Supreme Court Rensselaer County N.Y.

James Boardman Plantiff

against

F.W. Evans Defendent

The plantiff in this action James Boardman complains of the defendent herein F W Evans and shows to this court that the said plantiff on & before the 24th day of December 1860 was the owner of a large quantity of real and personal property Situated in the town of Bennington in the state of Vermont The real estate is known and discribed as follows & & & & & & And the plantiff further states that the plantiff on or about the 24th of December 1860, made Executed & delivered to the Defendent a power of Attorney whereby among other things, the Defendent was empowered and intrusted to controll the said Real & personal property and the income thereof and the papers & titles belonging thereto and connected therewith

And this plantiff further states that said defendent although he received said property real & personal into his possession and the amount of the income thereof as herein above set forth, yet he has not paid the debts of this plantiff or any of them, or any part thereof and has delivered up the papers & letters belonging to said real & personal property and connected therewith and disposed of the same to other persons without consideration or benefit to this plantiff and contrary to the directions & specifications & powers contained in said power of Attorney

And this plantiff further states that said Defendent still retains in his possession the said property and all the income he ever received under & by vertue of said Power of Attorney - and the cause was demanded of him before the commencement of this action, he neglected & refused

and still neglects & refuses to deliver said titles or any or either of them or the papers or any of them connected with or belonging to said property. The said Defendant claiming & insisting that it is out of his power to deliver up the titles & papers above specified or any of them

And this Plantiff further states that among other things the said Defendant raised a sum of money to wit the sum 1050 dollars. by virtue of the said power of Attorney by mortgage upon the said premises & real estate of James Boardman Plantiff selected as aforesaid - and that the said Defendant gave his individual Bond as collateral security for the payment of said Mortgage unsolicited by the said plantiff and without his knowledge - And said defendent agreed to and was required to pay as the agent & Attorney for said plantiff said Mortgage at maturity from the rents and incomes of the real and personal property then in his hands belonging to said James Boardman - And this plantiff further states said Defendent although he had abundant means then in his hands being the rents & income of the property aforesaid to pay said Mortgage at its maturity yet he the said defendent negligently & carelessly and without any reason or authority for so doing permitted said Mortgage to be foreclosed at great expense to wit at an expense of fifty dollars or more - And this plantiff further states that said defendent & said plantiff entered into an agreement & arrangement in connection and as part of the above agreement or arrangment between the parties hereto, whereby the said plantiff was to work for the said defendent, and as a consideration therefor the said defendent was to support the family of said plantiff for and during the time the said plantiff so worked for the said Defendent, that the plantiff

CAT. NO. 9785

in pursuance of said agreement or arrangement worked for the said defendent a long space of time to wit for the space of two years or more - that such work of the plantiff for defendent was worth at least two thousand Dollars but that during all the said two years and since up to the time of the commencement of this action, although often requested so to do, the said Defendent has wholly neglect and refused to support this plantiff's family or to contribute any thing towards their support as he was bound to do in or by said agreement And said defendent although often requested so to do, has neglected & refused to pay this plantiff any thing for his said work & labor for said Defendent And this plantiff avers that said Defendent is indebted to him for income of property aforesaid in the sum of twenty five hundred Dollars for damages on foreclosure of Mortgage as above set forth in the sum of fifty dollars and for said work and labor of plantiff and the defendent in the sum of two thousand dollars making in all the sum of four thousand five hundred and fifty dollars -

And this plantiff states that before the commencement of this action said Power of Attorney was withdrawn and become null and void - Wherefore the plantiff demands judgment that the Defendent be required and compelled to account to this Plantiff for all the rents and incomes of said real and personal property received by him before the commencement of this action, and that he also be required to state in said accounting what debts of said plantiff if any he has paid, and to whom and where, and that he be required and compelled to deliver up to this plantiff the titles deeds and papers belonging and connected with said real & personal property which were delivered to him by said plantiff

or which he received from any other source or in any other manner and that the said Defendent be required and compelled to state what and how much if any thing he contributed towards the support of the plantiff's family while said plantiff worked for him as aforesaid or if he paid any thing to said plantiff for said work what, and how much, and where, and what is the ballance due if any thing for said work and labor that this Plantiff have judgment against said Defendent for the ballance due him on said accounting and for the damages to the plantiff on the foreclosure of the Mortgage as aforesaid or for such other or further Order as the Court may see fit to grant

C H Denio
Attorney for plantiff
Troy N Y

Cat. No. 9792

To Frederick W. Evans –

I am guardian of James Boardman, and, as such, am entitled and empowered to do and transact all business and matters concerning or relating to his person and property. Learning that you claim to hold a mortgage upon all the real estate of said Boardman, in the town of Bennington, including the farm lying north of the stream called the Branch, I require of you a statement and account in detail, with the true date of each item, of all the several sums of money which you claim to be due to you from said Boardman and to be embraced within the condition of the said mortgage – and also, that you state the true amount of all the rents and profits of said real estate which you have received, or for which you are accountable to said Boardman; and all expenses incurred by you in the improvement, care and management of said real estate.

April 19, 1862.

C. W. Harman

Tender

1-0.

Cat. No. 9782

To Frederick W. Evans.

I, as guardian of James Boardman, now tender to you, the sum of fifty dollars in full satisfaction and discharge of all claims and demands you have against said Boardman and embraced within the condition of his mortgage to you, of all his real estate in the town of Bennington, including his farm lying north of the stream called the Branch, and require of you a release of said mortgage & a conveyance to said Boardman of said farm

April 21 1862.

G. W. Hausman

Tenders

D. O.

Cat. No.
9793

To Frederick W. Evans.

I, as guardian of James Boardman, now tender to you, the sum of one hundred and fifty dollars, from which, you are at liberty to take such amount only, as is justly due to you from said James Boardman and embraced within the condition of his mortgage to you, of all his real estate in the town of Bennington, including his farm lying north of the stream called the Brandy, the same being tendered in full satisfaction and discharge of the amount so justly due to you, & requiring of you, a release of said mortgage & a conveyance to said Boardman of said farm.

April 21st 1862. C. Bauman.

Tendis

8-0

Cat. No. 9740

State of Vermont
Bennington County ss.
In Chancery.

James Boardman
by his guardian Geo. W. Harman
v
Frederick W. Evans.

The above named defendant Evans will take notice that, a bill in the above entitled cause has been filed in the office of the clerk of the Court of Chancery for the county of Bennington, and an order of publication in the Bennington Banner granted; the object of said bill being to compel an application of rents, profits and monies received by defendant upon the mortgage he holds upon the lands of said Boardman; to permit Boardman to redeem under said mortgage and to compel a surrender to Boardman of the Hicks farm and a discharge of the mortgage, &c.

The subpoena is returnable to the next term of said Court to be held at Manchester on the first Tuesday of June A.D. 1862. at which term the bill is to be entered in Court.

Dated Bennington, April 22, 1862.

James Boardman
by his guardian
G.W. Harman

Bill in
Chancery

cit. No. 9789-A

[aug. 1862]

$50 Received of G. W. Evans
Fifty Dollars in full payment
of all accounts up to this
date

Bennington aug 29th 1862.

Gersom Sibley

Sibley's Recipe
Aug 1862

Cat. No. 9794

Whereas I the undersigned Frederick W. Evans have this day received from Thomas Mills the sum of one thousand and fifty dollars, and have as the lawful attorney for James Boardman executed for and in the name of James Boardman to a mortgage for the sum of $1050, of even date, payable in two years with interest annually: and Whereas I the said F. W. Evans, have taken an assignment of a Decree of foreclosure in the Bennington Court of Chancery at the December Term in 1859 executed by Thomas McDaniels & delivered to me bearing date December 31st 1860, and a quit claim deed of all the right title and interest of said Thomas McDaniels in and to a certain farm of seventy five acres specified & described in said mortgage. Now in consideration of the premises & of one Dollar to me paid by said Mills, I do hereby agree to assert no claim or right under said quit claim deed and assignment of said Bill or decree of foreclosure, as against said mortgage so executed by said Thomas McDaniels to me, and that said mortgage so executed by me as the attorney for said James Boardman shall have preference over my said right and interest under said deed.

And in consideration of premises I do hereby covenant & agree with said Thomas Mills that said premises are an ample security for all moneys due & to become due on said mortgage and I do hereby surrender

the payment of said mortgage and the fulfilment of all & singular the covenants therein contained.

In witness whereof I have hereunto set my hand and seal this 2nd day of January 1861.

Sealed & delivered in presence of
A. P. Lottridge
Chas. Lansing

Know ye, that I hereby sell assign and transfer unto Henry G. Root of Bennington Vermont, All my right, title and interest in and to the foregoing guaranty and agreement, with full power in him the said Henry G. Root his heirs & assigns administrators and assigns to collect and receive the same at his own cost and charges.

Sealed & delivered in presence of
Chas. Lansing
E. G. Root

Thomas Mills

Thomas Mills
Guaranty
23. Bal. 625.

Recorded Vol Errors
No

I assign the within guaranty to Geo. W. Harman without recourse to me.
May 22, 1863.

Henry G. Root

Witnesses E. A. Cobb.

Cat. No. 9798

[Sold by FRANK H. LITTLE, Stationer, 82 State st., Albany.]

Supreme Court.—*County of Rensselaer*

James Boardman

agst

Frederick W. Evans

Summons for Relief.

(Com. not Ser.)

To the above named Defendant :

You are hereby Summoned and Required to answer the complaint of the *plaintiff* in this action, which will be filed with the Clerk of the County of Rensselaer and to serve a copy of your answer on me at my office in the City of Troy in said Co.

within twenty days after the service of this summons upon you exclusive of the day of such service, and if you fail to answer said complaint as hereby required, the *plaintiff* will apply to the Court for the relief demanded in the complaint.

Dated Troy April 19 1864

C W Denio

Plaintiff's Attorney.

Troy

Supreme Court.

James Boardman

AGAINST

Frederick W Evans

Copy SUMMONS.

C A Demo

Plff's Att'y.

To

Hagey

Mount Lebanon April 10/65

G. W. Harmon
& Isaac Weeks

Respected friends.

James Boardman has this day demanded of me the papers, which, as his attorney, I held for his benefit and in his interest. For the recovery of which papers, you, as his Guardians, and in the name of the town of Bennington, brought against me, a suit in Chancery.

James Boardman, having successfully contested with you, in law, the alledged fact of his insanity And a Jury of his peers having decided him to be now and always heretofore a sane man; thus taking away the premises of your demand upon me, for the said papers; did thereby, also decide, that G. W. Harmon, was not James Boardman's Guardian, and consequently, that he had no legal right to the above mentioned papers

Know therefore, that I F. W. Evans, of New Lebanon, Columbia Co. N.Y. do hereby demand of you, each and every one of the said papers, and orders you to deliver the same into the hands of James Boardman, or to Turrant Sibley, of Bennington, Vt. my Attorney; for which transaction this mobile shall be your warrant and receipt.

Witness my hand and seal the day and date above written

Frederick W. Evans.

Witness
Timothy Rayson

Copy
of order upon
Harmon & Co.

(Bill & letter)

Nov 14/66

Copy to

J. Sibley.

(J. Beardman)

CAP. NO. ~~4701~~, 9281-A

CAT. NO. 9799

Friend Schley

I wish it understood that this Bill is what I am willing to take if the settlement is finally concluded.

But if the matter should have to be litigated then I should claim several hundred dollars more for services, money paid out expenses not here included.

And I wish in that event to retain you as my Counsel

If settlement is concluded the Lawyers fees must come in with other claims

I hope you will be able though called to bring it all to an end

Let me hear from you soon

F. W. R.

Account with Jamie Boardman.

Nov 14th 1866

1863.	Sep. 12th	to Cash	2.00
1864	Aug 8th	do	300.00
1865	March 4th	to 1/2 Dr Brown	2.50
	April 9th	Cash	100.00
	July 15th	"	5.00
	"	R R tickets	1.15
	Nov 18th	Cash.	10.50
	"	R R tickets	2.30
1866	Jan 10th	To Cash.	15.00
	"	R R tickets	2.30
	Nov 14	Expense to Bennington	10.00
			$450.95

The money received by me, from time to time, from J. B. having all been returned to him, is not noticed in this bill.

F. W. Evans.

1

Mount Lebanon. Nov. 13/66

Tarrant Sibley.

Esteemed friend, I did not get home until late last night, the cars not connecting at Albany. I hasten to write you, expecting that the basis of settlement, which was apented to by all of the parties, will be strictly adhered to in all the terms and items of the agreement, which you are entrusted to draw up.

All litigation to cease finally has grown out of James Boardman's affairs.

The Victory to be accorded to James over the town and all his opponents.

His sanity being established by a Jury of his Peers, representing the people of Vt. of course, all proceedings had against James and his property were wrong in law and equity.

Their tendency being to irritate, excite, and aggravate the person subject to them

If there was an evil intention

on the part of any one, or ones, in their instituting the original proceedings. It was Conspiracy.

Did others cooperate with them, under a mistaken idea of his insanity, that was wrong in fact, tho not in intention. James being injured in person and property, in character and reputation.

This is admitted by the act of settlement, and by all parties to it.

Therefore, James has nothing further to contend for, on the ground of principle; as you observed, what remains, being merely a matter of dollars and cents.

And, as James proposed to devote the damages to the North Family, (though one,) for religious and charitable purposes, I, as an act of charity and religion, towards the people of Bennington, agree to the withdrawal of said suit, as one item of settlement

That suit about James' cutting a tree, and the dispute about the road with Hunt; and all that has grown out of the action of Guardians relative to the property, with Hunt as others, ought to be worked in, directly or indirectly so as to make it a General Peace on the basis of Right & Justice

Those papers which Harmon took from me, secured me, with James, in all expenditures and for all services: if they are invalidated by him, I wish as good security on the property as they were. To this James assented yesterday morning, but it will have to be done, I suppose by Collard — he holding a First Claim.

I am willing to advance money enough to liquidate all the demands against the property that you and James decide to be just on right on the above conditions; except, Wright's Mortgage

I should prefer not to have the Mortgage to me run over one year.

I should want a discharge from James, (with the rest,) from all parties as future litigation connected with the matter.

I will enclose my Bill, composed of the several sums of money which I have paid out, (after deducting what James has let me have) asking for my time, or trouble, or services, nothing.

When all is paid, it will leave James and the family well off: and I am glad that it comes out so "right in the end", as James has so often affirmed it would. So that neither he nor any one should be wronged "in the end." "The end" has come.

Mount Lebanon Nov 14/66

Account with James Boardman.

1863.	Sep 12th	
1864	To Cash	2.00
Aug 8.	To Cash	300.00
1865	March 4th	
	To 1/3 Dz Brooms	2.50
April 7	To Cash	100.00
July 15.	do	5.00
	R R tickets	1.15
Nov 16	To Cash	10.50
	R R tickets	2.30
1866		
Jan 10th	To Cash	15.00
	R R tickets	2.30
Nov 14th	to expense to Bennington	10.00

All the money, ever received from James, by me, is not in this account, it all having been returned to him.

Total = $450.75

400.

Cat. No. 9788

Mount Lebanon Nov 13/66

Bill of Cash lent

to James Bassdown.

Sep 12/63		
	To Cash	2.00
Aug 8/64		
	To Cash	300.00
March 4/65		
	To Brooms 1/2 Dz	2.50
April 9/65		
	Cash	100.00
July 15/65		
	To Cash	5.00
	R R ticket	1.15
Nov 14/65		
	To Cash	10.50
	R R Tickets	2.30
Jan 10/66		
	To Cash	15.00
	R R Tickets	2.30
		$440,75

Left Ds weight house in Stuesse some five dollars

Copy

Nov 18/66

James Bourdman
Bennington
VA

Cat. No. 9782 A

Mount Lebanon Nov 16th 1866.

Beloved Br James.

I did not reach home until night, having missed the cars at Eagle Bridge: I expect I was dozing at the time, for I did not hear the usual notice given. Elder Richard & Br. Fraser went to Pittsfield to meet me.

I was gone some three days longer than I expected; but if it results in a final settlement of all the complicated suits and difficulties, affecting the peace of mind of so many individuals, and in releasing you from the cares of "this world", I shall not regret it.

It is said, "Blessed are the peacemakers, for they shall be called the children of God."

Now that you have gained all that you have been so long contending for — your right to your own person and property — you have nothing more

to struggle and contend for.

Nobody but savages propose war as a good in itself; it is only resorted to as a means of accomplishing some intrinsic good. Whether the war be a physical, a moral, an intellectual, a legal, or a "war of words", it is the same in principle. It should still be a contending for some positively good object.

When the object is subordinate to the means, the man is lost in the Warrior (on any plane) then is war as arsenic, or mercury, or the knife of the surgeon when used to kill and not to cure: it is an evil and only evil.

A sharp short war may remove a greater evil than itself, but if prolonged, it ruins those who wage it, as certainly as those against whom it is waged. Shall the

sword devour forever"?"

The most glorious title ever bestowed upon a created being was that of "Prince of Peace".

The highest Christian virtue is that of mercy & truth combined. Truth & Right alone would lead to exterminating war, as we see under the Mosaic dispensation: they killed their enemies for their faults, and the law killed them for their own errors & faults.

Forgiveness of injuries can proceed only from those who being self-convicted and repentant, seek of God forgiveness and mercy; as one said:

"Teach me to feel another's woe
And hide the fault I see,
That mercy I to others show,
That mercy show to me".

In our own selves we shall find the seed, if not the full=

grown plant of all the evils we see and feel so keenly in our enemies, or those we call such.

Would it not be wise now to gather home with us, and turn the whole force of your spirit, and all your energies to the removal of your own errors, and the subduing of your own will to the will of God, as manifested to you through the most perfect medium which you know of, whether that medium be here or elsewhere?

You need friends, peace, rest, & quietness; where will you find them in the same degree that they exist among Believers?

I have always thought that your property ought to be sold and then justly divided between yourself and family; unless you prefer to live with them, and they with you, and use & enjoy it in common.

It would not be reasonable for you to work all of your property into the hands of your natural relations, and then, in your old age and its infirmities throw yourself among your spiritual relations helpless and penniless. "Where a man's treasure is, there will be his heart also."

This Society was founded by those who consecrated themselves & their possessions to God; and those who were called, having nothing of this world's goods, were partakers of the property thus consecrated. The first class would not have been welcome without their property; and the latter class were perfectly welcome not having any. This is the Gospel: a man is accepted according to what he hath, and not according to what he hath not.

[6]

But if a man feels more interest in building up the old creation than he does the new, is it not evidence that his interest and treasure are in that?

When you first came here James, it was partly from necessity; you felt this - now if you come, it must be from faith and principle, and it would cost you a real struggle, for the spirit of the world is upon you, and it tempts you to seek unto witches and wizards (spiritual mediums in the order below you) and they will direct you according to the element they are in. Why should Webster influence you but just as he would if he were in the body - that is just as a worldly man?

Excuse my plainness for I intend it in true friendship

In love F W E

x

T Sibley Copy
Jan 19/67

Alfred Barrow

CAT. NO. 97860

Cat. No. 9786

Mount Lebanon Jan 19/67

T. Sibley,

Respected Friend,

In looking over your letter of the 9th you say, "the best I can do with James is to send back to you all the papers given up by you to Harmon" &c

Now, as those papers were for my protection in my dealings with James, and you were acting as my Attorny in the delivering of them to Harmon, and your fees were paid by me, at that time, ($20.00) If they are again delivered to you by Harmon, I demand them of you as my Attorny in the case.

Have you right to receive them, as my Attorny, and then retain them as the Attorny of James Bardman?

Please consider and reply. I claim from you all the papers received from Harmon.

CAT. NO. 9784

[1]

Statement.

James came to us a stranger, hailing from the Insane Asylum, of Brattleboro, Vt. We entertained him.

Influenced by our representations, the authorities of Bennington removed the Guardians hip and restored to James his property.

He then gave me a Power of Attorney to manage his affairs; and a Sweeping Mortgage to protect me.

One McDaniels held a Mortgage on the Hicks farm; he had foreclosed it, on the time of redemption was nearly out. I raised the money, to save it, by giving a Mortgage on the whole property; and was compelled to give my personal Guarantee in addition.

To protect me from that Bond, I took the Mortgage in my own name on the Hicks farm.

There was no income from the property to redeem the McDaniel Mortgage with. The support of the family absorbed it.

James became a member of our religious Association. This was why I interested myself in his affairs.

I made a general settlement with the Authorities of Bennington on the family; but, the woman unmade it.

The Town appointed another Guardian over James. He brought a suit in Chancery, requiring me to surrender into his hands the property and papers.

I gave them up to him, taking a Bond of indemnity. This was done with the help of Sibley James Attorney.

The Guardian paid my Bill of expenses. and I paid Sibley fees.

I offered the family a home at Lebanon. A Cottage to live in, &c. It was their choice to support themselves.

James was duly informed and well understood that we did not hire our members and that we should not pay him wages. The social and religious pledges are, considered by us a full equivalent for all services rendered. And the insurance in health, sickness, old age, or infirmities of any kind, is capital invested.

2 Sibley received and disbursed all the money we received from the estate, it never came into my hands.

James interfered with the Power of Attorney from the first, acting in his own name, without my consent, or even knowledge, so that I yielded up the Power to him and have not acted for years.

No loss has come to the property, but it is worth several thousand dollars more to day than ever before.

That I have had no legal knowledge of the Tryout and have been advised by James to take no trouble about it as his object was not to injure me, but to make the Guardian defend under his Bond.

That I have been deceived under a guise of friendship and religious brotherhood, to let the case go by default. Did not know certainly that there was such a suit against me, or what it was about until quite recently.

James has continued to claim religious fellowship and that it was his intention to spend his last days in the Society. Should always be a Shaker.

Has also made diverse statements.

1860 Nov 21	T. Sibley. James has been to Battleboro. Wants Evans to furnish money & Demands witnesses & my attendence at Court.	1
1861 Oct 2	James proposes to become citizen N. Y. state. he invites Rosanna & family to come on have a home at the North Family and he three proposed has a Cottage is prepared for her & family.	2
Oct 7	Evans. Confirmation of the above — Divorce	3
1862 Nov 22	James has hoped this Asylum is preparing for trial. (Aug 27/62 Receipt in full)	4
Oct 18	T. Sibley. James behavior. Wants Rockwell to see him so as to get his testamony.	5
Dec 12	Case called, adjourned. they are in my power. Sends love to all the family.	6
Oct 10	T. Sibley. Future expenses will be all charged to James. I shall look to his property for my pay.	7
1863 Jan 9	Expresses his faith in Shakerism will not remove it. Shakes books wanted	8
Jan 23	G. W. Harmon. Wants copies of papers.	9
27	Evans. to G. W. Harmon. Have you notified Will that he must look to you & not to me	10

1863 G. W. Harmon - has so notified Mills. 11
Feb 7 (Signed Covenant Feb 23/63)

March 29 Shakers assist him no more. Kindest feelings for all. Shall keep North Family from harm 12
Sends much love. Residence in Troy (withdrawn)
Withdrawn

Nov 15 All going in my favor. They have made mistake 13

29 Phrenological Lectures. examines his head. sent by Aim Lece will come home 14

Dec 6 Attachment. Not Gold or Silver but Love that draws him to Shakers. No relation but those who live Shakers heirs of purity — Celibacy — 15 +

1864 April 22 G. W. Harmon. Wants Copies. No obligation. 16
(19th Troy visit)

13 Allow me to manage. &c 1000 thanks to S. Hunt. 15
He does manage. Petition of children. Fetch them to terms. Shall return free from worldly temptation

May 10 T. Sibley Advice about Copies. 17

10 About Troy visit. Need pay no attention to it. as go to Troy. I will see to it. If they, Harmon & Wicks, do not answer, I will let you know. &c. 18
10 Love to all brethren & sisters. Proxona going to National Society. Sibley is your Attorney &c He will see to your rights have no fears

1864 June 15	Shall be a Shaker. no Being in the Universe shall hinder that. About suit by Guardian on Mills Mortgage. (the Guardian acts)	18 x
1865 Feb 19	About Report of trial. Coming home &c	19
March 12	Wants Dr Wright to have the Mills Mortgage wants it near home. inexpressible thankful ness for his love & union towards Shakers. (trial of James)	20
30	T. Sibley. Receives from Evans Gets $1050 to pay Mills Mortgage. His gratitude. We will never turn against you as the Society. (trial successfull)	21
April 11	T. Sibley. Gets Mills Mortgage & Note. Evans has a right to Guarentee. Guardian Retains it.	22
13	Evans Instructions to Sibley about Mortgage	22 x
14	James informs that Sibley has the Mortgage	23
July 1	About Mortgage wants Wright to have it	23 x
14	Sibley sick will send Mortgage soon	24
16	T Sibley. Enclosing Mills Mortgage & Note	25
Sep 18	James wants receipt for Mortgage & Note His faith in Spiritualism. Come soon	26

1865.

Sep 19 — The papers taken from Mills April 10/65. Evans can take receipt from Dr Wright for the 100 dollars paid for interest on it will be a lein upon the property. for it as much Interest. 27

Dec 1 — I shall be there soon. Sends love 28

1866 Aug 12 — About Tray suit. holds Evans responsible from Power of Atty to the trial release of Guardian. Suit come to focus. Harman depended. and he demanded the Guarantee Bond of H & Watts all kept secred. You must have Dr. at Benngtn 29

Sep 9 — Chase taxes. Nothing to me all in your hands No friend of mine shall come to loss by me 30

19 — Wants Evans to come to Benngn Sibley not know who has the good Mortgage. Will take care of his friends. Glad to come to Lebanon &c 31

Oct 22 — Evans Answers to the above. Appeal to him for return of Bonds. Why not pay Town charge and then put it in your bill of damages. 32

(Evans goes up gets Bonds)

22 — James supposed it all settled. Cases go ones. no sleep for a week 33

(Nov 3. Sibly. goes in law)

Nov 13 — Evans letter to Sibley on the state of things. about settlement &c Evans Bill 34

18 1864 Dec 22 — Left all to Sibley — he your Attorney — I am glad that you have taken such an honorable and disinterested course in the transactions &c "Power of Making night & day without rest" &c Is he a sane man. 35

Nov 3 — T. Sibley. James statement that Evans holds the Mortgage and Note of $600. Instructions. James statements that Evans had authorized him to employ Sibley as his Atty to sue Bennyton town &c (not true) Wants to know. if so wants funds. 36

Dec 3 — James wants suits stopped. Checks paid. Cases all go ones. Put no conditions. Put pay. & trust. to one 37

9 — T. Sibley. Not use Cks without consent of Evans. But if allowed would send back all papers stop Ty suit &c 38

Dec — Letter from D. S. Wright about suit. 39

1867 Jan 25 — T. Sibley. Not James' Atty in Ty suit. (Advise Brock) James sold his property — is poor — will not do as let his family who have now all his property. James wishes suits closed. I will receive and hold my papers for you that Hoxman give me 40

Power of Atty — Dec 24/60
Receipt in full Aug 27/62
Sibley's Receipt Aug 29/62
Bond of Hoxman do do
Receipt do do do

James signed Covenant Feb 23/63
Summons April 19/64

CAT. NO. 9796

1860 Nov 21	T. Sibley. James has been to Brattleboro. Wants me to furnish money &c Demands witnesses &c my attendance at Court.	1
1861 Oct 2	James has become citizen of N.Y. I invites Rosanna and family to come and make a home at Lebanon in the Cottage	2
Oct 7	T. W. E. Confirmation of the above Denied	2
1862 Nov 22	J B has been thro' the Asylum and is preparing for a trial	3
Aug 19	T Sibley Citation to Court Chancery. A. B. Gardner to deliver up papers property &c Aug 29 9 O'clock	4
Oct 18	T. Sibley. James behavior. wants Rockwell to see him before trial	5
Dec 12	Case called adjourned. They are in my power &c sends love to all family.	6
Oct 10	T Sibley Future expenses will be charged to James. I shall look to his property for pay.	7
1863 Jan 9	"Will not renounce my faith". Shakers looks wanted	8
Jan 23	G H Herman Wants copies of papers.	9

1865 Jan 27	F W E to G W Harman. Have you notified Mills about the Indemnity	10
Feb 7	G W Harman He has notified Mills	11
March 29	Kindest feelings for all. Shakers spirit no more letters keep your papers. I shall keep family from harm In love. Residence in Troy	12
Nov 15	All going in my favor. They have made mistake	13
Nov 29	Phrenological Lectures. Am Lee. Come home.	14
Dec 9	Attachment. not Gold, but Love. No other relation but those who live Celibate life.	15 x
1864 April 13	"Allow me to manage" &c 1000 thanks to I shall when free from temptations of world &c	15
22	G W Harman No obligations, wants copies &c	16
May 18	T. Sibley. Advice about copies &c	17
10	About Troy suit. Need pay no attention to it as go to Troy I will see &c	18
June 15	I shall be a Shaker. no Being shall hinder	18 +

1865

Feb 17	About Report of trial. Coming home &c	19
March 12	Wants Ds right to have trial. Have no fears about your mother here I will see you all right. Thankfulness. I come should be pleased to stay.	20
30	T. Sibley. Cks for 1050 for Mills Mortgage Receipt Acknowledgements. His gratitude. We will never turn against you, as the Society	21
April 11	T. Sibley Sibley gets Mills Mortgage & Note. You have a right to Guarantee	22
13	F. & W. E. to Sibley Instructions	22 +
May 14	James informs that Sibley has the Mortgage	23
Aug 1	About the Mortgage wants Ds right to have it.	23 +
14	Sibley sick. Will send Mortgage soon	24
16	T Sibley Enclosing Mills Mortgage & Note Good security	25

1865 9796

Sep 18 James wants Receipt of the Mortgage & Note His faith in Spiritualism come soon 26

19 the papers taken from Mills April 10/65. You can take receipt from Dr Wright for Interest give a lien upon the Property 27

Dec 1. I shall be there soon Same. 28

1866

Aug 12 About tiny suit, brought to focus. holds you responsible from Power of Att'y to trial. papers more demanded. Squirrentic Bond &c. 29

Sep 9 Close taxes. Nothing to me all my affairs in your hands. No friend of mine shall come to loss by me. 30

19 Wants me to come. Sibley not know about 6000 I will take care of my friends. Glad to come 31

Oct 22 F. W. E. Answer to the above 32

James supposed it all settled. cases go over no sleep for a week 33

Nov 13 F W E Letter to Sibley about matters 34

1866 9796

Dec 22 Left all to Sibley. He gave Atty. I am glad that you have taken an honorable course or disinterested. &c 35

Nov 3 T. Sibley.
Aliant loan 6000 James statement to Sibley. Sibley wants to know if I lie so. Wants funds &c 36

Dec 3 James wants suits stopped. Checks paid. Cases all go ones put no conditions but pay in trust to me 37

9 T. Sibley. Not use bk without consent. Will send back all papers from Hosmer. Stop Troy suit. Settle afterwards 38

Dec Letter to Dr Wright about suit 39

Summons. April 19/64 Receipt in full Aug 27/62
Sibley Receipt. full Aug 29/62 Power of Atty Dec 24/60
Bond of Hosmer & Weeks. Aug 29/62
Hosmer's Receipt against wages &c
Signed Covenant. Note for three hundred.
Offered the family a home from the first.

Cat. No. 4791

Mount Lebanon Jan. 22/67

G. W. Harmon.

Respected friend, I have been thinking more about that suit at Troy, and I cannot see why you are not bound by the Bond, to "hold me harmless" in the case.

But, I have concluded to propose to you, to send me the Guarantee, as I will send you the Bond by return of Mail.

Inasmuch, as I have paid for, and received, from Sibley & Miles the Mortgage, I have an undoubted right to the Guarantee.

If you have let Sibley have it as my attorney, please get it and send it with the other papers, as soon as and send them to me, yourself.

Respectfully
F. W. Evans.

Guarantee

Copy to G H Hosmer
Jan 22/67

Copy Jan 29/67

James Bardsman

Cat. No. 9783 a

CAT. NO. 9783

Copy

Mount Lebanon Jan 29/67

James Boardman,

Respected & esteemed friend,

I wrote you on the 19th inst. but do not receive an answer. Your last letter I did not come in to possession of, until it was too late to be of the use you intended. But I was glad that you felt willing that litigation should be ended.

The offer to settle all the suits for 500. seems to be made by all the parties. The only question being, who shall pay it.

As the claim is upon the Estate, an at least 500. will be saved by settling it, I do not see why the money should not be raised upon the Estate. I understood you, that such was your intention, here my opps and was surprised when you declined.

I have seen the "complaint" in the Tray suit, and am confounded at the charges & statements therein made.

As you told me, in a letter, not to "take any trouble about it, as that I need

(2)

not go to Troy, that you would see that I was notified, if it became necessary, & and would keep me from being so had so notified Denio. I have rested quiet about it (tho' often hearing from others, alarming statements,) relying upon your honor & friendship.

I supposed that your idea was, to make Harmon & Weeks the defendents; and not myself & the North family.

Harmon says, that he has taken Counsel upon the matter; and that he is not going to defend. This you see throws it back upon me.

Do you want me to be the defendent in that suit? is it your intention that you and me shall be antagonists in this after all the years of friendship and good will that has passed?

Please consider the matter and that it is only by the efforts that I have made to befriend you

and protect your interests and do you good; that you could do me harm.

I have not let any one in the County but Richard know of the suit yet.

If you will come and see me, I think that I can satisfy you that it will not be best for your interest, form a selfish point of view, to go on with that suit.

And if, after showing you some 40 letters, and other documents, you still think best to press it against us — the dearest friends you have on this earth — we shall defend as best we can, and bear the result. But, I do not intend to go any further; that will be all the harm that we shall want for our lifetime. I do not expect to sue any one else.

I am thus explicit that you may understand that we shall suffer many wrongs rather than seek revenge.

We feel just the same towards

you that we have always done — friendly — the question has arisen in my mind whether you had not changed in your feelings towards Believers.

We have all the brethren that we can hear, and hope that that you will come and help us, rather than add to it.

We have much company this Winter almost all the time.

John Gildersleeve at the Cbh is nearly killed by the Clothes Cab-boose falling upon him.

John Greaves is quite unwell.

Wm. Carpenter still a cripple.

I am not as well as usual.

But we are having wonderfull spiritual Meetings & manifestations Large lights are seen by several at a time and divers operations.

Please write immediately so that I may know just what you intend to do with me. As which will

be much better

come I enclose a ticket. In love F. W. Evans

Mt Lebanon March 12/67

Friend Sibley

I have in my possession the Mills Bond, Deed of the Hicks farm Sweeping Mortgage and power of Attorney

Are these full and entire Security on the property for what I have drawn or may advance on Boardmans account, or are they by any means became invalid

Has the Gaurdian discharged or released them, so that they are of no effect. I do not recollect what papers he caused me to sign If the instruments which I signed made = fast there, can they be resuscitated by returning those instruments to me

James is of an opinion that Hermans not having any Order from Court for the transfer of real Estate, whatever papers I signed is invalid

I do not perceive how James could

use the paper I gave Harmon as his guardian without sactioning and legalizing all their bribed

I find that the Lawyers pro & con admitt the justness and moderation of my claim as a condition of settlement - I (c), that all the Documents and Papers I gave up, should be returned to me in intact equally good as when I parted with them - Or that an equivolent paper should be given

If this is done I will make the Check payable in Pittsfield Bank and thus end all suits and drop all suits

No one would know better than your self whether the Deed & Mortgage are to me now, of any value as to a lien on the property for my security

Surely now, that there is a general friendly feeling with all parties, and all wish it settled - Can there not be some way devised to undo what

Ulmer has done to the papers Or to give reasons
There are no marks upon the paper
Respectfully yours &c
F W Evans

New (Mount) Lebanon March, 13th 1867.

I do hereby declare that the proceedings of G. W. Harmon, in my behalf and for my use and benefit as my pretended Guardian in demanding and receiving of Frederick W. Evans, my true and lawful Attorney certain property and papers with which I had endowed him; to wit, A Deed of the Hicks farm dated 31st day Dec. 1860 and a sweeping Mortgage dated 9th day May 1861 together with certain other papers was without my knowledge consent or approbation and that the same is absolutely null and void to all intents and purposes and I consider that the above named Deed and Mortgage are to day valid and of full force and virtue the same as if no such proceedings had ever taken place.

And I do hereby Guarantee the above named deed and mortgage to the said Frederick W. Evans as good and sufficient security for all the uses and purposes therein specified. Any quit claim of said deed as discharge of said Mortgage by said F. W. Evans, to G. W. Harmon, in my name, and for my use and benefit, to the contrary notwithstanding.

CAT. NO. 9795

I do hereby declare that the proceedings of G. W. Harmon in my behalf, and for my use and benefit as my pretended Guardian, in demanding and receiving of Frederick W Evans, my true & lawful Attorney, certain property and papers with which I had endowed him: to wit:

A Deed of the Hicks' farm dated

and Mortgages dated

together with certain other papers, was without my knowledge, consent or approbation; and that the same is absolutely null and void to all intents and purposes, and that the above named Deed and Mortgage are today valid and of full force & virtue the same as if no such proceedings had ever taken place.

And I do hereby Guarantee the above named Deed and Mortgage to the said Frederick W Evans as good and sufficient security for the uses and purposes therein specified: Any quit claim of said Deed as discharge of said Mortgage by said F W Evans to said G. W Harmon in my name & for my use and benefit to the contrary notwithstanding.

Cat. No. 9795-A

I do hereby declare, that the proceedings of J W Harmon, in my behalf and for my use and benefit, as my pretended Guardian, in demanding and receiving of Frederick W Evans, my true and lawful Attorney, certain property and papers with which I had indowed him: to wit:

A Deed of the Hicks' farm dated
and Mortgage dated
together with certain other papers, was without my knowledge, consent, or approbation, and that the same is absolutely null & void to all intents and purposes; & that the above named Deed and Mortgage are today valid & of full force & virtue the same as if no such proceedings had ever taken place.

And I do hereby Guarantee the above named deed and mortgage to the said Frederick W Evans, as good and sufficient security for all the uses and purposes therein specified. Any quit claim of said Deed as discharge of said Mortgage by said F W Evans to said J W Harmon, in my name & for my use and benefit to the contrary notwithstanding.

Cat. No. 9788-A

Mount Lebanon, Jan 18/68

James Boardman Dr

to Frederick W. Evans.

Sep 12/63	To Cash	2.00
Aug 8/64	"	300.00
March 4/65	7 odd rooms 1/2 Dy	2.50
April 9/65	To Cash	100.00
July 15/65	"	5.00
"	Rail Road tickets	1.15
Nov 15/67	to Cash	10.50
"	Rail R tickets	2.30
Jan 10/66	to Cash	15.00
"	R R tickets	2.30
		$440.75
Jl 10/66	to expense to Benjm	9.25
		$450.00
Nov 10/66	to Check on Pitt. Bks.	500.00
		$950.00
	to time & Counsel, & int. on money loaned.	50.00
		$1000.00