

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 message.

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

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

Dated Albany 7th 1872

Received at 12-K

To Ezra Cornell

Ithaca

The guaranties desire the following inserted in their undertakings" It is further agreed that if the said Emerys shall fail to keep & perform the covenants & agreements referred to for the space of ten days the said Cornell shall notify in writing the obligators to

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

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

Dated _____ 187

Received at _____

To _____

this bond or either of
them of such default
with this inserted the
bond can be executed
in an hour by

Viele
Seymour
Ramsey &
Gullman

Please answer
Horace L. Emery

74 LTH

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

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

Dated Albany N.Y. May 9 1872

Received at 530 PM

J. C. Cornell

Ithaca

J. H. Ramsey, Weyermand
& Viller Warner
Signed, Feltman will
before six o'clock
when he returns
from Troy, I shall
send it to Ithaca

Horace L. Emery
~~Send~~ D U

Articles of Agreement

Made this first day of April, 1872, by and between EZRA CORNELL, of Ithaca, N. Y., of the first part, and

HORACE L. EMERY, H. HERBERT EMERY and CHARLES F. EMERY, of the City of Albany, N. Y., parties of the second part, witnesseth :

WHEREAS the party of the first part desires to sell to the parties of the second part, who desire to purchase, the Real and Personal Estate in the City of Albany, known as the ALBANY AGRICULTURAL WORKS, situate in the said City of Albany, and which consists of the land and buildings situate on Hamilton, Liberty and Union streets in said City, and the Machinery, Tools and Implements and Patterns, Completed Machines and those in process of construction, and Stock on hand unworked and partially worked.

But the parties of the second part have no ready means to make such purchase ; and the party of the first part is willing to furnish an opportunity for such purchase to be paid for out of the proceeds of the business to be carried on. Now, therefore, it is understood and agreed, that the said property, for the purposes of this contract, shall be divided into three classes, numbered respectively, one, two and three, and a schedule or inventory of the property contained in each is hereto annexed.

Class number one embraces the Real Estate, including the Steam Power and Shafting, as more particularly named in the schedule annexed marked number one.

Class number two embraces the Working Tools, Patterns and Implements used in the manufacture carried on in said works, and the Unworked and Partially Worked Material on hand, as specifically named and described in the annexed schedule marked number two.

And class number three embraces the Finished Machines and Implements held ready for sale.

The purchase price to be paid for said property is to be the sum of Eighty Thousand Dollars, which the parties of the second part covenant and agree to pay in the manner hereinafter prescribed.

But the title and ownership of the property named and described in class two shall alone pass to the said parties of the second part upon the execution of this agreement, and the title of the property in classes one and three shall remain in the party of the first part till the full and final payment of all sums of purchase money and interest.

The party of the first part agrees to deliver, and hereby does deliver, to the parties of the second part, all the property named and contained in class three, being the completed machines ready for sale, to be sold by the said parties of the second part, as the agent of the party of the first part, at the best prices obtainable, the proceeds of such sale to be and remain the property of the party of the first part, but to be paid over and accounted for in the manner hereinafter provided.

The party of the first part also agrees to execute a lease of the Real Estate mentioned and described in the schedule annexed marked number one, to the parties of the second part, such lease to run for ten years, and the rent reserved to be three thousand dollars per year, payable quarterly.

Said purchase money of eighty thousand dollars is to draw annual interest, and is to be paid in the manner following : The parties of the second part shall enter into the possession of said property under said Lease, Agency and Sale respectively, and commence and continue the business heretofore carried on by said Albany Agricultural Works, giving their entire time, labor and skill to the business thereof, and using every endeavor fairly and in good faith to increase and make prosperous such business, and to effect the sale of the products of such manufactory.

Lease
quarterly
7/2/50

They shall render to the party of the first part, on the first day of each and every month hereafter, a full and correct account of all sales made by them of the property embraced in class three during the previous month, giving all details of such sales; and, within ten days thereafter, shall pay to the party of the first part the full one-third part of the amount of such sales, and shall so continue to do, monthly, until the entire and full sum of eighty thousand dollars and interest thereon has been paid and discharged.

The parties of the second part shall also, on the first day of each and every month hereafter, render to the party of the first part a full and correct account of all sales made by them during the previous month of machines and implements manufactured by them; the said parties of the second part, after the date hereof and within ten days after the rendering of such account, shall pay to the party of the first part the one-sixth part of the amount of such sales, and shall so continue to do, monthly, until the said entire and full sum of Eighty Thousand Dollars and interest thereon has been paid and discharged.

But it is agreed that if the sum of such one-third and one-sixth of the monthly sales shall, in any one year, exceed the sum of nine thousand dollars, the parties of the second part shall not be required to pay over such excess unless they shall so elect; and if they do so elect and pay over such excess, the same may, at their option, be applied and counted to make up the nine thousand dollars, payable in any succeeding year.

It is further agreed that the parties of the second part shall, at the end of each month, make and render to the party of the first part a balance sheet from their ledger, showing truly and fairly the situation and condition of their business, and at the end of each year a full and true schedule or inventory of all their assets and indebtedness, designating separately such of the property contained in class three, hereto annexed, as shall remain unsold.

It is also agreed, and the said parties of the second part hereby covenant, that all the proceeds of their sales and of their business shall be returned to and remain in said business until the whole of the purchase money herein referred to is paid, except that the parties of the second part may draw out therefrom three thousand dollars per year to pay the rent reserved to the party of the first part;

The sum of four thousand dollars for personal and living expenses, the latter to include taxes and insurance and the interest on a five thousand dollar mortgage on the dwelling house now occupied by the parties of the second part;

And such sums as under this contract are payable to the party of the first part.

It is further understood and agreed that, out of the rental of said Real Estate, the party of the first part shall pay the insurance and taxes thereon until he gives a deed therefor. But the property specified in class three shall be kept insured for an amount satisfactory to the party of the first part by the parties of the second part, they bearing the costs and premiums of such insurances; and in case of loss or damage by fire, the amount actually received by the party of the first part from such insurance to be credited as a payment upon the purchase money herein provided for.

The property described in class number two to be also kept insured in a sum satisfactory to the party of the first part, in some good insurance companies, and the policies to be assigned to the party of the first part, to be held by him as collateral security for the payment of the purchase money herein specified; and provided, and in case of loss, the sum actually received by him to be credited as a payment upon such purchase money.

In case of loss or damage by fire of the property of the parties of the second part described in class two, and said parties shall elect to repair or replace and restore the damage and loss so caused them, in that case the party of the first part hereby agrees to loan and advance to the parties of the second part said insurance moneys so received by him upon said policies last mentioned, upon the replacing the property lost with that of equal value, and furnishing new policies for like sums and amounts in place of those previously held by the parties of the first part.

It is further understood that, for the purposes of this agreement, the property described in class one shall bear a valuation of Thirty Thousand Dollars, and the property in classes Two and Three a valuation of Fifty Thousand Dollars; and that whenever the parties of the second part shall have paid the just and full sum of Fifty Thousand Dollars and annual interest thereon from this date, then all the property described in classes two and three and the proceeds of all sales of the same shall be fully and entirely vested in the said parties of the second part; and whenever, by the payments of one-third and one-sixth of sales herein provided to be made, and by the payment of the annual rental of said real estate (deducting from the amount thereof the portions of the same absorbed by insurance and taxes), and by any other payments made by the parties of the second part, the said party of the first part shall have received the just and full sum of eighty thousand dollars and annual interest thereon, over and above such taxes and insurance paid by him, then the said party of the first part shall, at his own cost and expense, execute and deliver to the said parties of the second part a good and sufficient warranty deed of said real estate, free and clear from all incumbrance.

It is further agreed, that for the better security of the party of the first part, the parties of the second part shall execute and deliver to the party of the first part a chattel mortgage on all the property specified in class two (*except the material to be worked up and changed in form*), conditioned for the payment of the sum of fifty thousand dollars, being the purchase money herein provided for, with interest thereon, and the sum of three thousand dollars as rental, the same to be paid in annual payments of twelve thousand dollars, till the whole sum be paid.

It is further agreed that the parties of the second part shall not sell, assign or underlet any of the property described in the schedules hereto annexed, except as herein provided, without the written consent of the party of the first part.

It is further understood and agreed, that if the parties of the second part shall fail to keep and perform any of the conditions and covenants of this agreement to be by them kept and performed, and shall omit or neglect so to do for the space of ten days, then, at the option of the party of the first part, the whole sum of fifty thousand dollars and interest, fixed as the valuation of the personal estate, shall at once become due and payable, said lease shall cease and determine without further notice, and the agreement to convey said real estate shall cease, and be and remain null and void.

It is further agreed that all the books, papers and accounts of the business of the parties of the second part shall be at all times open to the inspection and examination of the said party of the first part, and such counsel or experts as he may select to aid him in the examination thereof.

THE CORNELL UNIVERSITY,

PRESIDENT'S ROOMS,

ITHACA, N. Y., May 13 1872.

John E. Cornell

My dear Sir

If you
pass by Binghamton can
you not see Shapleigh &
Wells regarding the Tur-
bine, ^{water wheel} or to hurry them
up or at any rate to
let us know what we
can depend upon.

The want of anything
definite in that quarter
paralyzes us completely
The need of water will

of course begin with -
the first stone that
is laid.

Also the ward
matter. You see by his
letters that he is very
anxious. He said to
me that he would
rather have two notes
than to be obliged to
wait for cash. He also
asked that the note
be dated from Tuesday
the 17th - which was
the day on which the
carts were delivered
here.

My wife & son
A.D. White

4000 ACRES.

In Stearns & Pope Counties, Minn.

To wit,—E. $\frac{1}{2}$ Sec. 33 and W. $\frac{1}{2}$ Sec. 34, T 126, R. 37. Also N. $\frac{1}{2}$ Sec. 3, Lots 4 & 5 Sec. 3 N. $\frac{1}{2}$ & SW. $\frac{1}{4}$ Sec. 13, NE $\frac{1}{4}$ Sec. 23, NW. $\frac{1}{4}$ Sec. 24; S. $\frac{1}{4}$ & NE $\frac{1}{4}$ Sec. 25, all of Sec. 26, all in Town 125, R. 37. Also N. $\frac{1}{2}$ Sec. 21 and Lots 3 & 4 in Town 126, R. 36. Also SW. $\frac{1}{4}$ Sec. 6, N. $\frac{1}{2}$ Sec. 7, & NW. $\frac{1}{4}$ Sec. 8 in T. 124, R. 34. Also SE. $\frac{1}{4}$ Sec. 34-T 127, R. 35.

FOR SALE

At from \$2.00 to \$5.00 per Acre.

Fifty Cents less to actual settlers. Address

A. J. CROUSEY, Lincoln, Nebraska

Or inquire of T. C. McCLURE,

St. Cloud, Minn.

Ithaca May 20. 72
R Chickster Esq

Dear Sir

Yours of 13th asking
me if I want to buy "1/2 of Sec.
7" does not describe the
land so that I can't tell what
Sec 7 you have for sale
as I have several parcels of
land near Abilene adjoining
Sec 7 - Please mention the
town + range and whether
East - West - North + South
1/2 of 7 you have for sale.
I can then determine about
the purchase -

Yours Respectfully
Ezra Cornell

West 1/2 of Sec 7. Township 14 Range 2. East
Respectly

R C

May the 21 1872

Mrs Ezra Cornell

Dear sis i have had
very Bad Luck and
i cant get that
Money i have been
at farming and your
plus pay and wait
till fall when i bring
my Groom to Ithaca
and sell it then i
will pay it a' am
a poor boy but honest
do and oblige your
humble servant

Simon B Snell
Mary Broth

i' saw her
last Sunday
and i' told her
that i' would
write to you

I paid the note for
the above \$32.¹² May 26.72
E Cornish

Albany May 25. 72 -

Mr E. Cornell -

Dear Sir Ithaca N.Y.

We have taken the returned Stock
from Newbern N.C. into the Mills
and inspected it to find its Condition

It is mostly 2^d handed and
the large gears worn so as to require
new brush Cylinders and new Hoppers
new bobbletting of boxes - Saws re-filing
and all repainting and cleaning up -

They have been returned with the
pullings on and unprotected so that
a number are broken in handling
and the repairs on such of them will
be considerable and should be charged
to Hutchell Allen & Co according to
the terms of Settlement - as to the
Credit to the Estate of H. S. C. Son,
it will I think be desirable to
make an appraisal or valuation
for them in their actual present

For averts I think look forward answering the letters of Commerce and business

H. L. Emery & Son
May 23, 72

Condition and that we take said property at such fair valuation and account to you as the assignee of said Estate for the same - It will thus enable that ofc to be closed up for the Estate so far as these goods are concerned at least leaving your ofc with Mitchell Allen & Co for the Estate to be computed with interests &c &c

These goods were to be returned if at all, as new goods, in exchange for other new goods at even prices - at the time of Exchange - Now they charged them back at original cost prices of 20 \$ and have been allowed 25 per cent on all new goods since that date - please reply what we may do with the machines as they stand - We will soon I think need them or new ones of like sizes to fill orders - Yrs truly H. L. Emery & Son

Sturville Pa June 17th/72
Dr Uncle

On May 1st 1866
I gave You Check for Seventy Eight
75/100 Dollars being the interest
on \$900, # From Jan^{1st}/65 to Apr
1st/66. On our Note of \$1000,
less \$100 # Endorsed as donation at
the time I was drafted, leaving
my share of the note \$400.

A. P. C. being
desirous of taking up his
share of the note, I have
sent the enclosed note for
my share together with the interest
to July 1st/72 (less \$25- for 10
bbls apples Oct 25th/70) which
I will endeavor to meet at maturity
My share of Note - \$400.

Intⁿ from Apr 1st/66 to July 1st/72. — 175.
less bbls of apples Oct 25/70 — 575.
250
550

I would much prefer to cancel
my interest in the note now.

but having purchased a
property here recently upon which
I have semi-annual payments to
make of \$500 each on July 1st/72
& Jan^{ry} & July/73 together with having
recently purchased my Partners
interest in the Coffee & Spice
business here; I shall need
all the money I can raise
in the time. If the enclosed
note should not be drawn satis-
factory please return it & enclose
blank for signing. if the above
meets with Your approval.

My Business is pros-
perous. Wife & family well & should
be pleased to be remembered
to Aunt Mary Ann & all our
Cousins

Respectfully Yours Stephen
Wm. H. Cornell

Easton June. 19. 1872
Dear Uncle

Enclosed you
will please find William's note
for his portion of our note
And also ~~over~~ a draft on
New York. for my portion less
the interest due. I can not
spare the interest money just
now but will endeavor to
send it shortly. You can send
me the ^{old} note. Thanking you
for the leniency shown us
I remain as ever

Yours &c
W. P. Cornell

Geneva,

June 25th 1892.

My Dear Sir,

I have been in the hope until this afternoon that circumstances would favor instead of prevent my going to Ithaca to-morrow to be present at the meeting of the Trustees of the University.

As I am not able to attend, I write at the last moment so to inform you.

If this were the only time that I have failed to answer to this call of duty as trustee I should not need to add any more.

But I have never yet once been able to attend a

meeting of the Board at Ithaca
if I remember aright.

I do not think that it is
proper to hold an official trust
whose duties I can not meet,
& it must seem so to others also.

I accordingly feel bound to
hand to you the enclosed resig-
nation, which being accepted
there will be a vacancy to be
filled by some one who can be
of use to the Institution and
can satisfy himself that he is
performing the duty he has taken
upon himself.

With respects to the gentlemen
of the Board & to yourself

I am truly yours

Chas. J. Folger

Hon Ezra Cornell

Ithaca

To the Board of Trustees

of Cornell University:

Ithaca N. Y.

There existing reasons which
make it imperative upon me so to do,
I hereby resign my position as a Trustee
of Cornell University.

Yours Resply

Chas. S. Folger

Geneva N.Y.

June 25th 1892.

DEPARTMENT OF ARCHITECTURE,

Cornell University,

Ithaca, N. Y., July 4th 1872.

- Dear Sir,

Will you be so kind
as to telegraph to N. Y. and
ascertain whether the plans &
copies of Iap College have
been forwarded? -

Mr. Sage wishes to know
several items in regard
to wages of mechanics, etc.
which I have requested
your brother to give him.

He is particularly anx-
ious to know whether any-
thing has been done about
the supply of water.

Very respectfully yours

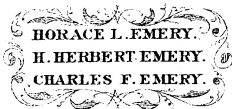
Chas. B. Batech
Hon. E. Cornell.

OFFICE OF

The Albany Agricultural Works,

H. L. EMERY & SONS,

PATENTEES & SOLE PROPRIETORS & MANUFACTURERS OF



Emery's Patented endless Railway and Lever Horse Powers
Condensers Threshing Universal Cotton Gins.
AND
SAWING MACHINES AND ALSO MANUFACTURERS OF
Machines with cleaners combined also with separators
FOR WOOD AND MANUFACTURING PURPOSES

of and Wholesale Dealers in Agricultural Machines and Implements of the latest and most
approved construction and utility extant, and adapted to the wants of all countries and people

ALBANY, N.Y.

July. 13. 1872.

Mr. Ezra Cornell

Ithaca. N. Y.

Dear Sir

We learned upon application at the
Bank yesterday that the Note referred to in yours
of the 9th instant falls due August 1st and 4th.
The amount of the Note is Four Hundred and
Eight and 9²/₁₀₀ Dollars (\$408.92) and is signed
by Pitkin.

This seems to be the only one due during the
month approaching.

Very truly yours

H. L. Emery & Sons

Office of R. A. GUNN, M. D.

CONSULTING AND OPERATIVE SURGEON.

No. 104 West 38th Street,

New York, July 23rd 1879

Hon. Ezra Cornell,

Sir,

I take the liberty of addressing you on a subject concerning which you may not be altogether uninterested. The bickerings and prejudices existing among the different schools of medicine have awakened many of our best physicians to the necessity of organizing some movement by which these differences might be forgotten in a united effort to elevate the profession to that higher standard of scientific attainment and general usefulness that it should occupy. With this

object in view, a movement is now on foot, in this city, to organize an independent Medical College - one free from any sectarian bias, and liberal enough to adopt everything in medicine that is proved to be of value in curing disease.

Every physician should be recognized on his individual merit and attainments, regardless of his views concerning therapeutics.

It is also intended to extend the usual lecture term to six months, and to divide the College course into three years, with certain studies for each year. In short, the object is to elevate the standard of Medical education to the same standard as we find ^{it} in the different countries of Europe, and at the same time to recognize all that is good, no matter from what source it may have originated.

Office of R. A. GUNN, M. D.

CONSULTING AND OPERATIVE SURGEON.

No. 104 West 38th Street,

New York, 187

Now the point I wish to reach is this; should such an organization be completed, could the school be affiliated with Cornell University or would the Trustees feel sufficiently interested in the progress of medicine to take some part in effecting the organization of a medical school on the basis above mentioned.

Your earliest attention is respectfully requested in this matter, and your reply will be waited for with interest.

Hoping to hear from you soon. I have the honor to remain

Yours respectfully
R. A. Gunn

ERIE RAILWAY COMPANY,

OFFICE GENERAL PASSENGER AGENT,

(Box 839 P. O.)

New York, Aug 9th 1872

H. B. Wood Esq
Treas' Albany Agricultural Works
Albany.

Dear Sir:

I have before me your order for insertion of Advt in through and local Time Table of this Road made payable after July 1st 1872. We have fulfilled our part of the contract the Time Table having been posted at every station on this road since last Decem and will continue so posted for one year from that time, and now have to call on you to fulfil your part of contract Please send check to my order for \$175.⁰⁰ and I will return receipt, enclosed

ERIE RAILWAY COMPANY,

OFFICE GENERAL PASSENGER AGENT,

(Box 839 P. O.)

New York, 187

Please find copy of last edition
published

Very truly
Yrs. J. R. Abbag
W. U. A.

of a cut of Home Power with the words below
of a cutting age books - Catalogues sent free
one application - This is all of it -
not worth the postage on one letter

Albany Aug 3, 72
E Cornell - This was received
today we know nothing of it -
cannot find any trace of it on
copy or other books - The time
table referred to is an advertising
scheme of no possible value or
use - It is a large post Bill with
a Rail Road time table in center
and pictorial displayed advertisements
surrounding the table - The advertisement
referred to in this letter consists only

The Albany Agricultural Works,



HAMILTON, LIBERTY AND UNION STS.
ALBANY, N.Y.

HORACE L. EMERY.
H. HERBERT EMERY.
CHARLES F. EMERY.

Albany Aug 16 1872

had just reached Little Rock with awful thoughts in it
you & H. & C. Emery had -

Mr E Cornell
Ithaca N.Y.

Dear Sir in a letter of 9th
Aug just to hand from Jones
McC Dowell & Co Little Rock
we find a post script as follows
" Have received letter from Mr Cornell
" but containing no authority to draw
" back nor an arrangement to extend
" the time of payment of our acceptance
I do not know what you wrote them
but their letter sent to you proposed
to draw on you to pay the face of draft
while you were to pay such drafts ^{there}
and draw ^{back} on them at 3 mo from its first
maturing - for this actual amount due
on their account - we say this much
as it seems unsatisfactory and they are
not purchasing much since their
first order. I hope they say in same.