

Dear Sir

Monticello Feb. 10. 13.

My patience has been put to the proof, and yet I have not been one moment in default. in my letter of Dec. 26. soon after my return from Bedford, I promised as soon as I had got thro' ~~the~~ answering letters &c. accumulated during my absence, your affair should be taken up. The course of letter-writing was finished about the 13th of Jan. and I immediately set in to the preparation of your papers. after all were written except the deed, for which Carter's deed to you was necessary, I went to the clerk's office for it, & received for answer that the deed was there but not yet recorded for want of acknowledgement or proof. I could not believe it & immediately went there myself. I found that I had myself got the deed executed by Mr & Mrs Carter on the 8th of Dec. 96. that on the same day I had taken out & put into the hands of Commissioners a Commission to take her privy examination, which had been executed, returned & recorded, & being to depart soon for Philadelphia, had relied on Mr Carter's acknowledging the deed in court. my long absence ^{thereafter} & confidence that he, being at court every court, could not fail to make the acknowledgement occasioned my never doubting or enquiring about it, until the present call required it. seeing however the state of the thing I prevailed on the Clerk to trust me with the original deed, on my giving him a written obligation of responsibility for it's safe return and instantly (Jan. 16.) dispatched a servant to Mr Carter's residence in Culpeper, about 60. miles hence, with the deed & a request that he would make the acknowledgement in Culpeper court. The servant brought it back with information that he was at Richmond on the assembly. I immediately inclosed it to him there with a request that he would acknowledge it in Henrico court which was to be on the 1st day of this month: he did so, & the last night I received it from Mr. Short.

him. on the closing this letter I shall go to milton, exhibit the acknowle-
-ment to mr Higgenbotham, have all the papers executed, & put them
into the post office there addressed to you, and tomorrow will carry
the original deed to the clerk's office where it will be recorded of
course. thus this blot is covered. The amount of price for which
I am to answer is considerably different from my expectation I
had supposed I owed Higgenbotham something under £2000. it
proved on settlement to be £2600. which with the interest past
and that to be incurred till payment, makes me responsible for
£1000. the 1st & 2^d year of £1000. the 3^d year. I have filled up my
bonds accordingly, and have no fear of not being able to fulfill them.
I have sowed 800. bushels of wheat this year, and shall hereafter be able
to sow 1000. bushels annually, and it is a reasonable calculation after
seed & the common waste is deducted to expect to carry a barrel of flour
to market for every bushel of wheat sowed. the change from the culture
of tobacco to that of wheat has wonderfully enlarged our profits.
before you execute the deed, you will observe 2. blanks in the courses
which being rubbed out in the original I am in hopes you can insert
from the press copy. That you may know how it is to be executed
and authenticated, I copy the words of our law for your guidance.
you will find in the bonds that any change in the weight or fineness
of the dollar is provided against. I send you mr Higgenbotham's
mortgage merely for perusal. on returning your deed executed this
must come with it, & I will have it executed & recorded. I send you
a similar one from myself which you must keep for my satisfaction.
if I should die before discharge of my bonds, you can then have it re-
-corded. while I live, I am sure you will be satisfied that I shall not
make sale of the lands to a purchaser without notice, & it is good against
all others without being recorded. the bottom of my page warns me to add here
the assurance of my affectionate friendship & respect
Th: Jefferson

1813.

Jefferson Feb. 10 - 13

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I have on the closing of the letter which you have
 sent to me Higgenbotham have all the
 into the part of it which is addressed
 the original deed is the check of the
 name, this has not been covered
 I am to answer it considerably different from my
 had supposed I owe Higgenbotham a considerable
 pound on settlement to be it also which with the interest just
 and that to be incurred till payment makes me responsible for
 from the 1st of year till 1800 the year I have filled up my
 with accordingly, and have no fear of not being able to fulfill them
 than you are but that of what the year, and that benefit is only
 in my hands annually, and also a reasonable estimate in the
 the common mode, I intend to expect to carry a barrel of the
 with you every barrel of what would be the change from the
 to that of what has been fully enlarged and supplied
 you will find in the deed you will find 2 barrels in the
 have been rubbed out in the original, and on paper you can
 from the press copy, that you will have here it is to be executed
 and substituted, I hope the want of one less for your
 you will find in the book that any change in the weight or fineness
 of the coin is provided against, and you will find Higgenbotham's
 and your own for payment, on receiving your deed executed but
 must come with it & I will have it executed & received, I send you
 a receipt for the same which you must keep for my satisfaction
 if I should die before discharge of my bonds, you can then have it
 work for while I live, I am sure you will be satisfied that I shall
 make use of the book to a purpose without notice, & it is your
 all done without being executed, the letter of my wife's name is taken here
 and I am sure you will be satisfied that I shall