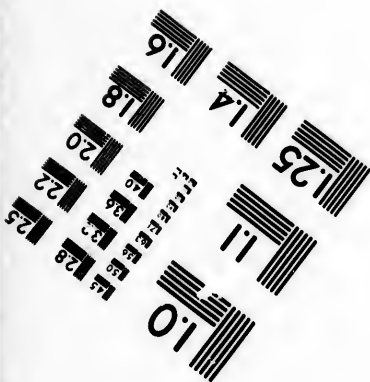
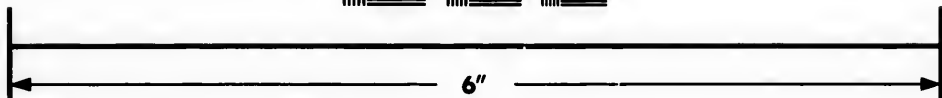
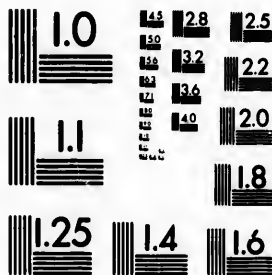


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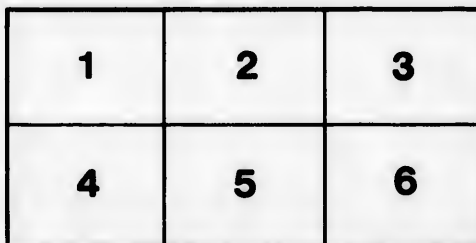
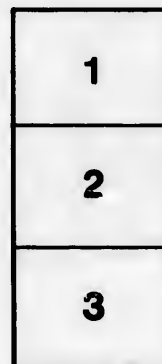
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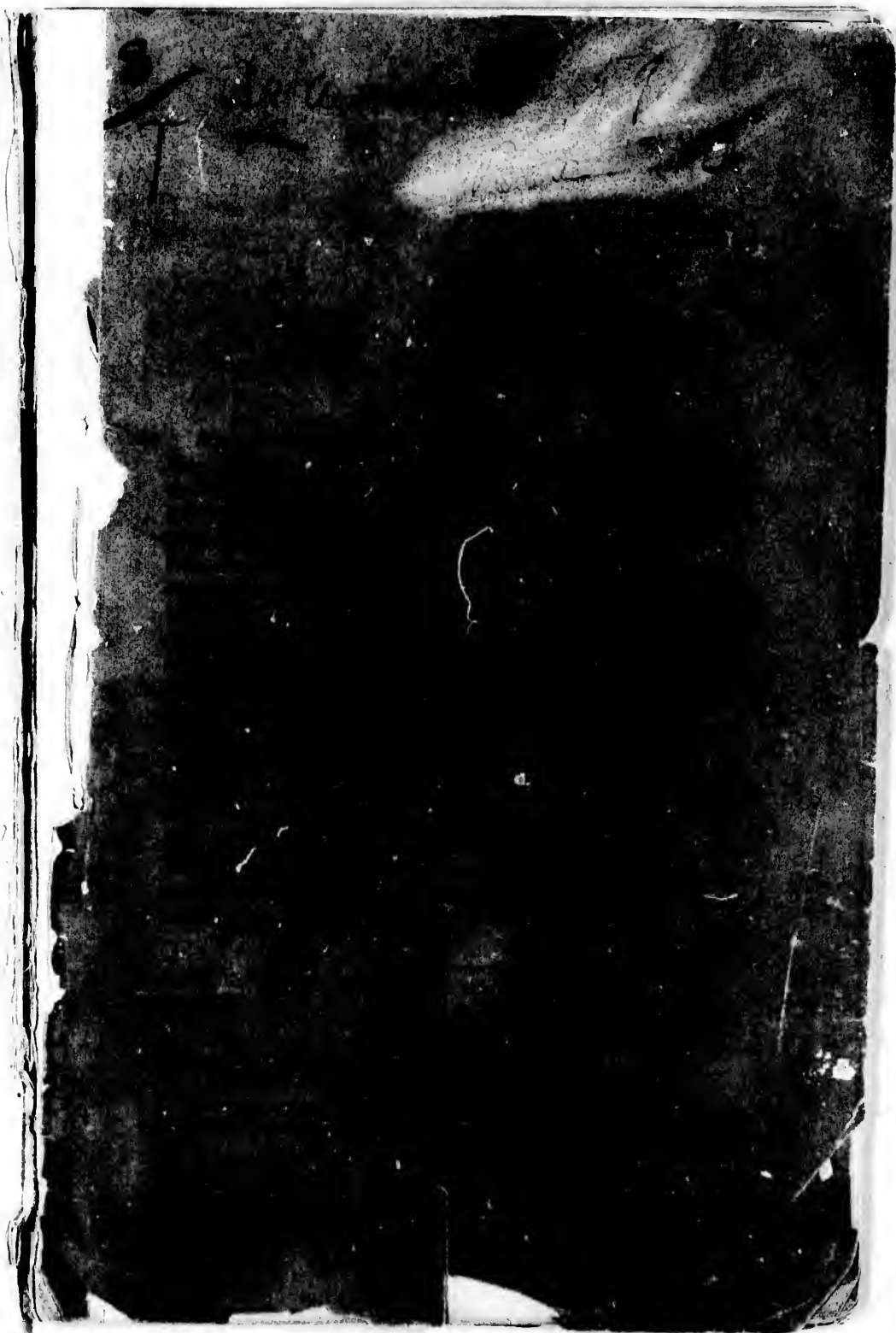
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of this city, and there are portions of the existing lines which could not be maintained without loss to the owners if the Press patronage should be withdrawn or materially curtailed.

In view of these facts, the American Company, owning or controlling the lines west of the Nova Scotia boundary cannot view with indifference the recent unofficial notice given to us to the effect that your company have put an end to the arrangements with the Associated Press. The New York Associated Press is composed of all the leading newspaper publishers in this city—gentlemen of honor and perfectly responsible for all their pecuniary liabilities. We are well informed in regard to their arrangements for distributing the European news to the public, and we have good reason to know that all their dealings in connection therewith are in the highest degree prompt and liberal, and conducted upon the most honorable principles. We, therefore, as guardians of our own property, and, to some extent, of the interests of the business public, cannot consent willingly to see the arrangements which have subsisted for the past ten years between the Eastern lines and the Associated Press, broken up without adequate reason.

It is currently reported here and at Boston, by parties believed to be in the confidence of prominent members of your company, that you have made secret and exclusive arrangements with private parties, who are to be allowed, regardless of the time of actual delivery of news from the European steamers, to have the first use of your wires, for the same consideration as heretofore paid you by the Associated Press. Admitting the principle that the public have no concern in the news arrangements of the Nova Scotia Company, any connection with private parties whose object is of a speculative character, cannot fail to be ruinous to the lines in New Brunswick and in Maine, and we cannot but regard your action, if we are rightly informed, as exceedingly unwise and injurious to the best interests of the telegraph property, and unjust to the commercial public. If upon mature consideration, your company should be willing to throw your lines open to the whole public, upon the only true telegraph principle of *first come, first served*, and at one uniform rate of tariff, we shall be satisfied; and I am authorized to say that the Associated Press will also be satisfied. But we must protest against your breaking up the arrangement of the Associated Press for the purpose of favoring private parties, and we also emphatically protest against your making any arrangements whatever calculated to affect the interests of our company, whilst its lines are used as connecting links between New York and Halifax and Newfoundland, without giving us reasonable notice of your intentions.

Fully believing it to be alike our duty to ourselves and to the commercial public, we shall not fail to take all proper and legal measures to continue to serve the Associated Press with the earliest intelligence from Europe, and we respectfully but earnestly hope you will do likewise.

(Signed.) PETER COOPER, Pres't.

1697

(Tel.)

HALIFAX, May 6, 1859.

To PETER COOPER, Esq.,
 Prest. Am. Co., N. Y., and Prest. Nfld. Co.

Yours of 4th received. We have endeavored always faithfully to discharge our duty to the Associated Press. While under engagement with them we have refused large offers for the use of the wires. All went on well till, on certain news being received from a Cunard steamer bound to Halifax passing Newfoundland, the agent of the Associated Press refused to send or pay for the usual 3000 words from Halifax, on the ground that it was of no use. We declined such an argument on the ground that we had nothing to do with extraneous matters. All we had to do was to send, or to receive payment for, 3000 words on the arrival of the fortnightly steamer. But it seemed to be imagined by the Associated Press that our wires were to be shut up from others by the agreement, but that the Press was to use its own judgment as to the length and price of the message it would receive, which we did not look upon as fair. We remonstrated, but in vain. The messages sent to us, and to parties in immediate connection with us, which the agent must have known we would see, were most violent and abusive. The letter laid before us, by Mr. Hunter, which we presume was on the part of the Associated Press, was arrogant, dictatorial, and defiant. If his own, he made the very same offer to us, on his own account, which now, as recognised agent of the Associated Press, he pronounces illegal in another party. But he writes to us as though we were dependent on him for our existence. You must have been aware all along of the notice of termination, and could have acted accordingly. We cannot help thinking that the Associated Press have imagined that we should have to come to them suing for pardon and patronage. Such was never our intention; we would lose everything rather than our independence; and we also think that they now regret that they did not comply with our well-understood intention—that is, to agree to the payment of the \$150 fortnightly; had they so complied a fortnight ago, we should have given them the preference over every one for the sake of old acquaintance, even though, as I have said, the language of their agent and of others has not been over-polite. You protest against the breaking up of the arrangements with the Associated Press. It is we who protest against the Press for the rupture, unless you mean to join with those who tell us that we have no right to an opinion at all. Of our arrangements with others we cannot speak. If you have legal rights, enforce them. If you can ruin our company, do so. I am largely interested in it, and I will see the whole of it sunk in the sea before I will receive favors flung at me contemptuously. I fancy the rest of the shareholders have the same feeling. If you publish any complaints of us, please to send me a paper containing them, and I think we shall be able to justify ourselves before the public.

We understand that the message sent by the agent of the United States Associated Press was stopped at Sackville by your operators, until the message of the New York Associated Press had reached that office by Express and been sent over the wires. We give you notice that, should

such a thing occur again, we shall immediately cut off all connection of every kind at Sackville, and it was a great piece of forbearance that we did not take that step yesterday.

JAS. C. COGSWELL, *Pres. N. S. Co.*

(Tel.)

NEW YORK, May 7, 1859.

P. COOPER, PREST. AM. TEL. CO.,
TO PREST. N. S. TEL. CO.

Your message received. Please send us a statement of all the facts by mail.

And oblige, yours truly,

PETER COOPER, *Pres.*

HALIFAX, May 10, 1859.

LETTER FROM J. C. COGSWELL TO PETER COOPER, Esq., *Pres. Am. and N. F. Company.*

SIR,—In accordance with the request in your telegram of the 7th I have to make the following remarks :

The original agreement with the Associated Press was made in 1850 by the Government of Nova Scotia, and under it the Press contracted to send over our wires 3000 words on the arrival of each regular mail steamer for the sum of \$75. The Government lines passed into the hands of the Company, and, in November, 1853, notice was given to the Associated Press that the price of news would be raised. After some negotiation and some complaint on the part of the Press the terms were agreed upon. In the letter from the Associated Press consenting to pay the \$150, one special proposition, made by themselves, was, that six months' notice of termination should be given.

All went on well enough till in July, 1858, the Cunard steamship *Europa* passed Newfoundland, and news received there by her was sent to New York. On the arrival of the *Europa* at Halifax, soon after, the Press agent refused to send the usual 3000 words on the ground that it had lost its value. The same thing has occurred twice or thrice, since,—the Press refusing to pay—our Company claiming the full amount.

We conceive ourselves justified in so claiming on the simple ground that, by its agreement, the Press *contracted to send 3000 words* upon the arrival of the Cunard steamers, and under that contract we have always faithfully held our wires at their disposal. We have refused large offers for preferential messages, holding ourselves bound to Mr. Craig. We had nothing to do with anything outside the agreement. Immediately that either party found it expedient so to act, notice of termination could be given. You will observe that according to Mr. Craig's statement in his affidavit, made at Boston, dated at New York 14th of

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February last, the construction of the Nova Scotia telegraph was based upon the sending of the Press messages. But, according to *his* version of matters, he might, the month after the Nova Scotia lines had been built, have refused to send the 3000 words upon the ground that, in some other way, he had obtained the news, and that, to use his own expression, it was "stale." We do not look upon it in that light. A one-sided bargain is not generally considered fair. A tenant cannot leave a house immediately that he finds one at a lower rent or that suits him better, nor can a landlord eject a tenant immediately that a better one presents himself. On the same principle we said to the Associated Press, "We are ready to fulfill our part of the bargain; do you fulfill yours. If you are dissatisfied with it, give notice, and let the arrangement be concluded." On the 12th October 1858, Mr. Craig did give notice that "After the 1st May, 1859, the Associated Press would not pay more than the ordinary tolls or rates of tariff charged to the public, for the details of news by any steamer at Halifax that may have been anticipated wholly or in part by arrivals at Newfoundland or elsewhere;" upon the receipt of which letter we gave general notice of the termination of the contract.

The Nova Scotia Company protest against the terms which have been applied to them by Mr Craig and others both in public and in private, in the press and in letters. No harsh words have ever been used by us in our communications, but we have simply stood upon what we conceived to be our rights. We have ever been determined to stand before you as equals, giving full value for all that we receive. We conceive that we have a right to ask our own prices for our own wares, and, as the value of these wares increases, we are justified in increasing the price. We have as much right to ask \$100 or \$1000 for the use of our wires under peculiar circumstances, as the owner of a few feet of land in the Fifth Avenue has to ask \$100,000 for that which he would, twenty years ago, have sold for five. In this instance, however, we have not raised the price. We have been willing to continue the old arrangement. Mr. Craig has violated the contract, and, by way of preventing any chance of amicable re-arrangement, has used language such as no gentleman should receive or give. I enclose you a number of his telegrams, as also Mr. Hunter's proposition. Some of those sent to Mr. Gisborne, and by him shewn to us, when here, were even worse, if possible; and, though Mr. Craig may say that they were private, still they shew his style, and, coupled with those sent to us, stamp him as a person not likely to be a pleasant correspondent. That addressed to Mr. Bolton, one of the Executive Committee, was also directed to be sent to our Secretary, in order that by no chance we should miss seeing it. He was here for some time in the early part of the news arrangement, and the reputation he has left behind him is not such as you or I would like to bear.

You complain in your telegram of want of notice. I assure you that it never occurred to us that such notice was in any way required. Our arrangements were with the Associated Press, and when those arrangements were broken off it was for them to notify third parties. We should have had no objection to give you such notice had we thought it neces-

sary. But the intimate connection which, by your own statement, has subsisted between you and the Associated Press, seems to render the matter of notice a mere piece of ceremony. If you really were ignorant I regret it. A few words from you, in the tone of your telegram, instead of the dictatorial and defiant language of Mr. Craig and Mr. Hunter, might have changed the state of affairs. We cannot help thinking here that both the company and Mr. Craig thought we were at his mercy and should have to submit to his own terms, not believing that any one else would offer to take his place, nor seeming to understand that should such be the case we would far prefer honorable independence with poverty to dishonorable submission at any price. The history of your own country, of which you are so justly proud, might have suggested to you that we might possibly choose the former.

A word in conclusion as to the Newfoundland Company, of which you are also President; I am not about to enter into a long story, but I will simply say that the manner in which your agent here endeavored to obtain an exclusive charter from our Legislature for the Atlantic telegraph—in violation of our rights—did not tend to produce a very warm feeling of friendship. We were not consulted; our existence was ignored, until it was found that our co-operation was necessary. We maintained our principles and our independence, and, as regards the correctness of the first, I should like to see laid upon the table of our Legislature, now when matters are better understood, such a bill as your agent endeavored to obtain in 1857,—or rather I should be curious to see how long it would remain there. I do not think our company would trouble themselves to ask what had become of it.

Considering all these matters, I am not surprised, although I regret, that a rupture has occurred. We cannot consider ourselves as to blame. I repeat that we should always have been willing to continue the arrangement of 1853, and have given the Associated Press of N. York the preference over all others; but we must now lay the blame of disturbance upon others, and, when reason requires, we shall ask the public fearlessly to decide between us.

(Then follows a paragraph not bearing on this question.)

I have the honor to be,

Your obedient servant,

JAS. C. COGSWELL.

[Enclosures referred to in above Letter.]

(1.)

EXTRACT FROM A LETTER OF THE EXECUTIVE COMMITTEE OF THE N. S. TELEGRAPH CO., TO D. H. CRAIG, DATED NOV. 16, 1853.

I am instructed by the Executive Committee to give notice that upon the close of the current year, they cannot continue to send the steamer's despatch to the Associated Press upon the terms on which it is now sent. This preferential despatch monopolizes the trunk line of the Company usually about half a day, thus wholly excluding, during

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that time, other business which the Executive Committee believe would be more profitable to the Company. Moreover, under the present arrangement, the Company does not get paid for this despatch in proportion to their share of the labor and trouble, as compared with other Companies over whose lines the despatch passes. In point of fact, the Nova Scotia Company has nearly *all the labor and trouble* of transmitting this despatch, but gets the *smallest portion* of the pay. Under all the circumstances, the Committee consider that they cannot, after the commencement of the incoming year, continue to send a preferential despatch to the Associated Press, on the arrival of the English steamer, at a less rate than one hundred and fifty dollars for each despatch of 3000 words. The sum at present received is not a remuneration to the company for sending such a despatch. Other parties are willing to give the greater sum for the preference now allowed to the Associated Press, but the Committee wish to give that Association the option of accepting or rejecting these terms. In order to shew you that the demand of the Executive Committee is not an unreasonable one, I may add that a thousand dollars (\$1000) has been offered this Company for the preferential use of the wires which the Associated Press now has, on the arrival of each steamer.

If the Associated Press will consent to pay the sum named (\$150), the Executive Committee are willing to let the other arrangements remain as at present. The Executive Committee would thank you to let them have the decision of the Association as soon as possible.

(Signed)

P. S. HAMILTON,
Secretary.

(2)

APRIL 8, 1859.

COPY OF LETTER FROM J. HUNTER TO THE EXECUTIVE COMMITTEE OF
THE N. S. ELECTRIC TELEGRAPH COMPANY.

Gentlemen,—Your arrangement with the Associated Press having fallen to the ground, and it being the intention of that Association not only not to renew it, but to *refrain from sending any news whatever over your lines*, I beg (referring to correspondence of the 1st) to submit to you the following proposal. My offer, in the first instance, will take one of two shapes, namely—

First, I offer to renew, on my own behalf, the agreement which existed between your Company and the Associated Press prior to the 19th December, 1853; or, secondly, I offer, immediately on the arrival of every steamer bringing to this port intelligence from Europe, to send by telegraph from Halifax to Sackville from 1000 to 3000 words at ordinary rates of toll, and, in addition, to give twenty dollars per steamer for the privilege of having my said despatches placed at once upon your wires and transmitted without interruption till completed, as soon as handed into your office.

I apprehend the company has no right to refuse to transmit any despatch in the order in which it is handed to your operators—even with-

out premium. The terms named are therefore inclusive of compensation for retaining your offices open at other than business hours. Allow me to point out to your committee that the case for your decision is pretty much limited to the question, "Shall we receive Hunter's business, or get none?" That is to say, in the event of my offer being rejected, *no news whatever will pass over your wires to the American press.* Permit me likewise to mention that (although I am not specially authorized to say so) it is probable that the private business of Mr. Richard Stuart of Liverpool, amounting in the gross to £800 per ann., will in like manner cease to be transmitted over your lines. Further, that arrangements to dispense with transmission over your wires being already completed and ready to come into operation on the 1st of May, any expectation to make up for the loss of the Associated Press payments by your entering into new news arrangements, or by depending on the transmission of speculative despatches at fancy prices, will certainly prove fallacious. Moreover, your company cannot wish to appear before the public in the light of an ally and sharer in the spoils of speculators. The standing of the gentlemen composing your committee forbids such a supposition—were the additional reason wanting that certain parties are only awaiting to discover your company in some such false position to carry out certain projects respecting which legal opinions are already in their hands.

Your committee will please be aware that I mention these facts with due respect, and in the nature of an explanation only.

Meantime, I remain,
Your very obedient servant,
JOHN HUNTER.

(3.)

NEW YORK, April 25, 1859.

(Tel.)

D. H. CRAIG TO J. HOYT.

Your despatch received. We decline to accept the interpretation of your committee. All our arrangements are made for entering into competition with the public, and we have no fear as to the result. We shall present to your office a report of one to three hundred words on the arrival of the steamer, and we expect that it will be sent ahead of everything that comes after it, and if not so sent at least try hard to find the cause; full report will be expressed and sent thence by telegraph, as the shameful conduct of your company does not entitle them to expect anything more from us than we can well avoid giving them. We have no favors to ask, and none to give, and least of all do we want any extension of peace. Your committee are resolved, as we have been given to understand they are, to force us into a fight. Mr. Hunter has full authority to act for us, and we shall cheerfully be bound by his acts. We have no distrust of our power to protect our own interests, and now as ever defy the crowd to head us off in any legitimate enterprise. Show to Hunter.

D. H. CRAIG.

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The above was in reply to telegram which the committee sent to Mr. Craig through the Chief Operator, stating that as the steamer left Liverpool on the 23d April they did not consider the news by her shut out, and asking if he wished it forwarded. On the foregoing reply being submitted to the President of the Nova Scotia Telegraph Company the following answer to it was sent:

(4.)

APRIL 27, 1859.

(Tel.)
J. C. COGSWELL, Prest., to D. H. CRAIG.

The message sent you was in courtesy, not in defiance. We merely meant to give you an additional steamer's news, if you claimed it under the circumstances. The contract ended on the 1st May; the steamer would leave before that date, but would not arrive here till afterwards, and there might be a question which we wished to avoid. Your language is unnecessarily coarse upon all occasions. If you have rights stand up for them and nobody will blame you, but please to use such terms as gentlemen may listen to without being insulted.

JAS. C. COGSWELL.

(5.)

NEW YORK, April 28, 1859.

(Tel.)
D. H. CRAIG to J. C. COGSWELL.

Not having addressed any communication to you or any member of your committee, I am surprised at your uncalled for and grossly insulting message just received. I beg you will give yourself no uneasiness about our business or our rights as we feel quite able to manage the former and defend the latter.

D. H. CRAIG, *Agent Ass'd Press.*

(6.)

APRIL 28, 1859.

(Tel.)
J. C. COGSWELL to D. H. CRAIG.

My message was intended for anything but insult. When occasion requires I shall be prepared to place a copy of it beside yours to me and others, and leave the public to decide. But I have no more to say to you. If you like your own style adhere to it.

JAS. C. COGSWELL.

(7.)

NEW YORK, April 29, 1859.

D. H. CRAIG to J. C. COGSWELL.

Your message received. I assure you that I never addressed a communication to you nor wrote one for your eye before yesterday, and am

as far from designing or wishing to insult you as you can be from intending to insult me; you can, therefore, judge of my astonishment at the tone of your message of yesterday, as I consider my style perfectly respectable and courteous; you may rest assured that I shall adhere to ~~and~~ successfully defend it.

D. H. CRAIG.

(8.)

HALIFAX, April 29, 1859.

J. C. COGSWELL to D. H. CRAIG.

Your message to Hoyt, bearing on the general interests of the company, was, as a matter of course, shewn to me as President. Other messages from you, rather violent in their language, had been shewn to me also. I am prepared to expect opposition, and never object to it. But I wished to request of you, in any remarks you might make, that would be laid before the committee, to be moderate in your language, no matter how strong the hostility. You have never received discourtesy from us in language, however you may dislike our policy. We had better now let the matter drop.

J. C. COGSWELL.

(9.)

NEW YORK, May 3, 1859.

(Tel.)

D. H. CRAIG to J. C. COGSWELL, Prest. N. S. T. Co.

We are accustomed to deal with telegraph gentlemen who are above the despicable tricks we have reason to believe you and your associates are about to resort to. ~~in a~~ vain effort to injure an association to which Nova Scotia owes its telegraph connection with New York, and which has been, as it is now, the chief reliance of lines in New Brunswick and Maine for the payment of their necessary working expenses. The Government of Nova Scotia from 1849 to 1852 demanded from us only seventy-five dollars for transmitting 3000 words from Halifax to Sackville, but no sooner had your company got control of the government lines than you doubled your rates of tariff and compelled us to pay one hundred and fifty dollars, or three or four times the rates charged to the public. Even this imposition we submitted to until you recently attempted to compel us to pay these extortionate rates for stale news, news that had been anticipated via Newfoundland, but we were even disposed to allow ourselves to be fleeced by you for the stale news provided you would pass over your lines a brief free despatch of news by steamers bound to Halifax whenever the same should be obtained off Cape Race; this you assented to for a while, but in a moment of folly you allowed yourselves to be seduced into the attempted trickeries of a set of unprincipled knaves, and, hoping to force off your dilapidated lines upon the American company, or compel us to submit to still greater extortions, you gave us notice that you would put an end to all special arrangements

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for sending the European news on the 1st May instant. To your determination on this point we have made no objection and have none to make. Your assertion that you broke off with us because we would not act harmoniously or because of any improper or discourteous language to you is entirely destitute of truth as what I have before stated proves conclusively. It strikes me that gentlemen of honor occupying the highly responsible position you and your associates do, would hardly stoop to the trickery you openly acknowledge to be your future management of your lines; for ourselves we scorn to follow your base example. Our arrangements are now, as they before have been, open and above board. We shall endeavour to place the steamers news in your office in advance of all other parties for the future as we have done for the past ten years, and we expect that you will send it ahead. We have no favors to ask of you, and would scorn to accept from a telegraph company so lost to every sense of decency as to declare publicly, at least in effect, that it will discard all honorable and open rules and usages, known among telegraphers, and resort to trickery and the Peter Funk game. In conclusion I will say that we ask only for justice and fair and open competition, this we shall try to secure even from you and your company, and if we fail utterly it will be some time hence and not until we shall have exhausted every legal and business expedient open to us.

D. H. CRAIG

Note to Mr. Cooper

[The foregoing was answered by merely acknowledging receipt of it, by telegraph, and more fully in Mr. Cogswell's letter of 2nd instant to Mr. Craig, which he is at liberty to show you if agreeable. As specimens of Mr. Craig's style, which he considers "*courteous and respectable*," &c., the following telegrams from him are submitted.]

(10.)

(Tel.)

NEW YORK, Jan. 2, 1859.

D. H. CRAIG to F. N. GISBORNE.

One of the Fog Smith thieves has reported that you have assured your Boston friends that the Newfoundland company have violated their contract with the Nova Scotia company, and that the agreement of 1855 has been superceded. Now you and the stupid people who are putting you forward to make a fool of yourself, know that that statement of yours is a base lie and you may be sure that the Boston people have now got their eyes open and will not take your word or More's. So come down with your documents. Fog Smith has been here several days, and is trying hard to have American company take his Boston line. Fred. you are surely and most damnably fooled.

D. H. CRAIG.

(11.)

NEW YORK, Jan. 7, 1859.

(Tel.)
D. H. CRAIG to THOS. BOLTON. *One of Exec Committee N S Tel Co*

Gisborne will not get a favorable report from the Boston committee, but even if he should he could not raise ten thousand dollars there, or one thousand here, if his life depended upon it. Your directors are surely humbugged by Gisborne and that vile scoundrel trickster Fog Smith. I pledge you my honor this is true. The committee of the Magnetic company, south, have agreed with regard to consolidation, and a stockholders meeting is called for next Friday week to confirm the doings of the committee; every telegraph company in the country, therefore, except only the Fog Smith line, between New York and Boston, are virtually united in opposition to your company and Gisborne, and your company will surely be ruined if it does not change its course with regard to the American and Newfoundland companies.

D. H. CRAIG.

(12.)

NEW YORK, Jan. 8, 1859.

(Tel.)
D. H. CRAIG to F. N. GISBORNE and WISWELL.

The telegraph convention adjourned to-day; everything passed off harmoniously, and the consolidation of the magnetic and other southern lines with the American was consummated, so far as the president and directors of the several companies could effect it. Your dear friend Fog Smith has offered terms which will probably lead to a surrender of the union line to the American company; now you see that you have been damnably fooled. You and the Nova Scotia company have been humbugged I should think to your hearts content.

D. H. CRAIG.

(13.)

NEW YORK, April 6, 1859.

(Tel.)
D. H. CRAIG to THOS. BOLTON.

(Drop to WISWELL.)

The Fog Smith, Gisborne, and Tobey would-be swindlers have been kicked out of the Senate of Massachusetts with all their bogus bills. Fog Smith offered to sell out and his offer has been accepted, and all the lines east and south will pass under the control of the American company as soon as the papers can be drawn up. I think even the stupid people in Halifax will get their eyes open to the scoundrelly conduct of Gisborne and company bye and bye.

D. H. CRAIG.

(End of Enclosures.)

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NEW YORK, May 19, 1859.

PETER COOPER to J. C. COGSWELL.

Your letter of 10th instant received. I do not wonder that you have been provoked. I earnestly urge you, however, to draw a proper distinction between the just rights of the public and the demands of private individuals. Your letter will be submitted to the directors and answered by mail.

PETER COOPER.

(Letter.)

HALIFAX, April 30, 1859.

W. H. WISWELL to JOHN HUNTER.

Sir,—In answer to your last letter of the 29th inst., as also to several preceding ones I am directed to reply as follows:

Your communication of the 8th instant (being in extension of that of the 1st, which simply requested information as to our being open to an offer) was duly laid before the executive committee. They were perfectly prepared before receiving it to meet you in a candid and business like spirit, making, of course, the best terms they could, without being too exacting. In fact, they would undoubtedly have consented to the very same arrangements as they consider had previously existed between them and the New York Associated Press, but which the latter to a certain extent, disputed. In consequence of the dispute the committee terminated the contract. Your letter of the 8th inst., with enclosures, however, is couched in such terms that the committee would hardly consent to entertain it for an instant. It was threatening and dictatorial and its tone would have been bad enough at the close of a hostile correspondence instead of being the commencement of a professedly friendly one.

We were told that should your offer be rejected "no news whatever should pass over our wires to the American press," that Mr. Stuart's Liverpool business should cease, and that arrangements to dispense with transmission over our wires being already completed any expectation to make up for the loss of the Associated Press payments, &c., would certainly prove fallacious, and a hint was then thrown out that, did we not submit to your terms, we must be intending to share in the "spoils of speculators." From a correspondence opening in such a spirit on your side the committee did not anticipate much. As gentlemen and men of ordinary spirit they could not consent to deal with parties holding such language.

The telegraphic messages from Mr. Craig which were laid before the committee were also so harsh and inimical that it was felt to be impossible to hope for any satisfactory arrangement with him, and, therefore, the subject was put out of sight. All these messages set us at defiance, speak with taunt and contempt of our opposition, and hardly condescend to treat us as men of ordinary feeling.

Mr. Craig's letter of the 18th, which you only laid before the committee on the 29th, is very differently worded—courteous in its tone and unexceptionable in its requirements. Had all the proceedings been conducted in that style the result would probably have been very different.

As to your remarks about our not being allowed to enter into arrangements with other parties, for sending preferential despatches, the committee hardly understand them. You yourself, personally, and also on behalf of Mr. Craig, make ~~this~~ a proposition for transmission of such preferential despatches. Such preference has been given to the New York Associated Press for years. It was given by the Government of Nova Scotia, when it owned the lines, and was continued by the company on its assumption of the rights and liabilities of the government. It seems strange that you should now hint at contesting the legality of proceedings which you and your friends have participated in for a great length of time, which you yourself and Mr. Craig have offered to renew, and the principal objection to which, therefore, seems to be, that they are to be enjoyed by others

I have the honor to be, &c.,

W. H. WISWELL, *Sec'y.*

NEW YORK, April 18th, 1859.

LETTER FROM D. H. CRAIG TO THE PRESIDENT OF THE N. S. ELECTRIC TELEGRAPH COMPANY, HALIFAX.

Sir: This note will be handed to you by Mr. John Hunter, who has to-day been appointed our Agent and Correspondent at Halifax, from and after the first of May next.

Mr. Hunter has full authority to act for us in relation to all telegraph and other news business, and we trust that you, your officers and employees will extend to Mr. Hunter such facilities and courtesies as are usual and proper to the patrons of your lines.

As your Company has seen fit to dissolve and put an end to all special arrangements with us, from and after the first of May, we cheerfully acquiesce in your decision, and have made such arrangements as will enable us to compete, we trust successfully, with the public in the delivery of the European News at your office. Presuming that the rule will be, "first come, first served," we have no right to ask anything more, and of course you will not expect us to submit to anything less?

Very respectfully, &c

D. H. CRAIG,
Genl. Agt. N. Y. Assd. Press.

(Letter.)

HALIFAX, 2nd May, 1859.

W. H. WISWELL TO D. H. CRAIG.

Sir: A letter from you to the President of the Nova Scotia Company, dated 18th inst., has been laid before the Executive Committee by Mr. Hunter, together with some propositions from Mr. Hunter himself upon the subject referred to in that letter.

It is to be regretted that that communication or one similar in tone

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had not been sooner made. But the style of the proposition first made to us by Mr. Hunter and of the telegraphic communications to our operators and other parties was such that it could not be expected that the Company should look favorably upon them. On the 25th we telegraphed to you in perfect good will that should you wish to continue the arrangement legally terminated on the first May for one message more under the peculiar circumstances of the case, to prevent any dispute we should consider the lines at your service. To that message Mr. Hoyt received, and of course, as you must have expected, laid before the Committee, a reply so violent and harsh that we think you must have formed a strange opinion of us if you imagined that we could feel disposed to go out of our way to accommodate you. We regret extremely that business matters cannot be settled, when controversies arise, without having recourse to hard language.

As to the "shameful conduct" of our Company we cannot see wherein we have been so guilty. Our bargain with you was a very simple one. When a Cunard Steamer arrived we were to send on so many words at such a price. That agreement with you shut us out from every offer. We acted honestly and fairly and refused large sums for preferential use of the wires. At length a Cunard Steamer is intercepted off Newfoundland and because you get all the news you want by her, you tell us that the residue of the news despatch will not be paid for on the same terms. In answer we simply told you that such a state of things would be one-sided. You would have complained if we had broken our part of the contract if it had suited us, and the remedy in all such cases was expressly provided should either party find that a better bargain could be made—six months notice would terminate the contract. You might have given it but did not. We therefore did—and that you call shameful conduct, besides denouncing us in no measured terms in a Boston paper intended for very great circulation. You have continually talked as though it was a very great favor and condescension on your part to pay us such a sum not allowing us to hint that the obligation was mutual. When we endeavor to prove that we think so by telling you that we want it no longer your indignation seems to know no bounds. You "have no favors to ask, none to give, and least of all do you want any extension of peace." Three days after this message we receive your letter of the 18th with a note from Mr. Hunter, much more courteous than your first communication, using language of the most unobjectionable kind. As already remarked it is to be regretted that you had not always observed a style of communication which ~~would~~ have disarmed hostilities and led to most amicable arrangements. *would*

Mr. Hunter's letter to us of the 1st April, as also your telegram of the 25th above alluded to, seem to allude to something threatening to us and to any with whom we may dare to have dealings. We hardly understand you. You have for many years had the preferential use of our wires and therefore it hardly computes with fairness that you should object to our continuing the system with others. What your intentions may be we cannot imagine. Certain threats followed by certain facts may have an injurious effect upon the opinion of the public.

It is because we look upon the telegraph as a great commercial engine

and public concern that we are willing to risk the loss of dividends rather than submit to the dictation of one. Had we looked only to the former we might have been alarmed at the prospect of withdrawal of your favors. But though not receiving much return from the telegraph as a speculation we could not consent to yield our independence and be treated as though our opinions were not worth consulting. When the time requires it we shall lay before the public our proceedings, we shall let the world see and hear what we have done, the communications which have passed between you and us and the tone which has been assumed towards us, and we shall ask the public whether they would have respected us, whether we could have respected ourselves had we quietly permitted ourselves to be driven into a contract with parties whose treatment of us has been such as has been described.

It is with extreme regret that the Nova Scotia Company terminate an agreement of so long standing. A few courteous words on your part and a conciliatory disposition on the part of your agent would have prevented the rupture. But we ask of you to turn to a few of your messages upon the subject, especially that of the 28th, and to see Mr. Hunter's letter of the 8th April, and to consider how you would have acted yourself had our positions been reversed.

I am Sir, yours &c.

W. H. WISWELL, Sec'y.

(Tel.)

NEW YORK, May 2, 1859.

D. H. CRAIG to J. C. COGSWELL.

It has been intimated to us by parties intimate with prominent members of your company, and professing to know your views, that you will exclude our agent's report of steamer's news from passing over your wires, until after the news shall have been forwarded by other parties. Is this your intention? If you propose to adopt any peculiar rules affecting our interests, will you favor us with proper notice of the same, and apprise our agent, Mr. Hunter, with all such rules?

D. H. CRAIG, *Gen. Agent Ass. Press.*

(Tel.)

HALIFAX, May 3, 1859.

J. C. COGSWELL to D. H. CRAIG.

Do you think it reasonable to ask us to inform you of all our arrangements. We have not enquired concerning yours. When we found that you would not act harmoniously with us, but persisted in hostility, and in using abusive language concerning us hard to be borne, we simply said good-bye to you. We must leave you to discover our intentions from our acts. You will, I think, find them all legal and born out by the very best precedent.

JAS. C. COGSWELL.

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(Copy of a Letter and Enclosure omitted at page 8.)

HALIFAX, April 8, 1859.

J. HUNTER to the SECRETARY of the N. S. TEL. CO.

Dear Sir,—Yours of to-day's date received. As a portion of the communication to which it refers rests on my assertion, I enclose three telegraphic despatches, which please bring to the notice of the Executive Committee,—who, I have no doubt, will give my offer a just and candid consideration.

I am, dear sir,

Your obedient servant,

JOHN HUNTER.

The following is a copy of one of the enclosures above referred to :

D. H. CRAIG to JOHN HUNTER.

Your communication received. We expect to continue the same payments as heretofore from Sackville to New York, but we cannot consent to pay for Halifax line over 75 dollars when news is fresh, and ordinary rates when anticipated at Cape Race. We have made arrangements for competing with the crowd, and care not a straw for Gisborne or any other humbug. We neither expect nor desire any special business arrangements with Halifax line after the 1st May, but would purchase the news from you at Sackville at above rates; but we will have nothing to do with any party that co-operates with Gisborne.

D. H. CRAIG, *Gen. Agent N. Y. Ass. Press.*

(Tel.)

NEW YORK, May 13, 1859.

W. H. ABEL to J. C. COGSWELL.

Your despatch of 7th inst. is received, and has been laid before the Directors of the American Telegraph Company. In view of the large public interests involved in the unfortunate difficulty, the Directors have adopted the following resolutions:—

“*Whereas*, it is represented to this Board, that the Nova Scotia Telegraph Company have given the preference in the despatch of steamer's news to special parties, in violation of the cardinal principle of telegraphing—first come, first served,—

“*Therefore, resolved*, First, that the superintendent of the 1st division of the American line be instructed to detail a tried and faithful agent to the telegraph office, whose duty it shall be to report to the agent at Sackville that the steamer's news have been forwarded for the party who first tenders it at the office at Halifax, and until such report is received at Sackville no steamer's news shall be transmitted over the American lines, unless it shall be delivered at the office at Sackville by other means of transmission than the telegraph line from Halifax.

“ *Resolved*, Second, that the object of the above resolution is solely to secure to the public at large the benefit of the steamer's news in advance of speculators, in accordance with section 12, chapter 265, of the laws of the State of New York, 71st session, passed April 12, 1848, as follows :—‘ It shall likewise be the duty of every such owner or association to transmit all despatches in the order in which they are received, under the like, one hundred dollars to be received with costs of suit by the person or persons whose despatch is postponed out of its regular order as herein prescribed ; provided, however, that arrangements may be made with the proprietors or publishers of newspapers for the transmission, for the purpose of publication, of intelligence of a general and public interest, of its regular order.’ ”

The Directors instruct me to request that you will direct their agent to be received at the office at Halifax, in order that these resolutions may be carried into effect. We assure you that we entertain the most kindly feeling towards your company, and regret that it has become necessary to adopt any regulations in order to protect the public interests.

W. H. ABEL, *Sec. pro tem, Am. Tel. Co.*

(Tel.)

HALIFAX, May 16, 1859.

W. H. WISWELL to W. H. ABEL.

Your request is a very singular one. Would you permit an agent of ours to sit in your chief office to superintend and report upon your proceedings? We think not; and we must decline your request as unreasonable.

W. H. WISWELL, *Sec. N. S. Tel. Co.*

(Tel.)

NEW YORK, May 17, 1859

W. H. ABEL to W. H. WISWELL, *Sec'y N. S. Tel. Co.*

Your despatch of 16th inst. is received. By the laws of this State and the settled practice of telegraph companies, the press are fairly entitled to the preference in obtaining the steamer's news, in order that speculators may not operate at the expense of the public. It is alleged, and you do not deny, that you have agreed to give a preference in the transmission of the foreign news to a private party; this arrangement is not only unreasonable but unjust, and it is rendered particularly objectionable at this time, by the excited and interesting state of foreign affairs. If this company should transmit such a despatch in advance of the public news it would become a participator in the wrong, hence the request was made to be allowed to place a tried and faithful agent in your office to see that public news are first despatched over your lines before private despatches are allowed to be transmitted. This request, so far from being unreasonable, is only the reasonable and natu-

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ral consequence of your prior unreasonable action, in availing yourselves of your local position at the end of forty thousand miles of telegraph lines, to place the foreign news, in which all the lines have an equal interest, under the control of any private parties to whom you may see fit to sell so valuable a privilege, without consulting or obtaining the consent of the other companies, who are bound in honor to see that the telegraph is not perverted to private speculation. When you return to, or establish, a system by which the public interests are properly guarded this company will withdraw its request, and, in the meantime, beg to inform you that it will be perfectly agreeable to them for your company to detail an acceptable agent to exercise the same supervision in regard to foreign news in their office at Sackville as they ask at Halifax. Until the rights of the public are properly guarded you may be assured that the directors of this company will adhere to their action, sanctioned as it is by the law, and their plain duty to the public.

W. H. ABEL, *Secretary, pro tem.*

(Tel.)

HALIFAX, May 18, 1859.

W. H. WISWELL to W. H. ABEL.

Your message dated 17th received. You persist in mistaking our action. You have been told, repeatedly, that we did not break with the New York Associated Press until they violated the contract, and their agent and others connected with them used the most dictatorial and insulting language. Your charge against us as to speculation is most unfounded. Our committee are guiltless of any such intention. Had your company used its influence with the New York Associated Press to persuade them or their agent to abide by a well-understood arrangement which we have always honorably carried out in the face of high offers for a preference, or, at least, to speak in a courteous and business-like manner, we think that there would have been no difficulty. You now ask us to comply with your demands simply because you see that we are not in your power. We are glad to find that you at last recognize the superiority of our local position. We have always been aware of it, and take credit to ourselves for not having ever used it improperly or dishonestly. We have charged a reasonably high price, as all men of sense would have done, and then have been ready to fulfil our agreement. You, or the Associated Press, have not. The present course of action will probably continue, being consequent on your attempt to coerce us; the advantages to your interests appear doubtful. We cannot think ourselves amenable in any way to New York legislation, and no supervision of our office or details of its operations by strangers can be allowed on any pretext. Every honorable and reasonable courtesy will be extended to parties who display the same towards this company.

W. H. WISWELL, *Secretary.*

(Tel.)

New York, May 21, 1859.

W. H. ABEL to W. H. WISSWELL, Sec. N. S. Co.

Your despatch of 16th received. You mistake our ground. We complain that you will not transmit messages in the order in which they are tendered at your office. Will you agree to do so, and let the Associated Press take their chance on the only true telegraphic principle—first come, first served. Answer, please answer.

W. H. ABEL, *Secretary, pro tem.*

(Tel.)

Boston, May 21, 1859.

To JAMES C. COGSWELL, Esq.,

President of the N. S. Telegraph Co.,

Sir,—Your letter of the 10th instant to Peter Cooper, Esq., President of the American and the Newfoundland Telegraph Companies, with enclosed copies, is received; and, so far as the contents thereof relate to matters between your Company and the American, I am instructed by their Directors to say, "That they very much regret the events which have recently occurred to disturb the harmony hitherto existing between said companies—a harmony, the preservation of which, in their business relations, is necessary, not only for their own comfort and success, but indispensable in the performance of their duties to the public. That you have been annoyed by the telegrams, copies of which you sent us, we can readily understand, but you will do our company the justice to believe that they have neither been parties to these discourtesies, nor, until the receipt of your letter, were they aware of their existence; and, although they are well calculated to produce the asperity of feeling which seems to exist between your company and the newspaper press agent here, yet we cannot believe that your sense of right will make us responsible for the acts of a party over whom we have no control. Furthermore, the business interests of our respective companies are so connected and blended, especially in respect to the transmission of the foreign news despatch, that what is injurious and detrimental to one equally affects both. By the adoption, however, of a simple rule, it seems to us that all difficulties between ourselves or with the public may be at once disposed of. The rule with us, and we believe with all the telegraph companies in this country, is this, that "The first come, first served." This is the only fair and practicable rule that can be adopted, giving satisfaction to the public; whenever it has been departed from trouble has as surely followed. In the strife for precedence let superior activity, as in everything else, have its reward. In this view may we not hope you will readily concur, and your company at once return to this practical rule?"

These differences, we think you will agree with us in saying, should not exist, and, if not at once ended by the above suggestions, we should be happy to meet you at Boston, New York, or elsewhere, that we may confer together on a subject, the speedy adjustment of which is so im-

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portant to the interests of both ourselves and the public. The revenues of our respective lines, at best, are so meagre, that neither of us can afford to subject our companies to any unnecessary collision, resulting, as they always must, in more or less loss. In such controversies no benefit, in any event, can result to either company; nor can either of us, as the managers of this important means of communication, dedicated to the public use, justify ourselves to that public for these needless annoyances. On receipt of this let us hear from you.

Very respectfully yours,

H. O. ALDEN, *Vice-President.*

P. S.—This letter will be telegraphed you from Boston and then sent by Favor's Express. It is from New York.

(*Copy of a Circular of D. H. Craig.*)

OFFICE OF THE ASSOCIATED PRESS,

New York, May 10, 1859.

To the AGENT of the Ass. Press.

Dear Sir,—I do not think it at all necessary to make any public reply to the scandalous falsehoods of Johnson & Zubriski, and of their half dozen beggarly newspaper backers, who have been excluded from our news arrangements because of their inability to pay their weekly telegraph bills; but I comply with your request for a brief statement of our present troubles with the Nova Scotia telegraph managers.

The line to Halifax was built some ten years ago, for the special accommodation of the Associated Press of this city, as is evidenced by the fact, that, before the contractors would proceed to build the line, they exacted from the Association here a pledge that they would use the line for at least three thousand words on the arrival of every new regular steamer at Halifax. The rates agreed upon for us to pay to the Nova Scotia line from Halifax to Sackville (about one hundred and thirty miles), were about double the rates charged to the public, their proportion of the whole tolls amounting to seventy-five dollars for each dispatch. Thus, the only peculiarity of our arrangement with the Nova Scotia line was, we paid them about double the rates which they charged to the public, and we had a right to occupy the wires continuously from the moment our report reached the telegraph office until it was all sent through to this city. But, if other parties got their reports into the office in season to get them off before ours arrived, the line was at liberty to send them; and this actually happened on two occasions during the past ten years.

After the lines and the Associated Press had worked harmoniously together for two or three years, the present Nova Scotia Company bought up the lines in that province, and, although their charter expressly prohibited them from raising the rates of tariff previously established, they disregarded the law of their organization, and violated their agree-

ment with the Associated Press, by immediately increasing their charges to us from seventy-five dollars to one hundred and fifty dollars for each report of three thousand words. Our protests against this imposition were unheeded; and from that time up to the beginning of the present month we submitted to the extortion, and were even disposed to continue the arrangement, so far as relates to *real news*. But, the Nova Scotia Company, having imposed upon us once, thought they could do so with impunity a second time, and they therefore demanded that we should not only pay them one hundred and fifty dollars for sending three thousands words of *news* one hundred and thirty miles, but they actually insisted upon our paying this large sum for *stale news*—that is, news which had been anticipated by previous arrivals in New York, or elsewhere.

The Associated Press resisted this imposition; the majority of the Nova Scotia directors insisted upon their demands, and finally broke off all friendly relations with us. They are now trying, through Johnson and Zabriski and other poor tools, to coerce us into their measures; and this they hope to do by violating all honorable rules of telegraphing. Thus, our report of the Niagara's news was held back from nine o'clock, p. m., on the 4th inst., (Wednesday,) until the afternoon of the 5th, (Thursday,) while in the meantime they sent forward, from Halifax to Sackville, a despatch of that news for certain private speculators in Boston (but not to Johnson & Zabriski, as they falsely assert), *which despatch was handed to the Halifax operator from one to three hours after our despatch was in the operator's hands, with the tolls prepaid from that city to New York*. At the same time, they sent an impertinent message to the manager of the New Brunswick line, to the effect that no messages, public or private, should pass over the Nova Scotia wires until they (the directors) should receive special notice from the Boston speculator—an irresponsible individual connected with the Exchange News Room in that city—that he had received his report in full, and "all right."

True, in part, to their word, the Nova Scotia directors did actually hold back our report, and also all the other most important private messages by the Niagara, some fifteen hours, for which gross conduct the company have made themselves liable for heavy damages.

But schemes of villiany, however shrewdly laid, rarely succeed for any length of time; and this attempt of the Nova Scotia directors to fleece the public, in which they were strenuously seconded by a score or two of disreputable persons in and out of Halifax, was not an exception to the general rule. Their scheme resulted in a miserable failure, but not, as has been falsely charged by the discomfited gang of speculators, through any breach of good faith on the part of the telegraph company this side the Nova Scotia line, for I have the best reasons for knowing that the New Brunswick telegraphers had made no rules for the emergency, nor did they violate any old ones. The fact is, that ten hours before the advance despatch to the speculators had reached Sackville, the agent of the Associated Press at that place had occupied the wires this side of Sackville, and continued, uninterruptedly, to occupy them whilst they were in a condition to do business, until after he received and

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transmitted the press despatch of the Niagara's news to Boston and New York.

It is unnecessary now to say under what rule of the New Brunswick line the agent of the Associated Press will act on the arrival of future steamers at Halifax, but you and your friends may rest assured that no legitimate efforts will be wanting to protect the interests of the public, which, in this matter, are also the interests of the press.

I observe that the Nova Scotia directors call Johnson & Zabriski, rather facetiously, the agents of the United States Associated Press. But there is no man of common observation who does not know that this claim is destitute of every particle of truth. There is not a solvent newspaper between Halifax and New Orleans for which Johnson and Zabriski, John T. Smith, or any of that gang of adventurers, can fairly claim to act as agents. I know there are three or four journals whose editors, feeling dissatisfied with me because I choose to respect *general* interests instead of their *special* interests, would gladly break loose from all our arrangements, if they could do so safely; but I apprehend that the good time so long predicted by these gentlemen is now much further off than it appeared to them to be five or ten years ago; and the longer they live, I venture to hope, the better they will like us.

Mr. Johnson, as I suppose you already know, is a gentleman from Philadelphia, who for many years past *has lived by his wits*, and has, semi-annually, or as often as he could find a green-horn who would engage to pay his bills, started some immense news-reporting business for the special purpose of extinguishing the New York Associated Press, and blowing its agents out of their boots. These spasmodic efforts of that gentleman usually result in securing to him a neat tile, a glossy coat and shiny boots; and all goes on swimmingly as long as his (admitted) eloquence enables him to use the pockets of the verdant fools he entraps. But when they fairly get their eyes open, and find they are bankrupt, or in a fair way to become so, then there happens a serious collapse, and Mr. Johnson retires to the shady side of the Philadelphia small beer shops, until he can find some other youth who has more money than brains, when the same manipulations are gone through with, and in due time the same result is reached.

Thus it has been for eight or ten years past, and thus, I presume, it will be to the end of Mr. Johnson's natural life. In the meantime, the affairs of the Associated Press will go steadily onward, its agent caring no more for Mr. Johnson's, or Mr. Zabriski's, or Mr. J. T. Smith's opposition, than he would for a special bull of the Pope.

Very truly yours,

D. H. CRAIG.

The annexed communication from Peter Cooper, Esq., President of the American Telegraph Company, to the President of the Nova Scotia Telegraph Company, will enable you to form a correct idea of the views of gentlemen here whose position is such as to place their acts beyond even a suspicion of impropriety or unconcern for the true interests of the commercial public.

D. H. C.

[Here follows a copy of the telegram to Mr. Cogswell, which will be found on page 1.]

(Tel.)
 To H. O. ALDEN, Esq.,
 Vice-Prest. Am. Tel. Co.,

HALIFAX, May 23, 1859.

Your telegram of 21st received. In answer thereto I have to remark, that the discourtesy of Mr. Craig has a very great deal to do with the matter. We know nothing, speaking in a business way, of your company, save that it has a line connecting with ours at Sackville, and we must protect our own interests and independence. With the Associated Press we had a contract which we were ready faithfully to fulfil, but which they violated, and then the contract was brought to a close. During the six months from notice you must have been aware of the fact, and you should then have used your exertions to make a new amicable arrangement. We were ready to abide by, what we still are prepared to assert before the world was the equitable reading of the contract. But we have been met with nothing but domineering language and vulgar threats. Accordingly we made a new contract with other parties, and the only course that I can recommend you to pursue is to purchase that contract. We shall be ready, for the sake of the public, to do business as before with the Associated Press upon what we maintain are the old terms, i. e., \$150 for 3000 words by each fortnightly steamer at Halifax—no matter whether received previously at Newfoundland or not. Your talk of good feeling to us seems strange, and stranger still your request "that we would do your company the justice to believe that they have not been parties to Mr. Craig's discourtesies," when I look at a circular from Mr. Craig, dated 10th May, speaking of us in his usual coarse language, to which Mr. Cooper has given his sanction by allowing to be appended to it his communication to me, thus lending his name to a vulgar attack upon the company of which I am paraded in print as the President. Before I would have given a letter of mine to Mr. Cooper to a third party, for similar publication, I would have taken care to see the documents with which it was to be connected, and had it been such a one as that of Mr. Craig's I would for shame's sake have refused. But my name is now passed through the Union as President of a "dishonorable, villainous and scheming" company, and Mr. Cooper endorses the abuse. Then, on the 21st, eleven days after this document has been published, I am informed gravely that your company regrets that the harmony subsisting between the companies should have been disturbed. So do I; but I never lent my name to anything defamatory of Mr. Cooper, or your company, and, whatever be the result of this controversy, shall take care not to do so. Now, I ask of you, in common justice to us, who have had our name vilified in all the New York papers, to publish my letter to Mr. Cooper with the extracts and correspondence annexed, or at least to call together the editors and allow them to hear both sides. I have no fear of the result. Mr. Craig talks of law. I would fearlessly meet him before the New York public with that letter and correspondence, and I should pity the spirit of your people if they did not pronounce us right. You also, by way of further shewing your amicable feeling, persuaded Mr. Stevens to refuse to receive messages from over our lines at Sackville, unless prepaid. I have requested him to give up the attempt, and to let the Associated

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Press question stand by itself, to which he has consented, and, so far, amity is restored. What you tell me about the "meagre revenue" of your lines astonishes me. Why, I personally know that you declared a dividend of 10 per cent. last year. I have received no notice yet of your dividend for this year, but your stock stands at a premium in the New York market. If you re-invest your dividends in the purchase of more lines you must be quibbling to say that you receive no profits.

JAS. C. COGSWELL, *Presl. N. S. Co.*

P. S.—We intend to publish the whole correspondence in justice to ourselves.

(Tel.)

NEW YORK, May 25, 1859.

W. H. ABEL to J. C. COGSWELL, *Presl. N. S. T. Co.*

Your despatch of 24th received. This Company disclaims all connection with the differences between you and the Associated Press, or their agent, Mr. Craig. We merely insist that a preference over our lines shall not be given without our consent, nor to any parties who are not by law authorized to have such preference. We were not aware of your differences with Mr. Craig until the breach actually occurred. We do not buy and sell contracts, and must therefore decline to act on your suggestion. We have never seen Mr. Craig's circular of 10th May until to-day, and did not know of its existence until your despatch was received. Mr. Cooper's letter was attached to it without his knowledge or consent or that of the Directors. We will comply with your request to lay the whole correspondence before the Associated Press. We have no doubt they will be satisfied with the position assumed by this company—that the first who comes, shall be first served,—and will yield the preference heretofore accorded to the press, if they pay only regular rates.

By order of the Directors,

W. H. ABEL, *Secretary, pro tem.*

(Tel.)

HALIFAX, May 26, 1859.

J. C. COGSWELL to W. H. ABEL.

Yours of 25th received. We have given no preference over your lines. We only claim the management of our own. You say that you were not aware of our difference with Mr. Craig. We say in reply that we know nothing of your differences with the agent of the United States Association. We have made a contract within our own borders and know nothing beyond them. I am not aware of anything dishonorable in buying and selling contracts. Assignments and transfers are made every day. As for Mr. Cooper's telegram to me, published by Mr. Craig, I think you had better not pass it by so carelessly. If Mr. Cooper knew nothing of its publication, where did Mr. Craig get it? Was it from your telegraph office? If he had the run of that office the public may lose confidence. Has all the correspondence between us been sub-

ject to his inspection? Such a thing could not have occurred with us. I think Mr. Cooper is bound for his own sake to discover who has been tampering with his private correspondence. In the meantime, as he denies all knowledge of the affair, I shall assume that your company does not keep its messages secret, and that, if its offices are open to Mr. Craig, whom you persist in speaking of as a stranger, they are open to any speculator, although you profess so cautious avoidance of such persons. Mr. Craig must have some strange power over your company if he has dared to take such a liberty with its President.

JAMES C. COGSWELL.

(Tel.)

NEW YORK, May 30, 1859.

W. H. ABEL to J. C. COGSWELL.

Your telegram of 26th received. The directors of this company regret that you are so willing to impute improper motives to them or their employes. Mr. Craig was furnished with a copy of the correspondence as the agent of the Associated Press, the party most interested in the establishment of the rule that messages should be sent in the order of their reception. In this respect, we merely anticipated your request to lay the correspondence before the editors. Mr. Craig published a portion of correspondence on his own responsibility, without any consultation with the directors. Your formal request will, however, probably lead to the publication of the whole correspondence.

W. H. ABEL, *Secretary, pro tem.*

(Tel.)

HALIFAX, May 31, 1859.

J. C. COGSWELL to W. H. ABEL.

Yours of 30th received. We find it difficult to separate you and Mr. Craig. At one time you tell us that you cannot be responsible for anything he says or does; at another we find that you furnish him with all the documents passing between us, and that he makes an improper use of them by publishing only parts appended to libelous attacks of his own upon this company. We asked you to lay the matter before the Associated Press, that they might judge between us and their agent. Instead of doing so you give *him* the papers, and you see the use he makes of them. We are now publishing the whole of the correspondence, being willing to abide by the verdict of the public. We shall send copies to the editors of the Associated Press, if such a body can be found,—at least we shall send them to all the editors of the New York Press. We wished you to call them together, and ask their opinion as to their agent's behaviour. You have not done so; and now we must wait till the matter is laid before them by ourselves. Everything is to be published, down to this telegram, without note or comment.

JAS. C. COGSWELL.

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Since the above was in type, a copy of the *New York Courier and Enquirer*, of the 17th May last, has been furnished to the Executive Committee, containing the following paragraph bearing upon the transmission of the *Vigo's* news by way of Newfoundland :

"Here the Nova Scotia line closed, reporting their line down east of Antigonish.— We are consequently left without any news in relation to the War in Italy, or the first word of Commercial Intelligence. It is suspected that their closing is more for the purpose of depriving the Associated Press of important foreign intelligence than for any break in the line. We trust, for the credit of telegraphing, their story may be confirmed. That their story, however, is not true, and that the War and Commercial news is evidently kept back through design, would seem to be evident from the fact, that what they have telegraphed, they have taken care should not be of the slightest importance, and should not be exactly that for which the whole community is anxiously looking. There are no terms of condemnation too strong to apply to such a transaction. If their story be true, then all we say is, that there is a concentration of stupidity around the heads of the telegraphers at St. John's, thicker than any fog that ever settled around the headlands of Newfoundland."

Our readers may draw their own inference from the style of the above paragraph, as to its writer. Several charges, intended to injure the character of the Nova Scotia lines, have continually appeared in the American newspapers—none of which are based on fact. As to that above quoted, the Executive Committee repudiate the charge contained in it as utterly baseless. Such conduct they leave to men of Mr. Craig's stamp.

And as to the charge going through the New York papers, most probably furnished by the same gentleman, that the Executive Committee of the Nova Scotia Telegraph Company are lending themselves to gamblers and speculators—they repudiate that charge also as utterly untrue. The contract made with the United States Associated Press is *practically* the same as that previously made with the New York Associated Press; and the Nova Scotia Committee are satisfied that no efforts were wanting on the part of their operators to transmit as promptly as the state of the lines permitted the messages above alluded to.

The New York *Daily Tribune*, of 4th June, publishes a portion of the above correspondence, omitting the documents appended to Mr. Cogswell's letter to Mr. Cooper. This portion is prefaced by a letter from Mr. Craig, in which, among other erroneous statements, he says that "there is good reason to believe that the Nova Scotia Company desired to break with us in order that it might more effectually second the efforts of the unscrupulous parties who were striving to break up our foreign news arrangements for their own benefit, and the foregoing letters (alluding to one of the 12th October, 1858,) were seized upon by the Company as a pretext for putting an end to the arrangements with the Association, on the 1st of May of this year."

It was late in November that Mr. Gisborne made his first proposition, and it was not till last April that the Agent of the U. S. Associated

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Press first communicated with the Nova Scotia Company,—so that the pretext above alluded to could not have existed; for the notice of termination was given by Mr. Craig himself, in his letter of the 12th October, 1858, and the answer, accepting and reciprocating his notice, was dated 30th. We append both letters :

OFFICE OF THE ASSOCIATED PRESS,
NEW YORK, October 12, 1858.

W. H. WISWELL, Esq.,
Sec'y N. S. Tel. Co., Halifax.

Dear Sir,—The absence of a member of the Executive Committee of the Associated Press has unavoidably delayed an earlier reply to your communication addressed to Messrs. Hudson and Andrews of ult.

The Executive Committee have instructed me to say to the Nova Scotia Electric Telegraph Company, through you : First, that the Associated Press will pay a draft for Europa's news (August 5th, 1858,) for one hundred and fifty dollars, less the sum previously paid for the news by that steamer, via Cape Race, as in the case of the steamer Canada, in July.

Secondly, I am directed to state to your company, that, inasmuch as the Cape Race arrangement is attended with large expense, entirely independent of all telegraphic tolls, the Associated Press, after May 1st, 1859, will not pay more than the ordinary rates of tariff charged to the public for the details of news, by any steamer at Halifax, that may have been anticipated, wholly or in part, by arrivals at Newfoundland or elsewhere.

Respectfully, &c.,

D. H. CRAIG, *Agent N. Y. Ass. Press*

REPLY OF THE EXECUTIVE COMMITTEE OF THE NOVA SCOTIA ELECTRIC TELEGRAPH COMPANY TO THE ABOVE.

NOVA SCOTIA ELECTRIC TEL. CO.'S OFFICE,
HALIFAX, October 30, 1858.

D. H. CRAIG, Esq.,
Agent Associated Press, New York.

Dear Sir,—Your letter of 12th inst., was received on 24th, and has had the consideration of the Executive Committee, who desire me to state in reply, that in order to have the Draft in dispute arranged without further trouble and annoyance to either party, they have drawn for \$136.57, for the Europa's despatch, being amount due after deducting tolls on 446 words of the same sent *via* Newfoundland. This is exclusive of damages on the Bill protested by you which we have paid, beside waiting since 26th July for the amount. Enclosed is a memorandum of these charges, which the Executive Committee consider the As-

sociated Press in justice bound to repay. The transaction exhibits, on the part of the Associated Press, a great want of that integrity in business relations which is characteristic of honorable dealing, and a disregard of the terms and conditions of the agreement existing for some years between the Association and this Company, the latter being expected to observe every particular while the former may set the agreement aside without hesitation or notice.

Suppose that immediately after the arrival of the steamer at Newfoundland and the transmission of her news over the wires, the English steamer were to arrive at Halifax, and a party were to offer us a large sum of money for the transmission of the first message: we should hold ourselves obliged to decline, because we should consider ourselves bound to you; and yet your agent might not furnish us with any communication because it might be considered that all the important news had passed already. Such an offer, in fact, has been made to us and has been declined for the reasons stated. You wish to keep us strictly bound to you, but whenever it suits your convenience or interests to break a contract, you unhesitatingly do so and seem to think that, as a matter of course we must abide by your judgment.

I am also directed to state that the Executive Committee accept the closing paragraph of your letter as a notification of discontinuance, and to prevent misunderstanding they hereby give you *formal notice* that the agreement referred to shall be terminated and cease on the first day of May, 1859.

I am, dear sir,

Yours truly,

W. H. WISWELL, *Sec'y.*

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