

ADELBERT MOOT  
HENRY W. SPRAGUE  
GEORGE F. BROWNELL  
WILLIAM L. MARCY

WILLIAM M. WHEELER  
S. FAY CARR.  
JOSEPH A. WECHTER  
H. Z. M. RODGERS

LAW OFFICES OF  
**MOOT, SPRAGUE, BROWNELL & MARCY.**  
45 ERIE COUNTY SAVINGS BANK BUILDING.

*Buffalo, N.Y.* January 6th, 1908.

My dear Mrs. Tourgee:-

Without going into details, I advise that you write the President of the Telephone Company a letter as follows:

"On the \_\_\_\_\_ day of \_\_\_\_\_, you rented my office building for a telephone exchange. Thereafter, with money furnished by me you built an addition thereto, containing cupboards and other permanent structures paid for by me with money borrowed at the bank. Your last full year began \_\_\_\_\_ and ended \_\_\_\_\_.

"In July last you notified me you would vacate my building October 1st, 1907, and I, therefore, prepared to accept it, engaged carpenters to make repairs in it for other tenants, and advertised it for rent, receiving more than twenty-five applications therefor. October 1st, however, you did not vacate the premises, and consequently I was unable to take possession of them to make repairs, or to give possession to would-be tenants. So far, you have never surrendered possession of the premises to me. When I returned from Washington November 20th, however, I found that you had, in fact, vacated them, in part at least, but that they were locked up so that I could not enter them. I understand you claim you never surrendered possession, or gave me the key, because you never had a key to the building. This certainly must be a mistake, because surely you had a key to the building from the time I gave you one, for you must have had some way of fastening the building while you occupied it.

"An inspection of the building shows that the doors have been removed by your Company from the cupboards, for which I paid.

"Under all the circumstances, I am informed that it is my legal right to hold your Company for rent for the new year that began \_\_\_\_\_, inasmuch as you did not surrender possession or vacate the premises until long after that time. I am also informed that you had no right to remove the doors from the cupboards.

I, therefore, respectfully request that you send me a check for the rent my due, and that you return the doors removed by you.

"Respectfully yours."

Your letter does not give the dates of the beginning and end of the yearly terms, and, therefore, I have left blanks for you to fill them in. I have put it in form so that you can demand a good deal more than you are demanding, perhaps. I do this not because I think it wise for you to try to get a great deal more, but because it is well enough to make your demand large enough so that you may get your full legal

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rights if you have to litigate. It is very likely, however, when they get your letter they will see the justice of your position, and will offer you a compromise. Should they offer you a reasonable compromise, I would make it rather than to have litigation, as no one knows better than a lawyer how little profit there is in it.

With best wishes to you and yours,

Sincerely your friend,

To

Mrs. Emma K. Tourgee,

Mayville, N. Y.



CHAUTAUQUA COUNTY NY HISTORICAL SOCIETY 2013