

# Constitutional Whig.

DEMOCRACY—THE CONSTITUTION—STATE RIGHTS.

By PLEASANTS & SMITH.

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## The Constitutional Whig.

### POLITICAL.

#### General Jackson's Land Speculations.

EDITOR KENTUCKY REPORTER.

Sir—As I was neither brought up nor educated in General Jackson's school of vulgarism, the public need not expect me to use the language common to his pupils and retainers. My object is to give information to the community, touching the character, history, and moral fitness of an individual, who asks nothing less at their hands, than the highest office within their gift. I will therefore neither turn to the right hand nor to the left, to bandy epithets with any of his *braves*—not verily I will cheerfully answer them, when I think they act under the instruction and influence of the General in denying matters of fact heretofore stated by me. I cannot even permit myself to animadvert on the *rare* production of a "Mr. John G. Anderson, of Nashville," republished in the "Whig and Banner" of the 11th inst. but will take for granted that he has authority from General Jackson to pronounce the facts stated in the second number of the "Tennessean" false, relative to the Duck River land speculation. Freely more especially on this contradiction, as being authorized by the General, because I understand Mr. Anderson is the stepson of the sister-in-law of General Jackson, and a frequent inmate at the Hermitage; and because he asserts that he knows the narrative of facts therein stated to be "false" of his own knowledge. This being the case I will now introduce some documentary evidence in support of my former allegations. The pleadings are made up, and issue joined—now for the proof.

I wish the public to bear in mind the text, from which the inference has been drawn, that Gen. Jackson has been guilty of "fraud and corruption" in relation to this land speculation—to wit: That he was employed as agent and counsel, to foreclose a mortgage, and secure a title to certain lands therein named, unless the money was paid. That after doing, and having this business done, and receiving a very large fee, and after frequently counselling and telling others that the title was good—he found out, or supposed that he had discovered (or perhaps knew it from the first) that the court had not jurisdiction of the case—and that then he took advantage of this, his *own act*, and brought up another claim, founded on the same grants to this very land—and endeavored to convert the whole of it to his own use, and his associates. And let it be distinctly understood, that if General Jackson had done the business correctly in the first instance, in the foreclosure of the mortgage, there never would have been any foundation for this second claim pretended to be brought from the heirs of David Allison; and if so, will it not be manifest that General Jackson took advantage of his own wrong, to ruin those who had placed confidence in him?

That David Allison, before the year 1800, gave a mortgage deed to Norton Pryor for 35,000 acres of land on Duck River, to secure the payment of \$31,000, with interest, will not be denied; therefore the first document to which I shall refer is the articles of agreement entered into, between Norton Pryor of Philadelphia, and Joseph Anderson of Tennessee, bearing date the 9th May, 1800, and witnessed by W. C. C. Claiborne and William Massey. This instrument gives Joseph Anderson power, as attorney, to file a bill in Chancery for the purpose of foreclosing the equity of redemption, in and upon the said mortgage. "It is therefore hereby agreed, by and between the said parties, that in case the land so mortgaged as aforesaid, shall, by virtue of a decree in Chancery, be exposed to sale, that then and in that case, the said Anderson shall purchase the said land for the use and mutual benefit of the said Norton Pryor, and said Joseph Anderson and their heirs." There are other considerations in the agreement, which I need not mention.

On the 2d day of October, in the year 1800, General Jackson and Joseph Anderson entered into an agreement relative to this same mortgage and lands—from which the following is an extract:—Whereas, Joseph Anderson hath made a special agreement with Norton Pryor of the city of Philadelphia, to cause to be foreclosed the equity of redemption upon a mortgage which the said N. Pryor has upon sundry tracts of land, which were the property of David Allison, amounting to eighty-five thousand acres, lying upon Duck River, in the state of Tennessee. "Now this article witnesseth, that the said Joseph Anderson doth agree to let the said A. Jackson have the one fourth part of the said one half of the eighty-five thousand acres, upon the terms and conditions which the said Joseph Anderson is to have it from the said Norton Pryor." Upon the same day General Jackson received sundry title papers from Joseph Anderson, and gave his receipt therefor, of which the following is the closing sentence:—which I acknowledge to have received for the purpose of placing into the hands of Council to have a mortgage foreclosed given to Norton Pryor by David Allison on the above mentioned land, which I promise to do, or cause to be done.

(Signed) ANDREW JACKSON.

Agreeably to the foregoing agreement, and promise, the bill in equity was filed, and proceedings regularly had thereon between Norton Pryor,

Complainant,

vs. John Allison, Will. Allison, Alexander Allison, Peggy Allison, Sally Allison, Isabella Allison, and Jane Allison, heirs and devisees of David Allison, dec'd—Defendants.

The decree was entered upon by Harry Innes and John McNairy, Esqs. two of the Judges of the Court of United States for the District of West Tennessee, at October term, being the 21st day of October 1801. In which decree it is set forth, that "in consideration of the mortgage deed and note herewith filed, it is decreed and ordered, that unless the said defendants do, on or before the 28th January next, pay unto the complainant the sum of twenty-one thousand eight hundred dollars, with interest," &c. "the said defendants and their heirs, and all other persons claiming by, from or under them, shall be thenceforth barred and foreclosed, of and from all right of equity of redemption." The decree then specifically mentions seventeen grants of 5000 acres each, in all 35,000 acres—and then goes on to direct the marshal, that in case of failure in the defendants to pay the debt, interest and cost, "after giving sixty days previous notice thereof in the Tennessee Gazette, to make sale of the before mentioned tract or tracts of land, containing in the whole 35,000 acres, in the town of Nashville, at the Court House, at public auction, for ready money," &c.

I have not at hand the return of the Marshal's sale in obedience to the before recited decree; but reference to that return will prove my former statement on this point correct. The following extract of a letter from General Jackson to Joseph Anderson, dated 25th May, 1802, will also prove it—"The conveyance to Norton Pryor shall be made by the Marshal agreeable to the numbers in his letter mentioned. Number 35 agreeable to your letter, and number 34 that adjoints it. I shall have conveyed to me and my order. The balance to yourself, and when we meet we shall accommodate the balance due me." "The land sold for fifteen hundred and fifty dollars—The above and within is a rough statement of the business relative to the land sold under the decree of Norton Pryor in conformity with our agreement.

(Signed) ANDREW JACKSON.

If the foregoing recapitulation, ended the history of this unpleasant transaction, my pen never would have been employed to tell it to the world. But when I feel conscious that scenes of *iniquity* followed, in which General Jackson bore a conspicuous part; and when I see thousands of my fellow citizens bowing down, and proclaiming him a fit person to preside over these *United States*—ought I to remain silent? Every feeling of patriotism says, No.

Before proceeding any farther, I ask, if there is any candid or honest man who will say that General Jackson could voluntarily, and honestly, place himself in a situation to exert all his energy and influence, to do away the effect of the foregoing decree and sale, to the prejudice of Pryor and Anderson, and those who had bought under them; especially when he had advised such purchases? Or will any person say, that a Lawyer and Agent is under no moral obligation to his employer, or client—but in justice may appropriate all the proceeds of the matter in controversy to his own use? Surely not. Was not General Jackson the Agent and Attorney of Pryor and Anderson? I answer emphatically, yes.—Then why was our Court Docket crowded with suits in the General's name to upset their claim?

About the years 1806-7 and 8, Alexander Outlaw, the father-in-law of Judge Anderson, and James Patton and Andrew Erwin became largely interested in these lands—the former by purchase from Pryor and Anderson; Colonel Erwin, one of these individuals, before his purchase, had consulted Jenkin Whiteside, as well as General Jackson, in reference to the titles, and was assured by both that it was good. I am aware that this fact has been controverted by Mr. Whiteside as to himself, but with what truth I think we shall see in the sequel. It was also about this time that many other individuals consulted both General Jackson and Jenkin Whiteside about the title to these lands, but before I introduce their testimony, I think it proper to show why it became necessary for them to refer to these consultations.

In the year 1812, after the innocent purchasers had been in possession of the lands for five or six years; and after the land had become four-fold more valuable, General Jackson pretended that he had discovered that no legal process could run to sell lands not relinquished by the Indians; or when neither of the parties lived in the state—although such lands might have been granted, and within the chartered limits of a state. Such was the situation of the lands above described. In the month of August 1812, we find the General in the state of Georgia, wheedling the heirs of David Allison out of these same lands. "The Deed of purchase by General Jackson from those heirs, bears date 3d August 1812. And as a consideration it is stated, 'That said David Allison was largely indebted to said A. Jackson in his life time, and died so indebted; and of the sum of five hundred dollars to them in hand paid

by the said A. Jackson, at or before the sealing and delivery of these presents,' "do bargain, sell, assign, transfer and set over, unto said A. Jackson all their right, title, claim and interest, either in law or equity, in and to all lands, tenements and hereditaments or other estate whatsoever within the limits of the said State of Tennessee, which were held or claimed by said David Allison, either by grants, entries, or conveyances of any kind, or in any other manner whatsoever, and all Equities of Redemption, or other equitable claims for land, or any interest in, or proceeding from lands, tenements or hereditaments, and also to sell all land warrants and certificates for lost lands, or lands that cannot be identified," &c. signed by all the heirs of David Allison.

Did any person ever read such sweeping clauses, and such caution to keep out of view the real quantity of land, and other claims said to be held by the deceased, in any other Deed? And all for the pitiful sum of \$500, (and it is stated by one of the heirs that even that sum was never paid) besides some stale old nameless debts.

The ground work of the "fraud" is now laid, behold the superstructure. Soon after this time the General was called to command a detachment of men from Tennessee "for the defence of the lower country;" and it is presumed that having now buckled on his Military Armour, he could not attend in person to this weighty matter. Or perhaps his own legal talents were not sufficient to carry him through such a suit—nor was his purse strong enough to pay the money called for in this "Equity of Redemption." Be this as it may, on the 9th day of January, 1813, after the troops were organized and in camps near Nashville, and only a few days before the General sailed to Natchez—a partnership was formed between himself and James Jackson, a very wealthy merchant, and the before mentioned Jenkin Whiteside, who was said to be the greatest land lawyer in the state, by which agreement and partnership, the General let each of them into an equal share of his purchase from the heirs of David Allison. The special part to be acted by Mr. Whiteside as declared in the agreement, was to "commence and prosecute all suits and actions either at law or in equity, that may be requisite for the recovery or security of said lands," &c. After stating the duty to be performed by each partner, and the obligation they were under to each other, the instrument goes on to say, that "said A. Jackson further covenants, &c. to and with the said James Jackson, and Jenkin Whiteside, that he will convey one equal third part of all the lands, land warrants and other property so assigned to him, that may be secured, recovered or redeemed, to said J. Jackson, his heirs, &c. and one other equal third part of all said lands, land warrants, &c. to said Jenkin Whiteside," &c. The articles of agreement from which the foregoing extracts are taken, were signed by the confederates on the 9th January, 1813—and witnessed by E. S. Hall and S. Centrell, jr.—registered in the Register's Office, Davidson Co. Book 1—page 395.

We have now seen formed, and ready to burst on the defenceless heads of more than one hundred innocent purchasers, a powerful combination of influence, wealth and talent; and all of these purchasers were brought into this dilemma by the previous act of General Jackson himself. How fearful was the odds, and how appalling to the fathers of families, many hearts in Tennessee can testify; and perhaps some of these victims were then marching to the defence of their country. I have said that this dilemma was brought upon the innocent purchasers, by the previous act of General Jackson himself. In saying this I do not positively assert that the General committed an intentional fraud in the first instance, when the equity of redemption was foreclosed; but I do say, that the effect was the same as if he had—because he had been relied on, and had pronounced the business well done. Neither do I say that all the purchasers consulted General Jackson before they bought of this land; but it is a fact that some of the most prominent persons had consulted him, and no doubt communicated the information to others.

Reader, suppose you were to employ a lawyer, and pay him a very large fee, to bring suit for the recovery of a tract of land. The business progressed and judgment finally rendered in your favour—your lawyer then told you that the title was good, and that you might settle on it, or sell and make warranty deeds. You are not acquainted with the technical niceties of the law, and put faith and credit in the honor and judgment of your counsel. You settle on the land yourself, and sell part to others; after years of labour and toil, in which time the land has become ten times more valuable, your lawyer then thinks he has discovered that the business was at first wrong done—goes to your former adversary (without apprising you of the facts) and buys up the claim that he had once defeated—comes back and brings suit against you, and those to whom you had sold—Would you think he was an honest man? Or would you think he was a fit person to be President of these United States? Such you will discover was the conduct of General Jackson.

I acknowledge that I am not prepared to give a correct history of the first acts of this combination, but it will be sufficient to state,

that in the year 1813, they commenced some kind of suit, for the recovery of this land—and soon found out that they had taken a wrong start; for in July, 1814, they commenced the business *de novo*, and filed bills in Equity in the name of A. Jackson, against every known settler on the land (except one.) The following extracts are taken from one of those Bills, to wit:

"Your orator, Andrew Jackson, of Davidson county, in said circuit, respectfully represents to your honors, that on the 27th day of June, 1793, 85,000 acres of land lying in what was the Territory South of the River Ohio, now state of Tennessee, on the three forks of Duck River, in what is now Bedford County, was granted by the state of North Carolina to John Gray Blount and Thomas Blount, by seventeen patents for 3,000 acres each, bearing date the same day and year, which patents describe the respective tracts as follows: Then is added a complete description of the land—afterwards the orator proceeds: "And the same John Gray Blount and Thomas Blount afterwards, on the 9th day of October, 1794, sold and by indenture of bargain and sale, conveyed said 85,000 acres of land to David Allison, then of the city of Philadelphia—your orator further shows, that said David Allison afterwards, on the first day, 1795, being indebted to one Norton Pryor of the said city in the sum of \$21,500, gave his note of that date, to said Pryor for the payment of said sum, 90 days after date; and the better to secure the payment of said sum said David Allison by indenture of bargain and sale, bearing date the same day and year, bargained, sold and conveyed to said Pryor, his heirs and assigns, in fee, said 35,000 acres, so granted to said J. G. Blount and T. Blount." We have already seen this orator engaged in foreclosing the Equity of redemption on the above Mortgage deed, for Norton Pryor—now he is swearing for himself. But the Bill also says—"Your orator further represents, that by some agreement or assignment from said Norton Pryor to Joseph Anderson, Esq. of Jefferson County, Tennessee, said Anderson set up a claim to a part of said 85,000 acres of land included in patents number 213, 222, 230, and parts of said four tracts are now claimed by William Finch" &c. And is it General Jackson who intimates that the claim of Judge Anderson is a mystery to him? How could this man over charge "bargain and corruption" on Mr. Clay, when he is so deeply involved himself?

We will now attend to the answers of part of the defendants to Gen. Jackson's bills in Equity, and see what they say on this matter. Andrew Erwin, one of the late firm of Patton and Erwin, after stating at large the nature of his title as derived from Norton Pryor and Judge Anderson, represents, "that while the defendant, A. Erwin, was in Tennessee acting as the agent of Norton Pryor, and before the said lands were conveyed to these Defendants, or said purchase made—he was informed and advised by Jenkin Whiteside, Esq. that he believed the title of the said Norton Pryor a good title to the land acquired as aforesaid under said mortgage, decree and sale. And at or about the same time he was informed by complt. A. Jackson, that he considered the said title in N. Pryor as good a title as any in the state—said Jackson informed him at that time, that he had heard of John G. Blount having some equitable claim from the heirs of said David Allison for the whole of said 85,000 acres, but that he claimed a part under a similar title to that of Pryor; that he had sold and made general warranty deeds, and would continue to sell the balance which he owned in the same manner—And that said Jackson then informed him that the mortgage had been obsolete for more than seven years, which would bar an equity of redemption, and that the statute of limitations would be a bar, that no writ of error could be then brought to reverse the Decree—and that there was no danger of Norton Pryor's title. And the said Jackson then encouraged this respondent to purchase the said lands from said Pryor, and after I did purchase continued to assert his confidence. Whereupon this respondent, A. Erwin, for himself and Jas. Patton, contracted for the same as above set forth, and obtained said deed therefor."

The following is extracted from the answer of Stephen Booth, one of the Defendants: "Some time in the year 1809 this Defendant went to the residence of Complainant in Davidson county, to purchase from him a part of one of the tracts of land which he had bought at the Marshall's sale, alluded to in the answer of Patton and Erwin. That part Complainant had promised to convey to a female relation, who would not consent for it to be sold to Defendant on his arrival there. Complainant seemed much irritated at her refusal to sell, as he had before promised it to Defendant, and proposed to the latter to let him have part of the same tract where one Coffee lived—Defendant said he would look at that land, but it was probable he would not like; it that he had been offered some land which pleased him very well by Alex. Outlaw, claiming under Anderson, but that he had been afraid to purchase it, as he had heard that Outlaw was insolvent, and there were fears with some, respecting the title; that he wished Complainant would inform him whether he could be

safe in buying that land. Complainant answered that he would be perfectly safe in purchasing it; that Outlaw's or Anderson's title was as good as any in the state, that there was no doubt of the title. This expression, or the same in substance, was several times repeated and sworn to by Complainant. He said that the business had been conducted by him, that he had the management of the foreclosure of the Equity of Redemption, and that he knew it was correctly done." "He went home, endeavored to purchase from Outlaw, and failing in that, afterwards purchased said six hundred and twenty-two acres, from said Patton and Erwin."

"State of Tennessee, Bedford county." Agreeably to a bill filed in the fourth Circuit, Andrew Jackson vs. John Whitehead and others: John Whitehead doth solemnly swear, that in April or May 1806, I met with Gen. Andrew Jackson and asked him whether he knew the title to the land on Duck River, claimed formerly by John G. and Thomas Blount, but then owned by Alexander Outlaw from a title derived from Joseph Anderson, was a good one; upon which he was answered by the said A. Jackson that it was as good a one as any in the state, and if that claim would not hold, none in the state would. And upon the faith of the representation of the said A. Jackson, that the title was a good one, I purchased four hundred acres of Alexander Outlaw, sometime in April or May of the same year, a few days after the conversation with the said A. Jackson (but that I have since lost 100 acres of it by a claim of T. Dixons) and that I have had peaceable possession of said land, ever since—And after I had purchased the above named land, the said A. Jackson was at my house where he gave me the assurances of the goodness of the title to said land.

(Signed) JOHN WHITEHEAD.

Sworn and subscribed before us this 11th Sept. 1819.

NOBLE L. MAJORS, J. R.  
JOHN SCOTT, J. R.

"State of Tennessee, Bedford county." This 17th day of April, 1823, personally appeared before me, M. D. Mitchell, a justice of the peace for said county, Henry Conway, and made oath that either in the year 1806 or 7, he called on Jenkin Whiteside at Nashville, and enquired of him, as to Col. Alexander Outlaw's title to the land granted to John G. and Thomas Blount, about the three forks of Duck River—which Outlaw held under Joseph Anderson, who held under the Marshall's Sale on the foreclosure of Norton Pryor's Mortgage, under the Decree of the Federal Court, some years previous to that time. Said Jenkin assured him that Outlaw's title was perfectly safe, as good as any in the State, and he believed one of the best in the State; and as a proof of his opinion, he said he had made himself largely interested in part of said claims, having bought 2,500 acres of it. In consequence of which advice, I did purchase 1,250 acres from Outlaw, at two dollars per acre or thereabouts; which was then a fair price for good titles. After I had bought, I think in the year 1808 or 9, I rode in company with Gen. Jackson and the late Col. Ben. Bradford, from Jefferson to near Bennet Smith's, and on the way Gen. Jackson stated that the title under the Marshall's Sale to Anderson, Pryor and himself, were as safe as any titles in the State, and it was impossible it could ever be set aside.

H. CONWAY, J.  
Sworn to and subscribed before me,  
M. D. MITCHELL, J. R.

George Strong, another Defendant, corroborates the statement of Booth and Whitehead and Benjamin Bradford and Wm. Negville corroborate the oaths of Col. A. Erwin and H. Conway, and if it becomes necessary their statements on oath can be produced. I will now add an extract from the certificate of Alexander Allison, one of the heirs of David Allison, relative to the General's purchase.

"Georgia, Green county." I certify, that in the year 1812 I was informed by my brother Wm. Allison, that my deceased brother David Allison had left considerable lands in Tennessee, which might possibly be recovered, and that Gen. Andrew Jackson of Tennessee had offered to procure and recover said lands upon being let into an interest in the same, equally with myself and brothers; and that in order to do this it was necessary for me with my brothers to sign an instrument in writing to Gen. J., operating as I then thought as a power of Attorney, authorizing him to transact the business. It was my understanding at that time, that Gen. J. was to do the business, and on the final settlement of it, that Gen. J. was to come in for an equal interest with me, and my brothers in the land secured. "Under this impression I put my name to the instrument with my brothers. At the time of doing so I was not informed by my brother William, or any other person, that my brother David had died in debt to Gen. J. in any sums whatsoever—neither did I then know, nor for a long time afterwards, that my brother David in his life time had mortgaged the lands in Tennessee to Norton Pryor, or that such lands had been foreclosed, or the lands sold.—Nor did I then understand or know, that my brother David Allison had made a Will disposing of his property.—I further state, that I never received