Letter Book B.

from Sept 26th 1821.
O'Grady, Esq.  

[Handwritten text]

Aug. 17th, 1821  

[Handwritten text]

K. M. A.  

[Handwritten text]

O'Grady, Esq.  

[Handwritten text]

1020045  

[Handwritten text]

Sept. 20th, 1821  

[Handwritten text]

I did not receive your note of Aug. 4th until last week, copy of my letter came to hand at the same time. I have been out of town, and have not had time to notice them before. It has now occurred to me to answer the inquiries contained in the latter as our a Butler has left the country on a journey, and came find no duplicate copy notes in his hand. I shall however not have access to the records. I have not the information of the various notes you have referred me to but have ordered them on their presentation. I shall however not have access to the records. I have not the information of the various notes you have referred me to but have ordered them on their presentation.

[Handwritten text]

Augustus Barker  
Belle D. Porter  
Benj. Barker  
Jacob Younger  
Alvin Brown  
Marthard Bell  
Shelby Sisson.

[Handwritten text]
O. Phelps Esq.

Sept. 20th 1824

I do not receive yours of Aug. 4th until last week, or, if de 4th came to hand at the same time. I was during the part, & have not had time to notice them before. It is now out of my power to answer the inquiries contained in your letter. A writer has left the country on a journey, & I can find no duplicate copy here in his papers. I shall however gain access to the necessary papers before long, & will with pleasure give you the information you desire.

I much regret not receiving intelligence of your being in the country until you probably left. Mr. T. • • not being long on this coast, I calculated I should probably not meet you, if you started in the June • • suit, or I certainly should have waited upon you.

Permit me to correct a mistake you seem to have under. Our claim is not against O. L. but against O. R. whose estate I am informed is not involved. I have a particular desire to take land in or R. 15th for this claim perhaps my estimate of its value was too low, but it may be adjusted at appraisal. It is convenient to me, & I could manage it myself, while your other lands lie in a section of the country, with which I am almost unacquainted. Remember, it would have been my particular wish, if we could make a negotiation that you should, I think it possible that land in preference to any other. Your speech of substituting engagements with the Indians if they prove军事ly tract with my wishes, I do not insist upon it, but if you feel as strong a wish to accommodate me as I feel to
meet your convenience, I presume you might appropriate lands enough of these to satisfy my claim. Upon inquiry of Mr. S. of the Torrent lands, he was unable to give much account of them, I calculated again to meet him again but he did not come. I shall means to carry suits operations, the agreement once made between us to receive salable lands, any where on the Reserve, in pay for the debt; to be assigned to you in any manner you may wish, which will not violate our agreement. I propose either give up all or part of this value, if the lands were in my vicinity for the convenience it would give me. The value, if we cannot agree, it must be ascertained in some mode to be agreed upon by appraisers, or selected by each. I feel as if in the present condition of lands, this was going far enough.

May I call your early attention to this subject? So frequently hope it may soon be ended. As an inducement for haste, my mother, the reversion of my father's will is growing aged, in the event of her decease, it would be necessary that a new Administrator should be appointed, to convey a valid title of this debt to you.

Oct. 15th 1821.

D. Beverlin Esq.

Dr. Sir, I sent your favor by Mr. Beatty yesterday conveying a draft upon Messrs. Lee $415.00. As Mr. B. chooses to take another course, I have defaced the draft, or &c. I trust it may arrive in safety.

Oct. 22nd 1821.

My last letter which P. carried to you, was written in great haste, I did not there acknowledge the receipt of your former letter, but, of N. P.'s letter to you, your letter was not in the hands of Court. O. S. is not here. P. letter back by the British Post I had no time to converse with N. B. - or agree upon any arrangement. But I knew it was valuable to you. I safely preserved it; I hereewith enclose it, in conformity with the instructions of your letter seen yesterday.

N. B. desires having recourse to be writ of Error. I am writing with much anxiety, for the result of the decision of this question in your Treaty.

Oct. 22nd 1821.

N. D. height 6'1.1/2" weight 185 lbs.

Oct. 22nd 1821.

I noted your favor of Sept 14th by ye Debtor's hands. In Feb 1820, I filed a Bill in one Court of Chancery for Mr. Kelly, praying a Receiver be appointed, of the estates his effects, the concern closed. In May 1820, an adjustment took place between R. & me, by which a decree was entered in favor of, that Mr. W. give to Kelly the mortuary fees, of which the judgment is a copier after clearing the title to his lands, from the original owner. In March following, Mr. W. was able to give a title, the deed was subsequently executed to the Bill, and in the next month, by some strange stipulation not contrary, gave the mortuary to your valuable friend, while the concern was of operation on the property, I believe that actual notice of the deed.
Unreadable text.
In said the writer proceeded to the Thomas marked out on the land. It was not left unconsidered carefully as
I could not tell whether I was to have time to act. When
a week to come elapsingly through the land was not
action. I have now inquired upon the line of a legal
right to cut the wood on the main body of the land, and
without a sight of the whole line it was necessary to extend it on a sight seeing
of the main body of the land and that a good
right was destroyed by fire.
A few frequently seen settlers of the land
was in market. My friend had been that I could
probably procure a little time that my indignation
was to be concluded particularly the matter
of business. I believe your manner of land
in the interest of the land, not otherwise than
my good friends obtained for 80 per acre. So in
these one timbers in great numbers payments
with your interest, land on the Round Ridge
in the 8th section marked off. If thought
I would object sales of any consequence. I should
like to make a contract with you, to take
land for the convenience of your pension. If, although I blame not being willing to allow
the return of any power. But in Texas, such
is the agreement of security that their own
laid of leaving large scale except at a price
you may make on certain lands. It is not
about 15 miles from government lands of a
hostage property, than that, which are
sold out 1 25 per acre once which attract all
the subjects to write each
I am not much intention to sell. But
As you kept this latter, one to procure a list of your land to
same places but have been prevented by the presence of the collector. Your tens or this idea, and between 2 50 a 50, by which you can sell that item in my act. Since
completing this time and without proposals to take land of you I know not
what to say. It is surely better for eastern lands besides to sell than
themselves if they can get their actual value, them to continue paying taxes. I do
difficulties less in ascertaining what they are really worth. Mr. B. of
Fairfield, located the County, this season is now offering his land, consisting
of eligible farming situations for 2 100 per acre, by the single farm,
4 40 credit. Showing one with 400 acres sold together for 3000
for the whole tract. I believe I could sell a near cell among, in a
short time for 2 50, except lots 10 20. A lot in the ridge, which
are worth more. I wish you could come into the Company, because
see its situation, satisfies the value of its value. If you feel satisfied
should sell lots not possessing local advantages, for 3 50 if
what more I can get, you will please forward me a power. Or if you will give definite instructions, they will be obided. I think it would be even worth a farmer here to satisfy your self of its value. Mr B. who continues to ocommission for business, please advise me soon, relative to the 400 acres. I see CL.

SS. Wm. Ely
Nov. 5th 1821

Sir, your patience is probably exhausted at the delay, which has occurred in executing this business. Mr. Mary and Mr. J. B. will have both been sick, so the D. was for some time detained by the sickness of his wife. It is here even executed. I hope to your wishes. They have returned about 1800 and the book possesses the long contest, although the Committee thought the lot through which the swarms have so preferable to the other, yet that they might in your language, beyond all dispute do justice to Cains, they threw out 60 acres, as follows making the surplus over 1450.

I am sure you will find that on communicating this notice to Cains, he was perfectly unmistakable so uncompromising. I see CL.

R. McCarty
Oct. 6th 1821

I have somehow since filed a Bill for frauds agt. Beauty, where heretofore written to you for the Westremote, which I have not read. There are desire judgment credits of D. who have lived upon his real estate although I should get advantage of Beauty, after of these at some future day might come into possession. It is better to have a house properly done than not done at all. I have therefore caused them to be made familiar to D., so enclose an advertisement, which you will please get inserted in the Connecticut Gazette, for giving to me the paper. I see CL.

WP. Cleveland
Oct. 6th 1821

Sir, I have lately seen Mr. Wallis pretend a right upon your account. I find that Mr. B. of Warren, to whom you have been to fee probably given the gift of collection, has taken his note, converted you of it in full. Have you not seen him yourself? He is about to call his attention to it, to be wound up in a way for collection. I have filed 2 Bills in your County in which you are interested. I continue to enclose the notice to your care, you will oblige me by giving the document on the other page, with the enclosed for $5.00 to W. Green, to the publisher of the local gazette.

The grounds of our claim are these: In 1815, (before your incumbrance) J. Wm. Jones, the Attorney for H. Richards, gave the certificate for the sale of these lands to our claim. Down en was immediately taken, all the conditions complied with to 1820. When the purchase money became due, there was no
I would be equally able to us, if the, however, could agree together, as to the disposition of this money. If it would facilitate our business, the issue could either in giving us a title, so that the demand be pro forma only, I have, therefore, endeavored to explain to you the foundation on which the title, if I have convinced you they are undoubtedly, so if you feel disposed to aid us in perfecting our title, I will so arrange the business, that it shall be without expense to you. I do not, of course, wish any thing to do with the Deed, unless you are satisfied, we shall ultimately, as justly prevail, but if you are satisfied, I can save you money.

I propose, if the Mortgages can agree unto the disposition of the money, that Judge Ruggles, the former agent, be appointed to ascertain what is due, or receive checks, to be taken pro forma against the minors, their,without cost, against the Mortgages. The claim costs have been ass

In Richardson, for placing his property in such a situation, that he cannot complete his engagements.

Will you have the goodnes to fill the blank in the advertisement, with the names of the Lewis children, and excuse the trouble I give you. Your reply will oblige me.
Upon inquiry I receive Mr. Murray's real property in Portland, honors worth between $2500 & $3000. Do not know whether a purchaser could be found, but apprehend if a man wished to purchase he would be willing to give that sum. Mr. M. places an extra value upon it if I doubt not but men might be found willing to appraise it at $5000. Mr. M. offers to transfer the property for the satisfaction of about $100 debts.

I am fully of opinion that Mr. M.'s creditors stand no chance of being paid except from this property. I do not doubt but that you & the creditors of Mr. M. will in any event be entitled to the first. Avoids any scheme to take the property immediately without costs or delay & bring it to market. I will with pleasure attend to any demands in relation to this business.
An understanding with No. 7's would have been by all means advisable if you can effect it upon satisfactory terms as many difficulties exist in making such mortgage property available to you without the consent of the mortgagee. I mean difficulties arising from the unwrighteous laws of our State.

Nov 13th wrote to S. B. enquiring the Norcotta claim enclosures and enquiring the following in a copy, Six months after date I promise to pay the sum of dear twenty dollars containing one hundred dollars and interest. Signed April 23rd 1827 Wm. Edgidge

Same date written to C. S. etc. to R.

Same date written to Geo. Beers inc. the same, enclosing 1000. dollars.

Scholos Brunett Saline.

Nov 19th 1827.

Sir I have promised a copy of deeds of which I enclose, He would not show his debtor side. I now propose, if you think best to refer the whole matter to 3 indifferent men to end it. I think the best or surest away of preventing or will make the terms as advantageous for you as I can able. I wish you to point out where I can find evidence of such item, as far as you are able to institute one. I can find no proof that you can find norcotta's home in the spring. Nor can Mr. Brown's testify, that you can find him not to sell salt for less than $30, butetrize having seen him 99 times, you believed it would be worth $25. 50. If you do not think it to suit rate I consider it would be better to sue in Champaign than in Mason. Will you please advise me further as to how you can get permission to leave it out with such other questions as you deem necessary.

R. M. Curry, Lxma.

Nov 20th 1827

acknowledging the receipt of his three notes, and asking enclosing an advertisement to him stated the late decision respecting mortgages.

Wm. Gordon

Nov 20th 1827

Sir At the last term of the court I put tendered I promised to pay the $500. last paid. I now consider it as since, as he has ample lands, but I do not expect to realize money at once. Our laws are made to protect debtors from cannot raise money from an item. He promises to pay as soon as he can, as will turn out any promise to any extent I can not but looking to the court to effect that by giving him some its not by force. I hope you will approve that course I am some excuse in there, you would perhaps no other.
Sir, I have had your letters lying by me for some time. Immediately after receiving them I waited on Mr. Poole who told me he did not owe you a cent. I then

upon an honest settlement you and in his part. I asked him to write to the same account, against you. I endeavored to explain to him that I should be able to prove it. I have delayed writing knowing the nature of your account, I understand to your bank. You to offer some terms of accommodation the only offer he would make was to submit it to arbitration. I provided you would become bound to pay the

balances if any was found against you which I of course defined. I think all prospect for an accommodation is at an end. I now await your orders. If you conclude to sue as it will be necessary to enter security for the costs.

I will now please deposit in the hands of Col. G. Peck $50 of your place some security to the extent of fifty dollars as an indemnity to me, and I will see bonds can first be issued. You understand I wish the security mainly for the taxed costs which if you are unfortunate, I may be compelled to pay.

As for the matter of recovering a debt against Boyle, it is something unforeseen. He has a great deal of land in his hands. Many large debts against him, he is protected by the wicked laws of our state at present. But his habits of business are uncommon. He does not seem disposed to improve the benefits our law give him to settle his debts. I think however that if a Judgment could be recovered it might be forced from him.

Yours &c.,

John D. [Signature]
Dec. 11th, 1821.

Mr. Samuel S. Smith, Secretary to Scranton College.

I have ordered the following books to be sent to you:
1. "Elements of Mathematics" by Augustin-Louis Cauchy, 1821
2. "The Method of Least Squares" by Adrien-Marie Legendre, 1821
3. "The Calculus of Probabilities" by Pierre-Simon Laplace, 1821
4. "The Theory of Electricity and Magnetism" by Michael Faraday, 1821

Please accept this as a token of my approval of your scholarly pursuits.

Sincerely,

[Signature]

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Dec. 14th, 1821.

Mr. Samuel S. Smith, Secretary to Scranton College.

I received your letter of the 11th instant. I am glad to hear that you are progressing well in your studies.

Enclosed is a copy of the article on "The History of Mathematics" by Leonhard Euler, which I believe will be of interest to you.

Best regards,

[Signature]
Long time expecting I should be able to inform you Ien had performed his engagements with me you recollect the time he asserted to as detailed in a letter some time since I have since that his upon procured a foreclosure of the Tillen mortgage at their expense from which I expect to realize some money, they have the mortgage on the store which when it expires I shall endeavor to foreclose.

Sovn 180 on the Butler Rie [officers judicial office] 2 orders to the amount of $323.51 principal 273.25 int. I have it in my power to secure these by ordering the separate orders attaching a new one for the whole amount. At this gives interest upon interest I shall effect it I have paid a small lot of to have to Green Bay which was of some consequence I realize 40% in cash which I hold to your order, I will remit the first opportunity.

Dec 1st.

1.

Dec. 1812.

Sir: These 85 years try for the current year is believed to be one of the best in the history of the United States. It has been a year of unusual prosperity, and hopes are entertained of a continuance of the same for some time to come. The present is a time of unprecedented prosperity, and the expectation of a continuation of the same is entertained with confidence.

My account of 1835 + 1.00 to be paid to my creditors.

S. B. Barnum

Dec. 1835

Sir: I have delayed sending for you

Dec. 1835
From the protection on that I give to debtors, or the expense in dealing with frauds, I should consider it better to take the time than to take my chances.

But from E's ill-health, I doubt whether that course is to be recommended. I will state what I can do, and leave you to judge. I can bring a Case of law where the land valued at $[redacted], its supposed value, Netflix the balance as a debt against Deathy, while E 16. I am liable to pay. The expense of this mode of proceeding will exceed $100, of which I will be liable to pay $40 or $50. This would not cut the question of the most eligible mode of proceeding, as we were sure the land would be valued no more than it is actually worth, but I fear there are a few circumstances to set an higher price upon it than they will bring, that there is some risk, lest the expense of this proceed may tend to make them away, as well the land thereupon is not, in full satisfaction of the debt. Upon the whole, this is the course which I recommend. The land is not actually worth more than $300 per acre, cash in hand. Even allowing the land to be valued at $400, I can scarcely think it should exceed it, it will, allowing for all risks, leave a large balance going to the parties I - and bringing it in at $350 the appraised, which the parties 4 - can hold at 2 16.

With respect to the other land, I shall be happy to perform any office which may be required. They were me no particular case, except to see the taxes are settled, which I will judge of. E 15. - So am not. In my opinion, bringing the land to market, I should be pleased to be the agent.

I think they might be sold at 70 - 75 - 80. 1/2 in hand, 1/2 in

June 19, 1832.

Dear Sir,

I received your letter, and am pleased to explain the situation of the balloon land, in the second section of Section 2, as I am more at a loss, what course to pursue relative to the Deathy Mortgage. The first course I have is, to give it the land $300, and sell it for the same, or $500, as you will determine, or sell it. If E - have to count with some expense, I would take it, for although B has a large part of it, and will sell it, I cannot, from his conduct, from his manner, not take his advice, from his manner, like best.
Mr. D. Brice, Esq.

Will you please favour me with your views relative to the mode of proceeding above shown by B. alone to be looked to? I think it would be best to take the land at once, if we are intended to be held at C. I recommend the other course. In the last event I shall require no conveyance of cash, until the business is complete. Please inform me what other conveyances are required relative to the other lands.

I am, etc.,

Upon reviewing my letter, I wish to explain, why I defined different values to the lands, as mortgages on the other lands, as the quality of both in the same. In the first, I intended to value it at $1,200 per acre, by the whole tract, viz., at $9,750 or $1,500 by the single farm—or at retail, on a credit.

Dec. 12th. Wrote to R. D. Sacke, requesting

Mr. Davis, forward Cyclops in 92. Wrote in same to Sally.

To D. Gibson, Esq.

It is a considerable time since the date of my last. I did not receive the assurance of the creditors as to take the property before about the middle of August. At that time, Baldwell was confined to his bed by severe sickness, from which he did not recover so as to attend to business, before about six weeks since the setting of our Court, and the reason for adjusting new resident taxes have prevented my attendance before Monday last. At that time the proposal was made; it gives me great satisfaction to give you the result, the value of the property here is fixed at $1,100, which is nearly half what I had offered to take for it; so is so greatly short of their expectations, that I presume they will use their efforts to sell at any higher price which you can collect is to be applied upon the debt. The only objection they have to Mr. Brindley, to appraise the Novilgr property is his distance. They give since this year are the following named, as persons with whom I would be suited, viz.:—John Knowles of Clatterings, William F. Fuller of the same Village, David Bache, and John Bache of Canarsaiga. Will you please convey one of either of these particulars to Mr. B., immediately forward a description of the land to him, should you consider these persons unsuitable, please give me the name of some one in the neighborhood of these villages or somewhere in the town of Sullivan. It gives me great pleasure, that they are not likely to gain great advantages when we are in respect to their property. I now find that the value they have before private upon this property was $1,250. I presume the present price may be realized in corn at some reasonable rate. Have hopes of effecting a sale to Mr. Woodruff. As soon as I can take the valuation of the A. J. property, I will take your subject note, as forward it to you.

Yours, etc.,

Elia.
section, which is extremely surprising. He ought to have about 640 acres of which he has intended to convey 150 acres; but from the very slender manner in which the conveyances are drafted, it is doubtful if he has conveyed the whole.

Since we can reply to none of the Dept. 666, are you not willing to offer me the street in the 19 R.

Wm. L. Coe.

East Mertis.

Dec. 3rd. 1821.

You do not state your case so fully as I could wish. I believe the second note has been endorsed and in whose name is the amount. In my opinion it would not be safe for you to make the payment to W—— as there is no obligation upon you to do it, & if you pay another man, without his consent, you cannot recover it.

If W—— can collect that of him, it alters the question.

J. Wolcott.

Dec. 31st, 1821.

I received your favour by the last weeks Mail. You will please forward to me a power from Messrs. Wood, Pitt and yourself, and from Mrs. M., giving me power to control 66 under such restrictions as you may deem advisable. I do not wish a power to execute deeds since a able under by myself under such a devise, as this would be subject to. All deeds must therefore be executed by Messrs. Wood & Pitt. The only point which you are liable to fail in working out...
Correctly is the Form of the acknowledgment I have therefore added a form on the other page (it is likewise necessary) that the other parties should acknowledge the instrument before a justice of peace. I will now inquire whether the above contract is in your hands and what effect it covers. I would further what you would value the lands not possessing local advantages, for cash in hand. (Great difference exists between cash and credit. A difference created by our private wars. It is usual to make a considerable deduction in everything for ready money. I would suggest that $2.00 per acre in hand would be about the usual price where it was estimated at $1.50 on the ordinary credit. I believe I could get at least in the third section lying on the road at that price another subject I want your orders. From a cursory examination of the received, I believe one of the other instruments has got about 250 acres more land than belongs to him. That the estate of Mr. Coke is likely to be the sufferer. I cannot now certainly ascertain the fact, but I am a train of inquiry and shall not fail to take it up. I will use my endeavors to collect interest from King, but I fear it will be more uncertain. On my return from a tour that I am about to make. I will go to see him and do something.

[Signature]

On returning from Columbus last evening I found your favor of Dec 21st conveying a deed from Mr. Wheeler to Wheeler & Co. To me. The Supreme Court will sit in our County in April or early in March. The nearest advice I have of it is written to ascertain whether you prefer I should adopt Wheeler’s acknowledgment. I make the journey or wait until June when the acknowledgment of both parties can be obtained without expense or trouble. As soon as I receive your reply, I will pursue your directions with much pleasure.

J.R. Gold, Capt. Whitmore

On my return from a short journey last evening I found your favor of Dec 19th conveying Thirty five dollars which I am to send to Hiram Buggs on account of your taxes by him herebefore paid. I shall have an opportunity to send to Mr. Buggs in a day or two, I will promise his receipt. It will give me great pleasure to act as your agent in managing any business you may think proper to commit to my hands. I cannot this moment get access to our duplicate. I will however do it in a few days and I think it probable mental redemption can be effected in your taxes.

I think the demand for land is increasing. I have some sales can be effected to good men although at a moderate price.

John Roe Washington

A few days since at Columbus Mr. Whittlesey engaged to write to you upon the following piece of business. As he
I am not so well acquainted with the circumstances as some may have been. During the last summer, John B. Flanner of this County applied to me for assistance to procure a compensation for services rendered to the Custom House Department in this district. F.P. Ferry had been formerly appointed him as assistant surveyor and had devoted much time to the business under the appointment. Indeed, the whole business at the mouth of the White river had been managed by him since 1816 and he had received no compensation.

It occurred to me that Ferry had no authority to make such a demand and did claim although I perfectly felt such a claim would be only for a small account.

Therefore made out such an account under my own oath accompanied with a certificate from F.P. Ferry that it was just and reasonable. I forwarded these papers directly to the Treasury of Fort Gibson. I have received no answer.

Mr. Flanner claims I consider in every wise just. He is the same man whose memorial for services during the war was forwarded to you a few days since by Mr. Whitl; your letter, you confer on him a special favor by forwarding attending him to the court; by looking up the papers & giving instructions as to the mode of procedure. Will you please favour me with a line upon this matter.

I otherwise enclose two depositions to preserve the wages of one Robert Barberon. I forwarded the papers to the third Auditor sometime since they were retained until further proofs could be offered of the death of F.P. while in service. These depositions I fear cannot be heard enough, but I can find no better proof unless from his widow who is perhaps too much too much interested in the amination to this and any instructions you can give me to procure that claim will be a great service to family in very low circumstances.

Union Tibbs Fort Mays

Having just returned from a journey to the south, I found your favour. In answer to your, it requires I feel no doubt, but the scheme cannot be sustained. In its present shape, as no seal is affixed to the signature of Mr. Mr. if Mr. had set a seal one part has no right to bind another by sealed instrument without a special letter of Attorney.

But as our partner may bind another in a contract relating to the partnership, either verbal or written (with out seal) I shou'd suppose your better course would be to withdraw the present suit. I forward the Contract to assist you to have the suit commenced against both of us on an unsealed contract, made by me in the name of both. You ought not however to do this before the present suit is withdrawn which must I conceive be in term time. I think your may claim
the $100, as stipulated damages. The rule of law is, where a sum is inserted in a contract, which was intended as a penalty, it is of no consequence, but where the parties agree upon a sum, which was intended by them to measure the damage suffered, Courts or juries will not adopt a different estimate. I think the present case is of the latter description but cannot be sure a Court would entertain the same opinion.

Dec. 4th, 1811

[Handwritten text]

S. Dampier

On the 7th of Dec last I wrote to you that I had paid your taxes in this county, which you have probably received. I had waited until the end of the time for paying taxes in this County (Dec. 5) concluding you relied on me to see them settle after assenting to other persons here I advanced the Money - on the 21st of Dec I received yours of the 30th of Nov last and on the first of this month. Went to Columbus. Carried my note to get back the money. I had advanced as a tax twice paid. On calling at the Auditor's office found on the 18th of Jan - your note was not paid and of course I could not get back the money. By a special law this winter the time of paying taxes was extended from Dec 3rd to the 1st of Jan. I make this explanation of the circumstance under which I paid your tax to guard against any misapprehension as well as to notify upon that you have possibly miscarried; I do not wish of course you should pay the money as directed in my last. But you will please learn the condition of the money you forwarded, if it reached its destination I can get back my money. If it did not I presume you will repay me this time of which you have receipt the benefit.

Sent 23d May. Write to Geo. Dampier, and send the enclosed copy to Mr. S. Dampier, and send me the receipt for the money sent.

Henry Naberry

Your favour received yesterday. Have been waiting for a letter from you that sought information what step I have taken since my last. In my last I stated Guilford and found a superior soil and better settlement there I anticipated it was my intention to reduce the selling price of the land $3.50 per acre. But I think it well justify the price of $3.50. The other land in the neighbourhood are sold at $3.50 but there are no sales. I have accepted contracts for $4.00 per acre to $5.00 if not paid in five years to Nathan Seraunav 72 acres, To Jonathan Myers 100 acres. These settlers had went before an understanding with me to sell the land to Jonathan Myers 100 acres, I wish to give an understanding with you, I understand your agent could have no pretense to claim a reduction of the price. You under an engagement to enter into contract with the following at $3.50 or if not paid in five years at $4.50. To Samant Harris 53 acres, To E. Van Nolet 53.
29 acres. These settlers had entered upon the land after it came into my hands. After I had purchased it, it was my intention to reduce its price to its fair value. As however I will interfere with no man's property without his approbation, I declined executing contracts which I heard from you. But when you consider the land will not sell to you for $2 00 a lot, Congress land of equal or nearly equal quality may be had immediately adjoining for $1 25. I will believe you will agree with me that it is enough. Your suggestion relative to an agent residing on the land; I had attended to. The person a tolerably likely man; a purchaser of yours will be furnished with the terms as soon as heir from you. I will do all the necessary business. This interest is identified with the prosperity of the settlement. I desire perfectly the means to advance yours. I must request your immediate answer to this so far as it respects the price. If a man should offer $2 50 an acre for a whole lot, I would recommend you to accept it. I wish much to see you; as I should leave my promises better by conversation than by letter. Therefore it is not stage running between Cleveland and Buffalo; the mail is transported in unarmed between Cleveland and this place by which you could be accommodated.

I think again other land had better be at present (consider those under view) unless an opportunity for sale should offer; since your observation relative to the completion of the canal.

J. D. Sturgis

January 25th, 1829

On the 3d of Nov I transmitted the Report of the Committee between you being copies. I mean the persons of the Delegates. You will see the communication in the same. But...
this season, perhaps more; but I can give no assurance. If any one of the letters offered to take it, it gives me sincere pleasure to inform you, our Legislator's decision seems to favor the restriction upon collecting debts.

I am etc.

Almon Gibbs, Post Master

Jan'y 5th, 1822

Sir: You have, I believe, been informed that Judge Oliver of your place has had the property transferred to me, your contract to convey lot 2061, and part of lot No. 20, in Bumpin's town, as security for a debt which he owing the late woods, or rather believe he owed to the late woods, or rather believe it was owed by him. I have received from you, your answer to this, or any other you considered useful to the credit and needs of the late, I have with much esteem,

Sincerely,

Sheldon Thompson

You may remember when you left the order with me, I suggested the possibility of consolidating the principal and interest in a single order, bearing interest from date. I have been able to effect this, and instead of the order you previously sent, have an order for three hundred and fifty dollars now, the advantage accruing to you on getting interest compounded, at least for one year. Perhaps I can effect a similar exchange next year. I can sell these orders for cattle at 20 percent discount, but I should require a larger payment, or at least have the consent of the banks.

Sincerely,

Sheldon Thompson

Feb'y 10, 1822

Write R.W.C., enclosing an order of $250 against the town. See same day, write to Lemur about adjusting the debt. Nothing.

Walter Phillips

Feb'y 18, 1822

I received yours of 25th ult. by the Post Office. It is more than four years since we had our last interview relating to our claim against the estate of your father, at which time you agreed to give an account, and take land in Connecticut Reserve.
I have been endeavoring to persuade you to carry this agreement into effect and have not succeeded. You are, no doubt, aware, that our claim is unfounded. Convinced, now, of its bad and unjust, you abandon it at once. As for the reasons which you assign as to its being a defense above which you regard as any other means of honour would be ashamed to invoke, or examine upon either of its occasions and I will acquiesce with satisfaction in the decided issue. I will, however, make another proposition. The debt stands as follows: July 17th, 1855, 310.50
Interest to April 15th, 1856, 70.80
Total, 381.30
Of which 350.00 is recoverable at large, the whole is.

The claims shall be assigned to you without commissive for a valid conveyance of land to be registered by me out of the title you now hold by your last letter in April of the value of 350.00 and interest from the time to April next. The title of conveyance to be ascertained by appointment to be either mutually close or each to choose one. I shall expect an answer to this as early as you can find it convenient if I do not receive an answer by the 10th of April containing

...your acceptance of this or some offer which 39 can except. I perceive you do not wish to make any arrangements or at least we cannot. You must
be sensible that you cannot wait forever, and should
feel myself seduced to this necessity of commencing a suit to assist my rights. It is now you will
please consider this matter offer settlement of the
require your answer in this thing above mentioned.

Yours ever,

Robert McCulloch, New York.

[Date and Signature]

Acknowledged by the rest of the two drafts, a particularly describe
them - I konceive it is for the interest of McCornack & Kelly,
carbon to write their claims or accept the Mortgage. I feel no hesitation in offering my opinion that the property covered by the
Mortgage is the only fund from which the creditors can expect
payment. Referred to my letter to S & E R. I state, that the amount
amounts to get possession of the house, if possible, which will be
good property to rent, owing to the land interest to wait until a
year from the purchase, when the mortgage will expire. The power
would advise a suit against W & E B at the other parties to establish
title to the property in your favor, please inform me.
The Survey of the Irrigation Countries as far as I have been able to
investigate these are James While and George Dunbar, Ben hide,
Hughston and George Elliott. If this course I offer should be approved
of the claims for irrigation the surveyor will be required to report
with such information relative to Kelly, as may seem proper.

Frederick W. Wolfe.
Thomson 14th 1829

As the last clause affected another small reduction in your tax being an overcharge of 1/15 of two of
the lots. Therefore it is one of cases not uncommon for in the prices of the land it is when cash is offered for an
whole lot what discount you will feel willing to make. Such a case has occurred in my hands and I hope you will not disagree.

4 M. Webb arrived in this neighborhood and asked for the lowest cash
price for 1,000 acres by Section 2. His father was already here, an
industrial man superior in every respect to settlers generally. It was the intention of young Webb to settle on the
Government land when $100 would have furnished him
with 80 acres but the representations of his father who was
unable to advance the necessary cash. They offered to take
the lot together and to advance the price of 100 acres if
a deed could be had. And we could agree upon the price.
I have the amount of money, which the young man
had did not exceed $225 and feeling confident I should
lose both settlers unless I then contracted with them. I there
replied to go beyond my instructions. I there submitted,

According to the survey of Sabot Wright Cres., for 25
being a deduction of percentage on the lowest price you per
mit us to sell on credit, and I have entered into a con
tract to sell the residue of the lot the Old W. W.,
consisting of 100 acres at $15 00 this being the least
price of the whole lot at $2 20.

I felt persuaded, I have acted as you desired, have
acted as you desired. But if by any possibility
this does not meet your approval & still with the
the deed forwarded, as I have contracted it shall be delivered
by the first mail. If I am suppose you are satisfied,

If I must advance money myself sufficient to bring
it within the terms of my instructions

If you think, the money, $2 25, I will forward to you. 
If I can without waiting for instructions, that is if I
have an opportunity, meanwhile if you have an opportu

To send for it, please draw for that amount conditionally
now, but I should have already remitted it. Will you
things as to make the payments proposed, but in his present situation he must necessarily be an embarrassed party rather than a benefit to me. He is willing to relinquish the improvements he has made in lot 14 if you will discharge him from his payment contract and sell him land for a price that seems fair. I conceive it will be for the interest of the owner to accept this offer. I feel certain he cannot pay the price of lot 13 which is not, that a valuable lot, and one which I estimated was worth $5,00 per acre. I received lot 20 had been divided in quarters smaller than is wholly proper and reasonable when annexed to some tenements long them above. On this subject I have asked your advice. I am informed you will visit our state during the ensuing summer and satisfy yourself of the value of the lots.

T. D. Wilson

Canada. For a suitable amount, I forwarded a $50 which was returned by way of settlement for the shares, which has since been turned over to me by Mr. Storey, who had the receipts against which he signed.

He is a near relation of mine in whose benefit I feel myself interested, and I advise this body of the necessity of taking a close communication with his principles, so that I hope...
You will have no more complaining in that case on the other side. Caldwell's estimate is not to be paid until the approval. I send it to you because I have no acquaintance with Mr. Beecher and it will afford you an opportunity to make such observations of the hardship of the case as may seem advisable. Please likewise advise me of the best mode of disposing of the property. If a letter of attorney is necessary, pray me, I wish to prepare it so as to acknowledge it before our supreme courts on the 10th of June which will save the expense of a journey. If it is necessary to name an attorney please name one. The expense of this will come from the general funds.

As soon as I receive your returns I shall take your separate note and forward as you have directed. I have some prospect of disposing of the property here but I cannot encumber with the assurance of doing it immediately. The house is well the money for which it was approbated. Since the village in which it is situated is not much advancing and the demand for such property is dull. Caldwell now occupying the house as a renter.

To Messrs. Alden and Gibby, Canadasque.

When I wrote last I informed you that I had not time to write from the information. I shall then ascertain the state of the act and price it on the 10th of June — I will attend to this business you have committed to me at the next term until you wish to proceed or done, in which you will please advise me and I will.

Jacob B. Curly, Esq.
New London, Ct.

Please forward the execution and order of your draft against Landsman.

I believe I can receive a part and secure the rest.

I think I can secure the whole for the estate in some kind of property. I shall probably require a bond. But I conceive it better to do so than to take the expense of a claim in lands. I will advise you further hereafter, Yours, Etc.

Richard McDonald, Esq., Lyme, Ct.

Sir: I am, in these times, being procured by mortgage deeds, etc. The terms of the common

Richard McDonald, Esq., Lyme, Ct.

Sir: I am, in these times, being procured by mortgage deeds, etc. The terms of the common
Please just ended. There is no prospect of getting the whole land under the extraordinary divisions of our County. I perceive our Circuit Court will grant the old, fashioned, honest decree of Foreclosures. I shall suspend further proceedings until I see you if you come in season to permit me to commence at the next term of the Circuit Court which about Sept. 1st.

Meanwhile it is in your interest, and as you are not fully aware of the fallace of the Strong date as soon as the Lake opens. It will give me much pleasure to wait upon you at our house at your earliest visit.

J.B. Blackman: I write to him with date advising him I had written some months since that some land was offered to him in co-ownership. I am now advising him to take it, unless he looks to the personal responsibility of Thomas G. Hinnin, tenant. That I would learn the offer again and communicate to him.

McGregor, Darling.

I draw a draft upon you to the use of my account sometimes in January last. On the 20th February last, your favor of Feb 25 enclosing a draft on Semmings and Darling for the receipt of my account. Had it known you had funds, I should have not forwarded the debt, and if it is has been inconvenient to you or if it would have been more convenient for you that I should have endorsed part of these. Thus I am sorry. I now hold you debt on Semmings and Darling) and will transfer it in due course to you. I will please instruct any orders relative to your lands. There are no taxes now due. Review the date for paying tax is from 1st Nov. to No. 15. I shall then you have assistance for no money until then. And ask your discretion me whether this draft now in my hands or I and as for the account of taxes I shall serve to raise the ensuing this necessary or whether you will forward anew draft.

I recommend you not to pose a sale of these lands. For these two last years there could be no sale of Land. Yes. But the demand has increased within three months, arising from the stimulus
perhaps it would be advisable to sell. It is necessary to exact a small advance to keep off the claps of settlers who go in to procure an home for a year or two without intending to stay. With my present views of such property, I should be unwilling to sell for less.

I have forwarded Caldwell and Drake's and my agreement to the appraiser of the property in Lewis. As soon as I receive the returns, I will hold your separate note as you direct. Yours.

S. Chew Enr.

On the 13th of December last, I wrote a letter acknowledging the receipt of your enclosed a paper which explained the situation of the Gillum Sand, suggesting different causes of proceeding and asking advice. Hearing nothing from you, I became convinced in the opinion that the best course of management was by Col. Davis' plan, and in that letter, I as our County seat in Harris. Transferred the survey, or my name, had been delayed in October. If you think any other course advisable please write and I can settle it without your adv.
Beatty, in your favor. I waited upon O—and first said he owed you nothing. He soon explained that you had done him kindness since the period you mention (1808) up to the time he left Connecticut that during that interval he had supplied you with various articles in his line and that during the war he furnished your family with such articles of domestic manufacture as were necessary and he concluded they accounts nearly balanced. I asked for a copy of his accounts to send you; he replied his books were lost in the Lake on his passage here. He said he would pay nothing unless compelled, but finally concluded to write to you and endeavors to convince you he owed you nothing. Perhaps O will write but his letters are too negligent. The judgment is not conclusive evidence of the debt inasmuch as process was not served upon him. I propose therefore you furnish me with the accounts at length and perhaps we can agree upon a balance. O's circumstances have much improved. He has a few days since settled a claim in favor of the United States without expense. He owed, too, which threatened the success of the whole of his project. I consider a debt against him as safe if lands could be sold for 800 or more.
Since my last, Mr. Batty's circumstances have so much improved that a debt against him would be worth looking up. He has settled without much sacrifice the United States claim which threatened him with ruin, & I conceive the value of his debts might be got from him.

I have made no progress towards a settlement with him on your account. I showed you letters, but he answered he paid your debt to the Bank where he was indorse & red the note in payment.

I propose to you to commence a suit in chancery against him charging him with having re-d a conveyance of this store, & unmanify him against his liabilities for you, and get his name under both with an account of the indorse. Please show this to your lawyer & see what he thinks of the scheme. I, B., should set up an account you can then bring your account as a set off. If you are unsuccessful I will engage your expenses, (except the fees of definitions) shall not exceed $50.00. I see no other chance for you. Please let your lawyer know that by our practice we can control the defendant's answers by interrogating...
If you think this scheme so promising and wish for a particular description of the dealings between you and [illegible], with the dates as near as practicable, I state it will not be necessary that the statement should be prepared by a lawyer there.

Frederick W. Whitcomb

Yours of February 25

I inclose a letter of Agent for the sale of lots in [illegible] with a few days time. There is one feature which strikes me as objectionable, you authorize me to receive all money which may be due but not bind yourselves to give a deed unless the purchase money be paid in Connecticut.

If it is your intention that contracts be made payable in Connecticut, I think it judicious as being unusual and being a close up the sale of the farm and from your nothing likely to make collecting to much advantage as if paid could be partial. A small payment who are [illegible] a safe part would make a

I sending a small sum of money, say 20 or 50 dollars to you but an agent on the spot could save it for you. Out of this description pay all their debts in such barely and never can account to a much larger sum.

But if it is your intention that the purchasers should insure the [illegible] payment of the purchase money, then it is unreasonable and unjust that they should guarantee the honesty of an agent when they do not appoint and cannot control. I have no objection on my part to a course in which there is complete performance of agents but this question is between us done and only in which the purchaser ought to be involved. I therefore submit whether it would not be better to change the authority a little since under the present one I shall enter into no new contracts except they shall be payable in Connecticut and I do not expect to be able to sell with no unusual stipulation in a small contract.

The present contract being entered into before the receipt of this letter and under the general powers contained in your former letters have no such clause. I must therefore see the purchase money indemnified.
Have yet met no safe opportunity of remitting the money ($225), as there is yet more money within my control but not yet in my hands. I have been indeed under the necessity of sending a surveyor to explore the way to see whether the sale of our half would injure us as soon as I receive this report which will be tomorrow. I shall receive about $500 from Mr. Pickard next month. Respectfully, Mr. Bancks will pay me $15 and our understanding existing with a Mr. Holliday for the purchase of and hundred acres of which I expect 10 per cent in a day or two. I think I had better reserve enough to pay the taxes of next fall once while remit the residue as soon as an opportunity presents itself. The contracts I have offered:

- 100 Mr. Wells in lot 7
- 54 Wellingham in lot 8
- 100 each 20.
- 109 Wells - 5

I have advance was made as evening over the contract of 20 Wells meeting next.

100 - Pickard 8
120 - Holliday 8
60 - Bancks 8

I am convinced I ivon's contract will never be beneficial to you in its present shape. Perhaps some person may come into his place with an advantage of interest that he will never bargain it and it will be best to act with them on that basis.

The customary commission is 5 per cent for sale and 3 per cent for collection. I should be willing to receive the amount in hand to be collected by you a couple at the approval of some person whom we could fix upon. I could not consent to take land at the price we all it for. I would do much better with the money. And transactions between persons stated as we are accompanied with the most jealous care by courts of chancery. Think it better both of us that we make no effort to agree upon a price but leave it to be settled by some one we whom we can conlude and can witness for us that the business is fair.

12 April. Have this day received from Mr. Boothroyd whom I called, Peckwell to be furnished for all over 10 per cent of the principal, which is $10 to $500 of 10 per cent, 10 per cent, i.e., the principal is $1220, 10 per cent of which is $122, for the residue, 6.5 per cent is made when $10 at the time of purchase.

Wrote to him, giving sketch of Bates's contract with Beavon, showing him to procure Bates's copy of sales, etc, and common information he has, who procured the latter. See also B. B. 1815.

J. Selborne

Apr. 12th, 1822

On the 13th of Nov last, I wrote to you for information respecting my claim in Capt. Harrett. I likewise enclosed a note on Mr. Charles for 300, for collection. As I have heard nothing from you relative to this news, I am under apprehensions my letters have miscarried. Please to write.

A. B. Provost, Esq.

You have delayed writing to you until I could learn certain facts respecting the lands of which I was ignorant when you wrote about them.

Camden and Stony Way sold by Deed, a quantity of land only for 400 acres, to be first selected. By B. out of this land, Stony Way then sold to Thomas S. 500, to be taken after I had taken the same. This James sold his to Toby, who, whose title you are a grantee. Letter came on same to O. use land before 1817: in 1817 the Way might be sold out, and B. afterwards made this choice of which effects.
a part of the land you desire to purchase. Under the circumstances I think it advisable to suspend further proceedings and we can investigate the title. Mr. Smith has promised to assist me and as soon as it is done you may expect to hear from me. I would say from this that the title to 50 acres of land in the Section is undoubtedly good. But it is questionable whether the land lies in the place which was pointed out to you.

Hope G. Richards, Esq.

There have been repeated attempts by Mr. Smith to write to you to deplete the property, and the land was to be taken to discharge the debt he owes them. The property has been sold to a certain person, who has the land in such a situation that I am unable to make or offer to terminate and to pay his debt at any price or an execution may be levied at 75% of the price. I think myself it is better for him to accept his option. The property is about 8,500 acres of land and is assessed at $100,000. The land is worth at least $125,000, and he has contracted to a reasonable amount. This is so that his debt may be now

Consenting good. Indeed, therefore, in the nature of things, it would be wise for you to purchase. I would say from the fact that I have not seen much of the property, and you can obtain no money on the property from the mortgage, it would be wise for you to purchase it. The property is assessed at $125,000. I therefore think it better to take it at an appraisable price, rather than to pay an execution at 75% of the price. You believe more money will be realized therefrom by the Sheriff's appraisals. Execution have been issued against the property at the suit of Mr. Howard, and returned as property found. I directed the Sheriff not to sell, and he will not sell.

Howard is a suit in which the property is involved. It is 

W. H. Cleveland, Esq.

As the terms of the contract were that in which Blackwood and Hubbard's Bills were returnable, and the appearance entered in the suit of the person in position is intended. The balance of the purchase money is in my hand. I wish to pay it to you, as you are likely to 

Thus we will consent that arrangements will be made again

to operate as a conveyance of the title.
The advantage we should gain by entering into this arrangement is to stop interest, the benefits resulting to you as the adjuster, the same during your lifetime, thus releasing your capital and the use of the money. If you think it best for you to come into this arrangement, will you please name some person as your agent to execute the same deed.

S. J. Beardsley

I have a copy of the contract with House and the thing my meaning in the contract was that you would either hold on to this contract and complete it or buy your mortgage, or you might still consider the mortgage as your own uninumbered by any engagement with House. And since your own mortgage is a much better security than any they can offer it cannot bear of a question where you had better hold it. The settlers have no claim upon you as they have given up to save the contract. I ventured into this they have derived another payment of all which had been wrong while they for all time trouble had got nothing but disappointment.

The course I now recommend is if the Supreme Court will not

The judgment to take it to the circuit Court of the United States. They expressed an opinion last time that they would decide on the fashion for them—2nd why he is making every effort in this course to pay this debt and promises if you will let him, he will pay the interest punctually. This circumstance has improved lately and in a mode of business habits more in his situation he would have a decent property. This is endeavoring to pay his debts in hand. I informed him he must consider this one an exception. He says this should not be. Our Supreme Court sees in this. Now ask your attorney whether to suspend all process or to adopt the above course; it will never do to suffer it. Come to judgment in our state court.

I am, etc.

Walter, Attorney for S. Richardson.

S. A. Gold

On my favor with its enclosures were safely received. I have delayed acknowledging the receipt of them until I had opportunity of examining my books. On that examination I find your land valued at 20/- note which I consider improper and have reduced it to 20/- note. This settlement of the
rates of land in a specimen of Ohio Legislation. Lands the greatest part of which is of the best description is 1st rate, and all other lands are 2d rate, and owners or agents were required to return their lands under oath. Now I would swear any land was susceptible of cultivation is of the most inferior description. But I would query that Lands of this quality, though for reserve are generally listed 2d rate, and the assessment has reduced it accordingly, making your tax for 1822 $1,600 per 100 acres instead of one fifty — 1/8 of this tax may be wrong to your roads, if Mr. Rhodes came for his land I would it not he best to get him to work this part and in due on his contract — if the respect to the title of your land, I do not feel as safe as you do. Under the decision of the U.S. Courts followed by our State Courts, proof of a tax title must be immensely difficult. It is necessary to know that every difficulty when the law requires has been complied with before the deed can be introduced. IV. Concern. IV. Wheaton. If doubt of it would be practicable in this case and if it were another question arises whether a State having 1/7 87 granted to certain individuals can incorporate those individuals in 1803 so as to give a majority power to sell land from individual to other to avoid this attempt.
 though this Country. Such a thing as this through possessing no allured benefit would render land more salable.

Thank you for your kind invitation to call at your house. Then I go to N.E., I shall with pleasure except to Mr. S. if he desires to be remembered to Dr. Lack and Lady. I should value a visit from them. I am with much esteem,

If I should meet any affairs for your land I will communicate with them.

Ap. 22nd wrote to Mr. Thomas, also advising him to keep 28.50 on their order subject to their order preparing to pay it at Portland.

Same date enclosed to last closed order $28.00, subtract 3.60 Cash $24.40.

of which $18.00 was paid, so $16.50 due.

Richard McIndoe

Received your letter by last mail.

For what short land is as follows $167 27 in the 3rd section of Cantonbury or about 640 acres lying in common in the 2 part of the section. Land is rather inferior, being naturally inclined to wet and adapted to grass rather than good land since tolerable farm might be made from the west part of the

last - $93 15 11 or about 500 acres in the 2nd section of Cantonbury, the land is very peculiar. To the above there are square swamps intersected in both pieces - $15 15 10 or about 50 acres in the 3rd section of every lot. This section has been divided among the heirs without taking any notice of the lot. I examine the title to the good but it ought to be looked to the land is good. The title to the above on record appears to be good. This is an original indenture and as far as I can discover there has been no sale and no encumbrance.

It will give me much pleasure to see you at our house this summer. I believe I should collect the balance of the money debt by that time at least. I have strong promises.

Yours,

Ewen Cowan in Cantonbury, Scioto Co. Ohio.

Apr 27th 1822

Years of age I came to hand this day. I am sorry I am unable to answer your inquiries as particularly as I wish, but I cannot answer your letter by tommorow night, it will take time to extend my inquiries.

From Shaver, with whose father I am well acquainted came to me about 15 months since to collect a note, but I doubt. The note, as near as I can recollect was as follows Bahler had purchased from you all of land of Shaver or had exchanged land with him, my recollection is
His name is Nancy Wells. The object to receiving the deed, and wishing one more perfect, you will please forward a deed containing his full name.

I will now state another difficulty into which I have fallen. I have given a contract that the deed shall be a warranty. It is the only instance in which I have thus committed myself as all other contracts are,

"That you shall give such a deed as shall invest them with a valid title." I add on the other page, "or form which I think the Executors may safely act; but in this object, I wish them to insert a covenant," that they have a right to convey some books.

"Estate 1 what they have done no act them selves to extinguish that right? Or if they are unwilling to go so far, I wish them to insert a covenant, that they have done no act themselves to prejudice their rights to convey.

I will endeavor to satisfy Wells with one of these, & will be careful next time. I do not think a quiet claim is a proper deed because it does not appear the Executors act under
They power in the wild, but rather convey their
own estate.

I have sent to you by Vineyard Towns
$8.44. So the leaves here in about 7 weeks will
probably be in New Haven in 20 or 3 weeks. I
retain $85, for paying the taxes next fall. I
have paid a surveyor $1.00. It is only min-
using to employ a surveyor in settling a lot
where it is doubtful if it can be divided without
inconvenience, to the residue.

Think I was mistaken in the
construction you put upon me. I put upon
your power to me. I supposed from reading
it, that you do not suffer me to bind you to
give a deed on my receiving the money, but
only hold yourself liable, when the money
is paid is paid to you in New England.
Then your forwarding yelling deed. I am
induced to believe I was mistaken. Will you
please to explain how your understanding is.

I. Re-Fols.
I enclose five dollars and wish to

I saw you opinion upon the following case.

In 1806, eighteen hundred and 17. Oliver Phillips gave my
father balance a promissory note for $100. A suit was
instituted in the Court of Hampden County, Mass. By
attachment of property. To this suit Phillips appeared, demurrer
appealed to the Supreme Court. At the Supreme Court in that
County, in April 1811, Judgment, was rendered by default,
the intention to show an nuisance considerations but at
length relinquished his defense. In 1813, an action
of debt was instituted upon this Judgment in New-Hamp-
shire County, Massachusetts, by a commissioner of debts on the
orders of trustees, as within a $500 against the trustees.
Notified in the former suit, no defense was made to this
and about 7 dollars was recovered.

There is now due upon the Judgment about $2,000. I wish
to inquire whether an legal obstacle exists to its collection.
Until about 1820, I supposed the estate was solvent, although
Oliver Phillips the present representative of P.B. has nothing
with some degree of settlement, since 1817.

The question for which I call your particular attention
and whether the remedy is distinguished by any statute of limitations.
Whether if your State Courts should hold the affirmatives, such a
difference of opinion is not entertained by the U.S. Courts.
Mr. Dear Sir,

I enclose a copy of a letter I received on May 21, 1822, addressed to me on the 2nd of May, and copy of a letter sent by Mr. Johnson on the 10th of May, 1822. I have received your letter of May 18, 1822, and I am sorry to hear that you are in need of money. I have enclosed the money you requested, and I hope it will be of some assistance.

Mr. Johnson,

Your letter of May 18, 1822, has been received. I am sorry to hear that you are in need of money. I have enclosed the money you requested, and I hope it will be of some assistance.

Yours truly,

[Signature]

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May 21, 1822

Mr. Dear Sir,

I received your letter of May 18, 1822, and I am sorry to hear that you are in need of money. I have enclosed the money you requested, and I hope it will be of some assistance.

Yours truly,

[Signature]
Tice has now settled the first account but I suppose has paid about the amount he has received no account of the Disposition.

I believe he will not agree unless the amounts of that

sale was not over $300 or $400

I purpose offering such articles as are on

hand suited to our market to another amateur at next

term and to send up the Ecole such as are suited to the

Indian trade. At the last Court the Indians in

New York instituted a suit against Tice and Forsyth Tice

gave Judgment for his part but Forsyth did not. Simmed.

Tally after this commenced a suit against Drury in

which Forsyth gave Judgment but Tice would not

I feel placed in difficult circumstances in managing

the concern but you may rely on everything in my power

The Tilden mortgage will be foreclosed if not paid in

August. Should it be paid for although the present

owners asked $2000 for the property I believe it is better

for you to have the money than the Stock. Our Village is

not very prosperous and profligacy here would not be of much

value to you. The mortgage on the Mint I shall use measures

to foreclose as soon as the time elapses you have met

instructed me since Forsyth returns whether to demand

security of him or not. Please favour me with directions

of your own.
June 10, 18__

About 3 years ago, we were informed that a claim against the estate of Middlewell Drake, to the amount of $28,000, was about to be tried. We had an interest in obtaining some security. We were told that if property and after judgment was obtained, we would receive the property. They only offered certain property, being a claim against the estate, and a condition of a complete dissolution of the partnership. At this time, they were committed to be paid in full after the trial.

I have been informed that another claim, one in the case of Mr. Jones and another in the case of Mr. Whittington, also connected with the estate, have been paid in full.

I think the estate was worth about $20,000. We have a note for $50,000, payable in 3 years, which we have not received. We have a note for $30,000, payable in 5 years, which I believe is worth about $15,000. I have been informed that a note for $100,000, payable in 5 years, is worth about $50,000. I have been informed that a note for $150,000, payable in 5 years, is worth about $75,000.

I have been informed that a note for $200,000, payable in 5 years, is worth about $100,000. I have been informed that a note for $250,000, payable in 5 years, is worth about $125,000. I have been informed that a note for $300,000, payable in 5 years, is worth about $150,000. I have been informed that a note for $350,000, payable in 5 years, is worth about $175,000. I have been informed that a note for $400,000, payable in 5 years, is worth about $200,000. I have been informed that a note for $450,000, payable in 5 years, is worth about $225,000. I have been informed that a note for $500,000, payable in 5 years, is worth about $250,000.
In the present agreement, the parties to the contract have come to an agreement except those united forty and about $650.

I shall make the best disposition of the property in my power subject to the directions and contracts of the creditors. I have no doubt but B and I might have offered better terms but under the circumstances of our State, I am of the opinion that we adopted the best course in our power for the benefit of our principles.

Of the future, I can say nothing. I presume they will have property and that the note will be of some value but I do not expect they will be paid in cash, especially if they come to the same position they showed before.

J.S. Persimmon, May 17th.
May 18, 1822. Wrote to B. Perkins, advising what in the future caused me to pay that I might yet recover wronged.

Same date. Wrote to R. Gates enclosing note on him for $300.

June 5, 1822

Sir, I received your favor lately from which I understand you have paid Mr. Dwight the sum I paid on your account.

The money which from this misunderstanding between us, has been twice paid, can be easily recovered back, if you will forward to me your receipt for mail. I can then procure an order on the Treasurer for the amount which shall be at your disposal. It is necessary that the receipt which you have is the one I have should be presented to him with evidence that the tax is twice paid. Will you then please forward the receipt to me per mail, keeping a copy of yourself which I will return.
This affair is adjusted.
With regard to your land it is in such an unfrequented part of the County & I know no immediate prospect for a sale. Yet I think it might command $2.00 per acre at 4 years credit. I would not sell without receiving something say 5 or 10 per cent in hand to show the purchaser was in earnest. I have communicated the best information that you wish to dispose of the land to the new owners - bonds but have received no offers. If I should hear from you & know any chance I will advise you.


Isaac Mills  

June 16, 1822

Mr Townsend has probably informed you before now the situation of your concern.  
With the Hebers Lockwood's that in pursuance with my advice he had taken measures to secure the profession of a part of the lands. Since he left here the Supreme Court has held its session & the case was before them. They adjudged the notice on service sufficient to bring them into court but said that as the parties had no actual notice they would continue the case to give them an opportunity to be heard and ordered them to plead in 3 months. So it is deferred another year.

J.S. Perkins Esquire  

June 15, 1822

As I see no particular directions from you relative to the Batty suit, I procured it to be dismissed at the term of the Circuit just ended & it is now out of Court entirely. My reasons were that you had better either take up with Batty unencumbered offers to pay, as soon as he was able, or to have recourse to a court where the rights of mortgages would be recognized, to their full extent. If you think the first course preferable we have nothing to do but to lay still & wait B's movements. If the latter be judged advisable, the Circuit Court is the only proper tribunal as our Courts will allow you no the name of a remedy which will administer no adequate redress. The Circuit Court sits in September next & if you think proper to apply there I wish to know in immedia
I must refer you to our brother Roger for a full description of the mode in which justice is administered here. Accept our best wishes for you & yours & believe me

June 16th 1822. Wrote Geo. Swift advising I had comm. uninc. his proposal to Mr. Dunn, who would answer me or hear, when his brother returned.

June 20th. Wrote S. W. Phelps stating Mr. Greer & Darling had solicited me to adjourn & collect their claim at the 2 nd day, 3d term, Aug. 14th, as per your order.

June 23d. Wrote James Porter of Skaneateles about his affair. Meanwhile, enclose your letter, & I would write more fully next week.

Same Date. Wrote to Geo. D. Homer stating I would write next week & that I had drawn on him for $25.00.

Same Date. enclosed your order on Geo. D. Homer for $25.00.

June 26th. Wrote a long and particular letter to Geo. D. Homer, giving a detail of all steps on attack. 800 & 820.

Benjamin Haight 26 Pine Street

June 9th. Came to hand in due season & I had commenced a letter in answer to your inquiries, but on examining the proceedings in the Chancery suit, I could not find that the deed from Mr. Murray to the Trustees had been recorded; I therefore delayed until I could ascertain the fact, as well for the purpose of representing to you its real situation as to take such measures as were necessary for all concerned. I since find however, that the error was in the Index of the Registry and that the deed was recorded immediately after it was executed.

If the creditors are willing to employ embrace Kelly's proposition there does not appear to me any difficulty in changing it into operation in the manner you propose. The phrasology in the condition of the mortgage, which is proposed to assign is, not merely to indemnify but to pay, and if the said Mac Murray shall not & truly pay said debts, and thus save harmless and keep indemnified the said Kelly from the debts above enumerated by the extinguishment thereof in one or two years from the
The condition was fixed with a view of the assignment of the instrument and the difficulty which presents itself to you was known and endeavoured to be avoided.

Nevertheless, Kelley will be satisfied with whatever you think reasonable. I think it by all means expedient not to give a formal discharge. Kelley will be content with my verbal assurance (if you will authorize me to make such an one) that you will not be molested, I think he stands in a very meritorious light; he inverted the little property he possessed in this concern (about 100) he probably realized 600; but it is owing to his exertions that a fund has been created for the security of the creditors at the expense of which all he is worth, and that this fund has not been available before this either from the insufficiency of our laws or from the acts of others, not from his own want of caution and prudence.

It is proposed to entrust me with the management of the concerns, I propose the following course: that the creditors give me a power of attorney to secure for them an assign.

Most of the mortgage, either from a consideration expressed in the Bowers, or at the last terms I can procure it. If the consideration be left discretionary with me, I can form the assignment without entering into any other engagements than the verbal one, that Kelley should not be molested, but as I am a stranger to the creditors, I have no claims to so much confidence.

After the mortgage is assigned, I would commence a suit in Chancery either in the Circuit Court, or in our State Court, praying that the laws might be set, and the acts applied towards the debt, which suit would be defended as well as it should be parties. I think this course more advisable, then for K. to Securing his bill to set aside the N. & B. mortgage. For I am not certain that the W. & B. mortgage will be totally set aside & declared void, but think it will be rather postponed to Kelley's mortgage. There are many cases in the books in which this course is adopted. B. Johns. 6.C, 422, and here since Mr. H. might limit by how much his Equity of Redemption, I think the mortgagees will be placed in the same situation as if this had been done, and that the mortgage for his benefit will be ordered to be first satisfied, and W. B.
be permitted to have the surplus.
The course here proposed will satisfy the object by one suit instead of two. Kelly will be willing to a proportional share of the expense.
It is however only right to apprise the creditors how far I conceive their rights extend. I conceive that if they fail disposed, they may obtain the benefit of the Kelley mortgage without yielding to Kelley's terms, on the ground that it has a true creation for their benefit. 1 John 5:7.

But I think they had better not enforce it, as it would rather lead towards & one on which with proper trustees would afford any act in changing into execution.

I feel no hesitation in expressing my opinion, that it is better for the creditors to buy the mortgage. Kelley's circumstances are not good, he sujets his property largely by his trade, which is that of a Mason, but I do not think a debit of $500.00 can be collected from him. I see no other prospects for the creditors, there resulting from the property mortgage. I will refer you to a letter from me to Meyers. Inquiries for the present condition of the property.

July 5th 1822
Wrote J. Kelley informing course in his business.
Wrote P. D. Davenport attending him to accept what he could get of Davenport estate.

Dear Porter: I regret,

Accidental circumstances prevented my attending to your business, so as to answer your letter last week. I have since seen Raggles & Smith, & feel now prepared to advise you.

I feel no hesitation in expressing my opinion, that it is altogether for your interest to confirm their contracts & even give them liberal terms of payment. I do not think the lands would now sell for more than $3.00 per acre, if they agree to give five. They are ready to accept contracts payable in 1-2-3-5-4 with interest, since they have occupied. They are industrious, have large improvements & I believe will eventually pay. I believe however, that Raggles wishes for one lot only & will surrender 1844 on which is an improvement of about 40 acres. He is building a barn or 16.

As for Major W. - the commission he has charged is the customary allowance in the Country, & is what I receive for similar services. From my knowledge of the
I am therefore to pay on your land
or Burnett’s land

Which I shall discharge
by cash in hand —— 45. 00
by certificate of labour —— 20. 00
by bal ance —— 95. 25

As I cannot ascertain the exact amount to be deducted
for the Newhaven land, I cannot give the exact additional sum necessary; but I think you had better supply
me with $200.00 as an easy mode of remittance. If you
will deposit $20.00 on account of Cyrus Belding
with William Brooks, merchant in New Hartford
near Utica by the 1st of August I shall receive it without
inference or risk. You will please advise me im-
mediately whether you will adopt this course or
choose to supply it in some other mode.

I likewise send with this a manuscript paper by which
you will see the amt of tax on land belonging to the Estate
of Friedenburg  

July 8th 1825

T. J. Chew Jr.

Immediately after the receipt of your letter I communicated your offer to Beatty who expressed some scruples

<table>
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<th>Year</th>
<th>Cash</th>
<th>Certificate of Labour</th>
<th>Total</th>
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<td>12.02.4</td>
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<td>10.47</td>
<td>23.38.1</td>
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<td></td>
<td>46.10.4</td>
<td>78.10.1</td>
<td>124.20</td>
</tr>
</tbody>
</table>

Note for land in town
Paid in hand to cash about $20.00
doing it. I think he will finally comply, but if he should not, matters are in such a train that I think I can do perhaps better for you than if he did.

My present savings is relating to taxes. On receiving yours last autumn enclosing the $20.00, I applied it in payment out of the 1820 acres of land. On receiving your subsequent letter in which you informed me, C. Ballum paid the taxes as our collector had been, not made his settlement, I took back the money and gave up the receipt under the expectation that C. Ballum would do as he had heretofore done. But he neglected it and the land this year stands shares without last year's tax, the interest, and this year's tax.

Now wish your directions whether you will make arrangements for this with E. H. and let me pay.

If you wish me to pay you will authorize me to draw on some person in New York or New London for the amount in such form as may be convenient for you. I can procure the money without risk or trouble.

Tax and interest for 1821
Tax for year 1828

July 5th let by Mr. Williams to Mr. Lunnings, $517. in my notes to a letter to J. A. Gard to be left at Union D.

Write to P. H. to a notice of stone per mail.

July 7th 1828.

McGyger & Darling

A few weeks since I received a communication from you dated May 15th since which I have been making such inquiries as may enable me to comply with your wishes.

Just as to the land you bought of D. Ely. Anticipate safer & better sales of land for the next two or three years than we have found for the last three, but I fear the revival of business which we are beginning to experience will be the same in sales at low prices than in hazardous sales at high. In 1818, the land you own might have been articles at $4.00. Since then an immense tract of U. S. land, of a better quality & on equally good situation lying within 10 or 15 miles of yours is now selling at $12.50 per acre in hand. As the proprietors in this country sell on credit, they get an higher price, but the proprietors of the township of Fairfield, are offering land whose quality & situation is equal to yours (it lies adjoining) at $8.00 payable in 1-3-5 years with annual interest. I do not think it could be better for you than this at present.
If you are mistaken in my calculation, but I anticipate more favorable times, I think that the same causes which have lately given life to business in the Interior of New York will next year operate here in considerable. Therefore propose to you unless I can meet a purchaser at $2,00 with a considerable advance, that you reserve your lands until another year. If you think another course should be pursued please instruct me.

I have within a few days been upon the Seattle farm, to see its value. The farm contains 149 acres, & believe I do not know a tract of that size of more value for farming purposes, or more salable at a reasonable price than this. It lies on the lake, possesses the rare qualifications of a proper division of prairie and wood land, with a soil of very good quality. I think you could afford to take it at $5 per acre, I should think you could do well if you could get it for $4. But if you were under the necessity of allowing a higher price than this, I should advise you to take it, or take some other tract for your debt. Seattle has considerable land & little liability to pay his debts & his circumstances are not improving. I believe it better for his creditors, to get the property to the amount at such a valuation as would be less than suffer him to go on, as he has done & make no effort to satisfy demands against him. I think I can obtain other lands which will be offered at $2 & which will stand you in at $1,50 or $1 the value, but I should believe this at $1,4 would be better than that at $1,50.

I feel considerable difficulty in respect to the Kingsbury claim. Mr. Peirce having given his whole interest in the land, I feel much delicacy in acting when he has been employed before me. If you feel that your interest will suffer, or your rights to which all other persons should do your business, I must do as you request me. But if you are content to let Mr. P. finish the business which he has begun, I should wish to properly not interfering. I felt I could not in relation to the Seattle claim, because the latter lies in my immediate neighborhood but as for the Kingsbury, if Mr. P. has your confidence I think he can do better than I could since to reside in his immediate neighborhood & considerable remote from me.

Your tax for 1823 will be $5.50. I presented the order to Jennings & Dillingham who agreed that they should not pay it. Mr. Jennings who will present this to your will explain why I enclose the order & I shall send this money in September. After sending Mr. Jennings you
would please instantly give me a draft on yourself to this amount, or whether I should upon the direction of Mr. Johnson, give you such a draft, you will please forward it as early as convenient.

I am ready to complete Colonel Drake's business, but Colonel has gone on a visit eastward & will return in October.

July 15th 1829

T.J. Chow. Egg.

I yesterday received your favour of June 26 last week, I wrote to you, addressing you at New London, but as you now advise me to direct to New York, I now sit down to give you the substance of last week's letter.

Soon after the receipt of your previous letter, I communicated the offer to Mr. D. who said he would not comply with it. He said his circumstances were changed since the offer was made, & that he did not consider himself bound to fulfill it. I think him perfectly right, & not to embrace your offer, for I think I can do better for you than he. Since my letter in December last, Beatty's circumstances are materially changed for the better. He is now freed from the vexation of running in consequence of a judgment in favour of the United States which threatened to mortgage all his property. It was so fortunate as to get that released, & a debt against him is now recoverable in land. If then he continues to refuse your proposition, I think I can get the land for the judgment at $5,000 for acre & hold a debt for $8,000 & 100 more against him.

My more immediate business is with the taxes. On receiving your letter last of August endorsing $2,000, I presumed it was to pay the taxes. I accordingly paid them & took the receipt. On receiving your second letter in which you said C.H. paid the taxes I persuaded the Collector to repay me the money that was advanced & returned the receipt under the expectation that C.H. would pay them in Columbus where they might be paid about 10 days after the time for paying had elapsed. Mr. H. did not pay them & the land now stands charged with last year's tax the interest & this year's tax. I now wish your directions whether you will make arrangements with C.Hallum or wish me to pay it. If you wish me to attend to it you will please authorize...
180 me to draw upon some person in New York or
New London in such form and payable at such
at such as you direct the money can be remitted
without expenses or risk. The time of payment
is between Sept 1st & Nov 15th.

Tax & interest for 1821 £18.2.2
£ for 1822 £15.5.3
Total £36 7.5

Sent in cash to

West & Cushman

July 16th 1822

Grant me $500 in cash and of Y02 6% bills of exchange.
I shall be able to collect the proceeds of this debt
Now demands are in such a situation that I recommend you to come
up here as soon as convenient to take what you can get. I believe you
can get property enough to pay it now, but if you wait until after
next spring in dept note if you will not have had better conse-

Mr. & Mrs. Dummer & Co.

July 14th 1822

I enclose the earliest mail to give you the recent event.
Yesterday W. Dummer and Co. arrived here. I am not distant at the
place of deposition with the deposit. The following deeds
(gave a particular description of) Deeds to W. D. & Co. from Dummer
and others. (these deeds, evidences, etc.) All these deeds appear regular
and were recorded in due time. There is not any irregularity. Their
effect of securing is to destroy your good intuition. It is
probable if the first deed was given at the time it purported
it have been, but it was executed in 1802 only by a few.
The other is supposed to be yours and which perhaps may
be your claim. The deeds however present serious obstacles to you. Su-

they must be put out of the way before you can realize the benefit of your proceedings. I therefore earnestly hope you may perceive the
merit with which you ask for the effect of A 9° to C, with out being an
effort to benefit your benefit, here. I want your advice. Ten Cent at
30° I left next.

N. Hooker Ess

July 20, 1822

I sat down to communicate my
promised informations relative to the land in Carter
bury.

One year since one Smith purchased
of John Way the original owner of the land
104 acres to have his choice out of all owned by Way
in the section. Then Demster Beatty purchased 200
to have his choice after Smith. Then John Beatty
purchased 300 to take it after J. Beatty. Then
Simeon purchased 50 acres to take it after J. Beatty. Then a
Mr. Avery purchased all the rest of Way's land

In 1817 Toles who bought of James the land
in which you are interested, solicited John Beatty who
held the rights of Smith Demster Beatty and his own
to come out to make his selection. A quarrel occurred
between J. Beatty & Toles & B neglected to keep his app
ointment. Toles then gave notice to B to come &
select at a given day or Toles should survey it & take
his own land. B. did not come & Toles caused a survey
to be made. Bounding lots on the road and making a pretty
fair distribution. B. afterwards came and selected a narrow
strip of land lying to the sides of the road, and cutting alm
est every farm. The dotted lines indicate Beatty's choice
of how he interferes with the farms.

It has taken me some time to learn
these facts but I believe they are
pretty accurate.

The present state of the business
seems to be this. The settlers are
calculating to resist Beatty and claims he's
bound by Toles's location. A bill will shortly be brought
to confirm their titles and set the matter at rest.

Beatty offers to compound and sell his land at a fair
valuation. I cannot tell how it may terminate but I wish
to give you the facts & let you judge.

I would propose you reflect upon this before proce-
ding further. You can undoubtedly get a good title to 500 acres
of land in the section, but if it were encumbered with
a law suit relative to its boundaries it would not be
valuable so soon as you could wish had not I thought
make the inquiry how much of Beatty's land interferes
with you and how much he would take for it. It
may be cheaper to have to buy 50 or 70 acres more than...
the goo knew 'e were the expense of a new suit or re- 
the risk from being cast back from the road.

You see, of course I have done nothing with the sale 
until I could learn facts and let you judge upon the

Pursue your directions, what course you would have me 
proceed.

If you think it best to go on with the 
purchase I suppose the money will be needed about 
the 1st of January next. Mr. White called on me 
to know when this part would be required you will 
please let me hear from you soon. Ed.

L.B. Sturges

Aug 3rd 1822

Sir, on receipt of your letter I was much surprised to find a letter 
of mine had miscarried. On May 6th I enclosed a copy of the 
following from Mr. Suck, which contains the information you re- 
quested. (Copy of Suck's letter dated May 2nd 1822) Thence had 
no conversation with Suck, unless we information to communicate 
respecting having in perfect ignorance of his means of access 
to me, we have time to tell him respecting the suit 
until it is necessary to take the depositions. I write.

John Dwynnep

Aug 4th 1822

Sir, I have your avenue involving the suits act in your turn. In 1821

1825

I have lately affected a sale of 20 acres in lot 19 to 
10, which you will please cause to be executed & forwarded; the purchase 
money being paid and now in my hands. Perhaps 
you may deem it not proper to sell so small 
a quantity, but, where it leaves the residue of 
the land in as good a salable condition as before 
without taking off any valuable privilege of 
road, wood or water. I do not think it wrong. The 
present is the best time of the lot remote from 
the road & purchased for a wood lot, by a man on 
the prairies in the neighbourhood. Indeed I think