the amount of the purchase money, and agreed to wait for my answer to his proposition untill I could have time to visit Allegany and examine the land for myself provided I gave him a final answer before the first day of the present — While in Allegany in pursuance of this arrangement, I was informed by the sons of Mr. Cunningham that Mr. Wayman had no interest in the land whatever They said that he incurred no loss by reason of his secretyship for their father that every dollar of the debts for which Mr. Wayman was responsible had been paid by them. This informed I returned to Frederick early in May and wrote to Mr. Wayman informing him that I could not take the lands on the terms he had proposed. We then opened a negotiation with Mr. Schley which resulted in the contract which I suppose you have seen under these circumstances we could not consent to entertain the propositions you have submitted. But besides taking it for granted that our present purchase would stand good, We have contracted with the Messrs Cunninghams for the purchase of fifteen thousand acres, more, of these lands, lying in the vicinity of "Patent Worth" and "Glen Eyry" and immediately adjoining them, For this last purchase we have agreed to give a price per acre, much exceeding that we are to pay for the lands you asked to recommender, and a price beyond any thing we would have agreed to give but for our first purchase from Mr. Schley. Having thus fully and frankly explained this transaction, I may be permitted again to express the hope that you will forbear to assist Mr. Wayman in putting us to expense and trouble, more especially as such a proceeding would possibly eventuate in no good to you or to the Gentleman for whom you are acting because if you could succeed in opening the bidding, it may be that an offer for the lands would be made beyond what you or your friend or Mr. Markell or myself would be willing to give. If you would have the kindness to give me the name of the Gentleman for whom you are purchasing it is possible he and I could come to some terms that would avoid a long expensive and protracted controversy. Offering an apology for the unavoidable length of my letter. I am very respectfully yours

Gen. Duff Green. Francis Thomas.

J. S. A. No. 11.

Dear Sir. Frederick City Md. June 4th 1847.

A short time since I purchased of George Schley Esq. between fifteen and sixteen thousand acres of land lying on the West side of the Big Back Bone mountain in Allegany County Md. The estate was sold by Mr. Schley as trustee, under a decree of the High Court of Chancery of this State, as the property of the late James Cunningham, for the payment of certain debts of said Cunningham, Mr. Schley advertized the land for sale as early as last November and on the day designated the land was put up at public sale but the offer then made was so inconsiderable that the trustee declined the bid and drew the property in He then offered it at private sale in the public papers and continued the same for several months, untill I made him my offer which under the circumstances surrounding the estate I thought liberal and the trustee doubtlessly thought so too, and closed with me, and we became bound for the contract in an instrument of writing under seal. The purchase is mine and I am ready any moment to pay the

trustee the consideration money as stipulated in the contract, The estate or a part of it was sold for taxes several years ago, and a deed passed from the collector to the purchaser, who now claims under said deed, This and other difficulties surround the land, I make the above statement to you presuming that are not aware of the condition of the land at present nor were you aware at the time you made the offer to the trustee that a fair and Honourable sale had been closed and concluded.

Yours with regard.

Jacob Markell.

Genl. Duff Green.

Genl. Duff Green or son Washington City, D. C.

J. S. A. No. 12.

Cherrie Dale, Dec. 17th 1845.

Dear Sir. In my last letter I promised to write you in a few days & send a copy of Thomas F. M'Kaig's opinion as regards the land that was sold for taxes. he examined the advertisements &c & I send you exactly what he says word for word, I should have done this sooner but it entirely escaped my memory. James Cunninghams heirs Meadow Mountain Glade 645 acres, the amt of taxes at time of sale $75.68 to Patent Worth 4624 acres, oath made by Edward A. Sliver, Clerk & book keeper for Robbin Murphy & Rose publishers of the American & Commercial Daily advertiser, Record August 11. 1843 For the National Intelligencer oath made W. W. Seaton one of the firm of Gales & Seaton & made oath on the Holy Evangely of Almighty God that the annexed advertisement of delinquent land in Allegany County has been published in the National Intelligencer once a week for four successive weeks commencing on the 7th March 43 recorded Aug. 9th 1843 Sale took place August 21st 1843, The defect in the proceedings is the same by which I lost the ejectment case of Pacen vs M. Cobb & Miller at last Court Neither of the affidavits say where the news papers were published and the last one does not say that Gales and Seaton are the editors of the National Intelligencer a paper printed in the District of Columbia. The law also requires the advertisement to state the name or names of the owner or owners, Here no names are stated, it says James Cunninghams heirs but does not say who those heirs are or what their names are, Our Court of Appeals have decided that this is defective, the Court requiring the strictest kind of compliance with the law a litteral compliance or the sale is not good, consequently I have never known a collectors sale to be held good in our Court.

(Signed, Thomas F. M'Kaig July 16th 1845.

After M'Kaig gave this I advised a compromise if possible but there could be none effected I hope that this may find you enjoying your health what was the amount of rent you charged myself & Mrs Green. The snow has been very deep and it has been very cold it has moderated to snow again, We have every appearance of snow at this time. I hope that the Falconer & Markell business has been settled before this I answered your last letter immediately on the receipt of it. Let me hear from you soon how you are &c.

I remain sincerely your friend.

Wm. B. Cunningham.

Henry Wayman Esq.

Poplar Springs Howard District Md.

J. S. A. No. 13.

Washington Aug. 19th 1847.

Sir.