Balto 4th July 1837

Yrs My dear father of the 28th June ult was rec'd In relation to Duncan I can say nothing, that Matter allow me to leave to you as I am disposed to believe him very cunning & not being on the spot do not know what to advise — I hope Rogers has obtd the money from Smith. out of that or any other money you or he may receive on my acct please retain $1.50 for Tons shoes. I have written a very pressing letter to Marshall to make some arrangement with the Bank, either by him surrendering his trust to them — by Mr OB making an assgt of the decree in their favour & waiting until the money market got better — his letting the note & taking the assgt or getting some one else to do so.

I had previously written to the Bank not to sue sooner than was necessary & that a few days before the Court would answer as well as now — since when if not previously sued on Carroll City has been made, & when, owing to the imperfection of the law, they can sue you, I cannot say — it makes no provision for a Sheff & how the Matter may result as to their time of issuing writs I know not. In all probability Mr O & myself may be sued before you

I fear the removal of my office to my house has not benefited me but on the the contrary however I did it to spare expense this the spring to make a needed move — H is delicate all the rest well in all things I hope, give my love to Mother & the family not forgetting my boy

Yrs ever

C Binnie Jr

Mr C Binnie
near
Jerry Town
(now) Carroll County

Balto Feb. 15 1837
C. Binnie Jr

Clot. Binnie Esq.

Dear Sir

Bessbro 15 July 1837 —

It was useless my writing to you till I got your little property here, rescued from the embarrassment in which it was placed by an injunction being laid on the tenants not to pay rents, & by Wallace threatening instantaneous ejectment if the rent was not paid to him. I have at length got it arranged after a great deal of controversy with Wallace by making him procure a title from the assignees of Norman Grey, who is a Bankrupt, to justify me in paying him. This was at first incorrect, as the conveyance did not include Toppin's tenement, & he had afterwards to get another, which remedied the defect. I was then obliged to pay him, or he would instantly have laid you under heavy costs. Having got this arranged I was enabled to collect the rents.

On investigating your claim against the estate of the late Mr Napier I discovered that you could only prove against it for £80.19.2 being the amount at your credit in his books, for rents received by him till Nov. 1829, instead of till Nov 1832 as stated in your account. This had to be clearly & distinctly set forth in the affidavit, as the Court would not allow any thing to be charged against the estate that had been received after the decease of Mr Napier. The balance of the acct £102.6.10½ is chargeable against Sam Napier's Estate, & I investigated some of the receipts from Nov 1829 till Nov. 1832 & find that they have been given by Sam Napier in his own name. I applied to Mrs Magill his Exr on the subject, & explained to her that there was only one way of accounting for it, viz. that Sam may have applied

Clot. Binnie Esq.
Thorndale
Jerry Town
Frederick Co.
Maryland
United States

Dublin 15 July 1837
Samuel Napier

FREE
SHIP
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Mr Napiers address is Marshalsea Dublin