

as is practicable, and that such news shall not be made known, sold, or in any way used by them, so as to be made the basis of speculation by private individuals or otherwise, to the public injury, while the news is withheld by them from public circulation."

This contract did not meet Mr. Smith's views and he refused to ratify it, as far as his lines were concerned; which he made known to the committee of the New York Association in a letter, under date, Boston, February 15, 1849; in which, after stating at some length his objections to Mr. Darrow's arrangement, he made the following proposition—(vide his pamphlet, page 33):—

"This I am ready to do,—to consider your existing contract for the press between this and New York, elongated to Portland, in terms and duration, varied only so as to allow Boston papers to come in by paying their share of expenses, and adding fifty dollars for the first three thousand words to the price of the contract, the distance being from this to Portland, very precisely one-half as much as the distance over our line, as now constructed, from this to New York—reserving the right to a copy, or synopsis of the news at Portland station. For all over three thousand words, there shall be added a pro rata price of one-half of charges on such excess, between this and New York. These are the terms I authorized Mr. Darrow to make, and carry through the entire lines,—and these I am confident will prove most satisfactory in practice to all parties concerned."

Under date, New York, Feb. 18, 1849, the Committee of the Associated Press accepted Mr. Smith's proposition in the following terms:—

DEAR SIR,—I received your Letter of the 15th inst., and have consulted with Mr. Hudson in regard to its contents,—we acting on behalf of the Associated Press of this city. We understand you to offer to transmit, from Portland to this city, without interruption, from the time of its receipt at the telegraph office in Portland, until it shall be finished, whatever summary of the foreign news may be prepared for us,—for the sum of \$150 for 3000 words or less;—the Boston Papers to have the use of the Despatch on paying to us their share of the expenses of procuring it, and we receive nothing for the use of the news at Portland. The same regulations which have hitherto prevailed between Boston and New York, under our Contract with you, are to be adopted between Portland and this city.

Here, then, Gentlemen, you have the exact understanding of the agreement entered into between Mr. Smith and the Associated Press a little over one year ago; which was continued with mutual satisfaction till about the 1st of January last, at which time, and since, Mr. Smith, in the most unjust, arbitrary and offensive manner, has peremptorily refused to allow any communication, to or from myself, to or from the Association to pass over his line—thereby subjecting me, personally, to great loss and inconvenience, and compelling the Associated Press to