

Washington, Feby. 26/51

Dear Bush

I have not time to say but a word to you, and that you will not get before I arrive unless it goes by private conveyance. I had written you a letter for publication, but it got into the regular mail, so that I now have to request you to say

That all persons otherwise qualified arriving in Oregon before Dec. 1850 will be entitled to a donation, whether he had taken a claim previous to that date or was occupying a claim at that date or not, and that the last proviso but one in the 4th section does not prevent any one from agreeing to sell any part of his claim, the sale to be executed after consummation of title in the claimant. No contracts are void, but sales or agreements to sell prior to consummation of title. An agreement made previous to sell after consummation of title is not void. Illustrative, suppose title to consummate on 1st of Dec. 1851. Now an agreement to sell before that time would be void, but an agreement to sell after that time would not be. The agreement may be made before Dec. 1851, but the time of execution must be set posterior to Dec. 1851. You see it is cautiously worded.

It is not agreements previous to the time named but sales or agreements to sell (when?) before the time specified which are declared void.

In haste

Thurston.

Washington July 26/51

Dear Bank

I have not time to say but a word by you, and that you will not get before I arrive unless it goes by private conveyance I had written you a letter for publication, but it got into the regular mail, so that I now have to request you to say

That all persons ^{then in possession} conveying in Oregon before Dec 1850 will be entitled to a donation, whether he had taken a claim previous to that date, or was occupying a claim at that date or not. And that the law prohibits one in the 4th section does not prevent any one from agreeing to sell any part of his claim the date to be specified after consummation of title in the claimant. No contracts are void but sales or agreements to sell prior to consummation of title

an agreement made prior to sale after consummation of title is not void. Illustrated, Suppose title to consummate on 1st Dec 1851. Now an agreement to sell before that time would be void, but an agreement to sell after that time would not be. The agreement may be made before Dec 1851, but the time of execution must be set posterior to Dec 1851. You see it is certainly ~~not~~ voided. It is not agreements previous to the time named but sales or agreements to sell (when?) before the time specified which are declared void.

In haste
Thomson