

George L. Lane and his said wife.

6. On the 21<sup>st</sup> day of February 1844, said Fisher & Deane, both of said Book 6, page 89, conveyed said lot to John Lewis. Deed Book 6, page 89. Clarke County.

7. On the 22<sup>nd</sup> day of February 1844, said John Lewis conveyed the same to said Fisher & Deane. Deed Book 6, page 90. Clarke County.

8. I understand from a relation of the family, that the design in making the two deeds mentioned in sections 6 & 7 was to vest the title to the property included in them, of which said Lewis lot was a part, in said Fisher & Deane; his wife who owned it, being childless and in bad health. She died soon afterwards.

9. Said Fisher & Deane on the 13<sup>th</sup> day of July 1847, his said wife being then dead, conveyed said property to Kevatie J. Wheat. Deed Book 6, page 465. Clarke County.

10. And on the 1<sup>st</sup> of January 1849, said Kevatie J. Wheat and his wife conveyed the same to The K. & W. Co. Deed Book D, page 501. Clarke Co.

11. Said The K. & W. Co. held the same, free from encumbrance of any sort, until his death in January or February 1862; when it passed to his heirs at law, he having died intestate.

12. In November 1870, the executor of Maria L. Lewis dec'd, brought a suit

said company will have the first lien.

12. A suit was brought by Peter M. Pierce, the brother of the wife of said Lewis, claiming as her heir at law that the land was bought with her means and held in trust for her. That suit was decided in said Kansas town at October term 1885 and said Peter M. Pierce has signed an instrument in writing, waiving his right to an appeal and agreeing to submit to the judgment of the Circuit Court, which will be recorded with the deed of trust to secure the proposed loan.

13. Value

The said tract of 70 acres 1 rood 33 perches of land, with the buildings on it, is estimated by competent judges to be worth from \$4500.00 to \$5000.00 on the usual terms of sale. The miller's house, mill and other buildings with a small lot, bring an annual rent of \$250.00 and the land of \$150.00 a year, making a rental of \$400.00 a year. The buildings will be insured against fire, by an agent representing a solvent company, for \$1500.00, the amount of the proposed loan.

Summary.

Title

Value of land with buildings from \$4500.00 to \$5000.00

Incumbrances on property 530.00

Done at Berryville, Va. this 13<sup>th</sup> day of February 1886.

George P. Thomas President

Maryland Life Insurance Company of Baltimore

Abstract of title of lot of land in Berryville, Clarke County, Virginia, belonging to J. L. Davis, adjoining Presbyterian Church Lot, and lying on the South side of Main Street.

1. Prior to the year 1798, Benjamin Berry and his sister Sarah Stirling, a widow, owned two contiguous tracts of land in Frederick County, Va., in that part of it which is now Clarke. The lot now owned by said J. L. Davis, mentioned in the caption, was part of the tract owned by said Benjamin Berry. In 1798 the Town of Berryville was established by an act of the General Assembly of Virginia, and located on said lands.

By deed dated July 5<sup>th</sup> 1800, said Benjamin Berry conveyed, among other things, a lot of 14 acres 3 poles of land, which included said Davis lot, to his sister said Sarah Stirling.

3. Said Sarah Stirling by deed dated Dec. 5<sup>th</sup> 1811, conveyed said land to George L. Leno.

4. Both of the deeds mentioned in sections 2 & 3 were recorded in Winchester. They are fully recited in the titled deeds of property of more recent dates to which I have had access. I have not thought it necessary to go to Winchester to examine them. In 1836 Clarke County was formed from Frederick County, and said Town of Berryville was made the County seat of Clarke.

5. Said George L. Leno was a man of considerable means, and owned much land in or near Berryville. His wife, who I am informed was a grand daughter of said Benjamin Berry, also owned Town lots in Berryville and lands near said Town. George L. Leno died about 1843, his wife having died before him, both intestate. They left four children who were heirs at law of both of them, and in the division of their lands made in 1845, that part of his estate which included the Davis lot, became the separate estate of Elizabeth T. Lewis, the wife of Fisher A. Lewis, and a daughter of said

chancery against the Adm<sup>r</sup> & heirs of said Tho<sup>s</sup> H. Brown, dec<sup>d</sup>,  
subject his lands to the payment of his liabilities, which were  
large, chiefly as surety for others. All persons interested were  
made parties to said suit, and the same was regularly conducted.  
The creditors were convened according to law, and in due course  
proceedings, after much delay, there was a decree for the sale of so  
much of said Tho<sup>s</sup> H. Brown's lands as would pay his liabilities.

Under this decree said Jas L. Davis on the 24<sup>th</sup> day of January 1881, became  
the purchaser of said lot for \$800.<sup>00</sup>/<sub>100</sub>, and his said purchase was con-  
firmed by a decree of the Circuit Court of Clarke of May 30 1881, and a deed  
was ordered to be made to him.

13. In accordance with said decree, said John T. Brown as Ex<sup>r</sup> Com<sup>r</sup>, and in  
his own right (he being one of the heirs of said Tho<sup>s</sup> H. Brown, dec<sup>d</sup>) and  
Belle, his wife, and the other adult heirs, viz; Lucia M. Brown, Fannie  
A. Brown, Ida S. Morgan (a widow) and Eugenie Glover (a widow)

Deed Book 1 conveyed said lot to said Jas L. Davis, by deed dated June 2<sup>nd</sup> 1881

P. page 587. Deed Book P. page 587. The only remaining heir of said Tho<sup>s</sup> H.

- Brown, dec<sup>d</sup>, a daughter Elvira, who married Philip K. Swann, died  
pending the suit, leaving three children & her husband, surviving her.

Her said husband & children were made parties to the suit & the proceedings.

deceases bind them as well in the purchase as their interests.

14. The title of said J. L. Dairs under this purchase is a perfect title one. Since he bought the lot he has erected on it a handsome & valuable brick dwelling house and other buildings.

### Encumbrances.

15. Said Jas L. Dairs gave a deed of trust to Marshall M'Comick Trustee, to secure unpaid purchase money due on the lot, being Deed Book 2 three bonds for \$177.  $\frac{75}{100}$  each, due May 30<sup>th</sup> 1882-1883 & 1884, with P. page 589. Interest from May 30<sup>th</sup> 1881. This deed has not been released, but dated June 2<sup>nd</sup> I am satisfied the debt has been paid. A release of this will be 1881. . . promised, and if not already paid, it will be paid out of the proposed loan.

16. Said Jas L. Dairs and his wife executed three deeds of trust to secure advances made to him by the Berryville Building Association on his stock in said Association, the money being used principally in building on said lot.

2. page 74. One deed dated September 1<sup>st</sup> 1881 - Deed Book 2 page 74.

2. page 423. Another dated June 15<sup>th</sup> 1882 - Deed Book 2. page 423.

R. page 166. And one dated July 15<sup>th</sup> 1883. Deed Book R. page 166.

The greater part of these advances has been returned to the Associa-

and the balance due upon them cannot be accurately  
estimated, depending as it does upon the time when said Associa-  
tion will close its books; but an arrangement has been made  
with the Board of Directors of the Association <sup>to release</sup> the said deeds of  
trust, which will be done at once. This being done, and the  
purchase money lien aforesaid being also released, the Maryland  
Life Insurance Company of Baltimore will have the first lien.

17. There are no judgment liens against said Dairs, nor  
against any of the previous owners of the lots; and all taxes  
have been paid, except for the current year.

Done at Berryville, Va. this 3<sup>rd</sup> day of March 1886.

To George C. Thomas Esq  
President, Maryland  
Life Insurance Company of  
Baltimore.

Continued on page 50.

Henry H. Harrison to Derium Recide  
Abstract of title of the Page Branch farm of  
Henry H. Harrison, in Clarke County, Virginia, near

5/  
Bryce Station Shenandoah Valley Rail  
The said tract is composed of three parcels of  
land, which were acquired by said Henry Harrison  
as follows, to wit:

Lot or parcel n<sup>o</sup> 1, containing 100 acres or more  
22.42 poles, was as I am informed, part of a large  
tract granted to Robert Carter, Surveyor General of the  
Colony of Virginia about 1730; one share of which large  
tract, which included this parcel, descended to his Grand  
son John Page Sen<sup>r</sup>, who is said to have settled it in 1780.

These facts do not appear in the records of this (Clarke)  
County, nor is it necessary that they should, as they  
occurred many years before the county was established.

Said John Page Sen<sup>r</sup> died in 1838, and by his will,  
Will Book recorded in Will book A. page 35, devised his lands to his  
A. page 35 children.

Will Book In the partition of his lands, to be found in Will Book B page  
B. page 52: 152, and Land Book A. page 26, a tract of 248 acres  
Land Book was allotted to the heirs of his daughter, M<sup>rs</sup> Lallie Nelson, as  
A page 26 her share of said lands. Said M<sup>rs</sup> Lallie Nelson left

children as her heirs at law; three of whom by deed  
Deed Book dated January 23<sup>rd</sup> 1849. Deed Book D page 220, in  
D. p. 220. Mrs Maria B. Woolfolk and William B. Woolfolk,  
her husband, Mrs Rosalie N. Ticknor and Francis O.  
Ticknor, her husband, and Tho<sup>s</sup> M. Nelson Jr conveyed  
124 acres, one moiety of said tract, to Mary A. Page and  
Richard H. Lee; which moiety included this parcel.

The division of Mrs Lallie Nelson's said tract of  
Deed Book 248 acres into two equal parcels, will be found in deed  
b. p. 307. book b. page 307.

Deeds of confirmation of title were afterwards executed  
by said Ticknor & wife and said Tho<sup>s</sup> M. Nelson Jr, one dated  
E. 178 November 5<sup>th</sup> 1849. Deed Book E page 178, and the other  
F. 95. September 20<sup>th</sup> 1854. Deed Book F. page 95.

Said Mary A. Page and Richard H. Lee together with  
said Lee's wife, conveyed said tract to Robert L. Randolph,  
D. 388. by deed dated April 2<sup>nd</sup> 1849. Deed Book D page 388.

On the 1<sup>st</sup> of July 1853, said Rob<sup>t</sup> L. Randolph and  
his wife, conveyed said land, with other lands, to James P. Ruby  
and Pompey M. Curmish, Trustees, to secure a debt to

E. 409. Isaac Woods. Deed Book E page 409,

And on the 26<sup>th</sup> day of October 1868, Poinciana  
the surviving Trustee in said deed of trust, conveyed the same

J. 5. to Frank Stine. Deed Book I. page 5.

And finally on the 3<sup>rd</sup> day of February 1877. Deed  
M. 476. Book M. page 476, said Frank Stine and his wife conveyed  
the tract to Henry H. Kenison; the same having been reduced  
by previous sales to 100 acres 0 rods & 22 poles.

The following encumbrances on this tract have been  
released.

Robert S. Randolph to John E. Page Trustee for Mary A.  
Page and Richard H. Lee, deed of trust dated April 2<sup>nd</sup> 1849,

D. 377. Deed Book D page 377, to secure purchase money;  
released by said John E. Page Trustee, July 8<sup>th</sup> 1853.

E. 408. Deed Book E. page 408

Frank Stine to Poinciana McCumich and W. W. Ar-  
matt Trustees, to secure deferred payments of purchase money

J. 63. dated October 26<sup>th</sup> 1868. Deed Book I page 63; released  
by the Executors of Poinciana McCumich de<sup>d</sup>, and the Executor



Isaac Wood, dec<sup>d</sup> (the latter being the creditor secured)  
M. 4<sup>th</sup> deed dated March 5<sup>th</sup> 1877 - Deed Book M. page 478.

The following encumbrances have not been released.  
Deed of trust from Henry W. Harrison & wife, to W<sup>m</sup> Byrd Page  
Page and Sam<sup>l</sup> G. Moore Trustees, to secure a debt to Henry  
Harrison and one to W<sup>m</sup> Byrd Page Trustee for W<sup>m</sup> Margaret B.  
Harrison. The balance due now on the said debt to Henry  
Harrison is \$1006.<sup>77</sup>/<sub>100</sub> with interest on \$551.<sup>04</sup>/<sub>100</sub> thereof  
from May 10<sup>th</sup> 1878, and on \$456.<sup>73</sup>/<sub>100</sub> the residue thereof  
from June 19<sup>th</sup> 1879, as appears from a statement of said  
creditor to me; and the amount secured to W<sup>m</sup> Byrd Page  
Trustee for W<sup>m</sup> Margaret B. Harrison is \$2400.<sup>00</sup>/<sub>100</sub>. This  
deed provides that after the payment of these debts, the property  
is to be held subject to the trusts of a deed of marriage settle-  
ment between said Henry W. Harrison<sup>+</sup> and his wife, W<sup>m</sup> Margaret  
B. Harrison. This includes all the parcels. This trust is dated  
N. page 9 February 3<sup>rd</sup> 1877 & is in deed book N page 9 &c.

The deed of marriage settlement above referred to has never  
been recorded. It authorizes the trustee, with the consent of  
Harrison & wife, to sell and reinvest in other property, and

by a decree of the Circuit Court of Clarke, rendered at  
 May Term 1885, in the case of H. H. Harrison and others vs  
 Wm B. Harrison & others, their right to exchange said land for  
 other real estate is recognized and established.

Henry H. Harrison wife and Saml J. L. Moore, Surviving  
 Trustees to N. S. White Trustee for the Life Insurance Company  
 O. 246. of Virginia, to secure \$950.<sup>00</sup>/<sub>100</sub> dated June 4<sup>th</sup> 1879. Deed  
 Book O. page 246

Henry H. Harrison wife or to Marshall M. Carmich  
 P. 281. Trustee for Shoop & Blank, to secure \$500.<sup>00</sup>/<sub>100</sub> dated  
 May 7<sup>th</sup> 1885. Deed Book P page 281. This is on  
 all the parcels; that is on the whole tract.

Lot or parcel n<sup>o</sup> 2, containing 91 acres 2 rods 20 poles.

This is part of the same tract called Page Brook,  
 which descended from Robert Carter to his grandson John  
 Page Lear, and passed under the will of said John Page  
 Lear, to his daughter, M<sup>rs</sup> Sally Nelson, or rather to her  
 children, and was assigned to them in the partition of  
 said John Page's estate, hereinbefore mentioned.

one of the six children of said M<sup>rs</sup> Sally Nelson  
 viz: M<sup>rs</sup> Evelyn B. P. Carter and her husband, Robert  
 Carter, John P. Nelson and William N. Nelson conveyed this  
 b. 304 tract to John E. Page, by deed dated March 9<sup>th</sup> 1846  
 Deed Book b. page 304.

Said John E. Page, on the 5<sup>th</sup> day of January 1860  
 G. 65. conveyed the same to Henry Harrison. Deed Book G.  
 page 65.

And said Henry Harrison and wife, by deed dated Feb-  
 N. 7. ruary 3<sup>rd</sup> 1877. Deed Book N page 7, conveyed the  
 to Henry H. Harrison.

The following encumbrances on this tract have been  
 released.

Henry Harrison & wife to John Page & Benjamin  
 Harrison Trustees for John E. Page, to secure purchase  
 G. 66. money, dated January 5<sup>th</sup> 1860. Deed Book G.  
 page 66; released by said Trustees, May 9<sup>th</sup>  
 I. 278. 1870. Deed Book I. page 278.

Henry Harrison & wife to W<sup>m</sup> Byrd Trustees for  
 I. 287. Saml G. Wyman dated May 9<sup>th</sup> 1870. Deed Book I. page

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Release book. 281; released May 8<sup>th</sup> 1885 - Release Book n° 1.  
n° 1 p. 29, page 29.

Henry Harrison & wife to W<sup>m</sup> Byrd Trustees for  
Sam J & Martha E. Langley and Margaret Byrd,  
L. 138. dated January 3<sup>rd</sup> 1874 - Deed Book 2 page 138;  
released September 20<sup>th</sup> 1883 - Release Book n° 1.  
n° 1 p. 15, page 15.

Encumbrances not released.

Deed from Henry H. Harrison and wife to W<sup>m</sup> Byrd Page  
and Saml J. b. Moore Trustees, dated February 3<sup>rd</sup> 1877 -  
N. 9. Deed Book N. page 9 &c - which is fully described under  
last head (page 21).

Henry H. Harrison & wife to Marshall M<sup>c</sup> Cormick  
Trustees for Shoop & bank, deed of trust dated May 7<sup>th</sup>  
L. 281. 1885 - Deed Book 3 page 281; being the same mentioned  
on page 22, as a lien on the whole tract.

Lot or parcel n° 3, containing  $85\frac{1}{3}$  acres.  
This lot was also a part of the estate of Robert  
baxter, dec<sup>d</sup>, and descended to his Grand son, John Page,

will of John W. Harrison, under whose will it passed to his daughter M<sup>rs</sup>  
B. Page Mary W. Harrison. (See division of lands of said John  
Land Book Page 150, Will Book B. page 52 and Land Book A.  
A. p. 26.) page 26.)

Said Mary W. Harrison, by her will devised the  
same to her daughter, Lucy Harrison for life, with re-  
mainder in fee to said Lucy Harrison, Henry Harrison  
and Benjamin Harrison. Said will is of record in the  
city of Richmond, where M<sup>rs</sup> Mary W. Harrison lived and  
died.

Deed from Henry Harrison wife to Henry H. Harrison,  
N. p. 7. dated February 3<sup>rd</sup> 1877. Deed Book N. page 7. conveys  
remainder in fee of one third of this tract

Deed of partition between Lucy Harrison & others and  
Henry H. Harrison, dated September 24<sup>th</sup> 1884. Deed Book  
L. 150. L. page 150, conveys to said Henry H. Harrison in severalty  
as his interest in said tract,  $85\frac{1}{3}$  acres, subject to an annuity  
of  $\$83.33\frac{1}{3}$  to said Lucy Harrison for her life. Said Lucy  
Harrison died January 14 1885, and her annuity thereon ceased.  
William Bepd Page died in 1877, and said Henry H.

Harrison was substituted as Trustee in his place by an order of the County Court of Clarke, of March 1885.

Encumbrances on this lot or parcel.

Henry H. Harrison wife to W<sup>m</sup> Boyd Page & Saml J. Moore  
N<sup>o</sup> 9. Trustees, dated February 3<sup>rd</sup> 1877. Deed Book N. page 92.  
which is described and referred to as a lien on the whole tract,  
on page 21.

Henry H. Harrison wife & to Marshall M. Carmick  
Trustees for Shoop & Clark, dated May 7<sup>th</sup> 1885. Deed Book  
P. 281. P. page 281; being the same deed of trust mentioned on page  
22, as a lien on the whole tract.

The whole tract consists of

Lot N <sup>o</sup> 1 containing	100 acres Orrods 22.42 p.
" " 2 "	91 " 2 " 20 p.
" " 3 "	85 " 1 " 13.33 1/2 p.
Whole tract	277 " 0 " 15.75 p.

The encumbrances mentioned above are as follows;  
To Mr Henry Harrison, secured on the whole tract \$1006.77.  
with interest on \$551.04 thereof from May 10<sup>th</sup> 1878, and

\$455 <sup>73</sup>/<sub>100</sub> the residue thereof from June 9<sup>th</sup> 1849 until  
said. I am informed that M Harrison (the creditor) will  
release the land from this lien, except Lot N<sup>o</sup> 1 the Stone  
lot or parcel.

The debt to W Margaret B. Harrison's Trustee for \$2400.00  
which is to be released.

The debt to the Life Insurance Company of Virginia \$ 950.00  
which is a lien on the Stone lot, N<sup>o</sup> 1.

And the debt to Shoop & Clark \$ 500.00  
which is a lien on the whole tract. This is  
assumed by Henry H. Harrison, and is to be paid  
by him when it becomes due in April 1886.

I do hereby certify that the foregoing is a true correct abstract of the  
title to Pop Brook tract of land, belonging to Henry H. Harrison of Lake County,  
Virginia, and a statement of the liens on said tract of land, taken from  
the records of said county. Given under my hand this 27<sup>th</sup>  
day of July 1885.

Saml J. L. Moore  
Attorney at Law

To Denison Reelick Esq Baltimore Maryland.

Abstract of title of tract of land in Clarke County, Virginia, sold by Saml J. Moore, Special Commissioner and J. Luther Beaman in fee to John H. Heytt.

Said tract is composed of two parcels of land, as follows, to wit:  
 One containing one hundred acres, described below

The other containing

In all

100  
 6-3-10<sup>2</sup>/<sub>5</sub>

106-3-10<sup>2</sup>/<sub>5</sub>

Title to the 100 acre tract

1. John Kerfoot died in 1842, and by his will devised a tract of upwards of two hundred acres (200 acres) of land, to his daughter, Sarah Jane Benham for life, with remainder to her children.

2. Subsequently a chancery suit was brought in the Circuit Court of Clarke County, in order to obtain a decree to sell said land; and by a decree rendered in said cause on the 15<sup>th</sup> day of May 1855 (Chancery Order Book A. page 280) it was ordered to be sold, and Archibald Buman was appointed a special commissioner to make said sale, who on the 3<sup>rd</sup> day of November 1857, conveyed said land to John Latham, the sale to said Latham having been approved by the Court, and a deed ordered.



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to be made to him (See Deed Book F. page 554.)

N. 113

3. Said John Latham, who was unmarried and a widower, conveyed said land to Henry Keyett, August 1<sup>st</sup> 1787 (Deed Book N. page 113.)

L. 127

4. On Sept. 1<sup>st</sup> 1788, said Henry Keyett and wife conveyed said tract of land as follows; one undivided half to J. Luther Bowers in his own right, and the other half undivided to said Bowers as Trustee for his wife Alice Bowers, for her sole and separate use for her life, and at her death to her children. (Deed Book L. page 127.)

R. 349

5. Said J. Luther Bowers, on the 13<sup>th</sup> day of July 1883, conveyed his undivided half of said tract of land to Samuel J. Moore Trustee for his creditors. (Deed Book R. page 349.)

S. 258

6. November 24<sup>th</sup> 1883 said Sam J. Moore Trustee and said J. Luther Bowers and wife, conveyed said half of the land to Henry Keyett, who bought the same from said Trustee. (Deed Book S. page 258.)

7. By the same deed last above mentioned (Book S. page 258) said

Henry Keyett and said J. Luther Bowers and wife made partition of said tract of land, by which partition M<sup>r</sup> Bowers became the owner of one hundred acres of the land, with the dwelling house and other buildings on it, subject to the limitations aforesaid; and Henry Keyett became the owner of the residue of said land. This partition was approved and confirmed by a decree of the Circuit Court of Blake of May 14<sup>th</sup> 1886, in the case of J. Luther Bowers & wife vs. Lorela M. Bowers & others.

8. Under the decree aforesaid mentioned, Saml J. Moore was appointed to make sale of said tract of land, as special commissioner of the court, and said Moore immediately contracted to sell the same to John K. Keyett at \$45.<sup>00</sup>/<sub>100</sub> per acre; which contract was approved by the court at the same term, and a deed ordered to be made to said John K. Keyett, upon his complying with the terms of sale. Under said contract the said John K. Keyett is to pay \$2000.<sup>00</sup>/<sub>100</sub> on the 1<sup>st</sup> day of August 1886, and the residue in two equal annual payments on the 1<sup>st</sup> day of August 1887 and 1888, with interest on both from August 1<sup>st</sup> 1886 until paid, for which deferred payments he is to execute his bonds, secured on the land. The deeds have been prepared, and the contract will be executed either on Saturday July 31<sup>st</sup> or on Monday Aug 2<sup>nd</sup>, as the 1<sup>st</sup> day of August comes on Sunday.

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to the lot of six acres three rods ten & two fifth poles,  
adjoining the above named tract of 100 acres.

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1. William Butteman died in 1842, intestate, and in the division of his lands among his children, a tract of fifty three (53) acres was assigned to his daughter, M<sup>rs</sup> Mary Jane Paul.

2. On the 15<sup>th</sup> day of February, 1846, said Mary Jane Paul and her husband, Isaac Paul, conveyed said tract of land to Jacob Ender. (Deed Book 6 page 296)

3. Jacob Ender having died, a Chancery suit was brought by George B. Blakemore, executor and devisee of said Ender, to sell his land for the payment of his debts; and under a decree in said cause Lord G. Moore and John G. Morris were appointed special commissioners to make sale of said land, who on the 28<sup>th</sup> day of December 1877, by a deed in which M<sup>rs</sup> Catherine Ender, the widow of said Jacob Ender united, conveyed the same to John Coleman. (Deed Book N. page 254.) This deed includes the <sup>53</sup> acre tract above mentioned.

4. John Coleman and his wife, by deed dated October 31<sup>st</sup> 1883, conveyed six acres three rods ten tenths fifth poles, part of said 53 acres to Henry R. 510. Keyett Trustee for said Alice B. Bowers (Deed Book R page 510.) This deed gave to W. Bowers the power, by deed in which her said Trustee should unite, to sell and convey the said lot of land to a purchaser thereof.

5. Said lot is included in the contract of sale hereinbefore mentioned, made with John H. Keyett, who is to pay for the same the price of \$45.<sup>00</sup>/<sub>100</sub> per acre upon the same terms as are set forth in clause 8. of the abstract of the 100 acre tract.

The title to both tracts or parcels is unclouded, and they are both clear of incumbrances of any sort.

Saml J. Moore, Att'y at Law  
July 17<sup>th</sup> 1886.

For Jephania Jones Ess  
Washington City D.C. }

Abstract of title of a tract of land in Clarke County, Virginia, belonging to James N. Carpenter as Trustee for his wife, Mrs. Mary T. Carpenter, as shown by the records of said County, which begin in 1836 when said County was organized.

1. On the 5<sup>th</sup> day of May 1841, Charles W. Andrews and Sarah W. his wife conveyed to George L. Harris a tract of six hundred and eighty four acres and two woods (684 acres 2 woods) of land in said County Deed Book 7 of Clarke, called "Pond Quarter" and described in the deed as follows, B. page 94 to wit; the same tract of land that was allotted to the said Charles W. Clarke County Andrews and wife in the division of the real estate of Matthew Page, dec'd, Court made by commissioners appointed by the County Court of Frederick County, by an order made on the 4<sup>th</sup> day of March 1833, in a suit then pending between Byrd & wife Plaintiffs and Page & Defendants; a reference to said suit and the report of division therein filed, will show the particulars. Said deed from Andrews & wife to Harris was recorded August 5<sup>th</sup> 1841. Mrs. Andrews was a daughter of said Matthew Page, dec'd and inherited said land from him.

2. April 2<sup>nd</sup> 1855, by deed recorded on same day, said George L. Harris

conveyed to John Pierre Sen, eighty nine acres three roods and  
 F. 120. perches (89 acres 3 roods 15 perches) part of said tract of land.

3. April 2<sup>nd</sup> 1855, by deed recorded on same day, said George L. Harris convey-  
 ed to Peter M. Pierre, one hundred and fifty two acres, three roods and  
 F. 121. thirty perches (152 acres 3 roods 30 perches) of said tract.

4. Said George L. Harris died intestate in 1858, seized and possessed of the  
 residue of said tract, which after deducting the parts sold as aforesaid, con-  
 tained four hundred and forty one acres three roods and thirty five perches  
 (441 acres 3 roods 35 perches) and leaving the following heirs at law, viz;

1. William J. Harris

2. John T. Harris

3. George Harris

4. Jeremiah Harris

5. James G. Harris

6. Mary E. Davis, wife of Albert L. Davis.

7. And the three minor children of a daughter, who married W<sup>m</sup> H. Moore  
 and died; the names of said children are, Albert L. Moore, Elizabeth  
 Moore, and George H. Moore, and they were entitled to their Mother's share

Albert L. Moore (the latter being then just come of age) in the entire residue of said tract of 311 acres 3 rods 35 poles, except 10 acres and thirty four poles (30 acres 3 1/4 poles) previously conveyed by them to Tho<sup>s</sup> S. Gold, and except also of certain acre and one rod (1 1/2 ac 1 r) conveyed by them to Tho<sup>s</sup> S. Gold, to James N. Carpenter Trustee for May F. Carpenter, upon the same trusts in all respects, as are set forth in the deed from

§ 20. George Harris Trustee to said James N. Carpenter Trustee for M<sup>y</sup> F. Carpenter (see No<sup>9</sup> of this abstract.) In this deed a vendor's lien was reserved for the unpaid purchase money, which has been acknowledged as will be hereinafter shown.

12. James N. Carpenter Trustee for M<sup>y</sup> F. Carpenter, by said several deeds acquired title to a tract of two hundred and sixty seven acres, two rods and one perch (267 a 2 r 1 p); and on the 17<sup>th</sup> day of November 1855 they conveyed fifty five acres one rod and eighteen perches (55 a 1 r 18 p) thereof to Lewis B. Helvestine. Said Carpenter Trustee, therefore now owns two hundred and twenty two acres and twenty three perches (222 a 0 r 23 p) of said land.

See next page

my one seventh of the tract.

5. William J. Harris by deed dated September 8<sup>th</sup> 1858 recorded November 3<sup>rd</sup> 1858, conveyed his interest in said tract of land, being one seventh, to John T. Harris.

6. Said John T. Harris, being then the owner of two undivided sevenths of said tract of land, bought a balance of sixt in the County Court of Clarke for partition of said land, and one hundred and thirty acres (130 acres) of the same were laid off to him in severalty, as his share in two sevenths, by commissioners appointed by said Court, whose report was confirmed by the Court by a decree entered at October Term 1866. The style of the suit

¶ 36 was John T. Harris against James J. Harris and others. Said John T. Harris and his wife subsequently sold ten acres (10 acres) of his tract, thus laid off to him, to Washington Gold, and one hundred and twenty acres (120 acres) to Lewis B. Helvestine. I do not find the deed to Gold in the records, but the sale is recited in the deed to Helvestine dated November 1<sup>st</sup> 1866, and recorded in Deed Book H, page 37.

7. September 12<sup>th</sup> 1858, Jeremiah Harris, another of said heirs, conveyed

9.81. his interest, being one seventh, to James M. Harris

8. Said James M. Harris being then the owner of two sevenths of said tract of land on the 21<sup>st</sup> day of February 1861, conveyed his whole interest therein to

9.98. George Harris Trustee for the sole and separate use of Margaret L. Harris, wife of said James M. Harris. The said Trustee was authorized to sell said tract or any part of it, upon the written request of said Margaret L. Harris, and invest the proceeds in other lands, or pay such proceeds to her the said Margaret L. Harris.

9. After the assignment to John T. Harris aforesaid, of one hundred and thirty acres representing his share and that of W. J. Harris, there remained in the tract still undivided, three hundred and eleven acres three rods and thirty five poles, (311 acres 3 rods 35 poles) held as follows:

George Harris Trustee for Margaret L. Harris, two shares or two fifths  
Said George Harris in his own right, one share or one fifth  
Mary E. Davis, wife of Albert L. Davis, one share or one fifth,  
and Albert L. Davis, Elizabeth Moore and George H. Moore jointly

11.307. one share or one fifth; and by deed dated the 27<sup>th</sup> day of March 1865 said George Harris Trustee for said Margaret L. Harris conveyed two fifths

of said tract of 311 acres 3 rods 35 poles to James M. Carpenter Trustee for said Carpenter's wife, Mary F. Carpenter and her heirs. The said Mary F. Carpenter has authority under the deed, to dispose of the land by will, or to sell and convey the same by deed, in which said Trustee should write.

10. George Harris next filed a bill in Chancery in the Circuit Court of Clark County, for partition of the land, alleging that it could not be divided advantageously among the parties entitled to it, and asking that a contract for the sale of it be approved and confirmed by the Court, said contract having been previously made by them with James M. Carpenter Trustee for Mary F. Carpenter. All the parties interested were made parties to this suit, and upon its being proved that the contract aforesaid was advantageous to the minor heirs, the said Court by a decree entered May 11<sup>th</sup> 1868, approved and confirmed said contract and appointed William H. Moore to convey the interests of said minor heirs to said purchaser. The style of said suit was, George Harris vs. Albert F. Davis and wife and others.

11. November 20<sup>th</sup> 1868, said William H. Moore Special Commissioner as aforesaid, Albert F. Davis and Mary E. his wife, George Harris and



Statement of encumbrances on said land

B. 93

1. George L. Harris on the 5<sup>th</sup> day of May 1841 by deed of trust recorded August 6<sup>th</sup> 1841, conveyed the entire tract to Allen Williams Trustee for Charles W. Andrews, to secure ten bonds for one hundred dollars each (\$900.<sup>00</sup>/<sub>100</sub> each) due December 27<sup>th</sup> 1843 - 4 5 6 7 8 9 50 51 52, with interest from December 27<sup>th</sup> 1842. This deed released, see below.

F. 153

2. April 26<sup>th</sup> 1855 Allen Williams Trustee and Charles W. Andrews to George L. Harris - release of the above mentioned deed of trust.

E. 379.

3. April 26<sup>th</sup> 1853. George L. Harris to John Moore Jr Trustee for John Moore Sen, to secure \$2500.<sup>00</sup>/<sub>100</sub> with interest from January 3<sup>rd</sup> 1853, dated April 26 1853, conveying the "Pond Quarter" farm. This deed released, see below.

O. 314.

4. John Moore Jr Trustee and W<sup>m</sup> H. Moore executor of John Moore Sen to James N. Carpenter Trustee for Mary F. Carpenter, release of the last named deed of trust of April 26<sup>th</sup> 1853. This release is dated April 16<sup>th</sup> 1879.

5. August 26<sup>th</sup> 1869. deed of trust from James N. Carpenter and Mary F. his wife to Samuel J. L. Moore Trustee for Thomas E. Gold, conveys "Pond Quarter" farm to secure \$25,000.<sup>00/100</sup>. This deed released, see below.

6. November 30<sup>th</sup> 1878. Samuel J. L. Moore Trustee and Thomas D. Gold Administrator of Thomas E. Gold, d. t. to James N. Carpenter Trustee for Mary F. Carpenter - release of last named deed of trust of August 26<sup>th</sup> 1869.

7. July 19<sup>th</sup> 1877. James N. Carpenter and Mary F. his wife to Marshall M. Linnich Trustee for Charles E. Beasley, conveys "Pond Quarter" farm to secure \$10,000.<sup>00/100</sup>. This deed released, see below.

8. October 23<sup>rd</sup> 1882. Marshall M. Linnich Trustee and Charles E. Beasley to James N. Carpenter Trustee for Mary F. Carpenter; release of last named deed of trust of July 19<sup>th</sup> 1877.

9. October 27<sup>th</sup> 1882. William H. Moore, Special Commissioner, Albert F. Davis, George Harris and Albert L. Moore to James N. Carpenter Trustee for Mary F. Carpenter; release of vendor's lien reserved in deed of November 20<sup>th</sup> 1868.



James N. Carpenter and Mary F. his wife to Marshall M. Council  
 Trustee for James W. Marshall Trustee of the estate of Robert Emory, dec'd  
 deed of trust, dated October 21<sup>st</sup> 1882, recorded November 8<sup>th</sup> 1882, to  
R. 8 secure \$2500. <sup>00</sup>/<sub>100</sub> due by bond dated Oct. 21<sup>st</sup> 1882, payable five years  
 after date, with interest from date, payable annually

11. There is a decree of the Circuit Court of Blaine County, W., against  
 Mary F. Carpenter for \$129. <sup>44</sup>/<sub>100</sub> with interest thereon from January 1<sup>st</sup>  
 1886, and \$22. <sup>05</sup>/<sub>100</sub> costs, which is a lien on her separate estate.  
 Said decree was entered October Term 1886 of said Court, and is in  
 favour of Singleton & Fletcher.

I do hereby certify that the foregoing is a true and correct abstract  
 of the title of the Pine Quarter farm, now belonging to James N. Carpenter  
 Trustee for Mary F. Carpenter, containing 222 acres and 23 perches and a  
 statement of the liens on said land. The title is a good one, and the only  
 liens now binding the land are that of the deed of trust to secure James W.  
 Marshall Trustee (n° 10) and the decree in favour of Singleton & Fletcher (n° 11).  
 Given under my hand this 25<sup>th</sup> day of March 1887.

Sam'l G. Moore  
 Attorney at Law.

J. E. Gladstone's lot in Berryville, Clarke County, Virginia -  
corner of Church and Academy Streets, bounded on the West by  
the lot of Henry Brandy, on the North by Academy Street, on  
the East by Church Street and on the South by the lot of S.  
Scollay Moore: belonging to J. E. Gladstone.

Title

1. 1851 May 12<sup>th</sup>. Andrew Kennedy Trustee to Susan Butler  
E pag 133 conveying said lot under a decree of the Circuit Court of Law and  
Chancery for Jefferson County, Virginia, dated May 13<sup>th</sup> 1842.

2. July 13 1855. will of Susan Butler a devise said lot  
Will Book and all her property to James H. Kennan and William B.  
D pag 77 Kennan.

3. James H. Kennan and wife and William B. Kennan to Joseph  
F. 742. F. Ryan - conveying said lot - dated November 3<sup>rd</sup> 1858.

4. Saml J. L. Moore and Richard Parker Special Commissioners  
2 p 587. to A. W. M. Donalds - September 14<sup>th</sup> 1881 - under decree of the  
Circuit Court of Clarke County, in the cause of Martin Grant

Thos E. Golds Adms. vs Joseph F. Ryan

5. May 1<sup>st</sup> 1885 A W M<sup>c</sup> Donald & wife to J E Gladstone  
 P. 341. vendors lien reserved, which M<sup>c</sup> Donald will release.

Incumbrances

1 The first incumbrance is a deed of trust from A W M<sup>c</sup> Donald to A. Moore Jr Trustee for M<sup>r</sup> Eliza M Harris, to secure \$500.<sup>00</sup> which will be released.

2. The vendors lien above mentioned, which will also be

In my opinion the title to said lot is a good one, and when the releases of the two liens aforesaid are executed, M<sup>r</sup> Gladstone will be able to give to M<sup>r</sup> John B. Shull the first lien on the property.

Saml J. L. Moore

April 14<sup>th</sup> 1887.

Lot belonging to R. D. Shugert, lying in Berry Hill on the north side of Main Street, adjoining Mary & Rootes and George E. I. Phillips & wife.

Title.

1<sup>st</sup> George H. Norris and Jane B. his wife to John M. Kunn - dated B. page 42. January 27<sup>th</sup> 1844. This deed refers to a deed from Philip Nelson and Sarah, his wife and W<sup>m</sup> F. Nelson to said George H. Norris, dated December 10<sup>th</sup> 1834, and recorded in Winchester; which last named deed I have not examined.

2. John M. Kunn, the grantee in the above named deed died in 1846, without descendants, and this property his Father, John Kunn.

3. 1846 December 3<sup>rd</sup>; said John Kunn conveyed the same B. page 25. to W<sup>m</sup> Elizabeth M. Kunn.

4. 1850 January 1<sup>st</sup>; said Elizabeth M. Kunn conveyed same B. page 454. to James A. Haynes.

47

said Reuben D. Thuyert and his wife will be able to give the purchaser of said lot a good title to the property, free from all incumbrances. Given under my hand this 12<sup>th</sup> day of July, 1888.

Saml J. L. Moore  
Attorney at Law

\* Liens on the property

1. Howard T. Barton to George W. Bradfield Trustee for James A. Haynes, dated January 29 1855 - deed book F. page 113; to secure six bonds for \$500.<sup>00</sup> in each, payable February 1<sup>st</sup> 1856-1857-1858-1859-1860 & 1861, with interest from Feb 1<sup>st</sup> 1855. This deed of trust has been paid, and the property discharged from it, in the chancery suit aforesaid, of H. T. Brown and others (who were assignees of the bonds) agt Howard T. Barton and George E. S. Phillips.

2. George E. S. Phillips to Saml J. L. Moore Trustee for Howard T. Barton, dated October 1<sup>st</sup> 1867 - deed book H. page 255; to secure one bond for \$200.00 due Jan 1<sup>st</sup> 1868, and five bonds for \$500.00 each, due Jan 1<sup>st</sup> 1869-1870-1871-1872 and 1873, bearing interest from October 1<sup>st</sup> 1867. This deed of trust has been provided for and the party discharged from it, in the same chancery suit.

3. George E. I. Phillips and wife to Thomas McBernick and others, Trustees for the Clarke Building Fund Association - deed of trust dated July 6<sup>th</sup> 1868 - deed book K page 392, for \$299.50. This deed of trust released, see entry in margin of deed book.

4. George E. I. Phillips and wife to Jos: T. Griffith and others, Trustees for the Clarke Building Fund Association; deed of trust dated February 13<sup>th</sup> 1872 - deed book K page 158 for \$165.00. This deed of trust released, see entry in margin of deed book.

5. George E. I. Phillips and wife to J. T. Griffith and others, Trustees for the Clarke Building Fund Association; deed of trust dated February 6<sup>th</sup> 1873 - deed book K page 405, for \$380.00. This deed of trust released, see entry in margin of deed book.

6. R. D. Shugart to S. S. Moore Trustee for J. G. Moore Trustee and Marshall McBernick, Special Com<sup>r</sup>; deed of trust dated Nov: 14<sup>th</sup> 1879, deed book O. page 426; to secure three bonds for \$362.50 each, dated November 14<sup>th</sup> 1879, due August 24<sup>th</sup> 1880 - 1881 and 1882, with interest from August 24<sup>th</sup> 1879. This deed of trust released, November



11<sup>th</sup> 1882; see deed book R page 21.

7. R D Shugert to Helen Moore Trustee for J Shugert Adm<sup>r</sup> of R Shugert, dec<sup>d</sup>; deed of trust dated November 16<sup>th</sup> 1883 - deed book R, page 507, to secure \$4847.  $\frac{03}{100}$ . This deed of trust released October 23<sup>rd</sup> 1884, see Release book N<sup>o</sup> 1 page 3.

\* page 46 of this book.

1889 Jan<sup>y</sup> 1<sup>st</sup> R D Shugert & wife to Max Brownold and Agnes M. his wife - conveys the property above named.  
Sam<sup>l</sup> J. Moore Att<sup>y</sup>

Continuation of abstract of J. L. Dairs' lot adjoining  
Presbyterian Church property - made for Chas. T. Lee Esq  
November 24<sup>th</sup> 1888.

Liens on the property since former abstract.

1. J. L. Dairs & wife to Marshall M. Carmick Trustee for the  
Maryland Life Insurance Company - deed dated March 4<sup>th</sup> -  
L. 535: 1886 - deed book I page 535 - to secure \$2500.00 due  
March 4<sup>th</sup> 1889. I am informed by Marshall M. Carmick  
Trustee and Attorney for said Company that interest on this  
debt has been paid to September 4<sup>th</sup> 1888.

2. J. L. Dairs & wife to A. W. M. Donald Trustee - deed of trust  
dated Nov: 24<sup>th</sup> 1887 - deed book I page 420 - to indemnify  
T. 420. A. Moore Jr as endorser on notes for \$800.00 - \$300.00 & \$200.00  
in Bank of Clarke County - & one for \$500.00 in Shenandoah  
Valley National Bank; also Wm E. Reed & Co as endorser on a note  
for \$250.00 in Bank of Clarke County; also to secure a debt  
to Nannie H. <sup>Dairs</sup> ~~Williams~~ of about \$400.00.

Statement of judgments agt J. L. Dairs on next page.

Judgments against J. L. Davis

1. J. P. Keim & Co vs J. L. Davis. confessed Jan'y 26 1888 for \$332.00  
 Interest on \$166.00 thereof from Dec: 12 1887  
 and on \$166.00 thereidue from Jan'y 12 1888  
 costs \$ 6.77

2. Thompson & Ogdeni decree for ( Feb'y Term 1888) \$ 2430.00  
 Interest from Januany 5 1888.

3. Fink, Bro & Co vs J. L. Davis - Feb'y Term 1888 \$ 120.00  
 Interest from September 21 1887  
 costs \$ 7.80

4. Maryland Fertilizer Manufacturing Company vs Same  
 February Term 1888, for \$ 336.13  
 Int: from October 4<sup>th</sup> 1886 & 5 pct for collecting  
 costs 7.80

5. Maryland Fertilizer Manufacturing Co vs J L Davis  
 February Term 1888 - Judgment for \$ 331.40  
 Interest from October 4<sup>th</sup> 1887  
 costs 7.80

6. Armstrong, later vs Co vs J L Davis - Judgment  
 May Term 1888, for \$ 279.60  
 Int: on \$93.20 thereof from Nov 12<sup>th</sup> 1887  
 & on \$93.20 thereof from Dec 3<sup>rd</sup> 1887  
 & on \$93.20 thereof from Dec 20 1887  
 costs \$ 7.80

7. Bonyille Building Association - Judgment for part  
 of same amount secured by deed of trust, and there-  
 fore not extended here. May Term 1888.

8. Eagle Shoe Company vs J L Davis - Judgment May Term 1888 for \$ 49.50  
 Int: from March 1<sup>st</sup> 1887 - costs 8.00

45.

5. 1855 January 27<sup>th</sup>. James A. Haynes and Mary b. his wife,  
F. page 111. conveyed same to Howard J. Barton. The certificate of Mr Haynes  
acknowledgment of this deed is defective and invalid; but she and  
her husband united in the deed conveying the property to Shugert,  
and thus cured this defect.

6. 1867 October 1<sup>st</sup> Howard J. Barton conveyed same to  
H. page 254 George E. S. Phillips \*

7. In <sup>1878</sup> 1878. A chancery suit was brought in the Circuit Court  
of blank County, Virginia, by G. J. Browne vs others agt Howard  
J. Barton and George E. S. Phillips, to enforce the liens on this pro-  
perty. In this suit the said liens were ascertained and fixed,  
and by a decree of the 12<sup>th</sup> day of November 1878, Samuel G.  
Moore Trustee and Marshall Mc Cormick Special Commissioners,  
were appointed by the court to sell the property; sale of it was  
made to R. D. Shugert, which was confirmed by the court by  
decree of November 11<sup>th</sup> 1879, and said Moore Trustee and  
Mc Cormick Special Commissioners were directed to make a deed  
to the purchaser; and on the 14<sup>th</sup> day of November 1879, said

Saml J. Moore Trustee and Marshall M. Carmick, <sup>and com-</sup>  
 O. page 431. - missioners, together with George E. S. Phillips and Hannah T. his  
 wife, and James A. Haynes and Mary C. his wife, conveyed the  
 same to Rezin D. Shugert.

The following liens have been put upon said property since  
 it was conveyed to said Shugert, and have not been released.

\*

8. 1884 November 7<sup>th</sup> - Rezin D. Shugert & wife to John O.  
 S. page 146. Brown, Isaac Berman and S. F. Baughman Trustees for the  
 Berryville Building Association, to secure \$ 943.  $\frac{50}{100}$  - recorded  
 November 10<sup>th</sup> 1884.

Paid  
 Jan 17 1885

9. 1884 November 7<sup>th</sup> - R D Shugert & wife to J. Ed. Burns,  
 S. page 148. Trustee for G. J. Shugert, Administrator of R. Shugert, dec'd.,  
 to secure \$ 4847.  $\frac{03}{100}$ .

Released  
 Jan 11 1889

I hereby certify that the foregoing is a true and correct abstract of  
 the title of the lot therein named; which title is a good one,  
 when the two deeds of trust <sup>last</sup> above mentioned are released, the

9. Superior Drill Co vs J L Davis re Judgt May Term

1888 for

\$ 70.00

Int: from October 4<sup>th</sup> 1887

costs

9.00

Examination made for W<sup>m</sup> Chas S. Lee.

Saml G. Moore Att'y.

Hamilton } The tract of land now owned by H. J. Rogers, which he is about to  
J. Rogers } sell to W<sup>m</sup> J. Whitacre, containing about 121 acres 1 rood & 8 poles, is  
part of a larger tract which belonged to W<sup>m</sup> Towers, dec'd, at the  
time of his death.

1. On the 1<sup>st</sup> day of January 1830, Elie Swearingen, by deed of that date which was not recorded until October 25<sup>th</sup> 1839, conveyed to said W<sup>m</sup> Towers a tract of  $447\frac{3}{8}$  acres of land - Deed Book A. page 352; and on the 16<sup>th</sup> day of November 1840, James Taylor & Griffin Taylor, by deed of that date, conveyed to said W<sup>m</sup> Towers another tract, adjoining the above, containing 368 acres 1 rood 10 poles.

Said W<sup>m</sup> Towers held and occupied the two, as one tract, until his death in 1862, when he left said lands, free from incumbrances of any sort.

Ge

4.  
2. Said W<sup>m</sup> Sowers by his will, which was admitted to probate May 17<sup>th</sup> 1866, authorized and empowered his Executors to sell all his land, and divide the proceeds of such sale among his twelve children. The one twelfth of said proceeds he bequeathed to his Executors, in trust to use and expend the interest, and so much of the principal as might be necessary, for the benefit of his son W<sup>m</sup> B. Sowers, and his wife and issue, so as to give them a comfortable support for and during their lives; and after the death of his said son and his wife, anything left of principal and interest was to be divided among the issue of his said son, according to law. Circuit Court will Book A, page 101.

3. On the 1<sup>st</sup> of September 1868, J. G. Kerfoot and P. M. Carmich, Executors of said W<sup>m</sup> Sowers, dec<sup>d</sup>, under the authority conferred upon them by said will, sold this tract of 121 a 1 r 8 p. of land W<sup>m</sup> B. Sowers, Trustee for his wife, Catherine K. Sowers and his children, and conveyed the same to said trustee by deed of that date, recorded in Deed Book 9, page 1, in which a vendor's lien was reserved.

4. On said 1<sup>st</sup> day of September 1868, said W<sup>m</sup> B. Sowers Trustee and his said wife, conveyed said land to H. H. M. Carmich Trustee, to secure the payment of the purchase money due to said W<sup>m</sup> Sowers Executors. Deed Book 9, page 3.



5. The purchase money not having been paid, and H. M. Carmick the trustee in the deed of trust given to secure it, having died, Marshall M. Carmick, substituted trustee, on the 14<sup>th</sup> of January 1876, sold the land at public sale, and it was purchased by F. J. Kerfoot, trustee for said W<sup>m</sup> B. Lovers, his issue, and was by deed of that date conveyed to said Kerfoot upon the following trusts, to wit, in trust for said W<sup>m</sup> B. Lovers and his issue, under the will of W<sup>m</sup> Lovers, dec<sup>d</sup>, and subject to the provisions and limitations and on the trusts in said will contained. A vendor's lien was reserved in said deed, to secure three purchase money bonds for \$566,28<sup>3</sup>/<sub>4</sub> each, due one, two and three years from December 31<sup>st</sup> 1875, with interest from said day. Deed Book M, page 163.

6. Said W<sup>m</sup> B. Lovers having died, a Bill in chancery was filed by Henry Tapscott & wife, the latter being a daughter of said W<sup>m</sup> B. Lovers, against George Lovers and others, for partition of the land, and in that suit the court having ascertained that it was not susceptible of partition, entered a decree to sell it. Sale was made by A. W. McDonald & J. H. Moore, Sp<sup>l</sup> Com<sup>rs</sup> appointed by the court, and H. J. Rogers bought it. The sale was duly confirmed by the court, and said Sp<sup>l</sup> Com<sup>rs</sup> were directed to convey the land to him, which they did by deed dated October 8<sup>th</sup> 1887. Deed Book T, page 346.

7. Said H. J. Rogers, on the 8<sup>th</sup> of October 1887, conveyed said land to A. Moore Jr,

trustee, to secure two purchase money bonds to A. M. Donald & J. L. Moore Sp<sup>d</sup> Com<sup>rs</sup> for \$1051,  $\frac{27}{100}$  each, both dated said October 8<sup>th</sup> 1887, one due twelve months and the other two years, after date, with interest from September 30<sup>th</sup> 1887.

As agreed between Mr Whitacre and myself, I have only traced the title back to the year 1836, when Clarke County was organized, without going to Winchester to examine the records there. This it seems unnecessary to do, as the lapse of more than fifty two years seems a sufficient protection against any claim prior to that date. The title to the land, so far as this examination goes, is a perfect one.

The only incumbrances on the property are the vendors lien reserved in the deed from Marshall M. Carmich, substituted trustee, which should be released upon the record; and the deed of trust given by H. G. Rogers to A. Moore Jr. Trustee, mentioned in clause T; which will be provided for in the purchase made by Mr Whitacre. These two matters being attended to, the purchaser will get a good title, free from incumbrances. Given under my hand this 7<sup>th</sup> day of March 1889.

Saml J. L. Moore  
Attorney at Law.

For Mr W<sup>m</sup> J. Whitacre.

Abstract of title of lot belonging to Isham K. Briggs in blank bo: 1<sup>st</sup>  
 1. The tract of land of which said lot was a part, was sold and conveyed  
 by Lawrence Lewis wife to Warner Washington, by deed dated October 24<sup>th</sup> 1818.

2. Said Warner Washington by his will devised the same to his son Fairfax Washington.

3. Said Fairfax Washington on the 6<sup>th</sup> day of May 1833, conveyed it to  
 Dan W. Sowers. The two deeds above named, and the will of Warner Washington  
 are recorded in Frederick bo: 1<sup>st</sup>, of which blank bo: was then a part.

4. Said Dan W. Sowers having applied for the benefit of the Bankrupt law, and  
 having surrendered said tract of land in his schedule, an order was entered in the  
 District Court of the United States for the Western District of Virginia sitting in  
 Bankruptcy in Harrisonburg, for the sale thereof free of liens, and Saml B Moore  
 and Holmes Barrad were appointed Special Commissioners of said Court to make  
 the sale. After due advertisement they exposed the same to sale, to the highest  
 bidder, and Chas L. Wood, Lewis R. Smith, John Bromley, Province M Cormick and  
 Marshall M Cormick became the purchasers thereof. The sale being reported to said Court,  
 was by it confirmed and a deed ordered to be made to the purchasers, which was done,  
 and said deed dated Dec: 10<sup>th</sup> 1873, will be found in deed book L. page 109 of

the records of Clarke County.

5. Said Province M' Cormick Jr and Elizabeth his wife, by deed dated April 6<sup>th</sup> 1876, conveyed the one undivided fifth of said land to said Marshall M' Cormick. Deed Book N. p. 362.

6. Said John Bromley & Martha his wife, by deed dated April 10<sup>th</sup> 1877, conveyed the one undivided fifth of said land to said Marshall M' Cormick. Deed Book N page 43.

7. Said Chas L. Wood and Mary C. his wife, and said Lewis R. Smith & Elizabeth his wife, by deed dated Dec: 10<sup>th</sup> 1877, conveyed two undivided fifths of said land to said Marshall M' Cormick. Deed Book N. page 231. Thus the title to the whole property became vested in said Marshall M' Cormick. All the purchase money due under these several sales has been paid, and the several deeds of trust given to secure the same have been released.

8. Said Marshall M' Cormick & Rosalie T. his wife, by deed dated June 5<sup>th</sup> 1882, conveyed this lot of two acres, part of said tract to Isham K. Briggs & Hugh Whiting. Deed Book 2. page 411.

9. Said Hugh Whiting (then an unmarried man) by deed dated June 25<sup>th</sup> 1883, conveyed the undivided half of said lot to said Isham K. Briggs - deed book 2.

page 138; in which deed Marshall M. Lermich united to release his vendor lien reserved in the deed from him (N<sup>o</sup> 8.)

### Encumbrances.

The only encumbrance on the lot is that of a deed of trust from said Jeham K. Briggs and Lucy K. his wife to J. B. Briggs Trustee for Lucinda Briggs, dated Aug 17 1883 - deed book I page 138. The interest upon this debt has been paid to April 1<sup>st</sup> 1890, and the entire debt will be discharged out of the loan now to be made by the O. D. B. & L. Association. The amount of said debt is \$675. <sup>00</sup>/<sub>100</sub>.

Given under my hand this 12<sup>th</sup> day of June 1890.

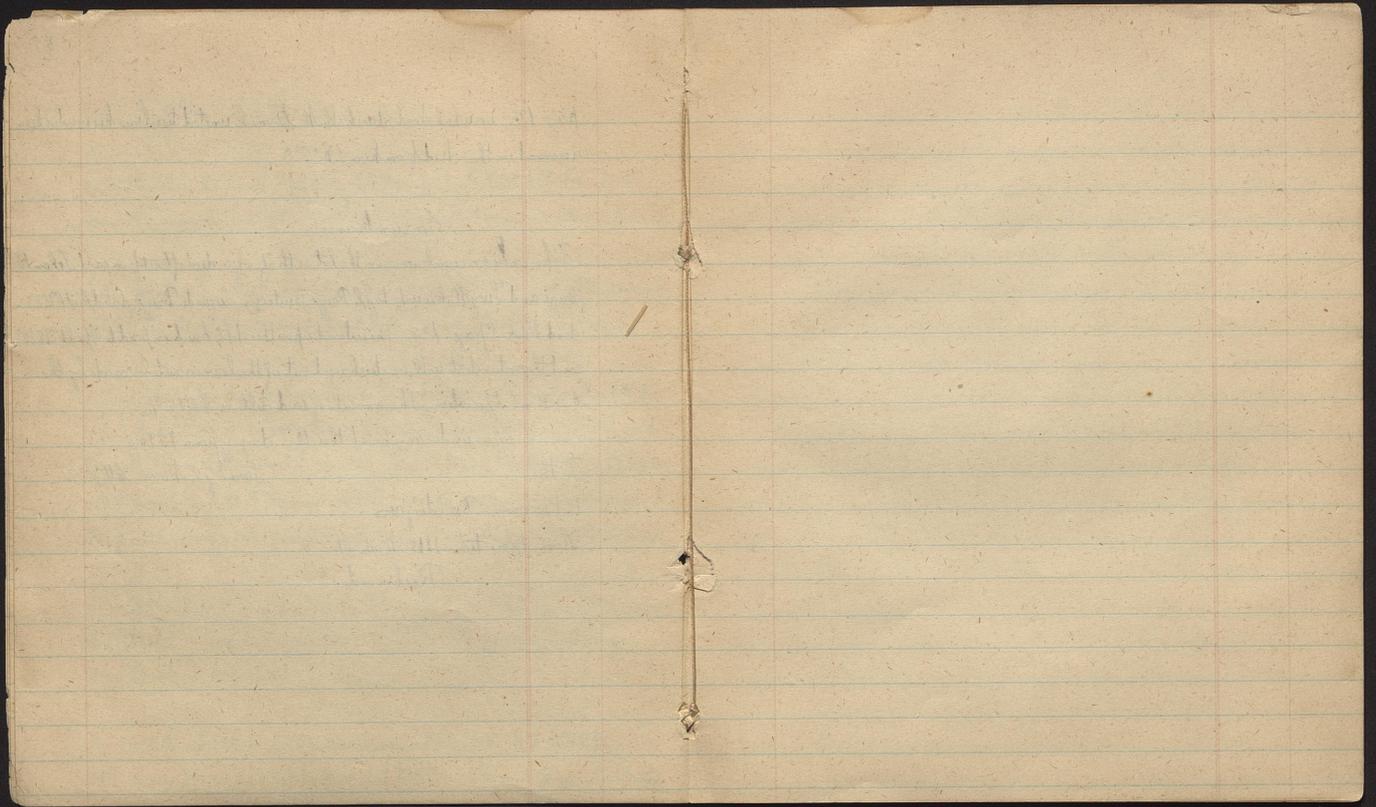
To the

Saml J. Moore Atty.

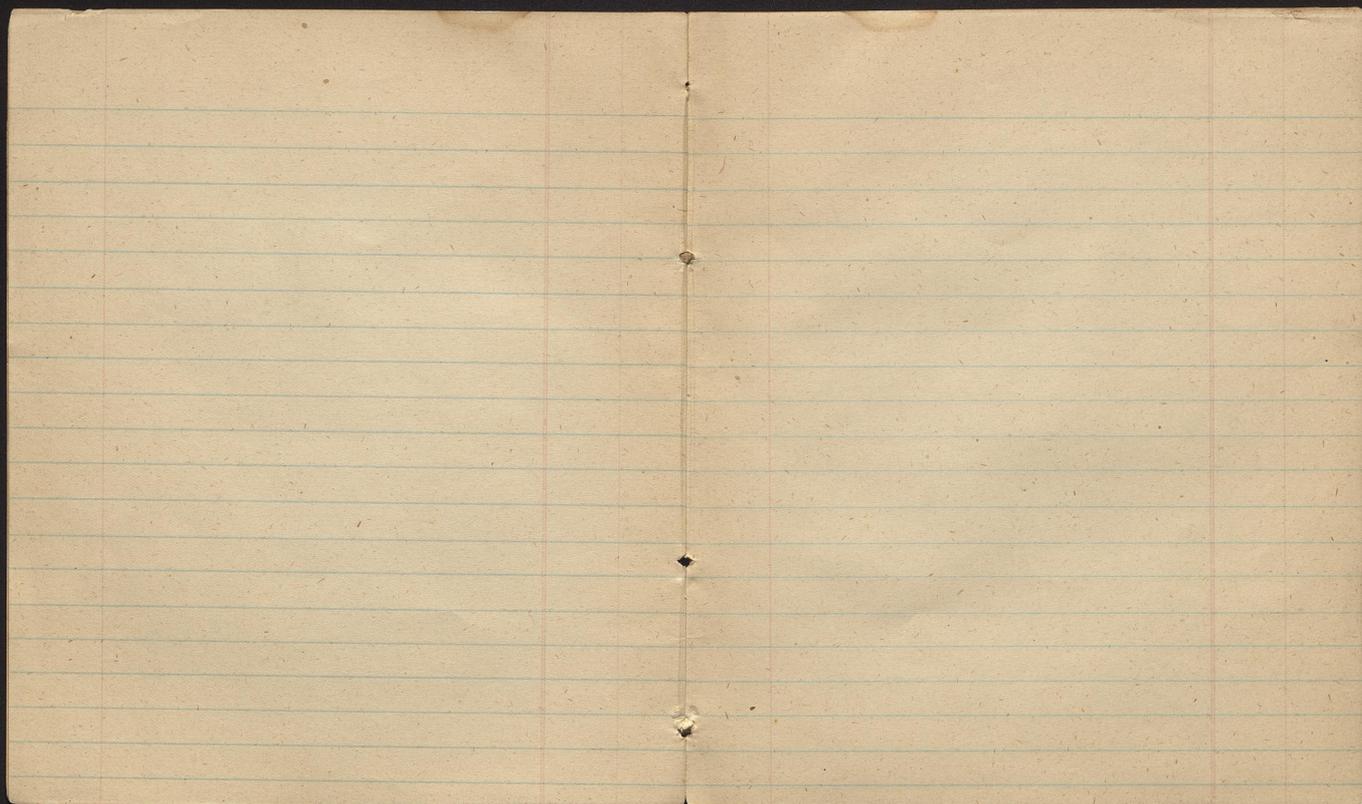
Old Dominion Building Co

Loan Association. 1115 Main St.

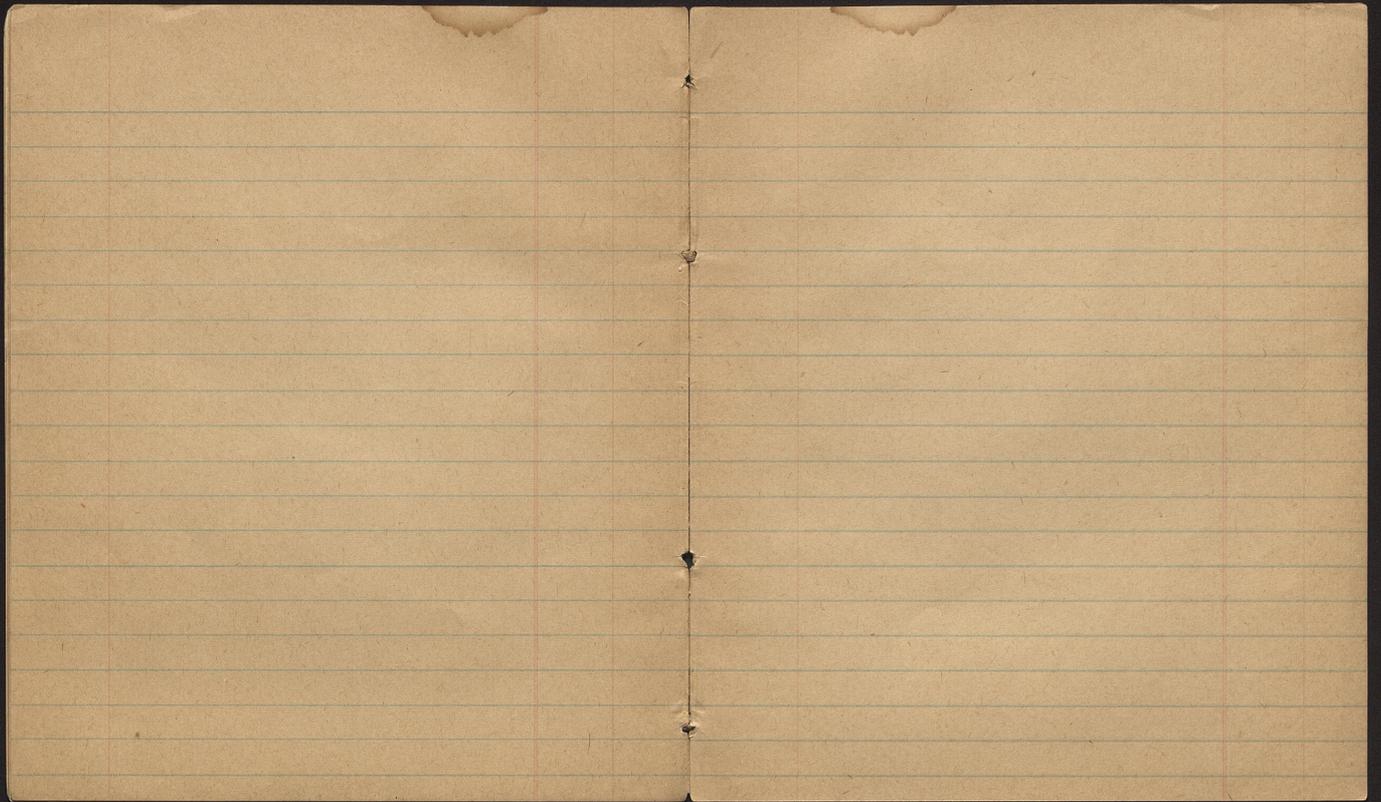
Richmond.



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credit for pair more or than the blue at \$30.00,  
what - shall I do - my dress is almost fini-  
shed. Then made it - nice - had to spend  
\$15.00 to get it - trimmed -

Wood is going up so dreadfully low, that  
I am very uneasy about my washing - I under -

Word that the farmers here intend to  
ask \$60.00 a cord this winter. if so we  
will have to change quarters. Forley will  
write to you next time. He is fatter now  
than he ~~was~~ has been since he came here.  
Good bye your truly. Ellen Moore

Are you all Freeholders of this vicinage  
and no ways related to either party?

You shall impartially and to the best  
of your skill and judgment view the  
lands through which the road is  
proposed to be constructed and say  
to what damage it will be to the  
Proprietors thereof, taking into estimation  
as well the use of the lands to be laid  
open for such road as the additional  
fencing which will thereby be rendered  
necessary and a true verdict give  
according to the evidence.  
So help you God.

~~George P. Co. Carter~~  
~~Joseph H. Carter~~

Christopher Erb

Wm A. Riely

A. Mar. Monroe

~~Thos W. Russell~~

John B. Carter

Franklin B. Carter

Chas J. Carter

John N. Kimmel

John K. Southan

Thos Jones

Jas. M<sup>c</sup> Cormick

Joseph B. Lock

The Commonwealth of Virginia  
To Jas. F. Millon Sec. Clerk of Clarke County Court  
Greeting.

Whereas heretofore, to wit. at a County  
Court begun and held for Clarke County  
at the Court House thereof on Monday  
the 12<sup>th</sup> day of February 1872.

On the petition of Jesse N. Russell to open a  
new road in Longmarsh Township in  
this County beginning at a point in the  
woods on the line of Baird + Ricord, and  
running North East on the line of Baird  
and Ricord, and Ricord + Jos. R. Hardsley  
to the Charlestown + Winchester road, a  
distance of about  $\frac{3}{4}$  of a mile, it is ordered  
that Rice W. Levi, Commissioner of Roads of  
said Township report to the next term of this  
Court according to Law and afterwards  
to wit. at a County Court begun and held  
for the said County on the 8<sup>th</sup> day of April  
1872. Upon the application of Jesse N. Russell  
to open a public road beginning at a point  
in the Wadesville road and running on the  
line first of Ricord and Geo. Baird, and then  
of Ricord and Jos. R. Hardsley by a straight  
course to the Charlestown and Winchester  
road. The Report of Rice W. Levi, Commissioner  
of Roads in Longmarsh Township was  
this day returned, and filed, It is ordered

That J. Cross Tenant on the land of Geo. Baird  
- Ricord and - Geaseny Tenant on the  
land of Geo Baird and Joseph R. Hardesty  
be summoned to the first day of the  
next Term of this Court to shew cause  
if any they can why said road should  
not be opened as proposed.

The said Road Commissioner made  
a report in these words.

To the Court of Clarke County Va  
Your Honour,

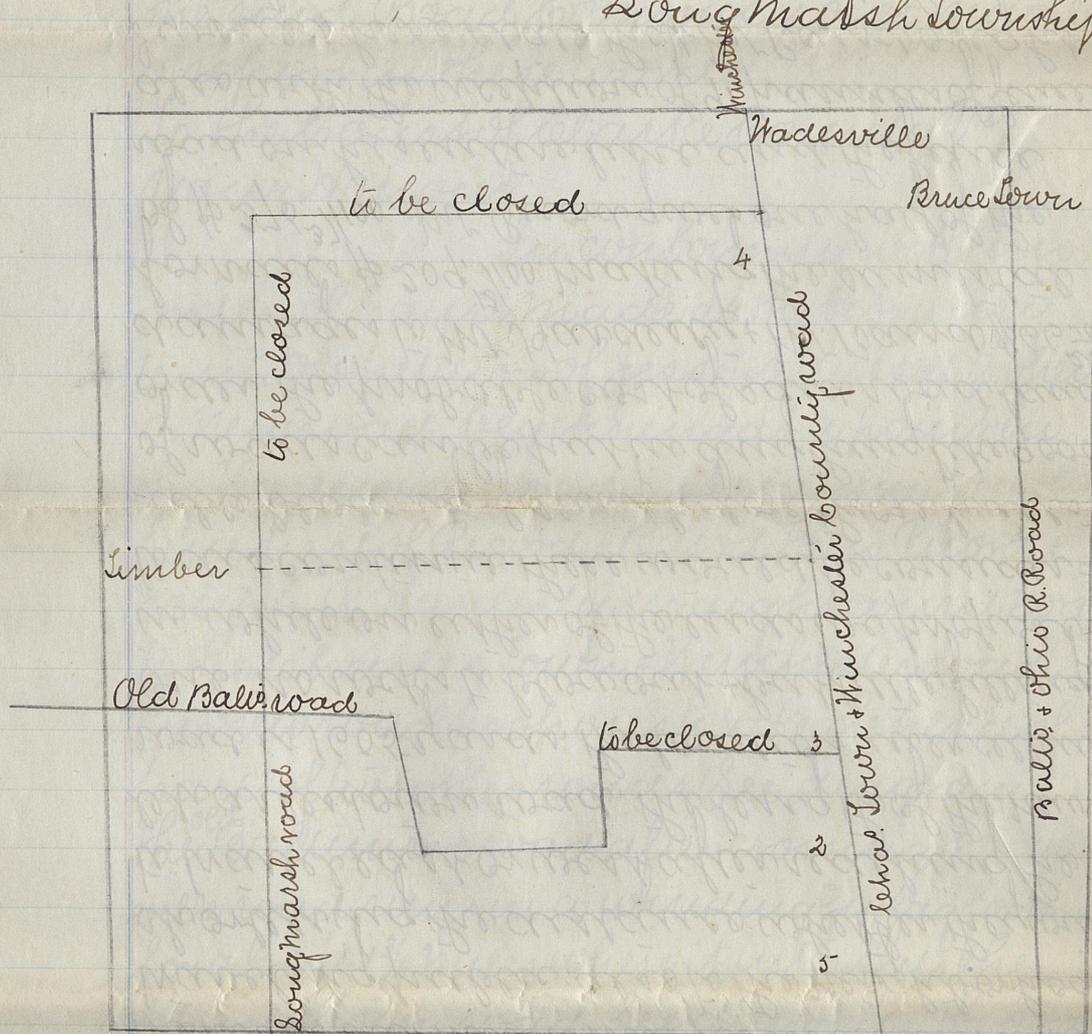
In conformity with an  
order of Court made at the February  
term, On petition of Jesse A. Russell to open  
a new road, beginning at a point in  
the Wadesville road and running on the  
line first of Ricord + Baird then Ricord +  
Joseph R. Hardesty straight course north  
to the Charles Town + Winchester road.  
This new road proposes to take the place of  
parts of two other roads. (See diagram)  
The <sup>old</sup> Baltimore road after crossing the Wades-  
ville road runs in a winding zigzag form  
for about  $1\frac{3}{4}$  miles where it intersects the  
Charles Town road. "See diagram" The Long  
Marsh + Wadesville road after leaving the  
point where the beginning of the proposed  
new road is, runs West in a winding manner  
for about  $1\frac{1}{2}$  miles to the Charles Town and

Wadesville road (See diagram) the proposed new road strikes in the centre between those two ends of roads, not only a saving to the country the expense of working the road but much more convenient to the traveling public, also to the neighborhood shortening the distance whether they wish to travel east or west after reaching the Charles town road. The length of the new road is 1605 yards. The location an excellent one, no rocks to blow out + but little filling in while on either of the ends we propose to discontinue there would be considerable blowing + filling before those parts of roads can be put in anything like good order. The probable cost of said road and damages to Mr. Hardesty + Mr. Baird \$66.<sup>25</sup>/<sub>100</sub> for nails \$209.<sup>13</sup>/<sub>100</sub>. Making the sum total of \$275.<sup>38</sup>/<sub>100</sub>. Mr. Ricord gives one half of the road on his entire line, and the fence also with the exception of 91 panels of fence I would here state that Mr. Baird ought to do the same as it would add to the convenience and value of his farm. I have written to him Baird on the subject but he has failed to respond, consequently he will claim damages, as also does Mr. Hardesty the probable amount of which is estimated in the former part of this report. There is no

yard, garden or orchard or any part thereof in this case that will have to be taken the names of land owners on the route are Messrs Ricard Baird + Hardesty all of which is respectfully submitted

R. W. Levi

Cours of Roads in Long Marsh Township



Remarks, The proposed new road is indicated by a dotted line the two angles or wings to be closed up which will save to the county for all time to come the working of nearly 2 1/2 miles of bad road, figure 5 represents Summit Point, 2 Seabold's Spoke Factory, 3 Pierces Shop, 4 Stacden Mill



Virginia ) In the County Court  
of Clarke County } Oct. May Term 1872  
At a County Court  
begun and held for the said County  
the 13<sup>th</sup> day of May 1872.

On the application of Jesse A. Russell  
to open a new road in Long Marsh  
Township in said County, beginning  
at a point in the Wadesville road and  
running on the line first of Ricord and  
Geo. Baird and then of Ricord and Jos.  
R. Hardesty by a straight corner to the  
Charles town and Winchester Road  
should not be opened as proposed,  
the summons against the land owners  
having been returned executed. On the  
motion of Jos. R. Hardesty who is not willing  
to accept the assessment of the damages  
made by the Commissioner in his report  
and the other land owners not appearing  
It is ordered that writs of ad quod damnum  
be awarded to the said Hardesty, Ricord  
and Baird, and there being no  
Sheriff of this County, nor to over by consent  
of parties by their counsel. It is ordered  
that Jas. F. Millon the clerk of this Court  
do execute the said writs on Saturday  
the 25<sup>th</sup> of May inst, and make return  
how he has executed the said writs according

in law.

Therefore we command you that you summon and impanel twelve able and discreet freeholders of the vicinage, no way related to either party to meet at some certain place on the ground through which the road aforesaid is proposed to be constructed, on the 25<sup>th</sup> day of May 1872, which freeholders shall be charged by you impartially and to the best of their skill & judgment to view the lands through which the said road is proposed to be constructed and say to what damage it will be of to the Proprietors thereof, taking into estimation as well the use of the lands to be laid open for such road as the additional fencing which will thereby be rendered necessary, and that the inquest so made and sealed by the jurors together with this writ, you return to the Judge of our said County Court, at the Court House of said County on the 1<sup>st</sup> day of the next Term of said Court.

Witness. Geo. Glass, Clerk of our said Court at the Court House aforesaid, the 23<sup>rd</sup> day of May 1872. and in the 96<sup>th</sup> year of the Commonwealth.

Geo Glass. cc

I notified the proprietors  
of said lands of the  
day appointed for  
the execution of this  
work

James F. Michon  
Crier

Writ of ad quod  
damnum on the  
application of  
Jesse A. Russell, to  
open a Road to be  
executed on Saturday  
the 25<sup>th</sup> day of May  
1872.

The Jurors summoned in  
the within named cases  
are as follows to wit:  
Christopher C. Johnson  
Jimmie J. McDonnell  
Jno. B. Carter, Thos. Jones  
Josiah R. Lock, G. F. Carter  
Marshall Monroe, Jas  
W. Langham, Franklin  
B. Carter, Wm. A. Reilly +  
Jno. V. Southan, Jno. H. H. H. H.  
The lands of Jos. B. H. H. H. H.  
- Record + 26 found on  
the 26<sup>th</sup> day of May, 1872  
The day named in the  
said writ and after being  
duly sworn by me in  
each case, viewed the  
lands and signed and  
sealed their inquests,  
which are herewith  
returned. (over)

The Commonwealth of Virginia,

Fredrick

To the Sheriff of ~~Clarke~~ County, Greeting:

We command you that you summon *Ino G Morris* Executor of *Jacob Eiders* dec<sup>d</sup>  
*Catharine Eiders* (widow of said *Jacob Eiders*) *Ino G Morris* & *Ann*  
his wife, *Marcus Eiders*, *Cornelia Seke*, *Sarah Moore*, *Catharine Eiders*  
*John B Campbell* & *Elizabeth* his wife, *Jacob D Tiger*, *George W. Keller*  
& *Alberta* his wife, *Charles Bush* & *Savinia* his wife, *James Tiger*  
*Charles R. Tiger* and *Anna J. Tiger*

to appear at Rules to be held in the Clerk's Office of our *County* Court of *Clarke* County  
on the first Monday in *November* to answer a *Bill in Chancery*  
exhibited against them in the said Court by *George C. Blakemore*

and have then and there this writ.

Witness, GEORGE GLASS, Clerk of our said Court, at the Court-House aforesaid, the

19<sup>th</sup> day of *October* 1871, and in the 96<sup>th</sup> year of the Commonwealth.

*Geo. Glass c c*

County Court  
Geo. C. Blakemore

vs Sum. in Chancery  
Jacob Euders Ex<sup>or</sup> &  
Others

To Nov. Rules 1871  
Moore & McCormick  
for Complt.

Inscribed upon Catherine  
Euders, Elizabeth  
Campbell Jacob W  
Tiger Geo. W. Fuller and  
Alberta his wife and  
Anna J Tiger by dele  
ving Copies in person  
The Just. Geo. B. ...

C B Hume ork sth

Office R. H. Maury & Co.,

Stock and Exchange Brokers,

A. H. W. Gairne of  
Perryville.

Richmond, Va., 28 Oct

1874

Clarke Co Va

Dear Sir: We are in receipt of your 26th  
with proposition from W. M. Cornick to give us  
Cash for the principal of our claim W. D. Neill  
as representative of our note. The 13 Oct. '70 for \$282.<sup>34</sup> X  
one one Oct. '70 for \$584.<sup>53</sup> Total \$866.<sup>87</sup>

Less to be deducted \$99. due from late Gen  
D. A. W. G. - - - - - The accrued interest on

the \$866.<sup>87</sup> now amounts to over \$208. - and

we think W. M. Cornick ought to give us

the \$866.<sup>87</sup> & he pay in addition the \$99. - or

able not divide the amount - or give

the \$800. - as reported in our letter to you of

18 Aug. - but if he is inexorable close

for the principal \$866.<sup>87</sup> less the \$99. & remit

no check for same. & do as

In very resp  
R. H. Maury & Co

As attorney for Messrs R.H. Maury & Co and by an  
Order of the Court confirmed upon me by the within letter  
I assign and transfer to Marshall McComick  
all the rights, title and interest of the said  
R.H. Maury & Co in and to two certain judg-  
ments of the Jury term 1871 of the County Court  
of Clark against S.D. Mill in their favor one  
for \$282<sup>34</sup> debt + \$187 charges protest with six per  
cent interest from Oct 13. 1870 until paid and  
the other for \$584<sup>53</sup> with 6 per cent interest  
thereon from Nov<sup>r</sup> 4. 1870 till paid, and Saml  
J. Moore Special Com<sup>r</sup> is authorized to pay the same  
to the said McComick and the Clerk of  
the County Court is directed mark said judg-  
ments for the use of said McComick

Wm. Hunt atty for  
R. H. Maury & Co

Received November 10<sup>th</sup> 1871 of Saml J. Moore, Juniry Special Com-  
missioner in the case of Maury & Co vs S. S. Keiler, one thousand  
and ninety three dollars and sixty three cents, in full of judgments of  
R. H. Maury & Co vs S. S. Keiler, audited in the Com<sup>r</sup> report in said  
cause.

\$1093. <sup>63</sup>/<sub>100</sub>

Marshall McComick  
ass<sup>t</sup> Maury & Co

True statement of indebtedness to R Kowman.

to the estate of C Kowman as per register page 5

1st amt: Kowman - Dr to Estate -

1834- May 12	To bond of the days date	\$1686.19-
1835 May 16	To Cash 150.00 order on Bankhart & S-	225.00
June 9	To do for Books	33.70
1836 Nov 1	To rest of the whole house	100.00
		<u>358.70</u>

Estate Dr. to Rand: Kowman -

1840 Jan 6	By amt of account for med: services	212.00
1836 to 1840	By boarders lodgings at Mr. Baskin Adams from May 1836 to Nov. 1840 @ 75	337.50
1835	By services for attention to house of Wm. Miller dyestuffs & hair from May 1. to Nov. 1. 1835 -	250.00
		<u>799.50</u>
	deduct 4 credits	<u>358.70</u>
	due to K. Jan 1840.	<u>\$440.80</u>

To interest on the above sum of \$440.80 - from Jan - 1840. to present date -

Rand: Kowman Dr. to Estate for Bonds of R & L A K  
which have been charged in RK register

To Bond. date Nov 1835 due Nov 1. 1838 for \$1000.00		250.00
By - - - - - Credit. Nov 1 1838 -		<u>1000.00</u>
To bond date Nov 1831 due Nov 1 1837 -		250.00
By - - - - - credit Nov 1 1837		21.56 1/2
do do do do		<u>21.56 1/2</u>



My Father, Dr Randolph Kounslar, dec<sup>d</sup>, having by his will devised and bequeathed to my husband, Samuel J. G. Morse, in trust for my separate use, certain real and personal property; the realty consisting of one undivided ninth of a tract of about 120 acres of land in Clarke County, and of a house and lot in Berryville, and of about 500 acres of land in Berkeley County; and the personalty consisting of one ninth of his entire personal estate being chiefly debts due him; which said personalty and my share of the proceeds of the sale of the house and lot, have been expended in the purchase of a lot near Berryville, and the erection of a dwelling house thereon by my said Trustee, with my consent and at my request; All of which property, as well as any other that I may lawfully dispose of, if such there be, I now devise to dispose of by will.

I will and direct that all of said property shall be held by my said husband, so long as he may live; upon this special trust and confidence, that he shall use the proceeds or income thereof for his support and that of our children, during his and their lives; with authority in him, my said husband, to expend so much of the principal thereof as he may think proper and necessary, in educating our said children; And at the death of my said husband, I will and direct that the whole of said property, or so much thereof as may then remain, shall be equally divided among our said children then living, or their descendants, if any, such descendants taking the share their

parent would have taken, if alive. If all of our children should die in his lifetime, I give the whole of said property to him, my said husband. And I hereby authorize and empower my said husband, to make sale of the whole of said property, or any part or parts thereof, at any time he may think best to do so, and to hold or reinvest the proceeds of such sale or sales under the same trusts, and subject to the same ultimate disposition, as hereinbefore mentioned and set forth; in case of such sale or sales, the purchaser or purchasers to be in no manner bound or responsible for the application or reinvestment of the proceeds. Given under my hand this day of February 1871.

Signed and acknowledged by the Testatrix, as and for her last will and testament, in our presence, who at her request, in her presence, and in presence of each other, sign the same as witnesses.

This Agreement, made this 6<sup>th</sup> day of March 1861, between  
 Otho L. Williams, of the County of Wirt and State of Virginia, of the  
 one part, and Lewis T. Moore, Samuel J. b. Moore, James F. Traughern,  
 and James S. Love - said L. T. Moore being of the County of Frederick,  
 said S. J. b. Moore & Jas F. Traughern, of the County of Clarke, and said  
 James S. Love, of the County of Taylor - and State of Virginia;  
 of the second part; Witness, that whereas the said Otho L. Williams  
 has heretofore, to wit; on the 14<sup>th</sup> day of January 1861, leased from  
 George W. Copen, of the County of Wirt, for the purpose of digging, boring  
 or mining for oil, or any other minerals, a certain piece or parcel of land,  
 more particularly described in the lease from said George W. Copen, of record  
 in the Clerk's office of the County Court of Wirt County, said lease  
 being for the term of fifteen years; and whereas also a certain Thompson  
 Copen, by his deed dated the 20<sup>th</sup> day of December 1860, of record in  
 the Clerk's office of the said County Court of Wirt, did grant to the said  
 Otho L. Williams, the exclusive right and privilege of boring one or more  
 wells, for the purpose of obtaining oil ~~of~~ a certain tract of land in said  
 County of Wirt, more particularly described in said deed, of record as aforesaid;  
 and whereas also a certain William Petty & Amanda Petty, his wife,  
 by their lease, of record in the Clerk's office of the County Court of the  
 said County, did demise unto said Otho L. Williams, together with  
 E. b. Hopkins & J. L. Williamson, one & a half acres of land lying on Sugar  
 Camp drain in said County of Wirt, for oil or other mineral privileges,  
 for the period of 15 years, said lease bears date November 13<sup>th</sup> 1860, and re=  
 = ference is hereby made to it, of record as aforesaid, for a more complete  
 description of said land - the above named lease or grant from Thompson  
 Copen being for the period of 20 years; and whereas also a certain Alpheus  
 Dent, by lease dated the 26<sup>th</sup> day of December 1860, also of record in said  
 County of Wirt, did grant unto the said Otho L. Williams, and E. T. Gra=  
 = ham, for the term of 15 years, a certain piece or parcel of land in said  
 lease more particularly described, in the said County of Wirt; And whereas  
 also the said Thompson Copen, by his lease bearing date the 2<sup>nd</sup> day of March  
 1861, of record in said County of Wirt, did grant and lease unto said Otho  
 L. Williams one acre of land <sup>more or less</sup> in said County, for the space of \_\_\_\_\_ years -  
 which land is also more particularly described in the deed aforesaid; and whereas

This paper indicates my interest in the oil land  
 in Wirt Co Va. The deed executed by Otho Williams  
 was delivered to Jas F. Traughern for record -  
 Lewis T. Moore & S. J. b. Moore are promised by Traughern a share  
 from him for a third each in ten acres of  
 oil land on Kanawha river on Williams farm  
 The \_\_\_\_\_ acres was conveyed to Traughern by Williams  
 Also a third interest in the  
 oil of Irons Creek by grant  
 from M. Caldwell of Irons  
 County Va. Also an in=  
 = terest in the grant from  
 Ferris of Wirt Co Va.

William P. Rathbone, Johnson N. Camden, Gideon Draper Camden, John J. Jackson Jr., Judge William L. Jackson, Dr. William F. Bland, Benjamin W. Byrne, Richard Snowden Andrews, John H. Wear, Judge Matthew Edmons & Matthew W. Harrison, by their deed dated the 14<sup>th</sup> day of February 1861, of record in said County of West, did lease to said O. L. Williams, together with Edward L. Hopkins & Daniel Frost, a certain other piece or parcel of land in said County of West, for the purpose of obtaining Petroleum or Rock oil, said lease to continue until the first day of February 1880, subject to certain conditions in the lease mentioned, all which, together with a description of the land, will be seen by reference to the records aforesaid & but by a provision contained in the last named lease, the land conveyed thereby is not to be assigned or underlet without the consent of the parties of the first part thereto. And whereas finally, the said Williams has agreed, so far as he can lawfully do so, to convey his portion of his interest in said leased premises, to the parties of the second part hereto. Now therefore the deed unto both, that the said O. L. Williams for and in consideration of the sum of Four thousand dollars, does convey assign, set over, and lease to the said L. T. Moore, Samuel J. L. Moore, James F. Trayhern & James I. Love, as follows, to wit; to each of said parties the one fifth of the one half of his entire interest, whatever the same may be, in the property conveyed by each of the leases from said George W. Coppen, Thompson Coppen, William Petty & wife, Alpheus Dent & Thompson Coppen hereinbefore described & the said grantee herein, to take hold the respective interests herein granted & conveyed to them, according to the terms and provisions of the said respective leases, so far as the grantor herein is concerned and can convey the same, to the same extent and in the same manner precisely, as if they were parties to that extent in said original leases. And the said party of the first part, for the same consideration, hereby sells and grants unto the said parties of the second part, the four fifths of the one half, of all the oil which may be obtained on the land leased by him of said William P. Rathbone & others, that is to say the four fifths of the one half of the share of said Williams in such oil as may be procured on said Rathbone leased premises.

The interests of E. L. Hopkins in the lease from W<sup>m</sup> Petty & Amanda, his wife, to said Hopkins, Williamson Williams above mentioned, having

been assigned by him to said Williams on the 10<sup>th</sup> day of January 1861, is hereby also conveyed to said parties of the second part, in the proportions hereinbefore mentioned, viz; the one fifth of the one half to each. The said Williams reserves to himself the one half of all of said leased premises, and also the one fifth of the other half.

The said Williams being also entitled, by virtue of an assignment from John Coppen of a title bond executed by Thompson Coppen to said John Coppen, to the one half of the land mentioned and described in said title bond, also lodged in the clerk's office of the County Court of West, also sells and conveys to said parties of the second part, the one fifth of the one half, each, of the said land described in said title bond & said land being part and parcel of the land conveyed by said Thompson Coppen to said Williams, by lease dated December 20<sup>th</sup> 1860; the other half of which said land has been assigned heretofore by said Williams to Dr. Hunt & John M. Day.

And the said parties of the first and second part do hereby enter into an association and co-partnership for the purpose of digging and boring for oil on the lands hereinbefore mentioned & described, upon the following terms, to wit; the said parties to furnish the amount of capital necessary for the purpose of conducting said business, of securing said oil when procured, and of delivering the same into market, in proportion to their respective interests, viz; The said Williams the one half, and the one fifth of the other half, and the said L. T. Moore, Sam<sup>l</sup> J. L. Moore, James F. Trayhern & James I. Love, each the one fifth of the one half; and the said parties to share the profits of such business, or the losses thereof, in the same proportions.

Witness the following signatures and seals

Statement of Accounts J.B. Davis atty in c with Mrs Julia L. Davis

1896		Receipts	
Feb	12 <sup>th</sup>	To Balance in Book	27 57
	15 <sup>th</sup>	Bank #112 E. Franklin St	76 80
	19 <sup>th</sup>	Removal of note State Bank	787 47
March	17 <sup>th</sup>	Bank #112 E. Franklin St	77 50
	23 <sup>rd</sup>	Removal of note State Bank	639 82
April	17 <sup>th</sup>	Bank #112 E. Franklin St	76 00
	27 <sup>th</sup>	Removal of note State Bank	885 90
May	16 <sup>th</sup>	Bank #112 E. Franklin St	76 75
	27 <sup>th</sup>	Removal of note State Bank	762 86
		Sale of articles at Auction	28 45
June	15 <sup>th</sup>	Bank #112 E. Franklin St	77 50
	24 <sup>th</sup>	Removal of note State Bank	839 82
		Bank Old Stone House (part)	8 00
July	8 <sup>th</sup>	Dividends on 20 Shares State Bank Stock	70 00
	16 <sup>th</sup>	Bank Old Stone House	13 85
	17 <sup>th</sup>	Dividends on 35 Shares Planters Bk of Tennille	30 62
	20 <sup>th</sup>	Bank #112 E. Franklin St	76 00
	29 <sup>th</sup>	Removal of note State Bank	885 90
Aug	18 <sup>th</sup>	Bank #112 E. Franklin St	77 50
		Old Stone House (part) Less Com	7 50
	29 <sup>th</sup>	Removal of note State Bank	762 86
Sept	16 <sup>th</sup>	Bank #112 E. Franklin St	77 50
	28 <sup>th</sup>	Removal of note State Bank	639 82
		Bank Old Stone House	16 15
		Bank Com	0 85
Oct	22 <sup>nd</sup>	Bank #112 E. Franklin St	77 50
		Old Stone House	10 40
	27 <sup>th</sup>	Sale of articles at Auction	45 56
		Removal of note State Bank	885 90
Nov	13 <sup>th</sup>	Bank #112 E. Franklin St	77 50
	21 <sup>st</sup>	Removal of note State Bank (part) Less Com	732 25
	22 <sup>nd</sup>	Bank Old Stone House	13 50
Dec	16 <sup>th</sup>	Bank #112 E. Franklin St	77 50
	26 <sup>th</sup>	Removal of note State Bank	639 82
Jan	22 <sup>nd</sup>	Bank Old Stone House	10 45
	4 <sup>th</sup>	Dividends 20 Shares State Bank Stock	70 00
	17 <sup>th</sup>	Bank #112 E. Franklin St	30 62
	28 <sup>th</sup>	Removal of note State Bank (part) Less Com	77 50
Feb	17 <sup>th</sup>	Bank #112 E. Franklin St	787 47
		Bank #112 E. Franklin St	76 00
		Old Stone House	13 25
March	28 <sup>th</sup>	Removal of note State Bank	738 25
		Payment on "Gold Chain" N.B. Taylor	738 78
		Commission	28 32
April	16 <sup>th</sup>	Bank #112 E. Franklin St	77 50
		Old Stone House	19 00
		Bank #112 E. Franklin St	76 75
		Old Stone House	16 62
		Fresh Order of articles at Auction	38 50
May	12 <sup>th</sup>	Removal of note State Bank (part) Less Com	541 38

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1896		Expenditures	
Feb	12 <sup>th</sup>	Call Lemping C.P. Stone	3 00
	19 <sup>th</sup>	Payment of note State Bank	800 75
		Bank Com	41 50
March	30 <sup>th</sup>	Call Julia L. Davis	2 75
April	17 <sup>th</sup>	Payment of note State Bank	3 50
	23 <sup>rd</sup>	Call Julia L. Davis	6 50
	24 <sup>th</sup>	Payment of note State Bank	30 00
	27 <sup>th</sup>	Change of note State Bank	1 00
May	12 <sup>th</sup>	Change of note State Bank	2 00
	15 <sup>th</sup>	Change of note State Bank	65 00
	22 <sup>nd</sup>	Change of note State Bank	2 10
	28 <sup>th</sup>	Call Julia L. Davis	50 00
June	15 <sup>th</sup>	Call Julia L. Davis	30 00
	19 <sup>th</sup>	Expense of trip to Paducah	15 00
	24 <sup>th</sup>	1/2 Richards Taxes	80 50
July	30 <sup>th</sup>	Payment of note State Bank	650 00
	6 <sup>th</sup>	Supplies to Aunt Nannie	3 00
	10 <sup>th</sup>	" " " " " " " " " " " "	12 02
	14 <sup>th</sup>	Repairs plumbing #112 E. Franklin St	5 50
	17 <sup>th</sup>	" " " " " " " " " " " "	2 00
Aug	17 <sup>th</sup>	Call Julia L. Davis	50 00
	29 <sup>th</sup>	Payment of note State Bank	900 00
Sept	8 <sup>th</sup>	Morris furniture	1 00
	20 <sup>th</sup>	Call Julia L. Davis	40 00
	22 <sup>nd</sup>	Payment of note State Bank	775 00
	24 <sup>th</sup>	Primum down on Old Stone House	3 75
	18 <sup>th</sup>	Call Julia L. Davis	40 00
	28 <sup>th</sup>	Payment of note State Bank	650 00
Oct	22 <sup>nd</sup>	Repairs #112 E. Franklin St	1 00
	27 <sup>th</sup>	Call Julia L. Davis	40 00
		Primum down on #112 E. Franklin St 3 yrs	28 00
Nov	27 <sup>th</sup>	Payment of note State Bank	700 00
	6 <sup>th</sup>	Call Julia L. Davis	40 00
	7 <sup>th</sup>	Repairs chimney #112 E. Franklin St	15 00
	11 <sup>th</sup>	State Taxes Richmond	46 00
	13 <sup>th</sup>	Repairs J.B. Davis (for check state)	8 25
		Cost new range #112 E. Franklin St	26 00
		State Taxes Membership	1 75
Dec	21 <sup>st</sup>	Payment of note State Bank	775 00
	9 <sup>th</sup>	Call Julia L. Davis	50 00
	19 <sup>th</sup>	" " " " " " " " " " " "	50 00
		1/2 Richards Taxes	82 10
1897	24 <sup>th</sup>	Payment of note State Bank	650 00
Jan	4 <sup>th</sup>	Plumbing #112 E. Franklin St	4 00
	11 <sup>th</sup>	Plumbing repairs	2 00
	12 <sup>th</sup>	Storage of furniture	10 00
	17 <sup>th</sup>	Call Julia L. Davis	50 00
Feb	27 <sup>th</sup>	Payment of note State Bank	900 00
	18 <sup>th</sup>	Call Julia L. Davis	50 00
March	20 <sup>th</sup>	Payment of note State Bank	750 00
	6 <sup>th</sup>	Plumbing repairs #112 E. Franklin St	1 50
	8 <sup>th</sup>	Rebate Odd Chain Com #112 E. Franklin St	141 06
	10 <sup>th</sup>	Call Julia L. Davis	50 00
April	29 <sup>th</sup>	Payment of note State Bank	650 00
May	19 <sup>th</sup>	Call Julia L. Davis	50 00
	24 <sup>th</sup>	Repairs fire back #112 E. Franklin St	1 25
	31 <sup>st</sup>	Payment of note State Bank	80 00
	3 <sup>rd</sup>	Change for case Hollywood Section	7 00
	4 <sup>th</sup>	Plumbing repairs #112 E. Franklin St	6 00
	5 <sup>th</sup>	Balance in Book	151 91

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notes & a/c's still uncollected. This Commission can be allowed in future settlements as the money is collected.

There were some few items of this a/c for which no vouchers were produced, but I received them upon the sworn statement of the Administrator that they were correct, as they were for Expenses which were within the scope of his duties as Admin<sup>r</sup> and were for small items for which it would have been impossible to obtain vouchers.

At the request of Said Administrator I append below a list of bonds in his hands due the Estate by Certain of the distributees

List of notes due Estate

Note under seal of Thomas W. Flemming dated Feby 11<sup>th</sup>

1867 payable on demand to John W. Flemming #100 00

Note under seal of John W. Flemming and Thomas W. Flemming dated Feby 20<sup>th</sup> 1868 payable 6 months after date to John W. Flemming's Adm<sup>r</sup> 90 65

Note under seal of Thomas W. Flemming, dated Feby 20<sup>th</sup> 1868, payable 6 months after date to John W. Flemming's Adm<sup>r</sup> 33 53

Note under seal of Zachariah Flemming and Sarah A. Flemming dated Feby 10<sup>th</sup> 1868 payable 6 months after date to John W. Flemming's Adm<sup>r</sup> 129 80

The account of W. H. Rogers Administrator of John W. Flemming deceased having been laid before me a Commissioner of the County of Clarke County, for settlement, I gave the notice required by law and have now the honor to present below a statement of the a/c of said W. H. Rogers Administrator as afore said from which it will be seen that the amt due by said Administrator to the Estate on the 1<sup>st</sup> day of May 1869 will be \$1412.95, with interest thereon until paid.

March 2	"	"	"	W W Rogers his acf	104.81		
Febry 20	"	"	"	Tax bills	9.98		
"	"	"	"	" for crying sale	4.00		
"	"	"	"	" Clerk absale	2.00		
"	"	"	"	" Postage to Benyville	.03		
March 2	"	"	"	Wm Kendue	121.45		
"	"	"	"	James M Rice	7.38		
"	"	"	"	" paid printers bill	2.50		
"	13	"	"	" John Mauchels acf	32.81		
"	14	"	"	" Clerks fee bill	1.12		

				L. Sellers acf	45.00		
June 9	"	"	"	A L Yerby's acf	15.00		
July 1	"	"	"	A S Payne's acf	15.00		
Augt 29	"	"	"	W G Byrds "	13.25		
Sept 15	"	"	"	J J Lindsays "	6.00		
"	"	"	"	J B Lindsays "	3.60		
Oct 24	"	"	"	K B Griegbys acf	4.00		
Nov 30	"	"	"	fee bills	2.50		
Dec 26	"	"	"	J R Holland	5.07		
1869 Januy 22	"	"	"	Daingefield Loyd	78.95		
"				Commission on \$2139.29 @ 5 per cent	106.57		\$414.3

Arbndue Estate February, 1<sup>st</sup> 1869 \$2309.15  
 With legal interest on \$1412.95 from the 1<sup>st</sup> day of February 1869.

It is proper to state that of the above balance of \$2309.15 found due the Estate, about the sum of \$896.20 is represented by uncollected sale notes and acfs. The amt of money that has actually come to the hands of the admr is \$2139.29 from which if the amt of disbursements and Commissions to wit \$714.34 be deducted, it will leave the true balance in the hands of the admr on which interest is chargeable from the 1<sup>st</sup> day of February 1869 \$1412.95 as above reported.

I have only allowed Commission on the amt of money actually received, and not upon the sale

The Estate of Joseph Flemming dec<sup>d</sup>

In ac<sup>t</sup> with W W Rogers Adm<sup>r</sup>

1868

Febry 7	By Cash rec <sup>d</sup> of E A Smith by Adm <sup>r</sup>	42 80	
" 8	" Amt of W W Rogers note & interest	525 00	
" 20	By amt of sale of personally	1503 29	
March 2	" " rec <sup>d</sup> of Frazer for sheep	23 50	
" "	" " W Kendall's note & interest	110 00	
May 6	" " rec <sup>d</sup> of Fulls of Ohio for land	651 34	
Augt 22	" Bal in Frazer's note	100 50	
" "	" Amt interest in same	18 07	
Novr 30	" " rec <sup>d</sup> of Moon in D Laiding's	38 49	
Decr 26	" " " " I P Holland	11 60	
1869 Januy 22	" " of int in D Loyd's note	1 90	\$3026 49
	By Balance Carried forward		\$3026 49

Respectfully Reported

Edward White

Commissioner in Chancery

Cours fee for Copy

\$1.50



Copy of A/c of W. W.  
 Rogers Administra-  
 tor of So. Fleming  
 Dec 24

By amt brot forward			#3026149
1868	Dr		
Januy 27	To Cash pd toll & ferryage for self and sureties	1 00	
" "	" " " " Hotel bill for same	3 00	
" "	" " " " for stamps on bond	4 00	
" "	" " " " Attorneys fee	10 00	
" "	" " " " for blank book	50	
Febry 4	" " " " postage to Ohio	06	
" "	" " " " ferryage for Magistrate to qualify appra	30	
" "	" " " " 1/2 quire of paper	12	
" "	" " " " 1 bottle ink	10	
" "	" " " " Revenue Stamps on notes	20	
" 15	" " " " Haines for Coffin & Case	30 00	
" 18	" " " " Charles Frassels asc	1 50	
" "	" " " " postage to Richmond	03	