & also his regular salary. Could I have controlled the E & M instrument I would have made a change. but you did not authorize me to do so & Brinkerhoff might have held on to that line. so I thought it best to await your orders. I also was ready to go & open an office at the crossing but read your letter saying you would dispose of the S M line without telling whether we would still have the right to "use it" or not. The use of it is what we want. I do not see how we can get along without it. I do not wish to do anything that will be displeasing to you & your manner of speaking when here led me to think you would prefer having Repeating done at Lapate, but finding we could not do business this, I have been just at the point of going to open office at crossing two or three times when a letter from you would cause me to stop. There are several changes that are necessary & to our interest as things now stand, but I cannot tell where your diplomatic arrangements will end or amount to, & I consequently am afraid to act.

There was an accident on the Lafayette & "B" road a week or so ago

They had recourse to the Telegraph and thinking it a favorable opportunity to stir them up a little I made a new proposition to them. viz. for them to give us $1500 & distribute our materials &c as a loan. I shall hand Mr White a copy of our contract with Bellefontaine line this evening He wishes to see it. I hinted to them the possibility of our building from here to N Albany & there connecting with the P C & L Line which would enable us to do all the Eastern business about as well as now & save the building of a line from here to "B" thereby cutting off their communication with "Indpls". If this could be carried out for a few months it would bring them to their senses & I have no doubt a favorable arrangement could be made with the P C & L folks at Louisville. There is but little business between here & "B" & we could do our business also for a while that way I am confident we could conclude an arrangement with L & B road in 3 months, after we closed between here & "B".

Another idea presents itself to me. viz The P.C & L folks purchased the line from Terre Haute to St Louis of Deland. this I suppose secures them the right of way

4/9/56

from Terre Haute to the L. They are now doing business with the old O & M line (already which has been consolidated with the Union Co. If they could make an arrangement with the RR west from Terre Haute & assist in from B to Terre Haute. They could have direct connection with the L from Dayton & the tariff over our portion of line would be very small & it would be a great saving to them,

My soldering affairs have more than paid for themselves now I think. and in the "Envelope" line I can stamp for the "whole line" with but little or no inconvenience to myself. I bought 10,000 & struck off about 6000 of them in part of two days. by having a little boy to assist me I can print from 800 to 1000 per hour. My Envelopes cost 75 cents per 1000, but are not good enough. "Those you promised me have not arrived" but they may make their appearance soon.

How about some more zincs I shall need some soon, If you can possibly arrange for 60 or 70 pieces of platina please do so — We must change battery at Terre Haute put up one at Wayne

and one at Union if I can make the Bellefountaine folks stand for one, I sent in my bill for one on last Monday I hope they will do something for us but I fear they will not. We also need a few cups at Laporte & ours should be increased five or ten cups. A bad line with small batteries won't pay— I shall be much gratified when you get matters settled up east so you can be here in person to assist matters along or send your humble servt enough "Kelt" (as a Dutchman would say) to push things through.

J. Haas Aug 9. 56

Our debt at Dayton is slowly subsiding (decreasing).

Strong at Defiance must answer our purpose. I do wish you would answer my letters those things are referred to in them. If you postpone much longer you will have so much to answer. I fear you will never attempt it.

Please answer soon as possible
Compliments to Mrs L.

Yours J Haas

~~Erie & Kal. Bills~~ — —

Cash		✓ 500.
Note	90 days	500
"	4 months	500
"	6 "	900
"	12 "	900

Transfer from Bans of Judgment vs Southern Michigan Telegraph Co, obtained in Lenawee Circuit Court, for about $2300 more or less, also guaranty to transfer a judgment against same Company, same ~~Court~~ County, for about $180 more or less, also all the interest of said Bans in sole ~~under of said~~ him & property of said Co under judgment in the State of Illinois, also to transfer to said Cornell, the stock held by said Bans in said ~~the~~ Co.

Notes payable to order of H.B. at Farmers & Mechanics Bank Detroit, Apl 10 — 90 days $500, 4 mo. $500. 6 mo $900 17 ear $900 —

Ithaca Apl 14. 1856

Dear Sir

Your favour of Apl 5. is at hand, expressing your satisfaction & ~~with your~~ Confidence in having "sufficient proof," and winding up by referring me to the "N.Y. & M. F. P. T. Co" —

I think you must recollect that I assured you that I would have nothing to do with that Co, I therefore must regard your letter as a refusal to settel with me, and trust you will not complain of me, ~~if~~ the result of your decision

should prove unsatisfactory
at some future time –

Yours Respectfully
E. Corrill

Jas H. Read Esq

Newyork April 16th 1856

To Hyde Esqr Secretary of the Cleveland and Cincinnati Telegraph Company

Sir,

I have committed to Ezra Cornell Esqr to be handed you for transfer three hundred and thirty four shares of stock in your Telegraph Company

Will you be kind enough to cause the transfer to be made in accordance with the afignments on the back of the certificates and hand the new certificates to Mr. Cornell.

Very respectfully
Your Obt Servt
Amos Kendall

Columbus O.

Ithaca Aug 25, 1856. I did not go to Columbus, so I did not get the stock above transferred, but returned it to Mr Kendall by letter this day E Cornell

A. Kendell to
Mr. Hyde
Apl 16. 1856

To Hyde Esqr
Ser. Cleveland & Cin. Tel. Co
Columbus
By Mr Cornell 9

Detroit, April 17, 1856

Dear Sir,

Yours of the 14th to making inquiry if there is any truth in the assertion of Mr. Newell that he (Newell) held my judgment which I assigned to you, came to hand this morning. In reply, if you need any further assurance than I gave you, I say that so far from Mr. Newell's statement having a shadow of truth, I never even talked with him about selling it to him or any other of the Directors except when you was present at the time the old stock was sold at Jonesville, when I proposed to dispose of it to the Directors for the face of it in Erie & Kalamazoo money, all which you doubtless recollect. Since that time not one word has ever passed between me & Mr. Newell or any other of the directors, and Mr Newell tells a barefaced lie in the assertion he makes. I know not why he or any other of the directors take so much pains to belie me, and to report such stories, affecting my honor & credit. I am not aware that I ever did an act in my life that would warrant any one in attributing to me a character such as the charge he makes would imply.

In all my life, it has been my aim never to have any dealings with any man, which could reasonably prevent my meeting him any where & at any time, in the most friendly & honorable terms. If Mr. Newell, or other responsible man, carries that game much further, I shall teach them a lesson which all should be taught who seek wantonly to discredit others.

Respectfully & Truly
Your Friend and Obt Servt
H. H. Barry

E. Cornell Esq
Ithaca, N.Y.

Albany Mar 6. 67

Hon J. C. Pond

I learn that you are applying for the charter for a booming Co to locate a boom at Paint Creek

I write to inform you that an interest which I represent is interested alike with yourself in the proposed improvement, but we are not sufficiently acquainted with locations to judge of the proper location for such improvements, and beleiving that the same boom would be useful to all interests alike if properly located, — I would suggest whether you could not leave the location of the boom to be fixed upon by the directors of the Company and not fix it in the charter.

If this meets your views, it would leave the improvement in a shape that we might be able to coopperate with you in its execution.

I have entered some pine lands and some farming lands, in the Counties of Clark, Eau Claire, Chippeway Dunn and Dallas, for the "Cornell University", I selected Wisconsin for these locations having been assured by influential Citizens of that State, who knew something of my plans for founding and endowing a strong Educational Institution, where the Industrial classes could secure the best facilities for obtaining a thorough practical Education, that my plans for improving and settling the lands in order to render them valuable for the University, would be of great value to the State of Wisconsin and would be regarded by her Legislature as an ample equivalent for the exemption of the lands from taxation while held by me for the University,

A Bill to that effect passed the Assembly last Winter and failed in the Senate only by an inadvertency, as I was informed by one of your State Officers.

Thus encouraged I was induced to make my entries in your State in prefference to others. I now learn that opposition is indicated and I must suspend operations untill I can see the action of your Legislature before I proceed to make further locations.

My plans contemplate the investment of large sums of money so as to enhance the value of the lands I have entered, and secure their early sale and settlement.

I dont propose to impoverish the country by cutting the timber and running the logs to market and then abandon the lands to the tax sales, but I propose to enrich the country by manufacturing the pine into boards and other wood into whatever they are best adapted for and thus build up an industrial community that will produce wealth from industry applied to the material resources of the country, and give stability to the settlements and to society.

If the natural resources of the valley of the Chippeway are wisely developed that valley will become one of the richest sections of the State, and the Falls of the Chippeway will become one of her largest and wealthiest manufacturing cities of the State. I engage in this enterprise wholly in behalf of education. I make not a dollar for myself I have given bonds for a large amount to the State of New York, binding myself, my heirs executors and administrators, to pay over to the Cornell University every dollar that I may make from these lands.

It seems to me that it must be apparent to any man that such an enterprise cannot be prosecuted without largely benefiting the State and County in which it is located; and the taxable property resulting from the improvements will largely exceed the amount that would be assessible to the lands I ask to have exempted.

I hope you will understand this question so as to discover the interest of your County as well as State in dealing liberally with me in this matter.

Yours Respectfully

Ezra Cornell

J. G. Parkhurst
22. Apl 1836





B. Cornell Esq
Albion
Mich

April 22, 1836