

Ann Arbor, February 1<sup>st</sup> 1836

Dear Brother We received your letter on the 28<sup>th</sup> of January. And now I will reply. We have been thinking of this new attack of Sawyer. When I settled with Sawyer, I sold my whole right, title, and interest. Real, and personal, in Grandfather's estate. At least that was and is the way I understood and understand it now. But I presume it is on record. Where you can probably find it as it is. Be what my opinion what it may; those writings will determine what it really is. If it is not on record, I could sell my right again; <sup>in the real estate</sup> and the first on record would hold it. And all Sawyer could do with me would be to collect the interest and principal of what he has paid me. Such at any rate is the Law of Michigan and I presume of Pa.

I don't recollect that you "was opposed to the whole proceeding" at the time. I recollect you were the last time you were in Michigan. The fact is father would do nothing towards collecting our share. And I wanted what I was to have, and was not able to contend and so settled as I did. Father I know was opposed to it. But I told him I would settle on these terms myself. And I would think and consider him under obligation to do as well for the rest of you, in that or some other way. If Father had at that time the same I would willingly have let him <sup>had</sup> have my share; but <sup>he</sup> could not <sup>like father</sup> make sorry, and am still sorry. We would have done better had some one else carried on that suit and lost it. Than we did. Father's done well in standing up for rights it was his duty. But unfortunately he injured, instead of benefiting of us over and above the loss of the suit. We must pay our share of that suit, and Father for his trouble. And that must come out of our share of the personal. And only our share of father's trouble and expense. As the four fifths ought to be paid by the others. I really think on thinking of this thing; that Sawyer can collect something off you. But it is because he <sup>father</sup> has not done his duty to us. Father ought to have collected of Sarah M' Donald, Joseph Blokey, John Allen, John Boal, each the one fifth of the expense of that suit; and his estate would never have lost a cent. And divided round as the Supreme Court got it. When I settled, I could not see nor understand how these things stood. And if Father had done his duty to us; he had nothing to fear from our settling and if he had not he was liable and ought be liable. Because either you or him, undertakes to stand up for my rights and others rights. You must not at your peril charge me with more than my proportion of the cost. Because I am your son, or Brother. That is a strange way of protecting rights and displaying love to children. If that contract of Sarah M' Donald & Co is joint and several you <sup>can</sup> collect of Boals those costs; if father's estate has paid anything of its funds towards that suit. Which would <sup>be</sup> an offset against that five hundred dollars. Or if father signed that writing and it is joint and several; as our natural guardian in law. whether all our share of the personal was not liable is a question. I leave for your Lawyer to decide. If that should be the case I would plead that contract. But I know nothing about that contract how it is worded. You can tell me in your next

Lawyer in settling with the rest of them, did not pretend to claim any of the personal estate only pretending to claim the real. And they only sold their right to the land: except myself, Mr Graydon, & Father for the rest of you. Robert did not sell his right to the personal (If I recollect right) He got \$17 less than I did. It is I suppose for this \$17 on each share that Lawyer has cited you to answer for and what he wants to make a fuss about. I dont think it is from any good motive he has commenced: and from the state of feeling betwixt you I dont expect anything but a contest with him: though it is but a trifle. And might be settled you think that Lawyer we never got our share: and your are right. And Lawyer is no better off than if he had never contended about the will. Probably worse. at any rate the tables are turned and he finds he cant dispose of the Land that he willed the rest out of. And he knows he has no claims on us for any favors, and can expect none, especially since you and him have fell out. Those deeds and papers of Grandfather he must show right before he can make you give them up. And as long as he cannot: it is plain to a Dutchman that there must be a deficiency in his title consequently they will not buy. Could he have sold, you would never have been molested by him. And despair, and anger, has forced him upon you. Retreat he cannot without great loss. And as is only hope he has bore down upon the Campbelltown bachelor, who would rather fight, than treat for peace from a conscious strength and indignant feelings. From this view of the case how could Lawyer do otherwise he has done: would not you do the same under similar circumstances. Now the question is could not all these things be settled <sup>without</sup> giving of money to Lawyers. A thing we are better able to do: than he is. I suppose if you would do what you could to make him out a title: he would relinquish his claim: pay his own cost and pay you for trouble of backing out that title. This plan would do good: it would benefit all parties, and bury the hatchet in that case forever. From his attacking you you might be wounded in making him an offer of this kind, as it would seem as if he had forced you up to this measure. To put as good an appearance on that as I good, I would myself come from Michigan and act as mediator betwixt you. Give this plan a serious consideration and ask yourself whether it would not be the better way of proceeding. If it would not be doing, what he may not deserve but if that it would be your duty to do, as a moral and an accountable agent to God. you have been preaching up to vice morality and Christianity to me on disputed points here is a clear case: lay aside prejudice and hatred and appeal to your reason and act accordingly. Lawyer's circumstances are more to be pitied than envied. Look upwards, and feel above trying to crush him. Dont try to add to the miseries of any, him or any other nor spend your ammunition upon him. Dont think I have not time to come to Pa. And dont wish to be troubled. If I could settle as I have mentioned, I would willingly come and think I was amply paid. I want you to ask Alexander's opinion of this plan. If he should agree with me there is no doubt but the half Brothers would and so: dont stand out against us all. But if your angry passions will not bend, nor let resentment die, I will bear my share of the expense in the contest without murmuring. If that contract has been signed by father and it is joint and several. And you plead that Lawyer cant do nothing with you

The year that father collected the tax. The tax on Grandfather's farm was not paid, and  
Dawyer bought some things at the vendue I would bring these things, if necessary as an  
offset. Dawyer in buying out the heirs pay them as a general thing pay \$800 and interest  
from one year after his father's decease. On what principle he paid Robert \$288 I don't re-  
collect. Without it was because he could not get it cheaper. Robert and me have <sup>been</sup> talking on this  
subject, and cannot understand it. It was a blundering piece of business in Father. I never understood  
it nor him either. From what you say M<sup>r</sup> Fadden must have brought suit against father as Executor,  
which I suppose is the reason he could not claim any share of what Boals paid. As he received  
that as administrator. And he would have to commence suit ~~against father~~ as administrator before  
he could get any of it. And I don't see (from this view of the case) but that M<sup>r</sup> Fadden could sus-  
tain a suit for a part of that money paid by Boals. Without you could pierce upon it for the cost  
of the suit about the will. And that may depend on that contract. Which contract has done more  
harm (I really believe) than good. For if there had been no such contract I believe father might have  
made use of the personal in sustaining (as Executor) the will; without being accountable to M<sup>r</sup>  
Fadden or any one else for what might have been spent. But Father got a contract and then it  
was made appear he was their agent, that is the agent of the contract. And then strange as it  
may appear never attempted to collect those costs of those who agreed to sustain him. But made  
use of the money belonging to the estate, or rather to us; just the same as if their was no contract.  
This contract was to be his security when it has been his bane, his injury. If father acted in this way, how  
can you blame <sup>me</sup> for not understanding it and doing as I did. I want you to send me a copy of that  
contract and I will form my own opinion. I presume that father is out of pocket. But ought he  
not when Sarah M<sup>r</sup> Donald & sold their right to Dawyer, to have commenced suit against them  
for their share of the cost; would not that have been the best way of proceeding. He has used our  
share to sustain the rights of all; to our injury and now as we not knowing what it was sold it; to  
his injury again. I think as Administrator father had a right to collect of Boals, and others, Notes,  
and Book accounts. And as I understand it. The Supreme Court did not decide that father  
had no right to collect as Administrator; but decided that as M<sup>r</sup> Fadden had commenced suit a-  
gainst father as Executor; he could not collect of him what he (father) had received as Admin-  
istrator; ~~on that suit~~. Now if you could collect what that suit cost, of those who agreed to sustain  
it; Father estate would not suffer. Or could you not as administrator attach Joseph Dawyer's  
share in Grandfather's estate and sell it and apply the money towards equalizing the rest  
and keep all that might belong to the signers of that contract, or rather attach ~~all~~ that belongs  
to them. Or is that what Dawyer wants? Or would it be cheaper to pay what Dawyer can col-  
lect than bear that trouble. Doubtless I will not insist on my peaceable plan. And tell you not  
like father to act in the dark; but act understandingly; and when your Attorney tells you of a plan  
make him show you the propriety of it. And certainly I want you to inform us what you have  
in mind and what you think of doing; as soon as you can. I hope this attack of Dawyer will not frighten  
you. It certainly cannot effect the title of Father's farm. But some people are frightened  
and they know not what. If your purchaser should come up to his engagements. I want you  
to come to Michigan as soon as you can after you get the money, as the earlier you are on the  
ground if you are going to buy, the better. If I can I will go with you to Illinois. And I will  
try to go. You will not be able to sell those bonds as well; on account of this fuss of Dawyer's  
and may be; not at all. Agrippa's best way of managing his money is to put it in to land. To go into  
partnership with Thomas in the store keeping business would certainly be a losing game  
every foolish thing you have not told us how ~~well~~ <sup>well</sup> you have done in matching what kind of a man  
she has got whether he is smart, intelligent, or rich. Here is what Robert has wrote on this sub-  
ject "Dawyer call on you and his claim and the M<sup>r</sup> Fadden affair has shed a new light on the  
posture of affairs of Grandfather's estate. It appears to make two parts of the estate one per-  
sonal the other real. Father must have been in the dark, or under wrong impressions or  
he never would have permitted John & Alexander to have sold their shares in the per-  
sonal for a pittance; and worse to have subscribed to the same himself as natural  
Guardian to his minor children. It is passing strange that Dawyer having the claim, he appears  
to have not made it long ago. ~~Then~~ <sup>then</sup> always said that Grandfather's estate, or the avail-  
able parts of it must pay the costs which inevitably grew out of the position in which it was  
by himself (Grandfather). With regard to Dawyer's title I see no way of getting a title through your  
hands unless it might be by levying on the real estate of Grandfather in behalf of Joseph, for  
the money to pay the bonds of Joseph now due the estate. Joseph owes the estate and John holds  
the property which should pay the claims of Grandfather's estate against Joseph. You have  
as good a right to buy the claim of Joseph as John Dawyer has. And against that claim John  
Dawyer can effect nothing as things now stand. John Dawyer bought the claim of the several  
heirs as check as he could get them. Giving M<sup>r</sup> Fadden more than Grandfather ever intended  
giving him. Having now every thing but the claim of Joseph. John Dawyer's title tacked but  
that one link to be safe and good. And without which you can give him no better than he now  
has. You must meet Dawyer the best way you can in the present crisis. If the compact into  
which the heirs entered to defend the will is joint and several and signed by Father for us it  
will effectually bar Dawyer's present claim."  
I am in hopes that contract is joint and several. And that hope is strengthened by Dawyer's  
delaying his suit till this time. In that suit we have been unified all round. Now in this  
country Dawyer's evidence being nothing but oral testimony it would not have been  
heard against the will at all. And it is contrary to precedent and I believe law there. And  
our lawyers might have been prevented but they betrayed us for the sake of filthy lucre  
not that they took a fee from <sup>any</sup> but because he was to give his lawyers more than we gave  
And then they kept father in the dark as to the real state of the case. Father told me the day  
we sold to Dawyer that he saw Fisher. And that Fisher told him that we had done well  
in selling. This strengthens my hope that Dawyer cannot collect of you. But Fisher is a ras-  
cal. And I don't know that any dependence can be placed in his opinion. I advised you to  
study law when you were here, and three years would have brought you out a lawyer. And you  
might have defended your own case write soon  
John Geddes

Feb 1<sup>st</sup> ~~to~~ 5 degrees below zero in the morning and 10 above at 9 o'clock Feb 2<sup>d</sup> 4° above in the morning but little snow yet. Our health is as usual. You will probably hear from me before you come to this country, in reply to your next. The Sawyer attack is the all absorbing topic in this letter. We have both gave our opinion but have not the means of forming an opinion as well as you have. But we have more knowing, in this country and these things are better understood. Law regulates these things and this is the standard and not what may be thought so just. I will quit

Com. Lee  
Mr. Lee  
Feb 2<sup>d</sup>

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Mr W. W. Adams  
Baltimore  
Sebanon County  
Pa.

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