

it would not be a bad plan, to cut up a lot or two in the neighbourhood of prairies into small Tracts for the accomodation of neighbourhood.

I am in funds for the settlement of Taxes for this year, After the pay^t of Taxes I will forward a general account & will afterwards submit an annual account to close the transactions between us in a reasonable time after the matters occur.

I have been endeavoring ever since I have managed your business to learn facts, and keep straight. The 2^d section is without difficulty; but the 3^d continues obscure. I have at length discovered the facts so far, that I can tell you how it rests.

The 3^d section contains 4120 ⁵⁰/₁₀₀ acres, it is divided between heirs of J^r. Cook 1794 ¹²/₁₀₀ = 1822 ²⁵/₁₀₀ acres, Heirs of Timothy Taylor 1111 ⁸⁰/₁₀₀, Heirs of Elisha Whittsey 997 ⁹⁰/₁₀₀ acres and Heirs of Caleb Star 189 ⁹⁰/₁₀₀ acres. A partition by the Court has taken place in which Whittsey's Heirs have the right quantity, 7 of the 8 Heirs of Star have the right quantity, but Samuel and Clarissa Marvin who are Taylor's Heirs appear to have 240 acres more than they are entitled to, and the residue appears to be undivided between J^r. Cook's Heirs & one of C. Star's

Heirs, holding 23 ⁵⁰/₁₀₀ acres. I have been told Mr Cook had conveyed this quantity to Mrs Marvin; but no such conveyance appears. — You perhaps had best inquire, because the matter at rest, since there are settlers on all Marvin's land. I leave this to your future direction.

A title right of one of C. Star's Heirs appears to be in common with your land. I think this had better be purchased if possible, in preference to getting a partition; the expense of a partition would be \$30. or \$35 and this perhaps might be purchased for that much more.

I have conversed with Altho's friends, about his contract. He came himself here in I believe 1817 but left his family behind. He died the first summer, and left no property here. His friends, that his brother and family are willing to give up the Contract if you authorize me to receive it. It admits no doubt in my mind that it is best to do it; since you obtain without expense what you will eventually be compelled, in the situation of the estate (if I am rightly informed) to accept the land. I wait your directions.

This is the year, in which sales for taxes are made and arrearages are look up. the tax for 90 acres in the 3^d section, is charged delinquent since 1811.

108 How such a charge could happen, I cannot conjecture. I have no doubt the taxes were intended to be paid, for every year except 1814 (explained in former letters). If you can furnish me with receipts for taxes or as much as 1822, $\frac{25}{100}$ in the 8th section in any year since 1811, it will be sufficient to procure it to be remitted. Will you institute an inquiry into the papers. If you cannot, I think it will be best to pay it. I have drawn the deed as Webb's deed was drawn; I think no objection ought to exist, to frame it in that shape; If yours are not satisfied, please draft one which will meet your wishes. E Lane.

Aug 23rd wrote Wray & Littlefield, advising him to take depositions for his suit next Court.

St. Benminian

Aug 23rd 1822

Sir, I have lately rec^d. your letter, authorizing me to extend the time on the Little Mortgage, on the part of my part. I have not found it necessary to use such a power on Saturday, the whole sum due upon it, being \$450.66. - certain negotiations have been entered into between the present proprietors, & Mr Baker & myself, in which Baker consented to advance the money, on being placed in your shoes. I therefore

used your name in assigning the Bond, & authorizing you to assign to assign the Mortgage. I doubt not you will approve this step.

The good, & elegant source of uneasiness to me. Better will sell no more, & I as well as myself fear to trust them to most men. Are you not willing to take them at appraised or at a certain per cent below appraised. I have sent some up the Lake, but the encouragement is very small. I believe we have got every thing from you, which we can expect to get, & that for every thing else, you must look to Forsyth. He has promised to give such, as will use my best endeavours to get it before Court. As for your visit here, I should be pleased to see you. I do not think you could do any thing with you, but you could look at the goods, & might induce Forsyth to give you such security as would be satisfactory.

Your niecey I shall embrace the earliest opportunity to forward - meanwhile your draft on me for \$430.66, will be duly honored unless I shall have forwarded it before. Wm Lee ES

Aug 24th inquired of J. Slowne, Se. Himmens claim. same date. asked I Slowne to send me Sheldon's money.

Sept 10th. Wrote to Mr. Burtis, stating Ruygles & Custer wanted to confine their contribution to one lot, & asking whether he had not better give Vredenburg power to do so, if for his benefit.

110 Sam^l Allen. (Palmira, Ontario Co. N.Y.) Sept 10th 1822

Sir, A few weeks since I rec^d of - Libbey Esq, a bond in favour of J Woodburn vs Benjamin Drake, with directions for its collection, in some degree discretionary. I have just rec^d from Sandusky land. Drake appears to be possessed of a small tract of land, with a small improvement, worth perhaps \$300 or \$400. He says Nichols & Dor (if I have their names right) ought to pay this. I told him, if he would furnish me with a good claim against responsible persons in N.Y. that I would not look to him. I commenced a suit against him, promising to withdraw it without expense, if he would do so, within this month. Whether he will or not will be shown by events. I did not deem it right to suffer Mr Libbey's inclosure to remain longer in my hands without acknowledgement. If he visits me as he promises, I will write again. If not, I shall obtain judgment next term.

EL

L.B. Sturges Esq

Sept 23rd 1822

I have listed your land at the lowest rate viz. 2900 acres at 3^d Rate. Your tax for this year will be \$29.00. If you wish me to pay it you can deposit the sum to my credit at the Auburn Bank if you notify me soon.

EL

T.S. Perkins Esq,

Sept. 23rd 1822

I rec^d your favour a few days since inquiring about the best method of procedure against Beatty & leaving

it in some degree to my judgment to direct. I feel no doubt that it is better for you to proceed in the Circuit Court it will not be attended with much more expense & I know no other way in which you can promise yourself the means of coercive payment otherwise than taking land at 2/3rd the appraised value. Beatty it is true offers to in 6 or 7 years but where is the assurance that his means will be more plentiful the next seven than the last seven.

You will please instruct me if this meets your approbation. It is important I should know it early in November.

EL

George Dammer.

Sept 24th 1822

Sir, I rec^d your letter of Aug 5th in due season as well as your duplicate of the same. Having been absent sooner on our Western Circuit I was prevented answering them sooner.

you say you do not understand how W.T.'s deed to W.T. can have been recorded "in due time" inasmuch as the attachment was levied sooner. I answer, the time of six months is given for registering a Deed made within the State & one year for a deed executed out of the State. W.T.'s deed was recorded a few days before the six months elapsed & therefore I consider it as good as if

172 registered on the day of its date & no better

The Course to be pursued I conceive is as follows. To obtain a judgment under this Attachment against K.T. & then file a bill in Chancery to discover the titles &c of J.T. and W.T. & procure their deeds set aside. It will not do to buy in the property before this proceeding in Chancery because in the event of the deeds being held good it will much embarrass your future proceedings against K.T.

This Attachment will not come to judgment until the 3^d term or perhaps next June (our terms for the next year being unsettled) I know nothing I shall have to communicate or to request of you before that time unless something unexpectedly occur. If the matters go regularly forward I shall not address you again before judgment unless you request it.

You think it best to garnishee William T. I do not feel quite willing to take the necessary oath; but I add the form below; which if you will forward to me certified as your other oath was I will procure process to be issued. You may rely on every effort I am capable of making & I feel almost the same assurance you express that the trans-

action is fraudulent & will be set aside in your favour.

I have had some intimation from the Council of K.T. that he would make an effort to compromise.

Had you not better authorize me to employ a pistant counsel if necessary. E.C.

H Newberry

Sept 23^d 1822

Yours of Aug 29th came to hand yesterday I have barely time to answer you as to the price of cattle &c that I conceive a drove of 100 head might be made without much difficulty at the price for 6 year old 6 feet cattle, of say \$45 or 50. I think rather less I will attend to the other matters as you direct. E.C.

Isaac C. Bates

Sept 23^d 1822

Sir. I am sorry to disappoint you in your expected remittance but-----

I have been negotiating with O. Phelps for nearly five years & have discovered that he does not mean to compound except at the point of the bayonet. The best offer I have rec^d from him is about \$700 worth of land in a benighted corner of Portage County which is not enough.

Last spring I addressed a letter to S.R. Gold of Whitesborough. N.Y. a man of eminence in our profession requesting answers to certain inquiries

144 touching the effect of the N. Y. Statute of Limitations &c &c on his suggestion I made inquiries in Canandaigua about the prospect of proving assets in the hands of the heirs.

On receiving answers in August last I enclosed the papers with a full statement to Mr. Gold requesting him either to commence a suit there, or to return me the papers that I might commence it here by attachment of certain property in Cayahoga County as from the statement he should judge for our interest. I have not yet been answered. I bought Col Swans part conditionally.

If I cannot realize the money from Phelps I am to receive an equivalent from him.

Your prospect of a remittance is of course converted into the prospect of being called upon to advance fees for Mr Gold. I nevertheless feel the highest hopes of receiving some adequate equivalents. I directed Mr J-- to accept of \$1500 in hand or on a short credit or adequate security. &c.

Dear Sir S. Perkins Norwalk Huron Co. O. Oct. 9. 1822
The next day after receiving your letter I started for Guilford. but I found no one ready to turn out cattle but a Mr Moore who could furnish four young steers only. Hosmer had made

a conditional contract for 6 or 8 more expecting from Newbury's letter that I should be there by the 20th of Sept. while I was directed not to go until I heard from you. As I did not come Hosmer gave up his bargain. I did not think it best to send the two yokes only. The settlers there are making preparation to turn out quite a number by next year if Mr Newbury will receive them.

I have no fund of Mr. Newbury's in my hand. I am led to believe from your engaging it as must perform highway work that you expect to pay it starting this year. if I am wrong please inform me.

I ask a thousand pardons for not writing last week. but one day elapsed, between my return and the going of the mail. I have only the poor excuse to offer, that I forgot it. I am &c &c
James Porter Norwalk Huron Co. O. Oct. 19. 1822

Sir. I this draw upon the Auburn Bank for (\$23) twenty six dollars and twenty five cents. I have done this under the supposition that I shall receive \$20.25 from you for satisfying the taxes as explained in my letter of July the 6th; the additional \$6.00 I charge for my services in adjusting

116 the tax being \$3.00 for you and \$3.00 for Mr. Bennett. After this year in which the duplicate is to be made right, and affairs settled, I shall not charge so much. If the draft should not be paid at the Bank in consequence of the additional sum you can if you think proper, when it is presented to you, pay the \$20.25 only and leave it to a further settlement between us. As soon as I receive this I will forward your receipts I am in haste Your Obedt Servt Edm

Thomas Danforth in account with Edm

	Dr	Cr
Oct 5 th 1822	to Postage	Oct 5 th by Cash \$5.00
" 14 th	to tax paid as per acct	3 45
	to trouble selling tax	1 00
	to balance in my hands	30
	\$5.00	\$5.00

Notwd MR Oct 29th 1822

Sir I received your letter, enclosing \$5.00 I have paid the tax and inclose the receipt you need not give yourself the trouble in future of enclosing money, as I will draw upon you in Rocky Hill

for the amount. I should have done so this year. I will see what can be done towards disposing the land; it is as you say rather a dull time but better than when you were here. I think it might perhaps be sold for two dollars or two dollars fifty Cents. I will endeavour to ascertain and if I think I can do, will write again I am &c Edm
J. Dummer
October 25 1822

Sir Sir. The first term of the Court has elapsed & I now communicate the result

A motion was made by the defendants counsel to dismiss the suits commenced against the garnishee on account of insufficient service by the Sheriff (there being no copy of the affidavit left in service) which prevailed & the attachment now stands against the land only; as well the land contracted, as that unsold

I am not sorry for the result. The suit was commenced in much haste & in pursuance with your instructions to guess at every thing. I was sorry after it was thus commenced that I did not content myself with a levy on the land, since carrying on the process against so

118 many garnishees was very expensive and I think you can realize the same benefits in attaching land connected to be sold that you would under the other course.

The suit now stands alien on all the land comprised in my former list: & I immediately commenced a garnishee process against William Townsend. you remember there were certain garnishees summoned where the land was not attached it was a corner peculiarly situated in the town of Vredenburg: I believe I explained it in former letters. These claims were assigned to W.T. for his debt. I therefore felt willing to make the necessary affidavit; & think you had better run the chance of getting from him, rather than take out new process against the debtors. I confidently believe he will subject himself in his answer. I suspect we shall get at the real state of the transaction from him.

You remember I bespoke your charity in a previous letter. You cannot be sensible of the extreme complexity of such a process under our vile laws I could scarcely promise myself such good fortune as to succeed in every branch; but I believe the main body of our

force stands secure & if I meet no further or greater disaster than what has occurred I shall feel considerable reason for self congratulation. I am &c &c

Yrs ESUNE

Oct 28th 1822

H Newberry Esq. D^r. Sir. On the day after I rec^d Gen^l Perkins letter, Oct 12th I went to Grailford. I found they were expecting either I or myself, by the note of Sept^r Horner had made a conditional contract for several head of cattle, but as neither of us came, he had given it up. There were no cattle ready at present, except 2 yoke of 2 year old steers, by Mr Morse, neither was any money ready. I did not think it advisable to send the 4 steers only, believing it would be rather expensive to send so few. They are willing to make up quite a little more, by another season, if you will take them, & they are able to do it on proper notice. If you think it will answer, suppose you authorize me to offer them, to take such cattle as you designate, to be del^d in Warren, by Sept 1st 1823. I now propose to you, to let me engage you in a little speculation here. I have made the following contract with a man living on our prairies. I furnish cows, which continue my property, he engages to keep them, letting the calves run with the cows, for 1/2 the produce. I am to run the risk of the cows, but the risk of the proceeds to be divided between us. You will readily see, if we meet with good luck, the profits are great, with no trouble on my part. The value of the capital is about doubled in 3 years. I proposed to Horner, to take \$100 worth of cows. If you please. I can with these, make

120 a similar bargain for you: if you do not, I will take the cows, & pay you for them. I have had several offers for the land in R 1st, but have closed with none. I believe I shall sell during the winter. If you like my speculation, please advise me.
Yours &c Esane.

J J Benningman

Oct 28th 1822

Sir, at the last term of the Common Pleas, I obtained judgment in your favor against Isaac Forsyth for \$5210.72. A copy of the judgment is added below. On the day before Court, I with Mr Forsyth, advised, procured a release of the Mortgage from the State, to come into possession at the expiration of the current year, at which time, I am to induce on the sale, the principal & interest, amounting to about \$537. I was induced to this, because I conceive the property is prodigious of that value. & if it were put off until after judgment obtained by other creditors, it would not make a good title, & it would cost you \$20 or 30 to foreclose it. I have no doubt you will approve my doing. On the same day Mr Forsyth mortgaged his town house for the pay^t of \$1000 in 1 year; likewise he mortgaged his right to his house & lot for the pay^t of (I think) \$500 in one year. 4 - holds this under an article, only, by which he engaged to pay me \$200. 4 - claims I - is indebted to him in this sum, while I claim to the contrary. If Mr 4 - claims should prevail, on a settlement of the account, some title may be good; otherwise you may be called upon to advance \$200. Yours respectfully
J J Benningman

Co Order about \$330
Store about 537
Good, perhaps 500

Debts in Hunter's hands, say 200
I am here 1000
4 - turne run 500
3267.

Mr 4 is endeavoring to get a release from the N.Y. creditors. If he succeeds, he will go on with his business, & is doing well. If he should not, he promises to mortgage his stock in trade in the tavern to you, on such terms as we may agree upon to carry on business in your name, & account with you monthly or quarterly, for such sums as he may receive. The goods, I do not know what to do with. I am about trying to sell them to a Mr. V. Remond. I do sell a few occasionally. You ought to realize \$500.

The poor N.Y. creditors are badly off. They cannot get property to more than 1/2 their amounts. He has done all he could to save them, but his property is decreasing in value. I forwarded about a fortnight since, by Mr. Lathrop, \$408.62. to be carried to Brother & Douglas, if he went so far, or to be left with S. Sherman & Co. You remember told you, I should forward \$1.50. when I did this, about \$500 was in Kingston N.Y. paper. I succeeded in exchanging the whole; but a fellow, to whom I passed \$22.00 only the day before I heard the bank had failed, demanded it back. He agreed to leave it to arbitration, & I have reserved \$22. to abide the result. I am lately informed the credit of the bank is rising, & I hope no loss will eventually be sustained, even if I am forced to take it back.

Yours &c El.

122 Wm. P. Cleveland. Norwalk Oct 28 1822

Sir. At the term of the Common Pleas just ended I procured a decree in the chancery suits in this county.

In the Blackman Suit the whole purchase money has been paid in work - ing the Highway tax on the whole land in the action in the three last years I presume Almon Ruggles has rendered his account to you to that effect. The decree in this suit is absolute; that Huntington & Channing lose their right that you as guardian & administrator within 6 months make a deed to Blackman which shall operate as an absolute conveyance of the estate of which J. Lewis died seized unless B & J Lewis show valid cause to the contrary within 6 months after they respectively come of age; if you fail to make such conveyance in 6 months the decree being recorded is to be construed as such a conveyance to all intents & purposes.

In Hubbards suit the master Commissioner found due \$15483 perhaps I do not precisely remember the sum. The decree is that Hubbard deposit that sum with the master

Commissioner in 20 days that on such²³ deposit being made you are commanded as in the other case to give a deed to the same effect as in the other suit in which case the master is directed ~~to~~ to pay over the money to you on your rect if you fail to give a deed the master is directed to return the money to be disposed of by the direction of the Court on the petition of the person equitably entitled to the same. The other features of the decree are similar to that in the other case.

This difference in the disposition of the money arises from a wish to excite your attention to forwarding such a deed I offer my services in assisting you to procure the money without much trouble to you. If you will forward to me the deed & your order on P. Latimer Esq Master Commissioner for the Court of Common Pleas in Huron County for such sum as is deposited to you credit. I will send you the money without any charge on my part.

The decree for costs is general against all parties. I might have procured a decree

124 that costs be paid out of the fund in Court
but I was not sure I should do right. I offer
you remember if you would come in and lend
your aid in getting a decree that no costs
should be taxed against you. You did not
precisely comply with these terms as you gave
no other assistance than that of standing
still. But if you understood the offer to mean
that you were not to resist & if you say you
were induced to keep silent by my proposi-
-tion and will now comply with the Decree
by giving the Deeds I repeat that I will
pay no costs against you. If you do not
it will not be improper in me to extend
the execution on the land.

The money in the hand of Mr.
Latimer is in specie. If you give me noti-
-ce within 6 weeks. I believe I can ex-
-change it for Eastern paper without
expense. Your and Eliza

Oct 25th 1822. Write to Dr. Deane, advising I had not got
budget as Dr. Deane that Dr. Deane a settlement, as with to him
if he is coming here.

125
Isaac Mills Esq, New Haven Oct 25th 1822
Sir. I am sorry to inform you we were unsuccessful in procuring
an abatement of taxes. The time was had on the last day of Court,
Messrs Hopkins & Williams were opposed to the abatement. I read
the certificates, with which I was furnished, & Mr Townsend was
a witness. They pronounced Mr Kimball, who swore that in his
Judgt, founded on the best information he could procure on the
spot, the appraisal was too high. I did not procure the
certificate of the lister, in which you perhaps may judge I erred.
I feared, if it were produced, that a budget would be entered,
that by doing away every thing which had happened, would
render the tax valid. I now recommend you to take
counsel with some of your friends, in respect to the points
on which we conversed. I will refer you to Mr Wheaton &
Mr Crunch. . . . I have to solicit you to examine for your-
-self, for you are more capable of judging them, I cannot
leave any other responsibility upon me, than that of advi-
-sing you to the best in my power.

I am etc Eliza
Ebenezer Deane, New London. Oct 25th 1822
Dear Sir. Sometime last summer I advised you, that
Deputy Denied your ap. & requested you to forward to me
a transcript of the budget from the record, or your original
ap. As I have heard nothing since, I cannot but conclude

125 my letters never reached you. Perhaps this will now
be unnecessary. I have lately seen Beatty, who says he does not
owe you to the extent you claim, but that he is unable to
disprove it, from losing his account books in the Seake. He says he
is willing to take your statement upon honour. He denies a full
statement of unsettled accounts between you, with such credits,
as are justly his due. He wishes me particularly to call to your
recollection, that he furnished you with soap, candles, &c
domestic cotton. During the War. If you will make out
forward to me your acc. framed on these principles, I believe
I can serve it upon land, & perhaps otherwise.

I am &c. &c. Edm.

J. S. Perkins Esq.

In mine of Sept 20th I recommended
a recurrence to the Circuit Court I have seen Beatty
since who has suggested a mode by which perhaps
payment can be obtained. He proposes selling a
part of the land & your receiving the purchase
money and giving releases. I understand offers have
been made to you to the same effect but you have
declined acting; but I am induced to believe it more
rather from your being unacquainted with the whole
situation than from any full view of all the reasons in the case.

My own opinion is that you had better
comply with such offers under certain modifications.
The value of the mortgaged property is so large that
the security will not be materially lessened by
any such measures. And from every light in
which I can place the subject I can indulge
small hopes of ever getting the whole property.
I therefore think the speediest method of
realizing the money is the best. Beatty's hands are
tied at present from raising ~~the~~ money from
the property unless he raises the whole which
will be difficult. The proposed measure would
aid him materially in this respect.

I therefore submit whether you will
not offer as fast as he will pay \$1,00 per acre
that you will release land. Or if you should
think proper to give me a power of Atty to that
effect I will endeavour to manage for your benefit.

A. M. C. - (I believe Colvin or some such
name) wishes to pay B - about \$500 if he can re-
ceive adequate security. I told him I would write
to you as above but I had no power to act as he
wished. But I offered him in your behalf that
if he would pay the money that you.

128 after you had done with the mortgage would so manage as to let it stand for his security for the advances so made: He says he will comply with this unless you are willing to release \$160 acres which he has contracted to buy. I think you had better release as simplify in my business; but if you think otherwise I hope you will not think I have exceeded my powers Please answer this.

I will thank you to give me the amount of the 1st pay^t you rec^d about \$470. You remember it was partly foreign gold which I could not estimate You once gave me the amount but I have mislaid the letter. Elane

Nathan. T. Jennings

I embrace some of my earliest leisure since Court, to acknowledge the rec^d of your letters & shew the present situation of concern.

I could not proceed to judgment in the suits at the last term. Col. Kilbourne was expected here daily for several weeks after your absence & by advice of Mr. Farwell

the writs were kept waiting. He did not come¹²⁹ and no opportunity offered to send them to Columbus previous to L. Farwell's Journey there which was to late. I expect Judg^t next term

I do not know this delay is much to be regretted it offers a better opportunity to sell the goods & you know we cannot touch the real property as long as personal property remains. I propose that previous to the next Court you make some conclusive disposition of the goods either at Vendue or say to Dr D- or some other. I will then issue an Execution which will be returned "no goods" & then proceed as proposed. If a Friend should purchase the goods, let him give his note to Mr F. for the amt^t agreed upon and the Judg^t may still stand to cover the sum, as the Judg^t can be only satisfied by payment

You will please furnish me with stated a/cs of such monies as are due on the 1st day of March 1823 deducting any actual payments which may have been made.

I give me much pleasure to ~~have~~ hear such encouraging reports of your recovery

I have Judgt^{ag} Marsh have
 Dec^d Delⁿ Carpenter's notes to M.H. I will
 wait your orders for further proceedings
 with. I tried to settle with Mills for you
 as you proposed. His only answer was
 "I will undertake that settlement & I
 can do nothing about it. I feel mutually
 friendly & will not interfere. I want Mr.
 Darling to send me such a power of Atty
 as follows. You see my letter is like a ladder
 some of the most important matters
 are in the postscript. El
 Messrs Gold & Pili

I rec^d your communication
 enclosing O. Phelps letter to you & have only to
 answer that I cannot accept his offer. the land
 in Mantua is not worth more than \$3,00 per acre
 or \$750 and that in Reuben Co I have been in-
 formed is not of that value.

I conclude under all circumstan-
 ces perhaps it is better to pursue the demand
 here as you express such doubts of the recovery.
 I therefore request unless you are satisfied with

a reasonable hope of recovery at law that you will
 send me the copy of Judgt^{ag} as soon as possible. an
 opportunity shall present itself. And you
 will please advise me on the rect^e of this whet-
 her you think proper to commence a suit &
 if not forward your Bill ~~which~~ ^{which} I will endeavor
 to satisfy. you will further oblige me, by
 stating such facts as you deem material for me
 to know. The residue of this is for Mr. G.

On recurring to your past letters
 I observe I have not noticed certain parts
 of them. The Deed from Bronson to you
 is properly authenticated under our laws
 & you had better forward it for record.

I believe the Statute of Limitations will not
 be operative before 1830 or 1831 as the land
 was not partitioned by the Fireland Co before
 1810. & I conceive no dissein could have taken
 place before as no separate property could
 have existed. The statute of Limitations has
 the usual exception of minors, insane
 femmes covert, imprisoned or beyond
 seas: then follows the following clause

132. " Provided more-over that when any
" person or persons against whom there is
" cause of action shall have left the state
" & remain out of it at the time that such
" cause of action has accrued; or shall have
" left the State or country & remain out of the
" same in places unknown to the person or
" persons in whose name such cause of action
" may exist" the suit may be brought " after
" his, her or their return!!" I know not whether
this exception has been construed to embrace
those cases in which the Defendants have
never been resident in the State.

I have been attending to the Co
order of Van Rensselaer. I think I shall be
able to remit about \$125 or \$130 in March
next, as I have a prospect of receiving \$100
in cash from V. R. & a dividend on the
remainder from the County.

The acts of possession you
have exercised are ^{undoubtedly} ~~indeed~~ available.
Indeed the partition and pay^t of
taxes are themselves sufficient. &c

H. Hooker

Nov 3 1822 133

Sir

I rec^d your favour by the
last weeks mail. It is not necessary
for you to advance the money yet
probably not for 6 or 8 months provided you
will pay the interest on the mortgage or pre-
fer that to paying the money.

It is necessary as a preparatory step
to see what the appraisal of the land may be
& to purchase in Tols right from the admin-
istration. I have delayed taking these necessary
steps until I learnt from you whether you
would choose to go on ^{well} under the circumstances
I will now proceed and advise you hereafter of
the result.

My plan has been to let James & Beatty
fight among themselves for the location
of the land, & after it was settled to let you
come in and profit by the result. I have therefore
been retained by one Minor & Darrow to commen-
ce a suit against Beatty & James for setting the bou-
ndaries of another part of the Section (the south
part) hoping to bring them to an issue about that

134. In which you are interested. This suit is likewise nominally against you; that is it calls on you and all others interested in the Section to shew whether you have any title to the land they claim; but it covers no part of the land you claim & you are no otherwise interested unless you have a right to abandon Toles location & place yourself ^{up} on land heretofore locatted by Darrow. You remember the situation of the title. Beatty had a right to choose 500 acres. Then James had a right to take his 500 & all the rest was sold to Darrow. Toles the purchaser of James's right gave notice to Beatty to choose & when he declined Toles chose for himself & Darrow went on and picked upon land; afterwards Beatty laid his choice on a part of both. Now I conceive Toles or James or yourself if they should be driven from their ~~road~~ choice would have no right to take Darrow's which I had taken after Toles had once chose. I therefore considered I was doing you no harm by agreeing to act for D- & I even feel anxious to pro-

-mote the suit for the purpose of settling James to settle boundaries with Beatty before you made a close of the purchase. But it is perfectly proper that I should explain why and how I appear to be engaged in a suit against you & I hope you will feel satisfied with this explanation.

Will you please inform me at the rect of this at what time you would choose to advance the money if you could get your own time. If practible I think it had better be delayed until we see what turn this suit takes between Darrow & you will likewise further state whether you are satisfied with the course I have taken in bringing the boundary question to its present state for I should be sorry to have you suppose I was on the other side of the question after being engaged by you. When it becomes necessary the money I can draw upon you payable at your place of residence. E.

136. Thomas S. Chew.

Nov^r 7th 1822

Sir

At the late term of the Court of Common Pleas I obtained Judgment against J. Beatty in favour of E. A. & M. T. Hallam for the amount of \$3697.07 debt & about \$9 cost making the face of the execution about \$3707.50. I personally attended the levy of the execution & used every precaution in my power to procure an honest appraisal of the mortgaged tenements & have been tolerably successful although not quite so much as I hoped. The appraisers were of my own selection & men in whose judgments I have every confidence but they valued the land higher than I expected, estimating it at \$5.00 per acre. My own estimate after seeing the land & situation is at \$4.00. This appraisal affords you an opportunity to take the land and the sale at \$3.33 per acre or $\frac{2}{3}$ of the value. And I entertain no doubt it is better for you to buy at that price; This will satisfy \$3666.66 leaving a balance

in your favour of \$640.84 & the whole taxable cost of the levy amounting to not less than \$60 or \$70 on which I shall commence process & levy on his lands as soon as you advise me of your intention to take the property.

Perhaps I do not explain the course I advise sufficiently. I propose you direct me to bid in the land at the sum of \$3066.66 & proceed for the balance against Beatty's other land.

As for the future disposition of the 420 acres I conceive it worth \$4,00 & believe I could make it worth that price with perhaps the interest by selling at retail. Indeed it would not be bad property to keep; as it is of good quality & lies in the vicinity of Portland & the Lake. it would be very saleable & I think the sum of \$4,00 could be placed at compound interest within perhaps a year.

I do not feel disposed to magnify the value of my own services in relation to this matter, but I feel as if I deserved some credit & have saved the balance for the Misses Hallams. I have used every endeavour

138 in my power to prevent them from
losing by the operation of our iniquitous
laws & think I shall succeed. My charges
are a commission of the amount of the Judge^t
of 5 per cent on the first \$500 & 2 1/2 per cent
for the residue

5 per cent on \$500 is \$25.00

2 1/2 " " residue \$197 79.92

Deduct ~~and of~~ 104.92

Deduct recd of you 20

I am likewise responsible \$849.2

for the Sheriff's costs on the execution which
you observe will be added to the amount
of the execution & will be perhaps — 75.00

I am unacquainted with the pecuniary
situation of Misses. H. If it should prove in-
convenient for them eventually to advance the
same in a convenient season. I offer to you either
to accept land from them to the whole amount
or to sell the land levied on by the execution
and pay myself & remit avails to you.

I have been informed by chance

that you were in negotiation for the 139
sale of this claim for \$3.00 per acre. The value
of land has risen in our Country for the last year
& its salable quantity has much increased.
I should not at any rate recommend you to
sell it for less than the price you take it for
\$3.33 & you have my opinion of the prospects
of a sale by the single farm above. There are
perhaps 4 farms upon it well worth \$5.00
per acre. I believe the whole might be sold
in a reasonable short period for the average
of \$4.00 beside expences of sale that is it would
net you \$400.

A Mr Hewit has soli-
cited in to sell him 50 acres for \$5.00. He offers to
advance enough annually to pay taxes on the whole tract, & pay the
whole in 5 years. If you do not sell the whole soon, would not it be
a good plan to comply with his offer, in selecting 50 acres, which
would not injure the sale of the residue. On the 5th of July last.
I wrote to you respecting taxes, but have recd no answer. I must
beg your immediate attention to this letter; it is of pressing conse-
quence & mine an answer before the 1st of Feb next.

I am as before

#

140 H. B. Gibson.

Nov 21 to 1822

Sir, It is so long since I wrote, I fear you ~~think~~ I have been. I did not receive the appraisal offered in Cicero until Cartmell left the country: who did not return until a few weeks since. I have at length closed the concern with Cartmell & Co. & have their note to you for the balance \$1041.60, dated June 1st 1821, payable in three equal annual installments, in 5 - 6 & 7 yrs respectively after 5 years. The general $\frac{1}{2}$ is below the amt found as $\frac{25.59}{100.00}$ about 25 $\frac{1}{2}$ percent. I have let the

perhaps had better be sold there. I have had no offer for the house here. It is certainly worth the money for which I took it, but the Village of Bloomington has not been increasing for the last 3 years. It is now unsaleable. I entertain hopes however that it may be sold in time. It will try not to have it bring you in debt. Yrs ecc El.

added gen. apr. at his own apr.

Nov 21st

Write to Dr. D. Mattam, acknowledged rec^t of A. Smith's note
Write A. Kelley, requesting him to send papers de Whit & Ben
Thomas S. Perkins Nov^r 11th 1822

Nov^r 11th 1822

Your two favours of Oct 10th & Oct 13th came to hand yesterday.

I wrote last week rather recommen-
ding you to close with an offer proposed
to me by a Mr Colvit to accept about
\$500 and release about 160 acres of land
I then said I had told him I would revive the mortgage he might
have the mortgage after you claim to it, you at an end. Nothing
of this kind, however has been done, as I, of course, after your directive
direction, shall do nothing without your express permission.
I again call your attention to that letter of mine, which you will re-
-ceive before this. I rather think you had better close with that offer

148 in some shape. The security is so ample, that you would not impair it by a single transaction of that kind. Indeed there is one 500 acres, in the 2nd Section, part of a 1300 acre tract put in by D - as additional security, beyond the land you sold, which is worth your debt. I shall wait your further directions, & when rec^d. will carry them into execution, to the letter - compliments &c
E.L.

Mc Greger & Darling

Nov-5th 1822

advised them C & D - matter was closed, & added the general aff. their own aff. & the present situation. asked for instructions relative to their 550 acres of land in Ripley, & Dr the Beatty Debt. advised that man from North Dixie called on me, & I referred him to them. Said value of Beatty's land turned out to them was \$5 or 6.

Nov-15th 1822. Wrote A & S Willetts, telling steps & situation of C & D matter, as in H B Garrison letter (ante 140). Stated his claims ag^t Gills was rather desperate, that D Gibbs made the proposal, to pay \$500 for the Debt: said they had better take it, unless they depended on his future earnings. left to their judgment

George Douglass

Nov-18th 1822

In regard to your matters, I am under the belief that if

you have no better chance of securing 148 yourself your chance of success is so good that you had better prosecute your appeal. I do not mean to say it is from doubt; but only that I advise you as a prudent man to carry on your appeal rather than lose the debt.

But perhaps the crops on the land offer a better prospect you can levy an Attachment upon them before Esq. Minot then every creditor has a chance to come in & be paid as well as you. Now you had better inquire whether there are so many creditors, that your chance will be nothing. If Wright has purchased in most of the claims & will not file them against you, you can judge whether it is best to recur to this mode.

The improvement on the lands may likewise be subject to his debts; but this must be by a process in the common Pleas provided he has not transferred them.

You must now judge what course you will take; but you had better take the one most free from danger. Accidental circu-

144 = instances prevented my writing before. I
recommend you to appeal because the time would
expire before I could write at length. E.L.

Nov-23. Write E. Whittlesy & A. Wray, & Put a Lambdin. to J. D. Wray
de Cornell & Hartman. to Horner. Hine for J. E. D. near. to Collins & H. near
a little them in case, enclosing Cat with a D. rakes up. their parties
etc. The present state requires parts of reports.

Same date write R. G. Wray. enclosing George M. Wray's letter, & then
furnish whole business to him. Inquire de campaign to N.E.

Same date write H.E.

Norwalk Huron County this Dec^r 2^d 1822
E. D. Whittlesy - Three weeks since I received Your
Letter and immediately sent to Mr. Kelley for the
papers You directed; I have this day rec^d them consisting
of Your two Letters the Note signed by W. Cooke. P. Benedict
and A. Whittlesy dated Sept^r 22^d 1814 payable Sept^r
22^d 1816 for three hundred dollars with interest annually
and an order on Mr. Cooke for the delivery of
papers. Mr. Cooke now being at Columbus
I shall not be in a situation to commence a
suit until he returns.

I will do it however as soon as he returns & will
prosecute it with fidelity

Having the Cars of Sand in the 3^d Section of
Ridgefield. I have frequent opportunities and
enquiries whether I can offer Yours for sale; should
You choose to sell I believe purchasers may be
found at a fair price. I am very respectfully
Your Obed^t Serv^t

E. L. and
Sir Richard Douglass Norwalk Huron County O. Dec^r 4th 1822
W. John Shephard

Having heretofore had communication
with me on the expediency of taking Sand for the debt
which You are collecting in the Circuit Court in his
favour against Mr. John Beatty I have at length advi-
sed him under all the circumstances of the case
I deemed it for his interest to do so he has forwarded to me
a full power of atty to act in this matter, but I feel bound
by every feeling of professional delicacy not to act at
all in the business without Your full consent and appro-
bation The reasons moving Mr. Shephard to ask my assis-
tance were not any distrust of Your fidelity but
arose from Mr. Winthrop's representations that Your
distance from B. & L. was considerable & it
would be for his benefit to have an agent on the

146 Ground who could examine titles and act in
such a negotiation as circumstances may direct.

I now tell Mr. Batty if he will satisfy your
fees and the Court fees &c. & if you are satisfied with
my interference I am ready to negotiate with him.

But I shall do no act and exercise no authority until
you are satisfied with my interference and shall regularly
place the business in my hands.

Mr. Batty will write with me on
this paper. You will please advise me of your determination
as early as convenient. I am with much respect &c.

(Signed) E. Lane

(Messrs. Sibley & Whitney, Norwalk, Conn. - Dec. 5th 1822)

Gentlemen - Your favour of Nov. 15th came
to hand last mail. I have not at present any new
information to communicate, on the subject
of the claims against Spafford & Kelly, but will
immediately communicate with the persons
in whose hands they have been intrusted and give
the result as soon as rec^d. I am with respect, Yours &c.

(Signed) E. Lane

Dec^r 8th 4.410. Wrote to Mr. Whittlesay, enclosing rec^d. for taxes,
advising him I had paid \$15.06 - requesting him to send my

cleed ee.

147
Same Date. Wrote D. M. Atterton, re Gen^l Campbell for advice
respecting the Hunter notes. sent them 3 by Mr. Benedict.

Same Date. Wrote Perkins re endorsement of Hitecerts Order.

Chas. Gauger - Norwalk, Huron County Ohio Dec. 16th 1822

Sir Your letter came to hand yesterday
the claim against Williams &c remaining entirely
at rest, for the following reasons they have been negoci-
ating with Coit, and expect to receive some land which
they promise to appropriate in payment of their debt.
(that is Yours & Cany's) I have deemed it by all means
advisable to wait since all their other property has
been long under execution. I feel no doubt that
matters will so turn out eventually that land with
a good title can be had in this way while I saw
no other so likely course to realize the debt. I am
pretty sure that you on being fully acquainted
with circumstances will approve my doing.
I am with esteem respectfully yours, E. Lane

Thomas P. Chas. - Norwalk, Huron Co Ohio Dec. 16th 1822

Sir Your favor of November 27th came to hand

148 Yesterday by which I am pleased to find You approve of measures taken in relation to the Beatty Debt—

You authorize me in Your letter to pay the taxes on the Misses St. S. land and draw upon You for the amount in conformity with the instructions. This day have drawn upon at five days sight for the sum of \$40.90 being the amount due on the land (1853 acres) formerly owned by them and likewise on the 920 acre proposed to be purchased. I felt some doubt whether it were better to pay for the last tract, I have heard from Beatty that he utterly refuses to pay it and I know no way by which he may be compelled to pay it if he relinquishes the land. I have therefore deemed it advisable to pay it & have conceived I was authorized to do so from Your general instructions as well as for the benefit of the future owners since 25 percent penalty & interest will be assessed if not paid before the 20th instant—

I have receipts for these payments but unless You give particular direction to the Contractor, I shall not forward them at present— because mistakes & errors frequently occur in the tax list wherein these official Receipts furnish the means of rectifying. I have frequently occasions of sending to the east to procure them for this purpose—

I therefore think they had better be left in my hands at present 149

Tax on 1853 acres in the 2^d section of Township No 6 of R. 23 for 1821 + 1822 \$36.74.8
Tax of 1822 on 920 acres in same section standing in the name of John Beatty 9.20.0
\$45.94.8

I shall proceed in the other business as proposed—
I am very respectfully Yours obed^t serv^t
Ebenezer Lane

Immediate enclosed \$6.00 to W R Grindle

Now at Huron Co Ohio Dec 16th 1822

M^r Gregory & Darling, Your favours of November 23rd came to hand yesterday. You wish me to give You the name of one of the Profession residing in the neighbourhood of Wooldingbury. I propose Samuel Corb's Esquire of Cleveland Cuyahoga County Ohio. A man of experience, integrity and responsibility, & of whose punctuality in noticing Your Communications I hope You will have no reason to complain. He resides in Cleveland the next County to W R. but constantly attends Court in Geauga and who therefore can assume Your business with convenience. He is old enough in the profession

150. (about 44) to interfere with propriety to correct
the errors of his brethren — I feel very sorry that
You are dissatisfied with Mr. D's management. I
do not wish to excuse him for not communicating
as he ought for it was an obligation of the first impor-
tance — But apart from this he bears a fair character
and is an industrious collector & a clever fellow; &
I hope & believe he can satisfy You he has done Your
business well even if he has not told You of it.

The business spoken of in Your letter I will endeavor
vours to execute to Your wish. But there is another
game of cross purposes between us relative to taxes
in Danu last I applied to Mr. Fanning to furnish
money on Your draft to meet the present tax; he
said he would not accept the draft & would explain
to You on his visit to New York — I had been waiting
for advice from You but as the season for paying
taxes arrived I applied to the Collector about fortnight
since intending to advance the money but learnt
with surprise that Mr. Farewell (Mr. Fanning's agent)
had paid it. I had no notice from Mr. F. or his
agent of his intention to do so. Your letter containing
six dollars seems to show Mr. F. has not mentioned
it to You.

the money six dollars inclosed I hold subject 151
to Your directions but since it is here I think You
had better let it remain for the tax of next Year
I shall advise You as the Bently concern
progresses I am very respectfully Yours
J. S. Smith

Dec^r 30th Enclosed to H. Wolcott. Thos. D. Webb's draft on Wm. Knapp, of Green
wich, Connecticut, for \$600, payable at 30 days sight, at the store of
— Knapp in N.Y. with an apology for not sending gen^r up, by
reason of Mrs. L.'s sickness.

Jan^y 3^d 1823. Sent about a fortnight since, \$5.00 to Wells & Lilly per
Ed. Review.

Answered D. Drake's letter this day.

January 8th 1823
Union Streets Edge

I did not finish settling
the taxes until last Monday: too late to send by the
mail of this week. The account is rendered on the
other side & I hope you will find it correct.

I believe I have ascertained the quantity of
the McCurdy Land: the error arose from
including 595 acres heretofore sold to B. Beatty
and transferred — You know I have been

152 endeavouring to collect the purchase money
for Years past. The quantity belonging to the
family is 2857 acres: from this deduct 50 acres
sold by J.S. M to — Bassett (the taxes of which
were paid by him) and Your Rec^t covers the residue

In Your last you omitted A & L. Mitchell
I felt so confident that the omission arose from
mistake that I ventured to pay the tax. If I have
done wrong please return the receipt and I will
replace the money & see to getting it back.

You seem to forget I have cash in my hands
belonging to you. I sent you on notice of the
rec^t in September last. I believe, recommending
to let it be to be appropriated for taxes as it was
in specie. You take no notice of it in Your last
letters. — I send the balance to Mr Case in Cheltenham
with the Receipts. The amount in my letter of Sept^r
is £81.38 after deducting the expense of collection
of that particular claim ag^t J. Strong; besides
that I have been endeavouring to collect a debt
against Beatty above colluded to. — I commenced
a suit upon the note which came to judgment
in 1819. As no money could be made I brought
a Bill for Foreclosure which when the

Revolution in the Mortgage Deeds occurred proved £5.8
in the situation of the property unavailing & withdrawn.
I recommended Mr Caray to commence in the
Circuit Court, his answer last spring was he should
be here in the same next month advise me. Under
these circumstances, as I have concluded to take
\$20 from the amount which with the balance of
your ap^d \$1.02 reduces the amt to \$50.39, I hope you will
approve this. If however I think You have done wrong
I will correct it as you deem right.

I am respectfully &c
Esans

Mr Fitch will find Elijah Benedict's tax not
included. It was paid by Rot G Sockwood. I procured
the Road tax to be wrought, expecting it would apply
The Sockwoods offer if Mr. I can produce any
authority from Benedict to replace me this amount
— It is not much but will make a few cents dif-
ference with me — The Sockwoods prior to last
Year were authorized to settle B- s taxes and they
Believe he never intended to give any one else
the authority to do so. — E.S.

154 Perkins to Sam B	Contra	Cr
January Deamt of Taxes paid	January By Judge Hitchcock on	300 00
1 st 1823 as specific on the other	1 st 1823 By Howes audited bill	10 00
Side	int to this date	36 00 35
	By Howes audited bill	32 24
	int	1 12 33 36
to balance due	By A Bushells audited bill	107 19
	int	4 61 111 20
	By certificates of labours from	10 00
	By m ^{rs} remaining in my	194 97
	hands belonging to R. McBurdy	
	\$81 38	
	deduct as stated in letter	20 00
	61 38	61 38
		<u>536 35</u>

Norwalk Huron County Ohio
 Saman, 11th 1823

Sir

I write you by the request of Mr Martin
 Froman who holds a contract from you for Sand
 in Ridgefield in this County

I am the agent of the Cooke estate and
 in examining their titles to lands in this County
 I find they have about 240 acres too little land
 in the 3^d section of Ridgefield. Pursuing the
 inquiry I find a partition by yourself C. Merwin

and Joseph Tailor as heirs of J. Taylor in which you
 claimed \$38.98 whereas from every examination I have
 been able to make from the records and from inqui-
 ry from other sources you are justly entitled to
 \$362.10.8^a making a difference of about 240
 acres

Perhaps you can explain how this happens,
 perhaps you have some conveyances from Mr Cooke
 not on record. But until this explanation be
 made, I feel bound to consider that you were mistaken
 in the quantity. I was my intention to make an
 amicable adjustment of this and as far as
 I am concerned it is so still. I have had frequent
 interviews with Mr Froman on this subject who
 has promised to write to you I have likewise
 advised Frederick Wolcott Esq of Litchfield
 of the fact and perhaps he has communicated it.

But Mr Froman unused to business has neg-
 lected and wishes me to write for him

Upon examining the date of your partition
 I perceive the right to reverse is for ever will
 expire next month. As the heirs of Amos Cooke
 will find it a serious obstacle to them unless

156 adjusted I feel it my duty to get a writ
of Error immediately. But no further steps
can be taken before him by which time I
hope it will be adjusted both with Mr. W.
and Mr. Vroman please satisfy yourself of
the facts by Mr. Whittlesay your attorney and
Mr. Vroman wishes your directions how
to act in relation to the matter

I am respectfully Yours
O. B. Scott Esq.

+ Woodbury

Norwalk Bureau Co. June 17th 1823

Dear Sir, — Enclosed is a general statement of
my management of the business within my hands
the illness of Mr. Lane who has been confined for the 6
last weeks by inflammation of eyes must excuse me
for not transmitting it immediately after the 1st instant

You may remember in the Letter of May you
hinted my selling for less than two dollars in hand
and two dollars fifty on credit. It gave me pleasure
to inform you that no sale except Jory's has been
effected so low as the price you set every sale on credit
has been made for three dollars except as follows

: 50 acres to Dillingham at \$2.75 in consideration of
his being the first settler and 50 acres to Poore in consid-
eration of relinquishing his contract without trouble
and agreeing to pay the purchase money in two years —
the Cash Sales are to Harvey Webb for \$2.25 as he was
next to the first to the first settler and the means of intro-
ducing his father who purchased 100 acres at \$3.00 and
to Red for \$2.50 two dollars fifty

The terms on which I have endeavored to effect con-
tracts on the other lands were \$3.00 — 1/10 in hand and
the rest in four annual payments with interest annually
and taxes — I have made a discount of 10 per cent for such
money above the advance as were paid at the time of
giving the contract and Mr. Holidays case made a
discount of 5 per cent for cash paid in about six weeks
after giving contract. I have not exacted the advance
in some cases. 1st David Webb's contract. The contract of
David Webb and his son Harvey was in some measure
connected I felt anxious to secure the bargain for reasons
detailed in former letters; and it was a stipulation
on Harvey's part that I should dispense with it. 2^d.
he is already a freeholder and owns land adjoining
and I therefore consider him safe. he has been materially
useful to me in giving information to strangers

158 and shewing the Sand; and in restraining trespassers: I therefore felt he was entitled to some favour 3^d Dillingham I knew I had it in my power to secure the eventual payment which has been made as I expected. 4th Fooy, the same season have provided with the same effect. 5. Putnam. He deposited a note in my hands as about \$260. in two years from September last. 6th Bowers and Brooks I have other security for this advance which I expect in a very few days. 7th 88 Shook and Blodget the same and and contracts and detained in these last 3 cases until the advance is made — In the ~~contract~~ power of Atty you authorize me to sell any six Lots of an average quantity in the construction but upon this I conceived myself authorized to sell about 1300 of average Sand to be selected by and in in such a form as would in no wise injure the sale or betterment of the residue. And if Sand was selected out of more than six Lots yet it was taken in such a situation as would fulfil these requisites. It could only operate to your benefit by disposing the betterment and rendering the intermediate Sand more valuable and for the purpose of meeting your wish, I first selected 4 most valuable situations on the tract to keep

them altogether from market unless a considerable 159 -ally higher price could be obtained there was 1. 2. 14 + 5. in the second section and the two acres on the ridge in the 3^d section, the lots were in value to them in the 2^d section in 9 and 3; I have discouraged applications for these (except as stated below from Jenkins) the rest in order of value 7. 8. 4. 6. 9 &c from which sales have been made 11. 12 and perhaps 9 are the least valuable but will find purchasers on account of their wood. As soon as I learned a difficulty about title existed in respect to the 3^d section I reserved it from market until the matter should be settled — I have discouraged applications for Lot 19 & refused to divide wishing it brought to market first since a chance existed of uniting them together and selling minimum for more than its value but as Mr Jenkins was extremely urgent to purchase it and at length I set a price expecting it would be so high as to induce him to decline I asked \$4.00 with \$2 in advance at least one dollar more per acre than its value) But he is really desirous of getting it even at that price and paid \$2.70 reserving the privilege of applying this if (he finds the prospect of raising the seed and too faint and making choices in 90 days) upon an adjoining Lot at \$2.70 per acre. If he takes it and believes he will

16. It is altogether the best sale made
I sold a small quantity of timber to a Mr. Dickey
to aid in building a Mill on the adjoining Land. I
would have given him the timber for the benefit the
mill will do the Land but found him willing to
pay and received \$1,25 at the rate of 12 cents a foot

I have a faint prospect of selling the whole of
Lot 3 at \$3,00 chiefly in hand or a short credit to
a good man. I think when these engagements
or expectations of engagements are completed I got
the length of my Letter of Attorney and shall continue
no new ones until You give me further power.
If You wish sales to continue I am inclined raising
the price \$3,50 upon credit and perhaps limit cash
bargains to \$3,00 or \$2,70 being 10 per cent less.
I think the state of the settlement in the 2^d section
will warrant this view. But these observations do
not extend to a part of the Land in the 3^d section
some of which is not worth more than \$2,50 or
even \$2,00.

You will be so kind as to examine
the enclosed amount critically and
thoroughly and submit it to all interested.
If any error occur now is the time

to correct it and it shall be done most
cheerfully. But after you are satisfied please
signify your further wishes.
About a fortnight since I remitted an order of J. D.
Webb's on W. Knapp for \$100 which I hope you have
received. I have now on hand a post note of the
Northaven Bank for \$100 and 20 English guineas
the balance in paper which I am waiting an
opportunity to send I received your and Mrs. W's letter
respecting the ~~Land~~ 3^d section and was waiting for
further advice. But on examining the Partition
Record I found 5 years or the limitation of a writ of error
would elapse before I could hear from you again. I there-
fore judge it best to get a copy of record and send
to a Judge to procure a writ of Error. Which if
granted I shall get continued or tried as you
may direct at next Term. Unless you
and Mr. Murwin should adjust it.

By request of W. Troon and
I have written to Mr. Murwin requesting
him to see you.

I am very respectfully,
Yours &c. Geo. Scott Esq.

List of Contracts closed on behalf the devisees of Amos Cook.

Harry Webb	100 acres	Apr 7	\$225.00	Genl and excepta
Samuel Reed	20	SE 10	51	do

List of of Contracts subsisting on behalf the devisees of Amos Cook.

names	date	acres	description	Original Price	Sum paid	Sum due
David Webb	Feb 12 th 1822	109	Spt 10	\$3.00	327 00	\$344 17
Daniel Holiday	Apr 11 th	51	NE 1. 8	3.00	153 00	144 20
Lewis Howe	Sept 11 th	52 1/2	E 1. 13	3.00	157 00	139 89
Samuel Page	" 15 th	53	NE 20	3.00	159 00	161 79
Henry Gillingham	Jan 15 th	51	SE 8	2.75	139 25	109 60
John S. Loory		53	SE 20	2.50	132 50	137 80
George Mires	Nov 15 th	50	NE 10	3.00	150 00	136 01
E. Putnam	Sept 19 th	102	W 8	3.00	306 00	311 36
John Parker	Nov 26 th	52	SW 4	3.00	159 00	129 61
Daniel Brooks	Dec	52	NW 4	3.00	159	145 61
Brown & Brooks	Dec 15	102 1/2	E 9	\$3.00	306	306 00
		728	Sum Jan 7 th 1823	-	-	2066 04
Peter D. Shook	Aug 13 th 1823	102 1/2	W 6	\$3.00	306 00	306 00
Alvin Blodget	" "	53	SE 12	\$3.00	159 00	159 00
		883 1/2				\$2531 04

Besides above is a portion with me & cash as follows

Grason Ten Kings \$2.70 he is to give me notice 90 days whether he applies this upon 112 acres NW 20 at 2.70 or upon lot 19 about 22 1/2 acres at \$4.00 — Because he is endeavoring to raise cash to purchase 100 acres of lot 19

184/821 Devises of Amos Cooke to Elane

Dr

Jan 2 nd 1821	To tax for 1820 paid as per rec ^t	82 78
	To my trouble adjusting the duplicate and paying tax	5 00
Feb 7 th	to Postage	" 25
Apr " 10 th	to postage of a Copy of Drakes Contract	" 75
May "	to postage of Drakes original Contract	75
" "	to my services in negotiating with Drake and getting the Contract ^{Completed}	30 00
Oct 31 st	to postage	" 25
" "	to tax paid for 1821 as per receipt	21 89
" "	to my trouble settling said tax	2 00
		\$163,67

1822 Devises of A Cooke in account current with Elane for 1822 Dr

Feb 9 th 1822	to commission at 3 per cent on sale and collection \$22500	18 00
"	to do on sale to Webb at 5 per cent	16 35
Mar 9 th	to postage (power of atty)	75
"	to cash paid Surveyor for running a line in Lot 4	1 00
"	to 5 per cent comm. on Packers Contract (312) \$1560	15 60
"	to 3 do do on amounts collected \$40,00	1 20
"	to discount of 1 per cent made on amt. paid by Packers before amt \$1000	1 00
Apr 9 th	to 5 per cent commission on sale to Holiday \$7,65	
"	to 3 do do on collection of \$15.30	66
"	to postage of H Webb 1 st Dec	50
" 25 th	to cash sent by Kimball Townsend	244 00
May 9 th	to postage of Letter of atty	50
June 22 nd	to postage of Webb 2 nd Dec	50
July 8 th	to account to Holiday to payment before due	2 00

Cr

6th 185

March 1821	By cash on Saluages order	160 00
Nov 21 st	By Error in paying taxes remitted by auditor for mistake in duplicate	1 55
	Balance due	2 12
		163,67

Cr

6th

Feb 9 th 1822	By cash of Harary Webb	223 00
March 16 th	By cash of J Packer \$40 by discount of 10 per cent on \$40 before amt \$40	21 00
Apr 11 th	By cash of J Holiday	15 30
June 3 rd	By do of do \$40,00 by discount of 5 per cent for paid before amt \$2,00	42 00
Aug 7 th	By cash of S Reed	50 00
" 7 th	By cash of J Dickey for timber cut for Mike	1 25
Sept 11 th	By cash of Lewis Stow	20 00
Nov 11 th	By cash of George Myers	15 00
"	By do of Samuel Reed	50 00
Dec 15 th	By cash of J Packer	16 00
" 26 th	By cash of Dillingham and Foory	32 40
"	By road certificate found & applied to taxes	13 15
"	By cash Paid by J Packer towards taxes (highway)	77

Carried over

166 1822 Devises of A Cooke in account current with ^{Clare} for 1822

Augt 7 th	To commission of 8 per cent on Sale Collection to S. H. 50	4 00
Sept "	To com. of 5 per cent on sale to S. H. 7,87	
	to do " 3 " collection 60	8 47
Oct 5 th	to postage of Quoy papers decd -	5 0
Nov 11 th	to 5 per cent commission on sale to Miss 7,50	
	to 3 do " collection of 15,00 45	7 95
" 15 th	to 8 do " on sale and collection to R. B. 400	4 00
Dec 15 th	to 3 do " on collection of 16 from P. Parker "	48
26 th	to tax paid of per cent 61 91	61 91
" "	to my trouble adjusting tax for 1822 2 00	2 00
" "	to East hair Clerk for transcripts of partition 3 00	3 00
" "	to 3 per cent com. on cash th day paid by Soory Dillingham Parker 1 38	1 38
	to 5 " " on sale heretofore made to Page 7 95	7 95
	to " " " " " to Soory 6 62	6 62
	to " " " " " Bowers & Brooks 15 80	15 80
	to " " " " " Dillingham 6 97	6 97
Dec 31 st	to balance due from me being cash in hand 440 74	440 74
		533 99

1823 Devises of Amos Cook in account current current with Same Dr

Aug 2 nd 1823	To commission of 8 per cent on cash paid by Jenkins 21 60	21 60
" 15 th	To commission of 5 per cent on sales to Hook 15 30	15 30
	to " " " Blodget 7 95	7 95
Aug.	to a draft of 100 with on W. Knapp 100 00	100 00
" 17 th	to cash in hand 144 85	144 85
		218 40
		363 25

1823 Devises of Amos Cook Dr

Aug 1 st 1823	To balance of acct supra 218 46	218 46
	To error in the above in twice charging for trouble in adjusting tax for 1822 the same being included in the sum of 11,89 2	2
	De error in not charging you with the balance of acct current in 1821 2 12	2 12
		218 28

Contra

6th 167

Brother

By cash rec'd of Henry Dillingham in septem br last	12 13
	533 99

Contra

Dr

Aug 7 th 1823	To cash in hand being balance of last acct 93 25	93 25
" 2 "	By cash aft with me by G J Jenkins under agree 270 00	270 00
		363 25

January 17th 1823 Errors Excited
E. Sand

168 James Porter Esq
Norwich Huron Co Ohio
Sunday 20th / 1823

Sir

The sickness of my wife who has been confined for several weeks by inflamed eyes must be excuse for not sending the inclosed account immediately after its settlement

You will perceive I have overdrawn \$9.28 and that this also varies from the one formerly remitted It arises from 2 cases 1st I estimated the account of Road certificate received from Your office as \$20 which leaves a balance of \$3.28 the second cause is an error I detected in the duplicate which reduced the amount of tax payable to about \$5.65 this balance I will dispose of as you think best or hold in to satisfy Your next Years tax I will likewise send the auditors receipt by some safe opportunity

I have never received any directions to pay the tax on the other Friedensburg Lands. I forwarded You a paper last summer which showed the amt due on each the sale will happen on the last of February and I perceive it essential for their interests that it should be attended to prior to that period
I am &c
E. Lane

Geo Lumme

Jan 27th 1823 169

Wrs of the 7th ins came to hand yesterday. R I has been in the country about a fortnight: I suspected his errand was, as you conjectured, to enter special Bail & I was well confirmed in it, from the fact of this intention having been communicated to you. I have not seen him.

You have been rightly informed that the consequences of this are to discharge the Att^t & to leave his bail liable to produce the Def^t in execution. But I am far from believing the consequences of this measure will place you in a worse situation. I do not believe they can sell the land to a purchaser for a valuable consideration without notice; nor do I believe they would if they could, on account of the Sacrifice. And after obtaining Indgt^t (a judgt to which the denomination ex parte does not apply), I shall feel your advantages for future operations will be even greater than in a judgt under the Att^t. I despair persuading you into my feelings about our Att^t Law, but I think you need entertain no doubts about the other mode. For you mean proceed against the person, & R I - would not lie in gaol, if he could command property; - or the old question about the parties in the Deeds is still open, & if they attempt new arrangements the mere turning over with the title of property is strongly suspicious, & I doubt if it could be cured from the state of facts between the parties. I have a correspondence with Mr. Cranger relative to the several facts presenting themselves in the matter & his opinion concurs with mine. I think I shall

170 visit him in a few days, to agree upon a course of proceeding
for anything I know, I believe the proven good; & from the best
conclusion I can form, I do not deem it advisable to come proven, as
guarantee. If he entertains different opinion I shall abide by his
instruction. E.S.

P.S. I cannot tell when next court sits; probably in March. It is prior
at the annual session of the legislature.

Frederick Wolcott

Dear Sir I enclose by my neighbour Mr S
Clark \$409 consisting of \$316 & 20 English guineas
which I receive for \$93 On the 20th December last
I sent per mail, a aft. on to Knapp for \$100 will You
please give Mr. Clark a rec^t for all the above, if the aft
was accepted) amounting to \$516 to put in the mail at
Litchfield On the 17th of January I sent a general
aft which I hope You have rec^d I have now \$35,00
on hand which I have reserved as a fund for paying
taxes. Although I can entertain no reasonable doubt
but collections will occur amply sufficient for this
purpose Yet I conceive it best to remain sure

In the contract I lightly spoke
of in my last letter has been concluded and
I have rec^d and now this day to receive \$300
and perhaps 200 You will therefore add to my

list of contracts one for 207 So. N. 3 and 2, 85 171
to David Sovell I wait Your orders for any future
dispositions of these lands I am &c Yours Esau

I hope to have the pleasure of waiting upon
You at Litchfield during the next summer

I enclose \$115 more = \$524.00

Benjamin Huntington

Sir

Norwalk Huron County of Aug 29th 1823

Your of January 11th came to me last mail
as the mail returned on the day after I had not time
to prepare the draft for an answer or to make myself
acquainted with facts in season to acknowledge it
by return of mail, I now inclose a draft for an answer
You will see if the facts within Your knowledge
are correctly set forth; that part of them which are
stated as happening here are so. If You feel satis-
fied with it sign it swear to its truth before a
Justice of the Peace, and get the Clerk of the County
to give his official certificate, that the person
before whom it is sworn to, is in fact a magistrate
& forward to me. Our course of proceeding is to
have Mortgaged tenements appraised and sold for 2/3rd
their appraised value

172 The course of proceeding best calculated to secure
Your rights at the least expense is as follows. To file Your
answer and to bring a Cross Bill having for its object
a decree that the Land be sold and the avails first applied
to extinguish the \$4500 debt next to satisfy Your
debt and the residue if any to be disposed of as the
Court may direct. You cannot have any
benefit of this decree except by a cross Bill since
under the present Bill You can only keep the heirs
from selling more land than enough to pay the \$4500
and will be continually put to your bill before You can
get any of it yourself. I will save costs to proceed at
the same time to have but one decree and one sale.

I should therefore file a cross Bill by the next Court, unless
You advise me to the contrary. I cannot tell when the
Court will next sit as it is annually fixed. I expect to
learn next week. You need have no apprehensions
that the subsequent Mortgage can be tacked to the
first, to shut You out. I happen to know that Mr
Whittlesey made this claim for no other purpose
than to profit by Your negligence if You suffer
the Bill to pass without answer, neither should You
suffer the charge of fraud to give You more
inconvenience. They are words of form which

foolishly find their place in every Bill of Chancery 173
and are well understood to convey no improper imputation.
In another point of view it is strongly your interest
to pursue the course I have marked out. You are
aware there are settlers on the Land whose contracts
are more valuable than the Land in a state of nature.
It deeply concerns You to see the account fairly
taken and the Land appraised at the value of the
contract or the heirs may try it as wild Land and
make an handsome speculation. You cannot
easily effect this except by a cross Bill.
My own compensation consists of in ordinary cases
of a commission of 5 per cent on the first \$500 & 2 1/2 on
residue and if I must overcome extraordinary difficul-
ties (and I anticipate none here) my charge will be
\$82.50 reserving the right however of increasing it
to \$75.00 in the event of unfavourable troubles.
You need give Yourself no trouble about remittance
as a draft payable in New York furnishes an easy
and safe mode of receiving it. You will eventually
be called upon to pay part of the taxable costs
of the suit amounting perhaps to 50 or 60 for
which you will receive land at 2/3rd the appraised
value. I think it will be well by and by to

174 come to an understanding with Mr
Cleveland that he bid in his part of the Land
and You do so by Yours

I am with much respect
Your Obedt Servt. O. Lane

Daniel Beech Edge - Norwalk, Huron Co. D. Feb 13. 1823

Dear Sir - I believe you
have the care of that part of the Land of W. Salenstall
which belongs to Ann S. - I should be willing to purchase
if I can get it for nothing and never pay for it. At what
price can it be purchased payable in 4 equal annual
Installments in Hartford or New York; and secured by
Your withholding the deed until the whole is paid or
(on Your conveying it) by mortgaging it back with say
\$500 more land? - Your answer will oblige Yours

Daniel Beech Edge E. S. and

Norwalk Huron Co. D. Feb 7th 1823

Dear Sir - Last week a gentleman called
upon me bringing your letter and promised to
write for this, enclosing mail - I have been
purposely negligent of this business and conceived

acted for Your benefit in so doing 175
For I supposed you did not want to pay the money
on the mortgage until it was necessary. I have
not yet become so and I believe I could keep off the
payments of the money for a Year longer

But since You have an opportunity to sell
I shall now proceed to bring in the equity of Redemption
as soon as it can be sold which will be in about
six weeks & I believe I can give it for \$4,000 and the
expenses of sale which will be a very few more

Our Court will sit on the 4th day of next month
I will then make a proposition to James at our the
payment of the mortgage and will ascertain the
amount I cannot do in before but it is about
\$3500.00 Mr Beatty will be here before many
days and I will talk with him about his claim to
Land and see if it can be purchased at a price
which it will do for you to give. Upon these
subjects I will write immediately after Court

I think if you can satisfy Beatty either by a
Sale or by bringing him off to lay his claim
on some other part it is better to do so than
if You satisfy the mortgage it will give
You a clear title to 420 acres and a claim

176 against White and Blackman to pay
their part of the mortgage. You may
expect to hear from me in about 5 weeks
in which I hope to advise you how soon
perhaps all difficulties are removed.

And whether you agree with Beathy or not
Your title to the 420 and the claim on White
will be good for Land lying somewhere in
the tract — I am &c. Land

Mr. Samuel Allen — Norwalk Huron Co. O. Feb. 15th 1822

Sir Yours of the 25th ult. is before
me. Nothing has been done in relation to the
claim against Davis since my last he lives in
a remote and inaccessible situation at least
in the winter season and has never called upon
me as he promised. The suit was commenced
last Term (in October last) I shall get Judgment
extraordinarius excepted in May next. There being
but two Terms a Year holden in that County.
I probably shall not see Mr. D. until then and
will advise you as I progress. Should you
wish me to visit before I cannot get there
within then 50 miles travel although the direct

distance is not more than 25

177
Should You have occasion to estimate my fees
before the termination of the suit. I can scarcely
give you an answer what should be their amount.
In ordinary cases we charge 5 percent on the 1st
five hundred dollars and 2 1/2% on all above — If the whole
bond be due and You realize payment or security upon
it this is enough — If You are unsuccessful in collection
or security I ought to make a liberal deduction —
You will please to allow me according to your
prospects and I shall be satisfied

I am very respectfully &c. E. S. and

David Ely Esquire Norwalk Huron Co. O. Feb. 15th 1822

Dear Sir — Your favour came to hand
last mail but my necessary absence from home
prevented my acknowledging it by return of mail.
Our court sits on the 4th March next. I cannot get the
partition effected at the 1st Term as it must be advertised
above sixty days previous. Our next Term is on the 19th of May
at which extraordinary excepted the division can be
completed. Our County auditor is absent on a journey
and will return in about 3 weeks. I will then attend Your
orders relative to matters — The penalty (if any) is already

178 incurred and You can receive no further detriment
before must fall I am very respectfully
Yours &c
Lewards & Larned

P.S. On republishing Your letter I add it is necessary
either that Your deeds be on record or that You have them
in court, in May. Since it is necessary to make some
show of title although strict proof is not required
Mr. Kneland Townsend will be in New Haven
during next month and I think will return by
May and perhaps will bring the Deeds. If however
You must send them per Mail it would be prudent
to take Notarial Copies for security

I have looked into the Tax matter. If You can
get Mr. B. & Rect^r of payment on Capan's rights
and send them to me by the last Monday in March
I can get the tax remitted otherwise Mr. Fanwell
will pay it and when You furnish Rect^r will try
to get it remitted —

George Dummer Norwich-Haven C. O. Feb 22^d 1822

Dear Sir — I have delayed answering
Your last letter for two weeks from accidental causes
on the day ⁱⁿ which ^{it} was received I was called to an

adjoining county to aid a friend in procuring the location of
the seat of Justice and detained the whole week on the
Sunday evening following following I rode to Portland
to Mr. Townsend and did not return in season to address
You by the Mail which leaves us Monday afternoon

I have not carried into execution the direction
of Your letter. I waited upon Mr. T last Sunday evening
for that purpose. I found him very much dissatis-
fied with the settlement; he did not complain so much
of satisfying Your debt although the form adopted was
likely to prove very burdensome to him in taking the pro-
perty beyond his control for such a period but the point
which particularly displeased him was the exoneration of
A. S. which he insists his agents had no power to make
he said he must visit New England to seek explanations
and ascertain facts and ^{unless} such explanations were
satisfactory he could not confirm the negotiations
I offered to do any thing he wished consistent with my
duty to You he then said he would call upon me during
the week and conclude what he wished to do or have me
do — Yesterday he called upon me & I told him I was
ready to make the situation contemplated by Your
arrangement his answer was that he could say

180. or do nothing about it until he went to New-
Haven which he desired me to communicate to you.
In the course of our conversation he said he could
not believe he could not possibly tell suit you better
in some other shape than in the proposed arrangement
and talked of stock in the Jersey Bank But
he could do nothing at present he will start for the East
by the 1st of March and thinks he can return in
60 days if necessary to submit the list to me for
selection. Mr. P. showed me a list of contracts
not as he said in execution of the agreement but
to get me to designate which I ~~was~~ should prefer
if I selected I marked some partly from his representa-
tion and partly from my own knowledge; and
have no doubt I have pointed out the most valuable
but I should hardly venture to ^{select} ~~select~~ from any
knowledge I have on the subject at present; yet
if it becomes necessary to make your choice from
that list under his guarantee you will perhaps take
those marked; or refer to my former letters; I should
with confidence refer you to former letters but
circumstances have changed a little and some of
the Dominion settlers have left him & deserted

their plantations - If necessary I wish you to leave 181
this paragraph of my letter to Mr. P.
Mr. P. says it is absolutely impossible for him to
carry into literal execution the arrangements, a loss
of the contracts being those included in my last and not
contained in his although in his name are not his property
nor can he make a title to them as you will see Mr.
P. I need not be more particular.

I shall enter the discontinuance of the suit at the
term of the court next week; I have stopped the advertisements
and published notice of the discontinuance I have paid all the
cost except the clerk's which I shall satisfy as soon as he
furnishes the Bill. When this is done I shall present
the account and perhaps draw upon you for a few
dollars not exceeding 5 or ten which ^{perhaps} will be nec-
essary to ~~pay~~ ^{be} received the cost against the garn-
ishes being grasped for my error, I expect to satisfy
myself. And the compensation for my own
services I shall leave until the adjustment with
Mr. P. shall be entered into.

Permit me to congratulate you on the
favourable termination of this affair in which
I think you have reason to consider yourself

182 highly successful - If You takes the contract,
it is precisely ^{the opportunity} in time to attend to their
management - and I should be pleased to take
them in charge - And I feel especially gratified
to learn that my efforts to save You have met
Your approbation -

David Beecher Esq

Norwalk Huron Co

Sir

March 1st 1823

I am a trustee for the Creditors of
Caldwell & Drake and Caldwell & Drake
have conveyed to me 37 acres of land in
Cicero being part of Lot No 46 & the Land
late by owned by Benjamin Drake and by
said Drake heretofore purchased of John Caldwell
It is my duty to sell it & Mr H. B. Gibson of
Candaigua one of the Creditors desires me to
request me to act as agent for that purpose
It is the Land heretofore valued by You at the
solicitation of C & D and myself I have at
times by the present opportunity to draft a
full power and authenticated but will You
please to consider this authorizing

to sell the same at the best price You can within for 1823
Cash or credit at Your discretion being careful
to secure the payment if You give a Credit I will
execute a letter of Attorney if You wish but cannot
get it properly authenticated before August
next our Supreme Judges live at a considerable
distance I hope however this will be except
any Mr Dennis the bearer is the desirous of purcha-
sing and were the adjoining land I refer him
to You and will conform and execute any con-
tracts You think proper to make

In haste I am Sir Your Obedt Servt

David Beecher Esq

Edwards

H. Ely Esquire

March 3rd 1823

Dear Sir The necessary preparation
for Court prevents me from noticing yours of last
week enclosing Deed. I will examine it and will
give my thoughts on it, when Court is over, I am glad
Your return was so speedy as to find me at this unpropitious
season to be unpleasant. If I do not see you I will
pray send him here to visit us - Will You

184 have the goodness to cut for me 10 or 12
silver say 4 from each of the following Baldwin
greening and Busset — E. Lane

Nathan T. Jennings Esq
Norwalk H. Co. Ohio

Dear Sir Court sits this week & I must be brief
— will write fuller in 3 or 4 weeks I have recd. 3
letters & inclosures — cannot bring your business
to a close as soon as you wish — but will as soon as
I can — shall get Judgment this term get goods
out of the way so as to file Bill in May and get
title to store to October or March — I have heard
the Marsh debts wait your order about Carpenter,
cannot tell about Mplevin suit but will ask J.
There is no necessity for your coming here next
summer it must be merely a question of prudence
and policy, I cannot conceive your presence absol-
utely necessary at all but I am always much
pleased to have an opportunity of communicating
with my principals. And if your own interests lead
you another way you must not hesitate a moment
about pursuing them — It gives me much

pleasure to learn your recovery my wife is now 186
recovering from a similar attack. I can now only
wish you prosperity You may hear from me in
a few weeks and get a full account of matters.
In haste sincerely Yours Friend E. Lane

Edward Paine Esq Norwalk Huron Co. O. March 3 1823
Dear Sir — Yours of February 25th inclosing two
county orders one of Wood County for \$42 dated
April 20th 1822 and one of Sandusky County for
\$39 dated April 24th 1822 come to hand this day
I will do my best in collecting them
I am respectfully Yours E. Lane

Hon. Frederick Wolcott

Norwalk Huron Co. O. March 3 1823

Dear Sir On Friday last I left with W. Kneeland
Yours and \$324 to be carried to you. It consists of 431
in bank notes and twenty English guineas which I
value at \$99 ninety three dollars the gold is worth you 8 on
10 per cent premium at the Bank. Mr. I will leave
here for New Haven in a boat 10 days & you will probably
receive it by April 1st — About \$400 of this I receive

186 last month from a Mr. Savel who has contracted
for No. 3 at \$2.55 to pay the residue next autumn

I have about \$60, beside, on hand a part of which
I return for taxes of next Year, although I entertain no
reasonable doubt of realising enough from the present
Contracts for that purpose, yet I think I had better
return enough so as to be at all events safe for this pur-
pose I keep \$35; the residue indeed on all hands is not
suitable paper for maintenance but which I can get
exchanged without expense

This day recd Yours of 5th to our Const-
able tomorrow & I have not time particularly to reply to
its contents I have a letter from S. M. W. stating his
title by comparing which with the records I am as certain
to my satisfaction about the 240 acres I have all the
Drake papers on hand have not yet taken up Abbotts
Contract but can do it. I expect if I am proposed to
visit New England this next summer and will leave
with you all vouchers relative to past business. My wife
for whom You so tenderly enquire is nearly recovered
from her illness and joins me in regards to You and Yours

I am best very respectfully

Yours &c E. Davis

Northampton County Ct. 1823

Mr. Ichabod Brackete March 3rd 1823

Dear Sir - Your Devor suit is still unsettled
I have hitherto written that I can not come to trial
under present testimony nor do I think you can
obtain Your rights under the present suit for want
of being able to prove enough. I have likewise stated
that Devor was anxious for a settlement and he
offers me if he can see You he will settle to Your
satisfaction. I continued the suit last term
under the expectation that You would be here
during the winter. I continue the suit at this
present term (this week) hoping You can see Devor
before May and arrange the business to Your
satisfaction. I think you cannot safely go to
trial because You have no proof within my
knowledge either of the original terms of the con-
tract or that You ordered him to return home
To settle the matter to You or my satisfaction
You must file a Bill in Chancery putting Devor
himself under oath and directing his account
to the discretion of the Court under such proof
as You can make. The expenses of this kind

188 will not be much greater than a trial at
Law, unless you will be kind or should
see Devo there or can negotiate with
him. I cannot but consider Your best course
is adopt this remedy. I hope however you
can settle it.

I have recd \$10 from Maud &
have secured the remainder. I have a suit
against ~~Beck~~ and expect to get Judgment
this ~~Week~~ and payment by next May.

No other claims I believe have come
to my hands - I am very respectfully
Yours Phil. Brown & Son

Polly Adams, Orange Township, Meigs Co. Ohio.
S. Adams

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