Palmyra February 22nd 1837

Dear Brother

Your letter of the 25th Nov. was received, but not till after mine was on its way in which yours was answered in every thing except with respect to Sawyer of whose case I might have answered since the 8th inst. but have delayed doing so for two reasons one of which was to examine thoroughly into the situation of the estate which I was called upon to settle of which you know I must be ignorant being in my minority up to Dec. 28th 1822 previous to which time the whole transaction occurred. All that I know is that I stoutly opposed the compromise that was went into between Sawyer, Father, Graydon and yourself which was brought about by you and Mr Graydon, Father himself being rather averse to it; of which I do not depend wholly on my own recollection; for in searching over all fathers papers in my possession in order to throw every light on the matter I found a letter from Mr. Graydon urging him to that compromise with Sawyer, the full extent of which I only learnt on the 8th inst. The other reason was that I thought I might perhaps receive a letter from you in the meantime when I could answer both at once. Sawyer put off trial again at the Nov. Court for what reason I could not learn but I suspect he had some difficulty in getting Doals administrators to appear to testify for him; and without them he was certain of defeat; for there was no other persons who could show that father ever had received any money as administrator and without that is made appear no administrator is bound to account. And I at the first trial had told the one that was then down that I believed Sawyer's object was to compel me to go on and collect the ballance of Doals notes off themselves and as was using them as tools to affect that purpose; and I am now persuaded that he has effected some arrangement with them that has made them so silly as to appear and testify in the Case. Mr Laird the one who did so on the 8th and who is married to one of aunt Sophia's daughters is was surely too deeply interest to act so foolish without a promise of protection; as to testify so clearly against his own interest. I objected to the Court's receiving his evidence on the ground of his being interested but the court overruled my objection and received it. In order that you can understand this case I will give the course that has been taken by Sawyer as well as myself. Sawyer had me cited by the Court to file an administration acct. as Executor of father who was administrator of John Sawyer dec'd. And I in answer to that Citation filed a declaration stating the whole facts of the case to be as follows. That John Sawyer dec'd. in the spring of 1812 put his son the present John Sawyer into possession of his farm containing 293 acres strict measure upon an article of agrement according to the conditions of which he was to give up peaceable possession of said farm to his father on the 1st April A.D. 1814

but that before the expiration of said time John Sawyer the father died and that on the 27th of August 1813 leaving his son the present John Sawyer in posession under that agrement to April 1st 1814 and has remained in posession ever since. And that John Sawyer deceased left a will behind him and a widow and Seven children and a Grandson the son of a deceased daughter. In which will he directed his farm to be sold and the proceeds to be distributed as follows.—to his grandson Sawyer McFadden a certain sum and the ballance of his estate to be equally distributed amongst his widow and Seven children taking into view the advancements or monies which he had paid his children in his lifetime to wit to Joseph Sawyer #2958.33. to John Boal #1431.71½ to Sarah McDonald #998.95½ to John Allen #852.12 to Joseph Cloke #800 to Sawyer McFadden #474.67. to Robert Geddes #266.67. That said will was brought into the Registers Office and duly proven by R. Geades one of the Ex. mentioned in it who went on to execute it and took into posession the personal effects of the deceased & gave the present John Sawyer notice to give up posession of said premises according to his article of agrement; which he refused and said the land was his, his father having promised it to him on condition of his getting married and paying out £500 to the rest of his brothers and sisters. The first he had done and was now willing to do the other. Whereupon he he entered a caveat against the will; which was entered up for trial by a feigned issue in the Common Pleas Court of Dauphin County the trial of which was procrastinated for Seven years when trial was had and it was decided not to be the will of John Sawyer. When Father filed his Executor account in which account he settled the whole personal estate asking and receiving credit for the monies paid by John Sawyer dec^{d} to his children on notes, receipts or book accounts as advancements on their shares of his whole estate real and personal and asking credit also for the costs he had incurred on the feigned issue in defence of the will which the Orphans Court of Dauphin County refused when R. Geddes appealed to the Supreme Court which confirmed the decision on the same ground. In order to show what that was it will be necessary to set forth a private transaction or agrement that R. Geades went into with four of the other heirs. Robert Geades in order to make himself amenably safe said to those heirs that the decisions of the Courts were left to be dependent on than a lottery. That they have piled upon one another all the decisions since the flood as well as those which he had in his ark of the world before the flood and undertake to decide all cases by those that have been decided before by their recollection of those decisions which they are pleased to call safe precedents or searching through those ages of decisions to find a case as near similar as possible if their patience or industry holds

out if not the decide by the rule of thumb without the use of their books as
These middle lines must be read separate. I would like if Robert would send me a power of attorney
our fat Chief Justice was pleased to say when he had made a Capital
to call Sawyer to account for his share of grandmothers estate. It must be acknowledged before
blunder on one branch of this very case. And if they can find a case which
a President Judge of a court. I think the court will compel him to account for the
resembles the case before them as near as a Hottentot does a Guinea Negro
interest of the third of the land at $8 per acre during her life time. Which with interest
or as a Negro does a Native American or of Great Britian or an Ourang
will amount to a considerable sum. And I believe that none of the heirs have ever signed
-outang the case is decided accordingly: that they are all the descendants of
away their shares of that estate at least Mr. Laird said they had not. And if I should be compelled
Adam except perhaps the last of which there is some doubt: but owing
to pay any money to Sawyer I will attach J. McDonald and John Allens share as for their share
to his walking upright and resembling a negro as much as a brute or
of those $1500 costs which will go a great way to pay Sawyer out of his own pocket &c.
more: after much deliberation he is allowed his rights as a man. So that
Thomas And I will sue Boals administrators for Boals share. Clokey I am told are
God only knows how many chances there are for a false against a true decision in
poor and while they live in the state I cannot attach their shares.
such proceedings whereas in a lottery the rogue has but two to one.

Deciding all cases by comparison and not by their own circumstances: in the very face of the standing Miracle of no two things ever being alike in all God's works since the creation of the World. What one fallible creture of a judge decided to be right a century ago remains as an infallible criterion!!! to decide other cases which have but a single feature alike. But I have digressed too far for my paper and must set forth this agreement and its consequences. Father and these four heirs agreed that they would bear equal portions of all costs or expenses that might acrue in defence of said Will to the amount of $600. Who was to pay the costs that overran the $600 if it should happen to do so the article dont say.—Which it has done by $900. When fathers executor account came before the Supreme Court, they judges decided that father was not entitled to any allowance for the defence of the will and must pay the costs out of his own pocket or look to those with whom he articled. Upon God! that when he took collateral security viz. entering into an article with some of the heirs he lost his real security on the testators estate for the defence of the will!!! Was ever the like heard of!!! Father in trying to make himself safe by taking back bail or additional security lost his real security!!!! This decision left him in a bad situation the ballance on his Ex. acct. being $1311.11 a third of which being the widows and the two thirds was to be divided between McFadden and himself they having received less than the rest from Grandfather: leaving no money in his hands coming to those heirs who had articled with him & leaving him minus $1500. In order to remedy that he goes and administers and very foolishly takes an inventory of those very advancements which he had asked and obtained credit for as advancements and of course not collectable on his Ex. acct. When he administered he expected the heirs would try to oust John Sawyer by an ejectment: when the land would be sold and he would get the money of those heirs who agreed to pay their share of the costs in defence of the will: when he could pay himself: but in both views he was mistaken. The heirs when they found the will was broken instead of bringing an ejectment by the administrator to oust Sawyer, went and compromised with Sawyer, he paying them what he pleased, and had all done so before the appeal which father had taken to the decision of the Court setting the will aside: could be reached in the Supreme Court. Which left nothing for an administrator to do and made it useless to have the will tried in the Supreme Court. When father was persuaded to close the matters by Mr Graydon and yourself by a complete transfer of our rights for a mere trifle. Which he no doubt as well as yourself thought at the time you had done: but which I am now taught at a considerable loss was not the case. Wm. McKinney who drew those papers which you signed separate except Graydon and you: are so badly done that Sawyer wants to put a different construction on them from what you surely intended. The act in a double capacity viz as a power of attorney and an assignment. Robert gives him power to recover of the Executor as well as administrator and all other persons for his share of personal so far as $88. but dont sign his right away of the widows estate which all the rest do and I cant sue for what he getting only $18 less than the others. Yourself and Graydon authorize him to sue the administrator and all others but say nothing about the executor. Father for myself Jane and Isabel as Guardian gives the instrument of writing that follows

Know all men by these presents — Whereas John Sawyer late of Londonderry township Lebanon county deceased died sized & possessed of real and personal estate leaving heir inter alteros William, Jane & Isabel Geddes, children, and now minors, of Jane Sawyer, intermarried with Robert Geddes & which said Jane Geddes died before her father. Now I the said Robert Geddes Guardian of the said children in consideration of John Sawyer of Lebanon county executing to me bonds bearing even date herewith for three several sums of three hundred dollars each payable to me for the use of the said William Jane & Isabel Geddes on their arriving severally at full age with interest from the dates of said bonds: do hereby appoint John Sawyer of Lebanon county my attorney, for me & in my name, in my right as aforesaid to demand, receive and recover in my right as aforesaid all sums of money coming to me from and in the personal estate of said John Sawyer deceased and from and in the personal estate of Jane Sawyer deceased widow of John Sawyer aforesaid deceased and for the sole use and benefit of the said John Sawyer and to give and execute full acquittances for the same: & hereby ratifying and confirming all and whatsoever the said John Sawyer may lawfully do or cause to be done in the premises.

In witness whereof I have hereunto set my hand and seal this first day of June A.D. 1822.

Witness present.

Mordecai McKinney & Levi Hollingsworth

Robert Geddes

All these facts were not in my declaration but they came upon the trial. John Sawyer in answer to my declaration denied that there was nothing to do for an administrator and said father had acted as such and collected about $800 as such and I was bound to account for that as well as the $1311.11 which was the ballance against father as executor. When we came to try I took a new ground against him alleaging that he had got already more than his share of the whole estate and of course had no business to interfere in the matter. And proved that the plantation contained 293 acres and that it was worth the spring of 1814 $80 per acre Cash. and by that sum and what the personal estate was worth he had better than the half of the whole estate real & personal independent of what he paid the other heirs and allowing him to pay his brother Joseph at the same rate. He contended against this point that he had bought the land from the heirs & it was no matter how cheap he had purchased and that he was entitled to a share of the personal estate. & and introduced Boals administrator Mr Laird to prove that father had received money from him by a transfer of a note that Boals had on Sawyer to Father for a note Grandfather took from John Boal for a sum of money which note was allowed in the will to be a part of his share of his whole estate when it would be divided by his executor which showed clearly that it was never intended that it should be collected and that father had got credit for it to that effect on his executor account. I objected to his evidence because he was married to an heir and that if he had collected that note I might be called on to refund it: because the law gave no authority to an Executor or administrator to collect monies that had been given by a deceased father to his children in his lifetime it always considering such payments in the shape of bonds notes or book acts. as advancements and not collectable — that the moment money passes from a father to a child it is the childs: the father having no control over it more. When Sawyers attorney saw that was admitting that I was liable to account for the $637.24 which Boals administrator said he paid father as well as the 1311.11 which was due on his Executor account which I contended was already settled for and that if any of the heirs had any claim on it they might have recourse as Mr Fadden did his or might sue me now if the limitation act did not cut them off and that I had no right to account for what was settled. I said when his attorney saw his case was hopeless he introduced those papers signed by Robert Geddes Sr. John Geddes and A. Graydon and even fathers own power of attorney contending that father had gave him authority to sue himself!!! I contended that that was perfect nonsense and that father had certainly not sold any part of the money he had himself collected and had in his pocket at the very time the settlement was made nor had any of the rest of you notwithstanding such a construction might be forced on Roberts and yours while the Executor and administrator were named in their assignment. And that all that was sold or transferred was what was then outstanding uncollected: which powers clearly showed by their giving power and authority to collect what was unreceived by the assignors themselves. Would I or you or any body who was in their right senses sell a dollar of cash in pocket for 75 cents of cash in another man's — pshaw!!! And yet the judge decided that I was not bound to account for the $1311.11 now to John Sawyer in his own right he having received more much more than his share of the whole estate: but that I must account for the $637.24 received from Boals for the payment of costs on the trial which tried the will: to John Sawyer as assignee of the children of Robert Geddes From which decision I have appealed to the supreme court. Thomas received a letter from James who is well and says that wheat is worth $1.00 per bushel oats 31¼ Buckwheat 50 Corn 37½, James is very ignorant and his letters contain nothing. He spells Palmyra Palmyrah on the outside of his letters which make me feel ashamed when I see it and of course the rest are ditto. Wheat is worth here $2.37½ Rye $1.25 Corn 75 Buckwheat $1.00

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Mr. John Geddes
Ypsilanti
Michigan

Palmyra Pa.
Feb 23 1837

Sawyer's lawsuit

1837

Oats 50 Potatoes 37½. Beef $6.50. Pork $7. Veal $5.50. Butter 18. Eggs 14. our Newville relations are all well but Cousin John who is still wearing away slowly. William the printer is well but still ready. Robert G. Graydon is well and will make an intelligent man — much more so than his dad or any of his other children. Robert wants to go to College and his father is willing but says he cant afford it and has made a demand on me for funds!! "think of that Master Brook". I gave him to understand that I thought he had enough of Roberts own money in his hands to do that. the $350 which father gave sister and the $300 he got from Sawyer and $143.50 which I paid him for Roberts share of Isabels Michigan funds. So that Robert will have to stay at home, which I am sorry for but cannot help: the law not allowing the guardian to appropriate money to that effect during the life of the father who it requires to maintain and educate his children. He would like to sham Roberts whole fortune in his hands but I will take care of that; and will not charge a cent for doing so which it appears he is doing when he has exausted all he has received. Thomas and Agrippa will leave here the first of April for Illinois and the old woman for Newville. I saw Samuel Wilson in Harrisburg and did not know him he is so altered in appearance — bloated and looks as if his days were nearly numbered. I have done very little this winter and dont know what I shall follow this summer. I had hoped to conquer Sawyer and was almost certain: and would have done so but for that damnable compromise when I would have I would have left this country in a hurry in order to prevent another attack. When I shook off his grip on his own right he made a grab at and clings on the rights of others: who have blundered in his way. He is very ill since the trial and is feared will die: which only will prevent his taking me with the sheriff for our shares of the $1311.11 and of the $637.24 with interest which will amount to — you may calculate yourself and will no doubt ask bail as his claim cannot touch fathers farm — an executors account not being a lien on land longer than 7 years — but must look to me entirely. I am not much affraid of having to pay the money but the curse of being always kept at the law. My health is as usual. Mr Wilson told me congress had passed a law requiring those wanted to purchase land to swear that it is for themselves, and if they sell it in five years they forfeit the whole if that be the case I would hate to buy land. I think I will leave this country in the beginning of Oct. next if it is at all possible but when I shall go I dont yet know.

John Geddes

Houlfelt

William Geddes