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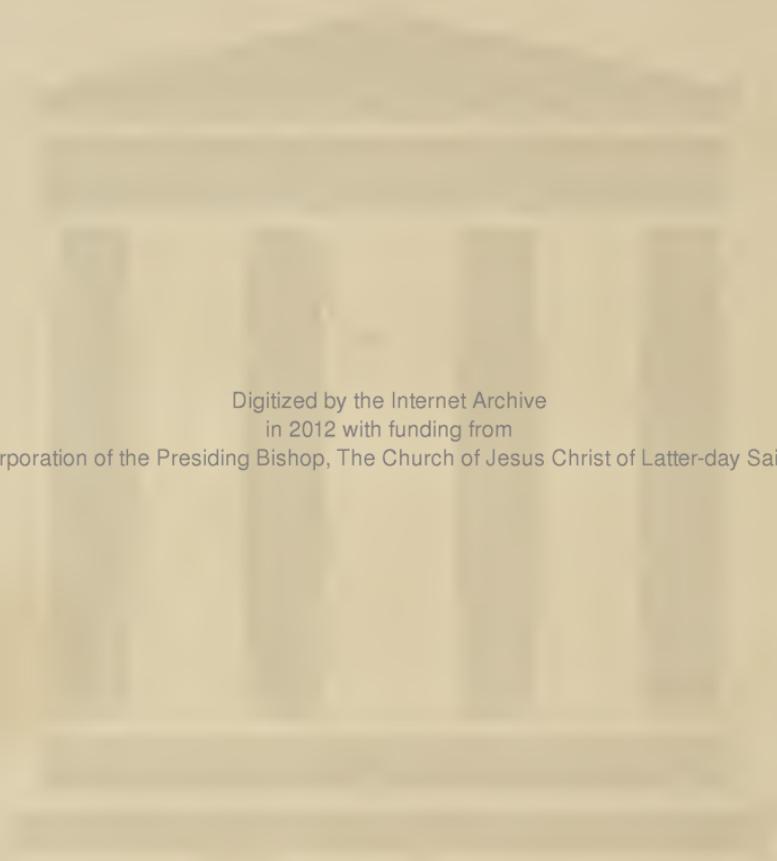
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STRICTURES,

ON

DR. I. GALLAND'S PAMPHLET,

ENTITLED,

“VILLAINY EXPOSED,”

WITH

SOME ACCOUNT OF HIS TRANSACTIONS IN LANDS

OF THE

SAC AND FOX RESERVATION, ETC.,

IN LEE COUNTY, IOWA.

BY D. W. KILBOURNE.

FORT MADISON:

PRINTED AT THE STATESMAN OFFICE.

.....

1850.

NOTE TO THE READER.

It may be proper to notify the reader, that Doct. I. Galland's transactions in the Half Breed lands, have in no way invalidated the genuine title, as established by the Decree of Partition, although the numerous persons, who have, in good faith, purchased of him, may have suffered considerable losses, as will doubtless be inferred from the statements which follow.

STRICTURES,

ON

I. GALLAND'S "VILLAINY EXPOSED:"

WITH A

HISTORY OF HIS EXTENSIVE OPERATIONS IN HALF BREED LANDS.

A brief statement of facts will suffice to set this pamphlet in its true light. Indeed to those who are acquainted with the history of the Sac and Fox Reservation, no expose of the pamphlet would seem necessary. And yet, as some readers of it may be unacquainted with the matter in question, an examination of a few of the many misrepresentations which it contains may disabuse the public mind, as well as defend the parties concerned, who are assailed with a degree of severity and an amount of vituperation, which ill becomes the writer to notice, since abuse and slang prove nothing.

But to proceed to a brief statement of facts in the case.

Dr. Galland says on page 3d, and 4th :

"It may be asked, why I have delayed for ten or twelve years the disclosures now made? I had instituted suit against Marsh, Lee & Delavan, several years since and had fondly indulged a hope, that the result of that suit would either release me from all further legal or moral obligations, as a trustee, to the innocent and unoffending beneficiaries who had reposed a personal confidence in my capacity and integrity in the protection of their rights; or otherwise place me in a situation to discharge those covenant duties, and moral obligations with successful fidelity.

"This hope has been disappointed; my papers have been purloined from the Clerk's office, and doubtless have long since been carefully examined in the City of New York, and the dexterity of their western agent greatly applauded."

The following are the facts. In 1844 or 5, if I mistake not, Galland filed a bill in chancery against Marsh, Lee & Delavan. The

bill was drawn mainly by himself, and in language and style very much like his pamphlet, with this exception, that it abused more persons—it seemed to be a missile against mankind generally.

The court at once referred it to a master (J. C. Hall, Esq., Galland's Attorney,) to strike out matters of scandal. I have understood that on examination of the bill by the master and after performing his duty, there was nothing left to return to the court. I believe that Mr. Hall will do me the justice to say, that he did not return the bill.*

On page 5th, the pamphlet reads :

“From the flood of Kilbourne titles to be found among his own family relations, and other tools and instruments of his fraud and deceptions which are withheld from the public records, together with the crowd of such pretended sales now upon record, I feel well assured that the selling power has long since been exhausted.”

THE FACTS.—All the purchases that my brother has ever made in Keokuk, or on the tract, of any part of the property allotted to Marsh, Lee & Delavan—have been effected by his negotiations with Marsh, Lee & Delavan direct, and not through me as an agent. I am not aware that any sales which I have made are withheld from public record. I think I shall be safe in saying, that any gentleman who will pay to Marsh, Lee & Delavan the amount of their investments in this tract, with interest, taxes, and costs &c., deducting what they have already received, can possess themselves of their entire interest. They have as yet received but a very small part of the monies invested.

I shall not attempt to review that part of the pamphlet reciting the authors transactions with Aiken & Little and other individuals.

The public have no interest in those matters. I may here say that Aiken & Little introduced Dr. Galland to the notice of Marsh, Lee & Delavan in 1836. They were entirely unacquainted with his character. On visiting Fort Desmoines, now Montrose, in the spring of 1837, with Messrs A. & L., I became acquainted with Dr. Galland and found that he had been transacting some business

* Since writing the above, Mr. Hall informed me, that the papers in question, are in possession of Mr. Rorer.

for Aiken & Little, who were then the agents of the Trustees. The Doctor to say the least amused me somewhat; but I was cautioned to beware of him by more than one of the officers of the Fort, who spoke of him in no very flattering terms. Suffice it to say, that during the year 1837, the gentlemen at the east concerned in these purchases lost all confidence in Galland.

He was at the outset named as one of the Trustees. He was to have an interest in the purchases made, but, to secure that interest, he was required to pay his proportion of purchase money, taxes, expenses &c, &c.—which he has totally failed to do, and has used his best endeavours, though feeble, to prejudice that interest of which he claims to own a part. The fourth article of association reads thus:

“It is hereby mutually agreed, by and between the parties hereto, that the purchase money, and the costs of improvements, taxes and assessments, which have been paid, or which at any time hereafter shall be paid by the said trustees, or any of them, or by any of the parties, hereto, or any other person interested in the avails of the said property, are to be charged upon the said property and repaid out OF THE FIRST PROCEEDS thereof: and the proceeds of said property already purchased, or hereafter to be purchased, under this agreement, and the proceeds of improvements made or to be made thereon, or any part thereof, with all the rents, income, and avails thereof howsoever arising or accruing, after paying all expenses, charges and disbursements for such improvements, taxes, and assessments, care and management, shall be first applied to the repayment of said purchase money, by whomsoever paid or advanced, with interest thereon; and to the extinguishment of any sum which shall remain due and unpaid to any person or persons on account thereof.”

I shall not insert in this paper all the documentary evidence I have touching all these points. It would make too voluminous a pamphlet. It is enough for Marsh, Lee & Delavan to know, that Dr. Galland has furnished no money—that his assertions that they are indebted to him a large amount are without any foundation in truth, as they are prepared to show any one interested in the matter.

But we return to the pamphlet and read on pages 19 and 20:

“On the 16th of Sept. 1837, Messrs. Lee, Aiken, Little and myself, being present at the office of the Des Moines Land Association in the town of Montrose, an attempt was made to settle the accounts of the company, a statement was made out by their clerk, D. W. Kilbourne and Henry S. Austin, in duplicate, in the following form to wit:

‘Dr. Aiken and Little, agents, Des Moines Land Co.,

‘In account with Isaac Galland.

‘Debit \$88,410 45.

Cr. \$76,900 00.’

“The duplicate in the hand writing of Kilbourne, I retained, while Mr. Lee carried with him to New York, the one made by Mr. Austin—to be filed in the office of the ‘Company’ in that city, as he said. On the debit side of this account there was no dispute, or hesitation about allowing every item as charged by me.”

THE FACTS.—I admit that Messrs. Lee, Aiken and Little were at Montrose in September, 1837, at which time Mr. Austin and myself were appointed in place of A. and L. agents. Mr. Austin and myself had no books of the “Company,” and there were none in what the Dr. calls “the office of the Des Moines Land Association.”

Mr. Austin had a law office there, and kept the Post Office in a room of one of the log buildings. No attempt was made to settle any accounts by the parties; nether Mr. Austin nor myself made out any accounts. There were no “Company” books or accounts there. Dr. Galland came into the office one day while Mr. Lee was there and presented him a paper, which he said was his account with Aiken and Little. Mr. Lee took the paper and put it into his pocket, and remarked that he knew nothing about it, or whether the Trustees had any thing to do with it, as it was his account with Aiken & Little, and a matter to be settled with them; but as he (Galland) requested he would take it on for him. Galland then said, that he had not entered all the items in his books, and that he would like to take a copy. Mr. Lee handed him the account, when Galland requested me to make a copy of it for him, which I did, and which copy he retained, and has ever since shown it as an account made out by me as agent of the Trustees from their books and showing a large balance due him. I repeat that I merely copied an account which Galland himself had made up and presented to Mr. Lee, an account between Aiken & Little, and himself.

The paper taken to New York by Mr. Lee is in the handwriting of Dr. Galland and not of Mr. Austin.

All the circumstances in relation to this account are very fresh in my memory, for the reason, that the Dr. commenced making this statement a short time after Mr. Lee left, and exhibited the paper or account copied by me as proof of their indebtedness to him, and has repeated it so often since, that, in the exercise of charity, I may say, that perhaps he believes he is telling the truth. But the account, I think shows for itself, that it was made up by Galland. Note where he speaks of Mr. Lee allowing "every item as CHARGED by *him*, except one."

This any accountant will at once see, would be a singular account to be made from the books of the Trustees, an account between Aiken & Little and Isaac Galland. And how came the item of commissions \$6,663 20, which he says Mr. Lee would not allow entered to his credit on the books of the "Company"?

The foregoing cases are deemed sufficient to show the true character of the pamphlet. It is filled with misrepresentations and slang against individuals and the courts of justice. The author argues at length against the decisions of the courts, and sets up his opinion in opposition to judicial decisions relative to matters in controversy, which are now the established laws of the land.

I will here add, that Marsh, Lee & Delavan are in no way indebted to Isaac Galland, and that they have never wronged him. If he has a large claim against them, and if it has been so long due, it is strange that he has not proven and collected it. It is well known that they are responsible; more than this, that they never attempted to avoid the payment of any honest and equitable claim against them. Galland has been, as he himself informed me, once or twice in New York city since 1840; but he never found it convenient to call on Marsh, Lee & Delavan and to present his claim. Why he avoided them, is best known to himself. I leave the reader to draw his own inference.

I shall not notice any thing personal contained in the pamphlet, relative to myself, believing I have nothing to fear from any thing

the author may say about me, unless he should speak in my praise, which I do not find that he has done.

I shall here, for the present, take leave of the pamphlet, and proceed to show some of the transactions of Dr. Galland, relative to Half Breed matters, during the time, in which he claims to be one of the owners and Trustees, so that the reader can judge with what "successful fidelity," and good faith, as a 'Trustee, he has protected the rights of those "innocent and unoffending beneficiaries, who reposed personal confidence in my (his) capacity and integrity," and the manner in which he has discharged those "COVENANT DUTIES and MORAL OBLIGATIONS," of which he speaks on page 4.

In the Iowa Territorial Gazette printed at Burlington, Vol. 2, No. 41, April 27, 1839, may be found the following :

" NOTICE.

"The partnership heretofore existing under articles of agreement dated New York city, October 22, 1836, between Joshua Aiken, of Peoria, Illinois; Samuel Marsh and William E. Lee, of the city of New York; Edward C. Delavan of the city of Albany, and Isaac Galland, of Commerce, Illinois, Trustees, is this day dissolved, so far as my connection with the same is concerned. And the public are hereby cautioned not to purchase, or take an assignment of a certain certificate for three shares, or three-forty-eighths of the capital stock in the above association, executed by me to Dr. Wm. Channing of the City of New York, as the said certificate was fraudulently obtained and will not be paid by me unless compelled by law.

" ISAAC GALLAND.
of Commerce Ill."

"JAN. 22nd, 1839.

Previous however to the date of the above, viz: on the 9th day of January, 1839, Galland conveyed to one Franklin Wileox for the consideration of \$21,000, all his pretended interest in the New York association—as may be found on record in Lee county in Deed Book No. 1, p. 434. In May and June Galland and wife sold and conveyed the following by warranty deeds—specifying in every deed the numbers of the land conveyed. Mr. Knight and Mr. Granger were elders in the Mormon church.

Galland and wife, to A. Tibbetts, May 17, 1839, Deed

Book 1, p. 316, 69 acres, for..... \$50 00

Brought forward,.....	\$50 00
Same to O. Granger, May 17, 1839, deed B. 1, p. 508 1998 acres, for.....	5,000 00
Same to O. Granger, May 29, 1839, deed B. 1, p. 509, 640 acres, for.....	1,600 00
Same to R. Gooch, May 24, 1839, deed B. 1, p. 501, 40 acres for.....	50 00
Same to R. Clark, May 13, 1839, deed B. 1, p. 481, 400 acres, for.....	750 00
Same to V. Knight, June 6, 1839, deed B. 2, p. 3 to 15 12,745 acres, for.....	32,342 22
Same to V. Knight, June 26 to 29, 4228 acres. for	10,636 00
Total	<u>\$ 50,428 22</u>

In the short space of two months he sold and conveyed 20,281 acres of land for the sum \$ 50,628 22!! Faithful Trustee, constantly discharging his duties, with "successful fidelity"!!!

After conveying all of the above lands this Trustee, with a view no doubt, to discharge "THOSE COVENANT DUTIES, AND MORAL OBLIGATIONS WITH SUCCESSFUL FIDELITY," of which he speaks, issued land scrip, payable in Half Breed land, to be sold at public vendue indiscriminately without reference even to the rights of those "innocent and unoffending beneficiaries," or the rights of any body else.

The following is a copy of one of these printed land scrips:

"HALF BREED LAND COMPANY.

\$100.

No. 132.

"This is to certify that Vinson Knight is owner of five shares of stock in the Half Breed Land Company, and on the surrender of this certificate, which will be received at par in payment of one hundred dollars, for lands in the Sac and Fox Half Breed Reservation, the said V. Knight or his assignee, will be entitled to receive a deed to this amount of said land, to be sold at public vendue within one year from the date hereof.

"Witness my hand and seal, MONTROSE, I. T., May 1st, 1839.
"ISAAC GALLAND, L. S."

What amount of this scrip he issued, or how much land he sold

at public vendue to redeem it, I have no means of knowing; but I hope he discharged in the transaction "those covenant duties, and moral obligations with successful fidelity"!!!

Mr. Catlin, the commissioner of Bankruptcy for Hancock county, Ill., informed me, that Joseph and Hiram Smith of Nauvoo assigned as a part of their assets in bankruptcy some 70 or \$ 80,000 of this land scrip—all issued by the Dr., no doubt, with "successful fidelity"!!!

Now after all this the Dr. constitutes one J. W. Hicks, his true and lawful Attorney, to sell the whole Half Breed tract, i. e., to assist him to discharge those, "moral obligations with successful fidelity."

As a curiosity, I here insert an exact copy of this instrument as it appears on record.

"Isaac Galland }
"To

John W. Hicks, } "Know all men by these presents that Isaac Galland, the undersigned constituent of the town of Keokuk, in Lee county, Iowa, Ty., being seized and possessed, and entitled both at law and in equity, of in and to a large estate in said county, lying between the rivers Mississippi and Des Moines, being the reservation of land which was reserved for the use of the Half Breeds belonging to the Sac and Fox tribes, or nations of Indians under a treaty made and concluded between the United States and said nations at Washington on the 4th day of August A. D. 1824, the reservation, title and interest in which said tract by an act of Congress to relinquish the same, was on the 30th day of June, A. D. 1834 vested in said nations of Indians, and being desirous to sell a large quantity of said lands, and town lots in the town of Keokuk, in said reservation, and reposing special trust and confidence in John W. Hicks of the county aforesaid, for the purpose of selling and contracting for the sale of and disposition of MY SAID REAL ESTATE, in said reservation, amounting in all to about ONE HUNDRED AND NINETEEN THOUSAND acres of land, and for divers other good and sufficient causes and considerations me herunto moving, do hereby make, ordain, constitute, nominate and appoint said John W. Hicks, my true and lawful agent and Attorney in fact for me and in my name and for the use set forth in an article of agreement bearing even date herewith, between the said Hicks, others and myself, to sell, contract, convey and dispose of said land and said lots in said town of Keokuk, for such

price or prices, on such terms and conditions and to such person or persons as my said agent and Attorney in fact may deem for the advantage and interest of the said constituent, hereby certifying and confirming for good and effectual all singular, whatsoever my said Attorney may lawfully do, execute and perform, in the premises by virtue hereof, binding myself, my heirs, executors, administrators and assigns, firmly, jointly, and severally to consummate, make good and carry out all said bargains, contracts and agreements that my said agent and attorney in fact, may lawfully make in pursuance hereof, hereby ordaining, constituting this letter of Attorney irrevocable. In testimony whereof I have hereunto set my hand and seal, at said county of Lee, this sixth day of June, in the year of our Lord one thousand eight hundred and forty.

"In presence of

"ISAAC GALLAND, L. S."

"ROBERT E. MOTT,

"C. T. WARNER.

Recorded in Deed Book No. 2, pages 233 and 234.

He and his Attorney Hicks, made extensive sales in 1840-'41 and 2, and many a purchaser from Illinois and other parts of the country, when they came to take possession of the land they had purchased and paid for, found it improved and occupied. The settlers on the tract became excited against Galland, as he threatened to sell their farms and eject them. He had asserted publicly that he owned nine-tenths of all the tract. The settlers finally called a meeting, when others, with myself, at that meeting fully exposed his position and operations, which stopped his sales. A number of gentlemen who had just before purchased, (some of whom were at the meeting,) found that they had been deceived and swindled. But they soon learned that there was no hope of pecuniary redress for them.

Here observe the Doctor's own language, on page 46. It is appropriate :

"I say that under such aggravated circumstances, after resorting in vain, to every other means for protection and relief, if the injured parties should assume their rights which the laws of nature and of nature's God entitle them, by providing new guards for their future security, we shall not be disappointed."

It is quite possible that his Attorney Hicks, yet continues to sell

under this "irrevocable" power of attorney, with "SUCCESSFUL FIDELITY."

I will now proceed to give a further account of sales and conveyances of Half Breed Lands, made by Isaac Galland, in the order in which they appear upon record:

Galland and wife, to O. H. Carter, Deed Book 2, page 238	
N. E. 5, 65 N. Range 5; consideration,.....	\$640
Same to R. Shortly, Bk. 2, p. 237, S. W. 27, 65, 5, consid.	370
Same to Lucy Gaines, B. 2 p. 240, N hf frac 13, 65, 5, and	
Lots 1 and 2, Block 5, in Keokuk, consideration,....	4,000
Same to R. B. Hughes, Bd. 5, p. 241, S. hf 35, 65, 5, con.	500
Same to A. Henderson, of Pa., B. 2, p. 261, sec, 9, 65, 5,	
640 acres and Lots 10, 11, and 12, Block 6, Keokuk, .	4,040
Same to B. W. Holliday, Ill., B. 2, p. 262 N. E. 23, and S.	
E. 14, 65, 5, and Lots 6, 7, 8, and 9, Block 6, Keokuk,	2,300
Same to C. Swallow, Ill., B. 2, p. 263, S. E. 32, and the W.	
hf S. E. 23, 66, 5, consideration,.....	2,000
Same to L. Wiggins, Ill., B. 2, p. 265, S. hf 12, 65, 6, con.	640
Same to Tobias Holliday, Ill., B. 2, p. 266, sec. 16, 67, 5,	
640 acres, and N. W. 15, 67, 5, 160 acres, consid....	3,000
Same to J. Peter, Ill., B. p, 267, S. hf 4 and S. hf 5, and	
N. hf 32 and 33, 66, 5, 1280 acres, consideration,....	4,200
Same to A. Burren, Ill., B. 2, p. 268, S. W. and S. E. 15,	
N. W. 22, and N. E. 20, 67, 5,	2,000
Same to Charles Ely, B. 2, p. 270, S. E. 20, 65, 5,.....	480
Same to John Hillis, B. 2 p. 265, Lots 3 and 4, in Block 6,	
and Lots 10, 11, and 12, Block 5, in Keokuk, consid.	5,000
Same to J. Hillis, B. 2, p. 293, S. hf 29, 65, 5, 320 acres,	960
Same to Ethan Kimball, Vermont, 1841, B. 2, p. 297, sec.	
22, S. E. 27, and N. W. 28, 66, 5, 960 acres, consid.	2,160
Same to S. S. Rochester, Ill., B. 2, p. 311, Lots 7, 8, 9,	
and 10, Block 12, Keokuk, consideration,.....	800
Same to Glover Short, Ill., B. 2, p. 312, N. W. 24 and N.	
W. 5, 65, 5, consideration,.....	800
Carried forward,.....	<u>\$33,890</u>

Brought forward,.....	\$33,890
Same to Pulaski Cahoon, Ill., B. 2, p. 315, S. W. 14, 65, 5,	1,000
Same to J. Thomas, Columbia co., Pa., B. 2, p. 320, Lot 9 Block 3, in Keokuk, consideration,.....	3,000
Same to R. B. Hughes, Power of Attorney to sell lands and lots at Keokuk, B. 2, p. 328.	
Same to N. Pinekham, B. 2, p. 329, Lot 8, Block 4, Keokuk	500
Same to Philip R. Cook, B. 2, p. 349, N. E. 17, and S. E. 1, 67, 5, consideration,.....	500
Same to Brishnell's children, Lots 5, and 6, in Block 1, K.	800
Same to ——— B. 2 p. 424, S. W. 33, 67, 7,.....	100
Same to R. E. Mott, S. W. 28, 65, 5,.....	690
Same to Hiram Smith, Nauvoo, B. 2, p. 465, E. hf 27, 65, 5,	800
Same to W. Aldrich, 1841. B. 2, p. 514, S. E. 26, 65, 5,.	350
Same to J. G. Perkins, infant son of W. and M. Perkins, formerly M. Galland, 1839, B. 2, p. 527, in considera- tion of affection and friendship, E. hf S. W. 33, 67, 7,	
Same to M. Randall, 1841, B. 2 p. 596, Lots 3 and 4, in B. 184, in the town plat of <i>Zaryhemly!!</i> [a town near Montrose, laid out by a revelation of Joseph Smith],..	200
Same to Collins & Munn, St Louis, Mo. April, 1841, B. 2, p. 635, sec. 20, 29, and 32, 65, 4 and 5 W.; also W. hf sec. 26, 67 N. 4 and 5 W., also Lots 5 and 6, Bl. 3, K.	20,000
Same to Collins & Munn, April, 1841, B. 2 p. 636, sec. 17, 65, 4 and 5 W. and sec. 27, 67, 4 and 5 W.,.....	10,000
Same to Tause & Wright, Feb., 1841, B. 2 p. 663, Lot 4, Block 5, Keokuk, N. W. 25, and E. hf S. E. 26, 65, 5, 240 acres, consideration,.....	2,000
Same to Stephen Field, Sept., 1840, B. 2, p. 727, Lot 7, Block 4, in Keokuk,.....	500
Same to James McMurray, June 9, 1839, B. 3, p. 82, W. half 25, 66 N. 5 W.,.....	300
Same to F. G. Williams, Feb. 10, 1841, B. 3, p. 94 N. W. 3 and N. W. 10, 65, 5, 320 acres,.....	600
Carried forward,.....	\$ 75,300

Brought forward,.....	\$75,300
Same to Anthony Ivins, Monmouth co., N. J., July 19, 1841, B. 3, p. 175, the entire portion of James Muir, a Half Breed; [Mr. Ivins told me that he paid the Doctor the money down,].....	3,000
Same to James Ivins, 1841, B. 3, p. 177, the entire portion of Thomas Jefferson Connelly, a Half Breed,.....	2,000
Total,.....	<u>\$80,300</u>

The above shows a further amount of sales made by Galland conveying upwards of 12,500 acres of land; most of it, the best on the tract; together with 27 lots in Keokuk, which include some of the best lots there; also several Half Breed shares, for the enormous sum of upwards of \$80,000. In all this, I suppose, he is protecting the rights of those "*innocent and unoffending beneficiaries, and discharging those covenant duties, and moral obligations with successful fidelity*" !!!

With but few exceptions, all the deeds conveying the above property contain the following covenants :

"To have and to hold the said premises, with all the appurtenances," &c. "And the said parties of the first part covenant with the party of the second part, his heirs and assigns, that they are lawfully seized in fee of the said premises, and have a good right to convey the same; that they are free from all incumbrances, and that for the consideration above named, the title thereof to the said party of the second part, his heirs and assigns against all lawful claims whatsoever, will forever warrant and defend.

Signed, "ISAAC GALLAND, L. S.
"ELIZABETH GALLAND, L. S."

How is it possible that any man could carry on such extensive operations for so many years, to the injury of so many persons, and escape justice, is unaccountable?

But, as applicable to the above, I quote from Galland's pamphlet, page 4 :

"The following details are intended as a caution to the public, that strangers may be guarded against these covinous intrigues; and to expose a series of deep-laid plans for extensive frauds, which

under the circumstances heretofore existing, it has been thought proper to withhold from the public.

"It will scarcely be denied that defective and worthless titles to real property, are among the greatest misfortunes met with in civilized society. Millions of money are annually expended in losses and litigations, connected therewith, and thousands of families have been reduced to poverty and want, by hasty and inconsiderate purchases of real property.

"These examples should admonish all concerned in such purchases to careful inquiry, and the use of diligence in matters of such absorbing importance."

The above admonition comes entirely too late, to save many an honest man from his impositions.

But I proceed to follow Doctor Galland in the discharge of his "*covenant duties*."

In January, 1842, as appears upon record, Deed Book 3, page 178, Galland conveys to one Jacob G. Remick, of St. Louis, Mo., for the consideration of Fifty Thousand Dollars, all his pretended interest held by Marsh, Lee & Delavan, and all his interest in the Half Breed Sac and Fox Reservation, in Lee county, Iowa, thereby discharging, no doubt, his "*moral obligations with successful fidelity*."

Amount of above consideration carried out,.....	\$50,000
Same to A. Chaffin, Jan., 1842, B. 3, p. 168, one-fourth of a Half Breed share, consideration,.....	1.000
Same to M. Loras, Nov. 17, 1843, B. 4, p. 352, Lots 5 and 6, Block 12, in Keokuk,.....	
Same to C. Dillon, Jan. 10, 1845, B. 6, p. 8, S. E. frac. 36, 66 North 5 West,.....	80
Same to James Brierly, March. 1846, B. 6, p. 402, S. E. hf of S. E. qr 24, 66, 5, (his interest),.....	10
Same to J. C. Barney, March 28, 1846, B. 6, p. 403, S. W. 13, 65, 5, (his interest),.....	10
Same to J. Crawford, May, 1846, B. 6, p. 450, S. W. and S. E. 14, 65, 5, (his interest),.....	3
Carried forward,.....	\$51,103

Brought forward,.....	\$51,103
Same to J. C. Barney, June 1, 1846, B. 7, p. 183, S. E. qr of S. E. qr 14, 65, 5, (his interest,).....	5
Same to D. Carter, June 1, 1846, B. 7, p. 245, one-fourth of one or more Half Breed shares,.....	30
Same to E. L. Scott, June 2, 1846, B. 7, p. 317, N. W. of S. W. 22, 66, 5, (his interest,).....	
Same to Wm. Sorter, June 1, 1846, B. 7, p. 318, S. W. of N. W. 33, 66, 5, (his interest,).....	5
Same to Zebulon Sorter, 1846, B. 7, p. 317, his interest in one or more portions,.....	3.
Same to A. Forbes, Feb., 1848, B. 8, p. 462, Lot 6, Block 107, in Keokuk, (his interest,).....	10
Same to Johnson Rudd, Jan., 1849, Book 9, p. 245, Lots 8 and 9, Block 7, and Lot 1, Block 8, in Keokuk,.....	350
Total,.....	\$51,506

Here observe further sales to the amount of over \$51,000. Now all the sales which I have recited, have been made by Doctor Galland as sole owner, and many of them even before the land was partitioned. And, during the whole time that he has been carrying on these extensive operations, he has claimed to be a partner of Marsh, Lee & Delavan, and co-Trustee with them, and right in the face of his ardent desire, as expressed on page 4 of his pamphlet, to "*be released from all further legal or moral obligations, as trustee, to the innocent and unoffending beneficiaries who had reposed a personal confidence in my (his) capacity and integrity in the protection of their rights; or otherwise place me (him) in a situation to discharge those covenant duties, and moral obligations with successful fidelity.*"

I am not surprised that Doctor Galland desires to be released from the "*legal obligations,*" which seem to weigh so heavily upon his mind, growing out of his unexampled transactions in the Half Breed lands. The history of his sales and operations, which I have given, are matters of public record; and if the reader should have

any doubts of the correctness of my statements, and should feel any interest in the matter, he can satisfy himself by an examination of the records, at the recorder's office of this county.

The Doctors's pamphlet furnishes me with language the most appropriate and applicable to his own ease. He says, on page 5:

1st. "I feel well assured that the selling power has long since been exhausted."

2nd. On page 39, he adds, "Mr. Holeomb says : when ever one man deprives another by his fraudulent conduct, of the enjoyment of any rights, whether in possession, or mere expectancy, he will not only be withheld from realizing the benefit of his own wrong ; but suitable redress will be extended to the injured party ; even against third persons, who are innocent of the fraud ; but not equally entitled to favor."

Again, as very applicable to the Doctor's extensive sales, &c., I quote from his title page :

"'Fraud avoids a contract *ab initio*, both at law and in equity, whether the object be to deceive the public, or third persons, or one party endeavor thereby to cheat the other.'—(Chitty on contracts, page 222.)"

The Doctor got into considerable trouble growing out of his sale and transactions with Remick. Soon after making this large sale he left the country and spent a year or more in traveling in the eastern states. Remick in the mean time having been covered with the Doctor's mantle, and residing in Keokuk, carried on extensive operations in selling land, lots, &c.

Galland finally returned to Keokuk, erimination and recrimination were mutual between him and Remick. The bargain between Galland and Remick having been consumated at St. Louis, in the state of Missouri, where at that time Remick resided, led Remick to seek redress in that state, which resulted in a requisition from the Governor of that state on the Governor of Iowa for his arrest. Under this requisition a writ was issued, if I recollect correctly, to the sheriff of DesMoines eo.. J. H. McKinney, who proceeded to Keokuk and arrested Galland, and delivered him over to Maj. R. B. Hughes, who took him forthwith to St. Louis.

In justice to Galland, I will add, that I have understood that he was acquitted. I never believed myself that he defrauded Remick, or that Remick defrauded him, as they both charged; but I believe that when they consummated the bargain, each felt confident, that he was cheating the other; but that in fact, neither were cheated.

In view of his very extensive sales, embracing nearly as much land as is contained in the tract, and in the face of his declaration that he is a Trustee, and part owner of the interest held by Marsh, Lee & Delavan, I may cite from the Doctor's own pamphlet, the following, on page 3d :

"We are told by high authority that, '*a man's enemies are the men of his own house.*' Those belonging to the same household family or association, have advantages which a stranger cannot command, in his efforts to injure or destroy—they may rob, or plunder a member," &c.

Again on page 4, I may quote the Doctor's language as equally appropriate :

"No personal injury or insult offered, or done to myself would have induced me to expose the plans, tricks and schemes of speculation, adopted by these co-trustees of mine, did I not believe that public justice required it, while my solemn obligations to many of the beneficiaries, imperatively demanded it at my hands. But whatever forbearance I might have been disposed to extend to these schemes, they have overleaped all bounds of moral honesty, and plunged themselves headlong into the very abyss of human depravity. Under all the circumstances, I have therefore determined on the propriety and necessity of this exposure of fraud, deception and crime."

The Doctor on page 41, complains of the low price at which Marsh, Lee & Delavan sell lands; and speaks of lands adjoining Keokuk, being worth \$125, per acre, and "that they should now sell farming land for 3 or 4 dollars, per acre, which more than 12 years ago they held at 20 dollars per acre, is certainly deserving of investigation" Indeed, Doctor, worthy of investigation!! When you sold and conveyed by warranty deed 240 acres of land adjoining Keokuk, and lot 4 in block 5, in Keokuk, to Tause & Wright, for \$2000, did you consider the land worth 125 dollars per acre or

even 20 dollars? the price you put upon farming land 12 years ago. If so, why did you sell it for 4 or 5 dollars per acre? the lot being worth \$1,000.

This sale you made only nine years ago. Were you in this case discharging "*those covenant duties, and moral obligations with successful fidelity?*"

I cite only the above sale. An examination of the account of his sales as heretofore appears, will show the reader, that the Doctor has conveyed most of the best lands in the neighborhood of Keokuk, and other parts of the tract, from two dollars per acre upwards; and he, no doubt, made the purchaser believe that he was receiving a good title.

The above will show with what "*successful fidelity*" the Doctor has been "*discharging those covenant duties.*"

I do not deem it of any importance, to go into a history of the Doctor's transactions with Etham Kimball, Dr. Channing and George Stebbins; suffice it to say, that Dr. Channing is minus a large amount, growing out of Galland's sale to him of three-forty-eighths of his pretended interest held by the trustees.

Observe that all of Galland's interest, (if he had any in the half breed land,) either in or out of the decree of partition, has been sold by the Sheriff, and he has long since been divested of all interest.

These sales were made the 6th, Dec., 1845, and 31st, January 1846, on execution in favor of V. Vanorsdall, being the oldest judgment against Galland.

The time allowed by law for redemption having expired, the Sheriff of the county executed deeds to the purchaser, which may be found on record in Deed Book, No. 9, page 257 and 261.

In summing up the whole amount of sales made by Galland, as appears of record which I have copied, and adding to this the amount of land scrip, issued by him, payable in these lands, together with the amount of the first purchase made of him in 1836, by Aiken & Little, (which are matters of record, but which I have not inserted,) it seems that he has received the enormous sum of upwards of **TWO HUNDRED AND EIGHTY THOUSAND DOLLARS (\$280,000)!!!** In this estimate, I have called the land scrip

\$ 75,000, so that exclusive of that, the amount is more than two hundred thousand dollars.

The Doctor has made a perfect California operation—nothing like it in this country. It is hardly needful to add, that in these sales, he may have been “successful;” but the reader will, no doubt, inquire with what “fidelity” he may have discharged “*those moral obligations, as a Trustee, to the innocent and unoffending beneficiaries who had reposed a personal confidence in my (his) capacity and integrity in the protection of their rights.*” Has he ever rendered an account to the gentlemen whom he claims to be his co-trustees? Has he paid over any part of the large amount, which he has received, to them or to those “*innocent and unoffending beneficiaries?*” Faithful Trustee!!

Doctor Galland, on page 21st, of his pamphlet, makes the following enquiry :

“What would Mr. Marsh think of the villain, who should not only fail and refuse to give any account of his doings, and how he disposed of more than \$100,000 worth of property for the term of ten years?”

No doubt, Mr. Marsh would think he was a “*successful*” “*villain;*” but probably he would not consider that the villain had discharged “*moral obligations with successful fidelity.*”

One thing more contained in the Doctor’s pamphlet may demand notice; and in his view, it seems the most serious matter of all. I refer to the intimation that his life has been in danger!! Read what he says on page 48:

“ANNOTATION,

“That Galland has not died, as soon as would seem to have suited the convenience of Marsh, Lee & Delavan, is evident from the several attempts made within a few years past to assassinate him.”

Assassination indeed!!

The only attempt that I ever heard of being made upon the Doctor’s person, was at Cape Girardeau, Mo., upon his once going on shore there from a steam boat; and according to current report, at the time, the attack was made by a United States Senator from that

State, and the instrument used was said to be a rawhide; with what effect upon the Doctor's person, it is best known to himself.

In addition to the foregoing statements, and inasmuch as Dr. Galland has made very frequent reflections, in the course of his pamphlet, upon the moral and religious standing of those whom he calls his "Co-Trustees," the following item of the Doctor's own history is subjoined, with the hope that, it may not detract from the reader's interest in the matters herein discussed.

EXTRACT FROM "A REVELATION GIVEN TO JOSEPH SMITH, JR., JANUARY 19th, 1841."

"Let my servant Isaac Galland put stock in that house [Nauvoo house] for I the Lord loveth him, for the work he hath done, and will forgive all his sins, therefore, let him be remembered for an interest in that house from generation to generation. Let my servant Isaac Galland be appointed among you, and be ordained by my servant William Marks, and be blessed of him, to go with my servant Hyrum to accomplish the work that my servant Joseph shall point out to them and they shall be greatly blessed."—Nauvoo Times and Seasons, Vol. 2, No. 15; June 1st, 1841.

The above revelation appeared in the Nauvoo "Times and Seasons," in the spring of 1841, soon after Dr. Galland was baptized by Elder Rigdon, and ordained an Elder by William Marks, and taken into full communion with the church of Latter Day Saints, at Nauvoo. The work assigned by it to Doctor Galland, it is presumed, was to make a mission to the Eastern States, preach to the Gentiles, exchange Nauvoo property for farms, sell Half Breed land, &c. Joseph Smith Jr., and others, then associated at Nauvoo, seem to have had perfect confidence in him. The result, however, of his operations, as well as the entire loss of confidence in him subsequently, will not soon be forgotten, by the Latter Day Saints, and especially by several innocent farmers in New Jersey, and in the neighborhood of Philadelphia.

In proof of the foregoing, and that Elder Galland entered upon his mission, the following extract from an interesting letter written by him is submitted:

“ PHILADELPHIA, APRIL 5th, 1841.

“ *Dear brother, Joseph Smith :*

“ Through the mercies of our Heavenly Father, we have been prospered on our journey thus far. We have enjoyed reasonable health on the way, and have succeeded in accomplishing a part of our business. Brother Hyrum has labored unremittingly in the word and doctrine on our whole route ; he has been joyfully received by the brethren every where. I think his labors will be like bread cast upon the waters to be gathered many days hence. We have had the cheerful and valuable co-operation of the services of brothers Babbit and Winchester, who have aided us in the object of our mission. But amidst the cheering prospects of our present prosperity, it has pleased our Heavenly Father to remove from the scenes of political turmoil and party strife, our beloved Harrison. That the ways of the Almighty are inscrutable to the human mind, his councils exceeding our most exalted perceptions of propriety, and his goodness excelling our most sanguine expectations, will not admit of a single doubt ; we are, however, still left to trust to that inscrutable wisdom, and Almighty power, to turn this most melancholly and disastrous event to our good—whether we have not sinned as a nation by idolizing that worthy and long to be lamented patriot and father of the west. It would seem that the wickedness of the present generation is so superlatively great, that the Father of mercies has condescended in his infinite wisdom and benevolence to afford to the present nations of the earth, one of the most striking examples of the mutability of all earthly glory, honor and excellence. * * *

* * * * * Though he is hereby taken from the evil to come, yet we are admonished thereby that, ‘in the midst of life we are in death.’ O! what a lesson is this to a sinful world! But I tremble for my country, when I reflect that God has taken from us the individual who was so pre-eminently qualified to restore again the tranquility and prosperity of our nation. * * *

“ For the credit of human nature, I wish I could say, that this national bereavement was duly appreciated by all our citizens, but alas! how mortifying the reflection to know there are some who would even wish to be regarded as respectable citizens, who are so destitute of every redeeming virtue, and so puffed with malignity of party rancor, that they cannot suppress their infernal and fiend-like howling of exultations until the solemnities of the occasion are ended. O! what a comment on human depravity—it would seem as though this generation was laboring under a depravity which could only be the result of the fall of the second Adam.”
[“Fall of the second Adam”—favorite idea of Eldér Galland’s;

see his pamphlet, page 19.] "But I cannot dwell on a subject which is a reproach to my species, and makes me blush that I am a man."

"May God protect our nation, and grant that this signal judgment of his providence may cause our people to learn wisdom and practice virtue.

"I am most sincerely yours in the

"Bonds of the everlasting gospel.

"I. GALLAND."

[*Nauvoo "Times and Seasons,"* May 1st, 1841, Vol. 2, No. 13, page 399 and 400.]

The above letter breathes a spirit of sincere devotion to the cause in which he was engaged. It would seem unnecessary to insert any more of Galland's letters, as the above is considered to contain matters of more interest to the reader than all the letters in his pamphlet combined.

As Galland is in the habit of denying the revelation in regard to himself, as heretofore appears, and his mission to the eastern states, the following may be received as very credible testimony on that head:

"We are happy to state, that Pres. H. Smith, who left this city with Dr. Galland to transact business for the church in the East, returned a few days ago, in good health, and gives a favorable account of the progress of the word of the Lord. During their journey, they were treated with the greatest respect. The brethren hailed them with delight, and were greatly edified by their labors.

"Dr. Galland will continue in the East some time longer, to attend to some business transactions."—"*Times and Seasons,"* May 1st, 1841, Vol. 2, No. 13, p. 403.

That the "brethren" East were edified by the labors and preaching of Elder Galland, none of his acquaintances in this region of country will doubt; and from the account which Hyrum Smith gave of his (Galland's) business transactions for the church, while in the East, many individuals will probably bear him in remembrance to the day of their death. Faithful agent, in all situations discharging "covenant duties and moral obligations, with successful fidelity."!!!

After all, in justice to Doctor Galland, it may be said, that accord-

ing to the foregoing Revelation, he has the genuine title to one peice of property or interest, namely, that in the "Nauvoo house," Illinois, which was secured to him from generation to generation. Whether he has ever sold and conveyed it or not, the records of Hancock county, Ill., ought to show.

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