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Van Raalte Papers

3-4-1865

R. N. Goodsell Wrote Rev. Albertus C. Van Raalte About Some Business and Contract Matters

R. N. Goodsell

Mary Otterness

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The original documents are held in the Albertus C. Van Raalte Collection (M300) or the Dirk B.K. Van Raalte Collection (M301) in Heritage Hall, Hekman Library, Calvin University, Grand Rapids, MI. The Van Raalte material in Heritage Hall has since been reorganized.

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4 March 1865

Grand Haven, Michigan

R. N. Goodsell wrote Rev. Albertus C. Van Raalte about some business and contract matters.
John Roost is mentioned in the letter

In English; [needs to be transcribed for easier reading].

Original in the Van Raalte collection, no. 300, at Heritage Hall, Calvin College.

March 4th 1865
Grand Haven Mich

Rev A. C. VanRaalte
Dr Sir

I met Mr Roost in Mr Duncans office & upon consultation it was thought best to have the quit claim deed made running[?] to Some one not a partner in the Mill_

Mr Roost's Quit Claim to Derrick or you will not affect the Suit now pending the suit will go on_ I saw Mr Park's in regard to the Suit he has promised it shall be noticed for trial the present term - he understands how & for what purpose it is to be tried & will govern himself accordingly

Enclosed I send You a contract and the written opinion of Mr Grey, Atty at Grand Rapids,

The contract expresses no more than they ought to Sign & they can sign no less and give us anything for our money_

Under this contract they must procure us the title or buy back this contract, unless possibly[sic] they might get some act passed in the legislature to relieve them_ then we would get the land by paying the Harbor board under this contract_

Upon a thorough examination of the various acts passed in regard to this land, Mr Grey has full confidence that his opinion is correct - And I think You will come to the same conclusion upon an examination of all the acts in relation thereto

[page 2]

Mr Grey says we would not be liable for trespass in removing timber under a contract from the Harbor bord[sic] _ because the act very foolishly reads- "That every person not thereto lawfully authorized, who shall enter upon" &c"- It does not say unlawfully cut & remove timber, but the trespass is confined to the unlawful entering upon Said lands_ The board can legally authorize any one to enter upon said lands_ that power is granted to them for the purpose of ditching—

I also send You the Atty General's opinion ~~with~~ in answer to my letter. which was probably given without even looking at the act

The board is liable to You in a suit for the 200 \$ paid to them_ When they sign the contract they will (in the course of a week) find they cannot get a deed & have no right to sell and that they are liable for all damages including our expenses which now amount to 59 55/100 \$ cash paid out for house hire, Mr Putters services, expenses to See Atty General two weeks ago expenses to Gr Rapids Yesturday[sic] including 10 \$ Attorney fees paid Grey, &c - This course would make us all right & place Mr Post in a ridiculous position for not haveing[sic] discovered that they board could not contract to sell the land

I can contract to sell You a piece of land which I do not owe but then I am bound to procure that title for You according to that contract, or pay you Your damages. This is the Situation of the board & all we ask is to have it signed_ They cant sign any thing less than the terms of this contract if they did we would get nothing for our money_ This I think will give You a full understanding of the whole matter in all its points & I

have no fear but that with You will come out all right with them_ All of which is
respectfully submitted

Respectfully Yours

R N Goodsell

Transcribed by Mary Otterness
September 27, 2004

Cabot & Co
No 10, Jan 18

March 4th 1865

Grand Haven Mich

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