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9-5-1896

### Letter from Otis Brothers & Co. to John Yale

Otis Brothers & Co.

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*Otis Brothers & Co.*  
*Standard Elevators and Hoisting Machinery,*

*36 & 38 Park Row,*

*Boston, Philadelphia, Pittsburgh,*  
*Washington, San Francisco,*  
*Atlanta.*

*New York, Sept. 5, 1896.*

Mr. John Yale,

9 West 17th Street, New York.

Dear Sir:-

Referring to the enclosed bill we must say that we can see no reason for cancelling the same. The elevator had been in operation for several years, and the broken section of cylinder showed no evidence of any faults in the casting, or defective work. When we were requested to make the repairs no claim of this kind was presented, or the matter might have been carefully investigated at the time, but it is quite clear that the breakage was due to circumstances over which we had no control and we do not see how we can reasonably be expected to assume any responsibility for it.

We have carefully considered Mr. Murphy's letter and cannot find in it any evidence that we were at fault in any way. We were informed that the elevator car was allowed to descend from the top of the house to the bottom without any water in the cylinder, and this would be liable to destroy the whole apparatus, but we do not know whether it had anything to do with the present break or not. Therefore, as it is not claimed that the broken cylinder was defective, and there is no evidence or any reasonable supposition that we were responsible for the breakage, we believe that we are justly entitled to the amount of our bill as rendered, and trust you will send us a check for same.

We return Mr. Murphy's letter herewith.

Yours truly,

(LB)  
(enclosures)

*Otis Brothers & Co.*