

New York Sept 12th 1857
Mr O'Connell
Ithaca

New York
To Mrs Crocker
1857
Aug 20. to Mdy Allen \$57.00
" " " " " " 19.00
" 22 " " " " " " 12.50
\$88.50

Dear Sir
If you will have the kindness
to send me the above amt in a check
on this City I will say nothing about the
Interest after that.

I find money coming
at so slow that I shall be any much
obliged if you will send me the check
on receipt of this letter.

Yours very truly
William Crocker

New York Sept 25 1857
Mr E Cornell
Ithaca
New York

Dear Sir

I sent a Letter to
You asking the favor of a remittance
of the amt of a/c due in July 1857, and
Int from that date (2 Months) $\frac{1.03}{\$89.53}$

I am in great need of the money
and I shall be greatly obliged if you will
send me a check for the same by return
of mail —

Yours very truly
William P. Crocker
W. W. W. W.

Mr Crocker is well and sends respects
Just 6. Oct + propose to return 2 watches
and paid note for balance payable in
my Jan 5, 58 — etc

In consideration that the
D. N. & L. R.R. Co. distribute
the poles and material for the
building and repairing the tel-
egraph between Ithaca & Owego
and pay the telegraph company
of charge for such purposes
between said points, I agree
to dispatch the messages of said
R.R. Co free of charge over
said wires whenever they are
in working order, and during
business hours, while the line
is limited to Ithaca & Owego.

Ithaca Sept 14, 1857

E. Cornell

Sept

Flora Sept 16th 1857

Dear Brother

Yours of Sept 2nd
was received in due time but
I have been so hurried & have
so little writing to do that
I have neglected to answer it
untill now - we are all well
and doing very well for us
I have been harvesting & haying
some this summer, crops are
very good in this section
but prices for grain ^{have been} ~~rumors~~
last Friday & Saturday wheat
was bringing only 50¢ per bushel
grain buyers were paying 65¢
yesterday but reluctantly, oats
are only 20¢ per bushel -
I have work enough to last me
untill Jan'y 1st 1859 engaged

I should be happy to visit you
& see some of fine stock you
wrote about, but shall have
to deny my self the pleasure
for a time - I have got my boy
with me. Mr Tuttle went to
corn & brought him home
with his grand mother on his
return I had to pay her fare
out & back - the boy is well
large of his age (he was 4 years
old the 23rd of last morch) is
intelligent, rather inclined to
be amiable & we think him
a fine lad with-out boasting
he seems quite contented but is
lonesome at times in consequence
of having few play mates, he
takes pleasure however in
feeding the pigs chickens &c
I am glad to hear so favorable
an account from our friends

in Gratiot Co & I sincerely hope
they will prosper & be happy.
I want very much to see Father
but dont know how soon I can
consistently spare the time & means
for want of other news I will
say that we have had fine weather
for two or 3 weeks, was warmer
here last week than since last
year. it is raining hard now
however & we fear premature
frost when the storm clouds
leave corn & potatoes are
not yet out of Jacks way
write as often & convenient
our best wishes to all

Respectfully

Cornell Esq
Forest Park
Near Ithaca N.Y

D. B. Cornell

Mr. Cornell - I regret your
inability to meet me as appoint-
ed. I shall leave this P.M. 4 o'
clock train for Baltimore - return
on Saturday - By my return, I want
your decision as to my proposal
for a reference of all my claims
upon yourself & the road, joint and
several. If you decline the pro-
posal, I must proceed in the only
remaining way to bring our long
standing matters to a close - by suit.
I do not prefer this mode, & think
it politic in you to spare yourself and
myself to such delays & expense. ~~But~~

Since it must come to that
completion at last, I cannot
lose more time in beginning

Yours truly
D. M. Smith
Apr. 17/57

Office of the Delaware, Lackawanna and Western R. R. Co.

51 Wall St., New-York, Sept. 18th 1857

Conductors in
Cayuga Division;

Per Mr. Cornell
and not exceeding six
additional persons, without
charge, until the 31st
October, - said parties
being men engaged in
the reconstruction of the
Telegraph along your
division -

A. Odell
Secretary,

Albion Sept 23 1857

Dear Brother

I have been looking at marble for Mother's grave and find a very nice slab that I think very suitable and intend to have it put up soon if I can, and you dont object. It will cost 35 or 40 dollars according to the lettering it is the best one they have, and looks like very nice marble. I am going to have Martin examine it when he comes (he has not been home since you left) if he likes it we shall have it. I want you and E. B. and James to send an inscription for it. The dates &c. please attend to it. Soon as they want to be at work on it, I cant have my Mother lie with something to mark the spot.

Tell James that poor Melic Newell died last Friday just five weeks after poor little Mary. They were very intimate friends and loved each other dearly. Melic was 12 and a girl of great promise and excellent scholar.

She was sick about 3 weeks in the first
for throat & neck and they thought it
was the mumps and she did not seem
much sick was around the house for
some time and two days before she
died she sank away so they could with
difficulty keep her alive and continued to
very low and weak till she died.

Mr. Mann is in Abbeon on a visit now
I'll father the pig eats his slowener.
We have had no frost yet to do any
harm. Hannah is cutting up his corn
Henry did not want the bureau in
the house as bedsteads. He put them
in the barn and I am going to have
the bureau put up in our chamber
when M. B. comes. We had father's chest
carried up stairs and the other one
to the barn. Mr. Graham went to keep
house yesterday he has his room very
nice a beautiful carpet and bed. &c.
John folks are at Hannah's yet. Elizabeth
was here the other day Henry had lost
their youngest child 18 months old with
Sunday and Mary Ann 8 years old
was at the point of death they did not

think she would live till they got home
It does not seem to be very sickly but
what she is seems quite fatal
Octavia has returned much
improved by travel. She says she
found every thing out of order at
home so I dont suppose she will dare to
visit her mother again to keep home
Fathers tomatoes are very nice they
ripen finely.

Bill Betty Ann she forgot to answer
my letter. I cant tell any thing about
young East as I have not seen Mr B since
you left. think we may make a
flying trip but very uncertain
as a very low season.

affectionately

L. Conell Phoebe Wood

Washington Sept. 24th 1867

E. Cornell Esq

Dear Sir, your letter of the 18th inst. came duly to hand.

Wade is certainly a most unscrupulous fellow. He holds, I suppose, \$3000 which belongs to me and to Morse & Vail. I do not intend he shall retain it if there is power in the law to wrest it from him. Will you give me control of your claim of \$5000 on him? I think I can realize it for you in a way that may be useful to myself.

Myself, Morse & Vail hold $\frac{3}{16}$ of the stock in the O & M. Line and we must have $\frac{3}{16}$ of the rent. I never heard of the lease until Wade told me. Do you know any of the stockholders besides Wade and the Union Co? and where they live? I am much inclined to look into the affairs of this Co. if I can get the names and residences of the stockholders. Do you know where Lee lives? He could probably inform me.

As to the N.Y. & Erie line, I do not feel at liberty to make suggestions until we get Judge Hoffman's decision. Does Smith claim half the stock for himself?

Yours very respectfully

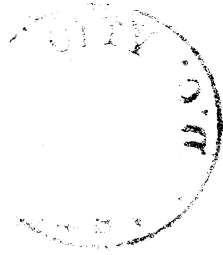
Amos Kendall

Albany N.Y.

B. Cornell Esq

Albany

N.Y.



Handwritten text, possibly a name or address, partially obscured and difficult to read.

MORSE'S

AMERICAN TELEGRAPH

New-York, Albany and Buffalo Line.

CONNECTING WITH ALL THE

Principal Cities and Towns in the United States and Canadas.

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.

Cold Spring N.Y. Sept 28 1857

By Telegraph from

To A. B. Warner Esq

Sir, as its impossible for me to go down for the present, will you please send me the amt you have for me for the delivery of West Point messages. If I was not just at this critical period in such straitened circumstances I would not send this, will explain why, soon
Pls excuse B. Spurr

Forest Park Sept 28. 57

Dear Houze

Your favor of 21st is at hand and I am glad your new quarters are pleasant and satisfactory, but even as you are now situated you will I fear find it difficult to bring expenses within your income, to this subject you should give early and careful attention.

Our fair is over and it passed off pleasantly and satisfactorily, it is acknowledged to be superior to any former fair, and sufficiently far ahead of Dryden, fair to answer all purposes. My appeals to the farmers through the journal, has stimulated many to action, that otherwise would have been inert.

The society has complimented me with their Presidency for the ensuing year, and I shall repay them with such a fair next year as no county outside of the City ever saw in this state. It will be worth a trip from N.Y. to visit, Astoria took 1st prize \$5. we took prize to amt \$18.

My German farmer has not yet arrived, if he left the city, he has either strayed, or played possum.

Your Aunt Emily Dinham has a daughter, and grandfather has his house most done.

The weather has been fine for ripening Corn & Buckwheat, and the crop is generally fit to cut, & good.

I saw Tom Flanning Saturday who owns the note I gave to Colby, due the 4th Oct for \$36.²³ & asked him if he would take a note, at 90 days for \$300. of the amt, he declined, so I shall have to pay, or get the Bank to disct a dft for part of the amt, which is doubtful, as I learn the Lumbermen are leaving heavy on the Bank and in a crippled condition.

I think however you had better send me your acceptance with amt & time blank, and I may get one or two hundred, at 60 or 90 days. you will know what shape to put the notes, in. If the NY & R pays, first Oct next, you must notify me at once and I will send a blank amt sight acceptance to use in paying this note. The 4th Oct being Sunday the note will have to be

paid on Saturday I suppose, so there
will be no time to loose in getting ready
I shall be at Rochester by the first
Oct. and can telegraph you from
there. I go out to Oswego this
morning to get men to work on
the Del. we have the poles all
distributed -

Yours in haste
E. Corbitt

ABC

P.S. Your Mother cant get
Mary ready to go to Ny. before
she goes herself, say by middle
Oct - E.C.

Detroit, September 28 1857.

M. E. Cornell

Ohio N.Y.

In accordance with the usual custom, at this season of the year, we inclose you a statement of your account showing the amount due to us on the 15th day of August last to be \$26.71

We have written you several times relative to the amount but have not received a reply

If, on examination, you find this correct, we will thank you to settle it, by remittance as we are very much in want of the money and we think you will agree with us when we say it is time it was paid

We remain

Yours very respectfully,

R. D. W. Rogers

per Prop

New York, Sept. 29. 1857.

E. Cornell Esq.

Dear Sir,

I telegraphed you to-day the result in *Merrill vs Smith*. Some points ~~are~~ or rather items, I suppose, we are to be heard further upon, the Judge not understanding them. All the main points, I see from reading over the draft of the Judge's draft of opinion are in our favor - the claim of stock on the lines sold Smith from Phil. to St Louis - the ^{N.Y.} Erie line - the Bridgeport line - the White Hall line - the lines were built under authority from you & Speed - all these claims against Smith are swept away, & as far as I see every thing which we have not conceded. I don't know what the items are on which he wants to hear us. The victory seems to be as perfect as we could ask - The question which seemed to the Judge & myself the most difficult in the whole case was as to the pay claimed for the line sold Smith in June '47 & which as estimated by Puffs amounted to about \$170,000. I didn't get out the real governing idea on this point till after the argument when I had a chance to throw it before the Judge

If I see he has adopted it.

Smith will be as proud as you please with this result - will quite forget that the whole thing in its essential features rested upon questions of law & construction which he would never have dreamed of. You may all expect him to be down upon you while ~~for~~ he is flushed with this victory. I find he expects to man- age the case apt tation. Well he will be formidable, for I take some credit to myself in teaching him law in these telegraph cases.

I have a decision in my favor in my own suit which has been so long in the hands of the Referee. It is not for as much as it ought to have been, but for what I would have accepted at first. But I want \$200 to take up the report from the Referee. You must, indeed, allow some other folks to be poor as well as yourself. I wish it wasn't so, but as it is, do give me an order on the Erie folks for \$200 out of the Cent. Cent. You have said a goodly sum - let my necessities command this much - I wish you would send me an order at once so that I may get the report & enter up judgment.

I have abundance of work, but money is scarce while I have a good deal to pay. From my success in law suits I ought to be rich.

I have almost forgotten how it feels to be beaten.
My clients are always on the right side - have
scarcely met with a disappointment in a law
suit for years - In this of Smith's of the multitude
of law points raised in the six years of its progress,
I have succeeded in every one, except a modifi-
cation in one instance of what I claimed, but
by which I lost nothing.

Trouble times in New York - When will
you be here?

Yours truly

E. W. Chester



Secretary's Office, Rochester, N. Y.

Rec^d. of J. R. Elwood Treasurer of the Western Union Telegraph Company four hundred dollars, and I hereby authorize him to retain the same out of any dividend which may be coming to me & I do hereby hypothecate all my interests & stock coming to me in contact for sale of Southern Michigan line to which I am or may be entitled as a security for said money
 Oct. 7. 1897

E Cornell

2 months	\$4.67	
	<u>4.98</u>	
	1209.65	229.52
	100	
	<u>1309.65</u>	

1764
 1509.65
 254.35

Rec^d. a check for above
 and let A. B. Cornell have it

Toronto 6 Oct 1857

Dear Brother

Your letter to Mary of Sept 27th was received some days since and by her request I will answer it. We received a letter from Phoebe a short time since who wrote she was going to Etchaco this fall on a visit - and wished Molly to return with her to Michigan and spend the winter there as contemplated in a letter to Jan. I wrote her if she would come this way Mary would go to Etchaco with her and perhaps from there to Michigan but have heard nothing from her.

I cannot consistently leave my business at present to accompany Mary to Etchaco or would do so. and she cannot travel alone with her Bob & barrels.

I am having a little difficulty with one of my partners (Mr Garner) and how the matter will terminate I cannot at present tell. He in my absence from the office took possession of the Books notes &c and placed

them in the hands of an accountant for
the purpose of having them investigated who
has been worried at them for the last five
months. He has found nothing very much with the excep-
tion of slight errors in Receiving and paying out
money. which very nearly balances. (i.e. Errors in
my favor and against me) It was entirely at their
request that I took the whole management of
business and I now decline having any thing to
do with the business except as provided in our
article of partnership that is for me to attend
to sales and collections. Having nothing to do
with the Manufacturing department or keeping
the Books. I intend to sell out my interest
in the concern if I can do so at a fair
price and in that case shall be at liberty to
get a little rest from business. however it is
difficult to know just now how things will
shape. I would like very much to go east
with Mary on a visit this fall and will do
so if I can get away. My respects to Mary Ann
and my dear friends
E. Cornell I thank -
Yours Respectfully
W. H. Cornell

New York Oct. 7. 1857 -

E. Cornell Esq.

Dear Sir,

I regret I did not see you when
here. I understand from you through George that the
Eric Co. were trying to buy off about the rent of the 4th
Stair, but not whether they paid any thing. I should
like to know for I have relied on the \$200 about
which I wrote you.

Col. Speed sent me a summons in favor
of F. C. Smith served on him & in which you are in-
cluded as Deft. I think Geo. said you mentioned the
name to him. Speed writes thus,

"Mr. Chester,

"The writ was served on me on
the day it is dated and service accepted by me. Mr.
Cornell wished me to let you know that fact. I knew
nothing about the suit, and will not pay for defending
it, but will do anything which Mr. Cornell wishes
me to do in relation to it."

To this I have given this answer,

"I rec'd the summons of Smith against you & Cor-
nell. You do not propose to pay any thing for a
defense - Cornell has made no arrangements to pay
& I do not know what his expectations are. Of course

you will not rely on our entering an appearance until some arrangement is made. No professional gentleman has taken so much pains, & done so much effectively for telegraph men & paid so poorly as ourselves. There are other things to do in which I can turn my time & what little professional skill I have to account. And if not of choice, I must of necessity get my bread out of my labor or by it. I infer ^{that} you do not consider us retained by you; and you will scarce expect us to volunteer, as you fairly ^{notify} us that you don't intend to pay, & care little about the result of the suit."

This morning I have a letter from F. C. J. Smith, in which he says,

"I suppose you will appear for counsel in my suit vs him - & if so, may I not depend on your seeing the interest of all parties in getting at a trial & result ^{with} the least possible delay. As nearly every fact between us is of a documentary character I cannot see how much delay can be needed or useful to either party. Col. Speed says he is ready for the trial at any moment desired."

To this I reply that I have said no retainer & don't know whether I am to appear or not.

Indeed, Friend Cornell, in looking at the great amount of time I have spent for telegraph men, & with the exception of the pittance from Smith in a suit where I should have said not less than \$2000 a year, not ~~so~~ much said into my pockets as

paid out, I must come to a dead stop, or face as
other gentlemen of the profession do - I ^{never} to take
another telegraph case on hand without a good re-
tainer to begin with. I am placed in a position
to be abused by Smith, & for pay have a judgment
against Speed on which I can't get a cent. I have been
trying to get him to make Wade pay \$600 by the
15th of this month & have relied on it to meet a note
payable at that time. I write to Smith for money
to pay printers bills with, where we are out of pocket,
including what is now claimed of us more than \$80.
I get for answer "send bills & I will arrange to pay
it shortly."

I am the only man ~~also~~ in the profession who
has been at the trouble to understand those contracts
& doings of telegraph men - have spent more time
on it than any ~~body~~ other lawyer. I have had
less pay - now I have done with it. It may be pleasant
for young men to take business for the sake of showing them-
selves busy, & older men may be willing to do things,
as far as possible out of friendship, but there must be some
way provided to pay rents, for bread & meat & the thousand
things which come constantly upon us in the city. No
man can afford to go into one of these suits for a
retainer of less than \$500 - Mus's lawyers have been
continually drawing from in sums of \$500 & larger &
smaller sums & after all not a soul of them has
ever understood his case.

Now I have blown my blast & done, except

that I wish you would send me an order on the
Rail Road Company for \$ 2.00 if they have not
paid their rent. I need this beyond measure.

Yours truly

E. W. Chester

E. W. Chester
Oct 4, 59

Detroit 9th Oct. 1837

Dear Sir

When you discharged the order against me I agreed to write Wade and if I could induce him to advance the money, I would agree to pay him my proportion of it as soon as I could. I did write Wade, and recd an answer neither assenting or refusing to accept your offer. I have since seen him, and he declines paying. You understood from me that however anxious I might be to have it settled, that it was impossible for me to pay the amount, or any part of it. It is equally so now. I could not pay you five hundred dollars at once five thousand, some time hence. The only way I see for you to get pay, is to force on the
appeal

as soon as possible, and if you
sustain your judgment (as you
are fully confident you will) you
can then get a part of it out
of Wade, and sometime or another
you may get the balance out of
me. If you think that my making
an assignment will facilitate
your collecting the amount, I
will accommodate you, but
as I said to you at your office,
I am sure that you can make
nothing by that. As to the Domestic
Stock which we talked about,
the question with the Company is
not settled, and my friend Geo
J Pumphly, who has advanced
more than the stock I owned is
now worth, preferred running
his chance with the Company
to having it sued at present.

As to the suit against me by Smith,
I mean just as I said, that I care
nothing about it, and will not
pay a dollar to have it defended;
but will do anything in my power
which Cornell may reasonably expect
me to do for him.

As to your unpaid services for me,
I can ~~only~~ say that you have ^{had}
\$975, and if all your clients will
pay as well, in proportion to
service rendered, you will
certainly have means enough
to "buy bread", if you do not
rich -

Yours very respectfully

J. Smith

Mr E. W. Christie
N. York

Office of the New York, Albany & Buffalo Electro Magnetic Telegraph Co.

Utica, Oct. 9 1857.

Cornell Esq.

Dear Sir,

I have the direction of our Board to ask you to make me a remittance on the cash matter between yourself and the Company soon as you possibly can, say next week -

I have not yet got from Mr. Curtis his report of the Western Section examination, but am promised it in a day or two, when on Mr. Reed's return, which we look for in a few days, that report shall have prompt attention -

Hope you will oblige us in the remittance as we want to use the money -

The 2nd half year interest is nearly due -

Yours Respectfully
E. Chapman
7/5

Detroit 12th Oct 1857

Dear Sir

I sent the summons served on me to Chester, but declined employing him to defend the suit for me. If Smith obtains a judgement against me, I am sure that I can beat him on the execution; and I have no means to spend in paying Chester such fees as he charges to defend the suit. I send you the result of my reflections on the subject.

If the Court decides that the Statute of limitations does not apply, or that something has been said or written by you to waive the limitation, then set forth the fact that the contract for the Erie & Mich line, and Ny & Erie line, and the acceptance of Smith's power of attorney, were all based on his agreement in the contract

to give us an exclusive right
to the use of the Morse Instruments,
In his agreement with Kendall, made
before the contract with us to build
the N.Y. & R. line, he agrees to annul
the O'Rielly contract "amicably or judicially
as soon as may be" - all our agreements
were predicated on the agreement
for an exclusive right, and no one
would have been so unwise as to
take the contracts we did, without
an agreement on the part of the patentee,
to remove the competition, and give
us a monopoly. If other parties had
a right to use the patents, why should
the patentee have half the stock, and
thirty dollars per Mile pro bits of construction?
The terms of the contract, as well as
its express provisions, shows that it
was a monopoly we were buying,
or supposed we were, and not a right
to be used in common with others -

The failure of the patentees to comply with the provisions of the Contract on their part, rendered it impossible for us to comply with our agreement. If the patentees could have given us, as they agreed to do, an exclusive right, we could have collected the subscriptions we did get, and got enough more to have built the line, and paid them their thirty doll. per Mile. But their failure to stop O'Rilly, prevented our collecting the subscription, we had, and compelled us to run in debt to build the line, and the O'Rilly competition rendered the line valueless after it was built. That competition continued until the Patent expired, and even now, we have a suit pending in relation to our right to use the Morse Instruments. You sell me a horse and give me a warranty that he can trot a mile in two minutes and a half. I agree to give you

a thousand dolls for him, and give you my
note. I enter the horse - pay the fees, and bet largely
on him. But on trial it is proved that the horse
never did, and never can run a mile in less
than five minutes; could you collect the thousand
dolls of me? or could I get large damages of you?
The patentees did not, and could not, fulfil their
agreement with us, greatly to our injury -
our promises were based on their fulfilment
of their part of the agreement, and when they
failed to do so, we had nothing of theirs of
any value whatever to us. Instead of our being
responsible to them, are they not greatly in
debted to us? The N.Y. & E. line was built to do the
business of the Lake Towns, West of Benkirk with
the East. As we had but half the Western business
instead of the whole, the N.Y. & E. line was but
half as valuable as it would have been, if the
patentees had fulfilled their agreement on
the Lake line - Smith's suit against the N.Y. & E. Co.
is an other matter - I do not see why he may
not obtain judgement against them; but
if properly defended I cannot understand
how he is to get a judgement against
You - Smith is a good Lawyer, and seems,
or pretends to be very sanguine that he
can recover largely of us, but if Chester
can be made to understand the matter, I think
that Smith may find himself mistaken.

Wm L Cornell
Ithaca

Yours &c J. J. Spurr

The Statute of limitations in the State of N.Y. is Six years. The Contract for the construction of the N.Y. & E. line was made in 1847, and all its conditions were to have been fulfilled in 1848. The statute of limitations begins to operate from the day upon which the Plaintiff might have commenced an action for the recovery of his demand. More than Six years has elapsed since the time when action might have been brought by Plaintiff, and therefore the statute of limitations applies -

Remedies on Contracts are to be pursued according to the lex loci Contractus. A plea of the Statute of Limitations of the State where the suit is brought, if the time limited by such Statute has commenced, and has elapsed, is a good bar. The fact that Smith resides in Maine, does not affect the case. The defendant resides where he did when the Contract was made, & the suit is commenced in the same State.

The Plaintiff may change his residence as often as he pleases, but if the defendant continues to reside where he lived when he made the Contract, he is entitled to the benefit of the statute of limitations -

I have resided where it was understood

I was to reside when the Contract was made, and reside in the same place now -

I have frequently met Plaintiff, and the

city of N.Y. where the contract was made, and he has had repeated opportunities to commence suit against me and get service since the contract was made - I question whether I could not also plead the statute of limitations but in your case I have no doubt - I do not mean to have any quarrel with Smithe, but I ought to advise with you in reference to contracts to which I was a party

J. J. Messick
Oct 12, 1857

La Fayette Oct 12th 1857

Dear Ezra

When I was at Albion last week I saw Mr L. Smith who holds the mortgage on the house & he says he wants the money verry much. Indeed he thinks he must have it & cant get along without it. I tried to get him to endorse the amount of the mortgage ^{on} a note I hold against him but he says he is cramped for the money for present use. Lousy is disappointed in getting his money and can pay only a part of the note. I cant raise the money for Smith without resort to borrowing at a high rate of interest. What shall be done for him. It is a serious bad time to do business as a general distrust of all bank paper prevails. I have to truck round and pick up such rags as will pay for board of men on the road but it gives me much trouble. I was fortunate yesterday in getting one hundred dollars of bills on the bank of Charleston S.C. New Orleans L. & bank of the state of Indiana. All of which is currant here. I could not use N.Y or any N-England bank notes here. They are all discarded. I am informed this morning the banks will use Illinois & Wisconsin. So I think I shall not

be so badly bothered as heretofore. We have
the line working from Toledo to Huntington
& the wire up to Legro 132 miles. I overhauled
the men setting poles & am now on the way
to state line to come east as there is near
fifty miles of poles up on this end. The weather
is fine & I am anxious to get the line up
while it lasts. Our folks are fixing to come
east soon & I want to come with them but
cant see how to get away from the
work. Every thing seems to come to stand
still when I leave. Cobb dont seem to be
witting to trust money with any one but
me. I have been up to Milwaukee & took
a survey of the route there & have decided
to put a cable across the river & run
straight into the city. I left Hicks to do
the work there. I have not attended
an agricultural fair this season. The
weather was bad at Detroit & Fort Wayne
so I did not go to the grounds. I attended
a Republican meeting at the courthouse
here Saturday evening. The speaker said the
supreme Court of Missouri decided that
Dred Scott was a citizen of that state
Ha! ha! what next? Why that Douglas had
entered into conspiracy with president
Buchanan to make every one of us slaves

throughout the whole union and that
slavery existed in Indiana to day just
as much as in South Carolina. As I am
an incorrigable Loco Foco, old liner, Hunker
Hardshell, & Proslavery Extensionist, according
to Republican negro equality interpretation
of course I could not understand why it
was so by his assertion. I left the house most
reluctantly without being enlightened on
the subject. Especially the Supreme Court of Missouri
I had read the decision & could only discover one
point which they decided & that was that the
taking of Dred Scott by his master to Ill. & the
territories & bringing him back to Missouri did
not work his Freedom according to the statutes
of Missouri. There seems to be a strange frenzy
prevailing the speakers in the Republican ranks.
The same spirit prevails as did thirty years
ago when they asserted that Masonry & Odd
Fellowship & all secret association was sapping
the foundation of our civil & religious liberty.
I could not see any sense to such harangues then
& as time wags on apace they dont seem to be
improving a bit in their notions of publick affairs.
But I did not intend to write politics so please
excuse me it was business that prompted me
to write you. How shall we provide for the
payment of that mortgage Yours truly W. B. Wood

Washington Oct. 16th 1857

E. Cornell Esq

Dear Sir, your letter of the 5th inst. has not been ~~received~~^{answered} earlier owing to my absence.

I thank you for the information you give me and not wishing to trouble you unnecessarily, I will write to see myself.

If I proceed against Wade on your claim or our own, my purpose is to attack his interests in the Cincinnati & St Louis line or in the new line from Philadelphia to Pittsburg. But I am not yet prepared to take either step. The latter course I think most likely to secure prompt redress if sought through the U. S. Court. And this is open to you at any time.

Judge Hoffman's opinion is that Smith is not responsible for the patent right on the W & Erie line which, I suppose, leaves you responsible to all the patentees. We shall not, however, acquiesce in his decision on other points, and if he does not agree to an arbitration which we have proposed shall appeal.

Very respectfully
Your Obt Servt

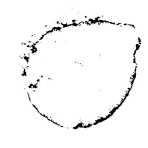
Amos Kendall

W. H. A. C.

N. Y.



Cyrus Cornell Esq.
Chicago NY



A Kendall
Oct 16. 59

Aurora Oct. 16th 1857

Mrs. Cornell

Sir I did not sell my Cow nor
Calf ~~but~~ the fare is Buffalo. my Cow
has since proved not to be with the Calf.
if you want both Cow and Calf. you
can have them for \$225.00. or if you
want the Calf you can have him
for \$12.50 I think I had. as I've keep
the Cow as to sell her at that

Please write as soon as you receive this
as my son has had talk with another
man since I saw you about the Calf and bow
therefore write immediately. as I calculate to
sell the Calf soon.

Yours. Respectfully

Isaac R. Calkins

Please direct your letter

East. Aurora

Erie County

The Magnetic Telegraph Company,

MORSE LINE,

BETWEEN

New York, Philadelphia, Baltimore, Washington & New Orleans,

Connecting with the Southern, Western, Eastern and Northern Lines of Morse's Telegraph.

TO THE TELEGRAPHING PUBLIC.

Please write plainly; answer quickly; **PRE-PAY**; use no figures except dates—they cost more; give name, street, and number of the party addressed, to insure prompt delivery; also, your own address under your signature; no charge for address and signature. **The** above is for your safety as well as our convenience.

OFFICES IN NEW YORK—43 Wall Street, 181 Broadway, and Lafarge House.

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- " WASHINGTON.....National Hotel, Pennsylvania Avenue, Corner of Sixth Street.
- " NEW ORLEANS.....Under St. Charles Hotel.

BY TELEGRAPH.

Date *Washington* *Oct 19* 1857

Rec'd, New York, *19* 1857 *2 o'clock*, *10* min. *10* M.

To *E Cornell Esq*

Your letter received and
answer mailed declining
proposition - I can not
say when I will be in
New York possibly in a
few days and will inform
you if you wish it -

A Kendall

OTD

Washington Oct. 19th 1857

E. Cornell Esq

Dear Sir, your letter of the 13th inst. is before me. I am not prepared to sell Moris' patent rights on the New York & Erie Railroad for a disputed claim on any one though I should be very glad to get payment for it without further litigation.

I have no doubt you could aid me materially in adjusting western matters and it is very possible I may wish to secure your services for an adequate compensation; but the time has not yet arrived

Very respectfully
Amos Kendall

Yours

N.Y.

1857
OCT 19
N.Y.

Mrs. Cornelia Cady

Utica. N.Y.

10

A. Randall
19 Oct 57