Palmyra Feb. 26th 1836

Dear Brother. You may have sold your right to Real and personal as well as father ours as there is no doubt but the bargain was the same but none of us have released for any thing but the real estate according to the releases themselves and for the sum of $197 if I remember right not having them at present in my posession having left them with my Attorney — the ballance then of the $300 which each rec'd. was for the personal which is quite a different division from that of Robert's in the same case. You acknowledge and it is perfectly clear to me now that when you and father settled that you did not know what you were doing otherwise there could have been no settlement on such terms. For father to sell what he had already in his hands is ridiculous — no man of sense would believe such a thing — then what did he sell. Why if any thing our shares of those Notes and Bonds taken by Grandfather of some of his children which Sawyer always contended could be collected and I believe father thought so too or he would hardly have lifted Boals note but in this they as well as yourself were mistaken. Grandfather in his Will charged those that had got money from him either by receipt note or Book account and allowed them to receive an equal share counting what they had received and said nothing about paying back if any had got too much & notwithstanding the Will was set aside it appears it still makes a differance from that when there is no Will at all. Mr. Taddeu it is true brought his action against father as Executor but at the same time claimed as much as would make his share equal with all the rest out of the notes and the ballance in father's hand $1311.11 and succeeded in the Circuit Court of Lebanon county but on father's appeal to the Supreme Court that decision was set aside and he got but a proportionate sum out of the 1311.11 to what he and others had rec'd. Amounting to nearly the half after the Widows third was taken off. In opposition to his claim of a share of those Notes father's attorney read the Will in evidence before the Supreme Court that it was not Grandfather's intention that they should be collected and it was admitted pretty much on an established precedent that so soon as money has passed from father to son or daughter it becomes theirs if it should be the half of his estate and cannot be collected

unless expressly Mentioned so to be in the instrument itself and that in his life time. After a Will is set aside the person who was executing it is Edmed to an administrator properly having no other powers and as father in his inventory as executor had given an account of the whole personal estate there was no necessity for an administrator in the case not knowing it however he took out letters of administration which only confused Matters but could not make them worse on any other ground which were considered all when father's account as executor was contested in both the orphan and Supreme Courts — even Doals payment of that note was before the final action of the Courts on that account and yet it was not taken in and the ballance struck at $1311.11 out of which Mr Fadden recovered: but nothing else. What do attorneys know about a Case — nothing: you must tell them and then they often do not comprehend you and then you lose. I wrote several letters to my attorney considering that the best plan of stating and enforcing my views and knowledge of the matter because if one endeavors to talk them into one's views they take offence as if one were dictating to those who knew better and we consequently agreed though not without some dispute about what was best to be done. He then drew up a declaration seting forth the facts only: stating the time Grandfather died and what had been done since &c. and that he had left an real estate of 250 acres which the complainant has ever since held and that the estate so far as father was concerned as executor or administrator was according to the decisions of the Supreme Court on his executor acct. and the case of Mr Faddens completely settled and I asked to be discharged from any further liability in it: which the Court ordered: with this proviso unless exceptions should be filed before the next Court of which my attorney was to notify me but has not as yet and I am in great hopes that there will be none filed which will leave the thing better than it ever was. And if he does I feel confident that I can sustain my declaration which will be better as that would settle it in toto. To one of the heirs not even Joseph has received by receipt, note and Book account as much from Grandfather as would have amounted to their shares of the whole estate real and personal if it had been lawfully settled &c. and sold and equally distributed.

That Agreement with the heirs is a very faulty thing making the signers only liable to the amount of $600 and it Written the promise to pay making it joint obligation only. but still I have none to sue but Boals and from them there is a letter acknowledging their liability to pay a greater amount. You say father neglected to sue Wokey Allen and Sarah McDonald for their shares of those costs but you are mistaken for the Supreme Court had not finally acted on fathers account until after they had all sold their shares to Sawyer and father could not know that he would have to pay those costs himself and afterwards look to those who had articled with him and Again he might have thought that they would draw equal shares out of the ballance in his hands in which he was also mistaken for it was divided as I have already mentioned leaving all but $150 to us and Mc Fadden. Father signed that writing and as we had tribble the amount at stake of any of the others we ought to pay in proportion which would swallow up all our shares of what was in his hands. Since I have examined the affair I feel perfectly easy about it: confident that he cannot collect a cent. I was not a little tickled at your idea of compromising between us — You the most passionate the least able to bear a difference of opinion of the three full brothers of us to act as Mediator and that when justice is wholly on one side of the question and that mine!!! When the thing came out that he could not make a title it surprised the whole country and he let out who was the cause and threatened vengeance which I was told. I let the person know that I disregarded a him: but still if he would pay for it I would endeavor to extricate him. But you know he was and will always be a fool and yet you talk of Mediating-tut tut. If he will come to me and say settle this matter and gives me the means I will. But on "Compulsion" I will prove a Falstaff on his hands. No Administrator has any control over Real Estate unless there is not sufficient in his hands to pay the debts until the heirs petition Court to dispose of it when the order the sheriff and twelve men to appraise it when the oldest are notified to take it at the appraisement

and then the next and if none are willing to do so then the court orders the administrator to sell and distribute otherwise he cannot even collect the rents. such is the law here. I threatend Sawyer if he put me to any further trouble I would call him to account for his mothers estate on which he administered and filed an Inventory of $5 or $10 but never settled an account which his oath required him to do within a year. I believe he will have to acct. for the third of the rents to the death of Grandmother with interest. I was married to Jane McBay of Palmyra on the 23d inst. I will not leave home to the first of May. Alls Well. Ann. Man is ugly but otherwise well enough.

John Geddes

William Geddes

Palmyra Pa
Febry 25th

1836

Mr John Geddes
Ypsilanti
Michigan

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