

Mayville, N. Y.  
Feb'y 7th 1893.

Dr D. G. Brinton,  
Philadelphia, Pa.

My dear Sir:

Yours of Feb'y 20d to Forda, Howard & Hulbert, has been forwarded to me, as they have long known of your assurance to me, -- of the release of your claim on the Judge's books, -- whenever Mr Blair's claim was assigned to me.

You no doubt recall the fact that you did give me such assurance when you met me in Brooklyn in 1884.

Acting upon this, I wrote you immediately when there seemed a prospect of securing an assignment of Mr Blair's claim, in Oct last, and received a card from Mrs Brinton that you were absent in Spain and would not return before Jan. On Dec. 9th I obtained an assignment to myself of all Mr Blair's claim, but did not write you until Jan. 18th, when I supposed you would have returned from abroad, to which communication I have received no reply.

To settle with Mr Blair, besides the release of my own personal <sup>against him</sup> claims, I had to raise a considerable sum of money and relied upon the fulfillment of your pledge to meet the liabilities incurred. It was not much to one of independent means, it is true, but to a woman who has almost nothing, with nearly \$10,000 of debt hanging over the little she has, it was a good deal. I told the banker from whom I received the money of your promise, and that I had no doubt you would do as you had agreed. This would enable me to meet my obligations as they matured.

If I had not relied on this promise, I most certainly would not have placed myself in this position. As you know every shred of my property was swept away by the Continent failure. I think you will

informed when the Judge gave you the lien on these books,--that one of them, "Bricks Without Straw," was my property. As soon as I learned of this book being included in the security to you, I strenuously objected to its being so used. I should certainly have insisted on my right to the proceeds of this book, when it became evident that the security must pay the debt, and I was in sore need, had I not relied on your promise. From this book you have received something more than \$1000. This was my property, which I allowed you to take for my husband's debt because of your promise.

You have now received in payment of the indebtedness of \$6,000,-- \$3,000, with interest for one year, paid at maturity. On the other, \$3,000, you have received the entire principal, with \$278. interest. It seems to me pretty hard that when I allowed you to receive the proceeds of this book under your promise to assign the others to me whenever I should get Mr Blair's claim into my hands, you should now insist that I should go on paying the last farthing of interest. If I had not relied on your promise, I should not have bought Mr Blair's claim--certainly not at this time.

Of course, if I had contested the lien, "Bricks Without Straw," would have been taken out, and I should have brought suit if necessary for that purpose, but for your promise.

I was advised during my negotiations with Mr Blair, by my counsel in that case, that your promise, taken in connection with the yearly receipt of the proceeds of my book, constituted a contract with what he termed a "continuing <sup>consideration</sup> obligation" which prevents the promise being vitiated by time. I do not know how this may be, and I do not wish to ascertain.

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I merely ask that you ~~will~~ fulfill your pledge and release the  
lien on the occurrence of the condition you, yourself named, --to do  
by me as you would wish another to do by you were conditions re-  
versed.

Very truly yours,