

(Copy)

"We have to acknowledge the receipt of your letters of 18th & 19th ulto. In reply to the former we beg to inform you that we cannot enter into the question between General Scapreion & Mr. Tyson respecting the crop on the grounds, at the time of that Gentlemans entry upon the Estate - nor can we make any payment towards the rent till the arrangement is completed and we have Mr. Tyson's directions to that effect. He has distinctly stated to us that the General is to account to him for the produce shipped to London subsequent to the 1st Feb^r last, on what grounds however we know not. The Draft Lease is correct in confining our guarantee to the payment of the rent, that being the extent of our engagement. We do not therefore consider it necessary that we should see this document."

Dear Sir,

I send you an Extract of a Letter I have received from Mess^{rs} Demmistons - in which you will observe they refuse to pay the rent until the Lease is settled & they have the authority of Mr. Tyson, & they also refuse to be guaranteed for the performance

of the covenants - This latter very much increases the difficulties of the business - assuming as I will for the present that Messrs Dennistoun could in Scotland be obliged after the Lease is granted in compliance with their engagement to be collected from their whole correspondence to guarantee the Rent and Covenants I conceive that until the Lease is granted you have no strict legal demand against them & when it is, you would have to enter into litigation with them on the subject in Scotland - It is to be considered therefore whether you will grant a Lease to Mr. Tyson with ^{the prospect of} this trouble with the guarantees or whether it will not be better to send out Instructions to Mr. Peckwood & Mr. Woodley to insist as a sine qua non that Mr. Tyson should procure some guarantee for the performance of the other covenants besides the payment of the rent - This is the inclination of my mind. - For to grant a Lease without a Guarantee for the performance of the Lessee's Covenants including the making good the reappraisement, to a man of whom you know very little even by report, appears to me most imprudent & to do so in the hopes of obliging Dennistoun in a Court of Law in Scotland to guarantee them is not a situation in which you would willingly place yourself - It being held in mind that independent of any arguments by which they might contend they had not agreed to guarantee the covenants it may perhaps be argued for them that having given you notice before the Lease was actually granted that they would not be responsible beyond their guarantee, they may be held limited to that extent.

The inclination therefore of my mind is to return the draft Lease altered with respect to the extent of the Guarantee & the last crop, & to insist that Mr. Tyson should now account for the crop & obtain a proper Guarantee as well for the performance of

the covenants as the payment of rent - I foresee much difficulty
in case he should not comply with these terms on account of
his being let into possession, but conceive that is less to be dreaded
than having a tenant of little substance without any Guarantee
for his covenants & re-appraisement.

With regard to Mess^{rs} Dennistons construction of their
guarantee, I cannot conceive upon what principle they so consider
it; Their last letter of 15th May it is true only mentions the rent,
but in that they stipulate to have the Lease granted to themselves
& in all the previous correspondence the covenants are expressly
referred to.

I have given the matter as much consideration as I have
been able since the receipt of Mess^{rs} Dennistons letter, but it is
so full of difficulty that unless you entirely coincide with me -
or have a decided opinion on the subject it would have
been more satisfactory to have the sanction & opinion of
of some counsel on the course I recommend & I would if you
approved it have a conference accordingly. - Every step that is
taken in a business of this description is important & I do not
think the additional expense attending the best advice that
can be obtained should be an object. -

I remain

Ely Place
12th Jan^y 1820

Dear Sir
Your faithful &
Obedt Servant

John Hopton Jones

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Gen
As you will know - but from the General Character he bears in
this Country it w^d be weakness in the extreme to place an implicit security
in him - At the same time w^d have me to injure his feelings without

Dullingham House Jan 19. 1820

My dear Sir

I now resume my pen to acknowledge your very serious & friendly letter of the 12 Inst. I am not much surprised at Messrs Demmestoun's conduct as no doubt Fyson has imposed on them by a misrepresentation of facts. Fyson's first letters state expressly that Pichwood w^d accept the terms he offered & that the Crop purchased was to be sent home & consigned to Mr Woldman for me - added to which Fyson has positively drawn a bill on me for £240 towards the expense of manufacturing the Sugars already sent to Mr Woldman who mentions what he received as being sent in very small hogsheads - I feel greatly obliged by the consideration you have given the Subject. but if you wish to consult Counsel upon points of difficulty that occur to you I beg you will do so. as I by no means object to the Expense - From the first I made known my resolution not to let my Estate to any one without an approved security in this Country for the payment of the Rent & performance of Covenants - and Pichwood seems to have acted upon that principle as he only let it conditionally - I still hold the same sentiments but I think it w^d be as imprudent to release the Demmestouns from their avowed responsibility as it would be not to insist on Fyson's producing a proper person to guarantee the performance of Covenants &c. I highly approve of your writing to Mr Woadly & to employ him professionally under your directions in my behalf, to shield me from the wily hands I have fallen into - I deem it necessary to inform that I am not personally known either to Pichwood or Fyson having never seen either of them - the former Gentleman (as a friend of Mr Felix Clays) being resident out of Island kindly undertook to give on his account to give me any information he could collect relative to my Estate - he afterwards offered to render me any service in his power & I have heard from him at sundry times on the Subject as

as you well know - but from the General Character he bears in
this Country it w^d be weakness in the Extreme to place an implicit security
in him - At some time w^d have me to injure his feelings without
essential Cause - As for Tyson I have no other feelings towards him
than to compell him to fulfil his Engagements - The mode of doing w^{ch}
I shall leave entirely to you and I shall place the most perfect reliance
on your doing every thing in your power to promote a speedy & an
honorable termination to this apparently unfortunate business
I remain Sir yr Obedt Servant

M119 B7

Ms. Ho. Boston Feb. 12. 1820
to a Copy of Amintors Letter
bearing the sig of Rent. with
advise for the measures to be pursued
in consequence
to Mr. Leffly Jan 19. 1820

near Newmarket
Dullingham House
Genl. Leffly

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