G. S. L. City, Augt 31st 1853

Dear Madam;

I received a letter from you by the hands of Bro. Thomas, ~~this~~ ~~morning~~ <a few days ago> in relation to some property left here by Bro Beach.

I immediately examined the docket of the Court of the first Judicial District, and there found that on the 21st day of Jany 1852, after hearing witnesses, examining accounts, & listening to Pleas, the court decided that Seth M. Blair, do recover of Miles Beach the sum of $301. debt, with $8.30 costs of Suit; it thus appears, that the case was fully heard & unless some additional evidence could be produced on the part of Mr. Beach, I cannot see how a rehearing could make any alteration in the decision.

Mr. George A. Smith, acted as Attorney on the case for Mr. Beach, and though I cannot enquire about the matter of Mr. Smith, as he now is some 280 Miles South of this City, I can assure you that he did all for Mr Beach in the trial that the evidence produced would admit of.

I saw Mr. Blair this morning, who told me that Mr. Beach did actually owe him the amount of the Judgment, in all honesty, which he did prove before the Court. I was not present at the time, but knowing that Mr. Beach was absent, & purposed returning, that no loss might fall on him by a Sheriff's Sale of the executed property, I caused it to be bid off at $330 and paid Mr. Blair's demand, and obtained from the Marshall a deed of the property, viz Lot 6. in Block 70. in this City, & Mr Beach's share (3/4) in the brewery owned by him & Mr. Thomas, also in this city.

About the time of the trial, I saw Mr Thomas & Mr Blair together on the matter of the settlement alluded to in your letter, when you state, that Mr Beach said he did not owe Mr. Blair one dime, and would prove that by their settlement, & Mr. Blair did state that he ~~now~~ <never> acknowledged that settlement, as it was not correct, Mr Thomas said he had stated that Mr. Blair sold hay to Mr. Beach when he (Blair) had no hay to sell, & Mr. Blair did there and then prove to Mr. Thomas & make him acknowledge that he had a stack of Hay in good condition which he sold to Mr Beach at the same rate that he sold to the citizens, but which the cattle destroyed after Mr. Beach had purchased it. Mr. Thomas frankly admitted at that time that he had been mistaken in his views about several important items of deal in the company, and it is not to be wondered at as Mr Thomas is not a business man, nor acquainted with keeping accounts, but Messrs Beach & Blair were. I simply mention this to corroborate my opinion that unless addition of evidence could be had in the case, a rehearing would be of no avail.

In Mr. Beach's Merchandizing operations in this place, I will do myself the Justice to state that if I had not borrowed the money of the persons he sold to, & paid it over to him, he would not have got his pay; and with regard to the amount I bought of him, the money was paid over by me precisely as he wished it, & if you did not receive it until a late date, it was not my fault, but was from the conduct of some of your St. Louis friends.

I have sold the City lot for $1000, & the share in the brewery for $1125. to responsible persons. Both these sales <were>, I fortunately effected at a high rate for the property, especially for the share in the Brewery, & the Purchasers are to make payment as speedily as possible, which will be promptly forwarded to you or your order, at each opportunity.

Had you been my own sister I could not have done better for you in all this matter, than I have done, as also with all my business with, & for Mr. Beach,and this not for pay nor praise, but to discharge my duty to my fellow beings.

The demands against the estate are viz:

Amount of Judgment $ 300.00

Court Costs 8.50

 Increase $ 23.35

 Interest on and paid to date 30.45

Balance due on a/c at Tithing Office 28.14

" " Jno O. Laughlin order 161.39

Since the above amt. accrued Taxes have

accumulated on the property, including

those for the year 1853 66.13

Amt paid Hollis for Repairs on Brewery 46.85

Interest on $350. from Jany 30 /52

 to Augt 30/53 a 6 per cent per annum 33.25

 Draft your favor a 30 days after

 sight or (Sept 1st/53) Hon John

 M. Bernhisel Washington City, for 300.97

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 Cr. 1000.00

 Amount of Sale $ 2125.00

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 Balance $ 1125.00

You will please observe that I have only charged the low legal rate of interest of the States, for the $300 advanced by me, when money has been let here during all the time since that advance for from 20 to 60 per cent.

I should not have mentioned this, only you are far away, & may at times be tempted to feel that you should receive more avails from the portion of the estate here, but I again assure you that the property has been sold just so far as I can

I enclose a Draft on John M. Bernhisel at Washington <for> $300 97/100. which will be the difference between of the estate, & the $1000 for which the city lot was sold, which by the way was an excellent sale, as the Lot it has been at no outlay upon it, except a small sum in taxes. There is still due you on the sale of the property $1125. which Mr the purchaser of the brewery interest, says he will pay next spring, & fall, probably all next spring.

There may some have to come out of the $1125.00 that I do not know of, but I presume not much, if any.

Having done the best my judgment & the market would allow, & hoping that my transactions in behalf of Mr. Beach will prove entirely satisfactory to you.

I Remain Sincerely

Your Friend

Mrs. Mary G. Beach

Brigham Young