

For the Honorable James S. Hall most readily be
governed by the Customs of Country Pickwood. Can letter they you

Dear Sir,

I have perused your letter received this morning
with its enclosures -

With regard to the allowance to be made to Mr.
Tyson for taking off the crop, I concur with you that it
should be left to Mr. Pickwood, & that you should write
to both the Gentlemen to that effect, & request Mr. Pickwood
to make such allowance to Mr. Tyson in that respect as is
customary & fair. - Mr. Wildman having in some measure
agreed to provide for the Bill already drawn, it is desirable
the consignments should be made to him, which appears to
be the case, & for Mr. Tyson's proportion of the proceeds, if
it is ultimately agreed he should be paid in that way you
can account to him -

I have referred to Mr. Pickwood's former letter as to the
buildings for which Lord Romney's Agent claims payment as
also your note of the state of them from Mr. Davies' letter.

I don't see with what view Mr. Pickwood wished that
question to be referred to the parties here, as I conceive
it can only be settled in the Island, where they have the
last lease & all the Evidence on the Subject - & if it cannot
be agreed, I see no other way to settle it, than to resort to the
Opinion of a Court as mentioned in Mr. Pickwood's letter -

From the Statement of the Terms of the Lease in your

letter & the facts in Mr. Rickwoods, I conceive Lord Romney would have great difficulty in establishing his claim, but if he recovers any part he would probably obtain his costs, and knowing the great expence of Colonial litigation I should recommend Mr. Rickwood unless he were advised your case is very clear to make some sacrifice by way of compromise to conclude the business, & in this respect to act under the advice of his counsel.

I observed the contents of Mess^{rs} Dennistouns letter & that in consequence you determined to accept Tyson as your Tenant. - Under the circumstances, with reference to Mr. Tysons Situation as conjectured from the information obtained by Mr. Hall, I dont know that this Letter from Dennistouns can be considered as more satisfactory than their last - They now only agreed to guarantee you "on receiving the security offered by Mr. Tyson" If Mr. Tyson does not comply with his promise to them you will certainly not have granted the Lease to Tyson, as your promise to do so will be conditional (viz^t on receiving the Guarantee from Dennistouns) but you will have lost Lord Romney - To make you as secure before you break with Lord R. as circumstances admit, you ought to have Dennistouns absolute engagement by Letter to guarantee the Rent, & let them & not you rely on the assurance of their friend that he will fulfill his proposal to them. - They can only refuse to give you at once an absolute guarantee on the ground that Mr. Tyson may fail in giving them the Counter Security, but if they have that doubt, you cannot

be expected to be without it.

I don't know how you now stand with Lord Romney, whether you would have a probability of coming to Terms with him, but if you agree to grant the Lease to Tyson under Demistours present or a more absolute guarantee, the best plan would be I think to inform Mr. Pickwood that you had done so & to request that the Draft of the Lease might be prepared by Mr. Woodley in St. Kitts & sent home to be executed by you here upon receiving the proposed guarantee from Mess^{rs} Demistours, and as it is preferable for you to have them execute their Bonds or other Instrument in this Country rather than by their attorneys in St. Kitts.

I believe I have gone through the principal points in your letter, & my observations as far as they agree with your Sentiments will enable you to reply to the several letters enclosed. —

I return you the letters & Copies &c. as requested, by the Mail. —

Ely Place
8th May 1819.

I remain
Dear Sir
Your faithful &
Obedient Servant

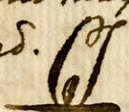
John Hopton Forbes

To Mrs Hopton Forbes Esq

Dullingham House May 7. 1719

Sir

Since my last I have receiv'd three Letters of your Material
import from Mr Skitts of which two from Mr Tyson & one from Mr Richwood
I Copy them for your perusal requesting you to favor me wth such answers as
you w^d advise me to give them - You have Mr Richwoods Letter to me amongst
those left you by Mr Hall which will give you a full Idea of Mr Mannes
in w^{ch} Mr Richwood accepted Tyson as a Tenant pro tempore & it is
for you to say whether I shall take the matter out of Richwoods hands
or let them remain subject to his direction as to the Condemnment
of the Sugars &c - Allowance for working them & in short every
thing that can belong to the Management of the Estates which
Richwood has compell'd me to take, or whether I shall accede
to Tysons request in his last Letter & suffer him to keep the Sugars
I must own I do not think I can do the latter without betraying
a Suspicion of Mr P. & using him ill at any time he probably thinks
he is doing me all the Service he can - You will see by a Letter
I send you from Mess^{rs} Dennisbourn that they agree to guarantee
Tysons Contract w^{ch} is to give me 1200 £ a year payable ^{by two} equal
half yearly instalments in London & more over to send me 40 Gals
of the best Rum made on a Statute & a Jar of sweetmeats every year
during a Term of 7 or 14 years - Of course I shall accept him
Mr Tyson has certainly in his correspondence shewn himself
to be a Gentlemanly liberal Man And as for as respects the Allowances
to be made to him for working the Estates I shall most readily be
govern'd by the Customs of the Country Richwoods last Letter shews you

will direct your closest attention & keep me out of a Law Suit if you can without
compromising my interest - His expressly covenanted in the late
Lease "that all the buildings & erections of whatever kind standing &
being on y^e Plantation or Land thereby demised or any part
thereof were to be View'd & examined by three persons therein
named & their Valuation to be binding on y^e parties & also expiration
of the Lease the buildings were to be revalued & if deficiency in Value
made good by Lord Romney but if any new or additional buildings
beyond such as were standing on y^e Estate at y^e Commencement of y^e Lease
shall be erected by D.R. they are to be separately valued & if I choose to pay y^e
appraised Value of them they are to be left standing but if I refuse to take
them at such Valuation then D.R. is at liberty to pull them down and
carry them away the Schedule of Valuation is not to be found and
therefore I don't see how any demand can be made upon me
Except for buildings erected since y^e Commencement of y^e Lease
& those to be such as were not previously on y^e Estate - My Family
never had any acknowledged att^{ch} to y^e Estate since it was originally
let to Mr. Sym Lord Romneys Grandfather consequently they relied on
the Honour of Heaven as the friend of both Parties as well as Guarantee to my
Family w^{ch} I see that y^e Covenants of the Lease were duly performed
If therefore you will consider this Statement as y^e fact & give me your
idea of y^e reply I ought to make to Richwood - you will have y^e goodness
to send me ~~there~~ to Mr. Richwood & Dunmestown without delay that I
may not lose a Packet & particularly Dunmestown Vial -
and I shall thank you likewise to send me the Letters Mr. Hall
left with you as I have no Copies of them and may often have occasion
to refer to them - I have y^e honor to be S^r. y^r Obed^t Serv^t. 

to the facts in Mr. Richwoods, I conceive Lord Romney

M11935

10
Lieut. Genl. Jeffreys
Dullingham House
near Newmarket



to Mr. John Hopkin Boston
May 7. 1819
Relative of General
Lee's Condygmunt
L L L