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Letter Book. B.

from Sept 26th 1821.

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O. Phelps. Esq. Sept 26th 1821 1

1020095

Sir, I did not receive yours of any date until last week, as yrs of Sept 6th came to hand at the same time. It was during our Court, & I have not had time to notice them before. It is now out of my power to answer the inquiries contained in the letter, as our Auditor has left the Country on a journey, & I can find no duplicate tax bill in this Counties. I shall however gain access to the neces[illegible] leasure give you the inform[illegible]

I much regret [illegible] y in the Country until you prob[illegible] the road, & calculated I should pr[illegible] the pur= suit, or I certainly shoul[illegible]

Permit me to corre[illegible] claim is not against O P, but again[illegible] is not insolvent. I have a partic[illegible] =, for this claim, perhaps my estim[illegible] may be adjusted at appraisal. It lies 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, & remote. It would there= =fore be my particular wish, if we could make a negociation, that you should, if practicable, offer that land in preference to any other. You speak of subsisting engagements with the Auditor If they prove inconsistent with my wishes, I do not insist upon it, but if you feel as strong a wish to accommodate me as I feel to

Augustus Porter
Peter B Porter
Benj Barton
Jacob Sommers,
Alvin Bronson
Nathaniel Sill.
Sheldon Thomson.

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THE UNIVERSITY OF CHICAGO
LIBRARIES
CHICAGO, ILL.

O. Phelps. Esq. Sept 26th 1821 1

1020095

Sir, I did not receive yours of any date until last week, as yrs of Sept 5th came to hand at the same time. It was during our Court, & I have not had time to notice them before. It is now out of my power to answer the inquiries contained in the latter, as our Auditor has left the Country on a journey, & can find no duplicate tax bills 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 it. Mr C—'s note was long on the road, & I calculated I should probably not meet you, if I started in the pursuit, or I certainly should have waited upon you.

Permit me to correct a mistake you seem to be under. Our claim is not against O P, but against O S P, whose estate I am informed is not insolvent. I have a particular desire to take land in 6 or 7 R 18th, for this claim; perhaps my estimate of its value was too low, but it may be adjusted at appraisal. It lies 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, & remote. It would therefore be my particular wish, if we could make a negociation, that you should, if practicable, offer that land in preference to any other. You speak of subsisting engagements with the Austins. If they prove incompatible 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 Enquiry of Mr Co - of the mantua lands, & he was unable to give much account of them. I calculated again to meet him again but he did not come. I stand ready to carry into execution the agreement once made between us to receive saleable lands anywhere on the Reserve, in part for the debt; (to be assigned to you in any manner you may wish, which will not implicate us). But I should rather give up 500 or 1000 of this value, if the land were in my vicinity, for the convenience it would give me. The value, if we cannot adjust it, must be ascertained in some mode to be agreed upon, say by 2 appraisers, one selected by each. I feel as if in the present condition of lands, this was going far enough.

May I ask your early attention to this subject; I do fervently hope it may soon be ended. As an inducement for haste, my mother, the Executrix 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.

Yrs &c &c P.S.

S. Perkins Esq. Oct 11th 1821

Dr Sir. I rec'd your favour by Mr Beatty, yesterday, covering a draft upon N. Perkins for $1,150. As Mr B chooses to take another course, I have declined the draft, & return it, hoping it may arrive in safety.

My last letter which B - carried to you, was written in great haste; & did not then acknowledge the Rect of yours from Columbus, or of H. P.'s letter to you. Your letter was rec'd in the hurry of Court, & I did not send H P.'s letter back by Mr Webb, as I had no time to converse with Mr B -, or agree upon any arrangement. But I knew it was valuable to you, & safely preserved it; I herewith enclose it, in conformity with the directions of your letter rec'd yesterday.

Mr B - intends having recourse to a Writ of Error. I am waiting with much anxiety, for the result of the decision of this question in your County.

Yrs &c &c P.S.

Messrs Haight & Dwyer & Elliot. NY. Oct 22nd

I rec'd yours of Sept 14th, by yesterdays mail. In Feby 1820, I filed a Bill in our Court of Chy agt for Mr Kelley, praying a Reciever be appointed, of the partnership effects, & the concern closed. In may 1820, an adjustment took place between K & McM by which a Decree was entered by consent, that McM give to Kelley the mortgage, of which the foregoing is a copy, after clearing the title to his lands, from the original owner. In March following, McM was able to give a title, the Deed was accordingly executed, & the Bill dismissed. On the of 1821, McM, by some strange stupidity, if not dishonesty, gave the mortgage to Vrandwell & VanBeuren

while the decree was thus operative on the parties

I believe that actual notice of the decree

(if actual notice was necessary) would be
trusted to the agent, I do not doubt but that
this latter Mortgage would be post poned to Kelley's
but I doubt whether a recital to the
obtained, except by a decree against W & D B
the deceased of Dunham and Ruckinckles own
judgement previous to the death Mrs M. Mrs has
has a right of dower, which probably might be
extinguished by consent, I know no other
incumbrances our court will sit in a day
or two & I am much occupied in preparing
for it, I will write again in two or three
weeks, giving you the value of the property
& pointing out the mode of proceeding, and the
probable expense. In haste, your Obedient Servt
Lore

T Wadsworth Litchfield Conn. Sept 29

Your letter with its inclosures came safely to
hand. I have not acknowledged its receipt because
I hoped to convey to you the intelligence that the business
was closed, In part this is given as soon the papers are
all executed in my name, but a journey which
has not been executed in consequence of the

Mr Starke I doubt not that before long I shall enclose
the papers mentioning a discharge. My present business
is with the taxes. On receiving the contract which you
bled me to give the quantity of land, I framed a new
list by lot, By this I understood the rate and the sale for
the current year about one half of your taxes for last year
exclusive of part of the charge towards which arises from
a reduction of the highway tax. I inclose a receipt of
the taxes which you ought to preserve among your
muniments of title

Besides this list there appears charged to James Cook
43 acres of second rate land in the 3d district of Ridge
field, It is not this land formerly contracted to
a Mr Abbott, He cannot instruct relative
to this. I shall not pay the tax upon it without
further advice. It amounts to $4.92 3 there no penalty
attached to non payment except the interest
When you furnish me with an correct description
I will adjust it

It gives me pleasure to inform you I need ask no
more explicit, you will see by my account that I shall
be in funds for all advances made I shall be called
to make

He went to see Rene yesterday to be taken over the land not on the land. It was not [illegible] positively as I could recollect, I intended to have laid it out upon a level to run diagonally through the land so as to form section. I found upon inquiry that was not a legal road. It was necessary to expend it on a level running on the most [illegible] side the land & built a bridge which was destroyed by fire

I have frequently been asked if the land was in market My answer has been that I could probably procure a title and that my opinion of its value would probably be listened to but that I believed you would sell land in the interior of the state, not distinguished by peculiar local advantages for $3 per acre 1/10 in hand and balance in 4 yearly annual payments with 6 per cent interest. Land on the River & Ridge in the 3d section would be worth $5. If I thought I could effect sale of any consequence, I should like to make a contract with you, to take land for the amount of my commission at that price I should not be willing to allow the interest of Ring Price. But in truth such

is the stagnation of business, that there is small hopes of effecting large sales except at a price your lands can unanimously bear. It is not about 15 miles from Jonesboro land of a better average quality than these, which are sold at 1,25 per acre and which attract all the emigrants to settle with cash

I am with much esteem yours &c

Oct 22d I have kept this letter by me to procure a list of your lands & taxes but I have been prevented by the absence of the collector. Your taxes this year are between $34 & 40., by which you can fix that item in my acct. Since commencing this I have rec'd several proposals to take land of you. I know not what to say. It is surely better for eastern land holders to sell their land than if they can get their actual value, than to continue paying taxes &c. The difficulty less in ascertaining what they are really worth. A Mr Bunch of Fairfield, visited the County this season, & is now offering his land, consisting of eligible farming situations for $2.00 per acre, by the single farm, on 4 y. credit. I know one tract of 1400 acres sold together for 75/100 for the whole tract. I believe I could sell all, or nearly all yours, in a short time, for $2.50, except lots 1 & 2, & the lot on the ridge, which are worth more. I wish you could come into the County, yourself, & see its situation, & satisfy yourself of its value. If you feel satisfied I should sell lots not possessing local advantages, for $2.50 if

what more I can get, you will please forward me a power. Or if you will give definite instructions, they shall be observed. But I think it would be even worth a journey here to satisfy yourself of its value. Mr Drake continues to work for business please advise me soon, relative to the 430 acres. Yrs &c EL

L D Sturges Esq Nov 5th 1821

Sir, your patience is probably exhausted at the delay, which has occurred in executing this business. But Mr Merwin, & Mr Dean will have both been sick, & Mr D. was for some time afterwards detained by the sickness of his wife. It is however executed & I hope to your wishes. They have ascertained about 1460 acres the tract embraces the long swamp, & although the Committee thought the lots through which the swamp passes preferable to the others, yet that they might in your language, beyond all dispute do justice to Cain, they threw out 60 acres, as of swamp making the surplus over 1400 I need scarcely add, that on communicating the notice to Cain he was perfectly unintelligible & uncomplying. Yrs &c EL.

R McCurdy Oct 6th 1821

I have sometime since filed a Bill for foreclosure agt Beatty, & have heretofore written to you for the Deed & notes, which I have not rec'd. There are divers judgment creditors of B – who have liens upon his real estate: & although I should get advice agt Beatty, either of these at some future day might come into redeem. It is better to have business properly done than not done at all. I have therefore caused them to be made parties to this Bill, & enclose an advertisement, which you will please get inserted in the Connecticut Gazette. for which & send me the papers. Yrs &c EL

W P Cleveland. Oct 6th 1821

Sir, I have lately seen Smith – pretended rect upon your account, & find that Mr Webb of Warren, to whom you have heretofore probably given the case for collection, has taken his note, & receipted your acct in full. A line from you to him would call his attention to it, & he would please it in a way for collection. I have filed 2 Bills in our Court in which you are interested: I venture to enclose the notice to your case. You will oblige me, by giving the Advertisement on the other page, with the inclosed $5.00 to Mr Green, or to the printer of the Con. Gazette.

The grounds of our claim are these. In 1815, (before your Incumbrance) A Ruggles, the Attorney for N Richards, gave the Contracts for the sale of the lands we claim. Possession was immediately taken, & all the Conditions complied with up to 1820. When the purchase money became due, there was no

agent in the County authorised to receive payt (v Revised Statutes Contracts 2.31). The Purchasers were then ready to make their payment, & now bring their money into Court. & demand only a Q. Per. We say that as M Richards was not in possession, & we hold only it, not as his, but in our own right, that he could not convey a valid title, even to a bona fide purchaser without notice (3 Mass. 518; 7 Bos & Pul. 54). We charge besides, that the grantee had notice that sales had been effected, & sellers occupied the land at the times the Mortgages were made.

I do not however doubt, but all parties will be may enjoy the land in peace. From a letter I rec'd some time since from C. Richards, I understood the Representatives of Mr Lewis would secure the titles to the Setters, if the land became absolutely theirs. The reason of filing these Bills is, there does not seem much probability your mortgage will be foreclosed very soon, in consequence of a late outrageous & abominable decision of our S Court, that Mortgages cannot be foreclosed, unless if upon appraisal, the land is of greater value than 2/3ds the Debt, but must be sold for at least 2/3ds its appraised. & even were you holding the land absolutely in fee, it would still be necessary to run to Ch'y from the non-age of Mr L-'s heirs. We have therefore preferred this remedy; we do not claim costs, as against the Mortgagees

It would be agreeable to us, if the Mortgagees could agree together as to the disposition of this money. It would facilitate our business, if the Mortgagees could unite in giving us a title, so that the Decree need be pro forma only. If I have therefore endeavored to explain to you the foundation & nature of our rights, & if I have convinced you they are undoubted, & if you feel disposed to aid us in perfecting our title, I will so manage the business, that it shall be without expence to you. I do not of course wish any thing to do with the Defendants, unless you are satisfied we shall ultimately & justly prevail; but if you are satisfied, I can save you money

I propose, if the Mortgagees can agree as to the disposition of the money, that Judge Buggles, the former agent, be appointed to ascertain what is due, & receive a Deed: a Decree to be taken pro forma, against the minor heirs, without costs, against the Mortgagees. We claim costs however agt M Richards, for placing his property in such a situation, that he cannot complete his engagements.

Will you have the goodness to fill the blank in the Advertisement, with the names of the Lewis children & excuse the trouble I give you. Your Reply will oblige me

F. Wolcott. Nov 8th 1821

Sir, I rec'd your favour of Oct 8th by the last mail. I presume you have rec'd a letter I had sent previous to the Rec't of yours (Oct 22nd) accounting for the delay. Since then I have completed the proposed arrangement with Drake, & now hold the Contract cancelled, your Rect of $1000 to Hubbel - the Town Contract, & have in your names exchanged & release to Drake. I will at some convenient season send to Geiswold, N.Y. the Contract, Release, & Rect to be remitted to you. It will give me much pleasure to attend your directions of yours, relative to the land, as restraining trespasses, paying taxes &c. I have already paid the taxes for the current year, amounting to $39.64 - which you will please insert in the a/c rendered in my last. In regard to sales, I think the demand for land & the number of emigrants have been greater, in the last 3 months, than at any time in the last 2 years. Land follows the fall of prices in other articles, but follows more slowly. Owners are just reducing their prices, & have in fact, kept their land from market by its high nominal value. I must refer you to my last upon this subject. I have however rec'd 3 seperate propositions for 200 acres of land to be taken out of lots 10. 14 & 20. They are from different persons, who wish to take a part of lot 20, which is all prime, without a stick of timber, & a part of the timbered land. I have desired them to wait, until I rec'd your answer to my last. I believe I can readily procure contracts for three at $2.50 & believe I could sell 50 acres of lot 10 at $3.00.

Yrs &c

E. Hunt & Co Dwight & Elliot. Nov 12th 1821 13

Sir

Upon Inquiry I conceive Mr Murrays Real property in Portland honestly worth between $2500 & $3000 I 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

Mc M - places an higher value upon it & I doubt not but men might be found willing to apprize it at $5000 Mc M - Offers I believe to transfer the property for the satisfaction of about $000 debts

I am fully of opinion that Mc M's creditors stand no chance of being paid except from this property. I do not doubt but that you & the creditors of Mc M & H will in chancery be entitled to the first avails Had you not better attempt a Negociation with Wardwill & Van-Beuren to see if you can hit upon any scheme, to take the property immediately without costs or delay & bring it to Market

I will with pleasure attend to any commands in relation to this business

An understanding with W & T.B would however be 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 Mortgager. I mean difficulties arising from the unrighteous Laws of our State

Yrs &c

Nov^r 15th wrote to C.S Cambourne enquiring De Norcotts claim

Re enclosing a note, of which the following is a copy "Six months after date I promise to pay Ebenezer Eldredge or order twenty Dollars & twenty cents value rec^d with interest. Island April 23^d 1821 Wm Eldredge

In presence of
Jos Howard
& James E Eldredge.

(Mr Latimer says it endorsed

Same date wrote to C.S. ats to R.S

Same date wrote to Gen Peck ins. Be taxes, inclosing Hemends memorial

" to H.Sly, enclosing rec^t for land tax, his ex Wm Otis Esq

Schuboel Beckett Salem. Nov^r 14th 1821.

Sir I have procured a copy of Devers aff, which I enclose. He would not shew his debtors side. I now propose, if you think best, to refer the

whole matter to 3 indifferent men. to end it. I think this the best & surest way of proceeding as will make the terms as advantageous for you, as I am able. I wish you to point out where I can find evidence of each item, as far as you are able to instruct me. I can find no proof that you ordered him home in the spring. Nor can Mr Townsend testify, that you ordered him not to sell salt for less than $4.50, but recollects hearing you say, you believed it would be worth $4.50. If you do not think best to arbitrate, I conceive it would be better to sue in Chancery, than in Essex. Will you please advise me forthwith, if I have your full permission to issue it out, with such other Directions as you deem necessary.

Yrs

R McCurdy Lynn. Nov^r 20th 1821

acknowledging the rec^t of his three notes, and my enclosing an adjustment to him, stated the late decision respecting mortgages. Yrs

W H Gordon Nov^r 20th 1821

Sir At the late Term of the Com^s Pl just ended, I procured a judgt ag^t Thos Endicott & now consider him insolvent, as he has ample lands, but do not expect to realize money at once. Civil Laws are made to protect debtors & we cannot rais - money from them. He promises to pay as soon as he can. & will turn out any property to any extent I deem it best policy to wait, & endeavour to effect that by flattery, which we cannot by force. I hope you will approve this course - I assure you, were I there, you would prescribe no other.

Yrs

Nov 21. 1821

To John D. Brien.

Sir. I have had your papers lying by me for some time Immediately after receiving them I waited on Mr. P. B. who told me he did not owe you a cent & that upon an honest settlement you are in his debt I asked him to exibit to me his account against you & under the expectation that I should be able to procure it I have delayed writing knowing the nature of your account I endeavoured to persuade him to offer some terms of accomodation the only offer he would make was to submit it to arbitration provided you would become bound to pay the ballance if any was found against you which I of course declined

I think all prospect for an accomodation is at an end I now wait your orders if you conclude to sue as it will be necessary to enter security for the costs

2

&c will you please deposit in the hands of Col. L. Griswold of your town some security to the Amt of fifty dollars as an indemnity to me & I will see bonds are procured You understand I ask this security merely for the taxed costs which if you are unfortunate I may be compelled to pay

As for the prospect of recovering a debt against P Beatty it is something precarious he has a great deal of land in his hands & many large debts against him he is protected by by the wicked laws of our state at present. But his habits of business are unpromising & he does not seem disposed to improve the benefits our Laws give him to settle his debts I think however that if a Judgment could be recovered it might be saved from lands

Yours &c. Dillon

Dec. 4th wrote to N. Side of Erie Sen. stating that one Giles Kellogg lives in New-Haven, & that our rule respecting the conclusiveness of foreign judgments was the Massachusetts rule &c &c.

Dec. 7th wrote to Sen. Perkins, stating $ has $5 3 Fifth's tax on land in 4th Section of Norwalk, & Grant Fitch's do. amounting to $4.56, & drawn on E. Whittlesey.

Henry Hosmer. Guilford. Dec. 7th 1821

Sir, I enclose contracts to Scranton & Nye. I have executed them both. You will please procure them to execute one copy of each, & return them to me in an unsealed letter, by the post rider from Medina

I enclose no contracts to the others, supposing they had better wait until I have further instructions. Should they prefer receiving contracts at the present price, I will forward them. It is better to enter into no new contracts, without a payt in hand. I hope you will succeed in selling the quantity you spoke of, for cash. in which case, I presume the purchaser will think it worth his trouble to call upon me. I shall think it well worth the while to accept $2,50 per acre, but nothing less. I am &c &c

I Do not wish the land on the road sold for less than $2.75 per acre in cash.

H. Hooker Clyde. Munroe Co. N.Y. Nov. 19th 1821

Yours of the 30th ult. is before me. I have heretofore seen Mack, the administrator of Bolls, which reduces the sum $65.37. he has likewise a rect for about an hundred

more: he will follow any course which will benefit the sellers or purchasers. I suppose another sale of the land be had & bought in by you, or by Bills for you. the necessary expenses of the Administrator I will see made as light as possible. I should suppose a purchaser would not decline buying at any time you are able to see. & you can explain the lapse of a few weeks will give you a title from the Administrator & that I conceive no incumbrance exists on the land except the mortgage.

. Dec. 27th 1821. I have kept this by me until now, that I might adjust the taxes, a part of which may be $ in certificates for labour. The work has been performed but I cannot come at the certificates at present, nor can I pay the tax, without advancing more money than is necessary. I have it at present, & will attend to its adjustment at another time. The only penalty you suffer is paying interest on the tax.

Dec. 6th Wrote to Silas Lay, informing that Hallet had not made the Deposit, but daily expected he would, that Benedict had released Bower; that I had rec. $60.20, had $ $4,83, expected to pay about $1.25 more, & would forward the balance to the Case.

Same date wrote to T. D. Webb, asking about Cleaveland's note, asking him to call on him.

Daniel Carey. Fort Edward. Washington Co. N.Y. Dec. 4th 1821.

Sir There has been nothing done with the Judgment agt Wilkins &c. They have made no settlement with Cist as yet, & when not of course, get the land I expected. I believe if you was here, & willing to take your pay in some other property, that you could get

it. But I can of course do nothing without orders. I see no prospect of getting money im-
mediately, or indeed very soon. Yrs &c &c

Tillman & Kinderhook Troy. N.Y. Dec 11th 1821

Sent. Shortly after receiving the claim agt Mc Murray, I called upon him. he informed me he would send you terms of pay[t] by a Settlers land claim. &c. he has since informed me he has done it, which he believed you would accept. However it were better to persuade him than to drive him (for our laws relative to Debtors are an abomination to Justice) I have waited, expecting to hear from you. I beg you to advise me whether he has ever made any such proposition. If not or if it has not been accepted I should recommend a suit immediately. Yrs &c &c

Van Deusen Stevenson & Co. Dec[r] 7th 1821

Sir, I have p[d] your tax for the current year, as below, & hold the rec[t] to your direction. It is of importance to procure rec[ts] for taxes as in the event of a sale, which must one day happen, it seems to obviate errors of negligent officers. I think the prospect brightens a little, for selling lands. There has been a greater demand for the last three months, than for the 2 years previous. I hope the demd will continue, although the price will probably be very low. I am informed the land in the town of Smithfield is offered at $2 ⅌ for the single farm.

&c

My account of taxes $4.35 + 1.00 to be p[d] to My Advertiser.

S. J. Pennyman Esq[r] Dec 11th 1821

Sir I have delayed writing for a long time expecting I should be able to inform you Price had performed his engagements with me you recollect the terms he assented to as detailed in a letter some time since I have since that period procured a foreclosure of the Selden mortgage at their expence from which I expect to realize some money. I now have the mortgage on the store which when it expires I shall endeavour to foreclose

I have rec[d] on the Butler Rec[t] (of goods in the Store.) Co Orders to the amt of $132.31 principal. &c $8.23. int. I have it in my power to fund these, by depositing the seperate orders & taking a new one for the whole amt. As this gives interest upon interest, I shall effect it. I dispatched a small lot of to Bruns to Green Bay, which was of small consequence. I realized $17. in cash. which I hold to your order. & will remit the first opportunity. Best Bros has failed most in the County Orders he promised to deposit. I have only rec[d] $63.75 I believe he has endeavoured to complete his engagements. but from the times, & perhaps some embarrassment like management, has been unable. I do not think a suit would be productive of much benefit; for our abominable Laws give every privilege to a Debtor disposed to take advantage of them. I propose continuing to flatter him, & endeavour to persuade him to give all I can, & if any urgent danger should threaten his property, I will see you secured by Judgt. With respect to taking security

from Forsyth. I presume you saw him this fall. If you will wish me to make a specific sum, or point out any particular directions, I will obey them. The difficulty of making collections in our Country is so great that I feel sometimes tempted to abandon business as useless. We live however in hopes of better times & better laws. The value of produce is more settled, & the cent per cent receiving people are learning to live more within themselves, & rely less on foreign supplies. I shall make another settlement with Butler soon, in which I expect another pay in Co Orders. I know nothing else to do with the goods, than to keep them as they are. Perhaps in another season, I can send a few up the lake. You understand the parts & deposits. Mine are as follows, Bills on Mortgage $400. Store Mortgage 500. Butler Rest $1500 Orders Co Orders $163.78 - wanting about $700. — Upon Butlers rest I have in Co Orders $140.64 in cash $17. If you can suggest any other course, or wish any alteration I will endeavour to effect it

Yours &c EL

Thos L Chew

Dec 18th 1821

Sir, I rec'd your letter, with a paper explaining the situation of the Hallam land, in the second section of Perkins, & $20, in cash I am much at a loss, what course to pursue relative to the Beatty Mortgage. We offer to give up the land, & do not feel determined whether it is better, from the whole situation, to take it or not. If B - were alone concerned no recourse to be had to Hallam, I would take it. For although B has a large amt of property in his hands, net from his embarrassments, from his unbusiness like habits

upon the protection our laws give to debtors, & the expense & delay of judicial proceedings, I should conceive it better to take the land than to take my chance.

But from E H - 's liability, I doubt whether that course is to be recommended. I will state what I can do, & leave you to judge. I can bring a Scire Facias, & have the land appraised as soon for 2/3ds its appraised value, & take the ballance as a debt against Beatty, while E H - is liable to pay. The expense of this mode of proceeding will exceed $100, of which B - will be liable to pay $40 or $50. This would without question be the most eligible mode of proceeding, if we were sure the land would be valued no more than it is actually worth; but our freeholders are so accustomed to set an higher price upon them, than they will bear, that there is some risk, lest the expense of this proceedings would be each thrown away, & we have the land thrown upon us, at last, in full satisfaction of the debt. — Upon the whole, this is the course which I recommend. The land is not actually worth more than $2.00 per acre, cash in hand - Even allowing the land to be valued at $4.00, & I can scarcely think it should exceed it, it will, allowing for all risks, leave a large ballance from the proceeds on buying it in at 2/3ds the appraisal, which the Misses H - 's can hold against E H - With respect to the other land, I shall be happy to perform any Offices which may be required. They need no particular care, except to see the taxes are settled, which I will look to it, E H - does not. If I suppose bringing the land to market, I should be pleased to be the agent. I think they might be sold at $2.75 or $3.00, 1/10 in hand, & 4 annual pay[ments] In this case, it would be necessary that a Deed is to be made be

s brocen & to & his sisters. Will you please favour me with your views, relative to the mode of proceeding above shewn. If D— alone is to be looked to, I think it would be best to take the land at once: if revenue is intended to be held as E to. I recommend the other course. In the last event I shall require no advance of cash, until the business is complete. Please likewise signify what other remarks are required relative to the other lands. I am &c &c

Upon receiving my letter, I wish to explain why I affixed different values to the lands mortgaged & the other lands, as the quality of both is the same. in the first. I intended to value it at $2.00 per acre, by the whole tract. the last at $2.75 or $300 by the single farm — or at retail, on a credit

Dec 12th Wrote to R L Sucker, requesting him to forward Cyclopedia &c. Wrote in same to Sally.

H D Gilbson Canandaigua. It is a considerable time since the date of my last. I did not receive the assent of the Creditors so as to take the property before about the middle of august. At that time Caldwell 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 season for adjusting non resident taxes, have prevented

my attendance before monday last. At that time the appraisal was made; it gives me great satisfaction to give you the result. The value of the property here is fixed at $1100, which is even less than I had offered to take for it; & is so greatly short of their expectations, that I presume they will use their efforts to sell at an higher price, which if you recollect is to be applied upon the debt. The only objection they have to Mr Birdsey, to appraise the N. York property is his distance. They give me the give me the following names, as of persons with whom you would be suited John T Knowles of Chittenango. William H Fuller of the same Village. David Beecher & Solomon Beebe of Canaseraga Vill. You please enquire & if either of these pleases you, I will immediately forward a description of the land to him. Should you conceive these persons improper, please give me the name of some one in the neighbourhood of these villages or somewhere in the town of Sullivan. It gives me great pleasure, that they are not likely to give great discontent when we, in respect to their appraisal. You see that the value they have heretofore placed upon this property was $3250. I presume the present price may be realized in cash or some reasonable credit. I have hopes of effecting a sale to a Mr Woodruff as soon as I can take the valuation of the N Y property, I will take it, & forward it to you

Yrs &c &c Young.

Messrs McGregor & Collins & A & S Willets. } Dec^r 26th 1821

Sent^n I have been prevented by the Sickness of S B Caldwell from completing the appraisement of the property here, until lately. On monday the valuation was made, & it gives me sincere pleasure to give you the result: viz $1100. I believe I can sell the house so that this price will be realized: I am now taking measures to have a similar valuation on the Ely property. After which time, I shall forward your several notes, or hold them for your disposal. I add your sincere opr. I have so confined business, that you are liable to no other costs, than to my services. I will draw upon you sometime during the winter for these amts (if agreeable). Mr Jennings of this County asked me if I was instructed to pay McG & Co's notes, saying you had told D Ely, that I was. I should be pleased to execute any orders relative to land, but I have rec^d no such instructions.

&

McG & Co opr. $37.75 + 1.25 + 1.25 = $38.25

A & S Willets opr. $15.25 + 1.25 + 1.25 + 1.25 = 1600

O. Phelps. Dec^r 24th 1821

(Apologised for delay. sent copy of his tax as an Duplicate) could not communicate information in season: his lands in O of R 18th lists to proprietors unknown. could not give amt of tax, because did not know lots. I added an abstract of the Smedley title, thereunto as follows. Admitting the validity of the Double

portion, which is extremely suspicious, he ought to have about 240 acres. Of which he has intended to convey 258 acres; but from the very slovenly manner in which the conveyances are drafted, it is doubtful if he has not conveyed the whole.

I have rec^d no reply to mine of the Sept 26th. are you not willing to offer me the tract in the 14 R.

Yrs &c &c

E. Redington. Dec^r 31st 1821

You do not state your case so fully as I could wish. I believe the second note has been assigned, & you have notice of the assign^t. I am of opinion it would not be safe for you to make the pay^t to W— as there is no obligation upon you to do it, & if you pay another man's debt, without his consent, you cannot recover it. If W— can collect this of you, it alters the question.

J. Wolcot Dec^r 31st 1821

I received your favour by the last weeks Mail. You will please forward to me a power from Messrs Cook, Foot, and yourself, and from Mrs W. Giving me power to contract &c under such restrictions as You may deem advisable. I do not wish a power to execute deeds since a sale under by Attorney under such a Devise as this would be negatory. All deeds must therefore be executed by Messrs Cook & Foote the only part which you are liable to fail in making out

correctly is the Form of Mr Ws acknowledgement 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 abbot contract is in your hands and what Lots it covers - I would further what you would value the Lands not possessing local advantages, for cash in hand. A great difference exists between Cash and credit A difference created by our unjust Laws. It is usual to make a considerable deduction in every thing for ready money - I would suggest that $2-00 per acre in hand would be about the usual price when it was estimated at $2.50 on the ordinary credit. I believe I could sell one Lot in the third section lying on the road at that price - on this subject I wait your orders. From a cursory examination of the received - I believe one of the other clements has got about 230 acres more Land than belongs to him. & that the estate of Mr Cooke is likely to be the sufferer. I cannot now certainly ascertain the fact but I saw in a train of inquiry and shall not fail to look it up - I will use my endeavors to collect interest from Ivory but I fear it will prove uncertain. On my return from a tour that I am about to make - I will go to see him and do something -

Adams & Tibley Pandaqua

On returning from Columbus last

evening I found your favour of Dec 21st covering a deed from John Wheeler Snr to Wheeler & A D Cowan - The Supreme Court will sit in our County in April or early in March - The nearest judge lives about eighty miles - I now write to ascertain whether you prefer I should witness Wheelers acknowledgement - & make the journey - or wait until June when the acknowledgement of both parties can be obtained without expence or trouble. (As soon as I receive your reply) I will pursue your directions with much pleasure.

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J. R. Bold Esq - Whitestown

On my return from a short journey last evening I found your favour of Dec 19th enclosing Thirty five dollars which I am to hand over to Aaron Buggles on account of your taxes by him heretofore paid - I shall have an opportunity to send to Mr Buggles in a day or two - & 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 to our duplicate - I will however do it in a few days: and I think it probable material reduction can be effected in your taxes

I think the demand for land is reviving - & that some sales can be effected to good men although at a moderate price

John Plane Washington

A few days since at Columbus Mr Whittlesey engaged to write to you upon the following piece of business - As the

is not so well acquainted with the circumstances as I am I venture to trouble you likewise. During the last summer John B. Flemend of this County applied to me for assistance to procure a compensation for services rendered to the Custom House Department in this district R.P. Ferry had heretofore appointed him an assistent surveyor and he had devoted much time to the baseness under the appointment. Indeed the whole beseness at the mouth of the river has been managed by him since 1816 and he has received no compensation I advised him that Ferry had no authority to make such an appointment and his claim although perfectly just could be only for a per diem account

Therefore made out such an account under his own oath accompanied with a certificate from R.P. Ferry that it was just and reasonable. I forwarded these papers directed to the Sec'y of the Treasury & have received no answer

Mr Flemends 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 Whittlesey you confer on him a special favour by expediting attending likewise to this baseness; by looking up the papers & giving instructions as to the mode of procedure. will you please favour me with a line upon this matter. Likewise enclose two depositions to procure the wages of one Robert Harbeson. I forwarded

the papers to the third Auditor some time since. they were retained until further proof could be offered of the death of R.H. while in service. These depositions I fear cannot full enough. but I can find no further proof unless from his widow who is perhaps to much too much interested your attention to this and any instruction you can give me to procure this claim will be a great service to family in very low circumstances

Amon Tibbs Fort Megs

Having just returned from a journey to the South I found your favour. In answer to your enquiries I feel no doubt but the suit cannot be sustained in its present shape; as no seal is affixed to the signature of H & M. if he had set a seal one party has no right to bind another by a sealed instrument without a special letter of Attorney

But as one partner may bind another in a contract relating to the partnership. either verbal or written (without seal) I should suppose your better course would be to withdraw the present suit. I forward the Contract to Ashtabula to have the suit commenced against both as on an unsealed contract. made by one 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 you 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^{r} Jany 22^{d} 1822

J. Davenport

On the 7th of Dec^{r} 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^{br} 1) & concluding you relied on me to see them settled. after ascertaining no other person here I advanced the Money. on the 22^{d} of Dec^{r} I received yours of the 30th of Nov^{r} about the first of this month I went to Columbus. I carried my rec^{t} to get back the money I had advanced as a tax twice paid. On calling at the Auditors office I found on the 10th of Jan^{y} your tax 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^{r} 1st to the 15th of Jan^{y}. I make this explanation of the circumstances under which I paid your tax; to guard against any misapprehension as well as to apprize you that your money has 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 sum of which you have recev^{d} the benefit

Jan^{y} 23^{d} 1822 Wrote to Gen^{l} Perkins, to send me Cinpicio's cert, & tell me who to forward my rent & error.

Henry Nuberry

Your favour I recved yesterday. I have been waiting for a letter from you. that I might inform you what steps I have taken since my last. In Nov^{r} last I visited Guilford and found a superior soil and better settle settlement than I anticipated. It was my intention to reduce the asking price of the land to $3.00 per acre. But I think it will justify the price of $3.50 The other land in the neighbourhood are held at $4.00 but there are no sales. I have effected Contracts for $4.00 per acre. to be $4.50 if not paid in four years. to Nathan Scranton 72 acres. To Jonathan Nye 100 Do^{s}. These settlers had gone on upon an understanding with Gen^{l} P., sal agent & could have no pretence to claim a reduction of the price. I am under an engagements to enter into contracts with the following. at $3.50. or if not paid in 5 years at $4.00 To Samuel Harris 50 acres. To L. Van Vleet 50

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of Sharon 77 acres These settlers had entered upon the land after it came into my hands & after I had signified it was my intention to reduce the price to its fair value. As however I will interfere with no man's property without his approbation. I declined executing contracts until I heard from you. But when you consider the land will not sell to good settlers at $4.00 & that 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 at Mr. Hosmer a tolerably likely man. a purchaser of yours will be furnished with the terms as soon as I hear from you. I will do all the necessary business. His interest is identified with the prosperity of the settlement & he is precisely the man 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 in cash for a whole lot. I would recommend you to accept it. I wish much to see you; as I could learn your views better by conversation than by letter. I believe there is no stage running between Cleveland & Buffaloe; the mail is transported in a waggon between Cleveland and this place by which you could be accommodated

I think your other land had better be at present (I mean those under my care) unless an opportunity for sale should offer since your observations relating to the completion of the canal

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applies more peculiarly to them - You ask whether I have visited the Balmadge land I am ready to do so if you wish it but I did not understand you expected I should concern myself in any land east of the Cayahoga. I wish much to see you and hope you will not fail in your promised visit next season. I think you had better come to Portland on Sandusky Bay about 17 miles from here. I will furnish you with conveyance. where you wish. A new steam Boat smaller and safer than the other is expected to be completed by the fifth of June. I know not but she may be subjected to some restrictions by the Legislature. as two more are in contemplation who ask for some such previlages as N York has given

I send a report of a committee in our Legislature by which you will see a project of a canal is granted here. The route will probably be explored this season. It is with sincere pleasure that I can announce that our Legislature seem heartily sick of our restriction system. & disposed to tread the path which will eventually lead them back to honesty. A law has all but passed gradually abolishing the appraisment of personal property I believe the next will bring the sum

yours &c

L D Stanley

Jan 28th 52.

On the 5th of Nov last I presented the Report of the partition between your self & Mr. Stanley the reason of the delay. I presume you received the communication in due season but

36 please advise me, & I will forward a Duplicate. A few Days afterwards I rec'd yours requesting attention to the business, presuming your Misdirection methy the letter of Nov 25th 1821 not answered your last

Yrs &c &c &c

Jany 23d wrote to J B Gurley, advising him I had rec'd his, enclosing copies of notes 1 vs Beatty, &c 1 vs Remsen. that his claim was good, but W- s more doubtful. &c &c.

Jany 24th sent $5.31. to S Case, on a/c of John Lay pm by Williams. Wrote by him to mottes, C G. A H G. M G.

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 deposited, have an order for three Hundred and fifty two dollars & some cents 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 those Orders for Cattle at 25 per cent discount but I should not recommend your accepting them. I think it possible, & yes probable, that I can collect a part or the whole of the interest

Jan 24th 1822 49

this season, & perhaps more: but I can give no assurances. If any one should offer 87 1/2/100 in cash or its equivalent, I should recommend you to take it. It gives me sincere pleasure to inform you, our Legislature seem disposed to relax the restrictions upon collecting Debts.

I am &c &c &c.

Alonzo Gibbs, Fort Meigs. Jany 31st 1822

Sir, you have, I believe been informed that Judge Oliver of your place has heretofore transferred to me your contract to convey lots 2 & 11 of out Lot No 202 in Perrysburg, in trust as security for a debt which he is owing the Lockwoods, or rather I believe Henry Lockwood. I wish to inquire of you, the value of the land, the extent of improvements, & whether a legal title can be made. Your answers to this, & any other you conceive useful to the creditor will much oblige me. I am with much esteem, Your Obed't Servt (put this in P.O. Feby 4th 1822).

T W G.

Feby 4th 1822. Wrote R W G. enclosing an a/c of H B Gibson agt Joel Jones, &c same Day, wrote R Grenger about Calvin Austin Debt vs D. Gilmore.

Oliver Phelps Feby 18th 1822

I received yours of 25 ult by the last mail. It is more than four years since we had our first interview relating to your claim against the estate of your father at which time you agreed to give and I take lands in Connecticut Reserve

hard to the value of the Principal and interest of the debt since that period I have been endeavouring to persuade you to carry this agreement into effect and have not succeeded You some times hint that our claims is unfounded— Convince me of it is bad and I will abandon it at once. As for the usury which you say exists in it is a defence upon which you or any other man of honour would be ashamed to insist. or convince me any of it is usurious and I will except with satisfaction the sum really due. I will however make another proposition. The debt stands as follows. Judgt in receipt march 1813 $1603.39

Received a payment April 6th 1815 99.11

1404.28

Interest to April 18th 1822 9 yrs 708.25

$2162.53

of which if any part is recoverable at law the whole is

The claims shall be assigned to you without recourse for a valid conveyance of land to be selected by me out of the lots to you name in your last letter, in Q 87 of R 18th of the value of $1500 and interest from the tenth of April next to the time of conveyance, the value of the land to be ascertained by appraisers. to be either mutually chosen 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 one answer by the 10th of April containing either your acceptance of this or some offer which I can except. I conceive you do not wish to make an arrangement or at least we cannot. You must be sensible that we cannot wait forever. and I shall feel myself reduced to the necessity of commencing a suit to ascertain our rights at law. You will please consider the answer offer rated returned if I do not receive your answer in the time above mentioned I am your &c—

April 7th 1822

Robert McClintock. New York April 14th 1822

(Acknowledges the rect of the two drafts, & particularly describes them.) I consider it is for the interest of McMurray & Kellers creditors, to unite their claims, & 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. (refers to my letter to Messrs D R Haight) The course recommend, is to get possession of the house, if possible, which will be good property to rent, & thus keep down interest to wait until a year from next month, when the mortgage will expire, & then proceed to sell. Unless W & V B make their application sooner, in which case I would advise a suit against W & V B & the other parties to establish title to the property in Messrs Farwell. Please inform Mr

40 the names of the original creators, as far as I have been able to ascertain them are James White, Leggat & Shotwell Dunham & Hutchinson, Haight, Burgess & Elliot. If this course I offer should be approved of, the claims had better be forwarded to me, with such directions relative to Kelley as may seem proper.

Frederick Walcott — Newmarket 14th Jan 1822

Since my last I have effected another small reduction in your tax, being an overcharge of $1.55 on two of the lots. There is one class of cases left unimproved for in the price 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 occured in I now submit my doings in hopes you will not disapprove them. A. W. Webb arrived in this neighbourhood and asked the lowest cash price for No 7 of Section 2 his father was already here. an industrious man superior in every respect to settlers generally. It was the intention of young Webb to settle on the Government land where $100 would have furnished him with 80 acres but the pursuasions of his father who was unable to advance the necesary cash. They offered to take the lot together and to advance the price of 100 acres if a deed could be had & we could agree upon the price I knew the amount of money, which the young man had did not exceed $ 230 and feeling confident I should lose both settlers unless I then contracted with them. I ventured to go beyond my instructions. & come under the following obligation. I have bound You to give a deed of "100 acres to be taken from the north part of lot No seven "according to the survey of Jabez Wright Esq. for $225 being a deduction of percent on the lowest price you permit me to sell on credit and I have entered into a contract to sell the residue of the lot the old Mr Webb consisting of 106 acres at $ 3.00 this being the least price of the whole lot at $ 2.62½

I feel persuaded I have acted as you would have acted had you been here. But if by any possibility this does not meet your approbation I still wish the deed forwarded. as I have contracted it shall be delivered by the first may. & I will see you are satisfied if I must advance money myself sufficient to bring it within the letter of my instructions

If I can with the money $ 225. I will forward to N York if I can without waiting for instructions (that is if I have an opportunity) meanwhile if you have an opportunity to send for it, please draw for that amount conditionally however lest I should have already remitted it. Will you

pleas not fail in furnishing the deed in season & give me the minimum cash price for land in the interior of the section

I have contracted likewise to sell ¼ of lot 8 in Section 2 for 2.75 per acre. It was sometime, say 2 months since; I felt desirous to get a settler upon the road running diagonally through that section. to work out the road tax and to entice others; & I therefore agreed to let one Henry Dillingham in consideration of his being the first settler between the Rivers, have it at that price. of which he was to advance 10 percent by work on the highway. for the next years tax. the highway tax is however suspended for one year as it was found necessary to raise the land tax & he perhaps will be disappointed in his advancements. He is however making an improvement the land. I have received a proposal from Ivorg which I think you had better accept. he offers to give his contract for lot 14 and payment for the use of it for the current year provided you will sell him the SE quarter of lot 20 at $2.50 per acre to be paid ½ next winter and the other half 1 year after. He says he has little property & Farnham the man who bought with him has run away and left him to struggle with alone that he is utterly unable to pay the price and interest which is coming to you which is 5.00 per acre and interest since 1818 that he believes he can so manage

things as to make the payments proposed but in his present situation he must necessarily be an embarrassment rather than a benefit to you. he is willing to relinquish the improvement he has made on lot 14 if you will discharge him from his payment contract and sell him land for a price that seems fair

I perceive it will be for the interest of the owners to accept his offer. I feel since he cannot pay the price of lot 14 which is in truth a valuable lot and one which I should estimate worth $5.00 per acre I perceive lot 20 had better be divided in quarters or smaller as it is wholly prairie and more saleable when annexed to some timbered land than alone. On this subject I likewise ask your advice Permit me to hope you will visit our state during the ensuing summer and satisfy yourself of the value of the lands I am &c—

H B Gibson Canada Esq. The account against Major Jones I forwarded to Roger Griswold Esqr of Natchez (the same who has the account against Wm Dana) He is a near relation of mine in whose success I feel deeply interested. I advised him of the necessity of keeping a close communication with his principals. so that I hope

You will have no more complaints on that score

On the other sheet is Caldwell & Drake's assent to the appraisal. I send it to you because I have no acquaintance with Mr Beecher and it will afford an opportunity to make such observations of the hardships of the case as may seem advisable. Please likewise advise me of the best mode of disposing the property & if a letter of Attorney is necessary from me, I wish to prepare it so as to acknowledge it before our supreme court on the 10th of June which will save the expences of a journey. If it is necessary to name an attorney please name one. The expences of this will come from the general funds

As soon as I receive your returns I shall take your separate notes and forward as you have directed

I have some prospects of disposing the property here but I cannot encourage with the assurance of doing it immediately. the house is well the money for which it was appraised. but the village in which it is situate is not much advancing and the demand for such property is dull. Caldwell now occupies the house at a rent

Messrs Adams and Gibby Canadaigua

When I wrote last I informed you our S. Court sate in April the time of session is fixed at each session of our Legislature. & I wrote from the information I had then received I have now seen the acts and find it on the 10th of June — I will attend to the business you have committed to me at the next term unless you wish it sooner done, in which you will please advise me I am

Jacob B. Gurley Esqr New London Ct

Please forward the account and items of yours ap against Capt Ransom. I believe I can receive a part and secure the residue during the summer

I think I can secure the Williams debt in some kind of property. I shall probably experience a loss. But I conceive it better to do so than to take so small a claim in lands. I will advise you further hereafter. Yours &c

Richard McCurdy Esquire Wayne Ct

Rec'd yours, inclosing Mr Beatty's mortgage deed — At the term of the common

Please just ended. I have dis continued the suits against him. I did it because from the amount of payments made there is no prospects of getting the whole land under the extraordinary decisions of our Courts. & because our Circuit Court will grant the old fashioned and honest decree of Foreclosure. & shall suspend and 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 fair to communicate Beatty's proposition He offers to pay you the interest annually if you will let the debt lie against the land ——— I have the strongest assurance of the ballance of the Strong debt as soon as the Lake opens. It will give me much pleasure to wait upons you at our house at your promised visits

R B Parkerson: I wrote to him Mch 24th advising him, I had written some months since, that some sales bottoms were offered to him, & recommending him to take them, unless he looked to the personal responsibility of Brigham's Administrators. That I would learn the offer again, & communicate to him.

McGregor & Darling. Mch 30th 1022

I gave a draft upon you to the acct. of my account sometime in January last. On the 20th of Febuary I rec'd your favour of 17th Feby 1st enclosing a draft on Jennings and Darling for the acct of my account. Had I known you had funds here. I should have not forwarded a debt and if it is has been inconvenient to you or if it would have been more convenient for you that I should have consumed as part of those funds I am sorry: I now hold your debt on Jennings and Darling) and will either retain it destroy it or procure payment and remit the avails to you

I will with pleasure execute any orders relative to your lands: There are no taxes now due. the season for paying taxes is from Sept 1st to Nov 15th I shall therefore have occasion for no money until then And I ask your direction whether this draft now in my hands on J and D for the account of taxes shall serve to raise the money then necessary or whether you will forward a new draft

I recommend you not to force a sale of these lands. For these two last years there could be no sale of Land made. But the demand has increased within three months: arising from the stimulus

of the N. York canal. & from other causes. Lands in the vicinity of the Lake would now sell for $8.00. 1/6 in hand and residue in four annual Payments with interest annually But I should not at present expect to sell your tract for more than $2.00. on the same terms. & perhaps could not even get that But I think in the course of the summer Lands will find something like a settled price and there is prospect of rising a little. During the last winter, Commissioners were appointed to explore a Canal route from the Lake to the Ohio River who will meet and act during the summer. one route and the most promising one, runs within a few miles of this Lands. & will perhaps increase its value or at least render it more saleable

By the Laws of our state it is necessary I should have a letter of attorney under your seals acknowledged before a magistrate or Judge and recorded here before I can even contract for land. if you have wives living it is necessary they should be parties and a special acknowledgement as if they were to convey real property in your state

If you can get $2.00 per acre 1/6 in advance and remainder on annual interest

perhaps it would be advisable to sell. It is necessary to exact a small advance to keep off that class of settlers who go in to procure a home for a few years but without intending to pay. With my present views of such property I should be unwilling to sell for less. ——— I have forwarded Caldwell and Drakes and my agreement to the assignal of the property in Cleveland. As soon as I receive the returns I will hold your separate note as you directed. Yours &c

D. I Chew Esq.

On the 18th of December last. I wrote acknowledging the receipt of yours enclosing a paper which explained the situation of the Fallam Lands. suggesting different causes of proceeding and asking advice. Hearing nothing from you. Hearing nothing from you I became confirmed in the opinion that the best course of management was by Sira Facias (explained in my last letter) & as our Court sat in March. I broached the writ, or we must have delayed in October. If you think any other course advisable please write and I can stop it without expense

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I wish likewise to be informed whether it is deemed advisable to bring the other property of the Miners 36— into markets. The demands for land seems increasing & I believe sales to some extent could be effected at $2.50 per acre cash, or $3.00 on credit with one 1/10 in hand. A. Wm Hewitt has applied to me to be a purchaser of a part, when the sale under the mortgage takes place. I have encouraged him by telling that I knew no objection, as I suppose it was your object to bring the property in some more manageable form. If it is intended to dispose of the other property it will be necessary to forwards me a power of Attorney for that purpose as the present one contains no such power. You will particularly oblige me by answering this; as you have never favoured me with your address. I am not sure my last letter reached you which was directed to N. York. I shall send this to N London & will thank you for your direction of your next

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C. Learned Esqr.

Since your favour a few days since enclosing an Extract of a letter from

Beatty, in your favour. I waited upon B— who at first said he owed you nothing. He soon explained that you had done his business since the period you mention (1806) 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 manufactures as were necessary and he concluded the 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 endeavour to convince you he owed you nothing. Perhaps B— will write but he is apt to be too negligent. The judgement is not conclusive evidence of the debt in as much 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 ——— B—'s circumstances have much improved he has a few days since settled a claim in favour of the United States without a sacrifice. A claim too which threatened to sweep the whole of his property. I consider a debt against him as safe if lands could pay it he has 8000 or more acres

of Land worth at least $16.000; he would estimate their value at $120 000 He offers to transfer to any creditor land to the amount of his debt at appraisal. Or the law will give a creditor land at 2/3ds the appraisal. I do not think from his situation and management that his creditors will do better than accept this offer unless they would generally sign a letter of credit upon such security as he can give. But this is with you a matter of future consideration

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I Brackett Esqr

I have commenced a new suit against Deboe as we could not prove a demand of an account before the old one was commenced & it will stand for trial next October.

But Deboe is now willing to settle with you & I believe if you were here it could be in some way adjusted. The evidence is not as full as you expect & I wish much to see you before we go to any trial. Deboe tells me you are expected here before next term. In which case I shall do nothing before you come: & if you do come I feel no doubt he will come to an arbitration. But I wish you to inform me immediately if you shall not come that I may look up testimony for Court.

I O Brien

Since my last Mr Beatty'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 land to the value of his debts might be got from him.

I have made no progress towards a settlement with him on your account. I shewed you letter, but he answered he paid your debt to the Bank where he was indorser & rec^d the store in payment.

I propose to you to commence a suit in Chancery against him charging him with having rec^d a conveyance of this store, to indemnify him against his liabilities for you; and get his answer under oath with an account of the avails. Please shew this to your Lawyer & see what he thinks of the scheme. I. O. 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 (exclusive of depositions) shall not exceed $35.00 I see no other chance for you. Please tell your Lawyer that by our practice we can contradict the defendants answer by witnesses

If you think this a sufficiently promising one I wish you a particular discription of the dealings between you and A— with the dates as near as practicable. In fact it will be better that the statement should be prepared by a Lawyer there. —

Frederick Wolcott

Yours of February 20 enclosing a letter of Atty for the sale of 2 lots in Ridgefield came to hand a few days since. There is one feature which strikes me as objectionable you authorize me to receive all monies 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 injudicious as being unusual and being a clog upon the sale of the Lands and from your not being likely to make collections to so much advantage as if Cash could be paid here. A small purchaser who are much the largest would not think of sending a small sum of money say 20 or 50 dollars to you but an agent on the spot could save it for you. Ordinary men of this discription pay all their debts in such parcels and never can accumulate a much larger sum

But if it is your intention that the purchasers should insure the [illegible] my payments of the purchase money to you it is unreasonable and unjust that they should guarantee the honesty of an agent whom they do not appoint and cannot control. I have no objection on my part to secure you in the faithful performance of agents but this question is between us alone and one in which the purchaser ought not 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 so unusual a stipulation in a small contract

The present contracts being entered into before the receipt of this letter and under the general power contained in your former letter have no such clause I must therefore see the purchasers indemnified

I have yet met no safe opportunity of remitting the money ($220.00 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 lots no 4 to see whether the sale of one half would injure as soon as I received his report which will be to morrow I shall receive about $30 from one Pickard next month I expect Mr Bangs will pay me $6 and an understanding exists with a Mr Holliday for the purchase of one 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 and shall remit the residue as soon as an opportunity presents itself. The contracts I have offered are

acres			cash paid
100	H Webb	in lot 7	$220.00
50	T Billingham	in lot 8	1/10 per cent this will be paid in work on road to answer on road tax of 1822
109	Webb	7	no advance was exacted as coming under the contract of H Webb as in my last

100	Pickard	4	1/10 cash expected soon
100	Holliday	8	
50	Bangs	8	

I am convinced Ivory's contracts will never be beneficial to you in its present shape. Perhaps some person may come into his place with an abatement of interest but he will never pay it and it will be best to rid of him on that tract

The customary commision is 5 per cent for sale and 3 per cent for collection I should be willing to receive the amount in Lands to be selected by me & taken at the appraisal of some person upon whom we could fix upon. I could not consent to take land at the price we sell it for I could do much better with the money. And as transactions between persons situated as we are, are examined with the most Jealous care by courts of chancery I 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 or whom we can confide and can witness for us that the business is fair

P.S. April 4th I have this day rec'd of John Parker, whom I called Pickard before, $40: for all over 10 per cent of the principal, which is $8.00 I deduct 10 per cent. i.e. the principal is $312. 10 per cent of which is $31.30. for the residue, a deduction of 10 per cent is made, when add'd at the time of purchase.

Esq. John Shipherd

As you requested me to communicate to you any information I judged essential to your debt against Mr. Beatty I have now to inform you his circumstances are much more promiseing than heretofore. He has settled the United States claim which threatened to ruin him without any great sacrifice: and his lands are now liable to his debts. He owns about 8000 acres of Land and I believe his whole debts do not exceed $6000 He says and says truly it is wholly out of his power to convert his land into money but is willing to turn out lands he has to satisfy his debts. He therefore proposes to his creditors to take Land at appraisal or to them under execution at 2/3 ds the appraisal or to give him a letter of credit to enable him to sell land. I am of opinion the first is the best offer and that greater value could be realized under an appraisal judiciously conducted. than under a sheriff sale — I shall be pleased to execute any orders in relation to this business and if you deem it advisable to take lands. I think I could be of service

Charles B. Phelps Esq. Woodbury, Litchfield Co. Con.

wrote to him, giving sketch of Beaty's Contract with Thomas, asking him to procure Beaty's affidavit of sales &c &c procure information, how the sale was recorded &c &c &c. April 8th 1822

Esq. Scarborough. Ap 12th 1822

On the 13th of Nov last I wrote to you, for information respecting my claim vs Capt Wescott. I likewise enclosed a note vs Wm Elwell &c for $20, for collection. As I have heard nothing from you, relative to this, since that period, I am under apprehensions my letter has miscarried. please Write

I am &c &c &c.

H. Hooker Esq

I have delayed writing to you until I could learn certain facts respecting the lands of which I was ignorant when you were here

It seems one John Way sold to Beatty a quantity of Land say 400 acres to be first selected by B— out of his share Way then sold to James 500, to be taken after B— had taken his James sold his to Isles which whose title you are cognizant. Settlers came on and took up lands before 1817, in 1817 the Way rights was set out and B— afterwards made his choice which affects

of a part of the land you desire to purchase. Under this circumstance I think it advisable to suspend further proceedings until we can investigate the title. Mr. Beatty has promised to assist me and as soon as it is done you may expect to hear from me. It would seem from this that the title to 500 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. Yours &c

Messrs D Richards & Son

I have been requested by Mr. Beatty to write to you to solicit the messrs Howards to take land to discharge the debts he owes them. He has been so fortunate as to settle the claim of the United States upon him which leaves his lands in such a situation that I conceive a good title can be made. B offers to turn out land to pay his debts at appraisal or an execution may be levied at 75 cts. of the appraisal. I think myself it is better for his creditors to accept his offer. He possesses about 8000 acres of land and perhaps owes $7000. His land is worth at least $16,000 and he has contracts to a considerable amount besides so that his debts may be now

considered good. Indeed I believe he estimates the values of his property at $ 12[illegible],000. But at his title can pay nothing but lands, and he can collect no money on his contracts from the difficulty he would hitherto meet with in making a good title. And he places so high a value upon his land that he will hardly sell. I therefore think it better to take land at appraisal. But in an amicable appraisal rather than under an execution at 2/3rds the appraisal. But in an amicable appraisal you can select the men. & I believe more value will be realized than by a Sheriff's appraisal. Execution has been issued against him twice at the suit of W. Howard but returned no property found. I directed the Sheriff not to levy on lands as we cannot take the person whose land is to be had. W. Howard's suit is discontinued. Yours

W P Cleveland Esqr

As the term of the court has elapsed to which Blackmans & Hubbards Bills were returnable and no appearance entered in the suit I presume no opposition is intended. The balance of the purchase money is in my hands I offer to pay it to you, or your in behalf of the Lewis's will consent that a deed will be entered agt them to operate as a conveyance of the lots

The advantage we should gain by entering in-
this arrangement, is to stop interest, the benefits resu-
-ulting to you and the adjusting the sum due your-
-self & the use of the money — If you think it best
to come into this arrangement will you please
name some person as your agent to compute
the sum due. & to receive the money — I am
&c

J S Perkins Esqr

I enclose a copy of the contra-
-act with House and other my meaning in this
contract my last letter was that you might either
hold on to this contracts and compel them to
buy your mortgage. or you might still consider
the mortgage as your own unincumbered by any
engagement with House. And since your own mortgage
is so much better security than any they can offer it cannot
admit of question which you had better hold. The settlers have
no claim upon you as they have given up to you the contract
I entered into for you the benefits you have derived and the
payments of all which has been paid while they for all their
trouble have got nothing but disappointment

The course I now recommend is if our Supreme Court will reverse
the judgement to take it to the Circuit Court of the United States
they expressed an opinion last term that they would decree an
ola fashioned foreclosure — D— pretends he is making every
effort in his power to pay this debt and promisis if you will let
it rest he will pay the interest punctually — His circumstances
are improved lately and if a man of business habits were in
his situation he would save a decent property — He is endeavor-
-ing to pay his debts in land I informed him he must consider
this one an exception — He says this shall be paid — Our Supreme
Court sits in June — I now ask your directions — whether
to suspend all process or to adopt the above course it will never
do to suffer it to come to judgement in our State Courts
I am &c —

Wrote to C Grinwold & E. Richards.

J R Gold

Your favour with its inclosures were safely re-
-ceived I have delayed acknowledging the receipt of them until I had
an opportunity of examining our tax list — On that
examination I find your land listed 2d rate which I conceive
improper and have reduced it to 3d rate. This settlement of the

rates of Land is a specimen of Ohio Legislation Lands the greater 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 ever susceptible of cultivation is of the most inferior description but I would swear that Lands of this quality though the Reserve are generally listed 2d rate and the Auditor has reduced it accordingly, making your tax for 1822 $1.00 per 100 acres instead of one fifty — ½ of this tax may be wrought upon roads - if Mr Rhodes owes for his land would it not be best to get him to work this part and indors on his contract — With respect to the title of your land I do not feel so 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 prove that every formality which the law requires has been complied with before the deed can be introduced. IV. Cranch. .IV. Wheaton 77. I doubt if it would be practicable in this case and if it were another question arises whether a State having of 1787 granted to certain individuals can incorporate those individuals in 1803 so as to give a majority power to sell land of an individual unless he does some act shewing his assent to the incorporation - Indeed I conceive the chief security of the old tax titles in our state results from the Statute of limitations - I do not think it very likely that you will meet with any dificultty. But if you should I should feel your title not very secure

Whether it is better to sell the land at present is a matter of Doubt. You were here I believe in 1819 - In that Season the demand for land ceased but the price had not fallen - It was next to impossibility to sell land at any price from that time until within a few months - The demand has lately increased, but the price very low. Land is offered in Fairfield (the Town south of Bronson) at $2.00 per acre - the quality of that land is as good as yours but the situation not quite so favourable. I am offering in Ridgefield (better situated than yours) at three dollars under these circumstances. I fear you would be much disappointed at any price I could sell them - I could hardly expect more than $2.50 or at most $3.00 on a long credit — But prospects are rather flattering of your canal will give a stimulus to business which we are already beginning to feel I think you can lose nothing by waiting a season or two before putting your land in market. A Canal is projected from the Lake to the Ohio. which may pass

through this County - Such a thing as this though producing no actual benefit would render land more saleable

I thank you for your kind invitation to call at your house - When I go to N.C. - I shall with pleasure except Mrs L desires to be remembered to Dr Rock and Lady. We should receive a visit from them or from you with much pleasure

I am with much esteem &c — If I should meet any offers for your land I will communicate them

Ap. 22nd wrote to J Thomson & Co. advising I had rec'd $28.57 on their Co Orders. subject to their order. proposing to pay it at Portland.

Same date enclosed to Capt Elwell orders $28.00; interest 3.60 cash $2.93. of which $18.00 was his, & $16.50 Clarks.

Richard McCurdy

I received your letter by last mail. Joanna Shorts land is as follows £167-2-7 in the 3 section of Canterbury or about 640 acres lying in common in the S part of the section - Land is rather inferior being generally inclined to wet and adapted to grass rather than plough land some tolerable farms might be had from the west part of the

last - £93-15-11 or about 300 acres in the 4th section of Canterbury - the land is very similar to the above - there are small swamps interspersed in both pieces —

£15-15-10 or about 50 acres in the 3 section of Avery but this section has been divided among the proprietors without taking any notices of the rights - I conceive the title to be good, but it ought to be looked to, the land is good - The title to all these on records appears to be good — She is an original proprietor and as far as I can discover there has been no sale and no incumbrance

It will give us much pleasure to see you at our house this summer - I believe I shall collect the ballence of the Strong debt by that time at least I have strong promises

Yours &c —

Ebenezer Corwin Portsmouth Scioto Co. Ohio. Ap 27th 1822

Yours of ap 4th came to hand this day. I am sorry I am unable to answer your inquiries as particularly as I could wish, but I cannot answer your letter by tomorrows mail. if I take time to extend my enquiries.

Abram Shafer, with whose father I am well acquainted, came to me about 18 months since, to collect notes against Bishop. The facts, as near as I can recollect are as follows. Bishop had purchased a tract of land of Shafer, or had exchanged land with him. my recollection is

instrument, but I saw a contract between them for land & know there notes were for same upon or connected with it. In the progress of the suit, the matter was submitted to arbitration by Otis & Mr Shafer. & eventually a judgt for $30 was rendered. When Abraham came here last fall, some adjustment took place with Bishop. I do not know precisely what. but by a lease of a farm to Shafer. These are all I know, but from my belief in Abrahams circumstances I should not suppose he had a note agt B - for $1000, which was now in dispute. Nor do I believe B - can pay such a claim. but I am not particularly acquainted with his circumstances. I should be sorry to throw any thing in the way to Shavers success & hope he will satisfy you his claim is good. Since writing the above I have examined the papers in the Clerks Office, & find a rect signed by Abram & Bishop in which Abram acknowledges the rect of a yoke of cattle at $75 - & a note agt J Bowers, for $25 with offers in full for all debts bonds, judgments, notes, dues, & demds I suppose this puts the question at rest. EG

Same date, wrote to O Parish about Powers suit, & fees &c.

Same date. Wrote to B M Thurston

E Wolcott

I rec'd your favour inclosing Wells deed I am ashamed to have committed such an over-sight.

His name is Harvey Wells. He objects to receiving the deed, and wishes one more perfect. You will therefore 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, a form which I think the Executors may safely use; but if the object, I wish them to insect a covenant," that "they have a right to convey Amos Cooks "Estate, & that they have done no act themselves to extinguish that right: Or if they are unwilling to go so far, I wish them to invest a covenant, that they have done no act themselves to prejudice their rights to convey. I will endeavour to satisfy Wells with one of these, & will be careful next time. I do not think a quit claim is a proper deed because it does not appear the Executors act under

They power in the will, but rather convey their own Estate"

I have sent to you by Vineland Townsend $ 244,00 He leaves here in about 2 weeks & will probably be in New Haven in 4 or 5 weeks. I retain $ 35,00, for paying the taxes next fall. I have paid a surveyor $1.00. It is only mining to employ a surveyor in dividing a lot when it is doubtful if it can be divided without inconvenience to the residue

I 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. From your forwarding Wells deed. I am induced to believe I was mistaken. Will you please to explain how your understanding is.

T. R. Gold

I enclose five dollars and wish to

procure your opinion upon the following case — 43

In 1806 eighteen hundred six - Oliver L. Phelps gave my father Elam a promissory note for $1000 — A suit was instituted in the Court Pl of Hampshire County - Mass - by attachment of property - To this suit Phelps appeared, demurred, appealed to the Supreme Court - At the Supreme Court in that County, in april 1811 Judgement was rendered by default — He intended to shew an usurious consideration - but at length relinquished his defence —— In 1813 An action of debt was instituted upon this Judgement in Worcester County Massachusettes, by acknowledement of credits in the hands of a trustee, or rather a Sci Fa against the trustee notified in the former suit, no defence was made to this and about $97 dollars was recovered

There is now due upon this Judgement about $ 2,00 I wish to enquire whether an legal obsacle exists to its collection - Until about 1820 - I supposed the estate was insolvent although Oliver Phelps the present representative of O.L.P has amused me with some hope of settlement since 1817

The question to which I call your particular attention are whether the remedy is extinguished by any Statute of limitation whether - if your State Courts should hold the affirmative, such a difference of opinion is not entertained by the U.S. Courts

Circuit Court respecting Judgements of other States that success might not be expected there. And whether your practice is such that you could undertake the collection — Shelps once offered 250 acres of Land in Ohio worth about 500 Dollars Shaw offered to except land at appraizal, to the value of $1500 — 00 Dan & Co

I & A Haight & Duryee & Elliott May 14th 1822

Sent. I rec'd a communication from you last fall. dated Sept 14th some time last autumn which I answered in two letters under dates of Oct 22nd & Nov 12th As I have since heard nothing from you, perhaps my letters miscarried. I now write to communicate the following:- Mr Munsey has completed the house, & entered into a contract to let it for 3 years, at the rent of $175. the first year, & Shelps $250 the second year, & $300. the third. with the privilege of the Tenant to leave it at the end of each year. The Tenant is a valuable one, & I believe will pay the rent. the house is now occupied as a tavern. I think it advisable to adopt some course, by which this rent can be made beneficial to the creditors. I conceive Kelley ought to place the mortgage on its right footing at his own expense, & believe he would, if no better terms could be had. In yrs of Sept 14th, you authorise me to act for you. If I could save time by so doing; but I have done nothing and expecting to hear what course you deemed advisable to pursue, under the information contained in mine I am &c &c E.L

By last mail, May 6th I enclosed to S B Stringer, a copy of Mr Beach's letter to me. of May 2nd 1822.

S Thomson & Co May 10th 1822

Sent I remitted by W Townsend Esq, the cash rec'd on your Co Orders being $28.50. He sailed in the Erie last Wednesday, & I hope the money will be rec'd safe. I have rec'd an Offer for the remaining Orders in my hands at 75 cents. I promised to communicate it to you but I should not accept it. The Orders will eventually be paid, & believe I can likewise get compound interest at 6 per cent. Indeed I believe 30 or 40 per cent will be paid next winter. Perhaps if you could get 87 per cent, it might be well to sell them. If you please you can set a price, so that if an opportunity presents, I may dispose of them

yrs &c E.L.

S D Penniman

About ten days since I received from the County Treasurer $38.50 as a dividend of the taxes, upon the Orders I hold for you which I have taken in from Tice & sent this money by Mr Wm Townsend, who left Portland for N York by way of Montreal and who promised either to leave this money with you at Lansingburg or to deposit in N York and send you word with whom

I received $17.00 last fall on some

76 Goods, sent up the Lake But as during the winter no opportunity presented itself to remit it, I appropriated it in payment for my own services. with which I hope you will not be dissatisfied. If you are not content please inform me and I will send this same likewise. I improve this opportunity to give you a statement of the whole concern

I have received the

Tilden mortgage (about)		400
Mortgage on store		500
Goods including Tobacco blankets &c		1500
County Orders (about)		150
He has neglected to furnish security for residue (say)		600
		$ 3200

I have now on hand the following Orders

Dice's first payment & interest	163.78
Result of first auction and interest	38.87
Butlers 1st Payment	101.15
Butlers 2d Payment (about)	194.31
County Orders carried over	497.67
Deduct cash forwarded by Townsend	38.50
	459 57

Dice has never settled the first auction but I suppose has paid about the amount he has rendered no account of the 2d auction & I believe he will not, I am informed the amounts of that sale was not over $30 or $40

I purpose offering such articles as are on hand suited to our market to another auction at next court, and to send up the Lake such as are suited to the Indian trade — At the last Court the Creditors in New York instituted suits against Dice and Forsyth. Dice gave Judgment for his part, but Forsyth did not. Immediately after this I commenced a suit against for you, in which Forsyth gave Judgt. but Dice would not

I feel placed in difficult circumstances, in managing the concern but you may rely on every thing in my power. The Tilden mortgage will be foreclosed if not paid, in August. I hope it will be paid for although the present owners asked $2000 for the property I believe its is better for you to have the money than the Land. Our Village is not very prosperous and property here would not be of much value to you. the mortgage on the store I shall use measures to foreclose as soon as the time expires. You have not instructed me since Forsyth's return whether to demand security of him or not. Please favour me with directions

I am &c

J.D. Collins & Harmony N.Y.

Yours of April 15th came to hand last week

About 2 Years ago I recv'd claims against Caldwell & Drake, to the amount of about $28.00. I used my endeavours to obtain some security but they withheld their property and after judgement was obtained were even committed. They only offered certain property being the same spoken of here after on conditions of a complete exhoneration. At the time they were committed they were likewise in custody upon two other executions, one in the case of Mr Webb and another in the case of Mr Whittlesey Lawyers of this Circuit. At this time they offered us the property alluded to at at appraisal, and new notes for the ballance payable in 5, 6 & 7 years with interest after 3 years. We thought these the best terms could expect as there was no other property which we could probably get hold of except the Store in Bloomingville. Which they offered to us and we could not controul that. that except after a suit in Chancery to set aside a fraudulent Deed therefore recommended our respective principles to accept this offer and they acceded to the arrangements

I have rec'd the following property, A Store & House in Bloomingville appraised at $1100 This property is worth the money but is not very saleable. The Village in which it stands is not improveing and I see no immediate chance of a sale.

A Deed of 57 acres of improved land in the State of N.York I have not yet received the appraisal. They represent this as worth $450

I have likewise the controul of a note for about 17 bbls of Whiskey. Probable about two months hence. the reason why I have not taken the note is because they say Mr Whittlesey agree to receive it without their indersment. But I presume the note will be paid

I likewise hold their note for $177.75 in trust for all their Creditors payable pursonally to me. As soon as I receive the appraisal of the N.Y. property I am to give up this note and take their notes to each creditor separately for the amounts due payable in 5 - 6 - and 7 years with interest after 3 years with the privilege of paying these notes (if offered before they are due) in the following manner

inspected articles - Whiskey - Pork - Flour - Lard, Bees way and linseed Cloths to be delivered at Portland and value at the cash market price a — All their creditors have come into this agreement except those whose united debts are about $650 —

I shall make the best disposition of the property in my power subject to the direction and contract of the creditors

I have no doubt but C and I might have offered better terms but under the miserable laws of our State - I am convinced of the opinion, that we adopted the best course in our power for the benefit of our principles

Of the prospect of future payments I can say nothing - I presume they will have property and that the notes will be of some value but I do not expect they will be punctually paid especially if they evince the same disposition they showed before — I am respectfully &c

Sir, I wrote you on last week, as did my son I had remitted $ 88.50 by William Townsend, which I now hope you have rec'd. I now write to ask your direction relative to the Tilden Mortgage. The present proprietors have raised all the money except about $200. For this sum they had contracted to sell a lot to Mr Forsyth, who engaged to pay them last February. He has disappointed them, & they find themselves probably unable to raise the cash in time. They wish me to make a proposition, or rather they have made a proposal to me, to receive the cash they have, amounting to about $220, & give a further time for the pay[t] of the balance I feel of course I cannot act without your direction, but have no hesitation in declaring my opinion, that it is better for you to accept their offer, & give them a reasonable time. Because I doubt whether it is not better for you to have the money than the property. as you reside at a distance from it. & will find it difficult & expensive to manage. & as our Village is not improving I think it would be difficult to sell it. II. The property is rather precarious, the house being occupied as a tavern, if it should burn, the most valuable part would be destroyed. III. There is a risk in the title by foreclosure. Our Courts, since the decision of this suit, under our insolvent laws, have decided that no foreclosure in the common form is good but that the property must be appraised, & so far as its appraised value. I do not think this question will be so entered in this suit

as the Decree was entered by consent; but still there is a risk which deserves to be estimated. IV. I feel some compassion for the present holders. They took the property from Tilden, to indemnify themselves for debts; & if they lose it, they will lose vastly more than the debt to you, & more than I consider the present value. They have made every effort in their power to meet your claim, & would have done so, if they had not experienced this disappointment from Tazewell. I have conversed with T respecting this proposition, & he conceives it will be for your interest to accept it. The Specific offer they make is as follows. They will pay all which may become on the Mortgage, except $200, immediately; if you will give one year to pay the residue. And if they fail, they will give up the possession of the whole property at the expiration of the year, & give you such a title as will be beyond dispute; & suffer the mortgage to stand on the whole property as security for the $200.

I submit this as I see it. If you think the time too long, it is possible they will agree on a shorter time, although I doubt whether they will, as they must raise the money from the property. Should they are preparing to set this foreclosure aside; - if you can purchase some security, by giving a longer indulgence, it may be less expensive.

Yours &c

ES.

May 22nd 1822. Wrote to S Perkins, inquiring what taxes he wished me to pay, that I might get receipts for them.

Same date. Wrote to J R Gold, inclosing order on him for $3063

June 1st inclosed the Exemplification of Adm's Judgment, to Charles D Lawrence

" Wrote R Murray.

" Wrote to W. H. Adams, inquiring De Phelps estate.

John Davenport June 5th 1822

Sir I received you favour lately from which I understood 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 per mail. I can then procure an order on the Treasury for the amount which shall be at your disposal. It is necessary that the receipt which you have & the one I have should be presented to furnish evidence that the tax is twice paid. Will you then please forward the Rect to me per mail keeping a copy yourself which I will return after

this affair is adjusted.

With regard to your land it lies in rather 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 neighbourhood but have rec'd no offers. If I should know any chance I will advise you

Morse 13th Encloses to J R McKnight his appointment as Clerk pro tempore
" Encloses John Wheeler's Deed to A Wheeler & A Hunt in a letter to Adams & Sibley.

Isaac Mills June 16th 1822

Mr Townsend has probably informed you before now the situation of your concerns with the Messrs Lockwood's that in pursuance with my advice he had taken measures to secure the possession 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 6 months. So it is deferred another year

J. S. Perkins Esquire June 15th 1822

As I rec'd no particular directions from you relative to the Betty suit, I procured it to be dismissed at the term of the Court just ended & it is now out of Court entirely. My reasons were that you had better either take up with Beatty repeated offers to pay as soon as he was able or to have recourse to a court where your rights as 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 amuse you with 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 is immedi

Stely.

I must refer you to our brother Rogue 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 communicated his proposal to Mr Adams, who would answer me or him, when his brother returned.

June 20th Wrote S W Phelps, stating Mc Gregor & Dunlap had solicited me to adjust & collect their claim agt Mc G & D. & asking his permission. &c.

June 23d. Wrote James Porter of Skaneateles, about his a/c with Underhill, enclosing a/c. would write more fully next week

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

Same Date, enclosed Western order on G Dunmer for $25.00.

June 30th Wrote a long and particular letter to G Dunmer, giving a detail of all steps on Attach't, &c &c &c.

Benjn Haight. | 26 Pine Street. July 6th 1822 37

Sir

Yours of May 8th 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 untill 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 Kelley's proposition there does not appear to me any difficulty in changing it into execution in the manner you propose. The phraseology in the condition of the mortgage which K proposes to assign is not merely to "indemnify" but to pay "Now if the said Mac Murray shall well & truly "pay said debts, and thus save harmless and keep indemnified the said Kelley from the debts above enumerated "by the extinguishment thereof in one or two years from this

"date" then this deed to be void". The condition was framed 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 she will not be molested. I think he stands in a very meritorious light; he invested the little property he possessed in this concern (about £1000) he probably realized 300: but it is owing to his exertions, that a fund has been created for the security of the Creditors at the expenses of nearly all he is worth. And that this fund has not been available before this either from the inefficacy 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 concern, I propose the following course; that the creditors give me a power of attorney, to procure for them an assignment of the mortgage, either from a consideration expressed in the Power, or at the best terms I can procure it. If the consideration be left discretionary with me, I can procure the assignment without entering into any other engagement 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 must commence a suit in Chancery, either in the Circuit Court, or in our State Court, praying that the land might be sold, and the avails applyed towards the debts; which suit Hardie & VanBuren, as well as Mr M— should be parties. I think this course more advisable, than for K— to bring his bill to set aside the W— & K— mortgage. For I am not certain the W. & K. mortgage will be totally set aside & declared void; but think it will be rather postponed to Kelleys mortgage. For are many cases in the Books in which this course is adopted. 1. Johns. C.C. 482. And here since Mr M— might honestly have mortgaged his Equity of Redemption, I think the mortgagee will be placed in the same situation as if this had been done; and that the mortgage for K's benefit will be ordered to be first satisfied, and W. &

2no B— be permitted to have the surplus.

The cours here proposed will furfect the object by one suit instead of two, Kelly will be willing to a proportional share of the expence.

It is however only right to apprize the creditors, how far I conceive their rights extend. I conceive that if they fail disposed, they may obtain the benefit of the Kelly mortgage, without yielding to Kellys terms, on the ground of its being a trust created for their benefit. 1. Johns C.C. 129. But I think they had better not enforce it as it would rather hard towards K— and one in which neither he nor the Trustee would afford any aid, in changing into execution.

I feel no hesitation in expressing my opinion, that it is better for the creditors to buy this mortgage. Kellys circumstances are not good; he supports his family decently by his trade, which is that of a Mason, but I do not think a deficit of 500 Dollars could be collected from him. I see no other prospect for the creditors, than that resulting from the property mortgage. I will refer you to a letter from me to Messrs. Haights for the present condition of the property.

July 8th 1822 Wrote A Kelley, inquiring course in Stein's business same date. Wrote R D Parkman, advising him to accept what he could get of Bingham's estate.

July 6th 1822

Dear Porter Esquire.

Accidental circumstances prevented my attending to your business, so as to answer your letter last week. I have since seen Ruggles & 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 contract & even to give them liberal terms of payment. I do not think the land would now sell for more than $3.00 per acre & they agree to give five. They are ready to accept contracts payable in 1-2-3 & 4 with interest since they have occupied. they are industrious have large improvements. & I believe will eventually pay. I believe however that Ruggles wishes for one lot only & will surrender No. 14. on which is an improvement of about 14 acres. He is building a barn on 16.

As for Major B— the commission he has charged is the customary allowance in the Country, and is what I receive for similar services. From my knowledge of the

man, I feel the utmost reliance on his integrity, and if he has failed in doing your business to your satisfaction I believe it has arisen from his want of skill, and from unbusiness like habits and not from any intention to wrong you. His neglect of paying taxes is unfortunate but if he gave you notice of his inability to raise the money he is only blameable for not drawing upon you for it, & I should not be surprized if he was entirely ignorant of this mode of remmittance. Upon the whole, I think you will save money rather by complying with his demand than by contesting them. He has sold for you about 500 acres at a good price, and he asks you to allow not so much as I should charge for the same service.

I gave in my last a statement of taxes payable this fall if you ratify Smith and Ruggles Contracts. I can procure certificates of their labour on the road to apply in part payment.

	cash	certificate of labour on the road	total
1820	$16.86.5	12.64.8	29.57.8
1821	12,094	6,047	18,14,1
1822	13,84,9	4,61,6	18,46 5
	42,80,8	23,30,1	66.11.9
	3,30,1	3,30.1	
	46,10,9		

Deduct for land in New-Haven to add to cash a/c about 20.00

I am therefore to pay on your land $66. 12
or Burnetts land 19. 13
85. 25

Which I shall discharge
by cash in hand —— " —— 45.00
by certificates of labour — " — 20.00
by ballance —— " —— 20,25

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 $20.00. As an easy mode of remittance if you will deposit $20.00 on account of Cyrus Butler with William Curtis merchant in New Hartford near Utica by the 5th of August I shall receive it without expence or risk. You will please advise me immediately whether you will adopt this course or choose to supply it in some other mode.

I likewise send with this a sandusky paper by which you will see the amt. of Tax on land belonging to the Estate of Vredenburg

July 8th 1822

T. S. Chew Esq

Immediately after the rect. of your letter I communicated your offer to Beatty who expressed some scruples in

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 business is relating to taxes. On receiving yours last autumn enclosing the $20.00. I applied it in payment of the 850 acres of land. On recieving your subsequent letter in which you informed me E Hallum paid the taxes as our collector had ~~or~~ not made his settlement, I took back the money and gave up the receipt under the expectation that E. Hallum would do as he had heretofore done But he neglected it and the land this year stands charged with last years tax, the interest, & this years tax.

I now wish your directions whether you will make arrangements for this with E. H. or wish me to pay. If you wish me to pay, you will please 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 1822

July 5th Sent by Mr Williams to Mr Jennings. $157. in N.Y notes, in a letter to I. R Gold. to be left at Utica P.O.

Wrote to I R Gold a notice of above per mail.

July 8th 1822

McGregor & Darling

A few weeks since I recd a communication from you dated May 11th since which I have been making such inquiries as may enable me to comply with your wishes

First as to the land you bought of D Ely. I 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 rather shown in safe sales at low prices than in harardous sales at high. In 1818. the land you own might have been attided at $4.00. Since then an immense tract of U. States land, of a better quality & an equally good situation lying within 10 or 15 miles of yours is now selling at $1.25 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 and situation is equal to yours (it lies adjoining) offer it at $2,00 payable in. 1-2-3-4 years with annual interest. I do not think I could do better for you than this at present

I may be mistaken in my calculation but I anticipate more favourable 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. I 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 Beatty farm, to see its value. The farm contains 149 acres, & I believe I do not know a tract of that size of more value for farming purposes, or more saleable 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, & should think you would do well, if you could get it for $4. But if you were under the necessity of allowing an higher price, I am not certain but you had better take it, or take some other land for your debt. Beaty has considerable land & little beside to pay his debts, & his circumstancies are not improving. I believe it better for his creditors, to get property to the amount at such a valuation as

could be had, than suffer him to go on, as he has done, & make no effort to satisfy demands against him. I think I can procure other lands which will be appreied at $2. and which will stand you in at $1.37 or 2/3 the value, but I should believe this at $4 would be better than that at $1.37.

I feel considerable difficulty in respect to the Kingsbury claim. Mr Phelps to whom you have heretofore entrusted its management, is an intimate acquaintance of mine and I feel much delicacy in acting where he has been employed before me. If you feel that your interests will suffer, & your rights be unless an other person 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 much prefer not interfering: I feel I could act in relation to the Beatty claim, because the land lies in my immediate neighbourhood. But as for the Kingsbury debt, if Mr P. has your confidence I think he would do better than I could since K. resides in his immediate neighbourhood, & considerable remote from me.

Your taxes for 1822. will be $5.50. I presented the order to Jennings & Darling, who answered they should not pay it; Mr Jennings who will present this to you, will explain why, I enclose the order; I shall need this money in September. After seeing Mr Jennings you

will please instruct me whether he will give you a draft on portland to this amount, or whether I shall upon you. If Mr Jennings gives you such a draft, you will please forward it as early as convenient.

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

July 15th 1822

T. J. Chow. Esq

Yesterday rec'd 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 know sit down to give you the substances of last week's letter.

Soon after the rec't of your previous letter I communicated the offer to Beatty who said he would not comply with it. He said his circumstances were changed since the offer was made & he did not conceive himself bound to fulfill it. I think him perfectly mad not to embrace your offer, for I think I can do better for you than this. Since my letter in december last, Beatty's circumstances are materially changed for the better. He then seemed on the verge of ruin in consequence of a judgment in favour of the United States which threatened to sweep all his property. He 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 $3.00 per acre & hold a debt for $500 or $1000 more against him.

My more immediate business is with the taxes. On receiving your letter last Autumn enclosing $20,00. I presumed it was intended to pay the taxes I accordingly paid them & took the receipt. On receiving your second letter in which you said E.H. paid the taxes I persuaded the Collector to repay me the money thus advanced, & returned the rec't under the expectation that E.H. would pay them in Columbus where they might be paid about 30 days after the time for paying them here had elapsed Mr H did not pay them & the land now stands charged with last year's tax the interest & this years tax.

I now wish your directions. — whether you will make arrangements with E. Hallum or with me to pay it. If you wish me to attend to it you will please authorize

to me to draw upon some person in Nyork or New London in such form and payable at such at such as you direct & the money can be remitted without expense or risk. The time of payment is between Sept 1st & Nov 15th

Tax & interest for 1821 $18,22
T for 1822 $18,53
Due sept 1st 1822 $36,75

Yrs &c ES

West & Cushman. July 16th 1822

Sent my Note for $500 in cash rec'd of V Rensselaer. which I will sub- ject to your order. I shall be able to collect the residue of this debt. Her concerns are in such a situation that I recommend you to come up there, as soon as convenient, & take what you can get. I believe you can get property enough to pay it, now, but if you wait until after next court, (in Sept. next,) I fear you will not. You had better come here immediately & see what you had better do.

Yrs &c ES

J R Scott. July 16th 1822

After copying Mr Sickels letter & giving information contained in Mr Perry's letter. I asked him whether I had better prove there or here. authorized him to take $15 for debt & a cert. for debt, if pd or secured in 6 mo promising necessary advances. &c &c

July 17th 1822. Wrote Gen'l Perkins. advising I had rec'd balance of Strongs note. which I held to his order. sent the following statement, of Rec'ts under it. L P.

1814 May.	to cons on $25.00	1	30	1814 May.	By cash		25 00
"	to cash sent by Mr Webb	25	00	Dec 24th 1814	By 80	$1/6	
Dec 1814.	to cons on $250.	12	50		by Mortgage	66	250 00
"	to cash sent by H Gallup	175	20	July 17th 1822	By cash		85 63
"	to Coes order by same.	60	00				
July 17th 1822	to Cons on $85.63	4	28				
"	to ballance in hand.	82	35				
		$361.63					$361.63

ES.

Mr S Dunmer & Co. July 19th 1822

I embrace the earliest mail to give you the recent events. Yesterday W Townsend handed at Collateral. & came immediately to this place, & deposited with the Recorder the following Deeds. (gave a particular description of 2 Deeds to WT. & 1 to S Townsend. date. witnesses. consideration &c.) All these Deeds appear regular. & were recorded in due time. Dower is not extinguished. Their effect if valid is to destroy your lien under the attach't. I think it probable. if the first Deed was given at the time it purports to have been, that it was executed in good faith. & is valid. The others stand exposed to strong suspicion which perhaps they can explain. The Deeds. however present serious obstacles to you. since

they must be put out of the way, before you can realize the benefits of your proceedings. I therefore earnestly hope you may receive the indemnity you ask for, from the efforts of A S & Co, without being compelled to trust to your security here. I await your advice. Our Court sits 30th of Sept next.

Yours &c &c

H. Hooker, Esq

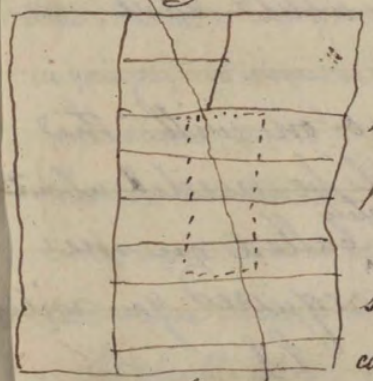
July. 20th 1822

I sit down to communicate my promised information relative to the land in Canterbury.

Some years since one Smith purchased of John Way the original owner of the land 100 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 P. Beatty. Then Thomas James purchased 500 acres to take it after P. Beatty. Then a Mr Avery purchased all the rest of Ways 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 on to make his selection. A quarrel occurred between J. Beatty & Toles & B neglected to keep his appointment. 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 and Toles caused a survey

to be made bounding the lots on the road and making a pretty fair distribution. B— afterwards came and selected a narrow strip of land lying both sides of the road and cutting almost every farm The dotted lines include Beatty's choice & show 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 claim he is 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 now tell how it may terminate but I wish to give you the facts & let you judge.

I would propose you reflect upon this before proceeding further You can undoubtedly get a good title to 500 acres of land in the section but if it were incumbered with a law suit relative to its boundaries it would not be valuable so soon as you could wish had not I better 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 600 than bear the expence of a law suit or run 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 them I ask 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 lately called on me to know when his part would be required you will please let me hear from you soon. EL.

L B Sturges Aug 3d 1822

Sir, I rec'd yours per last mail. I was much surprised to find a letter of mine had miscarried, On may 6th 1822. I enclosed a copy of the following from Mr Beech. which contains the information you request. (copy of Beech's letter, Dated May 2nd 1822) Have had no conversations with Beech, & have no information to communicate respecting Cerro, being in perfect ignorance of his views. It seems to me, we have done all that is necessary respecting the suit. until it is necessary to take the testimony. yours &c EL.

John D Woodport Aug 7th 1822

Sir, I rec'd your favors inclosing the Auditors acct & your taxes for 1821

& have with the assistance of that, procured the County Auditors certificate that you are entitled to a remission of the money. ($7.38.) I now propose that you let me pay the taxes for this year on this land, which I will do without expence. This will be more convenient, than remitting the order to Columbus, procuring the State Auditors Rec't & forwarding to you. If agreeable, you will therefore omit this trust in your agt's at Columbus, & I will forward the rec't of the State Auditor's Rec't, in proper season, to you. I have given notice that I will sell your land at the price you mention, but have rec'd no offers. Our laws make it necessary that every agent have a power of Att'y recorded, before sales are valid. I have also we are likely to adjust the mistake about taxes so easily. yours &c EL.

Wyalusing Aug 7, 1822.

I have lately effected a sale of 20 acres in lot No 10 & enclose the form of a deed, which you will please procure to be executed & forward; 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 saleable condition as before without taking off any valuable privilege of road, wood or water. I do not think it wrong. The present is the back corner of the lot remote from the road & purchased for a wood lot, by a man on the prairies in the neighbourhood. Indeed I think