

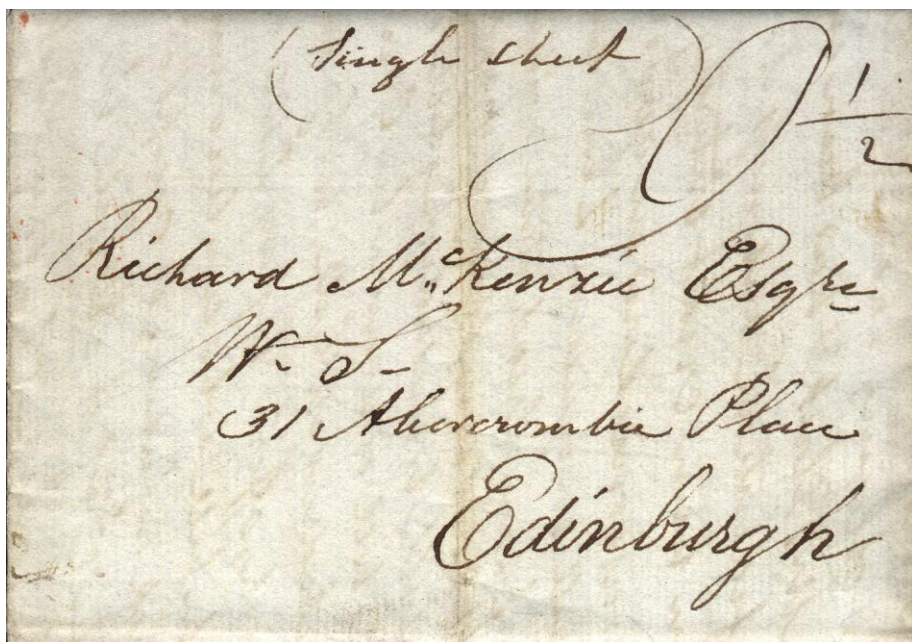
Gatehouse Postal History

1829 – 24th October

John Brown, Enrick
to Richard McKenzie W.S., Edinburgh

Postal charge was 9½d.

front



back



that not suitable with any of your own effect, which ever
 afterwards total forfeiture of the bond & Creditors. The lands
 were immediately let to an unworky of the estate & taken
 which was within your power of the bond of the former
 and interest, to me had no subscription of the estate, & the
 former has been let at a rent fully by him than the
 average of the land produced by your own management
 shall be his affairs even in a bankrupt estate yet we can take nothing
 the is better in our debt than otherwise - I trust you will
 excuse this length of this letter, and I would to give you shall state most

(Single sheet)

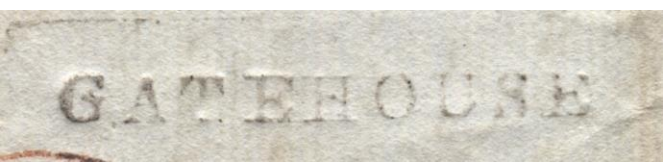
Richard M. Kenzie Esq
 W. L.
 31 Abercrombie Place
 Edinburgh

GATEHOUSE



John Brown
 24 Oct. 1829
 27
 Mr. Kenzie
 31 Abercrombie Place
 Edinburgh

Re : Dispute over liability for deceased contractor's debt



Gatehouse collection stamp



Edinburgh receiving stamp

Mr. Black of ... £150 of the bill & give up the
 ...

Richard McKim - Esq
W. L. Edinburgh

Enwick 24 Oct - 1829

Dear Sir

I received yours of the 21st last night -
on my return here from Deudrop - stating that Mr Black
Wright, Agent for the British Linen Co^{rs} in Wigton, had written
to you to know the names of Mr Hughans Curators, & that he
intended to raise an action against them for payment of a
Bill for £187 discounted by the late Gordon Green on
Shepherd in Falbar - In order that you may understand
the nature of the business I think it will be best to give you
a narrative of the facts - At the time I got the management
of Mr Hughans property you are aware that Falbar & Cudrough
were in the possession of the Curators & had been for some
years managed by Mr McLean, who residing on the
adjoining lands of Mark had them under his eye - However
as my place of residence was about 15 miles distant, I was
anxious that these farms should be let, but as the stock
was on the land & as it was considered an unfavorable
time both for disposing of it and for letting the farms
I was requested to continue to manage them with the assistance
of any respectable person residing in the neighbourhood
as an overseer to look occasionally after the Shepherds
& to assist at the buying & selling of the stock -

The late Gordon Green, who resided on the adjoining
lands of Cool & who assisted several Gentlemen in
the neighbourhood, in the management of rural
concerns - was recommended to me as the most honest
& confidential person that could be got, &

The late Gordon Green, who resided on the adjoining
lands of Cool & who assisted several
the neighbourhood, in the management of rural
concerns - was recommended to me as the most honest
& confidential person that could be got, &
as he agreed to superintend the management of the
lands & have the remuneration ^{for his services} to the Curators or to me,
he assisted in the valuation & inventory of the stock &
continued to devote what time he could spare
to attending to these lands - As he had occasion to
be at Falbar only two or three times in the week
he said he would be satisfied in the meantime
with the price of the mags. mails let to the people

about Crutcheon which amounted to about
Twenty pounds annually - & said that he would
^{refer} any further remuneration to the Curators or to
Mr Hughson when he came of age, provided
he gave complete satisfaction to all parties -

When Mr Stewart was appointed one of the Curators
he frequently visited Falbar & was very much satisfied
with his vigorous Management, & being better acquainted
with him than I was, he approved of his continuing
to manage the Lands, It was agreed on, that he
was to assist in buying & selling the Stock, but
he was not to do so without previously consulting
either with Mr Stewart or me, He was strictly enjoined
neither to purchase nor sell either Sheep or Cattle on
credit, but to do every thing by ready money, nor were
either Mr Stewart or I ever aware that he had in
any instance done otherwise till after his death

When he wanted money to pay the Cattle he had
purchased with the sanction of Mr Stewart or me, I gave
it to him, & when he disposed of Sheep or Cattle with
the sanction of either of us, he either paid this amount
to me, or with part of the price purchased young
cattle to replace those sold & paid the difference

to me, I frequently paid a visit to the Lands
I examined the Stock on the Lands & charged
myself with the cash I had received from him
in the course of the year, as the rent of the Lands

In this way matters continued, & a few years ago
he came to reside on Falbar, as the house was
standing empty, but he still continued to do business
for several Gentlemen in the neighbourhood
in assisting them to buy & sell Stock as formerly

viz Mr Agnew of Leuchan, Mr Maca, & Mr Black
on Droyton low how he was particularly obliging
& he was in Dumfries buying & selling cattle for him

the week before his death - On his reading instantly out
Fulber the only addition made to his wages
was, in getting a Cow kept, and four bolls of meal
in the year - Things were managed in this way
till Grov last when he suddenly died of an
apoplexy, & it was not till after his death that
either Mr Stewart or I were aware he had ever dealt
on credit or in bills, for neither Messrs Black, McCaa
nor any of the bankers who gave him credit ever
mentioned the subject to Mr Stewart or me till after
his death, & altho they saw me frequently, Mr Stewart
almost daily, they never enquired whether Grovson
was allowed to discount bills - Grovson was a
very active intelligent & obliging man & as he was
very intimate with Mr Black & had been employed
by him often in confidential business, Mr Black
had no doubt given him credit entirely on his
own credit as he was considered in good circumstances

In regard to the bill in question I can say little
nothing, for as I have already stated neither
Stewart nor I know any thing of it nor of
any of his other bill transactions till after
his death - This bill is drawn by Grovson
and accepted by a Mr Andrew Mc Gill, who in my presence
soon after Grovson's death, offered to pay £100, the rest
being he said added to the bill to be an Accommodation
to Grovson - Mr Black refusing to accept of the £100
performed diligence on the bill & put Mr Gill in Jail,
Mr Gill had previously failed & he then took out a Cessio,
Mr Black has often applied to Mr Stewart & me for
payment of this Bill, but we considered as we never authorized
him to draw or accept bills, nor were aware that he

Mr Gill had previously failed
Mr Black has often applied to Mr Stewart & me for
payment of this Bill, but we considered as we never authorized
Grovson either to draw or accept bills, nor were aware that he
had done so, we could not be liable, Besides the bill in question
seems to have merely been an Accommodation bill, for it
states only value received without referring to any transaction
& as Grovson did business for other Gentlemen, I might be
as much concerned with their business as with ours -
I understand there is a case on point lately decided in the
house of Lords in the year 1825. Telford (Shirling Bank) against
James Wood & James - When Arnot their Agent drew a bill in
his own name for the price of goods of theirs sold to Paterson
& Paterson & he failed the Bank brought an Action against
James Wood & James as liable for Arnot their Agent, they
were held liable but this decision was reversed in the
house of Lords - but you will know about this case
much better than I can inform you -

On getting information of Gordon Greerson's death, Mr Stewart
at the request of his friends, immediately went to Falbar & sealed up
his repositories, & after the funeral these repositories were opened in
presence of Mr Stewart & me & the relatives of the deceased & an inventory
of their contents taken & the whole papers were lodged in the hands
of a writer in Newton Stewart, but to keep ourselves clear we
did not meddle with any of Greerson's effects, which were
afterwards sold for behoof of his Widow & Creditors. The lands
were immediately let & an inventory of the stock &c taken
which was within a few pounds of the value of the former
inventories, so we had no extraordinary profits, & the
farm has been let at a rent fully higher than the
average of the rent produced by Greerson's Management
& altho' his affairs were in a bankrupt state yet we owe him nothing
he is rather in our debt than otherwise - I trust you will
excuse the length of this letter, but I wished to give you a full statement -

Mr Black offers to take £150 of the bill & give up the
case, which shows he is doubtful of it, notwithstanding
his great parade about the opinion of Counsel, He
threatens also to call a meeting of the Creditors of Greerson
to raise the action in their name, but it is probable few
or none of them will join him. Mr Stewart paid the
Shepherds their wages due at Greerson's death & also several
tradesmen's accounts for farm work, wages of shears &c
but we paid no bills nor any of Greerson's debts - If you
please to write to Mr Stewart he will corroborate all that I have
stated & you can consult Counsel if you think proper, but
I am sure you will disapprove of litigation if it can possibly be
avoided, A mutual reference might be made to Counsel,
but this will depend on the parties agreeing as to the facts. Mr Black
must have given a very partial statement to obtain the opinion of
Counsel in the way he alleges. I am Dear Sir Yours very truly J. Brown

Dear Sir

I received yours of the 21st last night – on my return here from Dumfries – stating that Mr Black writer & agent for the British Linen C^o in Wigton, had written to you to know the names of Mr Hughans Curators and that he intended to raise an action against them for payment of a Bill for £187 discounted by the late Gordon Grierson Shepherd in Falbae. In order that you may understand the nature of the business I think it will be best to give you a narrative of the facts. At the time I got the management of Mr Hughans property you are aware that Falbae & Culcronchie were in the possession of the Curators. I had been for some years managed by Mr McLean, who residing on the adjoining lands of Mark had them under his eye. However as my place of residence was about 15 miles distant, I was anxious that these farms should be let, but as the stock was on the land & as it was considered an unfavourable time both for disposing of it and for letting the farms I was requested to continue to manage it with the assistance of any respectable person residing in the neighbour-hood as an overseer to look occasionally after the shepherds & to assist at the buying & selling of the stock. The late Gordon Grierson, who resided on the adjoining land of Cool & who assisted several gentlemen in the neighbourhood, in the management of rural concerns - was recommended to me as the most honest skilful & confidential person that could be got & as he agreed to superintend the management of the lands & have the remuneration for his services to the Curators or to me he assisted in the valuation & inventory of the stock & continued to devote what time he could spare in attending to these lands. As he had occasion to be at Falbae only two or three times in the week he said he would be satisfied in the meantime with the price of the (moss mails ?) let to the people about Creetown which amounted to about twenty pounds annually. I said that he would refer any further remuneration to the Curators or to Mr Hughan when he came of age, provided he gave complete satisfaction to all parties. When Mr Stewart was appointed one of the Curators he frequently visited Falbae & was very much satisfied with Grierson's management & being better acquainted with him than I was he approved of his continuing to manage the lands. It was agreed on, that he was to assist in buying & selling the stock, but he was not to do so without previously consulting either with Mr Stewart or me & he was strictly (enjoined ?) neither to purchase nor sell other sheep or cattle on credit, but to do everything by ready money, nor were Mr Stewart or I ever aware that he had in any instance done otherwise till after his death. When he wanted money to pay the cattle he had purchased with the sanction of Mr Stewart or me, I gave it to him, & when he disposed of sheep or cattle with the sanction of either of us, he either paid this amount to me, or with part of the price purchased young cattle to replace those sold & paid the difference over to me. I frequently paid a visit to the lands & when I was making up my yearly accounts I examined the stock on the lands & charged myself with the cash I had secured from him in the course of the year, as the rent of the lands. In this way matters continued & a few years ago he came to reside on Falbae, as the house was standing empty, but he still continued to do business for several gentlemen in the neighbourhood in assisting them to buy & sell stock as formerly viz Mr Agnew of Sheuchan, Mr McCaa, & Mr Black in Wigton to whom he was particularly obliging & he also did business for Major Campbell of Cassencary & he was in Dumfries buying and selling cattle for him the week before his death. On his residing constantly at Falbae the only addition I made to his wages was in getting a cow kept and four bolls of meal in the year. Things were managed in this way till Nov^r last when he suddenly died of an apoplexy & it was not till after his death that either Mr Stewart or I were aware he had ever dealt on credit or (unBills ?), for neither Messrs Black, McCaa nor any of the bankers who gave him credit ever mentioned the subject to Mr Stewart or me till after his death, & altho they saw me frequently & Mr Stewart almost daily they never enquired whether Grierson was allowed to discount bills. Mr Grierson was a very active intelligent & obliging man & as he was very intimate with Mr Black & had been employed by him often in confidential business, Mr Black had no doubt given him credit entirely on his own credit as he was considered in good circumstances. In regard to the bill in question I can say little or nothing, for as I have already stated neither Mr Stewart nor I know any thing of it nor of of his other bill transactions till after his death. This bill is drawn by Grierson and accepted by a Mr Andrew McGill, who in my presence soon after Griersons death, offered to pay £100, the rest being (in hand ?) added to the bill when an accommodation to Grierson. Mr Black refusing to accept the £100 raised diligence on the bill & put McGill in jail. McGill had previously failed the then look out a Cessio. Mr Black has often applied to Mr Stewart & me for payment of this Bill, but we considered as we never authorised Grierson either to draw or accept bills, nor were aware that he had done so, we could not be liable. Besides the bill in question seems to have merely been an accommodation bill for it states only value received without referring to any transaction & as Grierson did business for other gentlemen, it might be as much connected with their business as with ours. I understand there is a case in point lately decided within the House of Lords in the year 1825. Telford (Stirling Bank) against James, Wood & James.

Where (Arnot ?) their agent drew a bill in his own name for the price of goods of theirs sold to Paterson as Paterson & he failed the Bank brought an action against James, Wood & James as liable for Arnot their agent, they were held liable but this decision was reversed in the House of Lords - but you will know about this case much better than I can inform you.

On getting information of Gordon Grierson's death Mr Stewart at the request of his friends, immediately went to Falbar & sealed up his repositories, & after the funeral these repositories were opened in presence of Mr Stewart & me & the relatives of the deceased & an inventory of their contents taken & the whole papers were lodged in the hands of a writer in Newton Stewart, but to keep ourselves clear we did not meddle with any of Grierson's effects, which were afterwards sold for behoof of his widow and creditors. The lands were immediately let & an inventory of the stock etc. taken which was within a few pounds of the value of the former inventories so we had no extraordinary profits, & the farm has since been let at a rent fully higher than the average of the rent produced by Grierson's management & altho' his affairs were in a bankrupt club yet we owe him nothing & he is rather in our debt than otherwise. I trust you will excuse the length of this letter, but I wished to give you a full statement.

Mr Black offered to take £150 of the bill & give up the case, which shows he is doubtful of it, notwithstanding his great parades about the opinion of Counsel. He threatens also to call a meeting of the creditors of Grierson to save the action in their name, but it is probable four or more of them will join him. Mr Stewart paid the shepherds their wages due at Griersons death & also several tradesmens accounts for farm work, wages of shearers etc, but we paid no bills nor any of Griersons debts. If you please to write to Mr Stewart he will corroborate all that I have stated & you can consult Counsel if you think proper, but I am sure you will