James Barnes Whitaker correspondence

Section 91, Pages 2701 - 2730

This collection includes materials related to all aspects of James Barnes Whitaker's professional life, including his real estate business and his legal career, particularly for the pensioners he helped. He came to Tecumseh, Shawnee County in 1856 and worked there as a surveyor. In 1857, he moved to Topeka where he remained, serving as county sheriff, surveyor, and Topeka city engineer. He owned an abstract and real estate business in Topeka and was an attorney, representing numerous Civil War veterans in obtaining disability pensions, many of whom served in Kansas units. The collection consists of Whitaker's correspondence (arranged chronologically) and Whitaker's 1857 certificate of appointment as a U.S. Deputy Marshal.

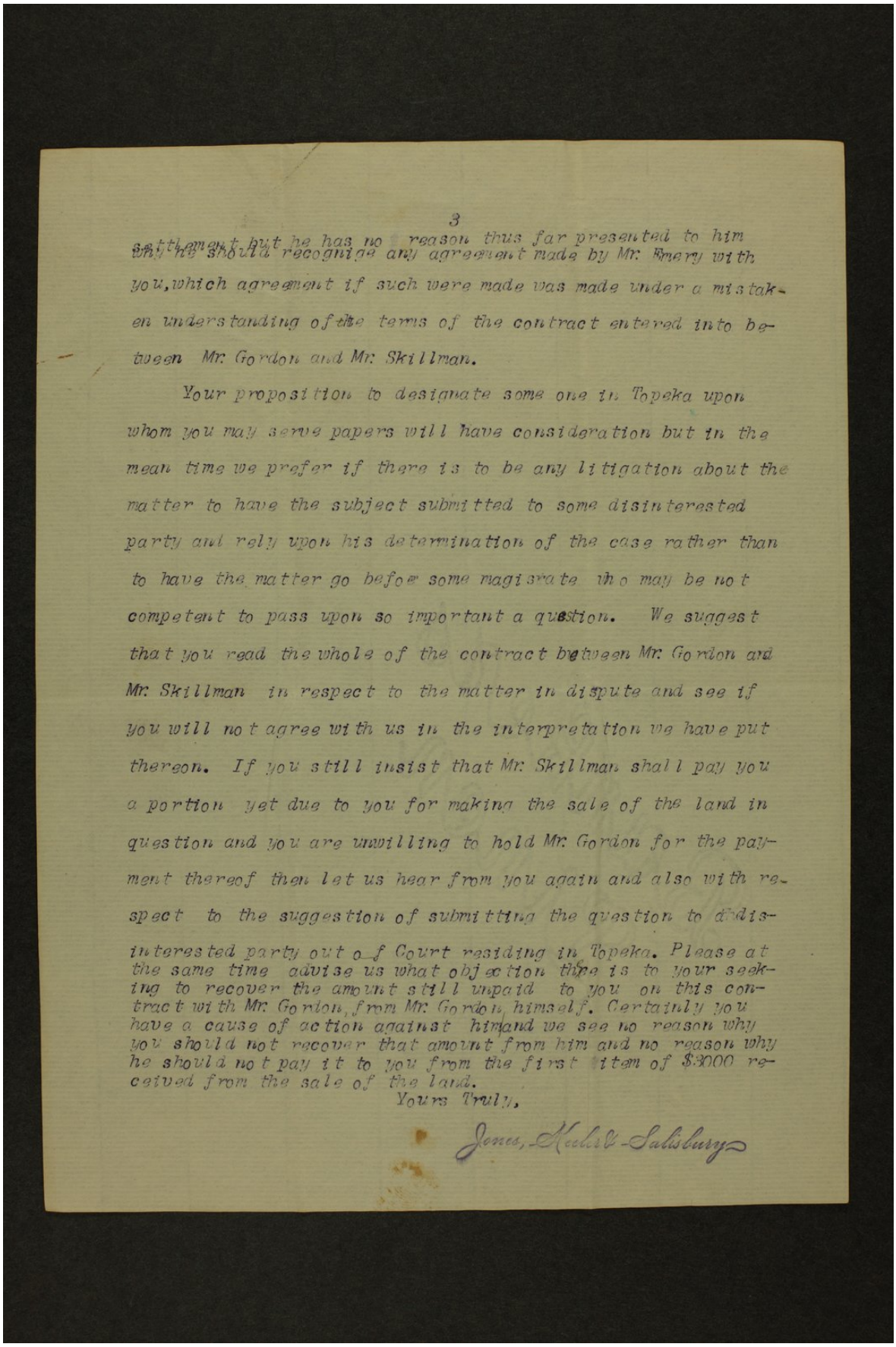
Date: 1855-1909

Callnumber: James Barnes Whitaker Coll. #540, Box 1 - 3

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Item Identifier: 228667

www.kansasmemory.org/item/228667

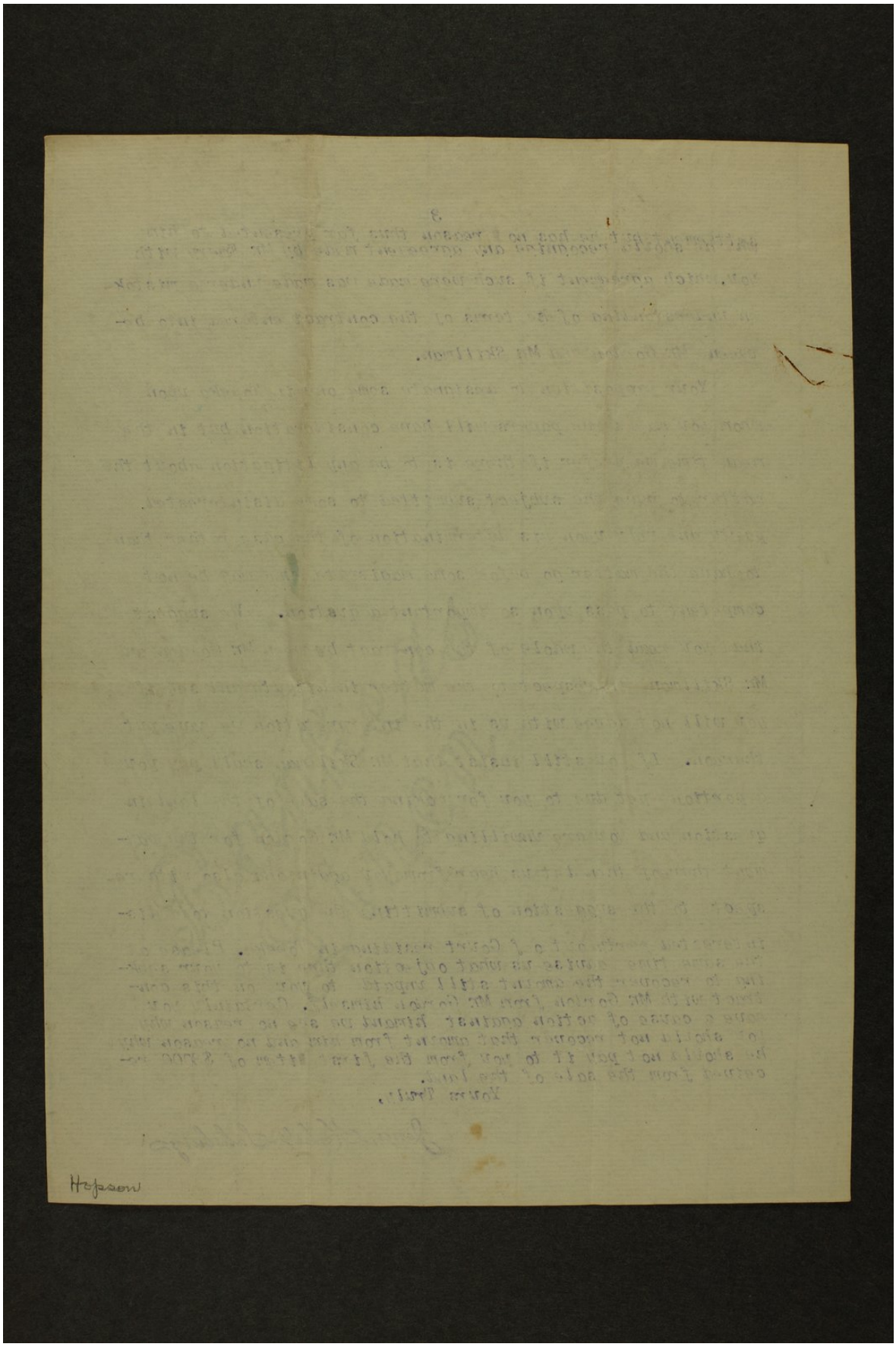


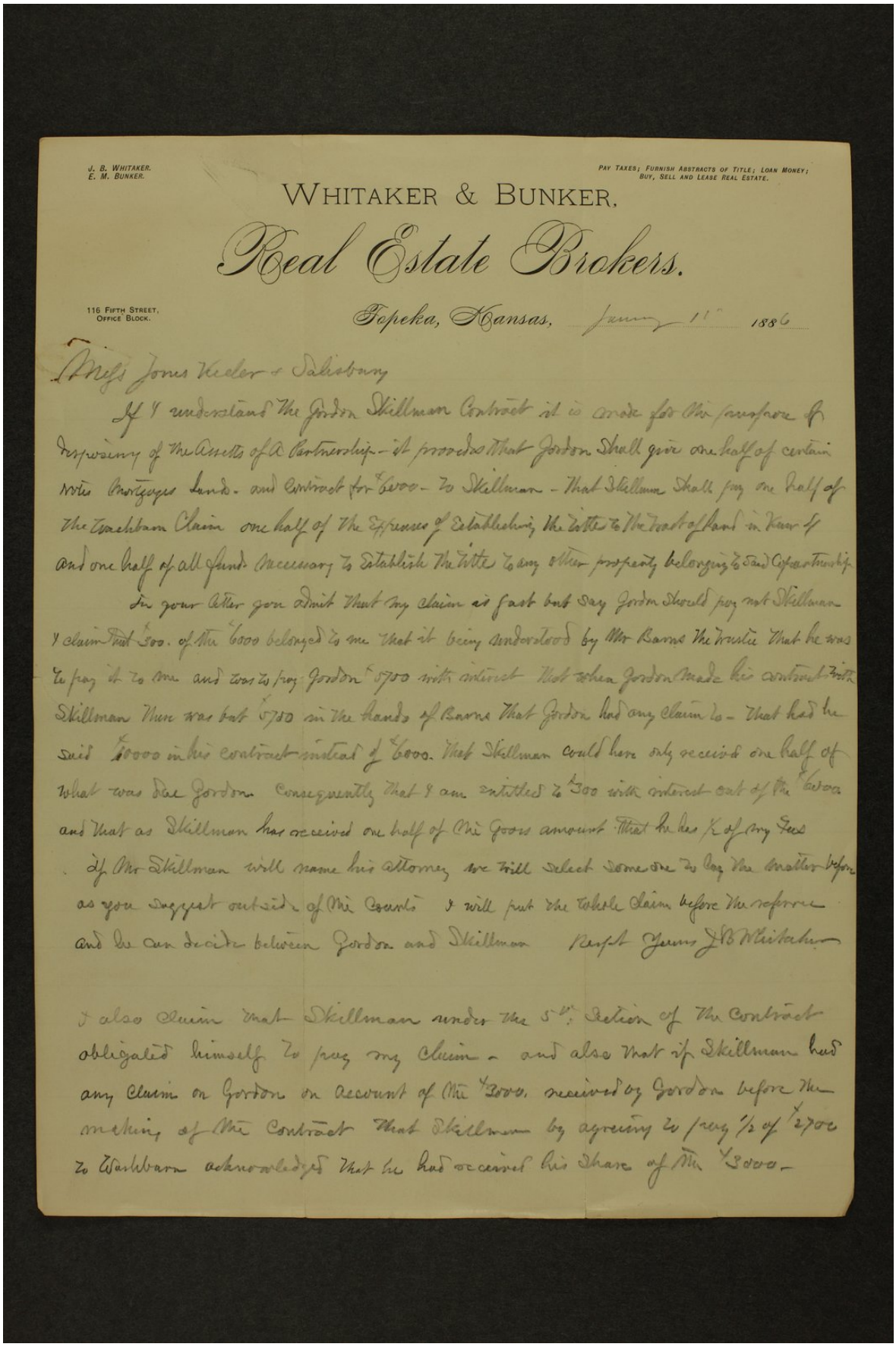
settlement but he has no reason thus far presented to him why he should recognize any agreement made by Mr. Emery with you, which agreement if such were made was made under a mistaken understanding of the terms of the contract entered into between Mr. Gordon and Mr. Skillman.

Your proposition to designate some one in Topeka upon whom you may serve papers will have consideration but in the mean time we prefer if there is to be any litigation about the matter to have the subject submitted to some disinterested party and rely upon his determination of the case rather than to have the matter go before some magistrate who may be not competent to pass upon so important a question. We suggest that you read the whole of the contract between Mr. Gordon and Mr. Skillman in respect to the matter in dispute and see if you will not agree with us in the interpretation we have put thereon. If you still insist that Mr. Skillman shall pay you a portion yet due to you for making the sale of the land in question and you are unwilling to hold Mr. Gordon for the payment thereof then let us hear from you again and also with respect to the suggestion of submitting the question to a disinterested party out of Court residing in Topeka. Please at the same time advise us what objection there is to your seeking to recover the amount still unpaid to you on this contract with Mr. Gordon, from Mr. Gordon himself. Certainly you have a cause of action against him and we see no reason why you should not recover that amount from him and no reason why he should not pay it to you from the first item of $3000 received from the sale of the land.

Yours Truly,

Jones, Keeler & Salisbury





J. B. WHITAKER.
E. M. BUNKER.

PAY TAXES; FURNISH ABSTRACTS OF TITLE; LOAN MONEY; BUY, SELL AND LEASE REAL ESTATE.

WHITAKER & BUNKER.

Real Estate Brokers.

116 FIFTH STREET, OFFICE BLOCK.

Topeka, Kansas, January 11th 1886

Messrs Jones Keeler & Salisbury

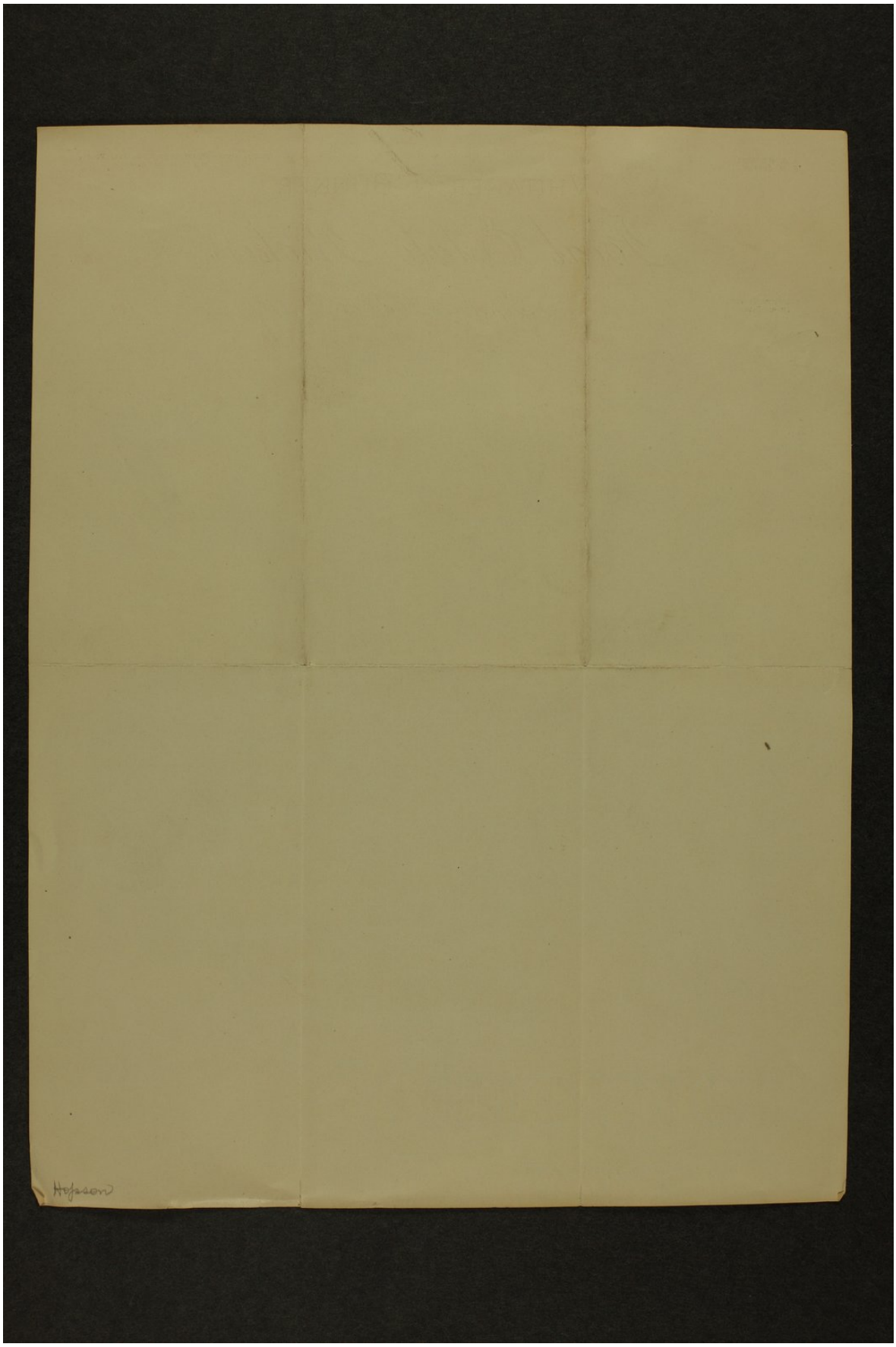
If I understand the Gordon Skillman Contract it is made for the purpose of disposing of the Assets of a Partnership - it provides that Gordon shall give one half of certain Note Mortgages Lands - and Contract for $6000 - to Skillman - That Skillman shall pay one half of the Peachbarn Claim one half of the Expenses of Establishing the Title to the Tract of land in favor of and one half of all funds necessary to Establish the Title to any other property belonging to said Copartnership

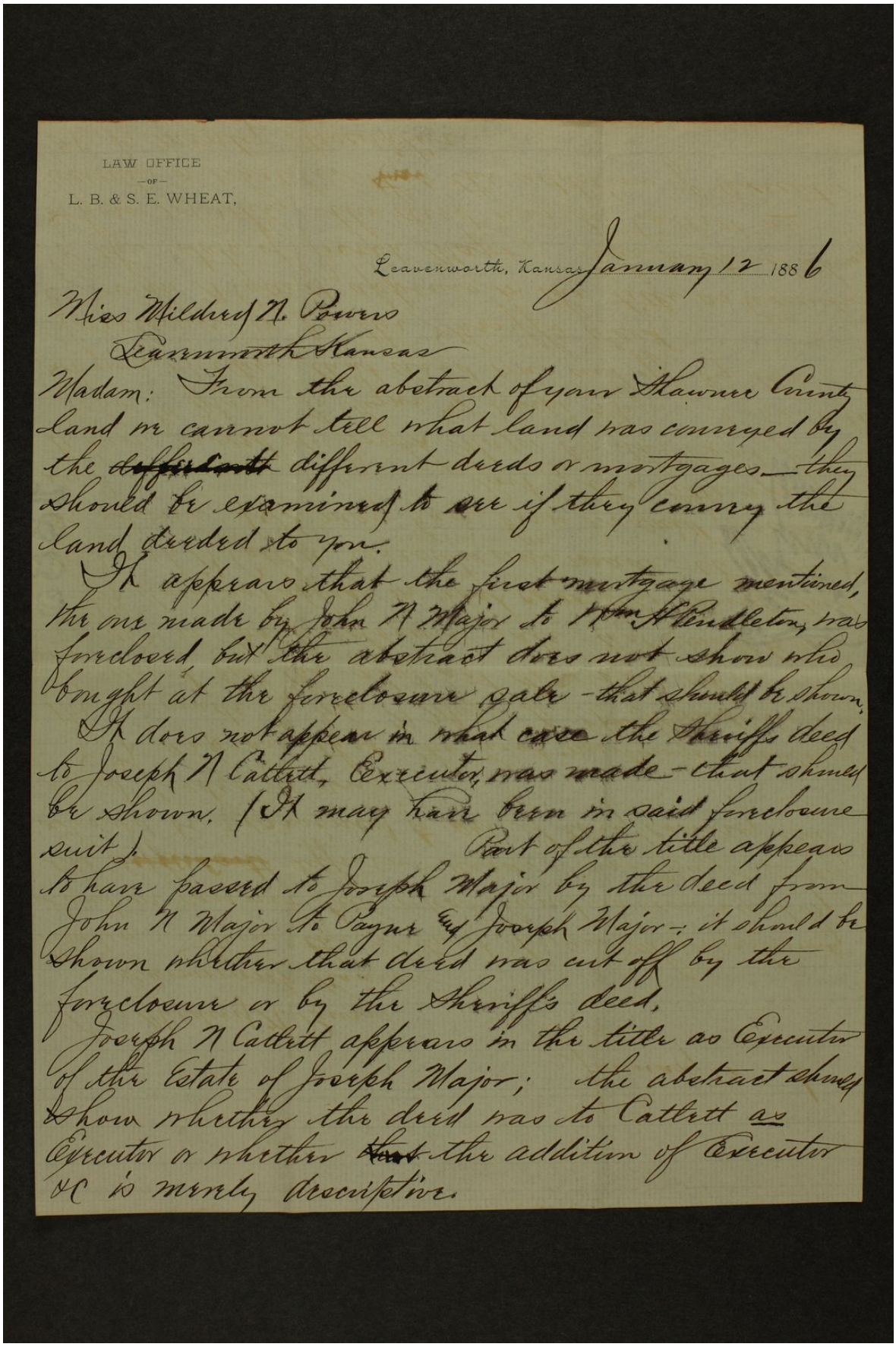
In your letter you admit that my claim is just but say Gordon should pay not Skillman I claim that $300. of the $6000 belonged to me that it being understood by Mr Barnes the Trustee That he was to pay it to me and was to pay Gordon $700 with interest That when Gordon made his contract with Skillman there was but $750 in the hands of Barnes That Gordon had any claim to - That had he said $6000 in his contract instead of $6000. That Skillman could have only received one half of what was due Gordon Consequently that I am entitled to $300 with interest out of the $6000 and that as Skillman has received one half of the Gross amount that he has ½ of my Fees

If Mr Skillman will name his attorney we will select some one to try the matter before as you suggest outside of the Courts I will put the whole claim before the referee and he can decide between Gordon and Skillman Respt Yours J B Whitaker

I also claim that Skillman under the 5th Section of the Contract obligated himself to pay my Claim - and also that if Skillman had any claim on Gordon on account of the $3000. received by Gordon before the making of the Contract That Skillman by agreeing to pay ½ of $2700 to Peachbarn acknowledges that he had received his Share of the $3000 -

James Barnes Whitaker correspondence





LAW OFFICE
—OF—
L. B. & S. E. WHEAT,

Leavenworth, Kansas January 12 1886

Miss Mildred N. Powers
Leavenworth Kansas

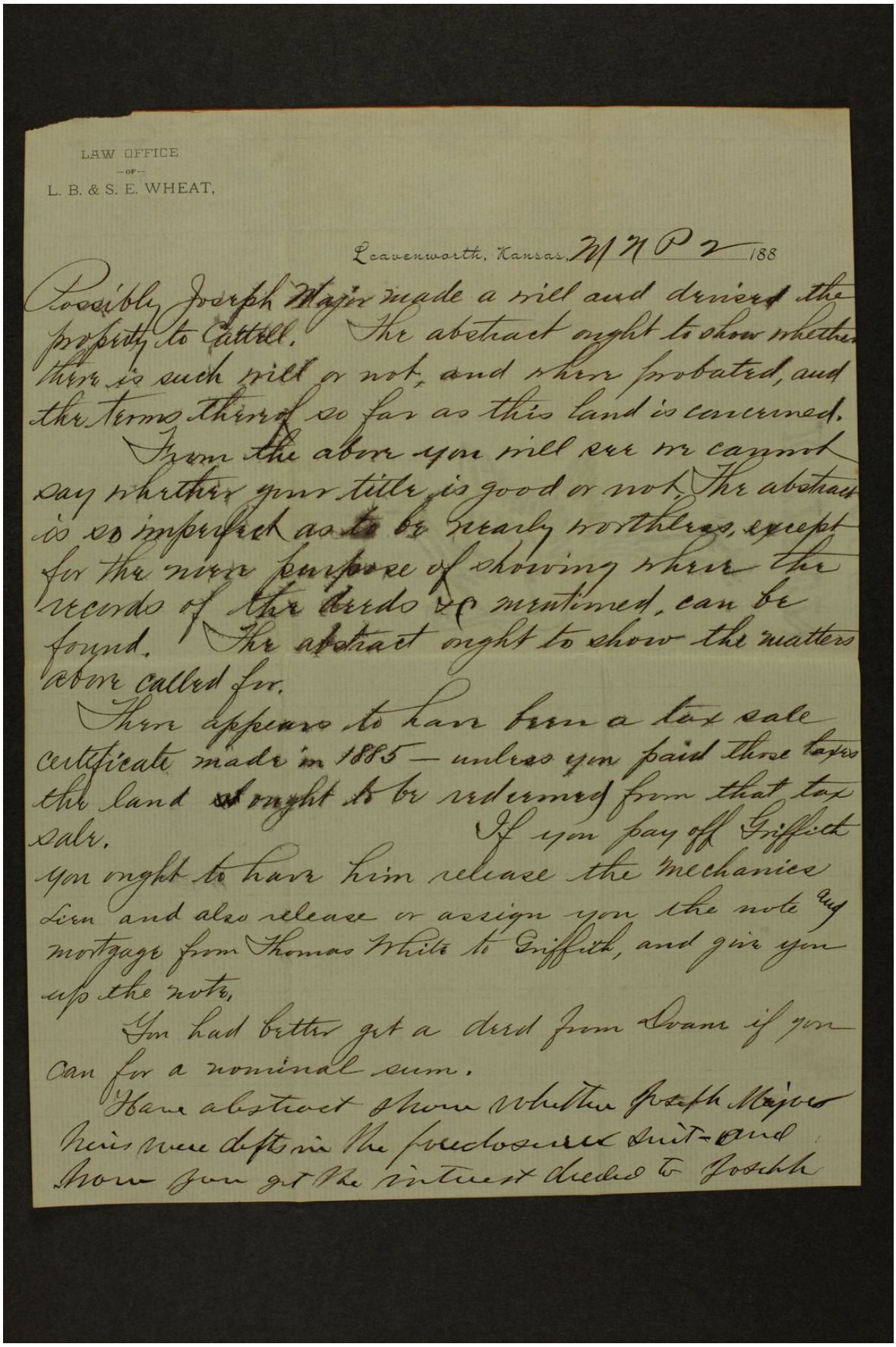
Madam: From the abstract of your Shawnee County land we cannot tell what land was conveyed by the ~~different~~ different deeds or mortgages — they should be examined to see if they convey the land deeded to you.

It appears that the first mortgage mentioned, the one made by John N Major to Wm H Pendleton, was foreclosed, but the abstract does not show who bought at the foreclosure sale - that should be shown.

It does not appear in what case the Sheriffs deed to Joseph N Cattett, Executor, was made - that should be shown. (It may have been in said foreclosure suit.)

Part of the title appears to have passed to Joseph Major by the deed from John N Major to Cayuse ~~&~~ Joseph Major - it should be shown whether that deed was cut off by the foreclosure or by the Sheriffs deed.

Joseph N Cattett appears in the title as Executor of the Estate of Joseph Major; the abstract should show whether the deed was to Cattett as Executor or whether ~~that~~ the addition of Executor &c is merely descriptive.



LAW OFFICE
—OF—
L. B. & S. E. WHEAT,

Leavenworth, Kansas, MAY 2 188

Possibly Joseph Major made a will and devised the property to Cattell. The abstract ought to show whether there is such will or not, and when probated, and the terms thereof so far as this land is concerned.

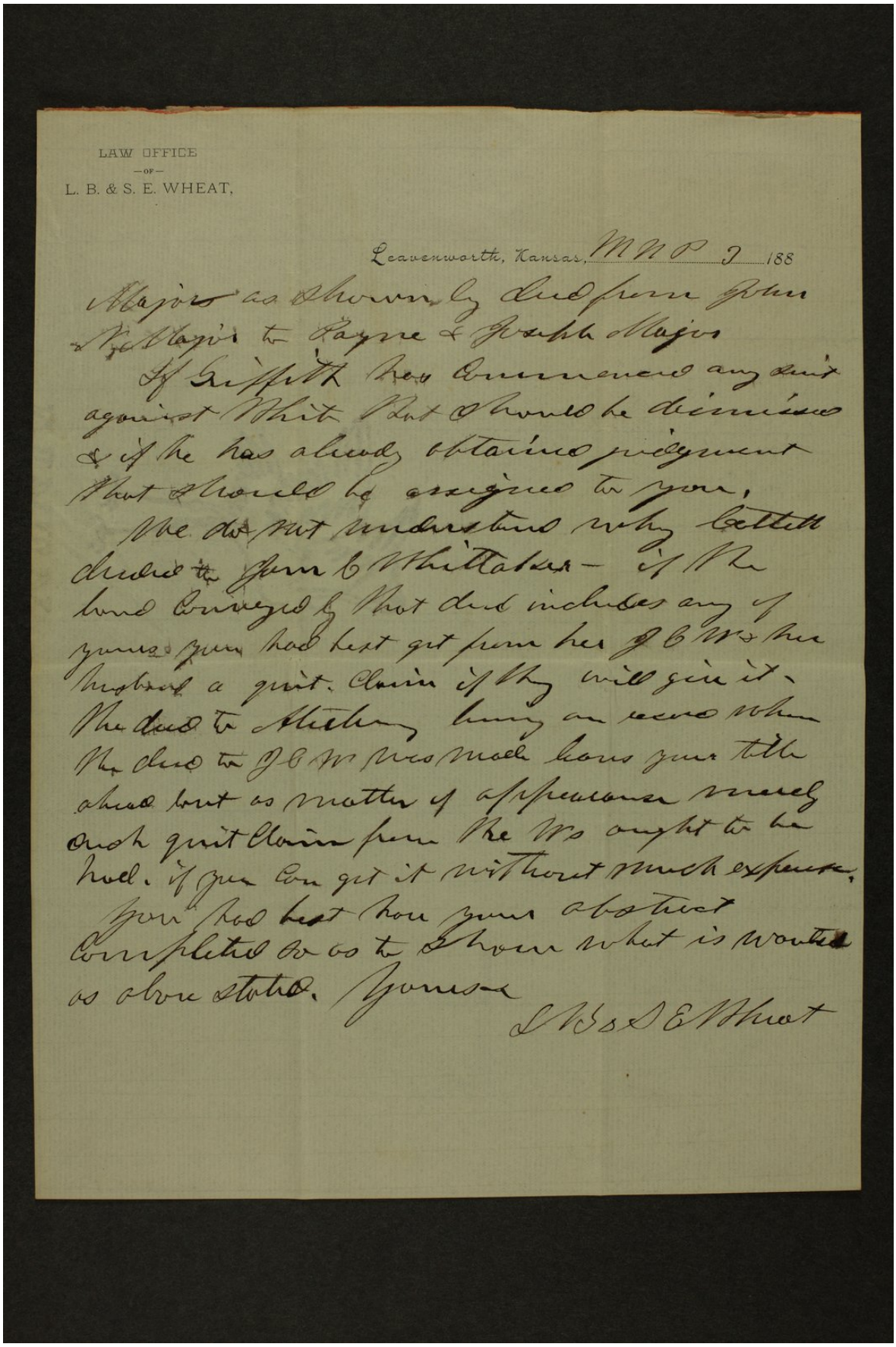
From the above you will see we cannot say whether your title is good or not. The abstract is so imperfect as to be nearly worthless, except for the mere purpose of showing where the records of the deeds &c mentioned, can be found. The abstract ought to show the matters above called for.

There appears to have been a tax sale certificate made in 1885 — unless you paid these taxes the land ought to be redeemed from that tax sale.

If you pay off Griffith you ought to have him release the Mechanics Lien and also release or assign you the note and mortgage from Thomas White to Griffith, and give you up the note.

You had better get a deed from Evans if you can for a nominal sum.

Have abstract show whether Joseph Major's heirs were defts in the foreclosure suit - and show how you got the interest deeded to Joseph



LAW OFFICE
—OF—
L. B. & S. E. WHEAT,

Leavenworth, Kansas, Nov 3 188

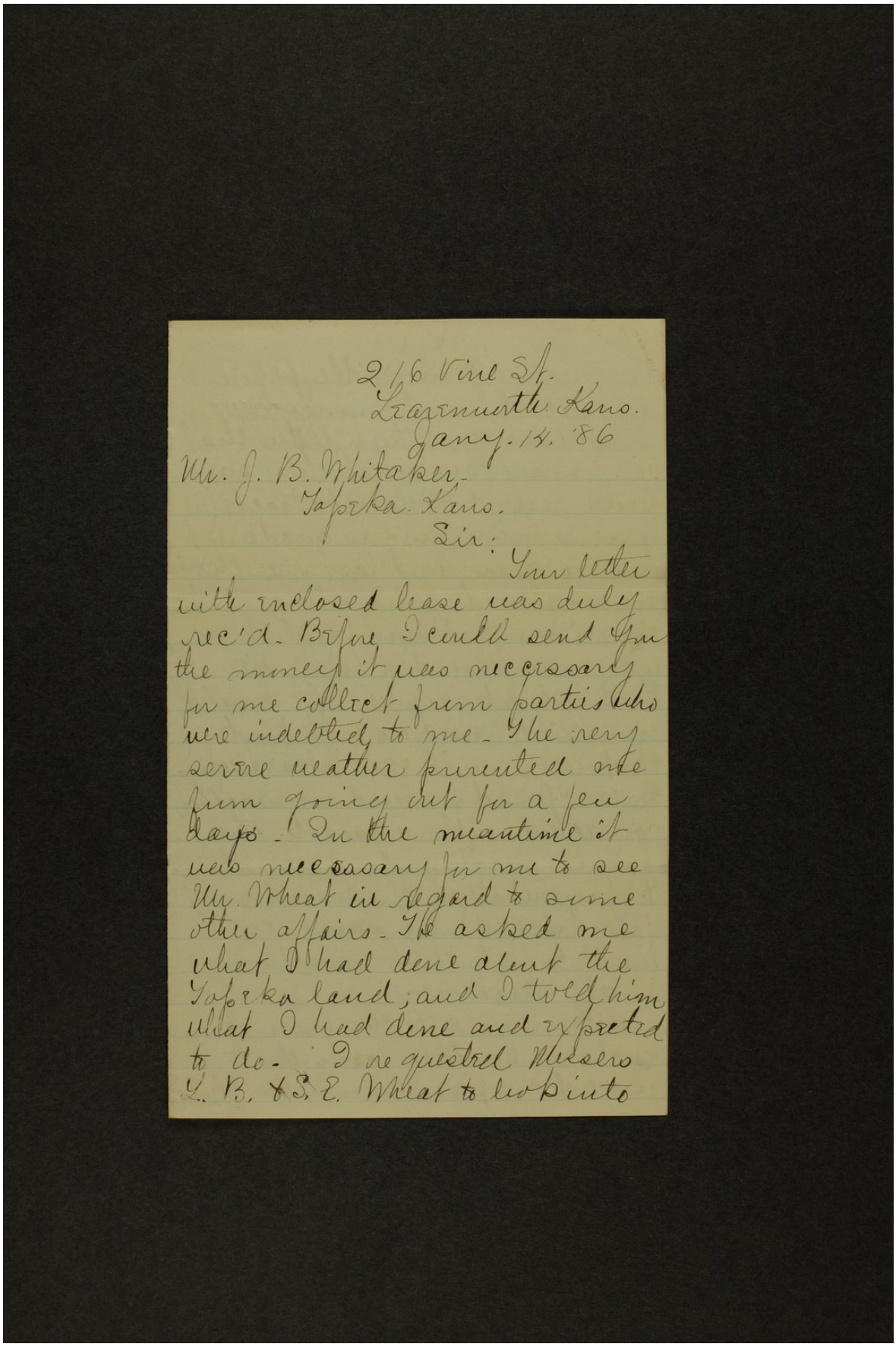
Majors as shown by deed from John
McMajors to Payne & Josiah Majors

If Griffith has commenced any suit
against Whitaker that should be dismissed
& if he has already obtained judgment
that should be assigned to you.

We do not understand why Griffith
deeded to John C Whitaker – if he
had conveyed by that deed includes any of
yours you had best get from her & C Ws her
husband a quit claim if they will give it.
The deed to Mathews being on record when
the deed to J C W was made leaves your title
clear but as matter of appearance merely
such quit claim from the Ws ought to be
had. If you can get it without much expense.

You had best have your abstract
completed & so to show what is vested
as above stated. Yours

L B & S E Wheat

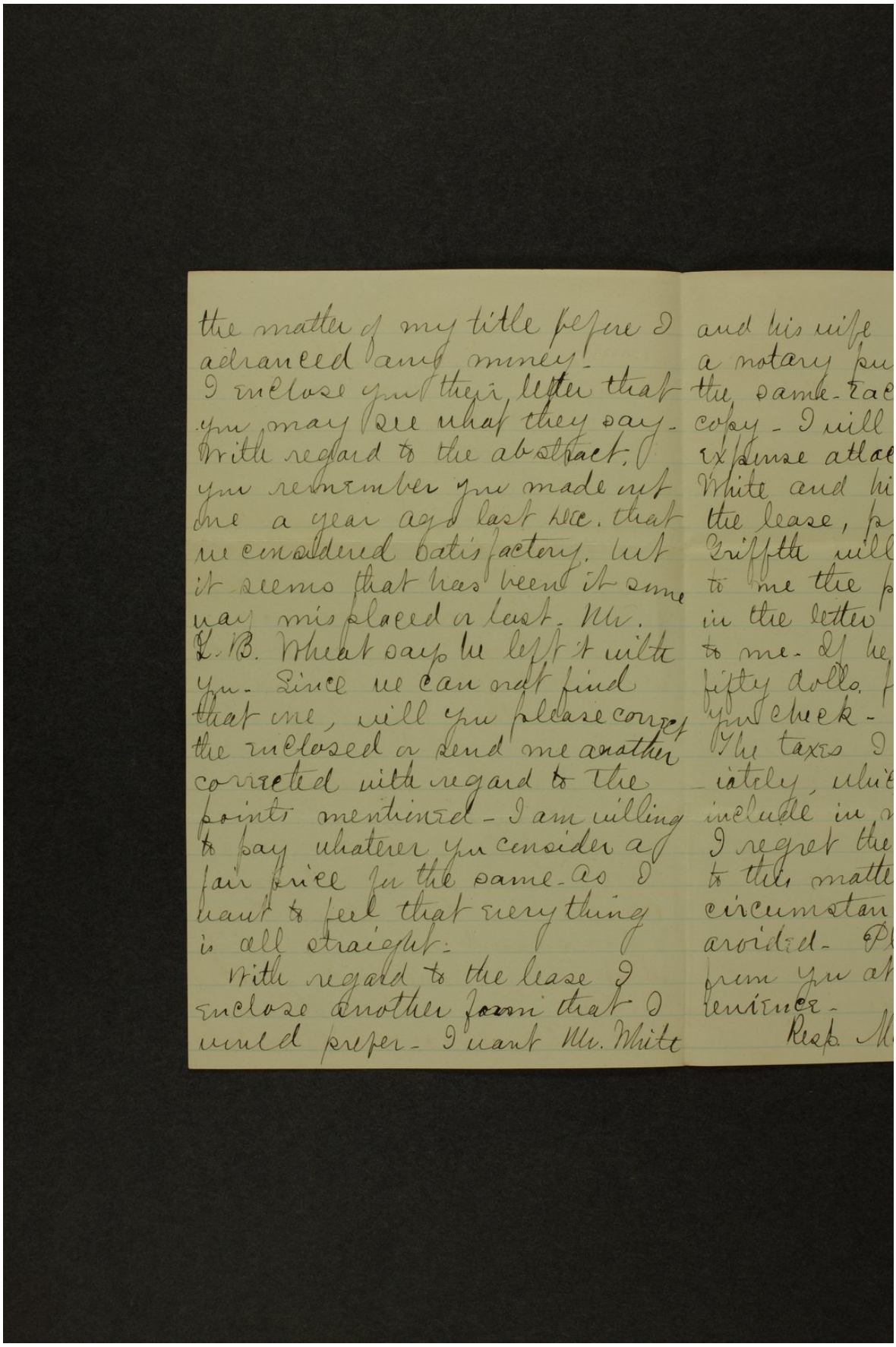


246 Vine St.
Leavenworth Kans.
Jany. 14. '86

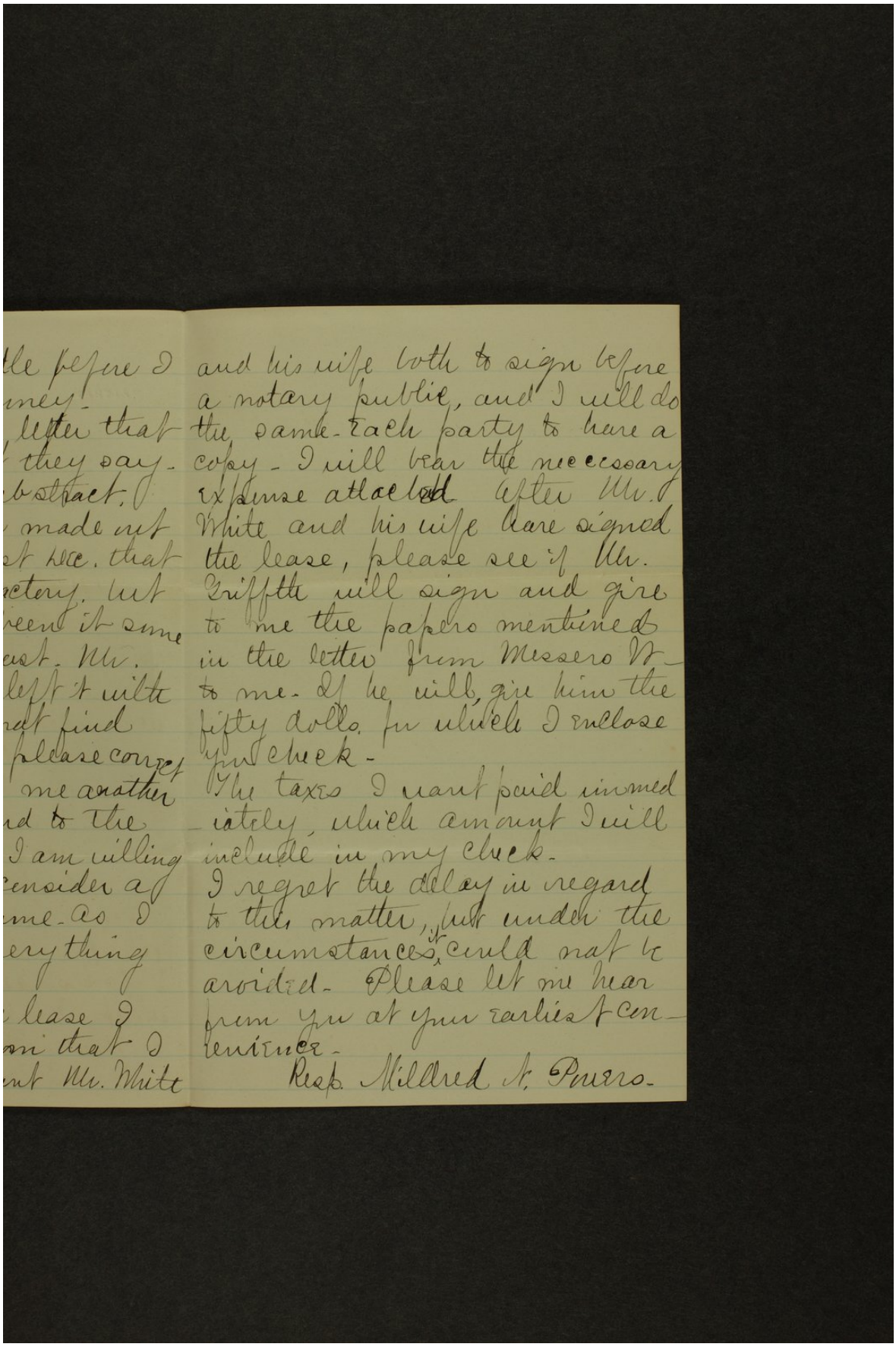
Mr. J. B. Whitaker.
Topeka Kans.

Sir:

Your letter with inclosed lease was duly rec'd. Before I could send you the money it was necessary for me collect from parties who were indebted to me. The very severe weather prevented me from going out for a few days. In the meantime it was necessary for me to see Mr. Wheat in regard to some other affairs. He asked me what I had done about the Topeka land; and I told him what I had done and expected to do. I requested Messrs L. B. & S. E. Wheat to look into



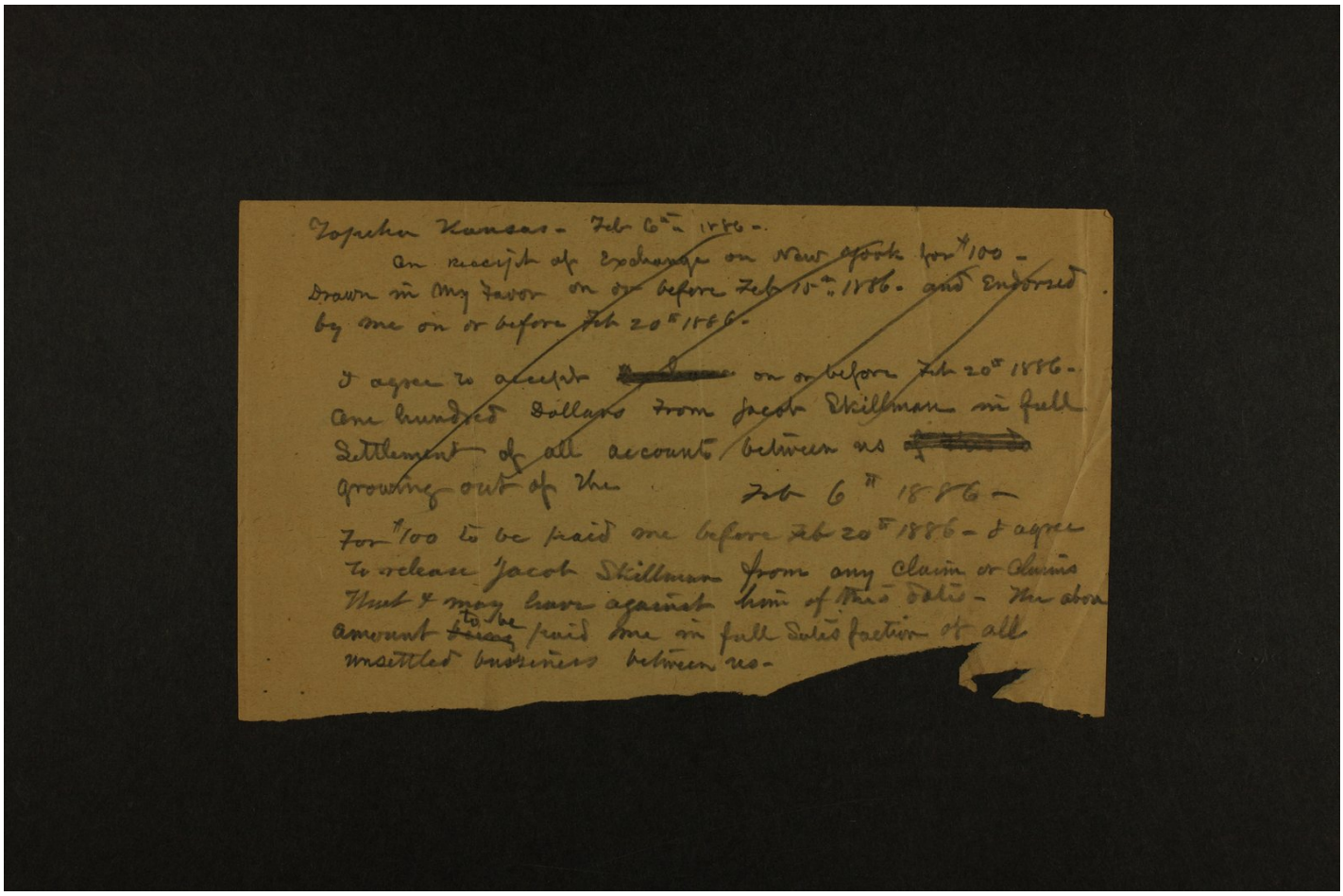
the matter of my title before I
advanced any money.
I enclose you their letter that
you may see what they say.
With regard to the abstract,
you remember you made out
one a year ago last Dec. that
we considered satisfactory, but
it seems that has been in some
way misplaced or lost. Mr.
L. B. Wheat says he left it with
you. Since we can not find
that one, will you please correct
the enclosed & send me another
corrected with regard to the
points mentioned - I am willing
to pay whatever you consider a
fair price for the same. As I
want to feel that every thing
is all straight.
With regard to the lease I
enclose another form that I
would prefer - I want Mr. Whit
and his wife
a notary pu
the same - tha
copy - I will
execute attac
White and hi
the lease, p
Griffith will
to me the p
in the letter
to me. If he
fifty dolls. f
your check -
The taxes I
iately, whic
include in
I regret the
to this matte
circumstan
avoided - Pl
from you at
venience -
Resp. M



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made out
et Sec. that
ctary, but
reed it same
ust. Mr.
left it with
ght find
please convey
me another
nd to the
I am willing
consider a
me - as I
ery thing
lease I
on that I
nt Mr. White

and his wife both to sign before
a notary public, and I will do
the same - Each party to have a
copy - I will bear the necessary
expense attached after Mr. &
White and his wife have signed
the lease, please see if Mr.
Griffith will sign and give
to me the papers mentioned
in the letter from Messers W -
to me - If he will, give him the
fifty dolls. for which I enclose
you check -
The taxes I want paid immed
iately, which amount I will
include in my check.
I regret the delay in regard
to this matter, but under the
circumstances, it could not be
avoided - Please let me hear
from you at your earliest con-
venience -
Resp. Mildred A. Powers.

James Barnes Whitaker correspondence

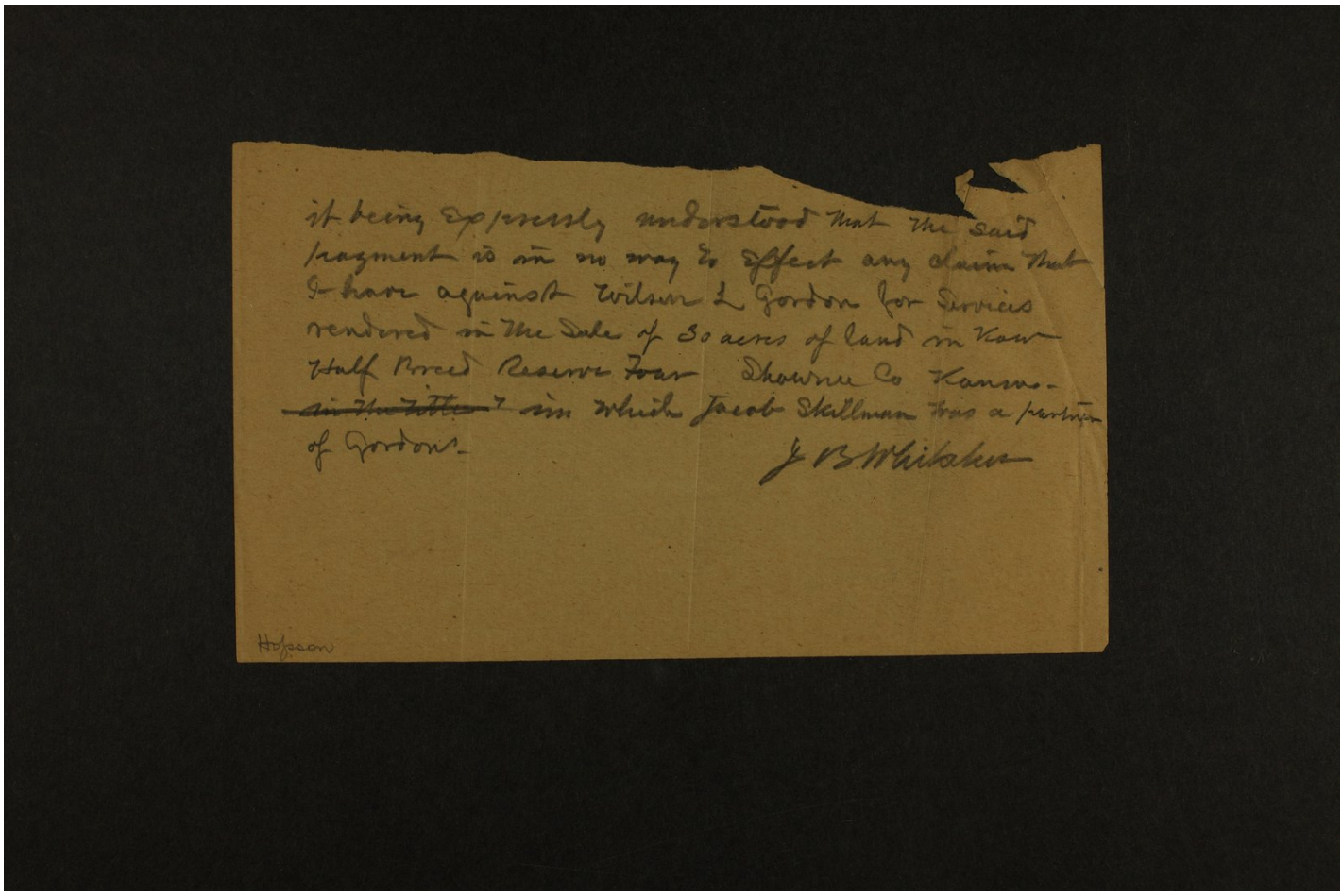


Topeka Kansas - Feb 6th 1886 -

An receipt of Exchange on New York for $100 -
Drawn in My favor on or before Feb 15th 1886. and Endorsed
by me on or before Feb 20th 1886.

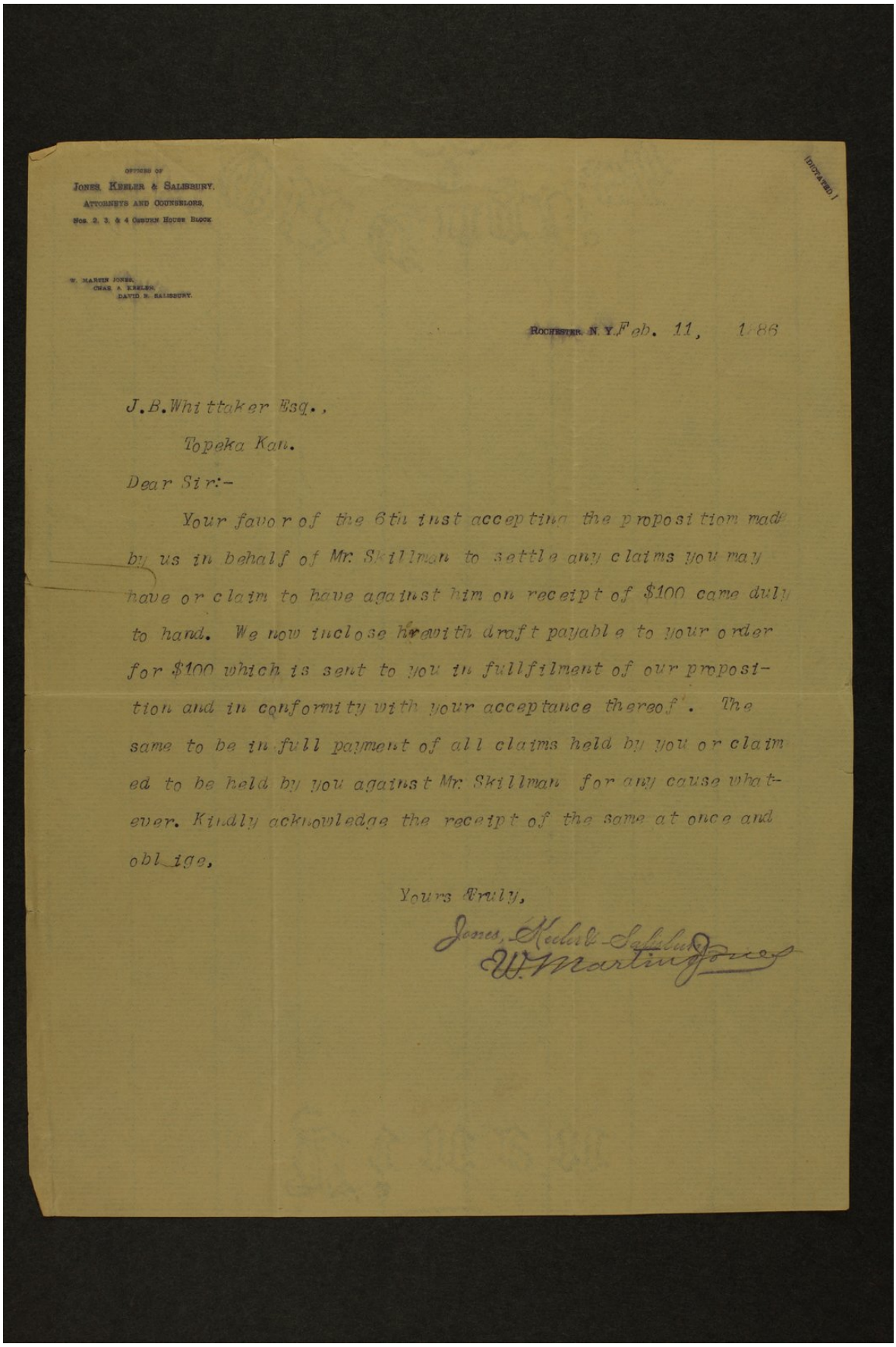
I agree to accept [redacted] on or before Feb 20th 1886.
One hundred Dollars from Jacob Skillman in full
Settlement of all accounts between us [redacted]
growing out of the Feb 6th 1886 -
For $100 to be paid me before Feb 20th 1886 - I agree
to release Jacob Skillman from any claim or claims
that I may have against him of this date - the above
amount ~~being~~ to be paid me in full Satisfaction of all
unsettled business between us -

James Barnes Whitaker correspondence


it being Expressly understood that the said
Instrument is in no way to effect any claim that
I have against Wilson L Gordon for Services
rendered in the Sale of 80 acres of land in Kaw
Half Breed Reserve now Shawnee Co Kansas
~~in Which Title~~ in which Jacob Stallman was a partner
of Gordons.

J B Whitaker

Hopson



OFFICES OF
JONES, KEELER & SALISBURY,
ATTORNEYS AND COUNSELORS,
NOS. 2, 3, & 4 CHAMBER HOUSE BLOCK.

W. MARTIN JONES,
CHAS. A. KEELER,
DAVID B. SALISBURY.

INDEXED

ROCHESTER, N. Y. Feb. 11, 1886

J.B.Whittaker Esq.,

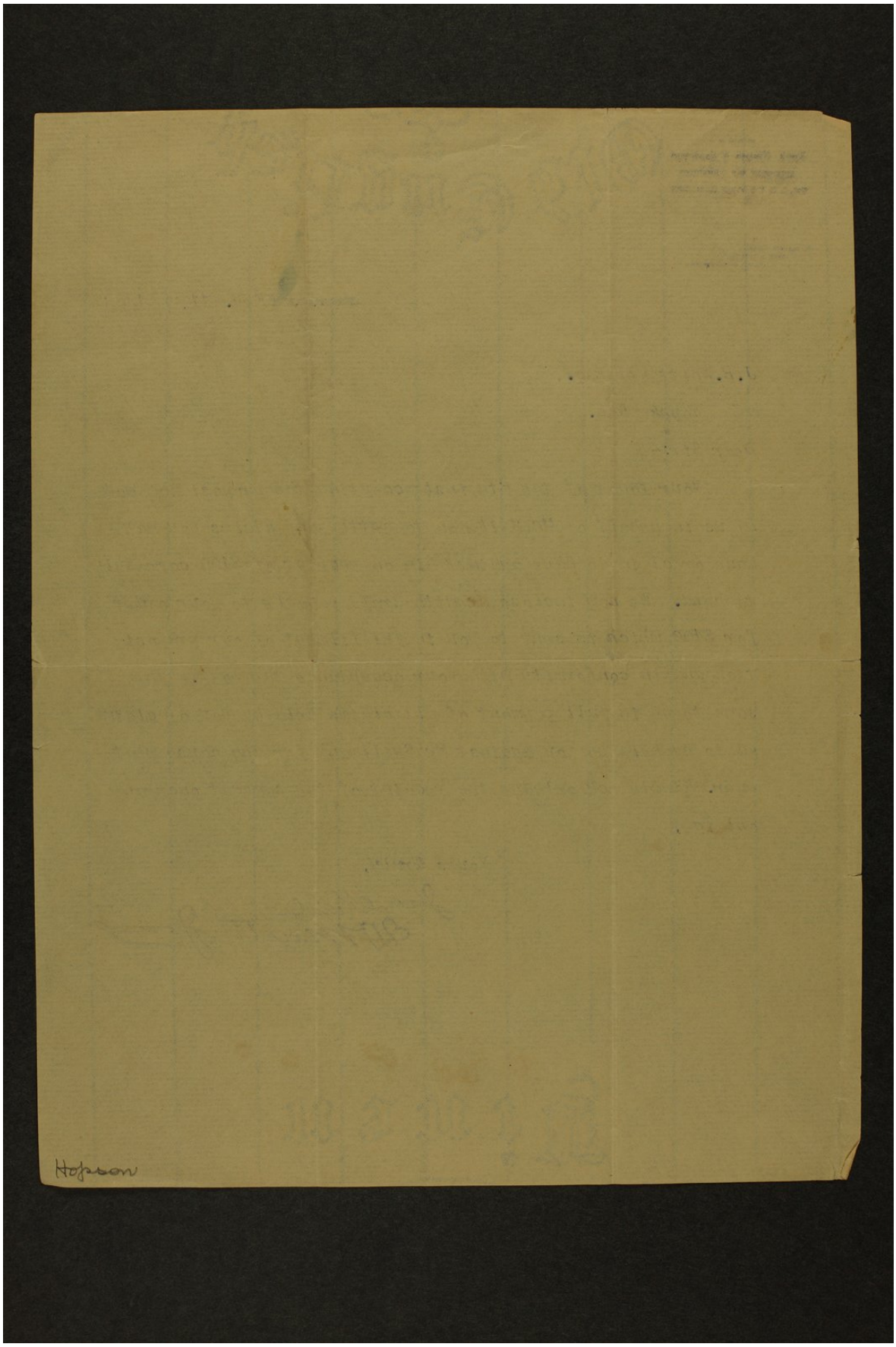
Topeka Kan.

Dear Sir:-

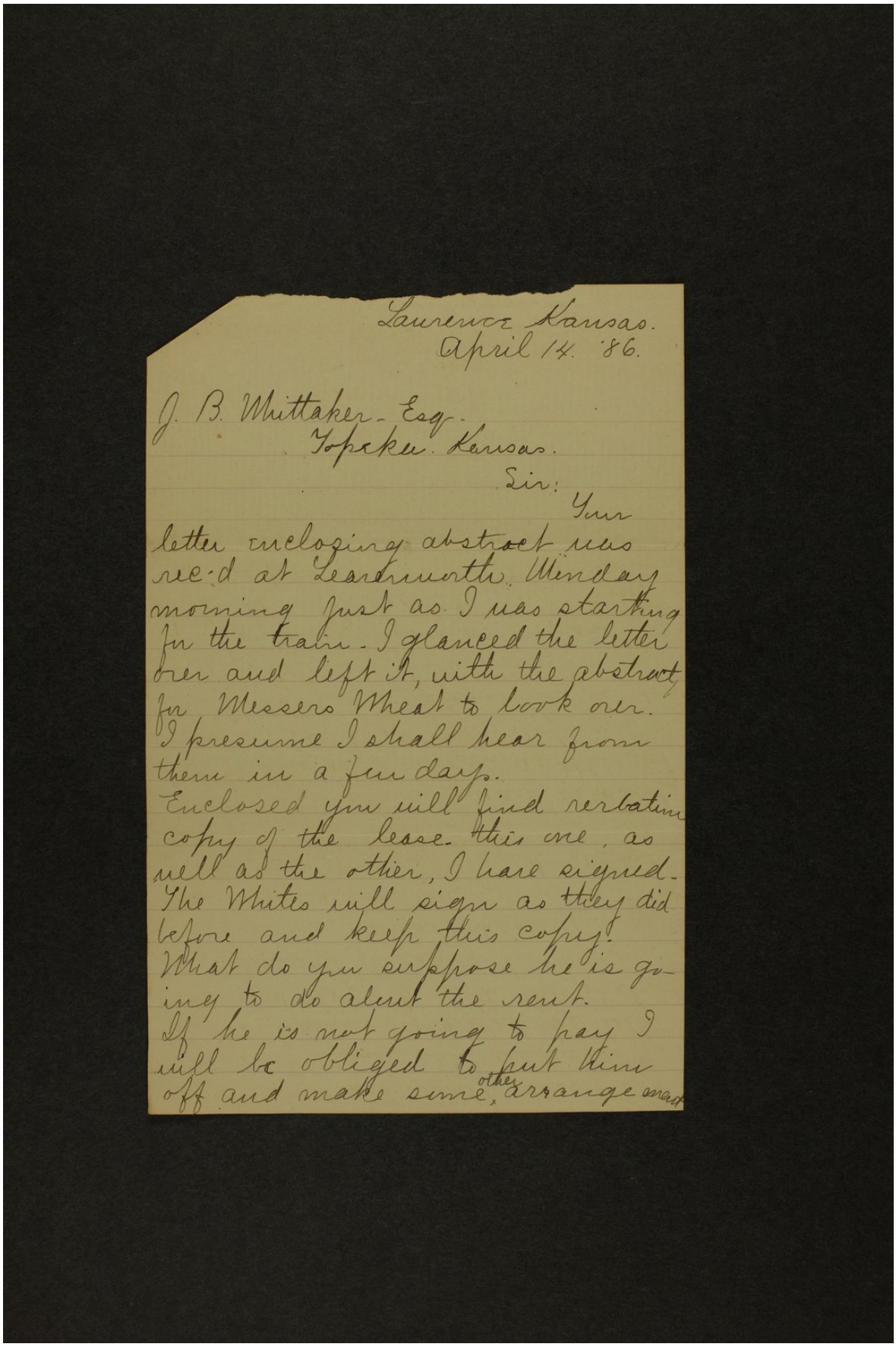
Your favor of the 6th inst accepting the proposition made by us in behalf of Mr. Skillman to settle any claims you may have or claim to have against him on receipt of $100 came duly to hand. We now inclose herewith draft payable to your order for $100 which is sent to you in fullfilment of our proposition and in conformity with your acceptance thereof. The same to be in full payment of all claims held by you or claimed to be held by you against Mr. Skillman for any cause whatever. Kindly acknowledge the receipt of the same at once and oblige,

Yours Truly,

Jones, Keeler & Salisbury
W. Martin Jones


Hopson

James Barnes Whitaker correspondence



Laurence Kansas.
April 14. '86.

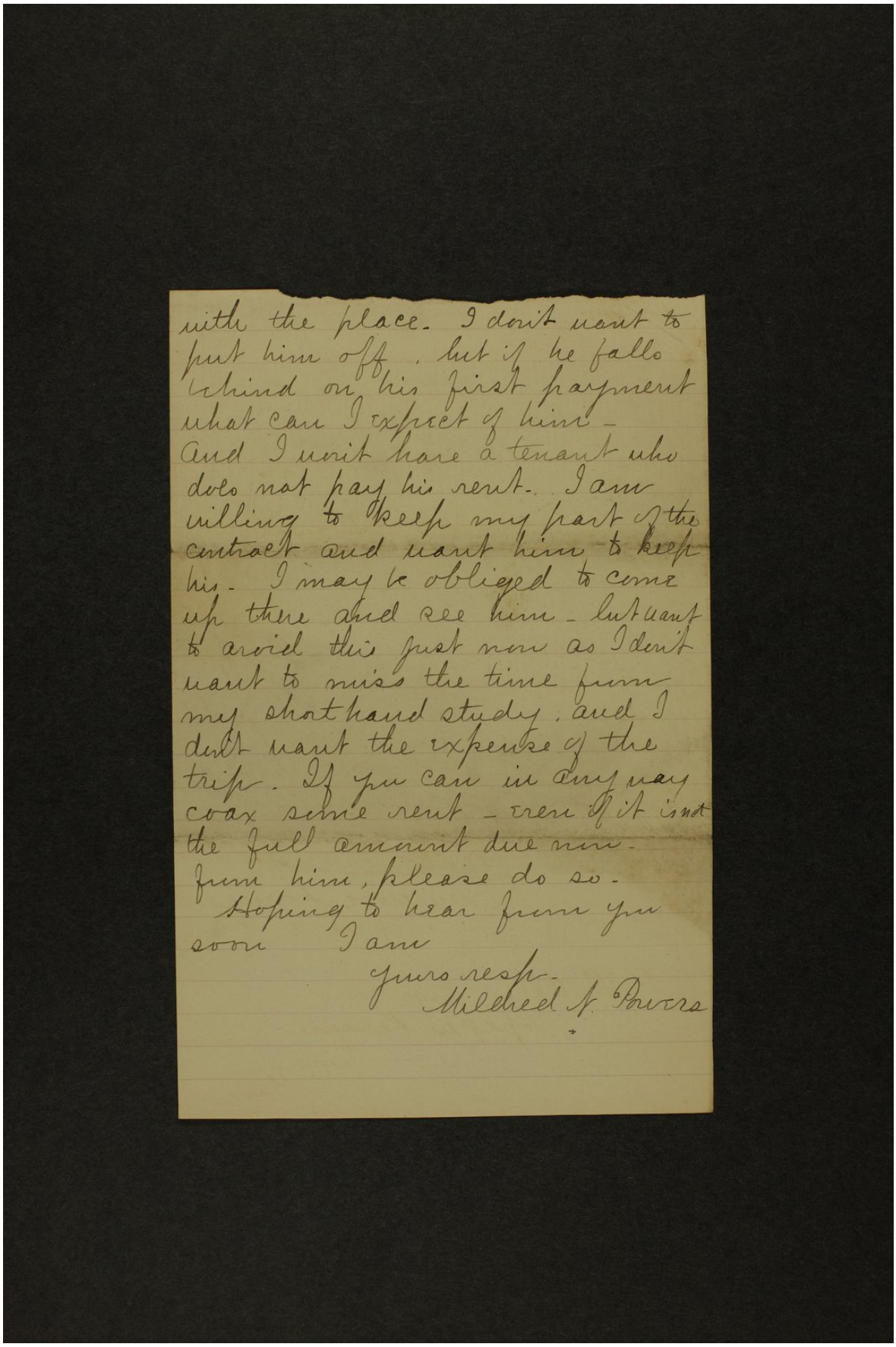
J. B. Whittaker - Esq.
Topeka. Kansas.

Sir:

Your letter enclosing abstract was rec'd at Leavenworth Monday morning just as I was starting for the train. I glanced the letter over and left it, with the abstract for Messers Wheat to look over. I presume I shall hear from them in a few days.

Enclosed you will find verbatim copy of the lease. this one, as well as the other, I have signed. The Whites will sign as they did before and keep this copy.

What do you suppose he is going to do about the rent. If he is not going to pay I will be obliged to put him off and make some other arrangement

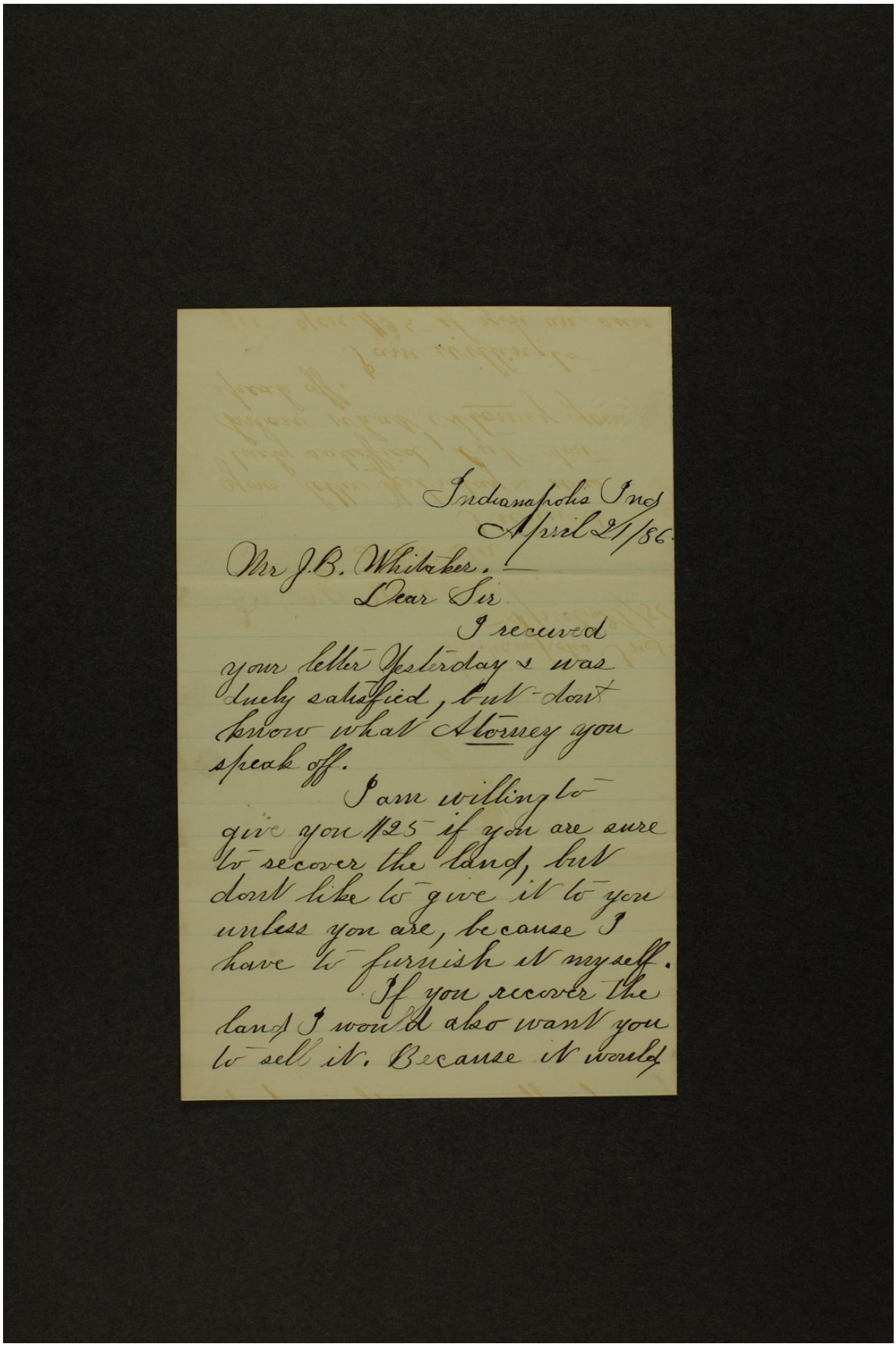


with the place. I don't want to put him off, but if he falls behind on his first payment what can I expect of him - And I don't have a tenant who does not pay his rent. I am willing to keep my part of the contract and want him to keep his. I may be obliged to come up there and see him - but want to avoid this just now as I don't want to miss the time from my shorthand study, and I don't want the expense of the trip. If you can in any way coax some rent - even if it isn't the full amount due me - from him, please do so.

Hoping to hear from you soon I am

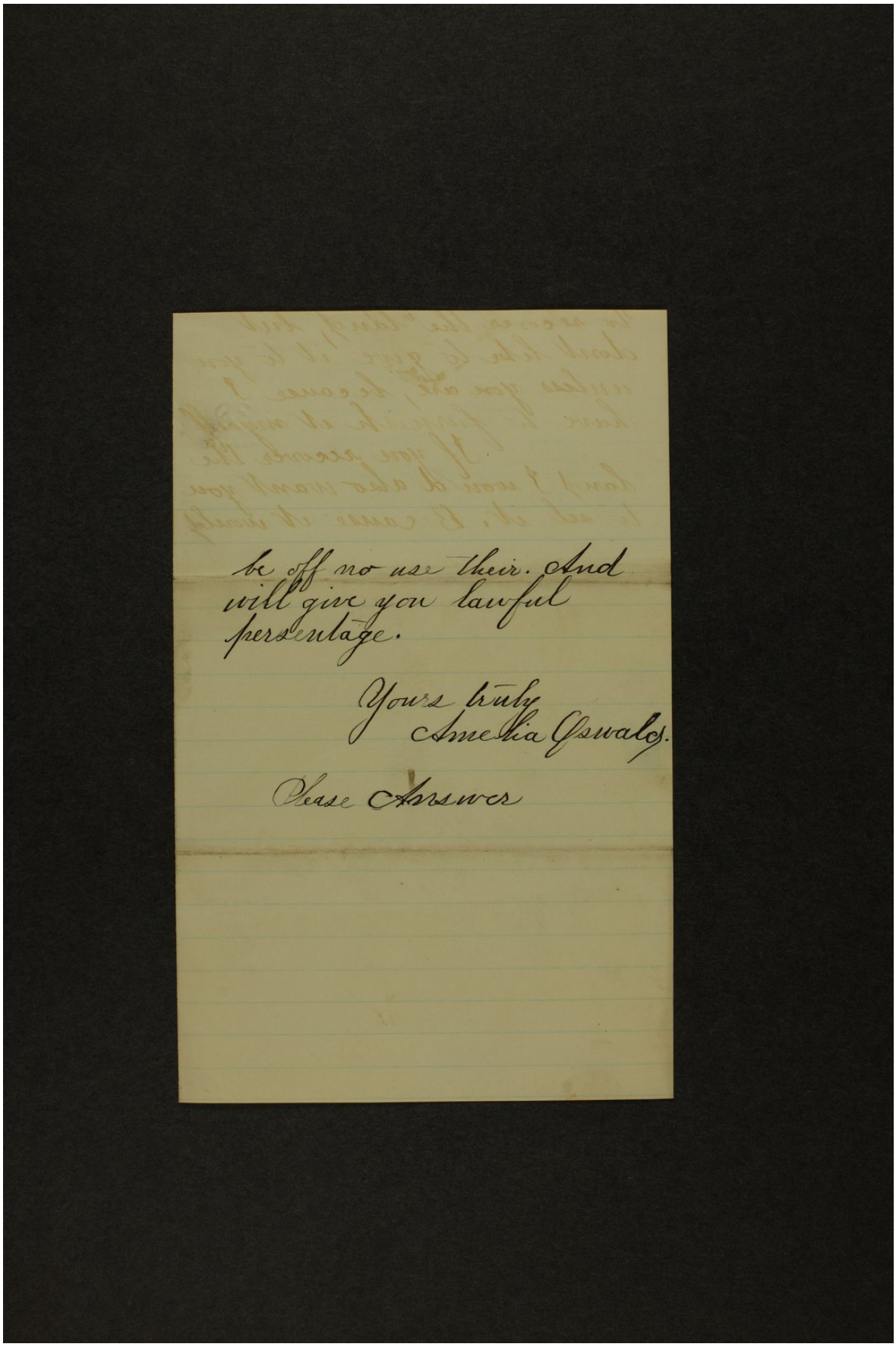
Yours resp.
Mildred A. Powers

James Barnes Whitaker correspondence



Indianapolis Ind
April 21/86.

Mr J.B. Whitaker.
Dear Sir
I recived your letter Yesterday & was duely satisfied, but dont know what Attorney you speak off.
I am willing to give you 125 if you are sure to recover the land, but dont like to give it to you unless you are, because I have to furnish it myself.
If you recover the land I would also want you to sell it. Because it would

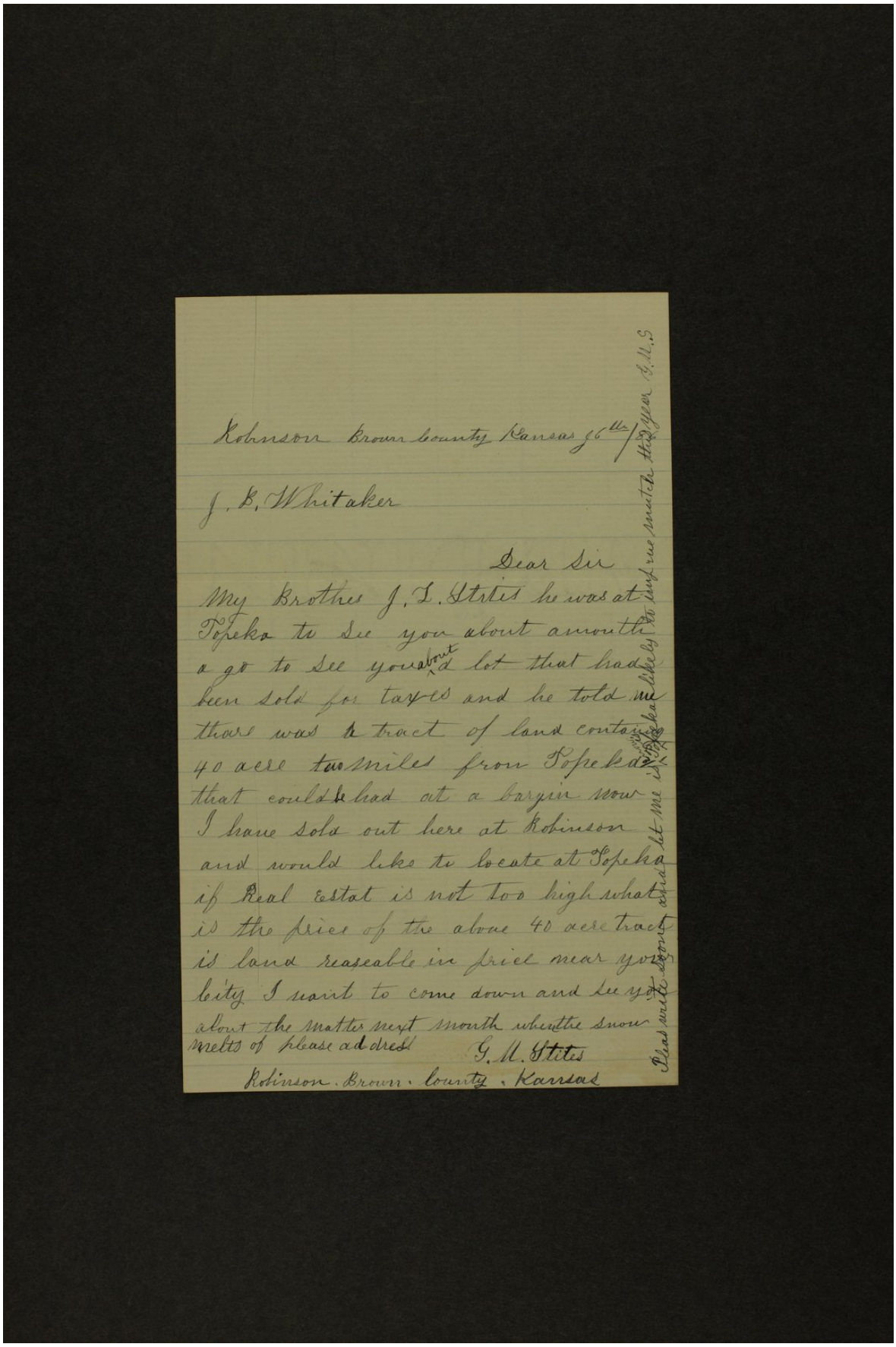


be off no use their. And
will give you lawful
persentage.

Yours truly
Amelia Oswalds.

Please Answer

James Barnes Whitaker correspondence



Robinson Brown County Kansas Jan 11th 1887

J. B. Whitaker

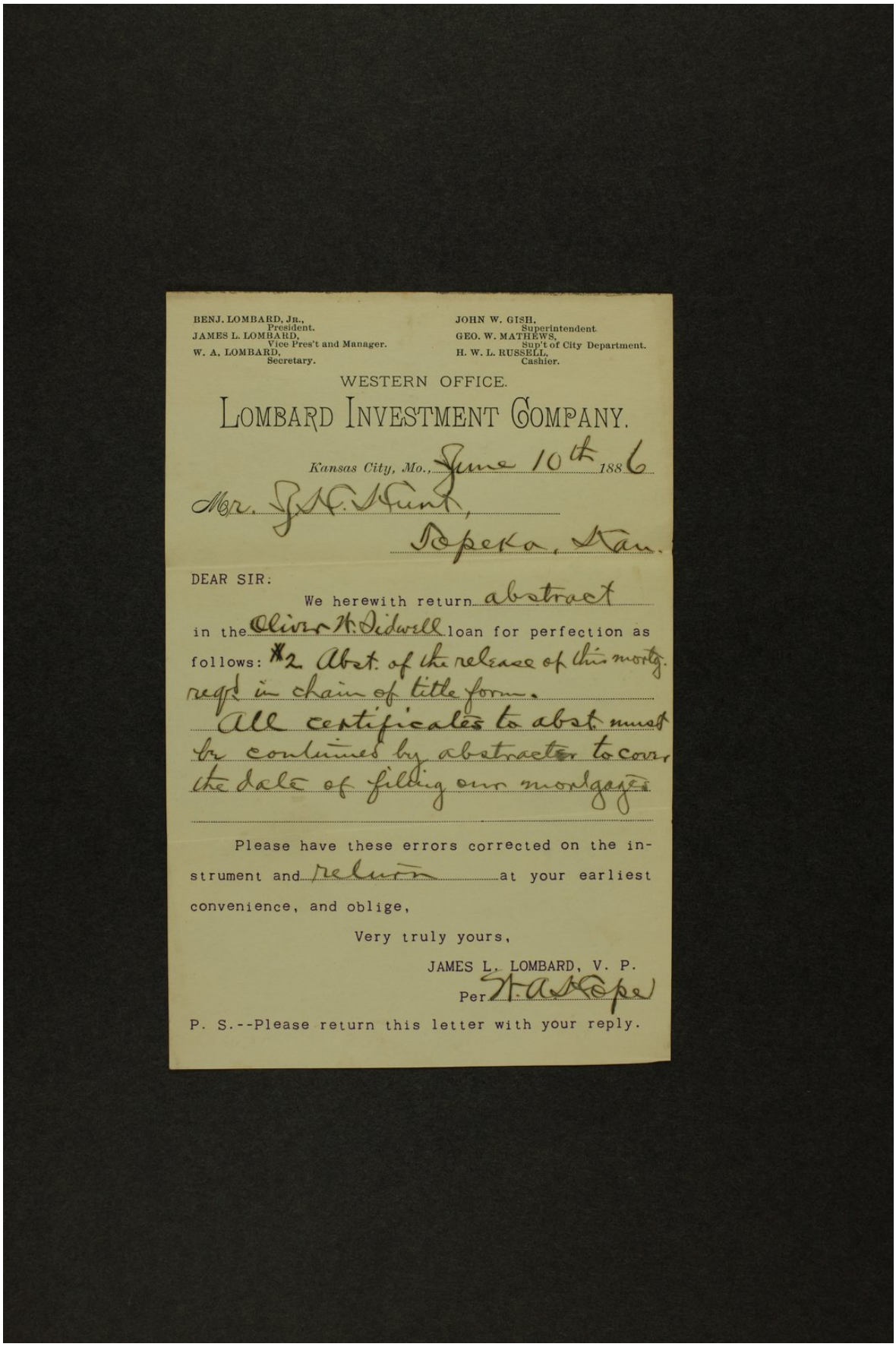
Dear Sir

My Brother J. D. Stites he was at Topeka to see you about a month ago to see you about a lot that had been sold for taxes and he told me there was a tract of land contain 40 acre two miles from Topeka that could be had at a bargin now I have sold out here at Robinson and would like to locate at Topeka if Real estat is not too high what is the price of the above 40 acre tract is land reaseable in price near your city I want to come down and see you about the matter next month when the snow melts of please address

G. M. Stites

Robinson. Brown. County. Kansas

Please write soon and let me know about it as I want to buy me a home this year G. M. S



BENJ. LOMBARD, Jr., President.
JAMES L. LOMBARD, Vice Pres't and Manager.
W. A. LOMBARD, Secretary.
JOHN W. GISH, Superintendent.
GEO. W. MATHEWS, Sup't of City Department.
H. W. L. RUSSELL, Cashier.

WESTERN OFFICE.

LOMBARD INVESTMENT COMPANY.

Kansas City, Mo., June 10th 1886

Mr. J. H. Hunt,
Topeka, Kan.

DEAR SIR:

We herewith return abstract in the Oliver H. Didwell loan for perfection as follows: #2 Abst. of the release of this mortg. regd in chain of title form.

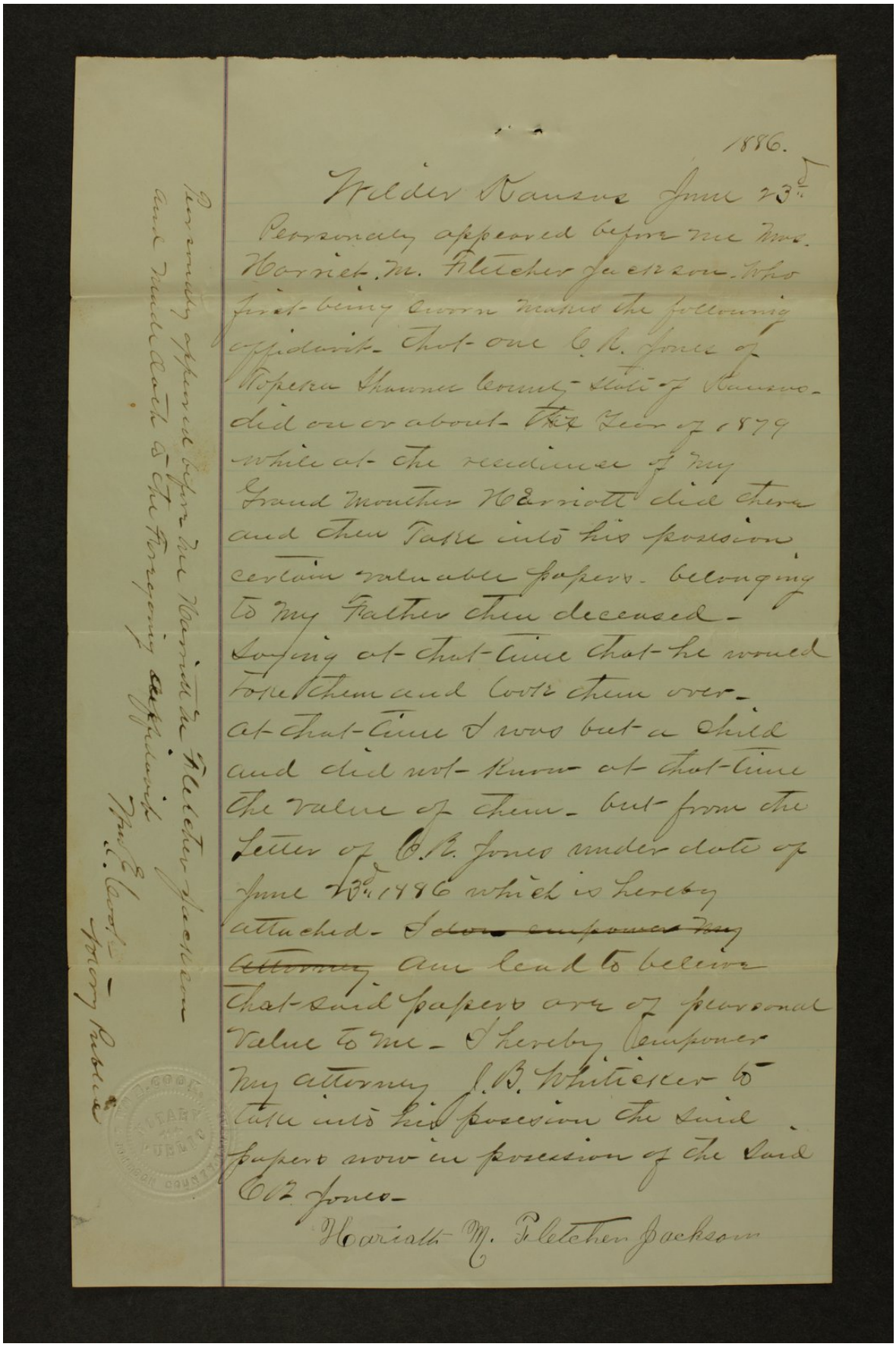
All certificates to abst. must be continued by abstracter to cover the date of filing our mortgages

Please have these errors corrected on the instrument and return at your earliest convenience, and oblige,

Very truly yours,

JAMES L. LOMBARD, V. P.
Per H. A. Scope

P. S.--Please return this letter with your reply.



1886.

Wilder Kansas June 23rd

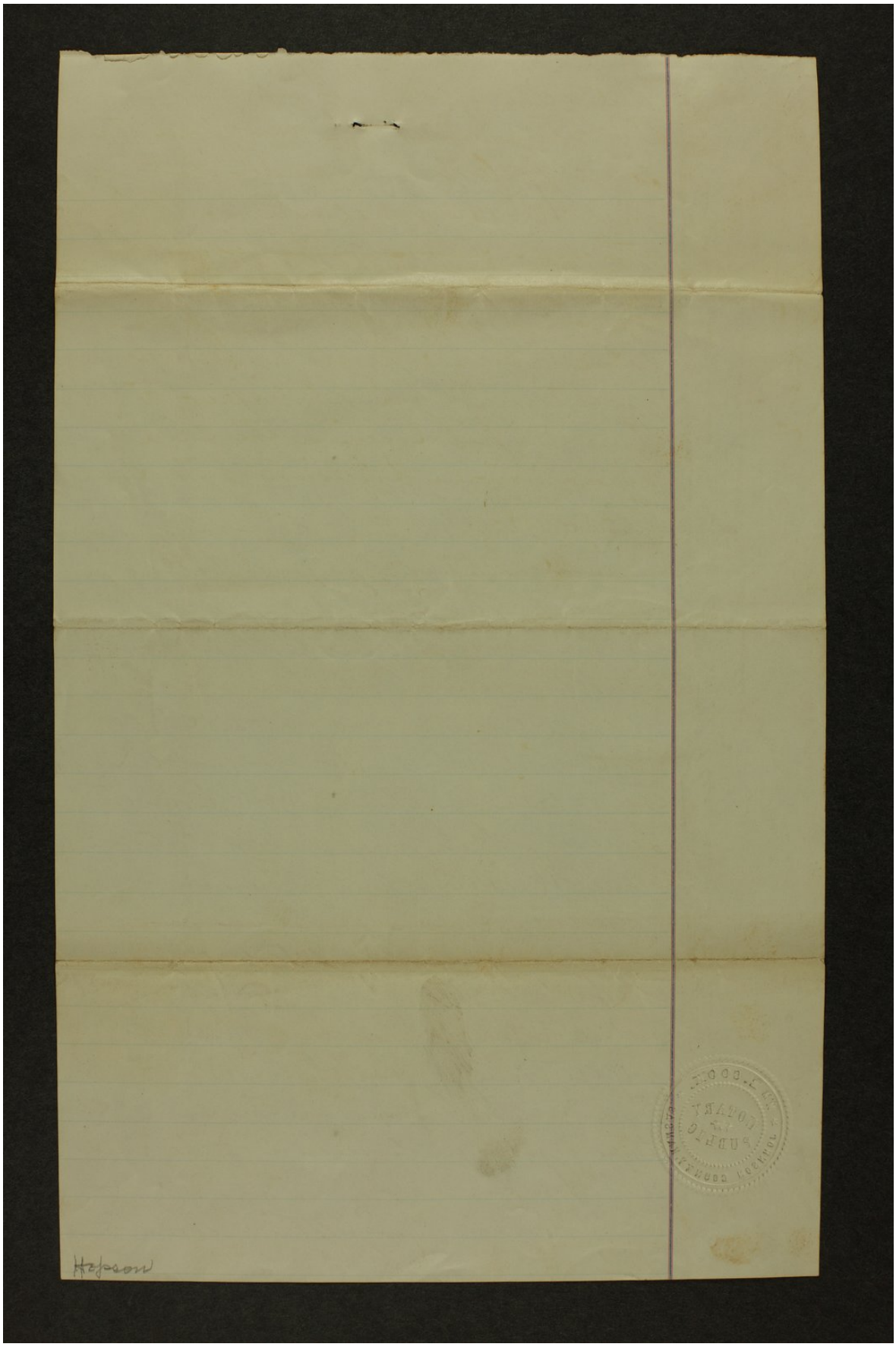
Personally appeared before me Mrs. Harriet M. Fletcher Jackson. Who first being sworn makes the following affidavit. That one C.R. Jones of Topeka Shawnee County State of Kansas did on or about the 2nd of 1879 while at the residence of my Grand Mother Harriett did there and then take into his possession certain valuable papers belonging to my Father then deceased having at that time that he would return them and look them over. at that time I was but a child and did not know at that time the value of them. but from the Letter of C.R. Jones under date of June 23rd 1886 which is hereby attached. I do ~~empower my attorney~~ am led to believe that said papers are of personal value to me. I hereby empower my attorney J.B. Whitaker to take into his possession the said papers now in possession of the said C.R. Jones.

Harriett M. Fletcher Jackson

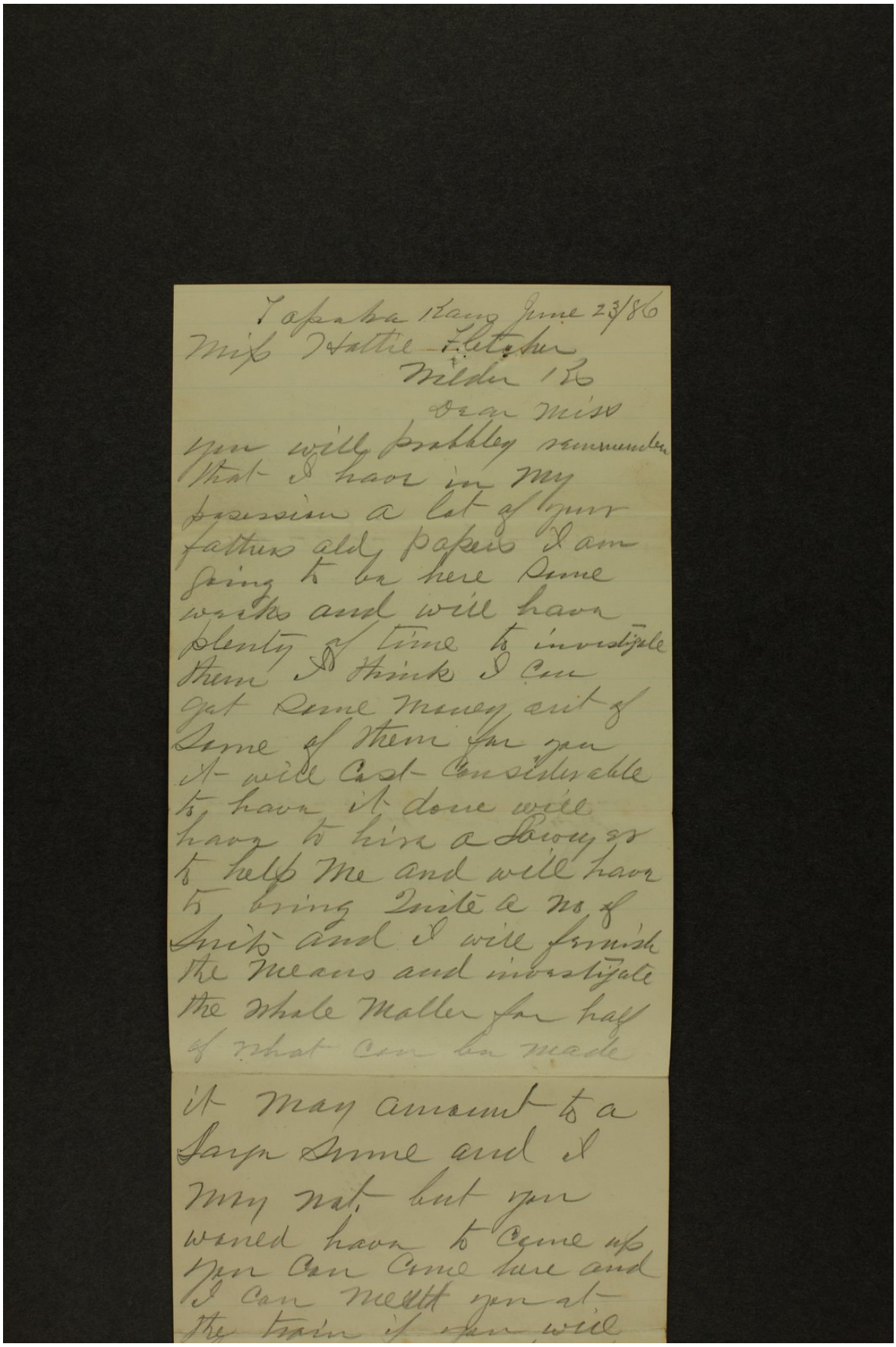
Personally appeared before me Harriett M. Fletcher Jackson and made oath to the foregoing affidavit.

Witness my hand and Notarial Seal this 23rd day of June 1886.

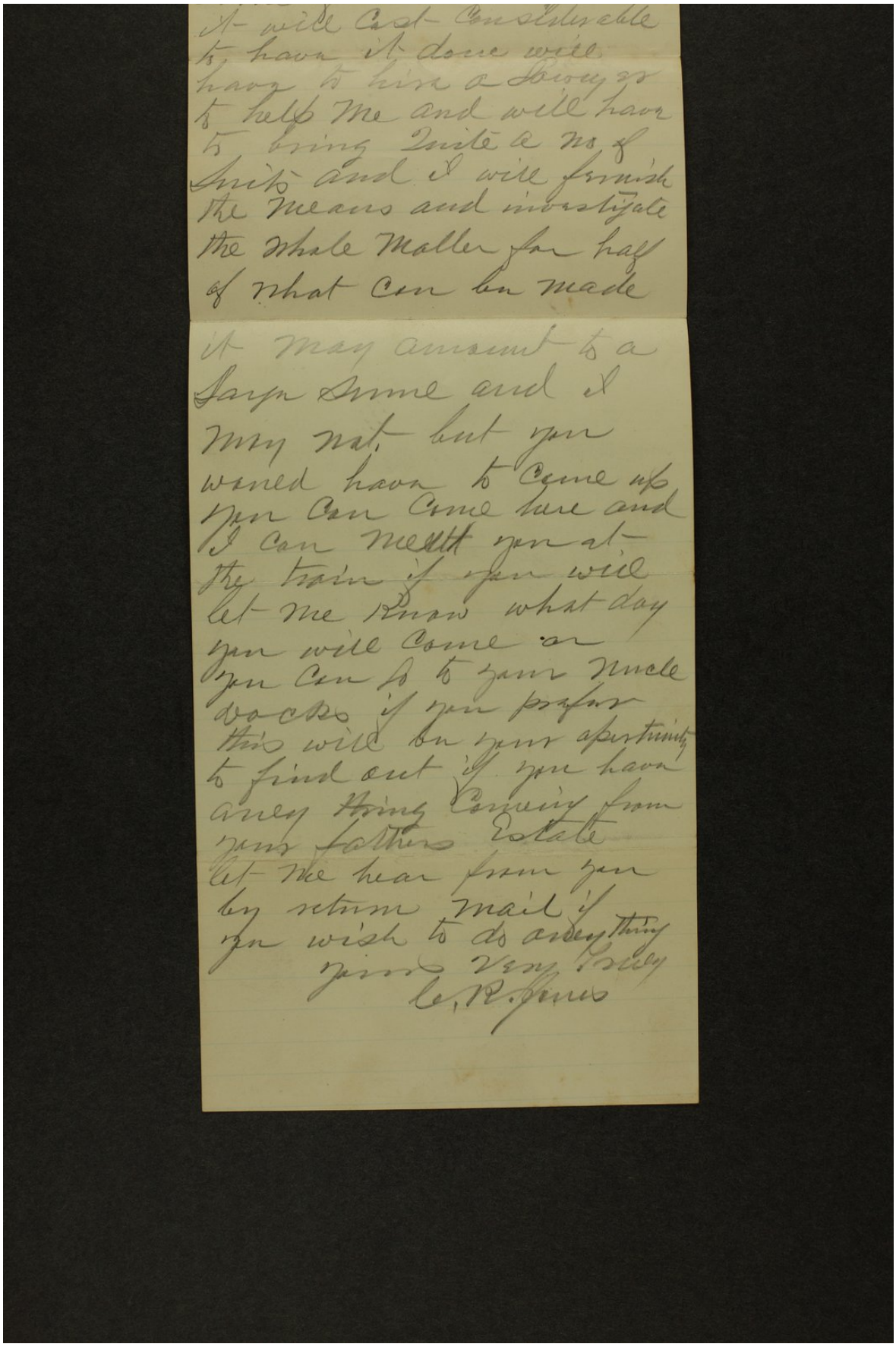
Paul E. Carey
Notary Public



James Barnes Whitaker correspondence



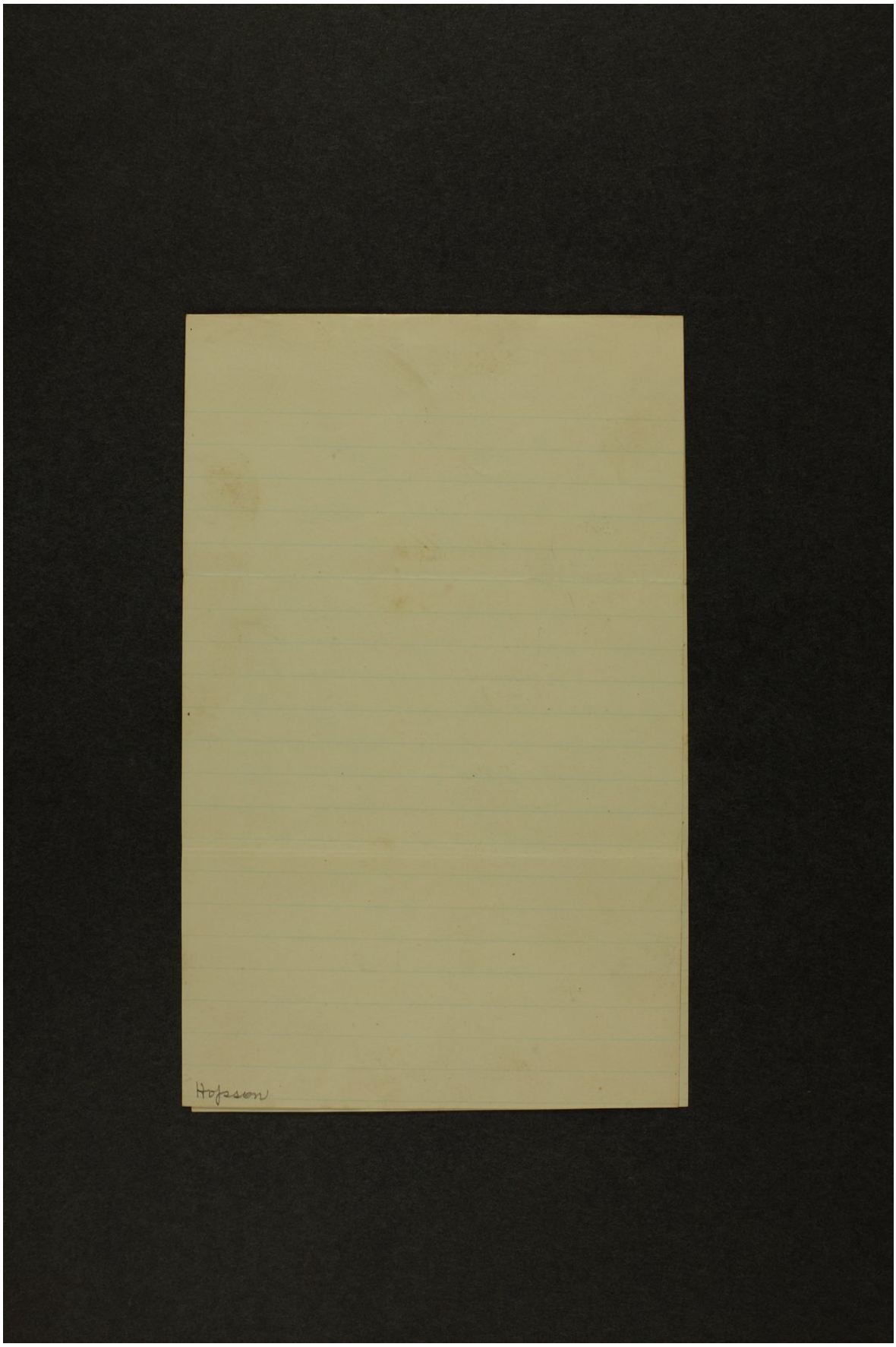
Topeka Kans June 23/86
Miss Hattie Fletcher
Milan Mo
Dear Miss
You will probably remember
that I have in my
possession a lot of your
fathers old papers I am
going to be here some
weeks and will have
plenty of time to investigate
them I think I can
get some money out of
some of them for you
It will cost considerable
to have it done will
have to hire a Lawyer
to help me and will have
to bring Suit a No of
Suits and I will furnish
the means and investigate
the whole Matter for half
of what can be made
it may amount to a
large sum and it
may not but you
would have to come up
you can come here and
I can meet you at
the train if you will

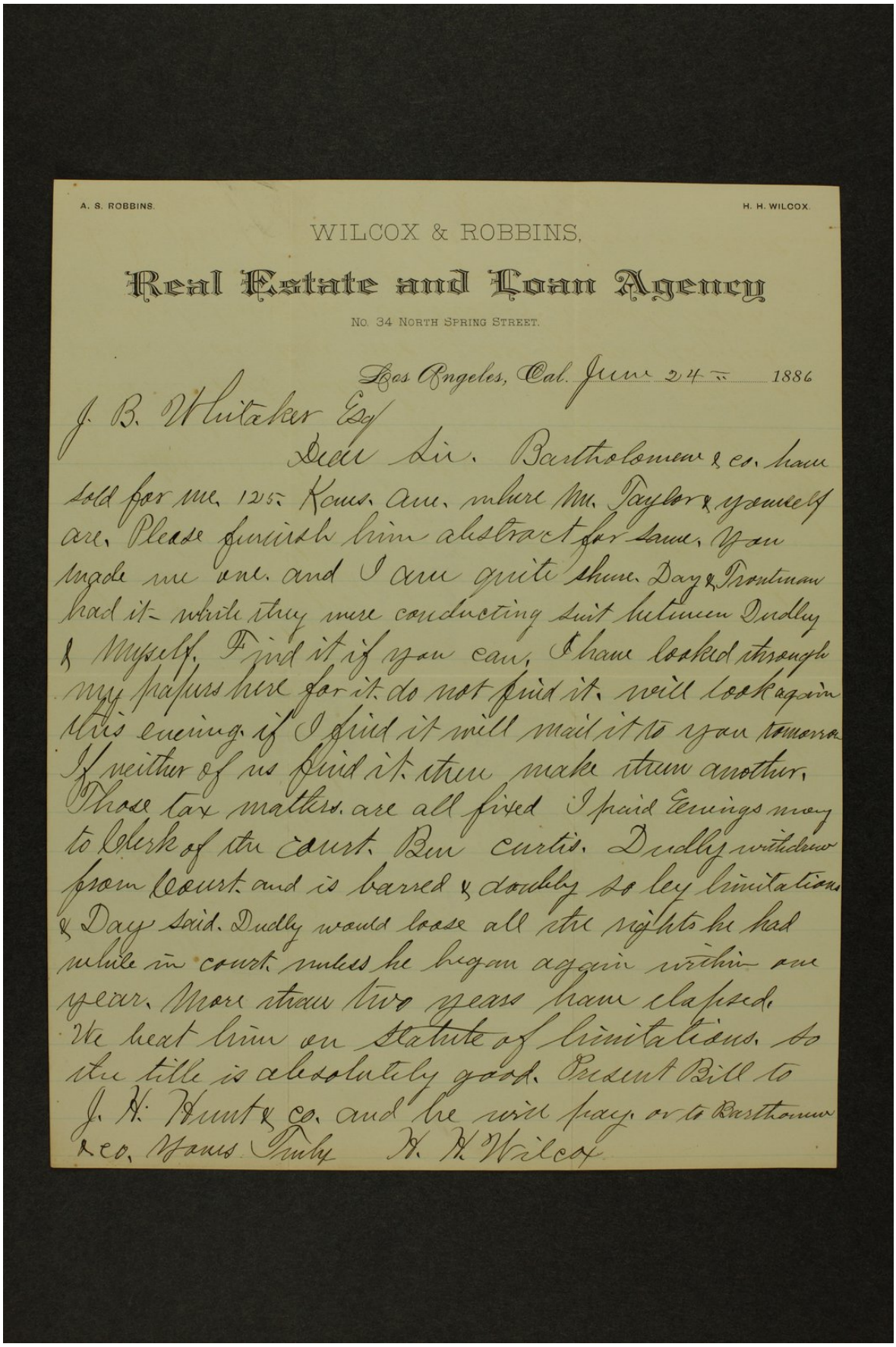


it will cost Considerable
to have it done will
have to hire a Lawyer to
help me and will have
to bring Suite a No of
Suits and I will furnish
the means and investigate
the Whole Matter for half
of what can be made

it may amount to a
large Sume and it
may not but you
wined have to Come up
you Can Come here and
I Can Meet you at
the train if you will
let me Know what day
you will Come or
you Can go to your Uncle
Dockes if you prefer
this will be your opertunity
to find out if you have
any thing Coming from
your fathers Estate
Let me hear from you
by return mail if
you wish to do anything
Yours Very Truly
C. B. Jones

James Barnes Whitaker correspondence





A. S. ROBBINS. H. H. WILCOX.

WILCOX & ROBBINS,

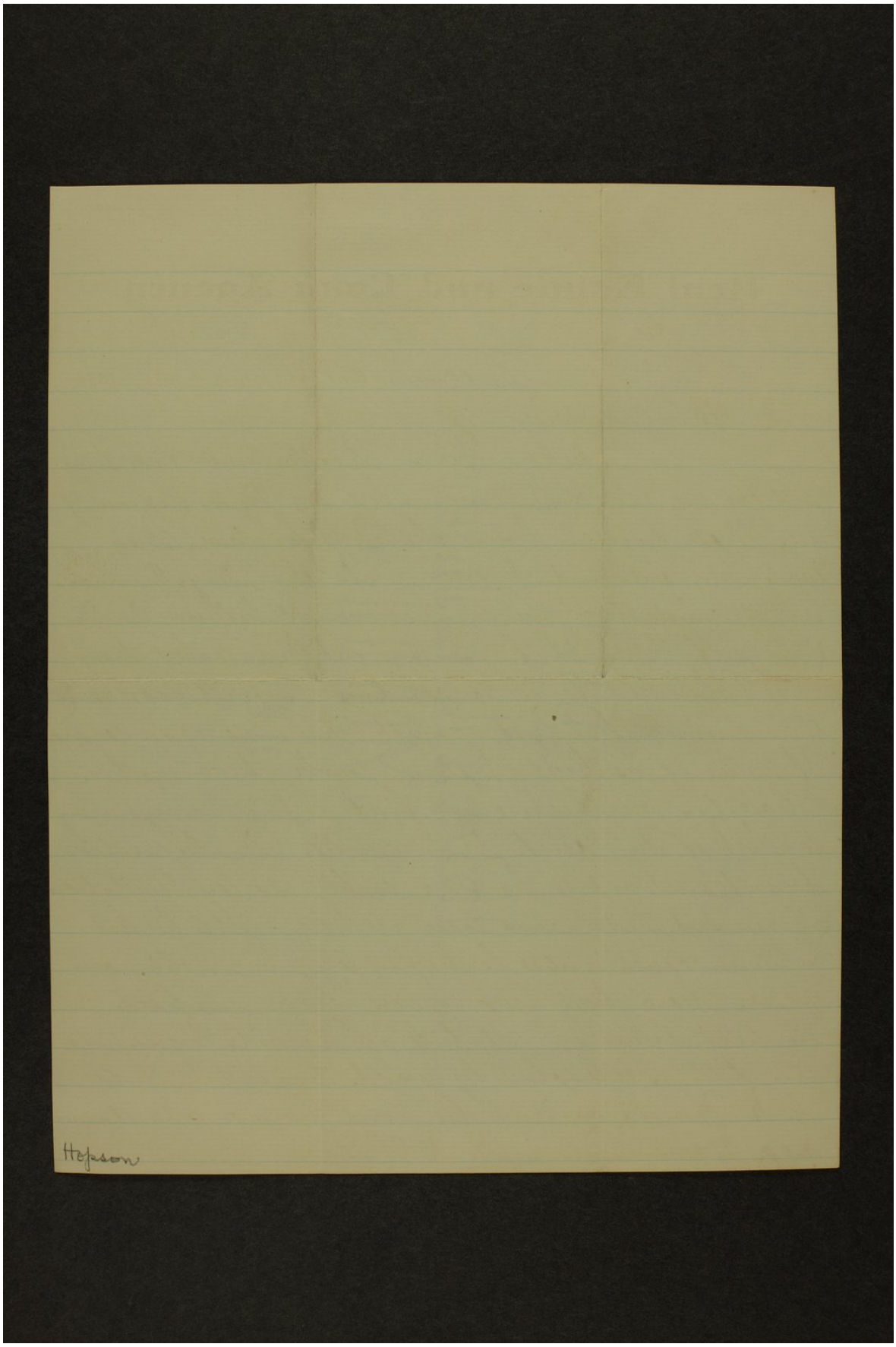
Real Estate and Loan Agency

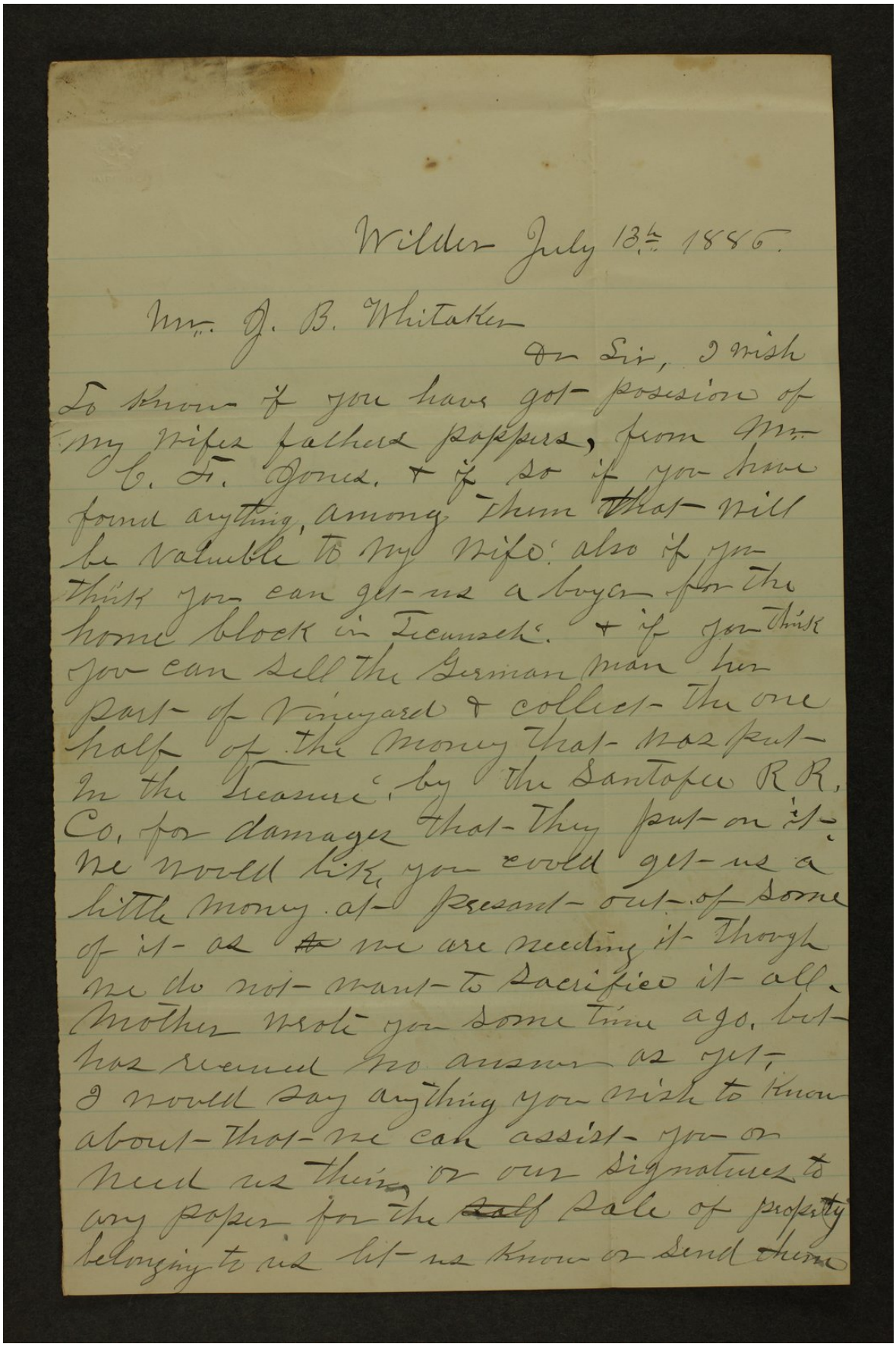
No. 34 North Spring Street.

Los Angeles, Cal. June 24 1886

J. B. Whitaker Esq

Dear Sir. Bartholomew & co. have sold for me 125 Kans. ave. where Mr. Taylor & yourself are. Please furnish him abstract for same. You made me one. and I am quite sure Day & Trautman had it- while they were conducting suit between Dudley & Myself. Find it if you can. I have looked through my papers here for it. do not find it. will look again this evening. if I find it will mail it to you tomorrow if neither of us find it. then make them another. Those tax matters are all fixed I paid Jennings money to Clerk of the court. Ben Curtis. Dudley withdrew from court and is barred & doubly so by limitations & Day said. Dudly would loose all the rights he had while in court. unless he began again within one year. More than two years have elapsed. We beat him on Statute of limitations. so the title is absolutely good. Present Bill to J. H. Hunt & co. and he will pay. or to Barthomew & co. Yours Truly H. H. Wilcox

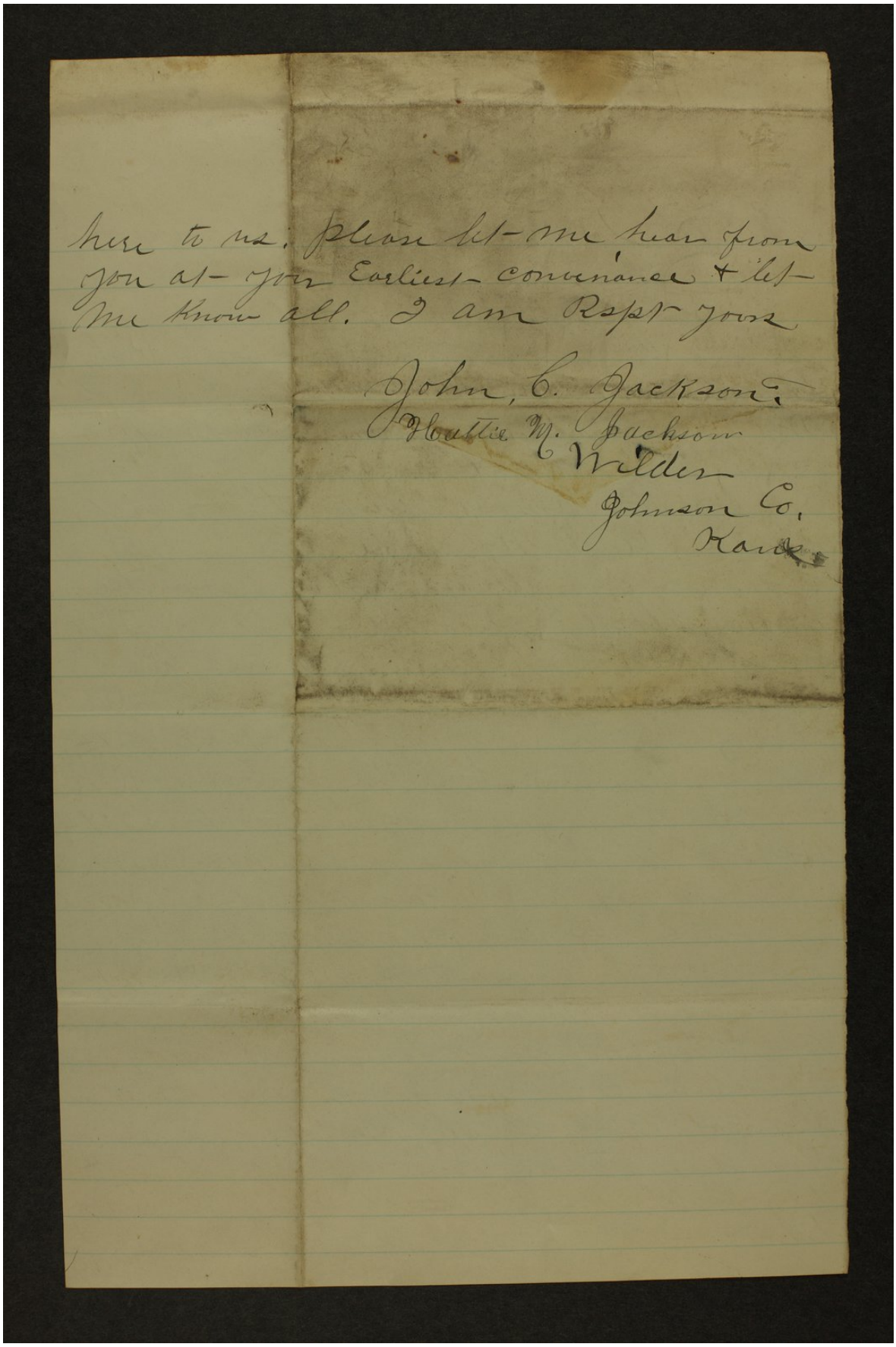

Hofason



Wilder July 13th 1886.

Mr. J. B. Whitaker

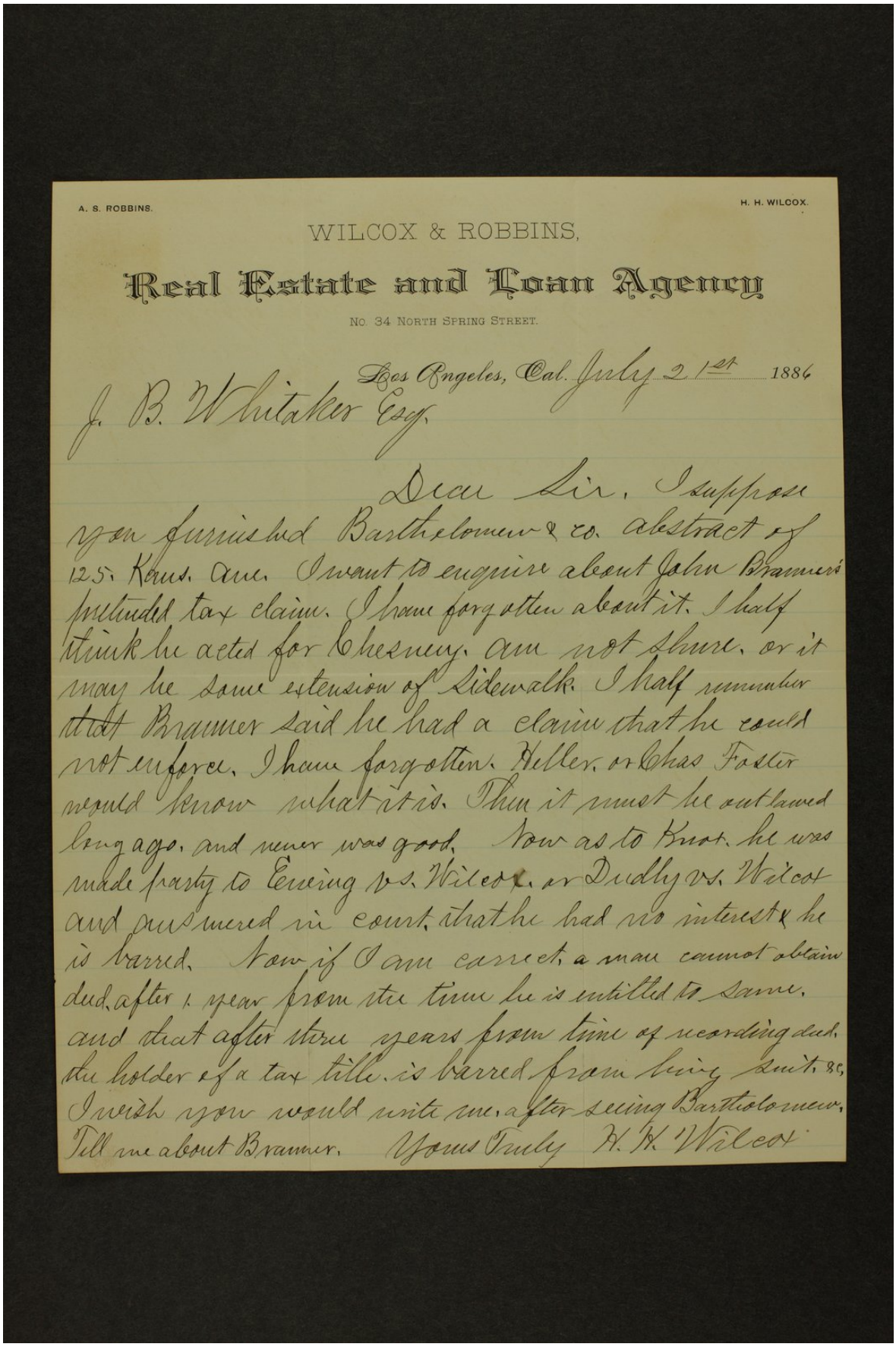
Dr Sir, I wish to know if you have got possion of my wifes fathers papers, from Mr. C. F. Jones. & if so if you have found anything among them that will be valuble to my wife: also if you think you can get us a buyer for the home block in Fremont. & if you think you can sell the German man her part of vineyard & collect the one half of the money that was put in the treasure by the Santafee R R. Co. for damages that they put on it. We would like you could get us a little money at present out of some of it as we are needing it though we do not want to sacrifice it all. Mother wrote you some time ago, but has recived no answer as yet; I would say anything you wish to know about that we can assist you or need us there or our signatures to any paper for the sale of property belonging to us let us know or send them



here to us. please let me hear from
you at your Earliest convenance & let
me know all. I am Respt Your

John, C. Jackson
Hattie M. Jackson
Wilder
Johnson Co.
Kans.

James Barnes Whitaker correspondence



A. S. ROBBINS. H. H. WILCOX.

WILCOX & ROBBINS,

Real Estate and Loan Agency

No. 34 North Spring Street.

Los Angeles, Cal. July 21st 1886

J. B. Whitaker Esq.

Dear Sir. I suppose you furnished Bartholomew & co. abstract of 125. Kerns. Ave. I want to enquire about John Brammer's pretended tax claim. I have forgotten about it. I half think he acted for Chesney. am not sure. or it may be some extension of Sidewalk. I half remember that Brammer said he had a claim that he could not enforce. I have forgotten. Heller. or Chas Foster would know what it is. Then it must be outlawed long ago. and never was good. Now as to Knot. he was made party to Ewing vs. Wilcox. or Dudley vs. Wilcox and answered in court. that he had no interest & he is barred. Now if I am correct. a man cannot obtain deed after 1 year from the time he is entitled to same. and that after three years from time of recording deed. the holder of a tax title. is barred from being sued. &c. I wish you would write me. after seeing Bartholomew. Tell me about Brammer. Yours Truly H. H. Wilcox