Peter Kean to an Unknown Person, August 14, 1813

Peter Philip James Kean

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Dear and honoured Sir,

You may recollect to have heard my mother speak of her experiencing a great deal of uneasiness about an unsettled account with my uncle Mr. Livingston. It is in your power to confer an obligation on us in that affair which I feel a confidence your goodness will lead you to undertake.

In December '92, Mr. Livingston and my father entered into a joint speculation in notes the funds for which arose from an exchange of their paper which was discounted in the banks in N.Y. & Philadelphia. The amount of notes given by each to the other was $20,000. But I cannot discover that they ever employed more than $30,000. Among other objects, they turned their attention to R. Morris notes both jointly and separably, as I infer from a list of notes in my father's handwriting. The whole amount of R. Morris notes was for $35,000. The following division appears to have been made in the list. Five notes bearing date the 27th...
Dec. 1794. Payble June 27th 30th. "95- amounting in all to $22.100- opposite to which my father has made me a remark and which I suppose to be all the notes purchased on joint account, for Mr. Livingston in a letter dated 15th of April "95 to my father, says "we shall then have $20,000 to pay you $10,000 with you & I $10,000 here which if we could discharge by discounting R. Morris' notes when they come within bank's discount would close the business."

2d Four notes bearing the same date & payable on the same day with the former amounting to $16.150- opposite to which my father has written P. Livingston solely. Which notes together with two others that were paid, were purchased by my father for book-keeping furnished him for that purpose.

3d Nine notes drawn by Morris and endorsed by Greenleaf and Nicholson dated 28th July 1794, payable 28th 31st July "95, opposite to which my father has written I. Means solely.

After my father's death Mr. L. came to Philadelphia where my mother gave him the notes included in the two first divisions as she supposed they were contained in an envelope directed to Mr. L. by father who told my mother that it contained much paper, that which Mr. L. would pay her there would be a profit therefore. At the same time my mother gave Mr. L. the nine notes amounting to $16,800.
for which he gave her his receipt in which he promises to account with her, for all monies received thereon and to pay over all such monies to her, or to her order.

The notes were put into Mr. Simpson's hands who when they became due caused them to be protested.

On the 16th of July "90 Mr. Livingston made an arrange
tment with James Greenleaf, by which he secured the payment of $45,000. To make up this sum he pledged three of the joint notes amounting to $12,100. With those on his own private account making in all $28,250 for which he took Greenleaf's note, and the nine notes for amounting to $16,800, for which he took another note of Greenleaf. The payment of which notes together with the interest thereon was secured by a transfer of real estate with a power to sell to the amount, Mr. L. engaging to repay the money that should exceed the $45,000 with interest to the guarantees.

There then remained two of the partnership notes to be accounted for, these were for $5,000 each one endorsed by Mr. M. Willing, the other by Jos. Ball which notes I suppose must have been paid to Mr. L. by those gentlemen.

There were partnership notes out to that amount viz. $10,000 when my father died, which Mr. L. took up and his clerk Mr. Shipman charged my father's estate with one half that sum. My mother on receiving an account current from him with this charge wrote Mr. L. on the subject who in a letter dated August 1899, four years after the transaction
and subsequent to the payment of the $16,000 together
with the interest. Says Mr. Shipman says that by Mrs.
Kear's Books his estate appears to be largely indebted to
me, which is not the case and is owing to the credit
which he would have had not being entered. He says
there were other books of Mr. Ke's at Philadelphia,
which were all posted up, but he says he can not
do anything further towards settling the account from
my books, than what he formerly has done &
I must go over the accounts with him, which
I shall do when I get well enough to attend to
any business but from my own recollection her
N. estate can not be any thing at least considerably
indebted to me, I rather am impressed with an
idea that I must owe it a balance which Mr.
Shipman says it owes me agreeably to my books,
in which something may have been omitted
until I get well enough to examine papers & accounts,
things must remain as they are without inconvenience
in case of either of us."

After writing the above Mr. L. continued to pay
over to my Mother and to her order large sums of
money, as the Executor of P. W. L. Without at any
time hinting his having any demand against her.
Since his death his Executor have refused to pay
the dividends due my Mother from her father's estate
on the ground that she had been overpaid by Mr. L.
who they allege was wrong in considering the note
amounting to $16,800. as her late property, for that
they supposed those notes to have been part of the joint