

DICTATED.

Mayville, N.Y.
June 2d 1893.

Arthur W. Decker Esq:

My dear Sir:

I have yours of yesterday.

Concerning Mr Jewett's claim, it would perhaps be well not to be too rash in the matter of costs, unless your client has a fancy for paying them.

The circumstances are peculiar. He has a legal claim on me for the full amount because I contracted for the service. This I wrote him I would pay in instalments as I might be able during the next few months. This proffer he rejected by placing the claim in your hands and demanding the whole without delay, accompanied by your threat of added costs.

Now, while I am legally bound for the whole sum, I do not think its payment can be forced. There are some \$30,000, or more of unsatisfied judgments on the docket here against me and I think the chances of your overcoming their precedence not very great.

The statutory lien for the fee might serve him, but aside from the fact that a badly foundered mare, and a very scraggy foal might not yield the full amount, there is the farther fact that the mare is not mine and was not at the time of service. If Mr Jewett will examine his record, he will find that she was booked as the property of A.L. Tourgee, which was correct. The owner was not then in the State, and neither authorized my action nor had any knowledge of any such purpose on my part. Whether under these circumstances, the mare should be held for the full amount of the fee or only for the value of the service is a question it might be difficult to determine.

In connection with this question, is the well-known fact that the produce of the horse is not worth one-fourth as much today as

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knowned by reducing his service-fee one-half, to wit, \$50.

He stands however, upon his legal right under the contract. Of course, the owner will do the same. I make no question of liability but cannot be made to pay over what I do not have, and my proffer of payment in instalments having been rejected, cannot be expected to go beyond the line of the law's compulsion.

As a settlement of the whole matter, I am willing to secure for him without delay, -- that is, within a week or ten days, his present estimate of the value of the horse's service, to wit, \$50.00.

Of course, Mr Jewett is not responsible for the drop in values neither am I. It is simply a fact which puts him in the position of seeking to enforce a legal demand for what he admits is but half the value.

Yours respectfully,