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Letter from George Sibley to V. Maxcy, June 15, 1831

George Champlin Sibley

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V. Maxcy Esq
Solicitor of The Treasury
Washington City

G. C. Sibley
June 15th, 1831

Linden-Wood, near St. Charles, Missouri
June 15th, 1831.

To V. Maxcy Esq^r
Solicitor of the Treas^y
Washington City

Sir,

Circumstances of which it were useless to trouble you with any explanation, have prevented the completion of any arrangement between Mr. Shannon and myself in Relation to the debt I owe The U. States as the Security of Paul Baillio & C^o.=

I had a conference yesterday with Judge Shannon on the Subject, which Resulted in this= Judge S. does not feel authorized by your instruction to Suspend the coercive process any further, unless I pay the back Interest first, and then Secure the payment of the Debt and the annuall accruing interest thereon - And as it is out of my power to comply with the first condition (the pay^t of the back Int^t.) I have nothing now left for it but to Suffer the process to take its course- See my whole property wrested from me, and Sold for a Song, unless you Shall think it just & proper to arrest the proceeding, between this time and the 1^t of September next.

I assure you Sir, I would without a murmer yield up all I possess if Required, to extricate myself from this obligation, if I could by that means obtain credit for any thing like its fair value= But to see it absolutely thrown away. to enrich Some Speculator- to See my Family Reduced to poverty, and the Government even then Not half, not a fourth paid is to Say the Least extremely painful. The proper object of this legal coercion is to get payment= Its real effect in Missouri, owing

to peculiar circumstances, is to take all means of payment from the hands of the Debtor, throw a fresh bait to Some Hawking Speculator, and at once destroy every prospect of the ultimate discharge of the Debt= Under Such circumstances, Surely it were altogether expedient, not to Say just, that the ultimate means of full payment Should be continued (under proper guaranty) in the Debtor's hands, Rather than to Remove them as above Suggested= All I ask is, to be allowed time (& the privilege) to Sell my property to the best advantage for all concerned= Perchance I may be able to discharge all I owe out of it, and have a trifle left= If the Marshall Sell it under Execution at Jefferson City, it will not produce a Sum Sufficient to discharge the interest due on the Debt= I beg leave to Refer you to Mr. Shannon for the Substantial correctness of these views, & their peculiar applicability to the present case.

My desire is to pay the Debt, to the full= I absolutely loathe the idea of ever becoming a hopeless, desponding insolvent public Debtor= I care not for mere poverty, but I dread that Superadded burthen that deprives poverty of every gleam of hope.

I am very Respectfully

Sir,

Your Mo: Obt: Svt.

G. C. Sibley

June 16th= Since writing the above note (of which I handed Mr. Shannon a Duplicate to enclose you) I have reflected that it might be proper to apprise of the following facts-

First= I am engaged in no business at present except farming on a Small Scale, and derive no Revenue therefrom more than barely Sufficient to maintain my family in the plainest manner=

Second= Therefore, I have no means of paying this Debt except from the Sale of my Property.

Third= Sales of Property under Execution from the U. S. Court in this State are obliged by Law to be made by the Marshall at the City of Jefferson= an obscure place, where but few persons Resort, Bidders are consequently few at Such Sales, and are almost always Speculators of the Rankest description, who are content to purchase for an Hundred Dollars a property they will know to be worth Thousands= It is thus that the most ample means may be transfered from an Honest Debtor to Some heartless Speculator who alone Receives the Smallest benefit= The Creditor gets nothing Scarcely, and loses his lien on the property- The Debtor is prostrated, with a weight Suspended over him that he has no power to Remove, and which completely paralyzes all future exertion even to attempt it= It is thus that a Marshall's Sale in Missouri, is a mere Trap to catch Debtor and Creditor for the benefit of the most mischievous of all Gamblers=

Without Reference to my own interest (which I certainly have Somewhat at heart) I deem it incumbent on me in common courtesy, and from unfeigned Regard for the Public interest to add this Postscript to my Note of yesterday=

I ought not to omit to State, that my Recourse against Paul Baillio & Co. is in Suit, and tho' the prospect of Recovering anything considerable is not at all encouraging, yet it is not entirely hopeless= Baillio & Boggs are both poor= If they collect certain Debts that are due them, I may get Something from them, and it is (as Baillio assures me) Somewhat probable that they will collect them.

Respectfully

G. C. Sibley.