

(1814.)

Jefferson. March. 26. 14.
ap. 2

Dear Sir

Monkicello Mar. 26. 14.

In my letter of Feb. 23. I desired you to send me Mr Higginbotham's rent-note, as well as his bond. but the bond happened to be on the way at the time, and expecting that on the receipt of my letter you would send on the rent note also, I kept up the bond to deliver both together. two days ago however I received the indorsed note from Mr Higginbotham, by which it appears the rent is paid. I send him his bond now therefore, with a promise of the rent-note as soon as you can forward it in compliance with this.

I was sorry to receive from Col^o Monroe a letter in answer to mine, in which is the following paragraph. "Mr. Carter entirely misunderstood the import of my letter to him, relative to the mode in which the settlement of the interfering claims between Mr Short and me would affect Mr Short. I stated to Mr Carter that, let it be settled as it might, he would have to pay the sum given for the land only, with interest on it, according to my opinion. by this I meant that if I recovered of Mr Short, he would only recover of Mr Carter that sum, and not the price at which he sold the land to Mr Higginbotham. if Mr Short recovers of me, I can have no claim against Mr Carter. The decision in Mr Short's favor could only be on the principle that the boundary of my land, which was purchased first, had been correctly traced in my absence, in designating that sold to Mr Short afterwards. if Mr Short loses the small ~~strip~~ strip in dispute between us, he having purchased by a defined boundary has a claim on Mr Carter for it. that will, I am informed, by those in practice, be settled on the principle above stated; except that as he may be considered as having had possession till I gave notice of my claim, he cannot recover interest during that period? he then proposes to procure a meeting of Mr Carter and himself, to chuse arbitrators here and end the matter; to which I will certainly give every aid and urgency in my power.

he is certainly mistaken in supposing you to be in possession until he
justified his claim. The rule of law is unquestionable that where two co-
terminous tenants claim both a particular space of ground, the law
always considers him in the actual possession in whom the property shall
be ultimately found to be: hence the act of limitation never runs between
two such tenants. and the fact is that he has been as much in the ac-
tual possession as you, neither having cultivated or inclosed it.
ever and affectionately yours

W. Johnson