0557

The Union Springs' case has been appealed but the record has not been printed, & the costs amounting to several hundred dollars are, yet, to be paid, before that can be done, and the case heard — Now, I have already paid out some four or five hundred dollars, of costs, in the cases here — and I am unwilling to pay out any thing more. My agreement with you, does not require me to prosecute an appeal & pay the costs, the very considerable costs attending it, all at my own risk, and for a chance of securing only one fifth of the property. I insist that you must pay the expense & costs of an appeal. I will do all the labor — although it is outside of our Contract — freely & willingly, but am unwilling to do more. — Or, if you will divide the property with me, if we succeed in the Court of Appeals, giving me a ninety instead of a fifth, as our contract is, I will still go on, of course, I only (referring) (I cannot make the road any thing else, the letters are so run together) to the 18¾ of the Union Springs tract. Mr Galloway C. Morris & myself cannot agree at all. It seems to me, that he yields in nothing; I had to help to pay Mr Mc Mantrie's charge of $1000, although it was distinctly understood that I should not be required to pay any of the expenses outside of Virginia so, so as to another matter. I am not at all content as to these matters. They are still unadjusted & I wish you to think of them, until I come to Phila^da.

Very truly &c

John E. Roller.

Copy of my reply.

520 Tasker st. Phila^da

Tuesday. Septr 30th 1884.

John E. Roller Esq

Dear Sir,

Your's of Septr 26th was this morning received. Your draft has not yet been presented, but I am ready to pay it, by a check on the Pen^na Life & Trust Co, when it shall be. I intend to copy your letter, received