

Jefferson - Oct. 17. - R 1812.
at La B. ^{Virginia} Kenaville - 29

Dear Sir

Monticello Oct. 17. 12.

I have communicated to Mr Higginbotham the substance of your letter of the 7th and can now give you specific answers from him to your several queries. 1. the price 10. D. an acre payable at Christmas of the years 1813. 14. 15. in equal instalments, with an understanding that if these payments are delayed to & through civil, paying interest on that delay, it shall not be deemed a breach of engagement for the reasons explained in my former letter. 2. he takes the land as to quantity according to the survey by which you bought it. 3. he requires from you a general warranty, the constant usage in this state: and never safer than in this case. This grant was in the year 1730. & I believe the very first made in this part of the country. it was cut entirely out of the general maps of the King's land, when there did not exist a single co-terminous grant. The grantee devised it in tail to his son Edward Carter whom you knew, & the law annulling entails vested him with the fee simple. he devised it to his son Charles, who conveyed it to you with a general warranty, the widow joining in the deed to bar her dower. 4. altho' I have not been to the clerk's office to enquire as to the deed's being recorded here, yet I think myself as certain of it as if I had, as well from memory as from a conscious impossibility that I could have omitted to have it done: you will certainly find a copy of the deed (if not the original) among the papers I rendered you. 5. you are to be entitled to the rents of 1812. & 1813. 6. he agrees to take the place of the tenants as to the year 1813. as to the rents, that is to say to pay himself the rent of that year, & look to the tenants for it, standing in your shoes as to the tenants. The rent of 1812 you are to receive from the tenants. 7. the payments shall be made at the bank of Richmond as you desire. 8. he does not consent

William Short esq.

to any retrospective interest or penalty, on any accidental delay of a
payment, altho' he contemplates no such incident. 9. he is apprised of Price's
life estate in the land, & the leases of the tenants, and will accept the convey-
-ance subject to their lawful rights.

With respect to security for
the payments, he will give his own bonds with Col^o. Monroe as security
for about two thirds of the whole sum. were it my own case I should be
perfectly satisfied with his own bond for any thing he would engage. he
is a native Virginian, born I believe in Amherst, brought up from his
early youth in the counting houses of this part of the country, has carried
on a commerce in Milton upwards of 20. years, so snug & cautious
that he has not lost 1. per cent by bad debts, never bought a shilling's
worth on speculation or out of the line of his ordinary commerce,
pays for his goods as he buys them, has now one cargo from England on
the ocean paid for before ~~to~~ it was shipped, is strict & open in all his
dealings, and is considered here as having made so solid & competent
a provision that no one would hesitate for any thing he would engage.

with respect to the other portion of the price I am to take the payment
on myself. he is the merchant I have dealt with here for 20. years,
my account at present is about 5000. D. and to encourage him to make
the purchase, about which he has been very timid, I told him I
would give you my bonds to the amount of what I owe him, & divided
into three instalments as the other portion would be. as to this part
therefore, I must satisfy you as to my resources, for you have been
so long absent from this part of the country as to have lost sight of them
probably. my possessions are upwards of 10,000. acres of land in my
Monticello & Poplar Forest tracts, besides smaller parcels, & upwards
of 200. negroes, not an atom of which either is, or ever was, under any
incumbrance but that which I gave to yourself on a former occa-

-tion. my portion of Mr Hayles's great debt was finally discharged about 8. years ago, and this balance to Higginbotham is the greatest debt I owe in the world, owing indeed no other that is not perfectly within prompt means. My annual income is as follows.

Bedford. my annual average crop of tobacco is from 40. to
50,000 v. of tob^o. but say 40,000, never sold under 7. d. - - - 2800.
2000. bushels of wheat, say 333 $\frac{1}{3}$ barrels of flour, which sold
in the spring season is never under 9. d. the barrel - - - 3000.
Albemarle. 2000. bushels of wheat = 333 $\frac{1}{3}$ bar. flour - - - 3000.
rent of my Manufacturing mills - - - - - 1280.
10,080

beside toll mills & other less considerable articles not important to be estimated. from these resources I am in no fear of undertaking to be prudent in paying 1000. or 2000 l. a year for 3. years. I have usually set apart my Bedford funds for paying debts, building mills & other improvements of my estate, ^{and should do it in this case,} my Albemarle revenue sufficing for the expences of my house, raising eatables & clothing independantly of what I call my revenue. the change in the tobacco business has determined ^{me} to lessen my culture of that article in Bedford, & I have consequently begun this fall to double my quantity of wheat sowed. I have thought it a duty to give you this detail of my affairs that you may judge for yourself of the want of the price of your lands. I cannot offer personal security because I never asked any one in my life to become bound for me in any debt. but I shall willingly give you such a lien as I did on the former occasion, which altho' not recorded, will be valid except as against a fraudulent sale to one who would have no notice of that to you. of this I think you will have no fear. - one article of your enquiry I have still omitted. you ask if the title to the land should not be withheld until all the payments were made? I mentioned this to

Mr Higginbotham, but did not press it as I observed his repugnance to it. you will be in possession of one third of the price when he is put into possession of the land, other personal security for the balance, besides the lien which the court of chancery gives you on the land ^{itself}, as long as it remains in the hands of the purchaser. this security seems to me abundant; but if you think otherwise I will press him as to the particular lien. to all the other points he has agreed, and authorised me to say he will be bound if you return an answer acceding to them. the execution of the writings in form may be after my return from Bedford, my departure for which place has been delayed by a fall from my horse about 3. weeks ago, which without breaking a limb, has considerably hurt me. my hope however is that I may be enabled to set out within a fortnight from this time. if you answer me immediately, and I should not receive it before I set out, I can have that particular letter sent after me, so as to relieve the suspense of Mr Higginbotham. I shall cheerfully execute any powers for you which you may find convenient for the conveyance of the title by letter of attorney, being in this & in all other cases entirely & affectionately

Yours

W. Jefferson