

Frances Cabaniss Roberts Collection: Series 9, Box 9, Folder 3

Fearn and Donegan Business Correspondence, 1852

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folded letter

Names:

Fearn, Donegan &
Co.

Places:

New Orleans, LA

Types:

address

Dates:

June 1, 1852

Frances Cabaniss Roberts Collection: Series 9, Box 9, Folder 3

Fearn and Donegan Business Correspondence, 1852

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F40 P3 1852
Corr. - Business 9 Box 9

Mobile
May 31. 1852.

My dear Fearn Donegan & Co.
New Orleans.

I have received your favor of the 24th Inst. You state that it is your wish to charge 2 1/2 per cent Commission on the amount of the cost of the supplies you furnish a pleasure for your trouble in purchasing & shipping them 2 1/2 per cent more for advertising the price to the seller. It is your invariable usage to charge 2 1/2 per cent Commission on the amount of the cost in every invoice of supplies ever received of you. As you are now entitled to 2 1/2 per cent at the time of the purchase why do you not make a full charge of 5 per cent in each invoice. I have had transactions with ^{several other agents in Mobile} ~~other agents in Mobile~~ Commission houses in New Orleans, besides your own where ^{to any other than yours} was charged but 2 1/2 per cent on the amount of my purchases. You paid the price personally including this Commission & interest till payment there was no additional charge of any Commission. There never was such a charge against me till after the

from Hopkins, A. F.

Names:

Fearn, Donegan &
Co.

Places:

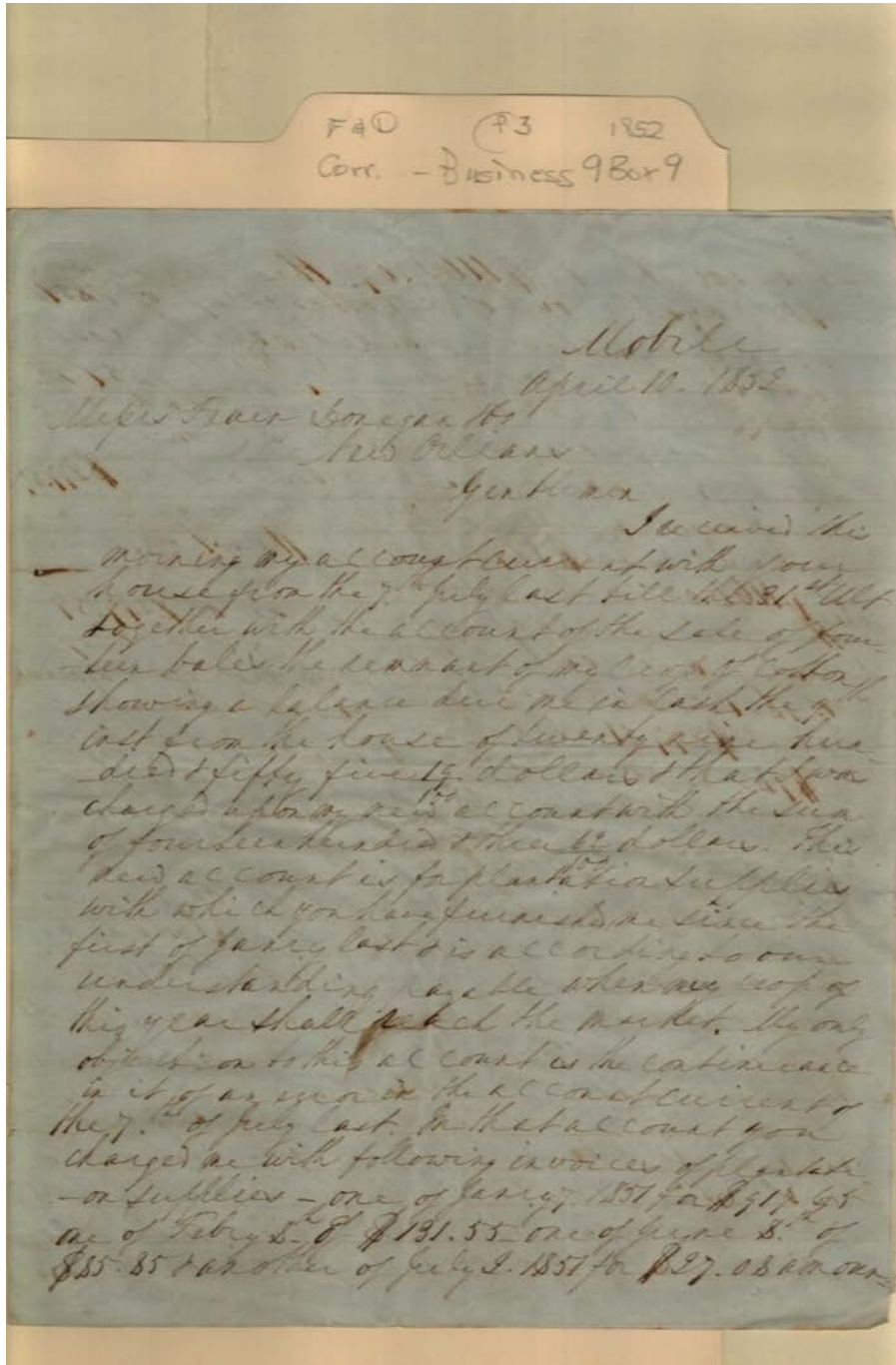
New Orleans, LA

Types:

correspondence

Dates:

May 31, 1852



from Hopkins, A. F.

Names:

Fearn, Donegan & Co.

Places:

New Orleans, LA

Types:

correspondence

Dates:

April 10, 1852

Frances Cabaniss Roberts Collection: Series 9, Box 9, Folder 3

Fearn and Donegan Business Correspondence, 1852

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F40 93 1852
 Corr. - Business 9 Box 9

When their bills come, you added that
 the bill of supplies was not been charged in the acct
 first ordered you did not receive them till they
 sent them to me as to matter of receipt for as in
 - fact is I charge for you had to pay cash for
 it.

If you will review what I have said to you
 the 2d Sept 1852 you are on one charge me
 again with the plain bill of supplies that happened
 made the balance due to me \$3312.75 which
 you added to the balance due to \$82.82 for as
 - being the \$3395.57. I did not in my bill
 or bill to \$3395.57. I did not in my bill
 received as objection to so much of the bill
 claimed as you claimed the balance due to me
 of March 25th the date of the bill, upon that
 the balance due to me at the time of the supplies
 I paid for the supplies that I received of you
 when you had others and put you receive in
 addition 25 per cent of the balance due to me
 the cost of the supplies and I received from the
 2d Sept 1852 by the time of the payment of the \$3395.
 5 of the supplies to the cost of the supplies
 of the supplies. This was a reasonable amount
 you say as it was not like your account
 of the supplies and I did not receive the balance
 until you ordered you to charge me for a balance
 the payment of the balance. I did not pay as if I
 had not paid the bill for the supplies last year
 in your hands you did not receive any balance
 on the part of the account to me. I did not
 pay the balance for you. As the account for supplies
 of this year is not yet in your hands I have
 \$1408.00 of supplies that I have ordered for you
 and I have not received them yet. I have not
 yet. Please send me the bill for the supplies that
 I have ordered for you. I have not yet received
 them yet. I have not yet received them yet.
 J. L. Hopkins

Names:

Hopkins, A. F.

Places:

Mobile, AL

Types:

correspondence

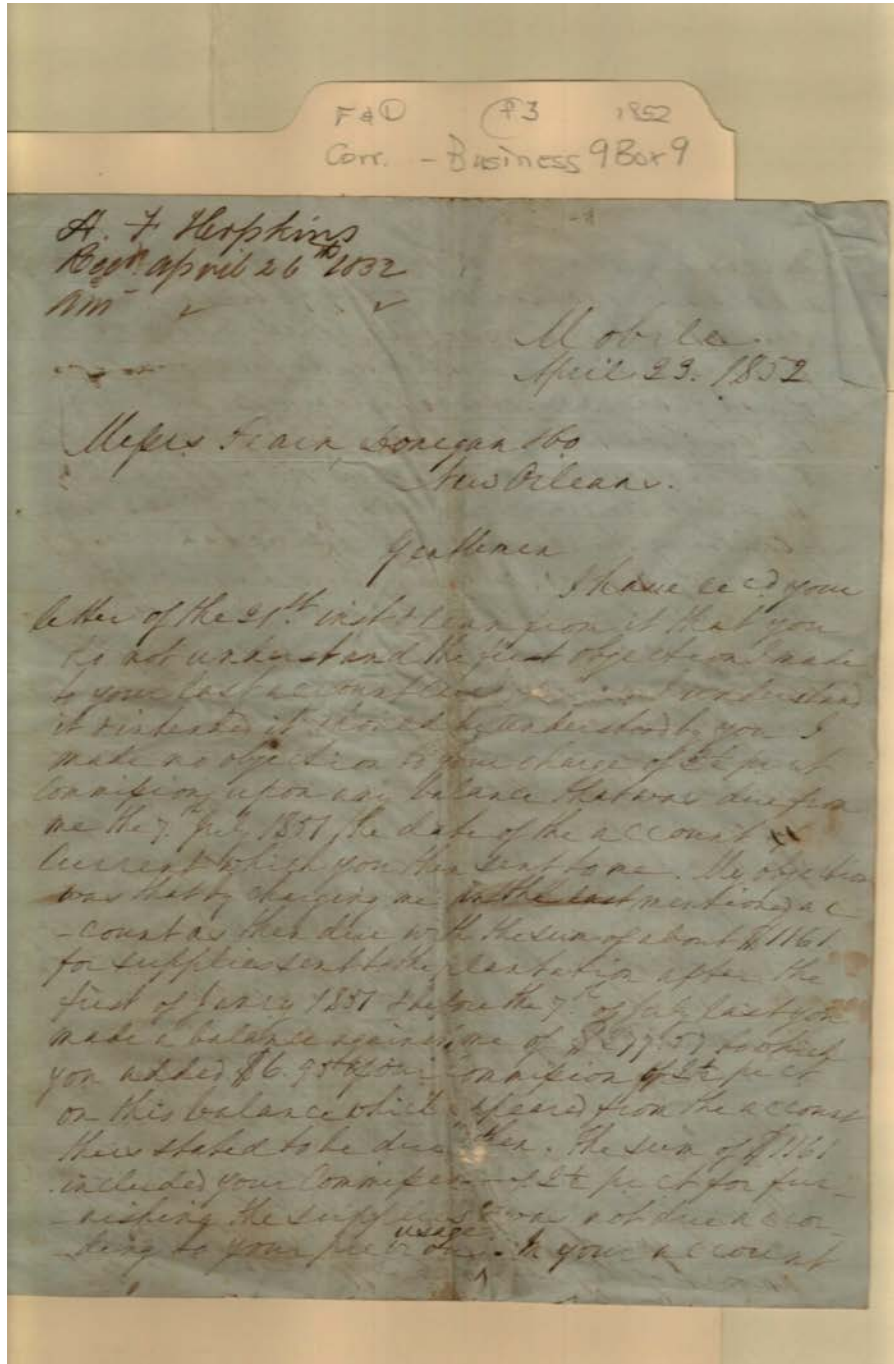
Dates:

April 10, 1852

Frances Cabaniss Roberts Collection: Series 9, Box 9, Folder 3

Fearn and Donegan Business Correspondence, 1852

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Names:

Fearn, Donegan & Co.

Hopkins, A. F.

Places:

Mobile, AL

New Orleans, LA

Types:

correspondence

Dates:

April 23, 1852

F40 F3 1852
 Corr. - BUSINESS 9 Box 9

Mobile
 May 28. 1852

Mr. Fearn Donegan Esq
 New Orleans

My dear Sir

I received yesterday your favor of the 26th inst. I have always said you never objected to the payment of 2 1/2 per cent Commission on the sum you paid for all the plantation supplies you ever purchased for me. The account of 1846 which showed that the cost of my plantation supplies from the first of year till the 20th May 1846 the date of the account current was \$1305.48 included your 2 1/2 per cent commission on the sum you paid for me. I never received an invoice from your house from which it did not appear that the amount of the cost concerned in fact of your Commission of 2 1/2 per cent. Your last account current dated the 1st of last month showed a balance in my favor of \$2955.14 subject in your hands to my order. At the foot of this account under the head of new account is the following statement

To Invoice of my \$208.14	
By 2 1/2 % Feb 241.12	
By 2 1/2 % March 957.36	\$1408.62

The amount of each invoice included 40 per cent Commission of 2 1/2 per cent on the price of goods on a piece to pay the head of this sum of \$1408.62 to you

from Hopkins, A. F.

Names:

Hopkins, A. F.

Places:

New Orleans, LA

Types:

correspondence

Dates:

May 28, 1852

F40 93 1852
 Corr. - Business 9 Box 9

at the time of purchase I would discharge my
 obligation to you by the receipt here of this amount
 to you as soon as you sent me the invoice on
 the account with interest on the price from the
 date of the purchase till the time of payment. This
 invoice or account checks me with the price
 of the supplies, your commission of 2 1/2 % of
 the price. You admit that the \$1403.62 is
 not due now but is payable out of growing
 crop of Cotton. If I pay it other due date
 receipt which shall have a receipt from the date
 of the purchase bill payment at the time
 when the account shall be come due upon
 what principle can you claim another 2 1/2 %
 Commission on the \$1403.62 according to the
 universal usage here when the account
 for supplies is paid then due upon the plan
 for the pay for the Commission that the
 2 1/2 % charged on the invoice as a part of the
 account is used in favor of the Commission then
 short. This usage was understood and agreed
 in the purchase of the account against me for
 the horse was a defective horse of the usage
 bill since it been shown to the horse.
 Your last account with the statement under
 the head of new account to which I have refer-
 ed is made in conformity to the usage. The
 \$1403.62 is now due on what principle can
 you require me to pay another 2 1/2 % Com-
 mission? The additional Commission (2 1/2 %) not paid
 if the horse should be paid immediately after the purchase
 there is no principle in law or usage for additional
 Commission by the second should be paid im-
 mediately to be due. If I had a receipt from you
 previous to the date of the last account I would

from Hopkins, A. F.

Names:

Hopkins, A. F.

Places:

Mobile, AL

Types:

correspondence

Dates:

May 28, 1852

F40 F3 1852
Corr. - BUSINESS 9 Box 9

in April last an additional sum of \$2955.44
the account of the plantation supplies
would have been balanced if you had then
reduced the price of supplies in that account
as was done in that for July 1851 in the one
for 1850 they would have been a balance
against me of \$1413.62 which as a sum due
would have been for which you would have charged
me with another commission of 5% upon
an unpaid balance. When I pay the debt due
for my plantation supplies including one com-
mission of 5% I will pay the interest on the
fine of purchase therefor one nothing more
to you on account of the purchase. If you charge
a commission of 5% on each of 2 1/2% for
supplies it ought to be charged in the invoice
you send me instead of the 5% which
you have always charged. Then you will account
all debts against me here when the goods are
sent to the port you pay for them until they are
shipped to the port here then is no ground
to charge me for 2 1/2% if you pay the amount
of goods but by me. The effect as understood of
one of your late remarks in your letter is that I
must leave from me here after not only the
5% commission stated in the invoice but 2 1/2%
if it more whatever I pay the most as when
they become due. If this be on your terms with
your customers I do not wish you to depart from
it in my favor but as at present address I
do not think it probable I shall enter into such
a contract with you. I take no exception you

from Hopkins, A. F.

Names:

Hopkins, A. F.

Places:

Mobile, AL

Types:

correspondence

Dates:

May 28, 1852

F40 93 1852
 Corr. - BUSINESS 9 Box 9

Lett. it was intended doubtless to state your own
 opinion. By this it state mine of our relative
 rights. When settling your account of the
 last year the A. M. Hopkins was with me and
 after the account was in correction in introducing
 into the presentation sufficient to be twice
 the amount of the correction of the account
 in these respects but nothing amounting to a
 correction was made. I of course believed
 on a knowledge of my letter of the 29th ult.
 I wrote respecting to A. M. Hopkins have
 been the subject of the matter in difference
 he requested him to bring it to the end of the
 matter in such a way as to have it finally
 settled. I have no objection to a certain amount
 with which according to my view I have been over-
 charged. I am engaged in the business of the bank
 here & shall be in a few days for the purpose
 of settling. If you will have the supplies on foot
 the account correct of July 1851 as you left
 them out of the account of last month the
 payment ~~from~~ to his order as my last bill
 the amount of the loss of the supplies on the
 mission of 2nd of July only, with interest on the
 price till you received payment from the bank
 they will be as respectfully paid how ever
 that the question should not be settled till all
 the parties shall have been consulted upon it.

M^{rs} Respectly
 A. M. Hopkins

(MS)
 Recd May 29 1852
 A. F. Hopkins

Names:

Hopkins, A. F.

Hopkins, A. M.

Places:

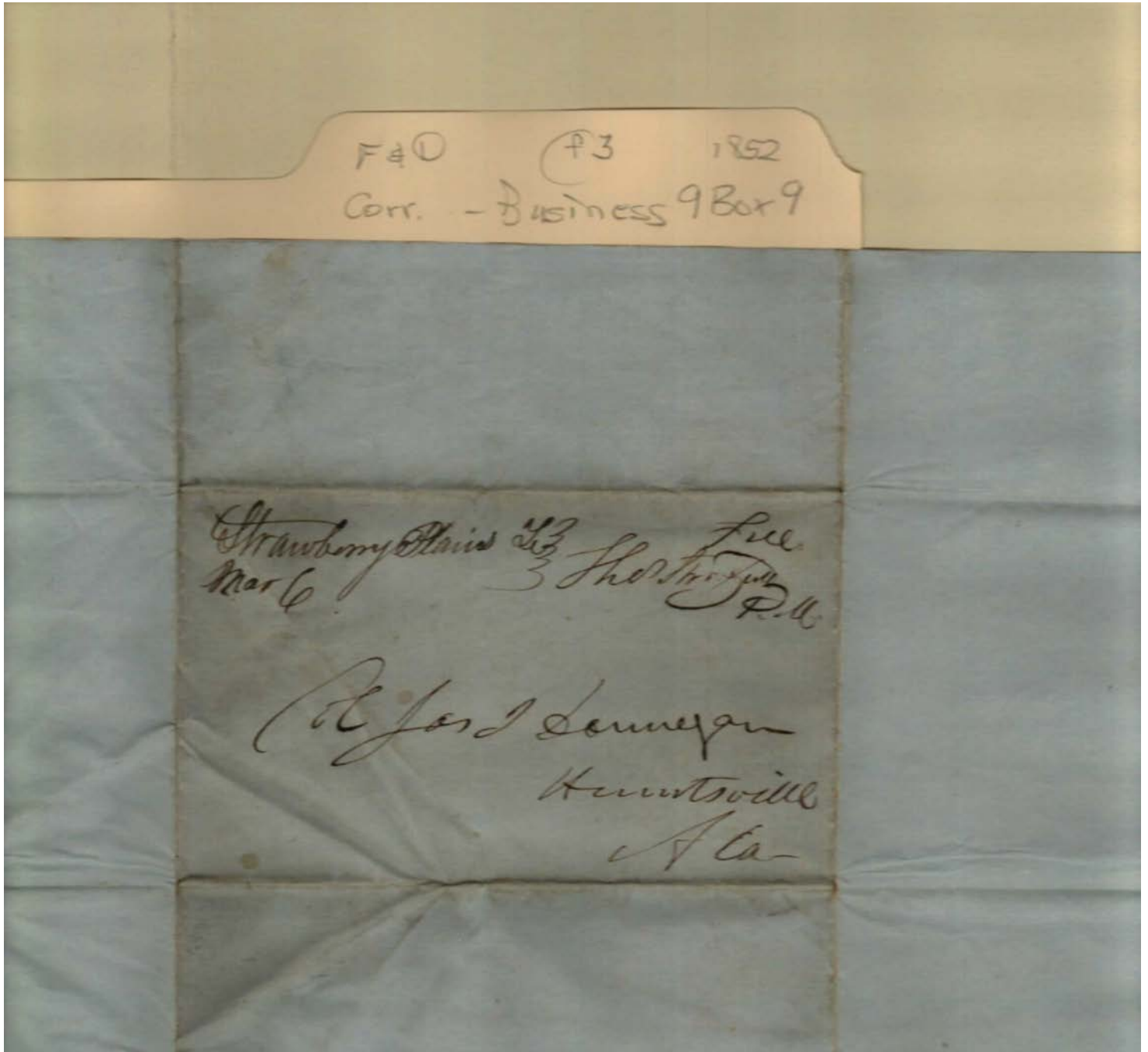
Mobile, AL

Types:

correspondence

Dates:

May 28, 1852



Names:

Donegan, James J.

Stringfield, Thomas

Places:

Huntsville, AL

Strawberry Plains,
TN

Types:

address

Dates:

Mar 6, 1852

F40 (P3 1852
Corr. - Business 9 Box 9

Strawberry Plains March 5-52
My dear Sir
Your favor of the 24th
ult. came to hand this evening.
All things considered I am satis-
fied at your having sold my land,
and thank you for the kind offer.
I will arrange the power
of attorney so soon as my wife
can go to Knoxville - but the
roads are so bad I may be some
weeks - All however, shall
be well - I cannot afford to
take up more than the 1/2 as
Mr. Steele desires me to do.

Yours respectfully
Thos Stringfield

P.S. Through mistake I wrote
on the wrong half of my sheet
T.S.

Names:

Stringfield, Thomas

Places:

Strawberry Plains,
TN

Types:

address

Dates:

Mar 5, 1852

F40 93 1852
 Corr. - Business 9 Box 9

To amount sent for work \$14,300

x ~~On my East Lane~~ at \$600.00

On 17 hogs at 48c each 7,650.00

On the Calwell House at 8,500.00

On the Lorraine at 1,500.00

\$23,650.00

The Company shall have
 the Privilege of selling my Lane at anytime
 and appropriating the proceeds to the Bureau
 Money for me by them 5,500

But if not sold by 1st Jan 1852 to be sold
 by the Trustees at auction & appropriate
 as mentioned together with my property
 to pay the Bureau debt in full

I will pay annually after the 1st day of
 January 1852 \$2486.92 towards
 the payment of the Lane rate & as here-
 after in case of failure of income
 or the debt being promptly paid other
 Property all above mentioned under Trust
 shall be closed if required by the Company

page 2 of proposal

Types:

business proposal

Dates:

c. 1850

F40 F3 1852
 Corr. - Business 9 Box 9

To G. Steele A Withers & Others. You then
 I propose to offer you for the Calwell House & Lot in payments
 her amount as cash April 13/52 \$8,500.

Pay G. Steele as cash April 13/52 \$12,43.46
 " A Withers " " " 1243.46
 " G. Lane " " " 1243.46
 " J. J. Donegan " " " 1243.46
 " W. D. Hollowell " " " 1243.46
 621730

G. Steele as cash April 13/52 456.54
 A Withers 456.54
 G. Lane 456.54
 J. J. Donegan 456.54
 W. D. Hollowell 456.54 - \$8,500

I will pay the Interest promptly annually
 on all the above Bonds & Next the Property
 insured in any office assumed by the Gov.
 I will pay G. Steele A Withers G. Lane
 J. J. Donegan & W. D. Hollowell one half of the fire
 notes each being \$456.54 on the 1st Oct/52
 and the other half on the 1st Oct/52

I shall require of this Com. paying the Loan of \$5,800
 to be expended in the purchase & Building to the House \$14,300

To secure you the Loan amounting
 to Fourteen Thousand Three Hundred and no dollars
 I will give you a Bond of Trust &

page 1 of proposal

Names:

Calwell House (Caldwell)	Donegan, J. J. Hollowell, W. D.	Lane, G. Steele, G.	Withers, A.
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Types:

business proposal

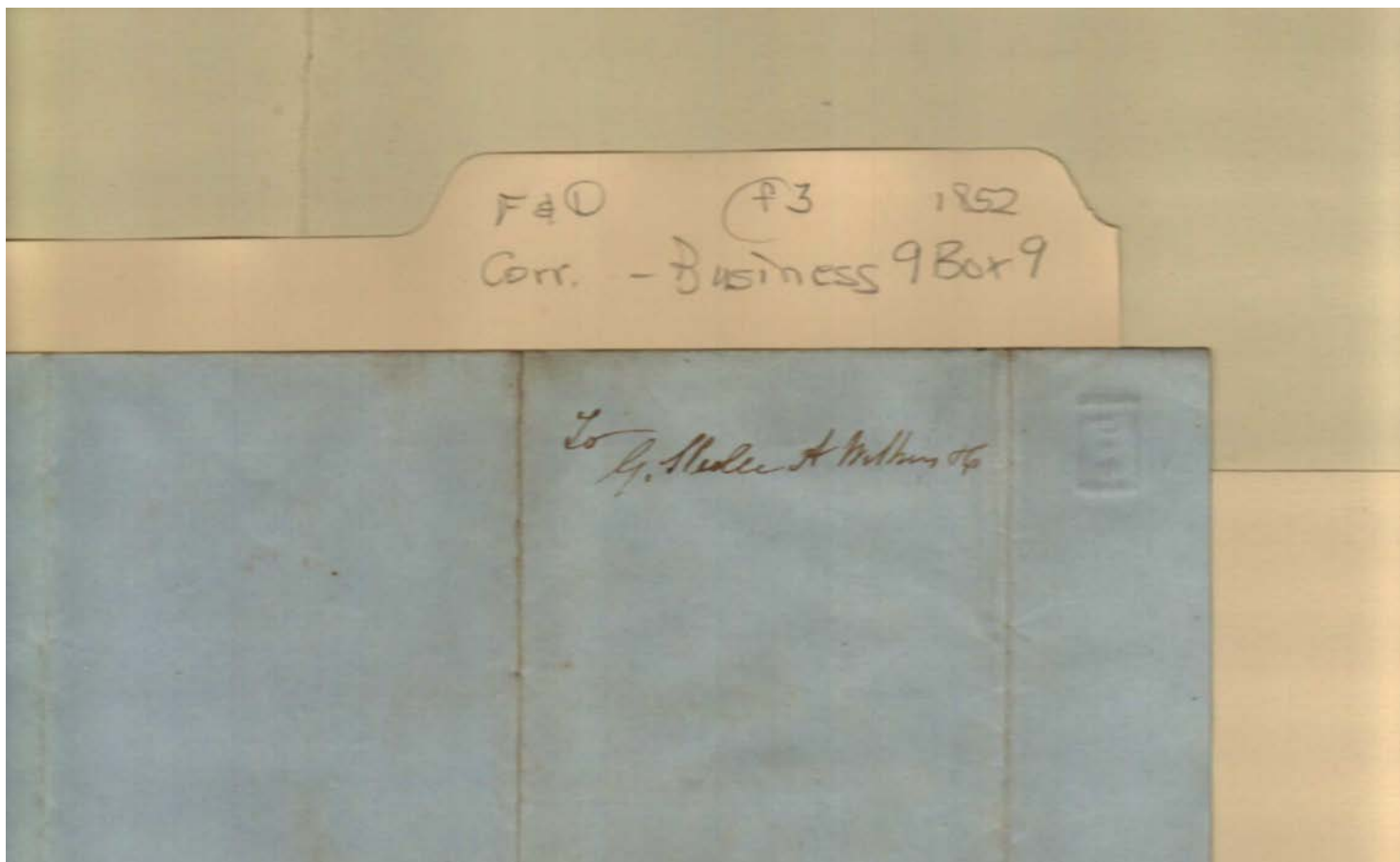
Dates:

c. 1850

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Fearn and Donegan Business Correspondence, 1852

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page 3 of proposal

Names:

G. Steele, A. Withers
& Co.

Types:

business proposal

Dates:

c. 1850

F40 (F3) 1852
Corr. - Business 9 Box 9

This Indenture made this twenty first
 day of August 1852 between William R.
 Robertson of the first part, Charles H. Patton
 of the second part, and Abram Bransford
 Richard Jamar and James J. Donegan of
 the third part. Witnesseth - That in and by
 the said parties of the third part an in-
 denture for said Robertson on a promissory note
 bearing even date herewith for the payment
 of Eleven hundred & fifty two dollars the 6th of July
~~next after date~~ payable to Fearn Donegan & Co.
 and said Robertson being desirous of securing
 said debt and of indemnifying said
 parties, in consideration thereof, and for
 the further consideration that the sum
 of one dollar, the receipt whereof is hereby
 acknowledged, has this day bargained &
 sold and by these presents doth bargain &
 sell unto the said Charles H. Patton the
 following negro to wit Allen about thirty
 years old - John thirty five, John ten,
 Bob twenty five - Elbert eight, Emanuel
 Brantson - Rachel's child - Dan Taylor,
 Mary ten - Jim Brooks, seven - Anne
 eighteen - Washington twenty eight,
 Maria ten - Betty six - Lewis - and
 Abraham, seven - To hold said negroes
 in trust for the indemnity of said par-
 ties and the payments of the said debt
 If said note shall be paid &
 satisfaction by said Robertson, then this
 deed to be void - if not, then said
 Patton may at any time hereafter
 sell said negroes at public auction,

Names:

, Adaline (slave)
 , Allen (slave)
 , Billy (slave)
 , Bob (slave)
 , Dan (slave)
 , Elbert (slave)

, Indy (slave)
 , John (slave)
 , Manuel (slave)
 , Maria (slave)
 , Mary (slave)
 , Rachel (slave)

, Washington (slave)
 Bransford, Abram
 Brooks, Jim (slave)
 Donegan, James J.
 Fearn, Donegan &
 Co.

Jamar, Richard
 Patton, Charles H.
 Robertson, William
 H.

Places:

Madison Co., AL

Types:

deed of trust

Dates:

Aug 21, 1847

Frances Cabaniss Roberts Collection: Series 9, Box 9, Folder 3

Fearn and Donegan Business Correspondence, 1852

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F40 93 1852
Corr. - BUSINESS 9 Box 9

in the Town of Huntsville, for Cash, giving
reasonable notice to the town and placed
witnesses on hands & seals, the day
and date above

Aug 21, 1847 W. Robertson
Charles H. Patton
Abram Bransford
Richard Jamar
Jas. S. Donegan
by the town

The State of Alabama, Before me John W. Clerk
Madison County, I do hereby certify that
of said County this day personally appeared
W. Robertson and acknowledged that he had signed
and delivered the foregoing Deed to Charles H. Patton
on the day and year therein mentioned. And on the same
day personally appeared before me the said Clerk - Brady
H. Patton, Abram Bransford, Richard Jamar and Thomas
Fearn for James S. Donegan, who severally acknowledged
that they had signed and sealed the foregoing Deed on
the day and year therein mentioned. Given under
my hand and seal at Office in Huntsville this the
twenty first day of August, Eighteen hundred
and forty seven
John W. Clerk

The foregoing Deed was delivered into the Office of the
Clerk of the County Court of said County for Registration
on the twenty first day of August Eighteen hundred
and forty seven and was duly Registered on the
day of August, 1847. At Test, My Hand & Seal
John W. Clerk

Names:

Bransford, Abram
Donegan, James J.

Fearn, Thomas
Jamar, Richard

Patton, Charles H.

Robertson, William
H.

Places:

Madison Co., AL

Types:

deed of trust

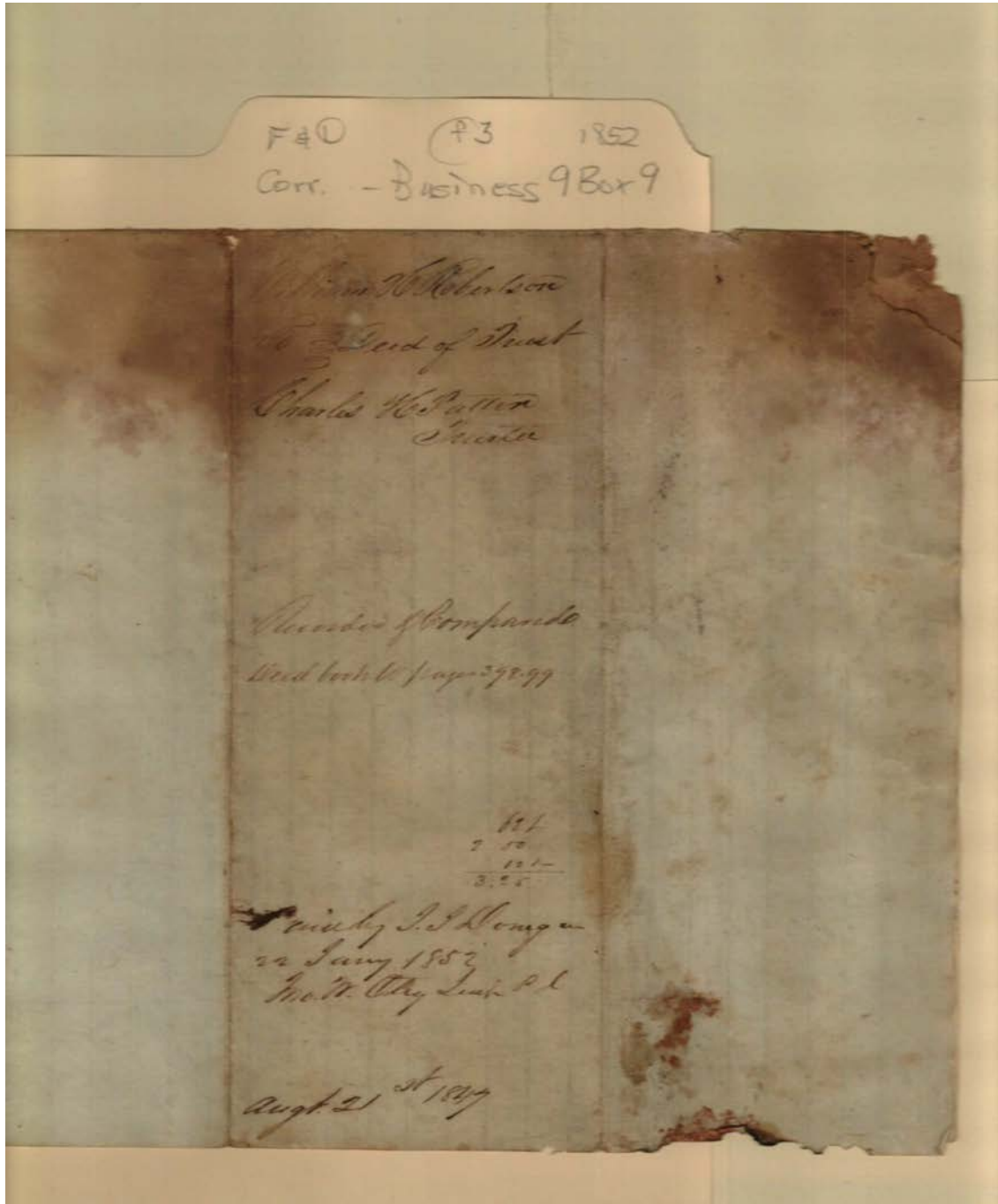
Dates:

Aug 21, 1847

Frances Cabaniss Roberts Collection: Series 9, Box 9, Folder 3

Fearn and Donegan Business Correspondence, 1852

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Names:

Donegan, J. J.

Patton, Charles H.

Places:

Madison Co., AL

Types:

deed of trust

Dates:

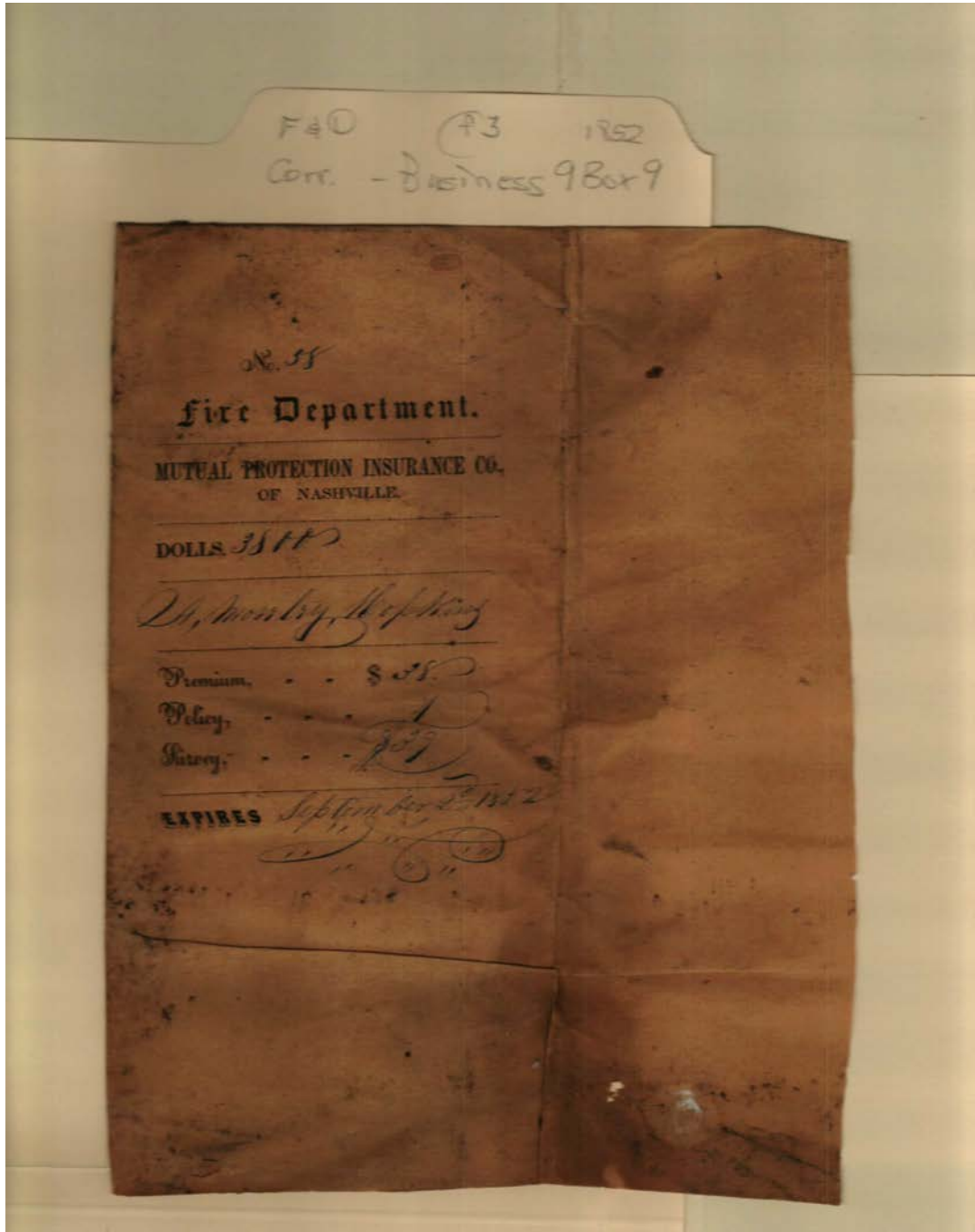
Aug 21, 1847

Jan 22, 1852

Frances Cabaniss Roberts Collection: Series 9, Box 9, Folder 3

Fearn and Donegan Business Correspondence, 1852

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Names:

Hopkins, A. Moseley

Mutual Protection
Insurance Co.

Places:

Nashville, TN

Types:

fire insurance

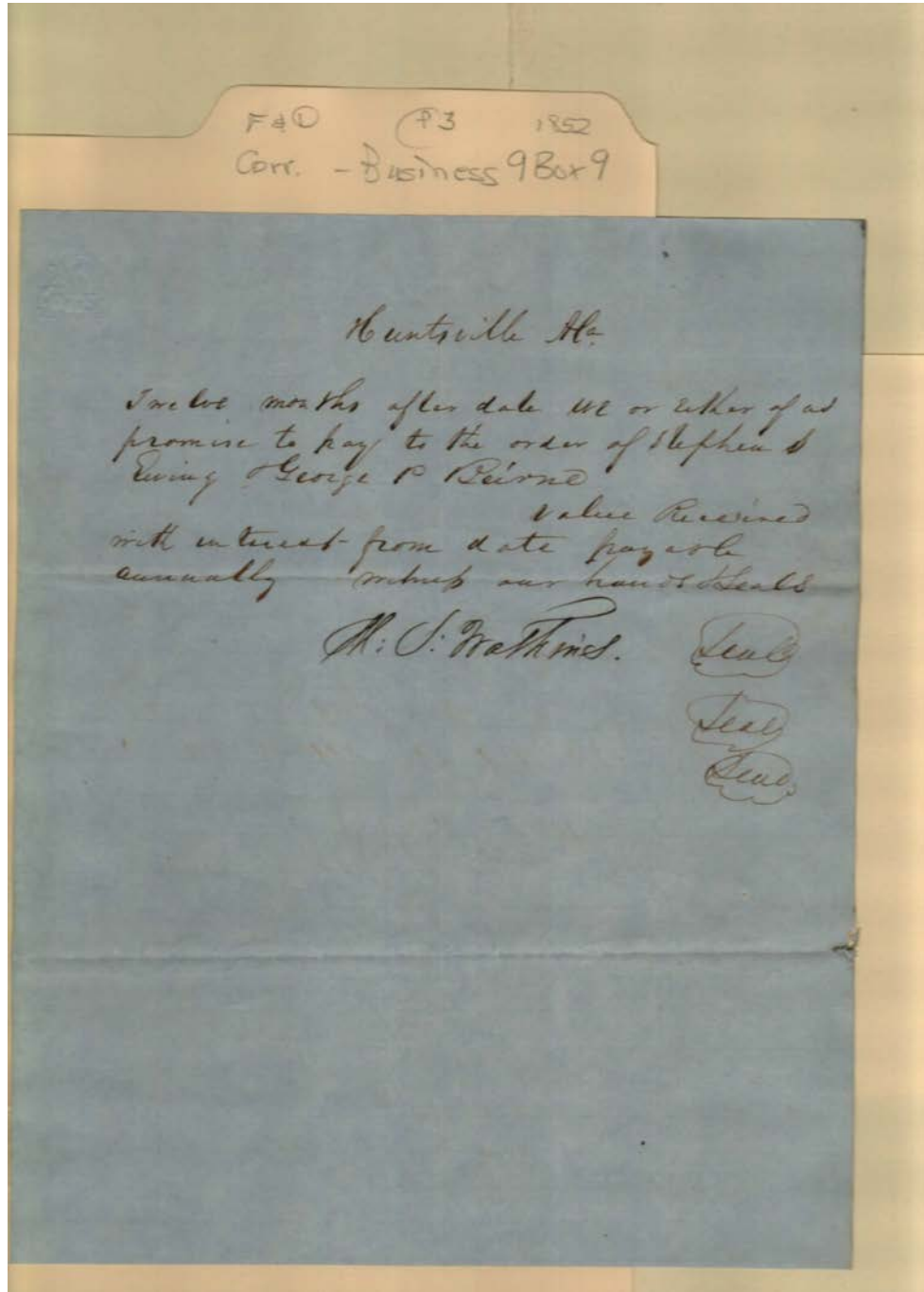
Dates:

Sept 2, 1852

Frances Cabaniss Roberts Collection: Series 9, Box 9, Folder 3

Fearn and Donegan Business Correspondence, 1852

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Names:

Beirne, George P.

Ewing, Stephen S.

Watkins, M. S.

Places:

Huntsville, AL

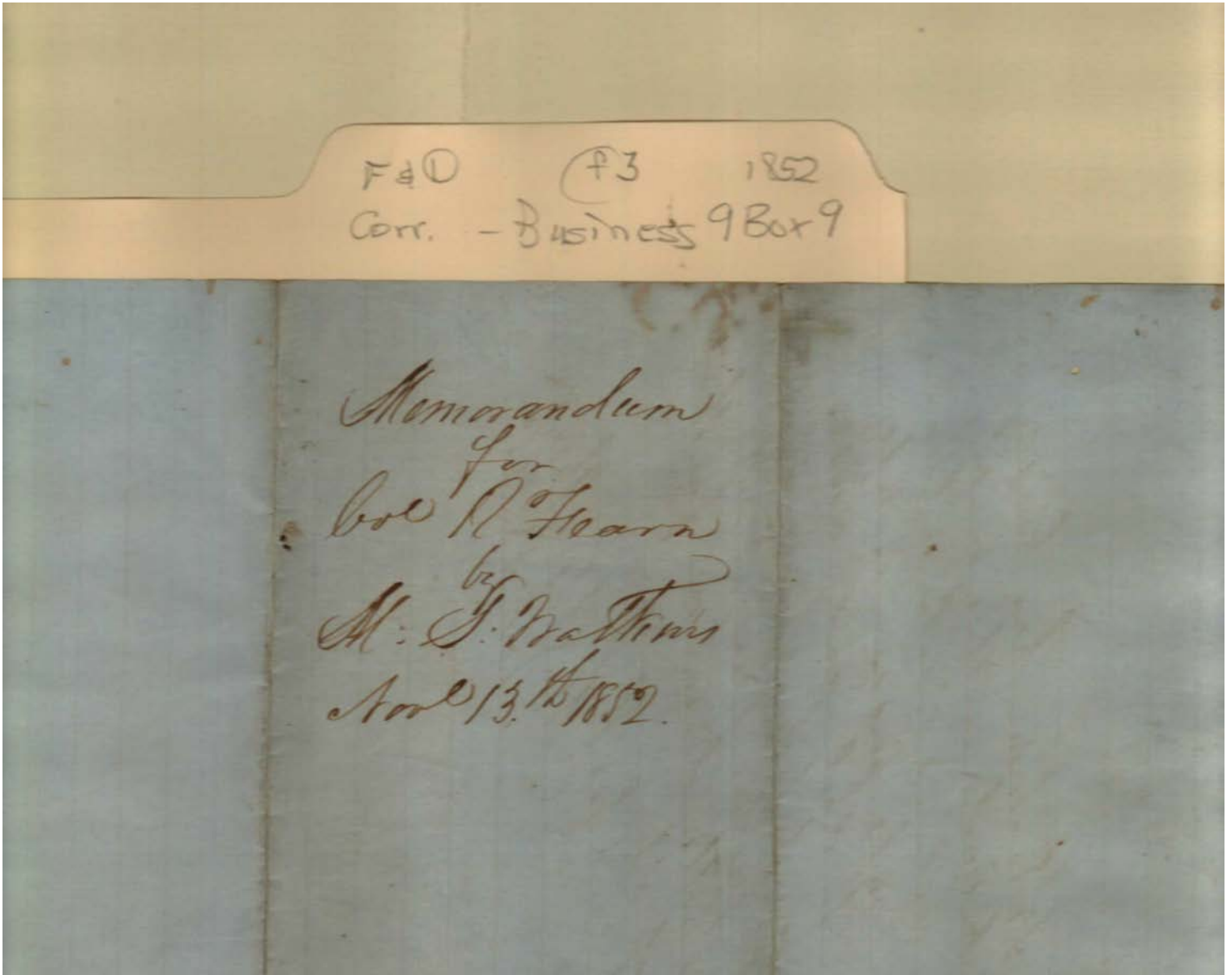
Types:

promissory note

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Fearn and Donegan Business Correspondence, 1852

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Names:

Fearn, R., Col.

Watkins, M. S.

Places:

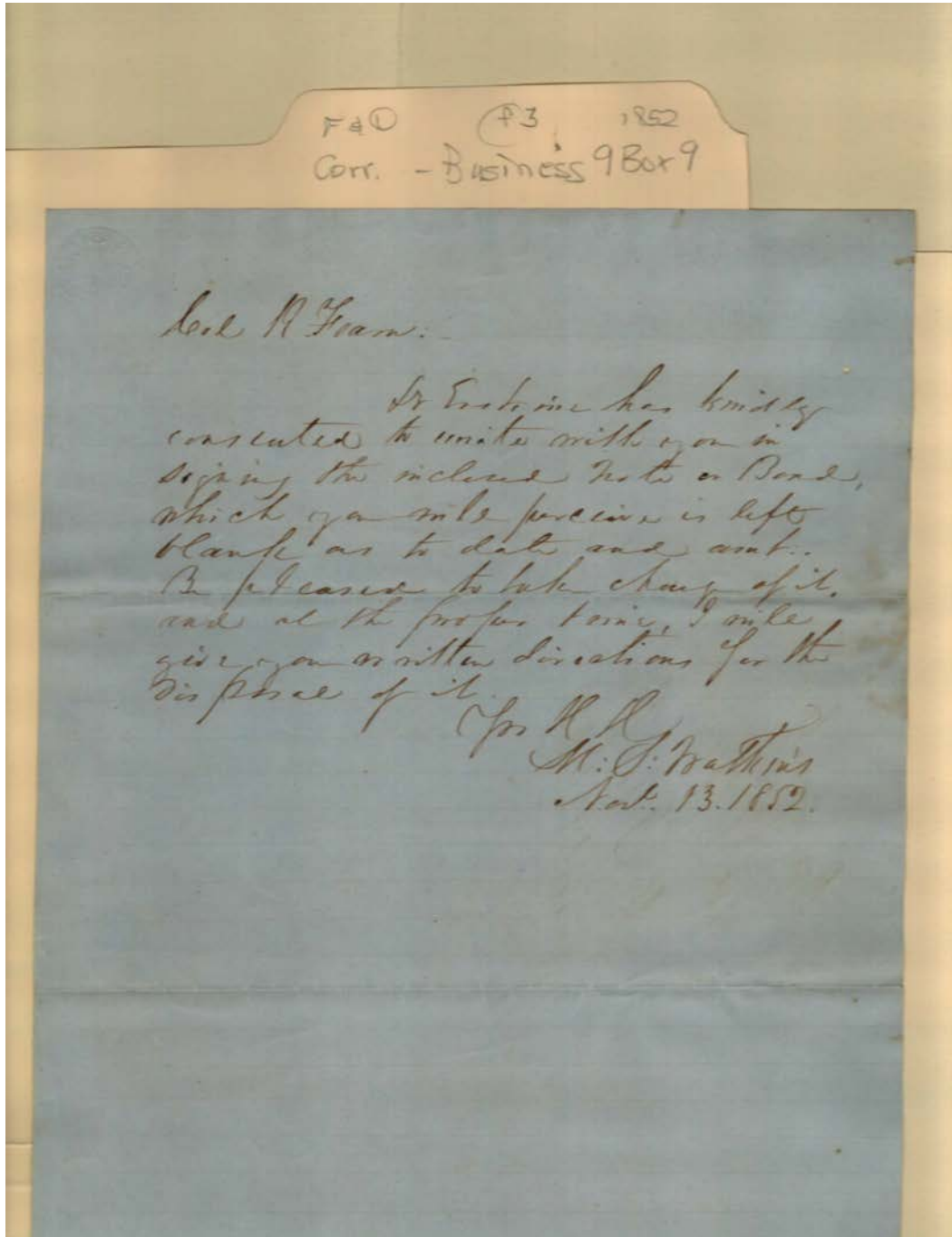
Huntsville, AL

Types:

memo

Dates:

Nov 13, 1852



Names:

Erskine, Dr.

Fearn, R., Col.

Watkins, M. S.

Types:

correspondence

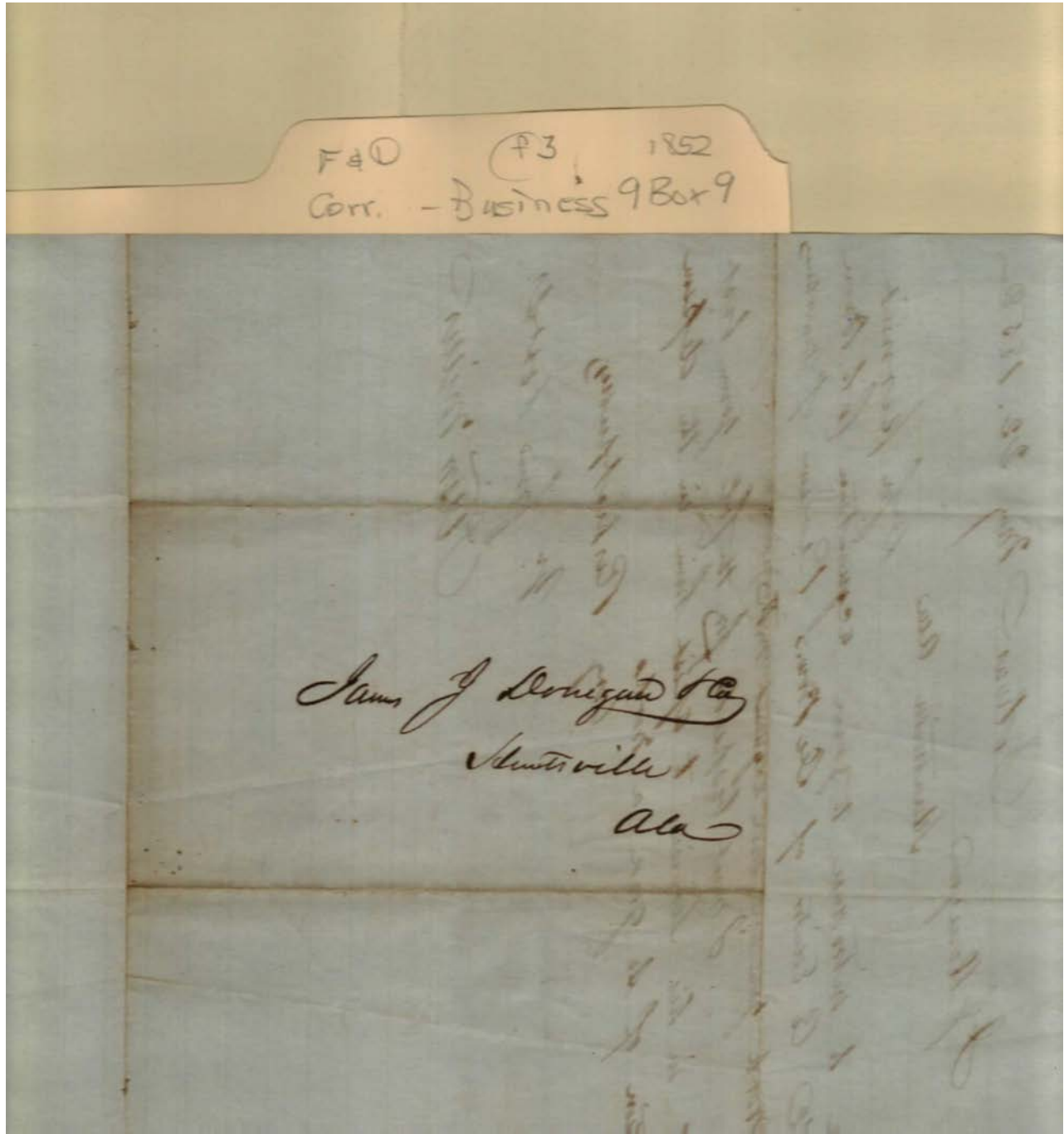
Dates:

Nov 13, 1852

Frances Cabaniss Roberts Collection: Series 9, Box 9, Folder 3

Fearn and Donegan Business Correspondence, 1852

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Names:

James J. Donegan &
Co.

Places:

Huntsville, AL

Types:

address

Dates:

May 22, 1852

Frances Cabaniss Roberts Collection: Series 9, Box 9, Folder 3

Fearn and Donegan Business Correspondence, 1852

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F#10 (F3 1852
Corr. - Business 9 Box 9

Mr. J. Donegan
Huntsville Ala
Boliver permit
me to introduce to your acquaintance (John Barn
-well Editor of De Bow's Review of Markets
a work you are well acquainted with)
I must bespeak for the sake of your best
aid in his service, to assist him in the depen-
dence of the good of the world
Very Respectfully,
Yr friend & col.
Pitson Miller

Names:

Barnwell, Col.

Donegan, J. J.

Miller, Pitson

Places:

Boliver

Huntsville, AL

Types:

correspondence

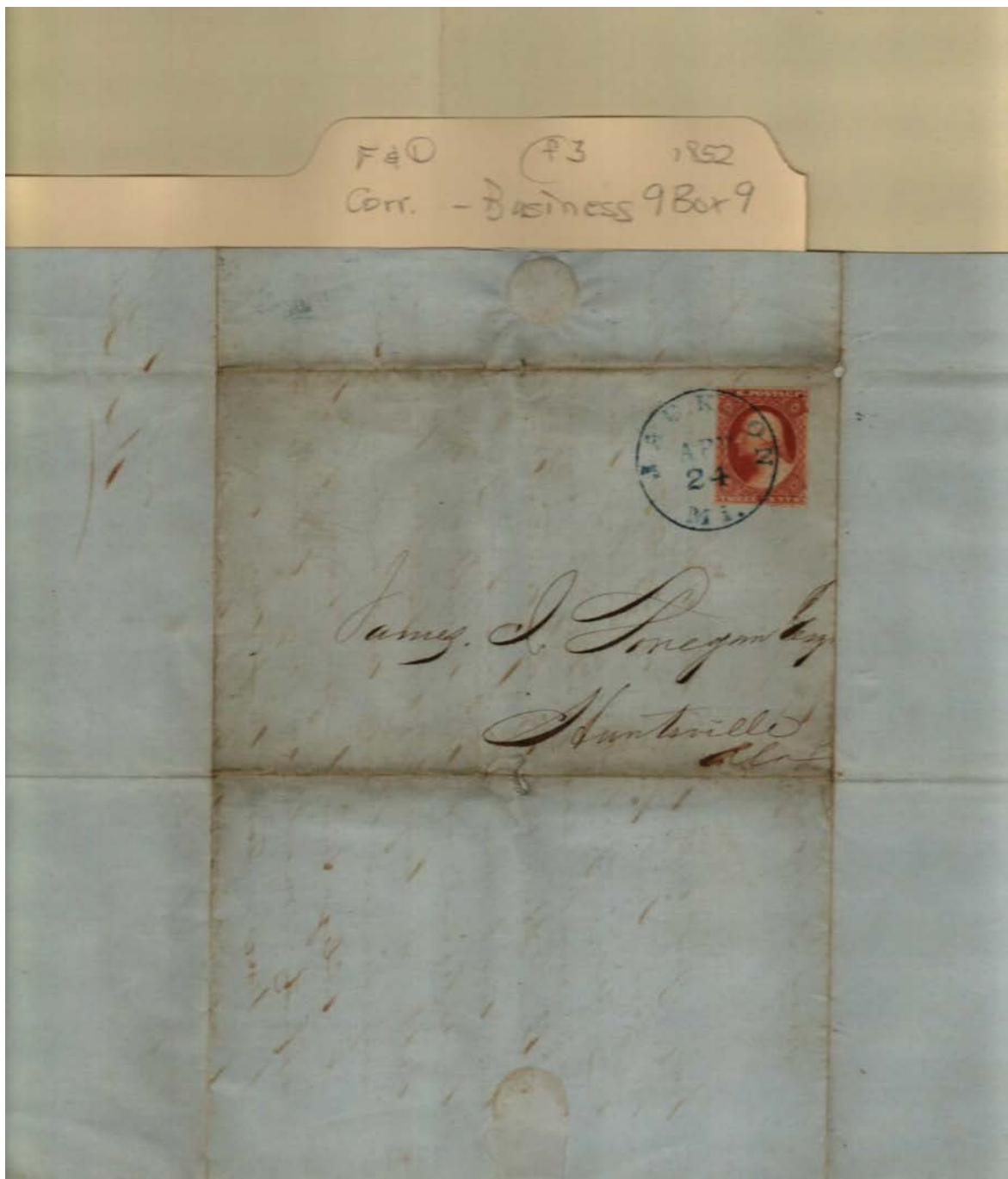
Dates:

May 22, 1852

Frances Cabaniss Roberts Collection: Series 9, Box 9, Folder 3

Fearn and Donegan Business Correspondence, 1852

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Names:

Donegan, James J.

Places:

Huntsville, AL

Types:

address

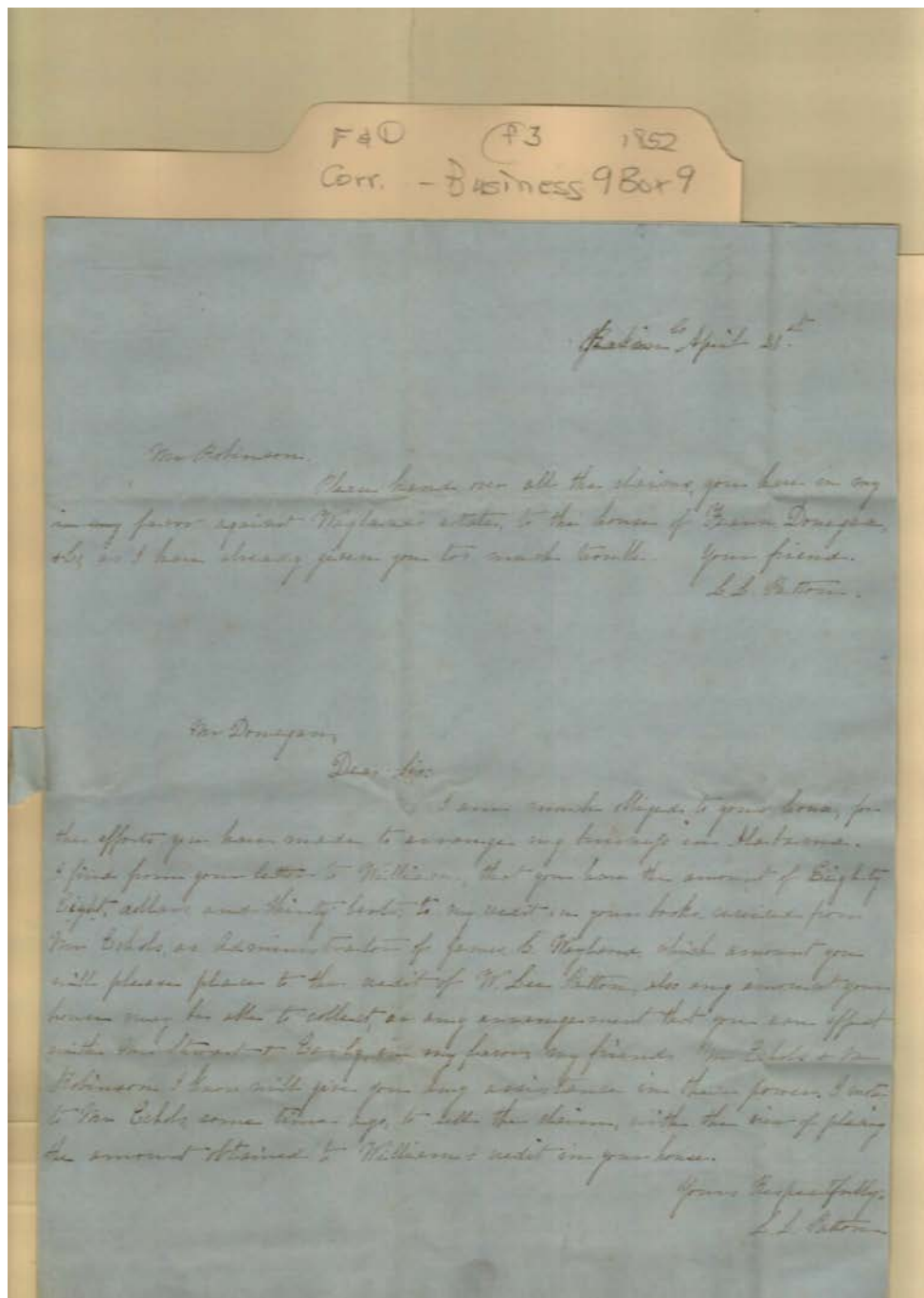
Dates:

April 24, 1852

Frances Cabaniss Roberts Collection: Series 9, Box 9, Folder 3

Fearn and Donegan Business Correspondence, 1852

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Names:

Donegan, James J.
Echols,

Fearn, Donegan &
Co.
Patton, L. L.

Patton, W. Lee
Robinson,
Waland,

Williamson,

Places:

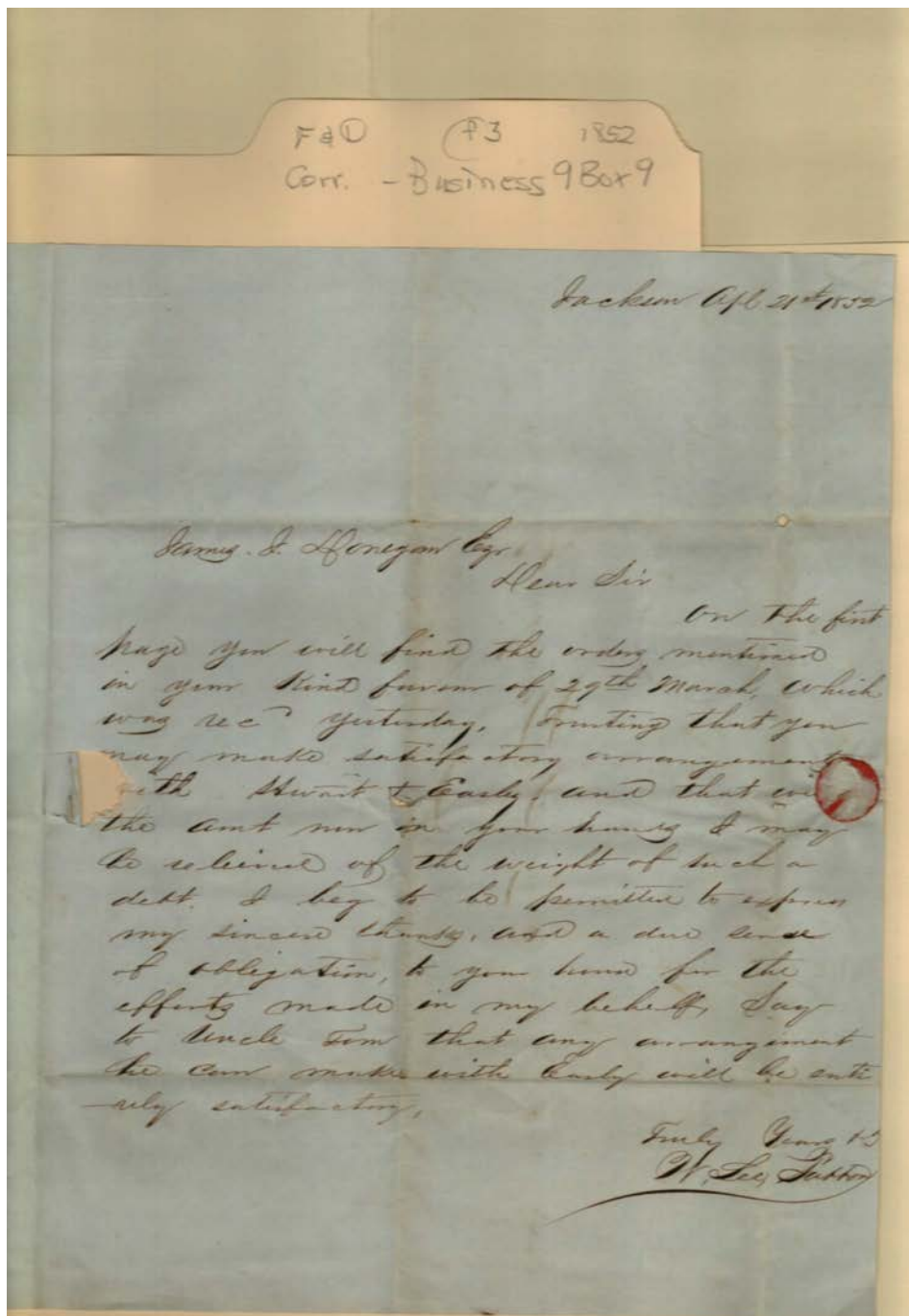
Jackson, MS

Types:

correspondence

Dates:

April 21, 1852



Names:

Donegan, James J.

Patton, W. Lee

Stewart & Easley

Places:

Jackson, MS

Types:

correspondence

Dates:

April 21, 1852

Frances Cabaniss Roberts Collection: Series 9, Box 9, Folder 3
Fearn and Donegan Business Correspondence, 1852

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Fearn and Donegan Business Correspondence, 1852

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, Allen (slave) [15](#)
, Billy (slave) [15](#)
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Frances Cabaniss Roberts Collection

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