

B.A. 26<sup>th</sup> May 1839

Mess<sup>rs</sup> Lin<sup>ns</sup> Francis & Co. B.A.



Gen<sup>l</sup> Herrera

When I received from Mr Andrew Ham-  
mond, whom you represent, the loan of  
Dollars, and for security of the same I engaged  
an Estate in this neighbourhood, I fully expected  
to ~~see~~ <sup>redeem</sup> it at the stipulated time, but  
unforeseen events have <sup>withheld</sup> ~~prevented~~ it im-  
possibly, <sup>which</sup> I shall explain <sup>below</sup> ~~in order~~  
that you may have the good will to communicate the  
same to Mr Hammond, <sup>It will be a great</sup>  
~~satisfaction to you~~ <sup>to circulate yourself</sup>

of the facts which I state above as the cause  
of non fulfillment of my engagement towards  
said gentleman, <sup>which</sup> ~~which~~ you can easily see  
being on the spot yourself. <sup>I will</sup> ~~I will~~ <sup>be</sup> ~~be <sup>at</sup> ~~at <sup>the</sup> ~~the <sup>same</sup> ~~same  
Mr Hammond and <sup>me</sup> ~~me~~ <sup>in</sup> ~~in <sup>service</sup> ~~service <sup>of</sup> ~~of <sup>him</sup> ~~him~~  
The facts which I allege are the following: 1<sup>st</sup> The Estate which I had mortgaged, was valued  
in 1819 at upward of 16000 silver Dollars.~~~~~~~~~~~~~~

2<sup>o</sup> When I mortgaged it to Mr H. the estate had  
~~retained~~ <sup>suffered</sup> no detriment not only not received any detri-  
ment but had been somewhat improved.

3<sup>o</sup> It was known to you, that Mr Chr Kaufmann  
had a first mortgage of 3554 Spanish Dollars  
upon the same Estate.

4<sup>o</sup> When the mortgage fell due, all landed property  
had fallen in value exceedingly.

5<sup>o</sup> I <sup>then</sup> ~~then~~ <sup>endeavoured</sup> ~~endeavoured~~ to effect obtain new loans  
to <sup>redeem</sup> ~~redeem~~ the former, but could not

6<sup>th</sup> I requested Mr George MacComb, <sup>one of the</sup> powers of attorney  
of Mr Ch. Kauffmann, who was then or had been  
engaged as money broker, to procure me new loans  
on mortgage, which he could not obtain. ~~no note~~  
even for the 3554 \$ <sup>likewise</sup> ~~of the~~ <sup>of the</sup> ~~first~~ <sup>first</sup> mortgage. Mr Fisher <sup>Wagon</sup>

7<sup>th</sup> I then endeavoured to make a sale which might  
cover both mortgages, and I could not succeed.

8<sup>th</sup> ~~My~~ <sup>My</sup> only, or at least principal business  
was the establishment of a Colony at the Falk  
land Islands. This undertaking required all the  
capital which I could acquire, so much so that  
had I withdrawn from it ~~the~~ a sufficient sum to  
any fund whatever it would have gone to  
ruin, and ~~the~~ <sup>my other creditors,</sup> ~~friends~~ <sup>who had assisted me</sup>  
would have lost the only security they had.

9<sup>th</sup> Not being able to effect a sale that could cover  
both mortgages, nor to obtain new ones to  
redeem the former, I ~~contracted~~ <sup>represented to the agents of Mr C. K.</sup> Mr MacComb  
and Benjamin Kauffmann, son of Mr C. K.  
the whole colony, & begged <sup>them</sup> to have patience  
till I could pay them otherwise a tolerable  
sale might offer or untill I could pay them  
otherwise, to this they would not agree, and  
began embargoes the estate and ~~urged~~ <sup>urged</sup> the sale  
and ~~for~~ <sup>but</sup> entered a suit and ~~urged~~ <sup>urged</sup> the sale of it.

10<sup>th</sup> The law requires <sup>that before an estate is sold</sup> possession to a sale, <sup>correct</sup> that a valuation  
be made, and that it be not sold under  $\frac{2}{3}$  of such  
valuation. <sup>generally</sup> Purchasers are guided in their offers by the <sup>and</sup>  
<sup>of the valuation</sup>

11<sup>th</sup> Mr W. & MacComb <sup>performed</sup> on the suit in an illegal  
manner and afterward obtained a very low  
and incorrect valuation, omitting several valuable  
objects among others about 20 acres of good peach  
orchard.

12<sup>th</sup> I would not limit to such a sale.





These circumstances considered, Mr H. has lost  
 entirely the security upon the Mortgage w<sup>ch</sup> he  
 and all concerned could have expected, and comes  
 into the general mass of the Creditors; but, a  
 feeling of delicacy arising fr<sup>o</sup> the reflection  
 that Mr H. has led no share whatever in the  
 illegal proceedings of Mr Macome & Mr H.  
 and ought therefore in equity not to suffer, induce  
 me to give Mr H. such preferences as I may  
 have a right to give him, provided you sign  
 for him the agreement which I have entered  
 into with the majority of the creditors, I shall  
 in that case oblige myself, after having  
 paid his share of what I have to distribute  
 among the creditors, and such share ~~as shall be~~  
 sufficient to cover his mortgage and 6 p<sup>ts</sup> 6<sup>ths</sup> Interest  
 p<sup>er</sup> annum, then to pay him the balance out of  
 such property as has been reserved to me by virtue  
 of said agreement ~~and~~ or any other property which I may  
 have acquired, and be legally at my disposal, pro-  
 vided however that ~~such~~ <sup>as to be</sup> ~~payment~~ <sup>made</sup> ~~I may be~~  
~~in~~ such circumstances ~~and~~ <sup>as to be</sup> ~~such~~ <sup>made</sup> ~~(a payment without~~  
~~distressing or~~ <sup>distressing or</sup> involving myself ~~into~~ <sup>into</sup> ~~new~~ <sup>new</sup> difficulties.

~~The majority of my creditors have signed to  
 the agreement which I now present to your signature,  
 the minority ~~are~~ <sup>are</sup> ~~and~~ <sup>are</sup> ~~to~~ <sup>to</sup> ~~be~~ <sup>be</sup> ~~subject~~ <sup>subject</sup> ~~to~~ <sup>to</sup> ~~the~~ <sup>the</sup> ~~same~~ <sup>same</sup> ~~terms~~ <sup>terms</sup>  
 and the whole ~~is~~ <sup>is</sup> ~~virtually~~ <sup>virtually</sup> ~~concluded~~ <sup>concluded</sup> ~~therefore~~ <sup>therefore</sup>  
~~my~~ <sup>my</sup> ~~interest~~ <sup>interest</sup> ~~in~~ <sup>in</sup> ~~the~~ <sup>the</sup> ~~adventure~~ <sup>adventure</sup> ~~which~~ <sup>which</sup> ~~I~~ <sup>I</sup> ~~propose~~ <sup>propose</sup> ~~to~~ <sup>to</sup> ~~you~~ <sup>you</sup> ~~is~~ <sup>is</sup> ~~wholly~~ <sup>wholly</sup> ~~at~~ <sup>at</sup> ~~my~~ <sup>my</sup> ~~expense.~~ <sup>expense.</sup>~~

I hope ~~that~~ <sup>that</sup> the proposal which you will be convinced  
 that ~~is~~ <sup>is</sup> the proposal annexed to the feeling that I have  
 mentioned together with a desire  
 If my proposal ~~as~~ <sup>as</sup> I hope meets your  
 approval ~~it~~ <sup>it</sup> ~~will~~ <sup>will</sup> ~~be~~ <sup>be</sup> ~~gratefully~~ <sup>gratefully</sup> ~~received~~ <sup>received</sup>



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To Zimmerman, Lima

1834

1834

to Messrs. Zimmerman & Co. Valparaiso

On the subject of

Mr. Zimmerman's designs

*[The main body of the document is filled with dense, overlapping handwritten text in cursive script, which is largely illegible due to the extreme density and overlapping of the lines.]*