

Saturday May 30th 1885

My dear Adams:

Your reference to me in your letter to the Judge implies either that I did not correctly represent you or that the Judge mistook my report.

Neither is correct. You did say at first that you intended to come down after your planting was over. You had already waited ten days without even noticing our objection to your proposition.

When I put the question directly to you, you will remember that you said:—

- 1st That you had been "bitten once on Patents"
- 2nd That you would not go into anything where some other party might by a simple improvement gain a patent which would overthrow ours.
- 3rd That you had prepared advertisements offering your property for sale & intended going to your brother in law in Colorado.

I considered this statement very much stronger than the Judge kindly put it in his letter. It was not merely a declaration that you wished your proposal "to be considered as withdrawn", but that you had already acted upon it as withdrawn without having had the kindness to inform

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us of that fact. I thought this unbusiness-
-like and unmanly, but the Judge, always
careful of the feelings of others attributed your
lack of frankness to indecision & timidity
and wrote as he did to offer you a pleasant
way out of an unpleasant dilemma.

I am a plain blunt man, Adams
and I must say that, the promptness, candor
and delicacy of the Judge's conduct in this
matter should have prevented you from
attempting to criticize his "practical business
Talent". You should have remembered that
although he has lately lost a large fortune,
that fortune was made before it was lost.
It was neither an inheritance or the result of
accident but an exercise of the same
"practical business talent" that impelled
him to set about retrieving his misfortunes
before he could leave his bed, and has led him
to undertake even in his poor health with
cheerfulness and confidence a task which
few men would have courage to face.

In negotiating with you he has acted for
those he represents with frankness, candor and
cheerful consideration of your interests and
feelings. You will admit no doubt, that
the vacillation, delay and manifestation
of distrust have all been upon your side.

You were the proposer. Your proposition was accepted promptly. You expressed yourself as satisfied. Then you raised objections and demanded more, it was granted the Judge conceding that if you did what you proposed, it would be but fair. Then you said "Go ahead, I am with you. You can have part of the money next week" &c. Urging us to hasten our preparations. After this you ~~inserted~~ inserted in your draft of contract a provision in violation of the preceding agreement, demanding fifteen percent more.

Now you urge as a reason for neglecting to pursue the matter further that we had proposed to restrict the operation of the contract to our "present patents," when no such proposition had been ^{ever} made or thought of by one of us.

I would have been glad to have had our negotiations end, if you desired to end them as pleasantly as they began. There was no reason why you should not give the matter up if you desired

to do so. ⁴ If your judgement disapproved
it or you preferred something else you had
only to say so.

But I submit that you had no
right to attempt to avoid the responsibility
for such a decision by attributing it
to the Judge or to me, what we never
said or thought.

I am as ever

Yours sincerely

Wm. D. Jennings