

BOYD CIRCUIT COURT.

Ashland National Bank Plaintiff,
william means, john means, margaret a adams
mary a adams Thomas McLintock and
Thomas M adams and E. C. Means administrators
of the estate of Thomas M adams with will annexed of the
state of Kentucky Defendant. } Order of Attachment.
Ernest F Williams and the Executors of the
estate of Thomas M adams

To the Sheriff of Boyd County:

You are hereby commanded to attach and safely keep the property of the de-
fendant William Means

in your county, not exempt from execution, or so much thereof as will be sufficient
to satisfy the claim of the Plaintiff, in this action. Ashland National Bank
for the sum of 1200 with int from 15th March 1891 Dollars and
thirty (30) Dollars for the cost thereof; and you will summons
the Garnishees to answer herein on the first day of the next June
term of said Court, and make due return of this order on that day.

Witness, BEN U. STEELE, Clerk of said Court, this 30 day of July 1892

Benn Steele Clerk,
By _____ D. C.

NOTICE: The person or corporation to whom this order of attachment is delivered is hereby summoned to answer as garnishee in this action on or before the first day of the next June Term, 189 2, of the Boyd Circuit Court.

John F. Hager
Attorney for Plaintiff.

No.
vs. } Order of Attachment.
To Term, 189
Came to hand day of
..... day at
..... minutes
..... o'clock, M.

Treasurer Report
 Low Moor Branch
 Dec 1892

NEW-YORK, February 8, 1892.

The Treasurer of THE LOW MOOR IRON COMPANY OF VIRGINIA presents to the Board of Directors the usual semi-annual statement, made up to December 31st, 1891 :

The amount at credit of Profit and Loss is	\$339,815 96
Against a balance, June 30, 1891, less dividends paid in September and December,	310,892 35
Gain for the six months,	\$28,923 61
The amount to the credit of Furnace Repair Fund has been increased	\$4,323 28
Sinking Fund by	3,962 22
	\$37,209 11
The extensive improvements in the railroad tracks, &c., have increased the cost of the Low Moor Branch Railroad	\$871 53
	\$36,337 58

The result of the business for the six months is hardly as favorable as shown by the above figures, for the reason that our sales have been principally of foundry iron, leaving the lower grades on hand, which, at the present time, would hardly command the price at which they are inventoried.

The cost of our product has been increased by the bad condition of the stoves, causing a large consumption of coke and limestone, a reduced out-put, with a much smaller proportion of the higher grades of iron than heretofore. Owing to our having an alternate stock, the stoves have been in constant use for more than eleven years, with only slight repairs; they now require a complete overhauling. This cannot be done while the Furnace is in blast, and the only remedy is to adopt the suggestion of the General Manager to put up two new stoves; this would enable us to repair the old ones at our convenience.

The large stock of iron on the first of January—nearly 11,000 tons—which has been constantly increasing since, with the light demand and a weakness in prices, make the out-look for the coming six months not at all favorable, as there seems little prospect of any advance while the production so far exceeds the consumption.

The interesting reports of the General Manager and Superintendent of the Mines, herewith, give a full report of the work done in the different departments.

If we have to face the large expenditure for new stoves, with so large a part of our available assets in iron, it does not seem prudent to make a dividend at this time. If the Board think differently, it should not be more than two (2) per cent.

Respectfully submitted.

EDWARD A. LOW,
Treasurer.

CONDENSED BALANCE SHEET.

Dr.	The Low Moor Iron Company of Virginia, December 31st, 1891.	Cr.	
Real Estate,	\$619,349 41	Capital Stock,	\$600,000 00
Low Moor Branch Railroad,	56,172 00	Bills Payable,	29,066 31
Furnace " B. "	84,877 59	Wages,	6,780 21
Inventories,	332,172 09	Hospital Fund,	950 11
Furniture, Agent's house,	1,306 37	Unsettled Accounts,	24,419 85
	\$1,019,777 46	Accounts bearing interest,	32,392 15
Cash with Treasurer,	\$16,682 72		\$693,528 63
" Agent,	6,510 57	Sinking Fund,	\$62,291 35
" Loaned on call,	10,560 00	Insurance,	9,247 13
	33,693 29	Furnace Repairs,	49,060 58
Loan to Thurmond Coal Co.,	\$8,000 00		130,599 05
" Rich Patch Iron Co.,	3,491 09	Profit and Loss,	339,815 05
	11,491 09		
Bills Receivable,	\$31,135 30		
John N. Gordon,	1,046 37		
Kruger, Redway & Co.,	8,447 28		
E. Pratt & Bro.,	3,429 83		
John L. Hogan & Co.,	318 08		
Sundry parties,	50,676 19		
	94,053 05		
Pendencies,	350 76		
New School House,	373 00		
	\$1,153,943 65		\$1,153,943 65

Statement of Iron Made, Inventory, &c., for Treasurer's Report, December 31st, 1891.

INVENTORY.		IRON MADE.	
Blast No. 4 A,	\$64,063 55	Iron made July,	3,349 ² / ₁₀₀ tons.
Transportation,	30 53	" August,	3,079 ² / ₁₀₀ "
Wood,	87 50	" September,	3,168 ² / ₁₀₀ "
Foundry,	563 75	" October,	3,170 ¹ / ₁₀₀ "
Limestone,	1,876 30	" November,	2,971 ¹ / ₁₀₀ "
Teams &c.,	2,981 70	" December,	3,372 ² / ₁₀₀ "
Farm,	346 25		
House Repairs,	1,948 00	Total for six months,	19,117 ¹ / ₁₀₀ tons.
Iron Product,	131,768 00		
Mines,	25,157 91		
Store,	29,428 60		
	\$352,172 09		
		ORE.	
		Ore from Mines, 6 months,	28,368 ¹ / ₁₀₀ tons.
		" purchased, 6 "	20,200 ¹ / ₁₀₀ "
		" consumed, 6 "	44,500 ¹ / ₁₀₀ "
		" on hand at Furnace,	19,690 ¹ / ₁₀₀ "
		LIMESTONE.	
		Limestone from Quarry, 6 months,	22,507 ¹ / ₁₀₀ tons.
		" consumed, 6 "	21,905 ¹ / ₁₀₀ "
		" on hand at Furnace,	200 ¹ / ₁₀₀ "

IRON PRODUCT.	
1,450 Tons at J. R. and N. Y. @ \$14,	\$20,300 00
9,265 " " Furnace, @ \$12,	111,216 00
18 " " Richmond, @ \$14,	252 00
10,730	\$131,768 00

Form No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after sending the message.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

THOS. T. ECKERT, General Manager.

NORVIN GREEN, President.

NUMBER

SENT BY

REC'D BY

CHECK

70 my time 10 PM via Sanford and fax

Received at

9-36 am

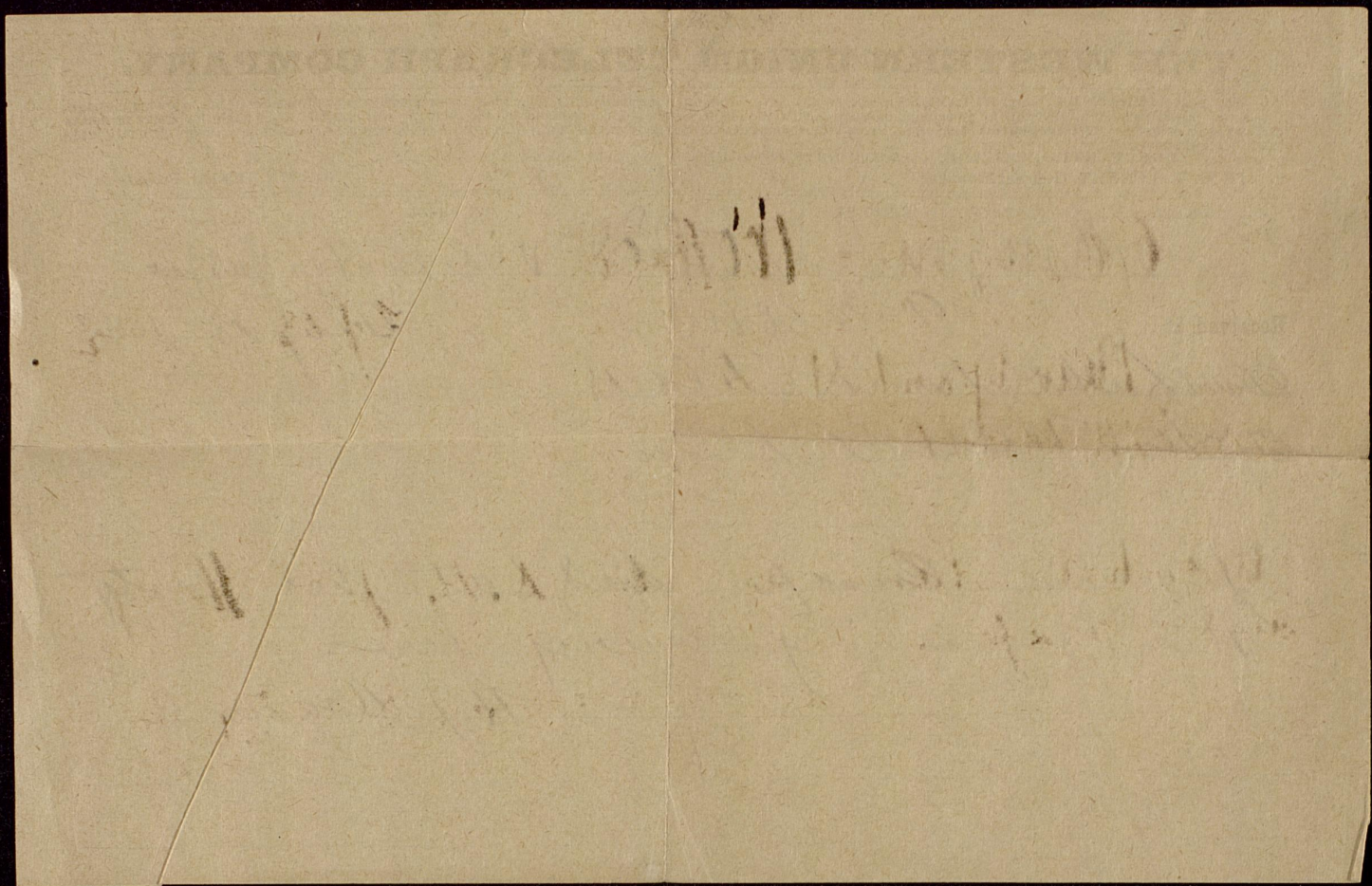
July 18 1892

Dated Lake Land Fla 18

To Hon Willis L Ringo

Jennie Cresap died at two forty
this morning bury here.

H. J. Drane



United States Circuit Court.

District of Kentucky.

Benjamin R. Cowen, Evan F. Williams, Complainants.
& A. S. Frazer, Trustees of an Express Trust.

Vs.

Thomas M. Adams & E. C. Means,
Administrators, with the will
annexed, of the estate of Thomas
W. Means, deceased, & John Means. Respondents.

THE JOINT ANSWER OF THOMAS M. ADAMS
& E. C. MEANS, ADMINISTRATORS, WITH
THE WILL ANNEXED OF THOMAS W. MEANS,
DECEASED.

The defendants answering bill of complainants herein, say:-

That decedent, Thomas W. Means, prior to 1880, had made two wills, in each of which he had made equal provision for his children hereinafter named, and they further say:-

That decedent, Thomas W. Means, mentioned in plaintiffs bill died testate in Boyd County, Kentucky, 8th. June 1890, leaving an estate, including \$136,035.75 hereinafter mentioned, estimated as of about the value of seven hundred and fifty thousand dollars, all of which by his will in said bill mentioned, after making certain unimportant specific bequests, he bequeathed and devised to his four surviving children, John Means, William Means, Mary A. Adams, Margaret A. Means, and his grandson, T. M. Culbertson, only child of his deceased daughter, Sarah J. Culbertson, to be divided equally among them.

That at the ^{date} ~~time~~ of the execution of said will, July 20th 1880, said testator, Thomas W. Means, had made advances to his children respectively, that were charged on his books amounting as follows:-

To John Means, \$79,314.36 and \$80,000.

To William Means, \$58,409.54 and \$80,000.

To Mary A. Adams, \$51,207.48 and \$80,000.

To Margaret A. Means, \$44,431.35 and \$80,000.

To Sarah J. Culbertson, \$29,609.82 and \$80,000.

(then deceased)
and afterwards made advances to them, respectively, all of which, were charged on his books, amounting as follows:-

To John Means, \$20,685.64

To William Means, \$41,590.46

To Mary A. Adams, \$48,792.52

To Margaret A. Means, \$55,568.65

That said advances were given, and by said testator, as well as by his said children, respectively, were at all times considered and treated, all and singular, as advancements and in no sense as loans, and all of same were advancements and not loans, and it was with reference to such advancements, made and to be made, and not with reference to loans, which said testator was accustomed to make to his children, taking notes therefor, that the testator provided by the fifth clause of his will as follows:- "I have made advances to
"my children which are charged to them respectively on my books, and
"I may make further advances to them respectively or to some of them
"and to my said grandson which may be charged on my books to their
"respective accounts. I desire the equal provision herein made for
"said children and the provision for said grandson to be a provision
"for them respectively in addition to said advances made and that
"may hereafter be made and that in the division, distribution and
"settlement of my said estate, said advances made and that may here-
"after be made be treated not as advancements but as gifts not in
"any manner to be accounted for by my said children and grandson or
"any of them or the issue of any of them".

And the foregoing are all the provisions of said will as to advances made or to be made.

That said testator for a number of years before his death was feeble in body to such an extent that, it would have over-taxed his strength to look after the details of his extensive business, & his son, John Means, actuated by filial affection and duty, and a proper regard for the interest of all concerned under an power of attorney constituting him agent and attorney in fact, executed by said testator, and requested by said Thomas W. Means so to do, looked after the details of the larger part of his father's business, and in the last three or four years of his life, when, as was well known to all of his said children, he had, by reason of great age and consequent infirmities, become and was in need of assistance in attention to details of his business, said John Means, with the full knowledge, acquiescence, assent and approval, as these respondents are informed and believe, of said William Means and of all of said testator's children, continued to look after his father's business as before as agent and attorney in fact under said power of attorney.

That during said period, in the year 1868, William Means, having full knowledge of the execution of said will, and of its provisions as to advancements, being in pressing need of money, applied to John Means, as said agent and attorney of his father, for large loans to him, of his father's funds, at the same time expressly promising and agreeing, as these respondents are informed, believe and charge to be true, to repay same, after ~~xxx~~ applying the proceeds of certain securities delivered therewith as collateral security, out of his distributive share of his father's estate. Thereupon said John Means, relying upon said promises and agreements, of said William Means in respect of charging his interest in the estate of his father as ultimate security for repayment thereof, made sundry loans

of the funds of said Thomas W. Means, to William Means aggregating Two hundred and Eighty thousand, three hundred and eleven and 42/100 dollars, (\$280,311.42), or more, and William Means executed and delivered the promissory notes and due bills mentioned in complainant's bill, payable to the order of Thomas W. Means, on some of which, and before the death of his father, said William Means caused large payments to be made, so that on the 6th. day of October, 1890, there remained unpaid of interest and principal, but One hundred and thirty-six thousand thirty-five and seventy five one hundredths dollars, (\$136,035.75), which sum was due from William Means on said notes and due-bills to said estate.

And these defendants say that none of said sums so paid to said William Means or remaining due from him, were, or were understood to be, advancements under the provisions of the will, or otherwise, but on the contrary that they were, and at the time were expressly understood to be, and by said William Means were declared to be loans to him, and accordingly on or about June 16th. 1890, immediately after the death of said Thomas W. Means, said William Means, executed and delivered to the defendant, Thomas M. Adams, a writing, in the words and figures following, the notes therein referred to being the notes aggregating said balance of \$136,035.75, viz:-

"June 16th. 1890.

I hereby direct the executor of the will of Thomas W. Means, or the personal representatives hereafter to be appointed, to charge against my distribut^{able} share as heir at law of Thomas W. Means or as devisee under his will, the notes heretofore given by me to Thomas W. Means; and I do further hereby assign such interest or share or sufficient thereof to pay and discharge such notes.

William Means.

Attest:-

James Means &
Mrs S. E. Drehnen."

And in pursuance of the duty of these respondents under the law, of the agreement and promise of said William Means to pay said debts out of his said share, and of said order to pay same out of his share, these respondents, as said administrators, charged same against his said share, and William Means executed and delivered to them the receipt in the bill mentioned for \$136,035.75 as and for so much of his distributive share of said estate received by him, and thereupon, in consideration of the premises, these respondents delivered the notes and due-bills in said receipt mentioned, but not in all respects as to amounts as in the copy of receipt set out in plaintiff's bill. The defendants file herewith, as an exhibit to this answer, a true copy of said receipt.

These respondents say that attached to note for Seventy-five thousand dollars (\$75,000.) in said receipts mentioned and surrendered therewith to William Means was a writing signed and delivered by William Means with such note, in words & figures following:-

"It is agreed as a part of the transaction by which I have procured a loan of Seventy five thousand dollars (\$75,000), upon the foregoing note, that the amount thereof and all interest shall be paid from my interest as devisee or distributee of the estate of Thomas W. Means, November 9th. 1888. (Signed) William Means"

And the said William Means executed similar writings, except as to the date and amount of money in the particular transaction, and attached same to each of the following notes mentioned in said receipt, viz:-

Note Forty-five thousand dollars (\$45,000.) Nov. 22. 1888.

Note One thousand six hundred and twenty dollars (\$1620)

November 17th. 1888, and requested, in writing, the payment of sums evidenced by note for \$15,027. March 19th. 1888, receiving same as a loan by said Thomas W. Means.

These respondents deny that the consideration for the execution or delivery of said receipt was in whole or in part, the pretended agreement to pay to William Means, twenty-five thousand dollars, or any other sum, and they say that neither of them ever made with William Means the agreement in the bill set up, to pay him twenty-five thousand dollars for signing said receipt, or any part thereof, or anything whatever; and they deny each and every allegation of the bill in respect thereto; and say that said receipt was not executed or delivered in whole or in part by reason, or in pursuance, of the pretended fraudulent agreement or combination in the bill set up, and that no such combination was ever made and they deny each and every allegation in the bill in respect thereof.

And these defendants say that neither of them had notice or knowledge of the pretended rights, or of any right of the beneficiaries of the trust set up in the bill at the time or before they charged said \$136,035.75 against said William Means' share of said estate under said will, or at the time or before said receipt was as aforesaid delivered to them or said notes and due bills were delivered by them to William Means, or any knowledge whatever of the claim or the existence of a trust in favor of the said wife and children of William Means before the summer of 1891, and they deny each and every allegation in the bill charging such notice or knowledge.

And these defendants aver that said indebtedness was at and from the date of the death of Thomas W. Means an equitable charge and set off against the share and legacy of William Means under said will and subject to the right of retainer in these respondents against the said share of William Means in said estate unaffected by the decree set out in complainant's bill or the alleged agreement on which the same is based.

And these respondents further answering say, that on the 31st. day of October, 1890, said William Means was indebted to Mary A. Adams in the sum of Sixteen hundred and fifty dollars, (\$1,650) and he was also on said date indebted to John Means, in the sum of Eight thousand four hundred and seventy eight and thirty three hundredths dollars, (\$8,478.33); and was also on that date indebted to Margaret A. Means in the sum of Sixteen thousand one hundred and twelve and 46/100 dollars, (\$16,112.46), and on that said date he (said William Means) delivered to these respondents three assignments and orders in writing signed by him, whereby he assigned to said Mary, A. Adams, John Means and Margaret A. Means, respectively, sufficient of his said one-fifth interest in said estate of Thomas W. Means, deceased, to pay said sums so loaned to him by them respectively, and further thereby ordered these respondents to make a note and memorandum of said assignment and distribute to them respectively, said sums due them out of the first money of his coming into the hands of these respondents without further order or receipts from them.

The terms of said orders are set out in that, in favor of Mary A. Adams, of which the following is a copy:-

"E. C. Means,

Thomas M. Adams, Executors of Thomas W. Means, deceased,

Gentlemen:-

I hereby assign to Mary A. Adams, sufficient of my interest in the estate of Thomas W. Means, deceased, to pay to her the sum of \$1650. advanced by her to me from time to time, and for which I am indebted to her; and you are further ordered and directed to make a note and memorandum of this assignment.

"You are further ordered and directed to pay to said Mary A. Adams, without further order or receipt upon my part the sum of

One thousand six hundred and fifty dollars, (\$1650) as aforesaid, out of the first distributive money of mine coming into your hands, without further order or receipt from me.

"You are directed to take her receipt for me, for so much money

{Signed} William Means.

Ashland, Ky.

October 31st, 1890".

The orders in favor of John Means and of Margaret A. Means are in terms identical with the order in favor of Mary A. Adams, differing only, in amounts and in the name of the payee.

Said Mary A. Adams, Margaret A. Means and John Means on said date received notice of said assignment and orders for payment of their said claims and accepted same, and respondents accepted same subject to their right as administrators to retain said \$138,035.75 and subject thereto, the said John Means, Margaret A. Means and Mary A. Adams claim the right to have said sums paid to them respectively out of the interest of William Means in said estate so far as the same may prove sufficient therefor. And these respondents further answering say:-

They deny that no settlement has been made of the transactions of John Means for his father; for they say: That by the judgment of the Boyd County Court, Kentucky, which Court then and there had jurisdiction of said matter, the respondent, Thomas M. Adams was appointed and duly qualified as committee of the person and estate of Thomas W. Means on the 3rd day of May 1890, and thereupon and in the life-time of Thomas W. Means received from John Means, who held custody thereof, the books, papers and effects of Thomas W. Means, in the possession of John Means, which books, by entries regularly made in current transactions of the business of Thomas W. Means by John Means, show all transactions made by John Means; and respondents aver

that said committee accepted said accounts, books and papers, as truly and correctly showing all such transactions; that said committee then accepted said surrender and showing as a full, complete & satisfactory accounting of John Means in respect of his transactions in that behalf; that the respondents have no reason to believe and do not in fact believe otherwise, than that the said accounting was full, accurate, just and correct in every respect, and aver and charge his said accounting was and is just and true in all respects.

They deny that they are or that either of them is under the dominion or control of said John Means, or that they have been or are colluding with him to hinder, delay or prevent an inquiry into his said transactions at all or with the purpose or effect of defrauding complainants or preventing them from receiving any portion of the estate of Thomas W. Means.

They deny knowledge, information or belief that John Means is indebted to the estate of Thomas Means, or that any further accounting of his said transactions will show him so indebted. They deny that Thomas W. Means for some years prior to his death was an imbecile, or that he was in imbecile condition for more than one year next before his death, or incompetent to transact business except within a year next before his death.

They deny that John Means acted as trustee for Thomas W. Means, self-const^{ituted}~~ituted~~ or otherwise, or otherwise acted for him except as agent and attorney under due appointment of Thomas W. Means as hereinbefore stated; and further deny all and all manner of collusion with John Means charged in said Bill with respect to his transactions for Thomas W. Means.

These respondents say they have no knowledge or information that the pretended agreement mentioned in the bill, between William Means and members of his family, was ever made except as

derived from an inspection of the record and decree in the Green County, Ohio, Court of Common Pleas, mentioned in the bill; but they have reason to believe that such agreement was never made, and therefore deny the same was made.

They are also informed, and believe, and so charge, that the decree in said suit was procured by fraud and collusion for the purpose of hindering, delaying and defrauding the creditors of said William Means, including these defendants, as administrators of the estate of Thomas W. Means, with full knowledge on the part of all of the parties to said suit, of the financial condition and insolvency of said William Means, as hereinafter alleged.

And further answering, respondents say:- They are informed, believe and charge that at the time and before said pretended agreement for family settlement alleged in the bill, was made, if made at all, William Means was hopelessly insolvent, and yet so remains, and was then largely indebted, in addition to his indebtedness due the estate of Thomas W. Means, hereinbefore set out, and that his entire property was and is insufficient to pay same, all which was then well known to William Means and to all members of his family; that before he incurred said indebtedness, and while in good financial condition, he had made an equitable provision and settlement for his family out of his property, by conveyance and transfer of large amounts of real and personal property to his wife, which she still owns, and then represented and still represents the value of a fair and reasonable, equitable settlement and provision for his said wife out of his estate.

And further answering, these respondents say:- That they are informed and believe that at and before the date at which it is alleged that said pretended family agreement and settlement was made,

all the family of William Means, had knowledge and notice of his said insolvent condition and of his inability to pay any of his indebtedness, except out of his share in his father's estate, and that his father was then eighty-seven years of age, and on account of infirmity and weight of age, was then incompetent to make or revoke a will, and that by the will of Thomas W. Means theretofore executed when of sound xx mind, one-fifth of said estate had been given to William Means, and that in due and natural course the said interest would soon become vested in William Means, and be subject in law to his indebtedness; yet for the purpose and with the intent of cheating, hindering and delaying his creditors, his said family induced him to enter into said pretended family settlement, if made at all, to place said expectancy and property in the hands of trustees for the benefit, not only of other members of the family, but for the use and benefit of the said William Means as well, the decree in establishing such trust providing, among other things, that said trust "shall continue during the life-time of the said William Means, unless all of said beneficiaries agree in writing, to an earlier termination thereof; and any agreement in this behalf, which they shall so make, shall be respected by said trustees", and these respondents have reason to believe, and so they aver, that the consideration for said agreement, set up in said bill, was nominal, merely, or, if not, was grossly inadequate to the value of William Means' interest in said estate at the date of said agreement, if x same was made, and that by reason of the premises, said agreement & transfer was fraudulent and void as to creditors of William Means, including the estate of Thomas W. Means.

Wherefore these defendants pray to be hence dismissed with their costs.

John F. Hager, &
Lawrence Maxwell, Jr. Attys
for defendants, Thomas M. Adams
& E. C. Means, Admsrs.

State of Ohio,

SS.

Hamilton County,

Thomas M. Adams and E. C. Means, being first duly sworn, say that the averments of their foregoing answer are true, and that where the same are made upon information and belief, they believe them to be true.

Thos. M. Adams.

E. C. Means.

Sworn to before me, and subscribed in my presence, this 5th. day of March, A. D. 1892.

WM. K. Maxwell,

(SEAL)

Notary Public,

Hamilton County, Ohio.

EXHIBIT.

Ashland, Kentucky, October 16th. 1890.

Received of THOMAS M. ADAMS and E. C. MEANS, Administrators with the will annexed of the estate of Thomas W. Means, deceased, the sum of One hundred and thirty-six thousand and thirty five and $75/100$ dollars, being a part of my distributable share as legatee under said will applied by them as ordered by me upon the following notes and claims owed by me to the estate of said decedent, payable to his order, to-wit:-

Forty-nine thousand nine hundred and ninety five dollars, applied on my note dated 22nd. November 1888, 1 day interest from December 1st. 1888, for \$45,000. Fifty-six hundred and eighty-five and $32/100$ dollars, applied on my note of August 20th. 1888, 1 day for \$5,041.67.

Six thousand and seventy-five and $51/100$ dollars applied on my note dated November 9th. 1888, one day for \$75,000.

Eight thousand three hundred and one and $56/100$ applied on my note of September 25th. 1888, 1 day for \$7400.

Eighteen hundred and three and $33/100$ dollars applied on my note of November 17th. 1888, 1 day for \$1620.

Twenty-three hundred and forty-five and $70/100$ dollars, applied on my note of October 24th. 1888, 1 day for \$2,100.

Five hundred fifty-four and $4/100$ dollars applied on my note of November 9th. 1888, 1 day for \$497.13/100.

Six thousand five hundred and eighty three and $64/100$ dollars applied on my note of March 19th. 1888, 1 day for \$15,027.00.

Fifty-one thousand six hundred and seventy-seven and $90/100$ dollars applied on my due-bill of February 15th. 1888, for \$125,911.74/100 dollars.

Three thousand and thirteen and 76/100 dollars, applied on my note of December 3rd. 1888, for \$2,713.88/100 .

This receipt is given in pursuance of settlement made October 6th. 1890.

WILLIAM MEANS.

ATTEST:-

John F. Hager.

A. E. Lampton.

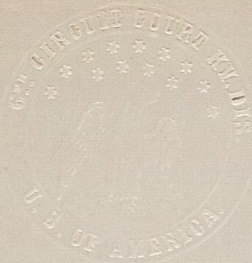
:-----:

I, Joseph C. Finnell, Clerk of the Circuit Court of the United States for the District of Kentucky, at Covington, in said district, hereby certify that the foregoing is a true and perfect copy of the joint answer of T. M. Adams and E. C. Means, Administrators, of the will of Thomas W. Means, as the same now appears from the original Answer now on file in this office.

Witness my hand and the Seal of said Circuit Court,

At Covington, in said district, this 16th. day of March,

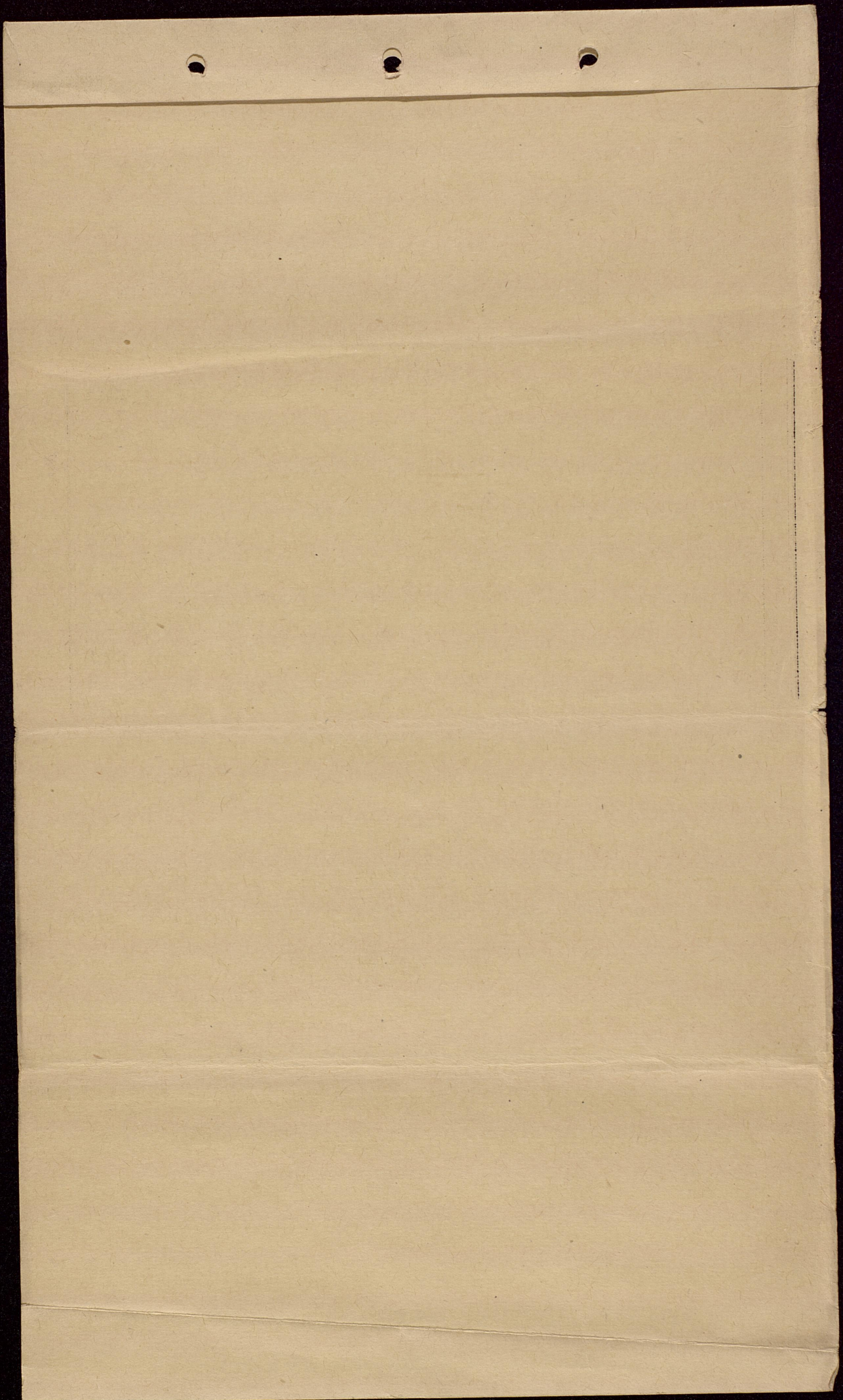
A. D. 1892. and of our Independence the 116th. year.



Joseph C. Finnell Clerk.

By

J. N. Cochran D.C.



No. 1774.

U. S. CIRCUIT COURT,
DISTRICT OF KENTUCKY.
(AT COVINGTON.)

Cover et als Trustees

Joint Answer of
vs. *Adams Meaw Adams*

Adams Meaw Adminre etal

Original Filed Feb 7 1892.

A Copy.

Dec 4 95

Solicitors.

United States Circuit Court.

District of Kentucky.

B.R.Cowan. Evan F.Williams,
and A.S.Frazer, Trustees of
an Express Trust.

Complainants.

Against.

Thomas M.Adams, & E.C.Means,
Administrators with the will
annexed, of the Estate of Tho.
W.Means, deceased & John Means.

Respondents.

The Answer of JOHN MEANS, defendant to Bill & Amended Bill of Complaint.

The defendant, John Means, for answer to so much of the said Bill and amended bill of complaint herein, as he is advised it is necessary or material for him to answer unto, says:-

He denies that Thomas W.Means, for years before his death, or for any period, more than one year next theretofore became or was, by reason of age or other infirmities, or at all, an imbecile or incompetent to transact business.

This defendant admits that he acted for several years before the death of Thomas W.Means, under and in pursuance of a power of attorney, executed by Thomas W.Means, assisting his said father in transacting the details of his extensive business, and that, as his father grew older, he gave more minute attention to his business affairs; but all this was done at the request of said Thomas W.Means, and with the knowledge, assent, and approval of all the children of said Thomas W.Means, and as agent and attorney, under the power aforesaid.

And from the time the said Thomas W.Means became incompetent to manage his business according to a fixed purpose of his

own, the dealings of this defendant therewith, were mainly confined to the duty of collecting and preserving the rents, and other incomes of the said estate, which duty this defendant avers was performed with fidelity in all respects and to the best interest of all concerned therein.

And defendant says that all his transactions for the said Thomas W. Means, are set forth in the books of said Thomas W. Means, by entries made, concurrently with said transactions and were correctly and truly made, and show a just and true account thereof; That upon appointment of Thomas M. Adams, by competent authority, as committee of the person and estate of Thomas W. Means, he delivered to said committee all books, papers and effects of said Thomas W. Means in his custody, showing fully therein a complete record and account of his acts and doings for said Thomas W. Means, and the said committee, as in duty bound, so accepted same.

Defendant denies that his transactions in connection with the business of Thomas W. Means, were not conducted with proper regard for the interest of Thomas W. Means, and denies that upon any or further settlement thereof there will be found, or that there is, due from this defendant to the estate of Thomas W. Means, any sum or amount, whatever.

As before stated, the account of the transactions of this defendant with the business affairs of Thomas W. Means, are contained in the books of Thomas W. Means, in the control of his Administrators access to which, as defendant is informed and believes, has not been, and will not be, denied, at all reasonable times to the Complainants or their duly accredited representative.

And further answering defendant, says:- He has at no time attempted or indulged the purpose of attempting to control or influence the act of the said administrators, or ^{of} either of them,

in discharging the duties of the said trust, nor does he believe , if he had the purpose or motive of influencing them to an improper or wrongful act, he could lead them to disregard their sworn obligation and duty to faithfully execute said trust.

And in answer to allegations contained in amended bill of complaint herein, defendant says:-

That it is not true, and he denies that said Administrators are, or have been colluding or in collusion with him to hinder, delay or prevent inquiry into his said transactions as agent of Thomas W. Means, or disclosure of any indebtedness of defendant, to estate of said Thomas W. Means, with any purpose, or with the purpose or effect of wronging or defrauding complainants, or preventing them from recovering any portion of the said estate, or that by reason of any collusion or wrongful act or purpose of said Administrators, or this defendant, the complainants are, or have been, hindered or obstructed in any right, interest, or ^{claim} ~~claim~~ of either, against this defendant.

And having thus fully answered said bill and amended bill this defendant prays to be hence dismissed with costs.

John F. Hager.

and

Lawrence Maxwell .Jr.

Counsel-for-defendant, JOHN MEANS.

United States of America.

District of Kentucky.

I. John Means, defendant in the cause entitled in the caption of the Answer to which this is attached as part, having read the said answer, and being duly sworn, do say that the statements contained in the said answer, made as of my own knowledge are true, and

those made on information, I believe them to be true.

John Means.

Subscribed and sworn to before me, by John Means, this 4th. day of
March, 1892.

John Russell, Jr.

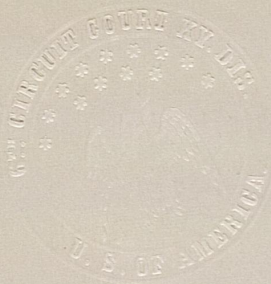
Notary Public.

United States of America,
SS,
District of Kentucky.

I, Joseph C. Finnell, Clerk of the Circuit Court of the
United States, for the District of Kentucky, at Covington, hereby cer-
tify that the foregoing is a true and perfect copy of the answer
of John Means, in the cause set out in the caption hereto, as the
same now appears from the original answer, now on file in this office

WITNESS my hand and the seal of said Circuit Court,

At Covington, this 16th. day of March, A. D. 1892, and of
our Independence the 116th. year.



Joseph C. Finnell, Clerk.

By *J. D. Cochran* D.C.

1774

B. R. Cowen. Etals.

Answer of
W. J. John Means.

Adams F. Means. Adm. Sec.

Original Filed March 7th 192

Copy.



See 155

Population of Ashland by W. H. Peers' enumeration
in May 1892 5918

Bentley Glass

$5\frac{1}{4}$ by $8\frac{1}{2}$ "

7 " 10

Condensed Balance Sheet, June 30th 1892
The Low Moor Iron Company of Virginia.

Dr.

Cr.

Real Estate	619 349 41		Capital Stock			600 000 00
L. M. Branch R. R.	54 235 86		Bills Payable, (bearing interest)	50 000 00		
Furnace "B"	84 877 59		" "	21 497 47		
New Stoves	10 584 98		Wages	9 107 75		
Inventories	285 493 70		Hospital Fund	923 48		
New Schoolhouse	578 00		Unsettled accounts	28 211 05		
Furniture Agentshouse	1 206 37	1056 375 91	Accounts bearing interest	54 105 79	163 845 54	
American Bridge & Iron Co.		10 089 24	Sinking Fund	66 308 96		
Cash with Treasurer	22 366 10		Insurance Fund	10 526 40		
" " Agent	5 102 02		Furnace Repairs Fund	53 476 16	130 311 52	
" " Trust Co (at interest)	55 000 00	82 468 12	Profit & Loss		335 883 14	
Bills Receivable		17 079 16				
Kroger Redway & Co.	1 844 31					
Jno. W. Gordon	1 610 87					
E. Pratt & Bro.	582 19					
Sundry parties	51 449 64	55 487 01				
Pendencies	350 76	350 76				
Thurmond Coal Co.	8 240 00	8 240 00				
		\$1 230 040 20				\$1 230 040 20

\$100

100 Bonds of District #5 of Sutter Co California due July 1st 1892.

\$500 - Each = 50,000.00

4 Package #1 26 sheets of 25 Coupons each \$20

" #2 25 " " " " "

" #3 49 " " " " "

100

$\$100 \times 25 \times 20 = 50,000.00$

1 Package 129 Coupons \$20 Ea 2580.00 52,580.00

add 25 Eureka Coupons \$1000 - Ea 25,000.00

Total delivered to T.M. Adams, belonging to Thos M Adams 127,580.00

See receipt from Thos M Adams Enclosed

Also Delivered to Thos M Adams. Bonds belonging to his mother Mrs M.A. Adams, as follows. See receipt enclosed

9 L. & B.S. R.R. & D. Bonds \$1,000 Each - 9,000.00

(Nos. 96, 97, 98, 99, 100, 101, 102, 103, & 104)

5 Eureka Bonds \$1,000 Ea 5,000.00

(Nos 196, 197, 198, 199, & 200 -) 14,000.00

May 2nd 1890

Insurers Report
 from West Iron Co
 Aug 1892

New York, August 15, 1892

To the Board of Directors of
 The Low Moor Iron Co of Va.
 Gentlemen:

The unfavorable result of the business for the six months ending June 30th, 1892, may be accounted for by the constantly decreasing value of our product the bad condition of furnace and stoves causing a small output at high cost, and largely of the inferior grades of iron.

The small quantity of lumber on Foundry iron made, has been the cause of great inconvenience and annoyance, as we have not been able to furnish our customers the iron sold them, and for the last few months have been obliged to decline orders for that grade, losing many valuable customers.

The stock of iron at the furnace is inventoried at eleven dollars per ton, at least one dollar per ton below the cost of making, reducing the earnings by that amount. \$3,323.00

As shown by the balances sheet herewith the amount to the credit of Profit & Loss is 335,853.14
 Against balance Fund 1/91 339,815.96
 Less Pending claim 15 12000.00

	327,815.96
	5067 18
Low Moor Branch R. R. construction	1,936.14
Furnace Repair Fund over and	4,415.58
Sinking Fund "	4,017.61
Earnings for six months	\$ 18,236.51

The two hot blast stoves ordered in February last were finished the first part of July. As soon as the stoves were completed and dried, preparation was made to blow in Furnace 'B'; this was done after five days delay for making connections.

Up to this time we have paid about \$20,000.00 on account of the new stoves; this will nearly cover the cost.

Furnace 'A' was blown out on the 16th of July after a blast, lasting three years and seven days, making in that time 116,184 ⁸⁰⁰/₂₅₀₀ tons of iron.

The interesting report of the General Manager, herewith, will give you full details of the trouble attending the working of the furnace for the first two weeks, and make it unnecessary for the Treasurer to comment on this point.

It is gratifying to note that no more expensive improvements will be required at present, and all disbursements will be for the usual working expenses of the plant.

The accounts from Low allow this morning, show that Furnace 'B' is now doing good work, for the week ending the 13th ult., making 400 tons of 40th ore Soudry.

The usual semi-annual statements are herewith submitted.

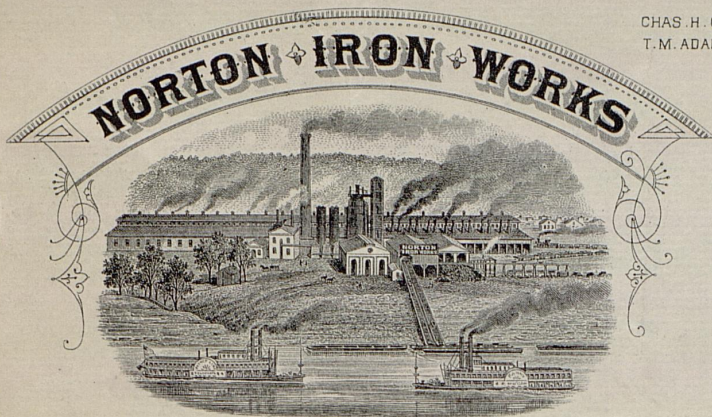
The Treasurer would suggest that a dividend of two (2) per cent on the capital stock of the Company be declared payable at the office of the Treasurer on the 15th day of September next.

Yours Respectfully,
Edw. A. Low,
Treasurer

June 30th 1892.

Statement of Inventory, & for Treasurer's report.

Inventory.		Iron made	
Black H. F.	5812409	January	3513 tons.
Transportation	43.83	February	3247 ³⁰⁰ "
Hood	105.00	March	3327 ¹³⁰⁰ "
House Repairs	1941.00	April	3146 ¹³⁰⁰ "
Foundry	616.00	May	3202 ⁴⁰⁰ "
Limestone	1588.85	June	2958 ⁸⁰⁰ "
Teams &c	4057.15	Total - 6 months	19394 ¹⁸⁰⁰ 2300 tons
Farm	628.30	Ore.	
Iron Product	172411.00	From mines 6 mos.	277,995 ¹⁶⁴⁰ tons
Mines	28153.24	Purchased 6 "	11986 ¹²⁶⁰ "
Store	19875.24	Consumed 6 "	45647 ³³ "
	<u>28549370</u>	On hand at Furnace	15000 tons
Iron Product		Limestone	
13323 tons at Furnace	11-146,553.00	From Quarry 6 mos	24360 ²¹⁶⁰ tons
1829 " at in ²⁴ 6 14-	25606.00	Consumed 6 mos	22672 ¹⁸⁹⁶ "
18 " Richmond 14-	252.00	On hand at Furnace	1500 tons.
<u>15170 tons</u>	<u>172411.00</u>		



CHAS. H. GREENE, President.
T. M. ADAMS, Vice President.

E. E. SEATON, Secretary.
JOHN RUSSELL, Treasurer.



Of Every Variety

Cut and Wrought Spikes.

NAILS MADE TO ANY PATTERN.

Ashland, Ky. Sept. 29th 1892

CHAS. L. COLBURN, GEN'L AG'T
Room No. 307 Neave Building.
CINCINNATI, O.

*E. E. Means Esq.,
Ashland Ky.
Dear Sir:*

We are in receipt of your favor of the 28th inst. enclosing Certificate No. 381 for Ten Shares Stock in the Norton Iron Works, to Mrs. Harriet E. Means, for Transfer.

We have made the entries necessary on our Stock Books and beg to hand you herewith new certificates, as requested, as follows:

<i>No. 483</i>	<i>for 2 Shares</i>	<i>to D. A. Leffingwell</i>
<i>No. 484</i>	<i>" 8 "</i>	<i>" Mrs. Harriet E. Means, Bal of the 10 shares covered by No. 381.</i>

Kindly acknowledge receipt to,

Yours very truly,

E. E. Seaton Secy

5283) 1316.0 (24.91
10566
25940
21132
48080
47547
5330

Mr. and Mrs. Willis L. Ringo
announce the marriage of their daughter

Ruby.
to

Mr. Ellison Cooke Means,

Wednesday, October fifth,

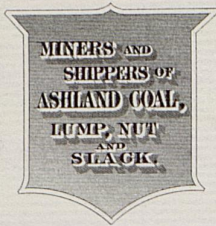
eighteen hundred and ninety-two,

Ashland, Kentucky.

DOUGLAS PUTNAM, JR. President & Genl. Mgr.
JNO. G. PEEBLES, Vice President.

E. C. MEANS, Superintendent.

ROBERT PEEBLES, Secretary & Treasurer.



ASHLAND, KY. 24th Dec 1892

Featsky Litho Co Louisville

Dear Aunt;

Last night Father, Tom, Hager, Anderson and I returned from Cincinnati after a three days visit there. We are to return there Wednesday next. Father was examined as a witness Monday & Tuesday. Thursday was given to Glidden & Co to examine the books of T. W. M. The examination of Father was not completed. He seemed cheerful and well throughout the whole affair and I believe feels better than so much of an expected worry is through with. I think his condition and good memory surprised them very much and that the more they learn from him the less hopes they will have for a good outcome for the Madam and her family in this case or any other. Mrs. M was there but had little to say and behaved very well. It is probable that it will take a long time to complete the taking

of evidence and that we will have to make several trips to Cincinnati.

I will use your letters but little if at all and will take good care of them - There are one or two of importance, I believe, but can tell more about that after Mr. Maxwell has looked them over -

We shall miss you and Aunt Molly at Christmas dinner and the holidays.

Ruby is well and has copied some letters for me and now takes great interest in our case at Cin.

Father & I called at Sinton's & Harma's where they seemed glad to see Father and asked many questions about your Texas visit - Mr. C. M. Holloway called at the Hotel to see him and spent two hours with him -

We all went to the Theater one night to see "The Texas Steer" Father seemed to enjoy it very much - We stayed at the Grand Hotel which has improved very much since the last time I was there -

With much love and wishes for a Merry Christmas & Happy New Year
Aft. Cooke

December 31st 1892.

Statement of Inventory &c for Treasurer's report.

Inventory.	
Blaster 2 B.	49816.14
Transportation	30.86
Wood	26.25
House Repairs	1781.00
Foundry	312.19
Limestone	1341.95
Seams &c	1747.22
Farm	582.45
Iron Product	163955.03
Mines	23723.18
Store	17504.97
	<u>260821.27</u>

Iron made	
July	2221 ¹⁶⁰⁰ Tons
August	3422 ¹³⁰⁰ "
September	3737 ³⁰⁰ "
October	4116 ⁸⁰⁰ "
November	3987 ¹²⁰⁰ "
December	4268 ¹⁹⁰⁰ "
Total 6 m th .	21754 ²⁰⁰ <u>2300</u> Tons

Ore. 6 months.

From mines	20327 ⁷²⁰ Tons
Purchased	14957 ⁷⁰ "
Consumed	47418 ¹²²⁹ "
On hand at Pines	11950

Iron Product.

11782 Tons at Fee ^{10.00 + 11.00}	124978.00
2755 ¹²⁵⁰ " at 14.	38577.81
28 ¹¹⁵⁶ " at Richmond ⁴	399.22
14566 ¹⁶⁹ Tons	163955.03

Limestone. 6 months.

From Quarry	20189 ⁷⁴⁰ Tons
Consumed	20841 ⁸³⁵ "
On hand at Fee	400 Tons