

New York, March 13, 1872
Hon. E. Cornell,

Dear Sir,

You see from the papers
the evolutions in N. Y. - turns & overturns.
I feel it needful to have our eyes open &
to be on the watch for breakers.

We had no meeting in your case last
Saturday - Judge Birdseye being out of
town. Huntley, I think, fully believes that
as the matter stood Smith was beaten.
There is now to be a desperate effort to change
front & fight the battle over on new ground.
My fears continually are of an amendment
of the complaint. The disposition of referees
& courts to allow amendments, when, by rea-
son of the lapse of time, no new action can
be brought, makes me dread to meet a mo-
tion for ^{an} amendment. A remark by the
Referee the other day showed that his mind

was on that subject - that he was aware if this action was dismissed no new one could be brought.

It seems from the papers that the new Erie Directors intend to have a report made to them of all suits now pending in which the Co. is a party. In this way there is danger that our suit against the Erie Co. will be brought fresh to the mind of Smith, & he may get hold of something that, with a little loose swearing, may be made the ground of a motion to open the case, or even for amendment of the complaint. I perhaps am more anxious than I need be, but knowing the whole matter as I do I cannot avoid the feeling that I am walking among red hot plough - shares. At any rate as I can't unburden myself to any body else, it is a little relief to do it to yourself.

You know I hinted to you some time since ^{in a letter} that perhaps, if I should be successful in defeating Smith, you would, in your kindness, & appreciation of services for so many years, release to me your interest in the N. Y. & E. Rl. line. I confess that I have labored on for these long years, in a case so important to you, indulging this expectation. And so I have looked to success as a good to both of us, & to defeat as a sad disappointment.

Our friendship has endured for nearly a quarter of a century - our fortunes very different - mine adverse - yours magnificently prosperous. If the line is worth anything, or rather the chance of recovery from the R. M. Co., it is owing to my labors - it makes no appreciable part of your fortune - the parting with it will be felt as no loss - its value at the best very uncertain. The escape from Smith's large claims would necessarily be to you a great relief from anxiety - at least

if the matter has occupied your thoughts a tenth part as much as it has mine.

I had a thought not to speak of this matter again till Smith's suit should be ended. But recent events & movements lead me to think, that if you are disposed to meet my views, it may be beneficial to us, in the unexpectedly critical state of our case to rid yourself now of any interest in the Erie suit. I should like to be able to say, if Huntley should by any means make it necessary, that you do not own a share of stock in the Yel. Co. & if pressed to tell what had become of it, to reply that it had all gone to pay the expense Smith had subjected you to in this ~~suit~~ litigation.

The new counsel of the Erie Co. may call on me in relation to the Yel. Co's suit. I think I could possibly manage the matter a little better if the interest was mine, & that there would be liability of communication with Smith, thereby stirring up any new ideas in him or Huntley.

My great anxiety is to keep Smith & Huntly as nearly as nearly on their present line as practicable.

In case of your transferring your stock to me, I propose to bind myself, in case Smith should recover against you, to hold the stock or avails of it, for your indemnity - so that to this extent the action would be at my risk.

I have only to say that if I could be put back fifteen years in life, I would not, unless in part from motives of friendship, take such a fee so conditioned, for such services in a like suit. So I am far from feeling that I am extortionate.

If we get a decision in our favor I suppose there will be an appeal, & so this will be yet distant. In that case I want to get every thing in print so that other counsel will not slip up, if the suit should outlive both of us.

E. W. Chester
Mar 15/72

I don't know whether I told you that Hunt-
ley expects to convince the Ref. that the
Lim. applicable to the case is five years,
& not the six lim. The Referee had^{not} (as
he told me afterwards) examined the
Stat. & has to be educated in reference
to it. But I am more afraid of the
opening the case anew than of any
argument in its present state. But
I confess I am nervous about an attempt
to open it, because I see possibilities
if the action was in a different shape.

But come what will I comfort
myself with the reflection that for these
fifteen years I have omitted nothing &
done nothing that upon a review now
I could wish to be otherwise.

I am glad Smith can show no letters
of yours asking for a postponement of the
trial

Please let me hear from

you.

Truly Yours

E. W. Chester

To Mr. Emery
Mar 14. 72

Albany Mar. 14th 1872
Yours Ezra Cornell
Dear Sir

George telegraphed you
last night perhaps in too great
haste. He was a little excited
and thought an early dispatch
might give you time to return
this day home, as we should be
glad to see you if only for a short
time. I sent Herbert's last letter
to Charlie but do not know
if you were able to read it
on leaving Ithaca. If you
did see said letter you will
know of the opportunity to
take a position that will be

both profitable and benificent
to him and enable him to come
North very soon though not to
remain at present as he will be
obliged to return to New Orleans
by first of May at opening of Fair
at that time. H. requires some
money to protect his Store &
Machinery from Creditors un-
til his return to that city &
a dispatch from him yes-
terday asks if he may draw
and send for three hundred dol-
lars til he can ~~draw~~ from his father
and get here this much he will have
to obtain & give up his Position
his employers desire him to start
today and to march for Louisville
and his northern route.

I telegraphed him last night
if ~~necessary~~ to draw and I would
honor it. H. L. is most anxious
to have me assist our Gen in this
matter and wants to gain his an-
nouncement to the acceptance of Draft.
George telegraphed Charlie asking
him to help take care of
Draft but I do not wish Char-
lie troubled with the matter
and may I rely upon your aid in
honoring draft.

I wish you could come
here on route home on the fore-
going and see other subjects
I had a customer here last
night he wants to purchase a
Horse Power Thresher. but not
just now.

I hope to see you very soon
if not before you return to the
acad. at least let Charlie Dray
will be arranged for to ease
his mind on the subject.

Wishing you every success in
obtaining your Bill in Congress
and a happy New Year
I remain as ever

Yours.

THE WESTERN UNION TELEGRAPH COMPANY.

ALL MESSAGES TAKEN BY THIS COMPANY SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes, the sender of a message should order it REPEATED; that is, telegraphed back to the originating office. For repeating, one-half the regular rate is charged in addition. And it is agreed between the sender of the following message and this Company, that said Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED message beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any REPEATED message beyond fifty times the sum received for sending the same, unless specially insured; nor in any case for delays arising from unavoidable interruption in the working of their lines, or for errors in cipher or obscure messages. And this Company is

hereby made the agents of the sender, without liability, to forward any message over the lines of any other Company when necessary to reach its destination.

Correctness in the transmission of messages to any point on the lines of this Company, can be INSURED by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz.: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance. No employee of the Company is authorized to vary the foregoing.

The Company will not be liable for damages in any case where the claim is not presented in writing within sixty days after sending the message.

O. H. PALMER, Secretary.

THOS. T. ECKERT, General Superintendent, New York.

WILLIAM ORTON, President.

Albaca March 18/72

Send the following Message subject to the above terms which are agreed to.

*To Hon. Just Rusk 711 Fourteenth St Washington Am my warm home
Saturday I had assurances that if Legislature of Wis would pass an
act at once dividing the land equally between Wm. Railway Co &
Chippewa Valley & Lake Superior R.R. Co on condition of roads being
built in five years that such a law would secure the removal
of St Croix for full amounts will your people accede to such
a division and help get the legislation at Madison this week
Ans to Albaca*

Ezra Cornell

PT 2184,92

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(THOS. T. ECKERT, General Superintendent, New York.)

WILLIAM ORTON, President.

Phoco March 11/87

Send the following Message subject to the above terms which are agreed to.

To. Y. R. Sage Foot-Cast 32^d St New York

I have telegraphed Thorp that if Legislature would pass an act giving each Company half the land if both roads are built within five years the grant can be secured. He replies ad- can be passed if guaranty is given to state that road will be built- to this I reply we will guarantee our road- what is done must be done this week or Grant is lost- no body here is consult- with

Ezra Cornell

. 74 27 1/2 \$3.90

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(THOS. T. ECKERT, General Superintendent, New York.)

WILLIAM ORTON, President.

Othaca N.Y. 1/18/87

Send the following Message subject to the above terms which are agreed to.

To *Horace Thompson St Paul*

I telegraphed you knowing that Drake was on the road home and could not be reached - And no time to loose - Thorp says can be passed if State has guarantee that roads will be built within five years and grant - not allowed to lapse - We will guarantee for our road - If anything done we must act promptly I telegraphed Risk to same effect - I did you ans

Ezra Cornell

67 JN 13, 83

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(THOS. T. ECKLER, General Superintendent, New York.)

WILLIAM ORTON, President.

Utah March 11 1872

Send the following Message subject to the above terms which are agreed to.

To Horace Thompson St Paul Minn

I had assurances Saturday that if Legislature of Minn would pass an act dividing the land equally between the N.W. Railway and Chippewa Valley & Lake Superior R.R. Co on Condition that roads were built in five years that the Grant could be renewed for full amounts will your people accede to such a division and help get such act passed this week at Madison and thus save the Grant

Eggar Conell

TO STN 4/4.40

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O. H. PALMER, Secretary.

THOS. T. ECKERT, General Superintendent, New York

WILLIAM ORTON, President.

Atchaco March 19/1872

Send the following Message subject to the above terms which are agreed to.

To Hon J. G. Thorpe

Madison Wis

*I don't understand what function
found refers to. None has been located that will be
a duty for directors which I trust they will
perform wisely. The critical condition of the grant
won't admit of quarrels over details of the future. If
this opportunity passes the Grant will be lost. I
trust that our directors will do nothing to perparadise
the bill - Ans*

Ezra Cornell

63 DH 9.32

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(THOS. T. ECKERT, General Superintendent, New York.)

WILLIAM ORTON, President.

W. T. U. Co. N.Y. 1872

Send the following Message subject to the above terms which are agreed to.

To Hon. J. S. Thorp Madison Wis

What kind of guaranty and amount will be required. Cannot the law provide for the guaranty - and the bill be put at once on its passage through the Legislature. our party will guaranty the building of our road - if no road no land as a matter of course if this cant be arranged this week the Grant is gone for ever

Ezra Cornell

60 lts \$9.10

Ithaca Mar 21. 1872

Dear Alonzo

I have sent you for interest from
J. McGraw & H. W. Sage June 14. 6 mo interest - \$11,700.
J. McGraw - Thos. McGraw. J. W. Dwight June 14 - 6 mo but \$6,000
\$17,700

J. McGraw & H. W. Sage June 23. 6 mo interest 15,000
\$32,700

I am now paying Taxes on Wis. Lands for 1871
for which our Bank is advancing funds about 14,000
Leaving an amount after tax is paid of \$18,700
I shall owe interest to University May 1 - 17,500
Surplus = 1,200

The University will want \$10,000 1st April to
pay the professors, and no way to get it ex-
cept by anticipating the interest I shall owe
the 1st of May = Our Banks have not the
means to help us, at that time.

Can you help us in this emergency to \$10,000
either from your own resources or from the
discount of note or draft for 90 days.

We must have the \$10,000 from some source
and are anxious to know whence =

Please let me know by return mail, what
you can do for us - All well

Erna Cornell

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O. H. PALMER, Secretary.

THOS. T. ECKERT, General Superintendent, New York.

WILLIAM ORTON, President.

Othaca March 23^d 1872

Send the following Message subject to the above terms which are agreed to.

To Hon. J. S. Phelps Madison Wis Borrow Round jointly may fix the position in law when they please and provide that the two roads run separately to Boyfield if they like and provide that no town or Wis shall rival Chippawa Falls - The St Croix bill as amended would give less than a million acres. If you would pass the act I suggested I believe we could get the whole fourteen hundred thousand acres and get two roads instead of one. If it is wise to hazard this last chance by senseless jealousies so be it - I will not be responsible for it - Geo Cornell

97. 5/11/84. 28

New York March 29^{Br}

Hon E. Cornell

Dear Sir. The
amount of the accounts
or bills, which you have
me & signed by O. C. Wood
is \$89.68. For this amount
you are authorized to draw.
Should there be interest due
I will have the amount
computed & paid. I will
see to the payment of all
outstanding matters without
delay

Yours truly
H. V. Poor

New York

April 2nd/872

Hon. Ezra Cornell

My dear Friend

The time
has come when I feel obliged
to write you fully and frankly
regarding my relations to the
University. The statement I
have to make is due to you
not less than to myself.

About a
year since, the Executive Com.
met at Ithaca to discuss
the matter of selling a portion of
the University lands.

I then stated that if it was
finally decided to hold all the
lands - for some time longer. and
if, in consequence, we must re-
main under the difficulties and
dangers which had so beset us.

2

in order to obtain by waiting a
 somewhat larger price for a portion
 of the cards - thus sacrificing your
 chance and time to carry out
 our most valued plan, in order
 that our successors might have
 a little more money for carrying
 out theirs - I would make no
 further objection. but would simply
 conclude that I had accomplished
 my work at Cornell University &
 devote myself to other work else-
 where.

I did this - not in haste, but
 after much thought - in entire
 respect - for yourself, and with un-
 abated love for the institution -
 but in obedience to my duty to
 my family and myself.

In accordance with this
 statement I drew up my Resigna-
 tion of the University. Providing
 for presentation to the Trustees
 at the Commencement then ap.

proaching

But soon afterward you can-
as I still think to the wise decision
of selling a portion of the lands, if
the signatures of all the Trustees &
of the Comptroller of the State should
be affixed to a Request to you to
make such a sale.

I immediately concluded the
necessary correspondence, went with
Mr Schugler to Albany and New
York and obtained every signature
required - including those of the
Governor & Comptroller.

The sale having been
made, - on the strength of your
pledge - as I supposed - that enough
of the income should go to the Uni-
versity - to make up the sum of
125,000 for direct University Pur-
poses. I supposed my resignation
entered with you upon into the
University work and drew up
plans for the present University.

4
year involving the expenditure
of the sum above named.

These were submitted to you
and, as I supposed, you approved
them. They were fully discussed
in Spec. Committee and the Trustees
acted in accordance with them.

They involved an increase of our
Faculty - the establishment of a Depart-
ment of Architecture - improvements
in grounds and buildings - payment
into a sinking fund &c. &c. - every
object being one of vital necessity.

They were fully discussed in
Committee & in the Board of Trustees.
You being present and assenting
- the Trust Master entered esti-
mates on his books in accordance
with them, and I regarded the
matter as most-happily settled.

Previous to this adjust-
ment - while the matter was still

4/2/1872

5

in doubt. I had stated to Mr
Schuyler and Mr Finch that
if enough land, were sold to put
the University in good working con-
dition I would commence build-
ing a house in Thaca. When
the sale had been consummated,
having as I supposed, I am pledged
that the University income this
year should be 125,000.00 and
only on this supposition. I pledged
20,000.00 to begin a President's House
on the University grounds. with the
idea that it should eventually
be made a gift to the institution
This pledge I have more than
carried out by an expenditure
wh. already exceeds 24,000.00 - but.
I repeat that I never would have
done so had I not regarded
the income of 125,000.00 to the Uni-
versity, this year, as secured by.

6

Your pledge. - indeed without that, I should not have remained in connection with the University - as my resignation of the Presidency carries with it my Trusteeship - which is ex officio.

You may judge then of my surprise and pain when, at my recent visit to Ithaca, I found the University unable to pay its bills, and was informed on authority that I could not but regard as the best that you had declared it doubtful whether you should appropriate from the interest on land sales the sum necessary to make up the 125,000.00.

I now write to know from you whether this is really the case. If it be so I have not a word of blame for you. I shall take it for granted that you did not understand the matter as I did

7
- but - I cannot longer retain the
Presidency of the University - and
my resignation full and final
will be placed at once in the
hands of a member of the Board
of Trustees to be offered at the
approaching meeting.

This step - my dear
friend - is not taken rashly, or
with insufficient consideration. It is
the result of long and patient thought
- of most careful study of my du-
ty to the University, my family
and myself.

You and every other Trustee
would have the right to despise
me if I did not take it.

I am willing to labor to the
extent of my powers, and to
sacrifice much - but not to fling
away the respect of Trustees, Faculty
and my own self respect.

But even if this were not
so - I could not live at Ithaca

8 Under such uncertainty and in
such suspense. - with nothing beyond
a doubt save the increase of the
University-debt. - and feeling that
no statement of mine as to University-
improvements could have weight
with Faculty Students and the
Public generally hereafter.

I trust that you will
not think me unduly anxious in
asking your answer at your early
convenience. I need it soon. for
if I am to take the step above
indicated I must take it now.
- before I commit myself fully
and forever by breaking away
from family ties. business relations
old associations. and friendships
of a lifetime - before I go farther
in building a house I am to own

4/2/1892

5

to occupy, and in transferring
Library, pictures, furniture, &
household from my present place
and home at Syracuse.

I must take it now also
because other opportunities are
now offered in which I can
probably do good and satisfy
my best ambitions.

I need not say
to you - my friend - how much
regret - it gives me to contemplate
this change. My association with
you has been among the most-
valued things of my life. There
has always seemed to me some-
thing Providential in it, and if
it is now to be discontinued I
shall take pride in the Roman-
ance of it.

And now, no matter what
the future has in store for me - even

if it be separation from the work I have loved so well.

Let me ask your attention to a more general view of University interests.

Your munificence has laid the material foundation for a great institution for practical and scientific education -

You are now about eighty-four years old. Might it be impossible to forecast the future of your bodily and mental vigor for us a right to hope typical for you four years longer of good work for your fellow men. What is the wisest disposition of those remaining years?

Pardon me for saying that the most unwise of all uses of them is pitting them away on scattered business enterprises no matter how promising or useful.

You are to be known hereafter.

if for hundreds of years - if known
at all - not as an example in this
or that minor business enterprise - but
in connection with - the University -
that bears your name.

Therefore. I think. the care
of that University - is your worthiest
and most profitable employment.

I acknowledge that your social
business interests must be attend-
ed to fully. but I frankly say that
hereafter, if there be one thing in
the review of your life wh. you will
be sure to regret - it will be that
you did not concentrate yourself
more upon University interests -
- Remaining more constantly in
Ithaca where your counsels are
so constantly needed - and de-
voting more time to getting Universi-
ty matters into good shape for
the good future which we have
hoped for it.

I ask nothing more

¹²than this - not a dollar more
of gift from you. Your full share
is already contributed so far as
money is concerned. All I say is
that, for the management of uni-
versity interests, - building for the fu-
ture, - both myself and the man
whom he may be who shall
succeed me. would be infinitely
strengthened could you give yourself
entirely to the real work of your
life - the care of the University
and your larger interests.

Under such circumstances it
would be my delight to throw my
self, family - fortune prospects & any
ability - or experience I may have
heartily - unreservedly into the
work. Handing shoulder to shoulder
with you in the noblest work which
can engage a human being.

528
4/2/1872

And now. my friend of these
years of work and anxious looking
forward. whatever may be your
decision I shall accept it with
none but the kindest feelings.

Should you virtually conclude
that it is best to entrust the work
to another I shall acquiesce.

I shall next year be forty years
old. In all probability the next
ten years - if I live - will be the
best of my life. I feel a con-
viction that I can do higher &
better things than any I have done
hitherto - pardon me then for
candidly saying that while, when
all things, I would take pride in
developing a great University - suited
to our land and time - a centre
of good and useful influences
- a training place for young men
who are to go forth to all parts

of the land each to be a living center from which truth and goodness shall be radiated among his fellow men.

- I have no ambition to nurse along one more college insufficient in equipment and so weighing upon my spirits by its deficiencies that I cannot come forth with strength to wield pen and tongue to improve the young men.

I ask nothing for myself - save the coöperation and the chance to devote myself entirely to the work. If this be given. I know that in a few years I can make Cornell University the most valuable institution in America. if it cannot be given. I shall turn to other work with the consolation that, at all events, I have done something to found the University.

That I have serious faults for one in my position I know well

- though it is something, perhaps in
 diminution of them. that I know
 them and try to guard against
 them: but no matter how much
 better a man you find for the place
 you will find no one more de-
 voted to the great work or more
 attached to yourself.

I remain, my dear friend
 most-respectfully and
 truly yours
 Andrew D. White

N. Y. April 6. 1872.

Hon. E. Cornell,

Dear Sir.

I was sorry that your ^{occupations} ~~business~~ this morning did not permit you to talk over with me matters personal to ourselves. We ought to do this at once & with the frankness that twenty years of friendship should insure. We ought to do it too so that the pending trial with Smith may be brought to as speedy a conclusion as may safely be done.

I hoped that you would cheerfully accede to the proposition contained in my letter, & put me in a frame of mind that would enable me to exert all my powers now that the very ting of war, is upon me.

The very terms of my offer showed

my willingness to share with you if the result of the suit should be disastrous.

If successful not less than \$500,000 would be the value of ^{the result} ~~success~~ to you.

My share in the success would really take nothing from you that you would feel - nothing in fact but what has been the result of my own management,

to you it would be nothing if successful in the suit - to me it would be something for an old age which, however long-lived my family is, must soon come.

Your once partner Sped, died leaving his estate now my debtor ^{by judgment} to the amount of between nine & ten thousand dollars. Although for a while I doubted whether I could sue him alone, yet my feelings towards you induced me to make the trial & in the defence no objection was made to your non-joinder & so I succeeded.

And the judgment now is worthless - a dead loss to me. I was unwilling to hold you responsible for the acts of a partner false alike to you & myself. I claim nothing as to this. I acted from a right spirit of friendship & accept the result.

I only ask now that if by ^{me} means your prosperity is secured against the only danger that jeopardizes it, that I shall share in it to some moderate extent.

I know - I think you do not doubt - that however other lawyers may excel me in ability in other matters, I am able to render you better services in this case than any other man. I may not succeed, but if not no other counsel could. I have carefully surveyed every point.

That I do not entertain an overweening estimate of my services & have to serve you in this case, let me just

show you how much easier I could win on the other side.

1. ~~I should~~ ^{I would} have brought my action so as to avoid the Stat. of Lim. on the N. Y. & Dutchess contract by showing that it was a sealed instrument, & on the other lines by showing that these lines were supposed to remain in your hands as an agent or trustee, & have claimed that the cause of action arose when you transferred these lines to a new company. I should have made two actions - one at law on the sealed instrument for the amount of \$50.00 per mile & stock on N. Y. & Dutchess line, & the other in equity demanding an account said by you for patentees share of stock on the other lines. I would so have framed the bill as to show the acquiescence of patentees in your retaining this in your own hands, & making the gravamen of the complaint this transfer

of it, so as not to show any cause of action before this transfer, or consideration. It would have been exceedingly awkward to make out a plea of the Stat. running before this, since this would have involved the necessity of showing by the answer that there was previously a cause of action.

Why with all the correspondence of yours with the Duff & your co-defendant Speed in his hands, Smith made so unavailing a use of ~~them~~^{it} in shaping his action, it is hard to conceive, even with a knowledge of his want of a well disciplined legal mind.

I have been cautious of speaking of the other side of the case, as it might have been, or even of thinking aloud about it, lest by some means the idea should get into the mind of the other party & lead to an applica-

how to amend. Knowing as I do both sides of the case as it is & as it might have been, you see why I have been so anxious & fearful about an application to amend or open the case.

I feared less the Referee's adverse suggestions on the case as it stands, than the workings of his mind towards what the shape of the pleadings might have been made. The power of courts over amendments is almost unlimited, & you cannot but see that I have had reason to be nervous.

After you were in this morning Davison told me more fully a conversation he had with a man who came into the office to bring another of Smith's ~~be~~ arguments to exchange for ours. I had heard something of this before. It seems from this that our

opponents have perfect confidence in their case. If this is so I am very sure they feel differently from what they did before the last ~~age~~ meeting. I don't altogether wonder at this. It would be a weakness on my part not to be aware that our case is critical enough to call for the most careful efforts. An over confidence might be fatal to us.

170 Broadway N. Y.

April 10. 1872.

Hon. E. Cornell,

I learn this morning that you are still in town. No word from you since Saturday - no time then was to speak of the subject of my letter - time only to enquire about the condition of a case involving your interest to the extent of upwards of half a million - not even any information of your whereabouts or where a letter would reach you.

This treatment does not please me, & I have racked my brain in efforts to conjecture your thoughts, purposes & wishes. The only conclusion I can reach is that you are willing to substitute some other person in my place as you atty & counsel. If I judge rightly I will sign a consent for substitution & the order

can be entered before you leave the City. If you let the trial be postponed on Saturday is there not some danger that both the Referee & the opposite party feel that you fear to meet the new aspect of the case presented at the last meeting?

I enclose the original contract for the building the N. Y. & Dunkirk line of which I wrote you some time since. It is the only confidential matter of fact I believe between us in the case, & of course, whatever our relations I shall be careful not to speak of it, tho' it is evident from Smith's printed argument that he knows it is a sealed instrument.

Every thing else in the case I have learned from Smith's own evidence. My knowledge of the law of the case is of course my own.

There is little time enough left now to make up the case for an ap-

peal before the summer vacation. I'm a suit involving so much one side or the other will of course carry the case to the Court of the last resort, & it should if possible be got on the cal. of the Court of appeals at the beginning of the next year.

Now, my dear Sir, if we part let us do it without anger, recognizing each others right to consult his own comfort or interest for the future.

I wrote you last Saturday after you left my office, before I came to my present conclusion as to ~~you~~ what you may choose to do. I enclose it that you may see what my thoughts then were.

Respectfully Yours
E. W. Chester

Am. E. Cornell

E. M. Clinton
Apr 10 '72

THE WESTERN UNION TELEGRAPH COMPANY.

ALL MESSAGES TAKEN BY THIS COMPANY SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes, the sender of a message should order it REPEATED; that is, telegraphed back to the originating office. For repeating, one-half the regular rate is charged in addition. And it is agreed between the sender of the following message and this Company, that said Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED message beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any REPEATED message beyond fifty times the sum received for sending the same, unless specially insured; nor in any case for delays arising from unavoidable interruption in the working of their lines, or for errors in cipher or obscure messages. And this Company is

hereby made the agents of the sender, without liability, to forward any message over the lines of any other Company when necessary to reach its destination.

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O. H. PALMER, Secretary.

(THOS. T. ECKERT, General Superintendent, New York.)

WILLIAM ORTON, President.

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Send the following Message subject to the above terms which are agreed to.

To E. W. Chester 170 Broadway N.Y. up stairs -

On my way through the city last night I found your letter of truth which I read on the cars with surprise -

You have wholly misapprehended my feelings and wishes I have no wish for a change, and have made no suggestions or consultations in that direction, when I got home and access to your former letter, I will reply to it

Eric Corvill

571

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

The rules of this Company require that all messages received for transmission, shall be written on the message blanks of the Company, under and subject to the conditions printed thereon, which conditions have been agreed to by the sender of the following

THOS. T. ECKERT, Gen'l Sup't, }
NEW YORK.

WILLIAM ORTON, Pres't, }
O. H. PALMER, Sec'y, } NEW YORK.

Dated Albany Apr 18th 1872

Received at 8¹⁵ - PM

J. Ezra Cornell

Ithaca

Yours received
Feltman called Monday
night to his mills by
freshets there reflected
home tonight, Corning
is in New York will
return Friday night
Sejournant waits

Feltman's return;
Think all is right-

Horace L. Emery

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

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THOS. T. ECKERT, Gen'l Sup't,
New York.

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WILLIAM ORTON, Pres't,
O. H. PALMER, Sec'y, } New York.

Dated *Ithaca NY* *April* 1872

Received at *Syracuse* *10:20 am*
To *Rev A D White*

I have not seen the bill
you refer to but suppose
it to be one drawn by
measures by agreement with
me to get the law as altered
as to place the examination
of students in hands of School
Commissioners and relieve
the Supervisors from all duty
in the premises. It may be
well for you to look to it.
But I trust you will find it
all right.

Erwin Orrell

64 DA -

Ithaca Apr 23. 72

Franklin D. Esq

My Dear Sir

Yours of 14th is at hand, Enquiring about pine lands - In reply I can inform you that I located 500,000 acres of land in Wisconsin. 400,000 Ac. was pine on the waters of the Chippewa - Of which I have sold 250,000 acres to be taken from either side of the tract the purchasers may choose but to be taken clear as they go & not to select -

As soon as this I located I shall hold the balance for sale say 150,000 - Until then I cannot sell - Locations will be made within 4 months -

Yours Respectfully
Ezra Cornell

N. Y. April 25. 1872

Hon. E. Cornell,

My Dear Friend,

I have just
recd yours of 23rd. I am entirely un-
able to tell you how much it grat-
ifies me. I feel twenty years younger
in mind & vigor. There is an ex-
quisite pleasure after our long
acquaintance in being made sure
that the cordial feeling is mutual
between us. Our interests are the same
now in this matter & if after so long
a struggle we succeed I shall hope
to have something to rely on for old
age. If we are unfortunate your
loss is large, but still you can bear
it. I am aware that we are not
out of danger, but I have perfect

conceye to meet all that the other side can bring up & all the difficulties that the Referee has suggested.

If we get the Referee's report in our favor, there may be a long contest on appeal, but I should have no fear of the result. I should have the case put in such a shape that there will be little to do but read what I shall leave in writing & in print.

If there is any thing worth telling I will write immediately after the meeting Saturday.

Truly Yours

E. W. Chester

If I have been a little low spirited & disposed to look darkly on the future & so have been unjust pray forgive me.