

Mayville, N.Y.
Feb 12th 1893.

Fords, Howard Hulbert,
New York City.

Gentlemen:

Yours of the 10th with enclosure is rec'd.

Dr Brinton's letter is a ^{most} very surprising communication. Having been familiar with my correspondence for many years, I think you will ^{system} justify me in saying that I do not write "imperative" or discourteous letters to anybody.

Had Dr Brinton written me like a gentleman, and said he never expected to be called on to fulfill his promise, and could not now afford to do so, I should probably have been willing to let him ~~off~~ take this payment on his remitting the subsequent ones. As however, he proposes to flout me in the face and then take another lump of my money besides what he has already received, we will let the law decide between his word and mine and determine where his right ends and mine begins.

As I am advised, you are merely the stakeholder between two claimants under of a fund ^{which is in your hands merely as a trustee, and} ~~under the same contract, and that all you~~ ^{have to do is to state the facts in your answer,} ~~need do,~~ should he bring suit, is to state the facts in your answer, pay the money into court and ask the court to determine who is entitled to receive it. This ~~is all you can do and~~ leaves you entirely free of any liability ^{to either party, and} ~~to either party, and~~ ^{I am now the owner of Blair's lien and also the owner of Bricks."} ~~to either party, and~~ ^{the court will hold the money until the court is satisfied.}

My claim is that Dr Brinton promised to release the lien on all the books to me, whenever I could secure a release of the same from Mr Blair. On account of this promise I have hitherto allowed him to receive the income from "Bricks Without Straw," This was my book, and I never consented to its being hypothecated. He probably

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did not think I could secure the Blair claim; but I did, if it did take several years to bring the matter about. Fortunately, I told several parties of Dr. Brinton's offer at the time it was made, as it was a matter of considerable importance in what I was then striving to accomplish. When he says he did not make such a promise, he either forgets his own words or his desire to get the money ^{educed} verbal-
him not to wish to remember them
ances his regard for truth. I have no doubt of my ability to establish both the promise and the consideration--which ^{indeed,} is evident to any one knowing the facts in regard to "Bricks Without Straw."

Either I have a right to the fulfillment of this promise or I have a right to have the sums he has wrongfully received because of it on "Bricks", returned to me. In either case, I have a right to the money on hand. These payments ^{of income from my book,} with interest, amount to \$935.57, as per enclosed memorandum. This is without 1886, for which year I did not have a detailed statement. With that it would probably reach \$1,000.

If I wished you to favor me, I would ask you to let me give an ^{acknowledging} refunding bond and make my fight through you. This would not be fair, however. I am quite willing to submit the matter to any court and if it takes as much as the entire sum, we shall both have the satisfaction of knowing which is right.

The absurdity of the pretence that I want ^{Dr. Brinton} him to make the Judge a present, is evident from the fact that I make no claim that he agreed to release him, but only to release the books to me, if I could get an assignment of the Blair claim upon them. I had no idea of appealing to his generosity. After he had already intimated his refusal in a letter to you, I wrote to him setting forth the con-

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tractand showing him that he had already received more than the principal of his debt through my forbearance to claim my own. I do not desire any sentimental consideration however, and ask no favor. It is my right I am after and as he sticks for his pound of flesh I shall insist upon his not taking my blood.

You can do whatever you please —
~~I do not care in the least what you do with t is letter.~~ I do not refuse to reply to courteous communications and then ask other people to send insulting round-about missives to my correspondents, and it is quite possible that Dr Brinton may find it would have been better policy not to have assumed that he only to be lavish of imputation to secure all that he desired.

Very truly yours,

Amounts paid Dr Brinton on account of "BRICKS WITHOUT STRAW."

1884-----	\$167,04.			Interest for 8 years, --\$30,16 =	\$247,20.
'85-----	135,42	"	7	"	56,88, = 192,30
'86-----	-----				
'97-----	103,81	"	5	"	31,14 = 134,95.
'88-----	83,46	"	4	"	20,00 = 103,46.
'89-----	88,89	"	3	"	15,90 = 104,40.
'90-----	55,38	"	2	"	6,70 = 62,58.
'91-----	85,55,	"	1	"	5,13 = 90,68
				<i>Total</i>	<u>90,68</u> <u>\$937,57.</u>

\$ 937.57

Total 937.57