

10371

Mayville, N. Y. February 27th, 1908.

Thursday p.m.

Dear Mr Cipperly:

Owing to Mr Moot's absence from Buffalo, it was only this morning that I received a reply to my communication of last week enclosing a copy of your letter to me of the 18th inst.

You will find his ultimatum herewith.

He adds farther that in view of the law in the case--notwithstanding Mr Griswold's view of the matter--is entirely with me--that you meaning the Telephone Company--are liable for a whole years rent as you stayed over the time you agreed to be out; also that it would militate greatly against the Company if the matter should come to trial, that in the plea of "repairs" of the Telephone Office, they borrowed \$300.00, and put up an addition thereto wholly for the use of the Company, on which loan I had to pay interest at 6% for a couple of years while the meager rent they were paying was left for a year or more, before crediting me with the amount which should have been done monthly in advance.

Now, Mr Cipperly, you know I am stating only facts, but I do not wish to have the annoyance and expense of a law suit, so concur in his suggestion for a compromise. I think--as any one who is familiar with the circumstances--must think, that I have been most wrongfully treated in this matter and that I am letting the Company off easily by ~~saying~~ ~~settling~~ that it be settled according to the memorandum enclosed.

It may be that Mr Griswold is very wise in the law, but I think Mr Moot's opinion in the matter would go farther with a court than his.

I am still waiting your decision before renting.

Hoping to hear from you very soon, I am,

Very truly yours,

