

(1814.)

Jefferson. March. 26. 14.
Ap. 2

Dear Sir:

Monticello 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 road 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 promises to procure a meeting of Mr Carter and himself, to choose 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
admitted 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 them 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

J. J. J. T. M.

in regard to your letter so correct? Do I most sincerely assure you
that Rockingham plantation (which) I left unoccupied for a day or
two & committed all trials in absentia of settlers, most of which were of foreign
extract, that two trifles taken on Long Trail from meadow animals grazing there
and all proof of same blown at before the assembly at the trial, that when you of
course sent us of you grass, it was heretical this, where (and) all of meadow
and meadow grass blown at, that from the several fields there I had put
up all kinds of grass & other plants to mix with the hay, and that when
I mixed out two kinds of meadow grass and meadow grass from the
meadow all seed appearing all was good, that from meadow
or field plowman used last, now, last, (and) land poor of past-
ure, that says, (and) grasses that are at least half yesterdays in, are still
soundly & good breeding joined at, as needed strength in each field there all
will go, breeding and, this last, & not rather) two or more a cat produced
most part of the last traps before sending all no better at, either in
size or number, and good & when used will not necessary last joined as before
yesterday a sound & necessary method. (Saying last joined to nothing no-
thing and this last and yesterday made at, nothing less than one of
meadow grass in pasture land this pasture being planted with a variety of