

Greenwood No^{ca}

July 7th 1867

Hon. E. B. French
Secund Auditor }

Sir:

Your letter of July 3rd is received. In reply I would state that I did give Pettengill a promissory note of \$850.00. The circumstances of the same are as follows. After the bargain for the sale of his interest to me had been made and I had paid him upwards of \$800 - he exhibited a note and mortgage, the existence of which had been before concealed made in the name of the firm to one J. C. Kenyon his uncle by marriage. Rather than lose what I had already paid him and hoping to get out of his clutches thereby, I agreed to pay him \$850 on condition that he would discharge this obligation. This he has not done but having transferred the mortgage to another it is now in the hands of an Attorney here for foreclosure. Harris, as attorney in fact, for the maker, commenced a writ and procured an attachment against Pettengill. Upon this process I was garnished, and set up in

reply to the furnished the above facts.
What the ruling of the Court upon
the subject was I do not know.
I believe Munnemaker did not appear
in Court at all but gave power
of attorney to Harris to prosecute.
Whenever I have said anything to
Harris, let it Munnemaker, he
has replied that "He is gone up
the Country &." Once he said that
he was in Yadkin County. He has al-
ways claimed that Munnemaker was
very anxious to return to his old home
Dorchester Prussia. I have been
informed that it has been offered
in evidence to you upon the
affidavits of Harris and others that
Munnemaker had gone to Missouri.
It may be true but if so, better
evidence of the fact could be
produced than the testimony of
Harris, father and son. I will
do whatever I can to learn his ^{actual} where-
abouts. I will cheerfully forward the dis-
charge and any other papers in my
possession for your inspection. I would
like to have you return a receipt how-
ever as I am afraid of knavery in
everything relating even most dis-
tantly to Pettungill.

Respectfully

C. W. Tourge