

Richard Fletcher

Papers

All settled on

Nov 15th 1879

If not delivered in 10 days, return to
R'd FLETCHER,
MOUNT LEBANON, Columbia Co., N.Y.

Letters of Mrs. P. M. L.

Supreme Court.

Sarah M. Lord

Plaintiff

vs.

Richard Fletcher

Defendant

Copy SUMMONS.

Seth N. Hedges

Plaintiff's Attorney.

Danville

N. Y.

Leave
To Richard Fletcher

Recd
Oct 17/79

STATE OF NEW YORK.

Supreme Court: *Livingston* County.

Sarah M. Lord

Plaintiff

vs.

Richard Fletcher

Defendant

} Summons.

TO THE ABOVE NAMED DEFENDANT :

You are hereby *Summoned* to answer the Complaint in this action, and to serve a copy of your answer on the Plaintiff's Attorney within twenty days after the service of this Summons, exclusive of the day of service; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated *March 12th*, 1879.

Seth N. Hedges

Plaintiff's Attorney

Office & Post Office Address
Danville

Livingston Co., N. Y.

Rec'd Mar. 17th a.m.
without any complaint attached or delivered

101
Supreme Court.

Sarah M. Lord
Plaintiff
against
Richard Fletcher
Defendant

By NOTICE OF RETAINER.

SIR

We have been retained by and appear for the defendant

in this action, and demand a copy of the complaint. All papers herein may be served on *us* at *our* office, *in Hudson*

office N. Y.
post-office address is *323 Warren*
Street Hudson N. Y.

Dated, *March 26* 18*79*

Richard F. Edwards
Att'y for Defendant

To *Miss A. Sedgwick*
Plaintiff's Att'y

Personal service of a Notice of which the above is a copy, is admitted this _____ day of _____ 18

Att'y for _____

Supreme Court.

Sarah M. Lord

Plaintiff,

against

Richard Fletches

Defendant.

COUNTY OF COLUMBIA, ss :

Burgess Speed Jr. of the City of Hudson, in said County, being duly sworn, says, that he is Student at law and Clerk to ANDREWS & EDWARDS, Attorneys for the defendant in this action, that on the 26th day of March 1879 he served Seth P. Hedges Esq., Attorney for the plaintiff in this action, with a notice of retainers.

a copy of which is hereto annexed. And this deponent further says that such service was made by carefully enclosing the said notice of retainers in a wrapper, and putting the same into the Post Office at Hudson, N. Y., that being the residence of the said ANDREWS & EDWARDS, directed to the said Seth P. Hedges Esq., at Cannonsville, Livingston, Co. N. Y. that being the residence of the said Seth P. Hedges Esq., and paying the postage thereon.

And this deponent further says that there is a regular communication by mail between Hudson, aforesaid, and Cannonsville aforesaid.

Sworn and subscribed before me this 26th day of March 1879

Charles A. Archer

Commissioner of Deeds, Hudson, N. Y.

Burgess Speed Jr.

Supreme Court.

Sarah M. Lord

apt

Richard Fletcher

Copy Complaint

Seth Hedges

Plym City

Danville,
N.Y.

in May 6. 1879

in May 5. 1879

in May 3. 1879

fol 1

Superior Court, Livingston County

Sarah M. Lord
 vs
 Richard Fletcher

The plaintiff complains of the defendant
 & for cause of action herein, alleges:-
 That on or about the 2^d day of July 1877
 in consideration that the plaintiff who
 was then sole & unmarried, at the request
 of the defendant, would marry him
 on request, the defendant promised to
 marry the plaintiff on request.

That the said plaintiff relying on
 the said promise & undertaking of the
 said defendant has always from
 thence hitherto remained & continued
 & still is sole & unmarried has been
 & still is ready willing & anxious
to marry
the defendant

That after the making of said promise
 & undertaking by the defendant & on
 or about the 15th day of February 1878
 & on or about the 16th day of December
 1878 & at divers other times the
 plaintiff requested the defendant
 to marry her the said plaintiff, yet

" 2

the defendant not regarding his
said promise & undertakings did
not, nor would not at the said time
& times when he was so requested
as aforesaid, or at any other time
enquiry by the said plaintiff, but
has hitherto wholly neglected & refused
to do & has violated his said
Contract & vows & declares that
he never will marry the plaintiff

And by reason of the premises the
plaintiff has sustained damage
in the sum of five thousand dollars,
Wherefore the plaintiff demands
judgment against the defendant
for five thousand dollars besides
the costs of this action.

Seth Hedges

Plff's atty

Livingston County ss

Sarah M. Lind being duly
sworn says that she is the plaintiff
in the above entitled action, that she
has heard read the above complaint
& knows the contents thereof, that the
same is true of her own knowledge
except as to those matters therein
stated to be alleged on information

& belief & as to those matters she
believes it to be true

Sworn to before me on this } Sarah M. Lord
3^d day of May 1879 }

Fred. W. Coyes

Notary Public

Supreme Court

Sarah M. Lord
Plaintiff

— against —
Richard Fletcher
Defendant.

Answer.

Answer by Edwards
Deft. Atty
Hudson, N.J.

Supreme Court.

Sarah M. Lord Plaintiff,

against

Richard Fletcher Defendant.

COUNTY OF COLUMBIA, ss :

Burgess Speed Jr. of the City of Hudson, in said County, being duly sworn, says, that he is Student at law and Clerk to ANDREWS & EDWARDS, Attorneys for the defendant in this action, that on the 13th day of May 1879. he served Seth N. Hedges Esq., Attorney for the plaintiff in this action, with a copy of the annexed answer.

And this deponent further says that such service was made by carefully enclosing the said copy answer in a wrapper, and putting the same into the Post Office at Hudson, N. Y., that being the residence of the said ANDREWS & EDWARDS, directed to the said Seth N. Hedges Esq., Counselor &c. at Dansville, Livingston Co., N. Y. that being the residence of the said Seth N. Hedges Esq., and paying the postage thereon.

And this deponent further says that there is a regular communication by mail between Hudson, aforesaid, and Dansville, aforesaid.

Sworn and subscribed before me this 13th day of May 1879. Burgess Speed Jr. Giles H. O'Neil Notary Public Commissioner of Deeds, Hudson, N. Y.

Of d. 1.

Supreme Court

Garah M. Ford plaintiff

against

Richard Fletchee defendant

The defendant for
answer to the complaint in
this action ^{first} denies each and
every allegation therein
on oath except that the
plaintiff was sole & unmarried
~~as in said complaint alleged~~
remained continued and still
is sole & unmarried & has been
& still is ready & willing to
marry the defendant. ~~request~~
~~the defendant to marry the~~
~~plaintiff. That defendant~~
~~did not & would not marry~~
~~the plaintiff and has hitherto~~
~~wholly neglected and refused~~
~~to do so and declares that~~
he never will marry the
plaintiff ~~and that the plaintiff~~
~~has been~~ ^{each & every of} and as to the allegations
in said complaint that the
plaintiff ^{was} remained continued
~~was~~ and still is sole and unmar-
ried and has been and still

is ready & willing to marry
The defendant, The defendant
on information & belief
denies that he has any knowl-
edge or information that is
sufficient to form a
belief. The same

Second defense. The defendant
for ~~second~~ defense
on information and belief alleges
that at the time of the alleged
promises, agreements, ~~and~~ alleged
in the complaint the plaintiff
was a married woman the
wife of one Mr. Lord whose
Christian name is to the plaintiff
defendant unknown and her
marriage with said Mr. Lord
was then and still is in full
force and effect and in no
way annulled or otherwise.

Third. The defendant for a
third defense alleges that after
the time of the promises of the
defendant alleged in the complaint
to wit on or about April 7, 1878
the plaintiff and defendant mutually
agreed to, and did release and
discharge & acquit each other from
all the promises and obligations
alleged in the complaint as far

as they or any of them were
suggested.

Andrew Edwards
Defendant's Attorney
Weston N. Y.

Columbia County N. Y.:

Richard Fletcher being duly
affirmed says that he is the defendant in
this action and that the foregoing answer is
true to his knowledge except as to the mat-
ters therein stated to be alleged upon informa-
tion and belief and that as to those matters he
believes it to be true.

Subscribed & affirmed before me
on this 10th day of May 1879. Richard Fletcher

Charles A. Murphy
Commissioner of Deeds
Weston N. Y.

State of New York ss.
 Genesee County

James S. Lord of Pittsburgh
 in said County being duly sworn
 deposes and says that he is eighty
 one years old and that on or about
 the 30th day of January 1869
 he was legally married to Mrs.
 Sarah Atkins of Warsaw in the
 County of Wyoming, and that she
 lived and cohabited with him
 as man and wife until about
 the fall of 1874.

When a legal separation took
 place, and she returned to
 Warsaw as usual, as this deponent
 verily believes. James S. Lord

Sworn & Subscribed
 Before me this 29th day
 of May 1879

Alison Blood Justice of the Peace

In Supreme Court.

STATE OF NEW YORK.

County of Livingston

Sarah M. Lord

- vs -

Richard Fletcher

NOTICE OF TRIAL.—Plaintiff.

Please to take Notice, That the above entitled action will be brought to trial and an Inquest taken therein, at a CIRCUIT COURT appointed to be held in and for the County of Livingston at the Court House in Geneva, N. Y. on the 10th day of November one thousand eight hundred and seventy-nine at ten o'clock in the forenoon of that day.

Dated the 20th day of Oct. 1879.

Yours, &c.,

Seth K. Hoagler

Attorney for Plaintiff

To Andrews & Edwards Esqs

Attorneys for Defendant

Due service of a notice, of which the above is a copy, is admitted.

Dated

187

Attorney for Defendant

By Wm. D. ... Oct 23. 79

#d) Lord vs. Fletcher.

Copy Note of issue
mailed to

"clerk of Livingston County
Geneseo, N. Y."

Oct. 22, 1879 and proof of
mailing per B. Speed Jr.

Supreme Court

Sarah M. Lord - Plaintiff

— against —

Richard Fletcher - Defendant.

County of Columbia, ss:

Burgess Speed Jr., of the city of Hudson, in said county, being duly sworn, says that he is a student at law and clerk to Andrews & Edwards, attorneys for the defendant in the above entitled action.

That on the 22^d day of October 1879 he mailed to the Clerk of Livingston County, a note of issue of which the annexed is a copy, by carefully enclosing the same in an envelope and depositing the same in the Post Office at Hudson, N.Y., that being the residence of the said Andrews & Edwards, directed to the said Clerk of Livingston County at ^{Livingston Co.} Genesee, N.Y. that being the residence of the said Clerk of Livingston County, and with the necessary postage prepaid thereon.

And deponent further says that there is a regular communication by mail between Hudson, aforesaid, and Genesee, aforesaid.

Sworn to before me this

22^d day of October 1879.

Burgess Speed Jr.

Wm. W. Surlay

Clerk of Hudson, N.Y.

Note of issue for Livingston Circuit ~ Nov. 1879.

Supreme Court

Sarah M. Lord.

Plaintiff

agst.

Richard Fletcher

Defendant

Seth N. Hedges

May 13th 1879.

Issue of fact-triable by a jury.

Andrews & Edwards

To Clerk of Livingston County

Dear Sir: Please file the above note of issue and place the same on Calendar.

Yours truly

Andrews & Edwards.

Defendants Attorneys.

Supreme Court.

Sarah M. Lord
Plaintiff

against

Richard Fletcher
Defendant

Copy Notice of Trial for Defendant.
~~and proof of service by mailing.~~

To Seth N. Hedges Esq.,
Att'y for Plaintiff

SIR :—The above cause will be brought to trial, at the next Circuit Court.....

.....appointed to be held in and for the County of Livingston at the Court House in the village of Genesee, N. Y.

on the 10th day of November 1879.

Dated the 21st day of October 1879.

Yours, &c.,

Andrews & Edwards
Att'ys for Defendant.

Due service of above Notice of Trial is admitted this.....day of

.....18

Atty for.....

Supreme Court.

Sarah M. Lord

Plaintiff,

against

Richard Fletcher

Defendant.

COUNTY OF COLUMBIA, ss :

Burgess Speed Jr of the City of Hudson, in said County, being duly sworn, says, that he is Student at law and Clerk to ANDREWS & EDWARDS, Attorneys for the defendant in this action, that on the 21st day of October 1879 he served Seth N. Hedges Esq., Attorney for the plaintiff in this action, with a notice of trial

a copy of which is hereto annexed. And this deponent further says that such service was made by carefully enclosing the said notice of trial in a wrapper, and putting the same into the Post Office at Hudson, N. Y., that being the residence of the said ANDREWS & EDWARDS, directed to the said Seth N. Hedges Esq. at Danville, Livingston Co. N. Y. that being the residence of the said Seth N. Hedges Esq., and paying the postage thereon.

And this deponent further says that there is a regular communication by mail between Hudson, aforesaid, and Danville, aforesaid.

Sworn and subscribed before me this 22^d day of October 1879

Burgess Speed Jr

Wm. W. Surlan

Commissioner of Deeds, Hudson, N. Y.

ed) Lord vs. Fletcher

Copy notice of trial

mailed to -

"Seth N. Hedges Esq.

Dansville, Livingston Co.

New York"

Mailed October 25th 1879
and proof of mailing Per P.S. Jr.

Supreme Court.

Sarah M. Lord

Plaintiff,

against

Richard Fletcher

Defendant.

COUNTY OF COLUMBIA, ss :

Burgess Speed Jr of the City of Hudson, in said County, being duly sworn, says, that he is Student at law and Clerk to ANDREWS & EDWARDS, Attorneys for the defendant in this action, that on the 25th day of October 1879. he served Seth M. Hedges Esq., Attorney for the plaintiff in this action, with a notice of trial

a copy of which is hereto annexed. And this deponent further says that such service was made by carefully enclosing the said notice of trial in a wrapper, and putting the same into the Post Office at Hudson, N. Y., that being the residence of the said ANDREWS & EDWARDS, directed to the said Seth M. Hedges Esq., at Danville, Livingston Co., New York that being the residence of the said Seth M. Hedges Esq., and paying the postage thereon.

And this deponent further says that there is a regular communication by mail between Hudson, aforesaid, and Danville, aforesaid.

Sworn and subscribed before me this 27th day of October 1879

Burgess Speed Jr

Wm W. Sinsbury

Commissioner of Deeds, Hudson, N. Y.

In Supreme Court
State of New York
County of Livingston
Sarah M. Lord ~ Plaintiff
— against —
Richard Fletcher ~ Defendant.

Copy Notice of Trial - Defendant.

Please to take Notice, That the above entitled action will be brought to trial at a Circuit Court appointed to be held in and for the County of Livingston at the Court House in Genesee, N. Y. on the 10th day of November one thousand eight hundred and seventy-nine at ten o'clock in the forenoon of that day.

And we shall then and there move the Court for a dismissal of the complaint with costs.

Dated the 25th day of Oct. 1879.

Yours &c

Andrews & Edwards

Attorneys for Defendant

To Seth W. Hedges Esq.

Attorney for Plaintiff.

Cyprus Canal
Suez M. Socy
of
Pedro Felice
Consent to
Constitution

Andrew Brown
by *[Signature]*

Supreme Court

Sarah M. Todd plaintiff

against

Richard F. Fitch defendant

This Under Consent to
substitute John A. Mendenhall

in one place and stand
as attorney for the
defendant in this action

Dated Nov 5th 1879
Andrew K. Edwards

Attys for defendant

Supreme Court
Sarah M. Lord
vs.
Richard H. Letcher

On reading & filing
the Stipulations of the parties to this action
& the attorney for the plaintiff on
motion of ~~the~~ ^{the} Solicitor General
Counsel for the defendant. Ordered
that this action be & the same hereby
is settled & discontinued without costs
to either party.

November 12, 1879

(A true copy)
J. Patterson Dyck

Supreme Court

Sarah M. Lord
app.

Richard Fletcher

Order of discontinuance

Copy

From Abigail Grosman

Longea Aug. 12. 78

To the Ministry

I had waited a little, expecting every day that Sarah Lord would leave, but is waiting for word from her son, with whom she is expecting to live. She takes it very hard that we cannot believe her pretended honesty! Says if any one has reported that she has had impure connections, they are untruthful or crazy! I have had repeated labors with her which she takes very hard that she cannot be owned in dishonesty. She is evidently a modern Potiphar's wife, in whom we have no confidence & shall dispense with her as soon as possible.

4
Danville Oct
1878

Yours rec'd — you know Richard, the
 name was only a mistake of the Lawyer
 why then dwell so long upon trifles, I never
 knew a person in my life, by the name
 of Ford — no Richard I have never deceiv^{ed}
 you — when you asked me to be your
 wife, to share with you, your joys ^{and} sorrows
 I reasoned with you calmly — but you would
 not take no for an answer, and you knew
 then when sorrow came, you had no courage
 to face it — I have ever, and always, told you
 truthfully, matters just as they were, thoughts
 that I can abide by, in the great Day of
 final accounts — and because, I have loved
 you, more deeply than I can express, — you
 see fit, to take the matter into your own
 hands, and trample that Love, peace, unself
 -ish, ~~at~~ the cruel-born Love, under your feet —
 I would ^{not} touch, one dollar of your money, if
 you had any — but I must have Justice

You will please not say to much
about persons, friends, every person has
them. Enemies, you too have yours, I
have letters in my possession, from Mr
Deat ~~me~~, this last summer with regard
to yourself, not very favorable, I assure you
Further more - I know nothing ^{about a} pedler
it is false, every word of it - I can prove it
Now with regard to a "traveling restliff" Life
means was I - 20 miles from home, while I
traveled with you, - and if you believe what
that miserable Gill, said, you will believe
much against yourself, you know, you was
told ^{there} while, by reliable men, that he could not
tell the truth, would be a nice person to apply
to - You also know, I could stay at Don
no longer, Why! they were all gone, but the
heads ones - I hope, some time you will get
your eyes open, notwithstanding all the "soft soap"
how could I work in the Dairy, or any other
place, with a low, vulgar outcast?
once more I say to you, ^{all} these are gone.

I believe I have answered up all points
except the "Loving Husband" which is returned
if Loving - I care not what others tell you

The writing you gave ^{me}, the Lanyer
I said was good, 5- years to come, as one
year or over, has expired since you gave
it to me, - you see, all the advantage is
on my side - I do not wish to make you
one bit of trouble, - only you must do
what is right - if I could see you once
more ~~in~~ before I die, it would be all
I would ask - if you refuse me this last
request - me must proceed, - am willing
you should live I hate, as long as you
live - only you can not refuse my last
request - you do not seem to have
one bit of courage or resolution -

I am prepared to answer all questions

Yours kindly

J. M. G.

Please recollect we do not
ask you to go to work at Double
or Star ~~only~~ only a month

Please omit your tin and
Hard mail envelopes by
Substituting others

Cat. NO.
2809

Please do take

care of your
health

It will go down

before you are

aware of it

you strain

will feel

you first

may keep all

you please

than our facts

which are

Long you will

I tell the

(Truth)

Danville Sunday Oct - 20
1878

Richard -

All I wish is to see you once
more in this world - then you shall
be released forever, I will give you
a writing to this effect, so that in years
to come, I will have no claims upon
you whatever - would not this be a
better way to settle the matter, than
by Law? - I could not die, without
having one more talk with you, ^{for} hearing
your voice, once again, would be sweetest
music I ever heard - to look upon your
face, once more, ere I bid you a final
adieu, is all the recompense your poor wife
will ever ask of you - I will spare you
trouble, that is possible, - but please do not
refuse, my, last request - for, believe me
Richard, all is false, you have heard ^{against}
me

for they said they were afraid you
would love me, consequently they told
you this without a shadow of foundation

I would ask you, - (I love me) what good it would
be to me, or yourself, to deceive ~~me~~ you - I
~~never~~ never here, or ever will, please remember
this - I see you, in my dreams, I hear
your voice - you speak words of love, and
hope, then at other times, you frown, turn
away from me, leaving me forever -
but soon I awake to the sad, heartrending
reality - Oh my dear husband, how can
you refuse my last request? - when you
have promised me so much - just let me
see your dear face once more, then you may
go and do what you please - well I know
you have written me harsh letters, but it makes
no difference I shall always love you, and
I shall see you, though my feet bleed at
every step, in finding you - you say "there
is no sense in coming" - is there no sense
in righting & wrong, or healing a broken
heart? - does the influence around you
prompt you to do these wicked things?

not
more

Danville Jan 23

Richard

I have ^{transferred} ~~the~~ business of our
 into the hands of a Christian Gentleman
 of high Legal attainments, one who
 thoroughly understands his business, he
 will write you facts just as they are,
 and will expect a candid reply, common
 courtesy demands it. —

I will settle this matter
 for a definite amount, which I will specify
 when you request it, ~~since you propose no other way~~
 If you are anxious to stay there the rest of your
 life, — why, then, talk the matter over with them
 and they may help help you out of it, rather
 than lose you. — On the other hand, as I have
 formally proposed, — you can, care for me, as a
brother for a Sister, here, or elsewhere, on
the same principle, as you care for the Sister
 there, ~~for you know, Richard, they will not~~
 let me come there — new one, of these 2 ways

must be done, or trouble will follow
either way is reasonable, and any same
mind will admit of the truth and justice
of my suggestion, I think my letters
have not reached you, or your heart will
go kind, has been totally secured, & brooked
withstand, & dried, or I should expect - from the
foldedness and finalities of McKim.

Sunday After Church

My Dear Richard,

Each Day I round my
meany way to the Post Office - "no letters," is
the response every time - until my heart is made
Go sad, that I am obliged to give vent to my
feelings in tears, - the next day I go again
I shall continue to do so - until - I have
no feet to get there with - for Richard, Angels
from their Shining Spheres, have witnessed
our love, and our kind Heavenly Father, will
never, never let you rest night or day,
until you fulfil your ^{own} vow - Oh! I have
tried so hard to give you up, have prayed

every day of my life, to be guided ~~by~~
by Divine wisdom, — and I feel that I
have — no secret I cannot give you up —
no human heart could reject the Love I
bear you, — read history, please, did not
Napoleon first, date the downfall of his
Destiny, from the hour, he repudiated
Josephine, his wife? — and did he not,
bemoan with his latest breath, that he
had deserted the angelic devoted, heart
whose tender Love, he had rejected? —
and did he not, when upon the Lonely
Island of St-Helena, beset of the Lord
of Love, who begged, with prayers and entreaties
to shorten his exile — uttered these words
"Would to God, I had given more to Love, and
ambition less, for since I deserted that
faithful heart, the Sun of my destiny has
set forever", much more to the same effect
History will testify.

Who dredges
is a fine
Chamberlain
gentleman
the best —
I longer in
Deauville
Therapists
mistakenly
Riverside.
and if not
reply, he
will come
there, to
see you
and the
head ones
of my
friends

Your health will have you all at once
insert what I say - from person with
find you first, than the other top of eye
drops will follow, that will prevent, in fact
Gretzmann

It will be a good job for some
body, if my letters to you, have been
intercepted, - I think they have, from
some "head ones" there, from the fact
you have not replied to 3 - three, of the
last ones I have written you, -
one will tracing them out. It is a land of
freedom, people are liable imprisonment
that intercept letters, there is a mystery
in the matter, which you will please
explain, if you can - have just returned
from the P. office, thought I would wait until
the last moment before sending this, perhaps you
would send me just a few lines, Dear, but almost
again and again do I repeat the weary question
"is there a letter for me". - until my brain is almost
New Richard, you must and do know that I have
legal claims upon ^{you}, and furthermore, you nor they
can evade the Law, and you and they know
it - therefore it is useless to maintain obstinate
all I ask is justice, and justice is not there

Law Offices of
Seth N. Hedges,

Danville, N. Y., July 28th 1879

Mr. Richard Fletcher

Sir:

Mrs. S. M. Lord has retained me in the matter of her relations to you, to take charge of her interests. Before commencing any proceedings I deem it fair to yourself & to the honorable Society of which you are a member to give you the opportunity to make any proposition or suggestion you may desire having in view a peaceable settlement of Mrs L's claim.

You must be aware that a resort to the Court would involve large expense & still worse a denouement which would reflect desimely upon your Community. At present the matter is held in honorable confidence, I shall be pleased to hear from you

Yours &c

Seth N. Hedges

From Elder Giles

Shakers. N. Y. Feb 26th 1849.
Dear & Beloved Br Richard.

Your communications
of 20th and 22nd both duly at
hand and carefully considered.

We deeply sympathize with you
in your affliction, will do all we can
to aid you; have been waiting to make
some little legal inquiries on the
subject, and to hear from abroad, also
to consult the pages of the "Revised
Statutes" of New York a little.

Well, Elder Daniel has gone to
Groveland, and contemplates visit-
ing the lawyer - Hedges, probably
accompanied by Br James Lovel-
win, so as to convince him that in
no way can society be made amen-
able relative to the circumstance, &
to set before him the facts of the case,

Of course no names have been given and nothing by which and else can be had to your personality in this case, but its features have been presented to a good lawyer in Albany who suggests just what we said, together — that the fact of the woman and yourself both joining the Shaker Community and remaining for some months was a strong testimony to the fact you offer verbally took place between yourself and the woman that the marriage promise was abrogated; yet, as possession is nine tenths of the law" she, having your letter of promise, may get a hearing at court, and give you some trouble. But the lawyer and ourselves advise that you remain perfectly silent and let them do what they will —

By Revised Statutes "p. p. 444 & 5" you will see that both the woman and yourself, being poor, yet can have the benefit of legal advice and trial by jury at the public expense. — And, the most & worst that can happen is an imprisonment for a time.

By the Revised Statutes "p. 135, at bottom you will see that all promises of marriage, to be valid, must be in writing, except mutual, which may be verbal. Now, argumentatively, if a mutual verbal promise to marry be legal, then a mutual verbal promise not to marry should also be legal, but, here your testimony and the woman's would, probably, be antagonistic, now, though in unison when you both entered the Shaker's Society.

The great misfortune about the

case is that you did not get the woman to return to you the letter of promise, when you separated.

But, Br Richard, in fact your case is not different from numbers who joined the Shaker Church when society was first organized, except in this, that you had both previously been in a Shaker Society.

But, man up, put on the armor of the cross, and firm resolution to do right in the coming time, and, in the finale you will come off victorious should you have a time of sufferings and deprivation of privileges; but, we will hope even this may be averted.

Take our love and be strong in the truth and in purity.

Your Brother,

Giles.

ANDREWS & EDWARDS,

Counselors at Law,

Robert E. Andrews, }
Samuel Edwards. }

Hudson, N.Y., May 6 1879

Friend Gates.

The complaint in
Ford against Fletcher
was received this morning
and if Fletcher will come
to our office on Saturday
of this week our Mr.
Andrews will prepare
his answer and have
him verify it.

Should a later day
be preferred please so
advise and we will
name one.

Kind regards to friends
Very respectfully
Andrews & Edwards
J. R. E.

Linnam June 6th 1879

Friend Gates

Yours of the 2^d inst. is at hand and my further information in the case of Mr. Lord.

In your first letter you muchly wished to know whether J. S. Lord was still living, and if he was legally married to Sarah Ann! Which facts I believe the affidavit of Mr. Lord clearly shows.

and now in regard to further information I will give you such as I am in possession of. I understand that at the time of Mr. Lord's marriage with Sarah Ann he believed that they were legally married - but that soon after said marriage he learned that

she had a husband living
at the time of said marriage
meanwhile she had become
somewhat distastful to him
he therefore set to work to find
her former husband if possible
and having found Mr. Nourse
living at Mixville in the
county of Allegany N.Y. he
used that as a pretext to
discard her. Whereupon an
agreement was entered into
by and between them for a
separation, whereby a
stipulated sum was paid
to her and she left.

Mr. Nourse her former
husband I understand
died a year ago or more at
Mixville in Allegany Co. N.Y.

This I believe to be a true
but brief history of the case

If you desire any
further particulars in the case
so far as I can I will freely
give them.

Truly Yours.

A. G. Perry

P.S. - I still adhere to my former
belief that no divorce was ever
procured by either of the
parties.

A. G. P.

W. G. Purdy
St.
June 6. 1879

OFFICE OF

ANDREWS & EDWARDS,

Counselors at Law,

Robert E. Andrews, }
Samuel Edwards. }

Hudson, N. Y., Oct 17 1879

Dear Benjamin:

On the 10th day of November
 last the Concinn. Court
 will sit at your old Irving-
 Place Court. The case of
 Ford against Fletcher,
 which previously disposed
 of, will regularly come on
 for trial at that time. What
 are your or Mr. Fletcher's plans
 in regard to it? Do you
 wish me to arrange to try
 it then, or do you wish
 me to correspond with the
 opposing attorney & try to
 get him to consent to sit

going over to the Febru-
ary Circuit?

If to be tried I would
like an early interview
with a view to perfecting
arrangements. so that
we may not be unduly
hurrried.

Yours as ever

Robert L. Andrews.

Longue Oct 21st 79

Brother Benjamin

I saw Judge Vanderlip Saturday he says if it can be proved she had a husband living when she commenced the present action it is all that will be necessary to dispose of the case there will be no need of P^r coming I am going to Buffalo this week & will stop at Linolen & find out all I can. I saw Hedges he said he did not know if she would try it or not Court sets Nov 10th and if Hedges makes up his mind to try it he will have to give Andrews 14 days notice if he does please notify me Vanderlip will take care & watch it so you need not fear of their getting a

judgment. There may be so
many cases on the calendar
that this one cannot be reached
this term, I have no idea that
Hedges will try it for the reason
he can get no money from her
& he is too greedy to spend his own
but at the same time we will be
ready to meet him if he does

Yours as ever
James Goodwin



Continental Hotel,

JOHN G. AVERY, Proprietor.

Buffalo, Oct 29th 1879

Brother Benjamin

I called at Linden yesterday
 Lord was driving Apple to Linden he is 82 years of age
 but at present very smart he and his sister will
 come before the court ^{at Genesee} in person and give testimony
 to the facts in the case I think that will be all
 the evidence we want to kill it on the start
 Please send me Lord's Affidavit if I had it seeing it is
 taken I would make one more effort to stop or kill
 it before it ever came into court she commenced an
 action against Lord but never came near and let it go
 down and they say she will do so in this case

As ever your Brother

James Goodwin

J Goodwin
Oct 1879

Cat. No. 9807-B

OFFICE OF

L. C. BINGHAM & CO.,

— DEALERS IN —

Heavy and Shelf Hardware, Agricultural Im-
plements, Stoves, Tinware, &c.

Mount Morris, N.Y., Nov. 1st 1879

Brother Benjamin

I enclose Vanderlip's
letter to Andrews you can see his
opinion of the case as Andrews has
commenced the case he would have
to give ^{him} power of attorney before he can
go on with it, on the whole it may
be as well for Andrews to come up
even if he leaves it with ~~the~~ Judge
Vanderlip to look after it may not
come on at this term of the court
Vanderlip said to me he would see
Hedges & make him a proposition to
withdraw the suit I told him to do
so if they could kill it so she never
could commence another action he
seems to think they are getting sick
of it as there is no show for money

If we can succeed to stop it before
it comes into court I will telegraph
you Monday evening the 3rd Andrews
would not need to come till the last
of the week as I can ^{serve the} ^{on} subpoena all
those witnesses in one day if we should
need them I wrote you from Buffalo
hope you received it saying the Old man
Loud is well and will put his testimony
in before the court at Genesee

As ever your brother

James Goodwin

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

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A. B. BREWER, Sec'y.

NORVIN GREEN, President.

Dated Mount Morris by Post 1879 ³

Received at _____
To Benjamin Gale

Conchews better
Come - I wrote
you yesterday
James Conchew

READ THE NOTICE AT THE TOP.

Sonyea Nov 12th 1879

Brother Benjamin

I went to Geneseo this morning and had the Clerk of the Supreme Court put that paper on file I send you a copy also copy of the Court to discontinue the suit Judge Wanderlip said he thought the papers to cut off all further proceedings as strong as they could be

The judge that he ought to have 25⁰⁰ but will take less if I say so
I Paid Hedges \$84⁰⁰
which makes in all \$109⁰⁰

What little I have done I will take pay in love & good words of Poor Brother Richard hoping he may be a help & comfort to you your Brother James Goodwin

cat. NO. 9811-A

Recd of James Gordon Eighty-four
dollars in full of my charges &
disbursements in "Lord & Fletcher"

Danville Ky

Nov. 11/29

~

Letts Hedges

Memoranda for Warsaw.

Lawrence Mix, lawyer; own
brother of Sarah Mix Lord.
Temperance, wise-pulling politician.

A Mr. Aiken, son of Mrs. Lord
by former man, is married into
a "property" and has cut all poor
relations. Lives in the village.

Another son, Algy Aiken
is, or was a traveling sewing-machine
agent, has a large family of
small hungry children.

Mrs. Beardsley, former
public lecturer is another
relative-in-law, more or less
unfriendly, like the others
referred to above, to S. M. L.

Beware of Erastus Gill,
(ae. 60,) red-faced, bush headed farmer

and roaring liar. He would say anything to injure either our side or the other just as it happened. Cannot be depended on.

Report was, a year ago, that old Mr. Lord lived at or near Linden station, on the Erie R.R. I think

Another subject of common gossip was a peddler, with whom J. M. L. lived after being turned away from old Mr. Lord's;— a sort of tin pedlar they said now gone to parts unknown.



Memorandum

at Danaville, Lin. Co.

In February, 1878, I gave S. M. L. a writing to the effect that I would support her or see that she never lacked the comforts of a home for the rest of her life, and that I considered we were as truly married as though we were bound legally.

Besides this paper, she has two letters, written outside of Lin. Co., (at Gainesville, Wyoming Co.) addressed to her as my wife.

In April (7th) 1878, while she was keeping house for her brother-in-law Mr. Erastus Gill, and myself, she acknowledged that I had kept every promise made and implied, up to that time, that she could see I was not suited to make my way in general society, and that she

was willing and ready to excuse me from trying to make a private home for her, and to accept Eldress Abigail's offer and return to live at Souya, while I was to go to Lebanon

At the commencement of our acquaintance (Nov. 1876) ^{Sept.} she claimed to be a widow. In March, '78, while we were at Warsaw, visiting her friends, several of her near relatives and acquaintances spoke to me of two of her former husbands as still living, one of them, old Mr. Lord, in the next town, and the other, a traveling peddler. Nourse

As nearly as I can recollect the exact words, here is the dialogue that occurred on April 7, 1878, Sunday, at Jansville

R.F. "Have not I kept every
promise made to you up to
this time?"

J.M.L. You have. But perhaps
if we should go among perfect
strangers you could get along
better than with this E. Gill.

R.F. You know I'm not
calculated, not shrewd
enough to get along in this
scrabbling money-grabbing
world. I wish you could be
contented to live again in a
community.

J.M.L. Well, I see you
have n't courage to face the
world; you are under great
disadvantage with eyesight.
We cannot keep house together
anywhere around here. Eldress
A. said I could come back any
time, and if you go to Lebanon
you must write to me.

On Friday, April 19th 1878...
near Avon, N. Y., the same
talk in substance occurred
again, and we parted with
this verbal mutual agreement
that our relations were at an
end, only I must write to her from
Mt. Lebanon. She had a
comfortable home at Souza
for 3 ms. or more after this, and
if she could have been satisfied
to live any honest, quiet life
anywhere, might have had a
home the rest of her days.

R^d F^s statement

In February, 1878, at Dansville, Liv. Co., N.Y., I gave Mrs. F. M. Lord a writing to the effect that I would support her, or see that she had a home, and that I considered we were as truly married as tho' we were bound legally.

Besides this paper, she has 2 letters, written outside of Liv. Co., dated sometime about June 30, 1877 and Dec 26, 1877, addressed to her as my wife.

On April 7th 1878, while she was keeping house for her brother-in-law, Erastus Gill, and myself (town of Gainesville) she acknowledged that I had kept every promise made and implied, up to that time.

That she was ready and willing to excuse me from trying to make a private home and was ready to accept Eldress Abigail's offer, to return to live at Toneya and leave me free to go to Lebanon.

At the commencement of our acquaintance (Sept. '76) she claimed to be a widow, whereas we can now prove that Mr. Nourse and Mr. Lord, two former husbands were still living.

As nearly as I can ^{remember}
these are the exact words
that were said on Sunday,
April 7th 1878, at E. Gainesville.

R. F. "Have I not kept
every promise made to you, up
to this time?"

S. M. I. You have. I see
you have n't courage to face
the world, and we cannot
keep house together, anywhere
around here. Eldress Abigail
Crossman said I could come
back any time, to Sonyea,
and if you go to Lebanon,
you must write to me.

On Friday, April 19, 1878, on
cars near Avon, N. Y. the
same talk, in substance,
occurred again, and we
parted with this verbal
mutual agreement, that our

relations were at an end:

She had a comfortable
home at Songea Society
for 3 ms or more, after this.

J. S. Lord of Bethany, Genesee
 County, State New York
 Married Sarah Akins of Warsaw,
 N.Y. On or about the 30 day of
 January, 1869. And lived together
 as Man & Wife until the fall of
 1874 When they Separated.
 J. S. Lord, finding that a former
 Husband of Sarah was living at
 Mixville Alleghany, N.Y. by name
 of Nourse See enclosed letter

Feb & March, 1878. is the latest date
Sarah M. Lord, claims that Richard
Fletcher made any promises.

R Fletcher says, nothing of
 the kind can be shown, since
 Jan'y 1878. At which date
 it appears Lord & Nourse were
 both living
 P. G.

Abigail Crossman &
James Goodwin -

Testimony -

Puff. told them when
she applied for re-entry
of her separation from
deft. -

Remained but a few
months -

They separated to
go back & live with
the Clakers.

Mr Goodwin will find
with witness to prove lead
character of puff -
~~between~~ after separation
from Lord & first going
to the Clakers -

Who will prove a bill of
Erastus Gill? Given keeping promise
stated in "Galewood"?

Mr.

Lord.

his sister -
Minister or Magistrate -
sister was at the marriage
of Jeff & Mr. Lord. + lived
near him near was saw -
knows he is living -

Jeff when she made the
contract with Jeff
told him that both
Mr ~~her~~ husband
were dead. which the
Jeff believed -

When answer put in
Jeff had not heard that
first husband. None
was then living. Jeff
found he was dead -

Fitch only lived with
Jeff. about a week
in Canada -

When he first knew
he had not yet been
informed that either
Lord or Horse was
living -

Sl of facts

Benjamin Canby, Capt (Oct 20/79)
that on the 16th inst he went
to Harmon F. Burrill -

Wm
as
Wm

James Goodwin - Souza - Simpson co
N.Y.

To Juliana Lord. also
person that married him
to 1844 -