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12-15-1829

## Letter from George Sibley to Josiah Johnston, December 15, 1829

George Champlin Sibley  
*St. Charles, Missouri*

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St. Charles, Missouri, December 15<sup>th</sup> 1829.

My dear Sir,

During the late recess of Congress, you were so much on the wing with your family, and we were so little acquainted with your movements, that I was more than once bewildered in my desire to write you, not knowing what direction to give my letters.

I hope no apology is necessary for my again troubling you with a matter of business at the treasury DEPT. if it were I might plead the urgent necessity of the case. And my being unable to address any one else on the subject with a reasonable prospect of success. Our new representative Mr. Pettis has very courteously offered me his services, but im often in this way one more matter of farm things. He is so notorious a bungler and so notoriously untruthful; and withal known me to have been opposed to his station, & still opposed to him politically. That I could venture to rely on his assistance. Judge Barton is so indolent & has heretofore neglected business of mine that he is entirely out of the question. And as to Col. Barton, I do not choose to ask of him any favor, or anything that he might so consider. So you see, I have no reason to hope for any aid whatever from the Missouri delegation. And your aid I must have, or I would suffer severely.

The arrangement which you and Mr. Bates attempted with Mr Barton in my behalf, has been carried into effect, after some delay occasioned by a postponement of the session of the Cirt. Court in late March, till May. There still remains a balance of about \$5000 due on the judgement, which the agent of the treasury Mr. Pleasonton, has directed the district attorney to "demand of me in money, and in default of pay; to proceed by execution to obtain it." I have written to the Dist. Atty. Twice on the subject, to say, that I am unable to pay in money, and that a sale of my property under execution would inevitably cause the far greater part of the debt unpaid, and part is utterly out of my power over to pay it. That I have reason to hope that by a proper management of my capital (all of which is in property) I shall be able eventually, by degrees, to pay off the whole debt. That I am ready to give such security on my property as I am able, it is in the mean time difficult to pay interest yearly as it accrues. And I requested copies of my letters to be sent to Mr. Pleasonton, which I presume has been done. My object is to obtain further time on the above grounds and, it wont be done in time to prevent execution returnable to March next, or to suspend the sale of my effects, should they be taken \_\_\_.

in \_ letter to me of the 29 July Back, you say often informing me of the arrangement expected, & advising the sale of the FT. Osage place \_. "When you have sold the other lands and ascertained the balance, you will be allowed time for payments as long as you require, this may be secured on the Osage place." As you wrote the above just after the arrangement had been agreed upon, and whilst the subject, and all the conversation it led to, were still fresh in your mind, I did not doubt, but the expression "you will be allowed time for payment (of the balance) as long as you require." Was part of the arrangement itself, and I supposed expressly made a part, by way of softening the refusal to take the Ft. Osage place. In all events, I have considered it as conveying to me an express promise of indulgence; and upon that belief I have laid all my plans to pay off the debt. Baillio & Boggs, who in fact owe it, have been allowed time by me, corresponding with the liberal promises above alluded to. They are both poor to be sure, but will be able I believe to pay something, and I hope to get off my Ft. Osage place for enough to pay the balance as cash, & interest.

Gen. Leavenworth, Col. Baker, Maj. Kearney & several officers of the Army, who have been at the Missouri; have expressed their strong wish to have the permanent garrison removed from its present position at           , Leavenworth, to the old site at Ft. Osage; and I have advised Gen. Leavenworth that if the war Dept. should deem it proper to make the move, I will let the Govt. have my 640 acres for whatever sum may be agreed on by a board of officers, in discharge of which I still owe as the security of Paul Baillio Esq. The present site the garrison is known to be very unhealthy, and the old site of Ft. Osage is well known by the experience of many years, to be remarkably healthy. I have not yet addressed the Secy. Of War upon the subject; being in doubt how it will take, 'till some of the officers of the army, who well know the position, shall have recommended the measure. Ft. Osage is without doubt the very best position for a permanent military port, on the Missouri river; and is peculiarly well adjusted for the location of a large garrison having in view the protection of our western trade to New Mexico. That those will of course claim military protection, and no one doubts will obtain it; and to this end, a permanent establishment, it is thought, Might next year be made at on new Ft. Osage.

Upon this ground, I hope that I shall be able to discharge the balance of the debt due by me to the U. States; but not immediately. Meanwhile, I am willing if required, to pledge the Ft. Osage place as security, in such manner as may be satisfactory, allowing myself the full benefit of whatever it may be sold for.

And I cannot but believe the secretary of the treasury will consider my application for this indulgence, under all the circumstances, very reasonable, and proper to be granted. I have a like claim on Baillio & Boggs; but am induced to suspend harsh measures for the reason that if such are adopted, their small means will be at once destroyed, they completely prostrated, and my chances of pay lost forever =.

At present I can only hope to get from them, the interest and that is extremely doubtful, tho' I am determined to apply whatever I am able to collect from time to time from them, to pay off the Judge. Against me; it being in fact their debt.

In Mr. Pleasonton's letter to Mr. Atley late Dist. Atty. Of the 29<sup>th</sup> June back, he remarked "as Mr. Sibley himself has prevented the agreement from being carried fully into effect, by withdrawing some of the property and substituting then, is liable to many and serious objection, the Secy. Of the treasury is desirous that you should proceed no further in executing it."

The censure which seems here to be applied to me may easily be removed by the following facts being stated. Soon after my return from Louisiana in March 1828, and before I left this place for Ft. Osage; the affair of this debt pressing on my mind; I considered it my duty to make another effort to discharge it by a still larger offer of property. (Knowing that the Govt. had in several instances received property for debts due from individuals, even from actual defaulters who had made away with public money entrusted to them) and with this view I determined to give up my beautiful place of residence my house, at Ft. Osage instead of the unimproved tract of 200 Arp. Near this village and two small lots in St. Louis, thus increasing the Amt. of property offered to an Amt. very nearly equal to the debt I had assumed to pay for Paul Baillio Esq. Dated April 7<sup>th</sup> 1828, in a few days after this letter was dispatched, I Recd. Yours of the 13<sup>th</sup> March 1828 in which you informed me that the Sect. of the treasury had agreed to take my lands as offered in my first proposition & upon Rect. Of this information, I hesitated not to rely upon the substitution of my second offer just made and commenced forthwith to remove my

effects from Ft. Osage, and to commence a small farm on the lands near St. Charles; the expense of which I proposed to defray by the sale of the lots in St. Louis.

I heard no more of this matter 'till Mr. Bates wrote me from Washington 20<sup>th</sup> Dec. 1828. "I believe I shall arrange your affair satisfactorily, I hope to get an order in a few days to effect the transfer on the terms you propose &" with this encouragement which Mr. Bates states to be the result of a conversation with Mr. Pleasonton; I want one with my new farm; upon the conviction that my second bid was certainly to be taken for the first = and when the marshall applied for a description of my property, I gave him the first containing the St. Osage place, & excluding the 200 Arps. At St. Charles and the two lots at St. Louis; which bid he advertised from by advise of the Dist. Attorney. (who expected an order in season to bid in the Ft. Osage place at the price fixed) but with the express understanding that if the order did not arrive in time, the Ft. Osage place Shd. not be sold. The order never did come, the Ft. Osage was not sold, neither was the land at St. Charles or the lots in St. Louis, for they had not been advertised. The lots in St. Louis have since been sold & the Amt. put on the place at St. Charles in improvements, and the latter place is under two mortgages for money I was obliged to borrow to pay off some private debts, which I am about to redeem by sale of stocks & I am not therefore to blame for withholding the St. Charles land & the lots in St. Louis as Mr. Pleasonton seems to suppose; forasmuch as my motive was to pay more of the debt, by substituting more valuable property in the place of that which was withdrawn. And for this I surely had pretty good authority, and think I am every way excusable. And as to the principle, be it right or wrong; there is precedent for it= and for my own part I can see nothing objectionable in Mr. Bates' extending to one citizen, such as was allowed to others by Mr. Crawford. I am one of those who believes it to be one of the legitimate purposes of this free Government, to extend every possible favour to the citizens who support it, not incompatible with the safety and welfare of the whole; and I have even been of opinion that there has even been too strong a propensity in those who have administered Govt. to make the people feel its power to deny rather than to grant favour. In all events I deem it my right to ask and to receive favour from my government. Therefore I do freely ask, through your kind interference, the favour of being allowed to pay the balance of the debt due the U. States by me on security of Paul Baillio Esq. for the reason & upon the grounds set forth in this letter. If I obtain this Fav. So as to allow me good time to dispose of the Ft. Osage place to fair advantage, or if the Govt. would take it for the balance (which may safely be done), I shall have no more to ask; my humble cabin & little farm, and the occupation of cultivating the latter will suffice me; & there will I be found a contented, tho' obscure and humble being.

Very truly & ever yours

G.C. Sibley.

Hon. J.S. Johnston.