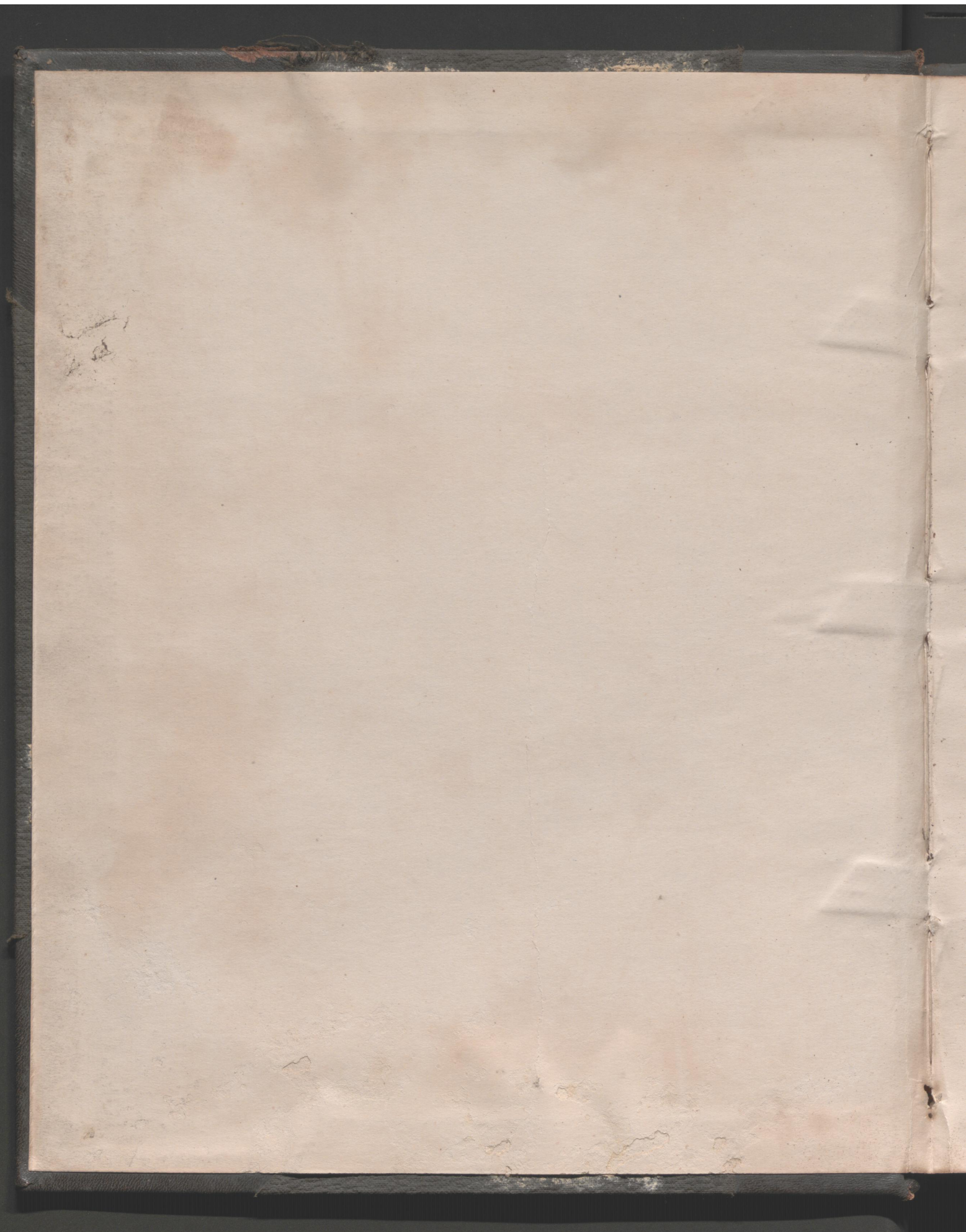
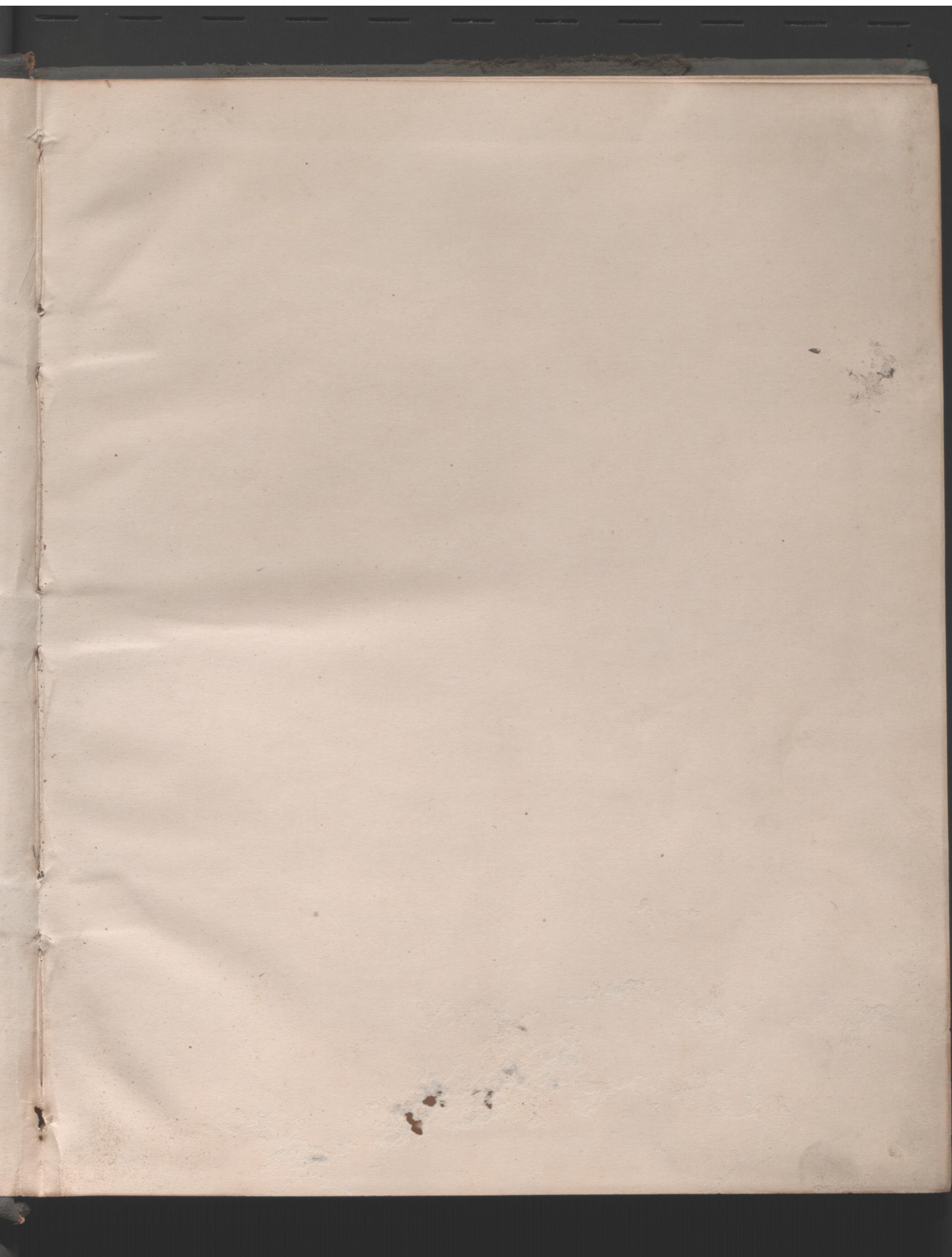
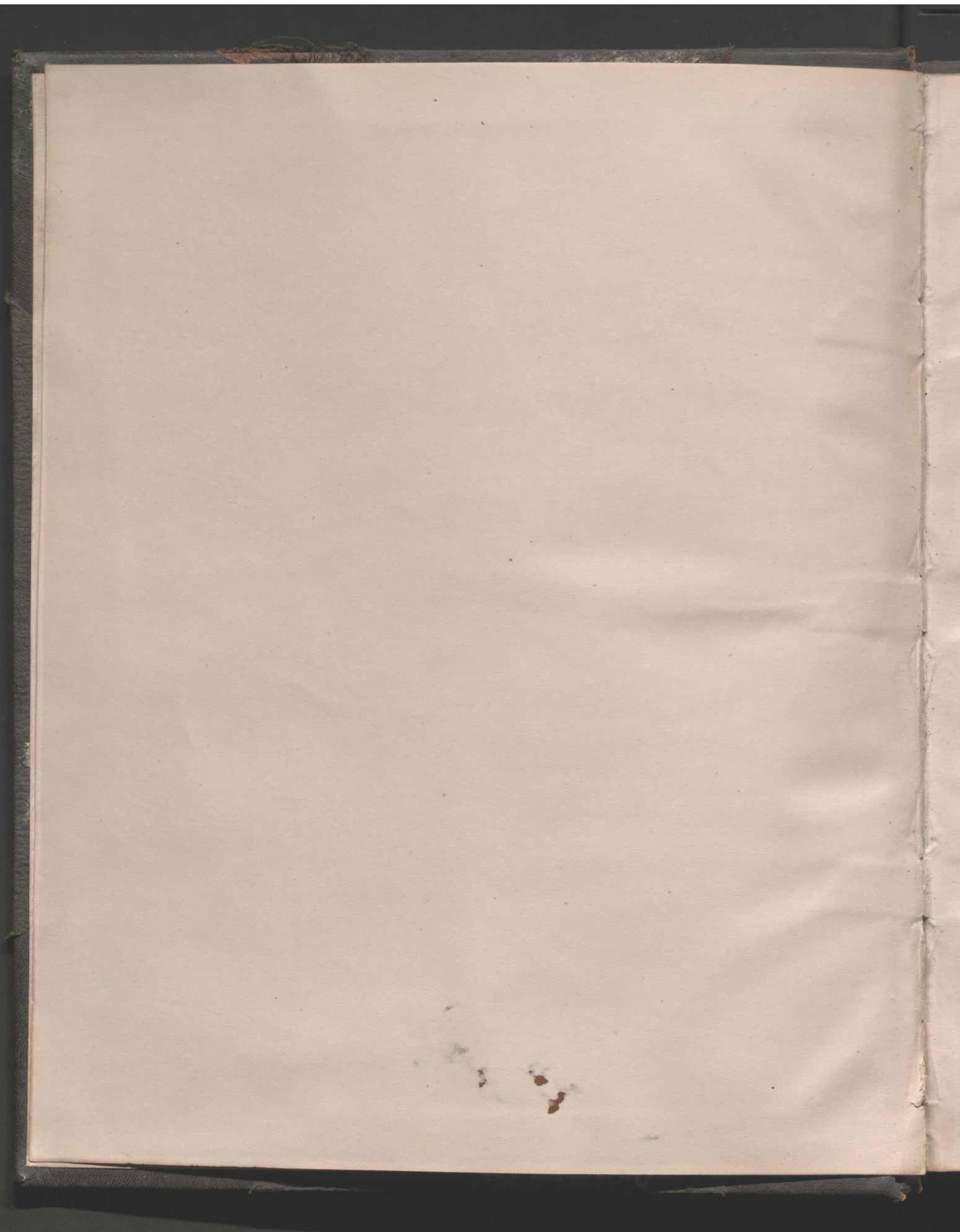
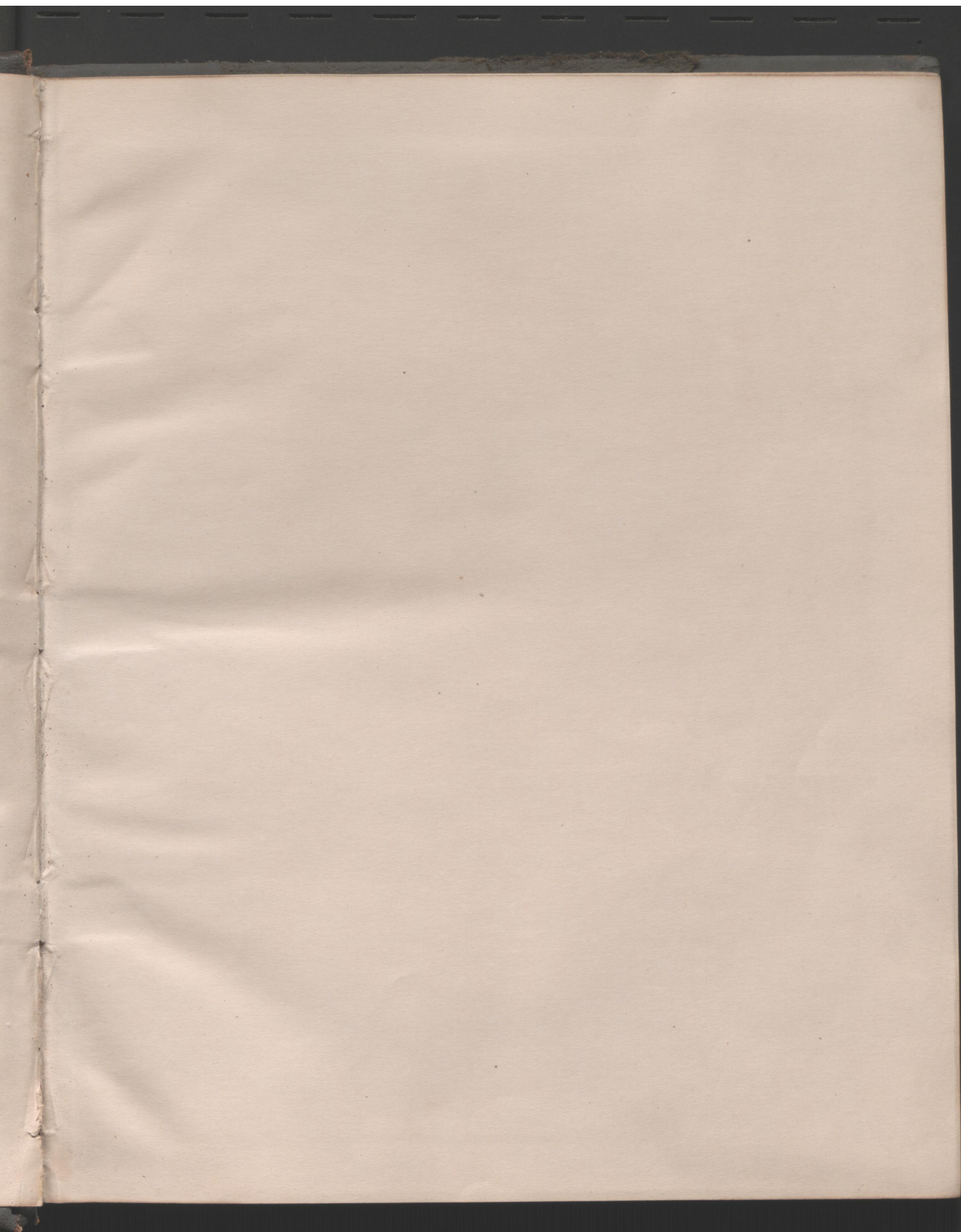


OPINION
AS TO
BURT & BRABB LUMBER
COMPANY'S
EASTERN KENTUCKY LAND TITLES









**THIS JOURNAL
CONTAINS
BLANK PAGES
THROUGHOUT**

A. B. SHELL TITLE: Beginning on page 3 of the abstract.

A. B. Shell,

WILSON DIXON TITLE.

Beginning on page 1 of the Abstract.

Wilson Dixon and Elizabeth Dixon his wife & the Asher Lumber Company have no title to this tract at all. In deed book The Asher Lumber Company. County records, this same land is conveyed to Elizabeth Shell by A. B. Shell, and we find no conveyance Wilson Dixon inherited this land from his father James Dixon, who obtained same from the Commonwealth of Kentucky, as is shown on page 2 of the abstract. (See affidavit in deed No. 287-1/2 of James Dixon Jr., a son of Wilson Dixon, showing that said Wilson Dixon was the only heir of James Dixon, Sr.) This deed is regular and signed and acknowledged properly by both husband and wife. As to the Asher Lumber Company, or to Elizabeth Shell. Therefore, as the Company has derived no title from Shell, it is needless to pass on the different ramifications of title as derived by Shell's immediate grantors. It is sufficient to state that this A. B. Shell title is shown on pages 3, 4, 5 and 6 of the abstract.

A. B. SHELL TITLE: Beginning on page 3 of the abstract.

A. B. Shell,

To

The Asher Lumber Co.

There are a number of objections to this title, from which we are led to believe that the Asher Lumber Company has no title to this tract at all. In Deed book 5, page 460 of the Leslie County records, this same land is conveyed to Elizabeth Shell by A. B. Shell, and we find no conveyance from Elizabeth Shell to the Asher Lumber Co. A. B. Shell is supposed to get the land which he conveys on page 3 of the abstract from John Shell, as is shown on page 4 of the abstract; but that deed shown on page 4 at the close says: that A. B. Shell is not to sell the land without the consent of his father. There is nothing of record to show that his father ever gave his consent for the sale to the Asher Lumber Company, or to Elizabeth Shell. Therefore, as the Company has derived no title from Shell, it is needless to pass on the different ramifications of this as derived by Shell's immediate grantors. It is sufficient to state that this A. B. Shell title is shown on pages 3, 4, 5 and 6 of the abstract.

THE TURNER TITLE: Beginning on page 10 of the Abstract.

C. G. BOWMAN TITLE: Beginning on page 8 of the Abstract.

C. G. Bowman,

To
The Asher Lumber Co.

The Asher Lumber Co. This title is shown on pages 10 to 14

inclusive of the abstract. No wife joins in this deed with Mr. Bowman, and if he were ^{un-}married at the date of this deed you should have an affidavit stating that fact; otherwise this deed is properly signed and acknowledged and conveys Mr. Bowman's interest in the land. C. G. Bowman received this land from the Commonwealth of Kentucky, as is shown on page 9 of the abstract. This land is a portion of the land owned by David Turner at the time of his death.

II.

Jesse Turner, John Turner, John L. Turner and Mary Turner his wife, and Mary Lewis,

To
The Asher Lumber Company.

The conveyance shown on page 11 of the abstract is properly signed and acknowledged. If Jesse and John Turner were married at the date of this deed their wives should execute a deed to the Asher Lumber Co. releasing their interest in this. If they were not married you should

THE TURNER TITLE: Beginning on page 10 of the Abstract.

James Turner, John L. Turner and Mary Turner his wife, Mary Lewis and John Turner, heirs of David Turner,

To

The Asher Lumber Co.

This title is shown on pages 10 to 44 inclusive of the abstract, and the history on page 14 to 20 following herewith and entitled David Turner tract. The deed shown on page 10 is ~~pr~~ properly signed and acknowledged. No wives of James Turner or John Turner unite with them in the deed. If these gentlemen were married at the date of this deed their wives should join with them; and if unmarried you should have an affidavit showing that fact. This land is a portion of the land owned by David Turner at the time of his death.

II.

James Turner, John Turner, John L. Turner and Mary Turner his wife, and Mary Lewis,

To

The Asher Lumber Company.

The conveyance shown on page 11 of the abstract is properly signed and acknowledged. If James and John Turner were married at the date of this deed their wives should execute a deed to the Asher Lumber Co. releasing their interest in this. If they were not married you should

have an affidavit showing such to be the case.

No Husband joins with Mary Lewis, but the conveyance on page 16 shows that she was a widow at that date, and that David Turner was formerly her husband. The property conveyed by this deed, and shown on pages 11, 12 and 13 of the abstract, is a part of David Turner's land, and these grantors claim to acquire same as his heirs.

The first tract shown on page 11 contains the grant of David Turner, as shown on page 40. We are unable to find just exactly what grants or tracts of David Turner composes the second tract shown on page 11.

The third tract shown on page 12 is a part of the Grant of David Turner, shown on page 48, and the fourth tract shown on page 12, is the same as David Turner's grant shown on page 42. The fifth tract shown on page 13 is part of David Turner's grant as shown on page 43.

III.

James Turner, John L. Turner and Mary Turner his wife, Mary Lewis, (Widow) and John Turner.

To Shown on page 14 of the Abstract. more patent to The Asher Lumber Company.

This deed is properly signed and acknowledged by the grantors and certificates good and regular. No wives join in with James Turner or John Turner, which should

have been done if they were married. If they were not married at the date of this deed you should have an affidavit showing such to be the fact.

This is a part of the David Turner tract, but just what patents or conveyances of David Turner contain this we are unable to state.

IV.

James Turner,

To Shown on page 15 of the Abstract.

G. Matt Asher, Trustee.

This deed is properly signed and acknowledged and the certificates both good and regular. No wife joins in with James Turner, and if he had one at the date of this deed she should release her interest. If he was unmarried at the date of this deed you should be furnished with an affidavit showing such to be the fact.

This deed is one heir's part in the 88 acre patent to David Turner, which is shown on page 36. The grantee in this deed, G. M. Asher, Trustee, conveys this interest to the Asher Lumber Co., as shown on page 62.

Mary Lewis, formerly Mary^{v.} Turner (widow) and one of the heirs of David Turner,

To) Shown on page 16 of the abstract.

The Asher Lumber Company.

This deed is properly signed and acknowledged and the certificates good and regular, and conveys grantor's interest in the David Turner patent of 88 acres, shown on page 50 of the abstract.

VI.

John L. Turner and Mary Turner, his wife,

To) Shown on page 17 of the abstract.

G. M. Asher, Trustee.

This deed is properly signed and acknowledged and the certificates both good and regular. This deed conveys John L. Turner's interest in the David Turner patent shown on page 36, and the interest hereby conveyed is subsequently conveyed by the grantee, G. M. Asher, to the Asher Lumber Company, on page 62 of the abstract.

VII.

G. M. Asher and Lizzie Asher his wife, H. L. Asher and Hannah Asher, his wife, and John C. Chappell,

To) Shown on page 18 of the abstract.

The Asher Lumber Company.

This deed (both grantors of David Turner) interest in the David Turner patent, shown on page 36 of the abstract.

Adelia Thomas acquired the interest of Adelia Thomas from deed shown on page 24 of the abstract, which was all of her interest, but he only conveys to the Asher Lumber Co. her interest in the 88 acres, shown on page 36.

This deed is properly signed and acknowledged, but no wife joins with John C. Chappell. We understand that Mr. Chappell was never married, which fact, though, should be furnished you by affidavit. The grantors in this deed convey Elizabeth Holcomb's ~~estate~~ entire interest in David Turner's estate, she being a daughter of David Turner, and having on page 20 of the abstract conveyed her interest in her father's estate to W. C. L. Huff, who on page 19 of the abstract conveyed it to these grantors. The interest which the Asher Lumber Company this derived is the entire interest of Elizabeth Holcomb.

VIII.

Ransom Turner and Juda Turner his wife, Lewis Harris and Amanda Harris his wife, heirs of David Turner,

To) Shown on page 21 of the Abstract.

The Asher Lumber Company.

This deed is properly signed and acknowledged and certificates both good and regular.

This deed conveys Amanda Harris' and Adelia Thomas' (both daughters of David Turner) interest in the David Turner patent, shown on page 36 of the abstract.

Ransom Turner acquired the interest of Adelia Thomas from deed shown on page 22 of the abstract, which was all of her interest, but he only conveys to the Asher Lumber Co. her interest in the 88 acre patent, shown on page 36.

IX.

Andrew Bailey and Phoebe Bailey his wife, Elijah Wilson and ~~Eliza~~ Eleanor Wilson his wife,

To) Shown on page 23 of the Abstract.

Asher Bros. and J. C. Chappell.

This deed is properly signed and acknowledged and certificates are both good and regular. This deed conveys Nancy Lewis' and Eleanor Wilson's entire interest in the estate of David Turner; the deed reciting that they are both daughters of David Turner, deceased. It further recites that the interest which Andrew Bailey has is that of Nancy Lewis which she conveyed to him, but we have been unable to find any such conveyance. The interest herein conveyed to the grantees is by them subsequently conveyed to the Asher Lumber Company by deed recorded in Leslie County in deed book 5, page 522 &c. and shown on page 76 of the abstract; where it is also stated that Nancy Lewis and her husband had conveyed her interest in David Turner's estate to Andrew Bailey. If there is no deed from Nancy Lewis to Andrew Bailey, and if she be a daughter of David Turner, the Asher Lumber Company has never acquired her interest.

From page 24 to 44 inclusive, we show the various patents and conveyances of David Turner.

X.

Elijah W. Smith and Elizabeth Smith his wife,

To) Shown on page 24 of the Abstract.

David Turner.

This deed is properly signed and acknowledged, and certificates both good and regular. This deed conveys 350 acres to David Turner, but whether it contains any of the 1575 acres conveyed by James Turner & Co to the Asher Lumber Co. shown on pages 10, 11, 12, 13, 14 of the abstract we are unable to say, but as the deeds on pages 19 to 23 purport to convey all the interest of Elizabeth Holcomb, Nancy Lewis and Eleanor Wilson, three heirs of David Turner, part or all of this conveyance contained on page 24 may be contained in the deeds shown on page 18 and 23. The grantors get the land herein conveyed from John Dixon, Sr. as shown on page 25; it is properly signed and acknowledged, with certificates good and regular, but no wife joins with John Dixon in the deed, which should have been done, were he married at that date; if not married at that date, you should be furnished with an affidavit showing such to be the fact.

affidavit stating such to be the fact.

XI.

Wilson Dixon,

To) Shown on page 29 of the abstract.

David Turner.

No wife joins in this deed with Wilson Dixon. If he were married at the date of this deed she should have done so; if he were unmarried you should be furnished with an affidavit showing such to be the fact.

We are unable to state for a certainty whether the land herein conveyed contains any of the land owned by the Asher Lumber Company, and shown on pages 10, 11, 12, 13, 14, 18 and 23 of the abstract. We have been unable to find where grantor gets all of this, but do not deem it necessary to look further, as this conveyance was made in 1868, more than thirty years ago.

XII.

James Turner,

To) Shown on page 31 of the abstract.

David Turner.

This deed is properly signed and acknowledged and certificates both good and regular. If James Turner were married at the date of this deed his wife should have joined in it; if he were not, you should be furnished with an

affidavit stating such to be the fact.

We are unable to state whether the land herein conveyed contains any of the land owned by the Asher Lumber Company and shown on page 10, 11, 12, 13, 14, 18 and 23 of the abstract. Grantor gets the first tract of this land by patent, (see page 33) and the second tract by patent (see page 32.)

XIII.

Jesse Lewis,

To) Shown on page 34 of the abstract.

David Turner.

We are unable to state whether this contains any of the land owned by the Asher Lumber Co. and shown on page 10, 11, 12, 13, 14, 18 and 23. We are unable to find where grantor gets this, but understand that he is a son of Abner Lewis.

On page 35 of the abstract is a grant from the Commonwealth of Kentucky to Abner Lewis, but whether it contains any of this land we are unable to tell. If it does, and if any of this land contains any of the land mentioned on pages 10, 11, 12, 13, 14, 18 and 23, you should have an affidavit showing that Jesse Lewis was the only son of Abner Lewis.

pages 36 to 44 inclusive, show the different grants of David Turner. The grant on page 36 is the same land conveyed on pages 15, 16, 17 and 21. We are unable to tell whether grants on page 37, 38, 39 and 44 contain any of the land mentioned on pages 10, 11, 12, 13, 14, 18 and 23.

Grant on page 40 contains part of the first tract of land shown on page 11 of the abstract.

Grant on page 41 contains the third tract shown on page 13 of the abstract.

Grant on page 42 contains the fourth tract shown on page 12 of the abstract.

Grant on page 43 contains the fifth tract, shown on page 13 of the abstract.

Elizabeth Holcomb to W. C. L. Huff, recorded in Harlan County
Book 9, page 4, I find that the grantors state that there are
thirteen legal heirs of late David Turner, and that four of

DAVID TURNER TRACT.

The title to this tract begins on page 10 and extends to
to and includes page 44. The title to this tract is very much
muddled and mixed, principally on account of the conflicting
statements as to who were the heirs of David Turner.

The Asher Lumber Company acquired what title they have
to this tract from the heirs of David Turner who died leaving
the following as his heirs from the best information that I
am able to obtain, viz:

James Turner,
Abner Turner,
Eleanor Turner, afterwards Eleanor Wilson.
David Turner, Jr.
William Turner.
John L. Turner.
Ransom Turner.
Juda Turner, afterwards Juda Farmer.
Amanda Turner, afterwards Amanda Harris.
Adelia Turner, afterwards Adelia Thomas.
Elizabeth Turner, afterwards Elizabeth Holcomb, and
Mary Turner, ~~and~~ this is a widow, afterwards Mary Lewis.

This information I obtained from Mr. G. A. Eversole,
Attorney-at-law at Harlan Court House.

On page 16 (deed 195) I find a deed from Mary Lewis to
The Asher Lumber Co. in which it is stated that she was for-
merly Mary Turner, widow of David Turner. If this be true
David Turner died leaving eleven children and his widow; but
on page 20 (deed 52 tablet) a deed of John Holcomb and

Elizabeth Holcomb to W. C. L. Huff, recorded in Harlan County Book O, page 4, I find that the grantors state that there are thirteen legal heirs at law of David Turner, and that four of said heirs had their interests in their father's estate conveyed to them during their father's life-time. If this statement is true the list of heirs as furnished by Mr. Eversole is erroneous in that it only states twelve, counting the widow as one.

In Deed Book G, page 283 and in Deed Book G, page 587 and in Deed Book H, page 144 of the Harlan County records I find that David Turner, Jr., Ransom Turner and Adelia Turner had their interests conveyed to them during their father's life-time, but I fail to find any other conveyances by David Turner to any of his heirs save the three above mentioned. Therefore I feel that the statement in the deed on page 20, that four heirs had their interests conveyed to them during David Turner's life-time must be a mistake.

On page 23 (deed 203) a deed of Andrew Bailey and Eleanor Wilson to Asher Bros., I find the statement that the interest which Andrew Bailey conveys is the interest which he received from Nancy Lewis and that she and Eleanor Wilson are both daughters of David Turner, but I have been unable to find any deed of Nancy Lewis

Eleanor Wilson, formerly Eleanor Turner, convey all their interest in David Turner's estate to Asher Lumber Co., and J. to Andrew Bailey.

The question now arises, who is Nancy Lewis? The statements in this deed on page 23 seem to imply that she has previously conveyed all her interest to Andrew Bailey, and the Asher Lumber Co. subsequently acquires this from Bailey; but nowhere else have I found Nancy Lewis mentioned as one of the heirs of David Turner. The most important questions that present themselves are to know who were the children of David Turner, who they married, and how many are alive now. As will be shown on page 10 to 44 inclusive, the Asher Lumber Company has the following heirs' interests:

1. Elizabeth Holcomb conveys all of her interest to W. C. L. Huff (see page 20); Huff conveys same to John C. Chappell and G. M. & H. L. Asher (see page 19), and these grantors convey the same to the Asher Lumber Co. (see page 18), Elizabeth Holcomb in her deed on page 20 stating that her interest is a one-ninth. If there were only twelve heirs of David Turner, and three received their portion during his lifetime, this would be correct; but as I have stated before I am unable to tell whether there were thirteen heirs or only twelve heirs.

2. Andrew Bailey and wife and Elijah Wilson and his wife

Eleanor Wilson, formerly Eleanor Turner, convey all their interest in David Turner's estate to Asher Lumber Co., and J. C. Chappell, the deed stating that said grantees are to have the interest of Nancy Lewis conveyed by her to Andrew Bailey; also the interest of Eleanor Wilson. The Asher Lumber Co. subsequently receives this from Asher Bros. and J. C. Chappell, as is shown by deed on page 76; but when and where Andrew Bailey gets Nancy Lewis' interest I am unable to find.

So far, granting that Nancy Lewis is an heir of David Turner, and that she has conveyed her interest to Andrew Bailey, though I have been unable to find said deed; The Asher Lumber Co. has title to all of the interests in David Turner's estate of his daughters, Elizabeth Holcomb, Eleanor Wilson and Nancy Lewis.

On page 10 James Turner, John L. Turner and wife, Mary Lewis and John Turner, all claiming to be heirs of David Turner, convey to the Asher Lumber Company 208 acres. I presume that Mary Lewis, one of the grantors, is the widow of David Turner, deceased, but I am unable to find who John Turner is and what interest he has in the property. If it should turn out that John Turner is also an heir of David Turner, and that Nancy Lewis is also an heir, there should

be fourteen heirs, including the widow, instead of twelve, as Mr. Eversole has stated.

On pages 11, 12 and 13 the same grantors convey to the Asher Lumber Co. five tracts of land, viz: 359 acres, 380 acres, 175 acres, 240 acres, and 9 acres; and on page 14 the same grantors convey to the Asher Lumber Co. 204 acres, thus making a total of 1575 acres from these heirs.

On page 21 Ransom Turner and Juda Turner his wife, Lewis Harris and Amanda Harris, his wife, heirs of David Turner, convey to the Asher Lumber Co. all of their interest in a certain tract of land containing 80 acres.

On page 22 Adelia Thomas, a daughter of David Turner, conveys to Ransom Turner all of her interest in David Turner's estate, the deed stating that her interest is a one-tenth part of the land owned by David Turner, and this is the interest conveyed by Ransom Turner, page 21. If there were thirteen heirs of David Turner, and three had their interest conveyed to them during David Turner's life-time, this would be correct.

On page 15 James Turner conveys to G.M. Asher, Trustee one heir's part in a tract of land containing 88 acres, but this is an interest in the ~~land~~ same land conveyed on page 21 by Ransom Turner, and which recites to be only 80 acres; James Turner's deed

reciting that the land conveyed by him is 11 acres. The Asher Lumber Co. acquires title to this from deed by G. M. Asher, Trustee, to it, shown on page 62.

On page 17 Mary Lewis, Widow of David Turner, conveys to the Asher Lumber Company her interest in 88 acre tract.

On page 17 John L. Turner conveys to G.M.Asher, Trustee, his interest in the 88 acre tract, and Asher as Trustee subsequently conveys it to the Asher Lumber Company, as shown on page 62. Thus out of this 80 or 88 acre tract The Asher Lumber Co. has the following interests:

1. Ransom Turner on page 21 which conveys that of Adelia Thomas, who conveyed hers to him as shown on page 23.

2. Amanda Harris, page 21, James Turner, page 15, Mary Lewis, page 16, John Turner page 17, Elizabeth Holcomb page 20, Eleanor Wilson page 23, and Nancy Lewis, page 23, the latter three by their deeds having conveyed all of their interest in David Turner's land, I presume, this 88 acre tract though their conveyances say nothing about it.

From this we find in brief, that the Asher Lumber Company's title is as follows:

1575 acres from James Turner, John L. Turner, Mary

Lewis and John Turner; all of the interest of Elizabeth Holcomb, Eleanor Wilson and Nancy Lewis and Adelia Thomas, Amanda Harris, James Turner, Mary Lewis, John L. Turner, Elizabeth Holcomb, Eleanor Wilson and Nancy Lewis' interest in the 80 or 88 acre tract. which for convenience sake might be arranged as follows:

The 88 or 80 acre tract. The Asher Lumber Company has the following interests:

Adelia Thomas.
Amanda Harris.
James Turner.
Mary Lewis.
John L. Turner.
Elizabeth Holcomb (all of her interest which must contain this tract.)
Eleanor Wilson (all of her int. which must contain this)
Nancy Lewis (all her int. which must contain this)

The 1575 acres tract.
Elizabeth Holcomb (all of her int. which must contain this)
Eleanor Wilson (all her interest which must contain this)
Nancy Lewis (all her int. which must contain this)

James Turner.
Mary Lewis.
John L. Turner.
John Turner.

In view of the above statements I would now like to have the following information.

- 1st. What are the names of David Turner's heirs?
- 2nd. Are the 1575 acres conveyed by James Turner, John L. Turner, Mary Lewis and John Turner, on page 10, 11, 12, 13 and 14 all of the land owned by David Turner at his death?
- 3rd. Who is John Turner and what interest has he in David Turner's estate and how does he get it?
- 4th. Who is Nancy Lewis and what interest has she in David Turner's estate and how does she get it?
- 5th. What did Abner Turner, Judah Turner and William Turner do with their interests?
- 6th. What did Amanda Harris (Turner) do with her interest, other than her interest in the 88 acre tract conveyed to the Asher Lumber Co. on page 22?
- 7th. Did David Turner, Sr. in Deed Book "G" page 283 of Harlan County Records, Ransom Turner in Book "G" page 587 and Adelia Thomas (Turner) in Book "H" page 144 had their interests conveyed to them during the life time of David Turner, Sr., Does the Asher Lumber Co. own any of their interests, ~~if so~~ if so when and where do they get it?
- 8th. If Adelia Thomas is entitled to an interest in the 88 acre tract conveyed by her to Ransom Turner on page 22, why isn't Ransom Turner and David Turner Jr., also entitled to an interest in it, and if so what have they done with it?

JAMES TURNER TRACT: Beginning on page 45.

James Turner,

To Turner and wife,

The Asher Lumber Co.

Conveys 300 acres, which deed is properly signed and acknowledged. No wife joins with Turner in this deed, and if he were married at the date of the deed she should have done so. If unmarried you should have an affidavit showing such to be the fact. Turner receives this land from the Commonwealth by grant shown on page 46 of the abstract.

WILLIAM C. SHELL TITLE: Beginning on page 49.

William C. Shell & Co.

JOHN L. TURNER TRACT: Beginning on page 47.

Asher Lumber Company.

John L. Turner and wife, This deed conveys three tracts of land:

To tract 300 acres; 2nd tract 50 acres; 3rd tract 100 acres.

The Asher Lumber Company, the first tract is grant No. 12577

This deed conveying 146 acres is properly signed and acknowledged. Turner obtains this land from the Commonwealth as is shown by grant on page 48.

42 of Ezekiel Hopkins and wife to William C. Shell conveying 300 acres is properly signed and acknowledged, the description, though, is so very vague and indefinite that we are of the opinion that this deed is defective and of no avail for want of proper description. Mr. Jeffries informed us that it was part of the first tract conveyed on page 45. We find no deed of Thomas Hopkins to Wm. C. Shell or anyone else conveying their interest in the grant shown on page 51, and therefore the Asher Lumber Company only has Ezekiel Hopkins' interest in the same.

The 2nd tract shown on page 49 is patented in the name of William C. Shell as is shown on page 52, and we presume that the third tract is the same as the patent to Alonzo

WILLIAM C. SHELL TITLE: Beginning on page 49.

William C. Shell &c.

To

Asher Lumber Company.

This deed conveys three tracts of land:
1st tract 300 acres; 2nd tract 50 acres; 3rd tract 100 acres.

The deed recites that the first tract is grant No. 12677

made in the name of Ezekiel and John Hoskins. This grant

is shown on page 51 of the stattract, but it is patented in

the name of Ezekiel, John and Thomas Hoskins. Deed on page

42 of Ezekiel Hoskins and wife to William C. Shell conveying

300 acres is properly signed and acknowledged, the descrip-

tion, though, is so very meagre and indefinite that we are

of the opinion that this deed is defective and no good for

want of proper description. Mr. Jeffries informed us that

it was part of the first tract conveyed on page 49. We

find no deed of Thomas Hoskins to Wm. C. Shell or anyone

else conveying their interest in the grant shown on page 51,

and therefore the Asher Lumber Company only has Ezekiel Hos-
kin's interest in the same.

The 2nd tract shown on page 49 is patented in the
name of William C. Shell as is shown on page 52, and we pre-
sume that the third tract is the same as the patent to Alson

Shell, assignee of M. Shell, as shown on page 53; the description on page 49 being so indefinite that we are unable to locate it for a certainty, but this is the only patent in the name of Alson Shell that we could find. The third tract conveyed on page 49 gives no date of patent except the year 1883 and locates the land as being on the south bank of Bad Creek. The patent shown on page 53³ is land on Bad Creek and has for its beginning corner three sugar trees, and from these facts we are led to believe that the third tract conveyed on page 49 is the patent shown on page 53. We are informed that at the date of the deed shown on page 49 Alson Shell was a minor. If that is true the deed is defective as to all of the land attempted to be conveyed by him. That being the case, this entire title which is shown on pages 49 to 53 inclusive, is defective to that extent.

ASHER BROS. TITLE: Beginning on page 54.

G. M. Asher and Wife, H. L. Asher and Wife, and John C. Chappell, bachelor.

To

The Asher Lumber Company.

This ~~land~~ is a deed conveying 5 tracts, the first of which is patented in the name of H. L. Asher as is shown on page 57 of the abstract; the second in the name of Hannah Asher as is shown on page 58; the third in the name of G. M. Asher as is shown on page 59; the fourth also in the name of G. M. Asher, shown on page 60, and the fifth in the name of John C. Chappell, shown on page 61. The deed shown on page 54 is properly signed and acknowledged with the exception that no wife joins with Chappell in the deed, but it recites that John C. Chappell was a bachelor.

For from Hampton Fields and wife as shown on page 55. This deed from Fields and wife is properly signed and acknowledged and is supposed to be derived by Hampton Fields from Thomas Haskins, as shown by deed on page 56 and 57, but the description given in these deeds, especially the one on page 56, are so indefinite that they virtually convey nothing.

On pages 58 and 59-60 of the abstract we show two grants made in the name of Thomas Haskins, but we are

G. M. ASHER, TRUSTEE, TRACT: Beginning on page 62.

G. M. Asher, Trustee, and Lizzie Asher, his wife,

To

The Asher Lumber Company.

This deed, which is properly signed and acknowledged conveys three tracts of land, the first of which grantor derives from E. C. Howard, as is shown on page 64. This deed on page 64 is not dated nor recorded, but is properly acknowledged by Howard and wife and it should be recorded as quickly as possible. We have been unable to find from whom Howard obtained this land.

The second tract, shown on page 62, is derived by grantor from James Turner, &c., as shown by deed on page 15, which is fully explained on page 6 of this opinion.

The third tract shown on page 62 is derived by grantor from Hampton Fields and wife as shown on page 65. This deed from Fields and wife is properly signed and acknowledged and is supposed to be derived by Hampton Fields from Thomas Hoskins, as shown by deed on pages 66 and 67, but the description given in those deeds, especially the one on page 66, are so indefinite that they virtually convey nothing.

On pages 68 and 68-1/2 of the abstract we show two grants made in the name of Thomas Hoskins, but we are

ASHER PROS. AND JOHN C. CHAPPELL TRACT: Beginning on page 65.

unable to say whether or not the land shown on those pages contains the land which he attempts to convey to Fields on pages 66 and 67. The conveyances on those pages should be perfected if possible by giving a description of the land which Hoskins attempts to convey.

which Hoskins attempts to convey.

as the same have been made to the Asher Dumber Co.

convey to the Asher Dumber Co. and to the Asher Dumber Co.

There are twenty separate tracts, as in this tract we will take each

tract and run its title back separately.

tract and run its title back separately.

tract and run its title back separately.

tract and run its title back separately.

tract and run its title back separately.

tract and run its title back separately.

tract and run its title back separately.

tract and run its title back separately.

tract and run its title back separately.

tract and run its title back separately.

tract and run its title back separately.

ASHER BROS. AND JOHN C. CHAPPELL TRACT: Beginning on page 69.

Asher Bros. and John C. Chappell.

To

The Asher Lumber Company. (Deed No. 245.)

This deed conveys a number of tracts of land which grantors held in their separate names, conveyances for which had been made to them and not to the Asher Lumber Co. as they should have been, so in this deed these grantors convey to the Asher Lumber Company all of the land which they had purchased for the Company. There are twenty separate tracts, so in discussing this deed we will take each tract and run its title back separately.

1st. Pace Tract: Described on page 69, title beginning on page 86.

John C. Chappell obtains this from George W. S. Pace and wife by deed shown on page 86. This deed conveys two tracts of land which Pace derived as follows: Second tract from the Commonwealth of Kentucky by grant shown on page 87; first tract from Henry M. Lewis by deed shown on page 88. This deed is properly acknowledged, but no wife joins with Henry M. Lewis. You should be furnished with an

Commissioner of William Page's estate, as shown on page 92.

affidavit showing that he was unmarried at the date of this deed. If he were married at the date of this deed his wife should release her dower interest. Lewis gets this from the Commonwealth of Kentucky by patent shown on page 89.

II.
Charles Page, which survey is shown on page 94 of the 95-

JAMES D. YORK TRACT: Described on page 70; title beginning on page 90.

Deed shown on page 90 to John C. Chappell and G. M. Asher, is properly signed and acknowledged.

Deed on page 91 is the same as the deed shown on page 90, and recites that the land conveyed on page 90 is the same land which James D. York gets from H. D. Shell, but the deed on page 90 conveys 638 acres, while York only gets 550 acres by boundary from Shell by deed shown on page 91. We are of the opinion that the land conveyed on page 90 is contained in the land which York gets from Shell on page 91, and from Hampton Lewis by deed shown on page 95. Mr. Jeffries agrees with us, but as the deeds on pages 91 and 94 are boundaries and not conveyed by metes and bounds, we are unable to tell exactly how much they contain.

The deed shown on page 91 is properly signed and acknowledged. Shell gets part of that land from M. D. Jones,

Commissioner of William Pace's heirs, as shown on page 92.

On page 93 we show 100 acre grant of William Pace. Whether it contains the portion attempted to be conveyed by M. D. Jones on page 92 we are unable to state. The deed on page 91 calls for a 100 acre survey made in the name of Charles Pace, which survey is shown on page 94 of the abstract herewith.

As above stated, York gets part of the land shown on page 90 from Hampton Lewis and wife by deed shown on page 95, which deed is properly signed and acknowledged. Lewis gets it from Abner Pace and wife and Martha Scott by deed shown on page 96, which deed is properly signed and acknowledged. No husband joins with Martha Scott, which should have been done were she married at this date. If unmarried at the date of this deed you should be furnished with an affidavit showing such to be the fact.

On page 97 we show a grant for 50 acres to Abner L. Pace. Whether it contains any of the land conveyed on page 96, we are unable to say, but are of the opinion that this title traced back to December 25, 1868 is far enough. We have been unable to find any patent in the name of Martha Ann Scott.

III.

JOHN YORK TITLE: Beginning on page 71; described on page 98.

This title is conveyed to John C. Chappell, G. M. Asher and H. L. Asher by deed shown on page 98, which deed is properly signed and acknowledged. Mr. Jeffries says that John York gets the land conveyed on page 98 from James D. York by deed shown on page 99, and that James D. York gets it from Henry M. Lewis by deed shown on page 100, and that Henry M. Lewis gets it from George Chappell by deed shown on page 6. The land conveyed on page 98 is described by metes and bounds, but the land conveyed on pages 99 100 and 6 are simply boundaries, and it is impossible for us to tell for a certainty whether or not the land described on page 98 is conveyed in these boundaries, but from our best information we are of the opinion that it is. The deed shown on page 99 is properly signed and acknowledged, but is not signed or acknowledged ~~or acknowledged~~ by the wife of James D. York. If he were unmarried at the date of this deed you should be furnished with an affidavit showing such to be the fact; and if married his wife should release her dower interest in the land conveyed on page 99. The deed on page 100 is properly signed and acknowledged, but on page 101 Clorenda Lewis, wife of Henry M. Lewis, grantor of deed on page 100, releases her dower interest in the tract con-

veyed by Henry M. Lewis on page 100/

IV.

JORDAN BROCK TITLE: Beginning on page 71; described on page 102, &c.

This title is conveyed to Asher Bros. and John C. Chappell by deed shown on page 102, which is properly signed and acknowledged. Brock gets this from the Commonwealth by grant shown on page 103.

V.

JAMES DUFF TITLE: Beginning on page 71; described on p. 104.

This title is conveyed to G. M. Asher by deed shown on page 104, which is properly signed and acknowledged. James Duff gets it from Adrian Napier and wife by deed shown on page 106, which is properly signed and acknowledged, and Napier gets it from the Commonwealth by grant shown on page 107.

VI.

GEORGE CHAPPELL TITLE: Beginning on page 72; described on page 108 &c.

This title is conveyed to John C. Chappell, G. M. and H. M. Asher by deed shown on page 199, which is properly signed and acknowledged. The deed recites that it is the same land which John Chappell and wife conveyed to George Chappell by deed dated Feb. 22, 1872, and recorded in Harlan County in Deed Book F, page 466, which deed is shown

page 109 and is properly signed and acknowledged. The deed shown on page 109 is not dated February 22, 1872, but is recorded in Harlan County in Deed Book F, page 466, and is evidently the same deed referred to by grantor in the deed on page 108; though the dates differ, yet the book and page agree. The description given by the deed on page 109 is so meagre and indefinite that it is impossible to tell for a certainty just where and from whom John A. Chappell gets it, but we are of the opinion that the deed of Frederick Nance to John A. Chappell on page 110 contains the land conveyed on page 109, but on account of the indefinite description of the deed on page 110 we are likewise unable to tell for a certainty where Nance gets it, but are of the opinion that he gets it by patent shown on page 111. The deed of Nance to Chappell on page 110 is not signed by any wife of Nance, which should have been done were he married at that date. If not you should be furnished with an affidavit showing such to be the fact. The acknowledgement of this deed is likewise defective from the fact that it is only proven by the oath of one of the subscribing witnesses.

JAMES BLEVINS TITLE: Beginning on page 72; described on page 112, &c.

This title is conveyed to John C. Chappell on page 112, which is properly signed and acknowledged. We are of the opinion that Blevins obtains this from Silas Boggs and wife by deed shown on page 113, and that Boggs gets it from Wilson Lewis and others, heirs of Henry M. Lewis, by deed shown on page 114; it being part of the first tract shown on said page. We have been unable to find where Henry M. Lewis obtained this, unless it is a part of the land shown on page 7. The certificate of acknowledgement of the deed on page 113 is somewhat ambiguous, but we are inclined to believe that it is good. The deed shown on page 114 is only signed and acknowledged by Wilson, Felix and Hampton Lewis, although Catherine Wills is mentioned in the caption of the deed she neither signs nor acknowledged it. So this deed is not good as to her. If the other grantors were married at the date of the deed their wives should have joined with them; if unmarried you should be furnished with an affidavit showing such to be the fact.

VIII.

BAD CREEK TITLE No 1: Beginning on page 72; described on page 105 &c.

This title consisting of four tracts is conveyed

to John C. Chappell, G. M. Asher and H. L. Asher by deed shown on page 115. But while this deed on page 115 purports to be from William J. Munsey and Elizabeth Munsey his wife, and Lucinda Pennington it is only signed and acknowledged by "Jasper" Munsey. Lucinda Pennington and Elizabeth Munsey neither signing nor acknowledging. If Jasper Munsey is the same as William J. Munsey you should be furnished with an affidavit showing such to be the case. The first tract mentioned on page 115 is derived by Elizabeth Munsey by patent shown on page 116, but as she does not join in the deed shown on page 115 the Asher Lumber Company derives no title to this tract.

The 2nd and 3rd tracts conveyed on page 115 are derived by Simon Garrison by grants, as shown on pages 105 and 106. Who Simon Garrison conveys these grants to, or how the grantor on page 115 became possessed of them, if they ever did, we have been unable to find from the records. If grantors on page 115 have no title to the tracts therein conveyed, it follows that the Asher Lumber Co. likewise has no title.

The 4th tract conveyed on page 115 is derived by Thomas Hoskins by grant shown on page 119. On page 66 Hoskins conveys part of it to Hampton Fields, but where the grantors on page 115 get the part which they convey to Chappell &c., we are unable to find from the records.

Deed No. 115 is a deed prepared for Simon Garrison and wife to execute, but is neither signed, acknowledged or recorded, and of course is no good. If Garrison and wife would execute this deed it would perfect the portion of this tract which is patented in the name of Garrison. From all we can gather from the records it is our opinion that the Asher Lumber Co. now has no title to this Bad Creek land. We were informed by J. M. Howard, the County Clerk of Leslie County, that Elizabeth Munsey was the grandmother of W. J. Munsey, and that Lucinda Pennington was the wife of W. J. Munsey and that she was divorced and took her maiden name. The deed on page 115 recites that Elizabeth Munsey is the wife of William J. Munsey. We are unable to reconcile the conflicting statements, so are we unable to find why Lucinda Pennington is made a party to the deed on page 115, or what interest she has in the property therein attempted to be conveyed. In Deed Book 1, page 90 of the Leslie County records Simon Garrison conveys 300 acres to Ezekiel Munsey, but who Ezekiel Munsey is, or what he does with the land, or whether it is part of the land patented by Garrison shown on page 117 and 118, we are unable to tell. Ezekiel Munsey's post office was Benge, Clay County, Ky.

GEORGE NANCE TITLE: Beginning on page 73; described on page 120 &c
HAB CHERRY TITLE No. 87: Beginning on page 73; described on page

124. This title is conveyed to John C. Chappell by deed shown on page 120, which is properly signed and acknowledged. Nance gets part of it by grant shown on page 121, and part from John C. Chappell by deed shown on page 122, which deed is properly signed and acknowledged by John C. Chappell alone, no wife joining. If he were unmarried at the date of this deed you should have the proper affidavit showing such to be the fact. The description on page 122 is so very indefinite and contains no calls or boundaries by which we could locate it, so that we are unable to find where Chappell gets the land, but are of the opinion that he gets part of it from Henry M. Chappell by deed shown on page 123, which deed is properly signed and acknowledged. Mr. Jeffries says that Henry M. Chappell, who is a brother of John C. Chappell, gets this land from his father John A. Chappell, who got it from Frederick Nance; but we have been unable to find any conveyance from John A. Chappell to Henry M. Chappell, or ~~any~~ from Frederick Nance to John A. Chappell. Mr. Jeffries is also of the opinion that the deed shown on page 123 contains a portion of the land conveyed by deed shown on page 122.

BAD CREEK TITLE No. 2!+ Beginning on page 73; described on page 124. ~~BY DUFF TITLE: Beginning on page 74; - 200 acres.~~

This title is conveyed to John C. Chappell by Alexander Pennington and wife by deed shown on page 124 which is properly signed and acknowledged. Alexander Pennington gets this from William Pennington by deed shown on page 125 which deed is properly signed and acknowledged, though ~~the~~ the certificate of acknowledgement is somewhat ambiguous. Wm. Pennington gets it from Simon Garrison and wife by deed shown on page 126, which deed is properly signed and acknowledged and Garrison gets it by patents shown on page 127.

~~unmarried and should have an affidavit showing him to be the fact. This deed is properly acknowledged and signed.~~

~~The first tract conveyed by Andrew Duff on page 126 is so indefinite and vague as to be impossible to tell exactly where it is located and whether it is within the land which was claimed by the State or whether it is within the land which was claimed by the United States. We are of the opinion that the description of the land is so indefinite that the deed is void. We are of the opinion, though, that Duff received the first tract from John C. Garrison by deed shown on page 126 and this opinion is confirmed by the fact that Duff is shown as having received the same from John C. Garrison on page 127. And if he were married at this date he should have made an affidavit as such places and persons if he were such as to be the fact. This deed is properly acknowledged.~~

ANDREW DUFF TITLE: Beginning on page 74:- 200 acres.

This title is conveyed to John C. Chappell by Andrew Duff and wife, as is shown on page 128 of the abstract, which deed is properly signed and acknowledged.

Andrew Duff obtains the second tract, conveyed on page 128 from Ezekiel Hoskins, as is shown by deed on page 129, Hoskins obtaining it from the Commonwealth of Kentucky by grant, as shown on page 130.

No wife joins with Ezekiel Hoskins on page 129 and if he were married at said date she should have done so, and if unmarried you should have an affidavit showing such to be the fact. This deed is properly acknowledged by Hoskins.

The first tract conveyed by Andrew Duff on page 128 is so indefinite and meagre as to be impossible to tell exactly from whom he obtained the land which he attempts to convey, and we are of the opinion that the description is so indefinite that the deed as to the first tract is void. We are of opinion, though, that Duff received the first tract from John D. Coldiron by deed shown on page 131 and this opinion is concurred in by Mr. Jeffries. No wife joins with Coldiron on page 131, and if he were married at this date she should have done so, if unmarried you should have an affidavit showing such to be the fact. This deed is properly acknowledged.

The description of the first tract on page 128 says that "it is to include and cover all of that part of a one thousand acre survey made in the name of Frederick Nance." If the land on page 131 - deed of John D. Coldiron to Andrew Duff - conveys part of this 1000 acres patent, we are unable to find where Coldiron gets it. But as this deed was acknowledged August 18th, 1864, and recorded December 11, 1866, it will be seen that Duff and his grantees have been in possession of it more than thirty years. Frederick Nance has a one thousand acre patent, as shown by grant on page 132, but I don't find where Frederick Nantz conveys any of it to J. D. Coldiron.

133
WILSON DEED TITLE: Beginning on page 73 of the abstract,
134
LEWIS HARRIS TITLE: Beginning on page 74.- 200 acres.

This title is properly conveyed to John C. Chappell,
G. M. Asher and H. L. Asher by Lewis Harris and wife,
by deed recorded in Deed Book 4, page 542 of the Leslie
County records, and shown on page 134 of the abstract, which
deed is properly signed and acknowledged. Lewis Harris obtains
this from the Commonwealth of Kentucky by grant shown on
page 135.

He has lived on this land, now it is possession and now
claims it as his own, - under what authority we are unable
to find out.

136
WILSON DIXON TITLE: Beginning on page 75 of the abstract,-
181-1/4 acres.

This title is conveyed to John C. Chappell, G. M. Asher and H. L. Asher by Wilson Dixon and wife, by deed shown on page 136, which deed is properly signed and acknowledged.

Mr. Jeffries says that Wilson Dixon gets this from his father, James Dixon, who got it by grant No. 8083, which grant is not shown in the abstract. He also says that David (Alex.) Turner lives on this land, has it in possession and now claims it as his own,- under what authority we are unable to find out.

138.
ANDREW FAIRBANKS TITLE: Beginning on page 86. 137
HAMPTON FIELD TITLE: Beginning on page 75. 300 acres.
Explanation of this tract will be found on page 2
This title is conveyed by Hampton Field and

wife to John C. Chappell, G. M. Asher and H. L. Asher, by
deed shown on page 137 of the abstract, which is properly
signed and acknowledged. We have been unable to find where
Field obtained this, unless he gets it from Thomas Hoskins,
as shown on page 67; explanation of which is fully made on
page 27 of this opinion.

138.

ANDREW BAILEY TITLE: Beginning on page 76.

Explanation of this tract will be found on page 9
of this opinion.

Asher and S. L. Asher of the Asher and Asher Co. are shown on page 117 of the abstract, which tract is properly signed and acknowledged.

Mr. Jefferson and Mr. Wells are this tract party.
H. Lewis and wife by acknowledgment on page 120 of the abstract, which is properly signed and acknowledged and that H. Lewis wife is shown on page 121 and wife is shown on page 122, which are properly signed and acknowledged.
Harry H. Lewis bought a portion of the land shown on page six to James H. Cook, as shown on page 123 of the abstract. Lewis granted to James H. Cook on page 124 of the abstract.

139

John C. Shell Sr., Title: Beginning on page 76.

This title is conveyed to John C. Chappell, G. M. Asher and H. L. Asher by John C. Shell and wife, by deed shown on page 139 of the abstract, which deed is properly signed and acknowledged.

Mr. Jeffries says that Shell gets this from Henry M. Lewis and wife by deed shown on page 140 of the abstract, which is properly signed and acknowledged and that Henry M. Lewis gets it from Geo. Chappell and wife by deed shown on page six, which also is properly signed and acknowledged. Henry M. Lewis conveys a portion of the land shown on page six to James D. York, by deed shown on page 100 of the abstract. Lewis deriving it from deeds shown on pages 6 and 7 of the abstract.

John C. Shell Sr., Title: Beginning on page 76: Described on page 139.

This tract is conveyed by John C. Chappell,

G. M. & H. L. Asher by John Duff and wife and Andrew Duff and wife by deed shown on page 144, which deed is properly signed and acknowledged. Andrew Duff obtains a portion of the land conveyed on page 144 from Adrian Napier and wife by deed shown on page 145, Napier receiving same from the Commonwealth by grant shown on page 146. The JOHN I. SHELL TITLE: Beginning on page 76; described on page 141.

This title is conveyed to John C. Chappell and G. M. Asher and H. L. Asher by deed shown on page 141, which deed is properly signed and acknowledged. Mr. Jeffries says that Shell gets this land from Silas Boggs by deed shown on page 142, which deed is properly signed and acknowledged, and that Boggs gets it by deed shown on page 143. This deed is also shown on page 114. We are of the opinion that the 3rd tract shown on page 114 contains the same land conveyed on page 129 by Boggs to Shell. For further explanation of this title you are referred to page 35 of this opinion.

This tract containing 1970 acres is one boundary and 690 acres in another is conveyed to the Asher Lumber Co. by deed 243, the beginning of which is shown on page 78 of the abstract. Chappell obtains the first boundary of 1970 acres as follows: by deed on page 147 he derives all of the interest of Daniel Howard and wife and Simon

JOHN & ANDREW DUFF TITLE: Beginning on page 78: Described on page 144.

This tract is conveyed by John C. Chappell,

G. M. & H. L. Asher by John Duff and wife and Andrew Duff and wife by deed shown on page 144, which deed is properly signed and acknowledged. Andrew Duff obtains a portion of the land conveyed on page 144 from Adrian Napier and wife by deed shown on page 145, Napier receiving same from the Commonwealth by grant shown on page 146. The deed on page 145 is properly signed and acknowledged and only contains a portion of the land conveyed on page 144. We have been unable to find any conveyance from any one to John Duff conveying a portion of the land described on page 144, and therefore are unable to find what interest he had in the tract therein conveyed. We have been unable to find where the grantors on page 144 get the land therein conveyed except the portion which Andrew Duff obtained on page 145.

XIII.

J. C. CHAPPEL TRACT: Beginning on page 78; described on page 147.

This tract containing 1970 acres is one boundary and 800 acres in another is conveyed to the Asher Lumber Co. by deed 245, the beginning of which is shown on page 78 of the abstract. Chappell obtains the first boundary of 1970 acres as follows: by deed on page 147 he derives all of the interest of Daniel Howard and wife and Simeon Chappell and ^{wife} ~~White~~. The grantors in the deed on page

147, Clorenda Howard and Simeon Chappell, were children of John A. Chappell, deceased, and the land therein conveyed in a part of the land owned by John A. Chappell at the date of his death. John A. Chappell died leaving the following heirs: Clorenda Howard, Simeon Chappell, Henry M. Chappell, Reuben Chappell, Burgoyne Chappell, George Chappell, John C. Chappell, Malachi Chappell and Nancy Chappell, who married John Asher and was afterwards divorced. In addition to these heirs John A. Chappell left a widow surviving. In addition to the interests of Clorenda Howard, Simeon Chappell and John C. Chappell, which are conveyed by deed 245 to the Asher Lumber Co., the Company also in that deed acquires the interests of George Chappell, Henry Chappell, Reuben Chappell, Nancy Asher and Burgoyne Chappell in and to the 1970 acres, which interests were conveyed to G. M. Asher by deeds shown on page 148 and 149; the Company thus receives the interests of all of John A. Chappell's heirs in this 1970 acres with the exception of the interest of Malachi Chappell and Mrs. Chappell's dower interest. Shortly after the death of John A. Chappell Malachi Chappell died without a will, which under our law gave his mother a one half interest absolutely in his interest of his father's estate, the other half going to the other brothers and sisters. Mrs. Chappell has now died leaving no will, so her half interest

deed shown on page 148 was an idiot with a committee, which if true would make his conveyance of no value; but this is only hearsay and we are unable to verify the correctness of in Malachi's interest of John A. Chappell's estate descends to the other children. Therefore, all of John A. Chappell's children now living are entitled to what interest Malachia owned at the date of his death in his father's estate; and to perfect the Company's title in this 1970 acres they should have a deed from Henry M., Simeon, Reuben, Burgoyne and George Chappell, Clorenda Howard and Nancy Asher, conveying their interests in Malachi's interest; and if any of them have died leaving issue, their issue should convey the interest of their respective parents.

The deeds on page 147 and 149 are properly signed and acknowledged, but the deed on page 148 is signed by all the grantors except John Asher, and acknowledged by all of the grantors, though the deed is not recorded. Of course this deed is not good as against subsequent purchasers for a valuable ~~xxxxxxxx~~ consideration unless it is recorded; but our opinion of this title is given as though this deed were recorded, which should be done as quickly as possible. We are unable to explain how the deed on page 148 could have been acknowledged by John Asher and not signed by him, but John Asher, so we are informed, has been divorced from Nancy Asher which, if true, would give him no interest in the property. We are informed that Burgoyne Chappell at the date of the

deed shown on page 149 was an idiot with a committee, which if true would make his conveyance of no value; but this is only hearsay and we are unable to vouch for the correctness of the report. In deed book 3, page 12 of the Leslie County records, Peter Wilson and wife convey this 1970 acres to John C. Chappell. Where the grantors obtained it we are unable to find, but we are informed by Mr. J. M. Howard, County Clerk of Leslie County, that John C. Chappell conveyed all of this land to Peter Wilson to keep from paying a fine, but there is no record of Chappell ever having made this conveyance. The supposition in Leslie is that Chappell thought he could escape paying the fine by transferring his property to Wilson, and as soon as the indictment or fine had ~~been~~ become blown over he would have Wilson to re-convey ~~to~~ it to him, which Wilson did, though Chappell's conveyance to him had never been recorded. We do not think this deed in Deed Book 3, page 12 is any cloud on the title, but simply makes the explanation of this deed as given to us by a citizen of Leslie.

John A. Chappell obtained this land from various sources by deeds and patents a number of years ago and through so many conveyances that we are unable to incorporate into the abstract his exact patents and deeds which contain the land conveyed by deed 245.

We have been unable to find where John C. Chappell got

the second tract conveyed by deed 245 on page 80. This conveyance, though, recites that it is the same tract which George Nance conveyed to J. C. Chappell by deed of record in the Leslie County Court and containing 800 acres, more or less. The only deed of Nance to Chappell which we find is the deed shown on page 120 of this abstract, which reads very much like the second tract shown on page 80. If that is the same tract we have passed on that title as will be shown to a reference to page 38 of this opinion.

The 150 acre survey attempted to be conveyed on page 147 conveys no title to John C. Chappell at all on account of its indefiniteness, but we have nothing to do with this as Chappell does not attempt to convey this to the Company.

XIV.

BIRDINE SAYLOR TRACT: Beginning on page 80; described on page 150.

By deed on page 150 Birdine Saylor and wife convey a number of tracts to G. M. and H. L. Asher. This deed is properly signed and acknowledged. By this deed Saylor attempts to convey some 16 tracts, but Carter Helton on page 172 conveys to G. M. and H. L. Asher a number of the same tracts which Saylor conveys on page 150. It is quite evident that Saylor did not have title to all of

the tracts which he attempts to convey on page 150; that is, title of record; but those which he did not have title to were owned by Carter Helton, so the Company eventually gets these 16 tracts shown on pages 150 to 153 inclusive, either from Saylor or Helton. It seems that Saylor had bought from Carter Helton the tracts which he conveyed but had never received a deed for them, and in conveying on page 150 he included these tracts bought from Helton but for which he had no deed; so when he demanded his deed from Helton he simply had him to make the deed to G. M. and H. L. Asher direct instead of making it to him. The deed on page 171 is evidently the one which Helton made to Saylor, but which ~~was~~ never recorded. This deed is dated February 22, 1877, and the conveyance of Saylor to Asher Bros. is August 29th, 1889. Our explanation of it is that the deed from Helton to him dated February 22, 1877, had not been recorded, but after making the deed shown on page 150, either he or Asher Bros. discovered that Saylor had no deed of record from Helton and therefore had Helton to make the deed shown on page 172. Therefore, tracts 1, 2 and 3 on page 150, and 7, 8 and 9 on page 151 were owned by Carter Helton and the abstract to which will be passed on later, and we will not pass on the other tracts conveyed by Saylor to which he is supposed to have had title.

this land from Ezekiel Hagkine by deed shown on page 150. No

Tracts Nos. 4 and 5 are conveyed to Birdine Saylor by Abner Spurlock by deed shown on page 154. No wife joins with Spurlock, which should have been done were he married at the date of this deed, and our opinion is that he had a wife at this time; if so, she should release her interest in this tract. Otherwise his deed is properly signed and acknowledged. Abner Spurlock is said to be an only son of William Spurlock in whose name the fourth tract ~~am~~ shown on page 151 is patented, by grant shown on page 155, and in whose name the 5th tract shown on page 151 is patented by grant shown on page 156. You should be furnished with an affidavit showing that Abner Spurlock was the only son of William Spurlock, and that he inherited the land conveyed on page 154 from his father.

The 6th tract shown on page 151 Saylor gets from Ephram Brock and wife by deed shown on page 157, which deed is properly signed and acknowledged, and Brock derived it from Joseph Caldwell and Stacy Caldwell by deed shown on page 158. This deed is recorded in Book 1, page 229, of the Leslie County records, but there is no date of its acknowledgment or recording and has nothing to show that it was ever acknowledged, nor does it show whether Stacy Caldwell was the wife of Joseph Caldwell or not. For these reasons we are of the opinion that this deed is void. Jasper Caldwell gets

this land from Ezekiel Hoskins by deed shown on page 159. No wife joins with Ezekiel Hoskins, which should have been done were he married at the date of this deed. If unmarried you should have the usual affidavit showing such to be the case. This deed is acknowledged properly and although it gives no date as to when it was recorded we are of opinion that the deed is good. We are unable to account for Joseph and Stacy Caldwell on page 158 conveying the land which Jasper Caldwell receives on page 159, unless it is that they were the children of Jasper Caldwell and inherited it from him. If such is the case you should be furnished with an affidavit showing that Joseph and Stacy Caldwell were the only heirs of Jasper Caldwell and that they inherited the land which they convey on page 158 from Jasper Caldwell. If our supposition is not true we have no means of stating by what right Joseph and Stacy convey the land on page 158, as there is no deed of record to them for such land. Ezekiel Hoskins obtains the land conveyed by him on page 159 by grant from the Commonwealth, as is shown on page 160.

Birdine Saylor receives the 10th tract, shown on page 152 by deed from Felix G. Farmer and wife, shown on page 164, which deed is properly signed and acknowledged. Farmer obtains this from the Commonwealth by grant shown on page 165. Birdine Saylor receives the 11th tract shown on page 152 by

grant, as shown on page 166. The 12th and 13th tracts shown on page 152 are patented in the name of Joseph and Eli Saylor as shown on page 167 and 168 respectively. We are informed that Joseph and Eli were both sons of Birdine Saylor and were infants when this land was granted to them by the Commonwealth. If this is true Birdine had no right to convey this, and if he has received no deed from Joseph and Eli Saylor the Asher Lumber Company has no title to the two grants shown on page 167 and 168, and to acquire title to this you should have Joseph and Eli Saylor convey same to you direct.

Tract 14 shown on page 152 is derived by Birdine Saylor by Ephriam Brock which is the second tract shown on page 157. We are unable to state definitely where Ephriam Brock gets this tract, but were informed by Mr. Jeffries that ^{he} obtained it by patent. Ephriam Brock has a patent for 200 acres as shown on page 269, and we are of opinion that this 2nd tract shown on page 167 is contained in that patent shown on page 269.

Tracts 15 and 16 shown on page 153 are conveyed ~~ed~~ to Birdine Saylor by Robert Helton by deed shown on page 169 and 170. No wife joins with Helton in either of these deeds which should have been done were he married at this date. If

not married you should be furnished with the usual affidavit showing such to be the case. There is no date of acknowledgement or recording of these deeds, nor certificate of the Clerk showing when same was acknowledged or recorded. On the back of the original deed we find these words: "Acknowledged before me this 24th day of July, 1874." There is nothing on the deed to show that it was ever properly acknowledged or certified, and for that reason we are of the opinion that these deeds shown on pages 169 and 170 are void. It is a close question, though, and the statement of the Clerk on the back of the deed, as above referred to might be held sufficient; but if you can get a deed perfecting it, it would be better for you to do so. Where Robert Helton gets the land conveyed on page 169 and 170 we have been unable to find. On page 161 Birdine Saylor obtains 150 acres from Palistine Baker. This deed is signed by Palistine Baker and Julia Baker, not stating whether Julia is his wife or not, and acknowledged by Palistine Baker and Julia Baker, his wife, but the date of the acknowledgement is not given, neither is the certificate of acknowledgement or recording dated. The deed does not purport to convey Julia Baker's interest and we are of the opinion that she has not lost her dower right in this tract under this deed. If this deed contains any of the land which the Asher Lumber Company acquired by deed shown on

The first tract conveyed on page 173 is derived from the page 80, you should have a deed from Palistine Baker's wife releasing her interest in same. Palistine Baker receives it from Solomon Brock by deed shown on page 162, which deed is properly acknowledged, except that the date of the certificate of recording is not given; but we do not think ~~think~~ this affects the legality of the deed. No wife joins with Solomon Brock, which should have been done were he married at the date of this deed; if not you should be furnished with the proper affidavit showing such to be the case. Solomon Brock receives this by grant shown on page 163.

Tracts 1, 2 and 3 shown on page 150 are conveyed to G. M. and H. L. Asher by Carter Helton and wife by deed shown on page 172. This deed is not signed or acknowledged by Elizabeth Helton, wife of Carter Helton, but is properly signed and acknowledged by Carter Helton. You should have a deed from Elizabeth Helton releasing her dower interest in this property. The first two tracts shown on page 150 Helton derived from Alexander Chastain by deed shown on page 173 and Chastain derived the second tract by grant shown on page 174. The deed shown on page 173 of Chastain to Helton is properly signed and acknowledged but no wife joins with Chastain, which should have been done were he married at this date; if unmarried you should have the usual affidavit showing such to be the fact.

The first tract conveyed on page 173 is derived from the Commonwealth of Kentucky by Alexander W. Chastain and Felix G. Farmer. Chastain conveys his interest on page 173, but we have been unable to find what Farmer did with his interest. The third tract shown on page 150 is derived by Carter Helton from ^{Andrew} Simpson by deed shown on page 179. Simpson ~~derived~~ it by grant shown on page 180. No wife joins with Simpson in the deed shown on page 179, which should have been done were he married at this date; if unmarried you should be furnished with the customary affidavit showing such to be the fact. This deed is properly acknowledged but the date of the certificate is not given. Tracts 7, 8 and 9 shown on page 151 and conveyed to the Asher Lumber Co. by Helton on page 172 are derived by said Helton from the Commonwealth by grants shown on page 176, 177 and 178.

The land which the Asher Lumber Co. acquires from Birdine Saylor title, shown on page 80, amounts to 2923 acres, but the amount conveyed to G. M. and H. L. Asher by deeds shown on pages 150 and 172 amounts to 1485. Birdine Saylor also receives from Palistine Baker 150 acres shown on page 161, but whether he conveys this to the Ashers we are unable to tell, and where the grantor is in the deed shown on page 60 (which is deed 245) get the 20th tract, shown on page 80, known as the Birdine Saylor tract, we are unable to tell.

least 1200 acres which is conveyed by the Asher Bros. on page

80 to the Ashers.

Deed "A", shown on page 152 which is a part of Birdine Saylor's land does not give the number of acres, so that deed is not counted in the 1485 acres above mentioned. It may be that the deed shown on page 170 of Carter Helton &c. to Birdine Saylor purporting to convey 1650 acres is a part of the land conveyed on page 80 and is entirely different from the land conveyed on page 172 by Helton to the Asher Bros. If this is the case the deed on page 171 should be recorded at once. The title to this land now stands as follows:

The Asher Lumber Co. on page 80 receives from Chappell and Asher Bros. tract No. 20 entitled: "Birdine Saylor tract" which deed conveys 2923 acres. Birdine Saylor and Carter Helton on pages 150 and 172 convey to the Asher Bros. 1485 acres. In addition to that Saylor conveys to the Asher Bros. the 14th tract on page 152, the number of acres not given, and he also has title to 150 acres from Palistine Baker shown on page 161. Saylor also has an unrecorded^{deed} from Carter Helton on page 171 for 1650 acres. If this land conveyed on page 150 is separate from the land conveyed by Helton on page 171 and should be a part of the land conveyed on page 80, all of that land will have been accounted for. If the land conveyed on page 171 is not a part of the land conveyed on page 80 we are unable to account for at least 1500 acres which is conveyed by the Asher Bros. on page 80 to the Company.

ANDREW BROCK TITLE: Described on page 151.

This is a conveyance by Brock and wife to the
The deed shown on page 150 reserves a lien for \$20000. If
Asher Brock, which deed is properly signed and acknowledged,
this has been paid it should be released on the margin of
and Brock obtained it by release shown on page 152. We are
Deed Book 3, page 523 of the Leslie County records.

unable to find where Asher Brock ever conveyed title to the

Asher Luther Company.

ANDREW BROCK TITLE: Described on page 181. 183.

This is a conveyance by Brock and wife to the Asher Bros., which deed is properly signed and acknowledged, and Brock obtained it by patent shown on page 182. We are unable to find where Asher Bros. ever conveyed this to the Asher Lumber Company. company we have been unable to find.

ELIHU CALDWELL TITLE: Described on page 183.

This is a conveyance of Elihu Caldwell and wife to Asher Bros., which conveyance is properly signed and acknowledged. Caldwell derives this by patent from the Commonwealth shown on page 184. When or where the Asher Bros. convey this to the Asher Lumber Company we have been unable to find.

HARDING SPARKMAN TITLE: Described on page 185.

This is a conveyance of Harding Sparkman and wife to the Asher Lumber Company conveying some 404 acres, which deed is properly signed and acknowledged. Harding Sparkman derives 100 acres from Uriah Sparkman shown on page 187, and another 100 acres from Uriah Sparkman shown on page 188, and 50 acres from William Sparkman shown on page 191, making a total of 250 acres. Where he derived the 404 acres which he conveys on page 185 we have been unable to find. The deed on page 185 is properly signed and acknowledged by Uriah Sparkman but no wife joins with him and we understand that he had a wife at the date of this deed. If such is the fact you should have a deed from her releasing her interest in the land conveyed on page 187. The deed on page 188 is properly signed and acknowledged by both Uriah Sparkman and his wife. We have been unable to find where Uriah Sparkman obtained the land conveyed on page 187, but the land conveyed on page 188 he derived from William Smith by deed shown on page 189, which deed is properly signed and acknowledged by William Smith, but no wife joins with him, which should have been done were he married at this date; if unmarried you should have an affidavit showing such to be the fact. On page 190

we show a deed to William Smith, but we are unable to state whether it contains any of the land conveyed by William Smith on page 189. We think the date of the deed on page 189 - April 5, 1852 - runs the title back far enough, so have looked no further for any land conveyed to William Smith. The deed on page 191 is properly signed and acknowledged, and the grantor therein obtained that land by grant shown on page 192. are led to believe that from the fact that a number of the names and bounds and courses are the same. In fact so many of the landmarks called and corners are identically the same that we are sure that the deed on page 192 contains some, if not all of the lands 1, 2 and 4 shown on pages 183, 184 and 185. Assuming this to be true we will now run back the title of John Dixon to the property conveyed on page 188. The deed on page 188 is a deed of William Dixon, Commissioner of John Dixon's heirs to John Metcalf. We have examined the papers in this suit, which are found in Vol. 25, Bundle 9, of the Eastern Circuit Court records, and find that the proceedings were all regular. It was a suit brought to settle up John Dixon's estate. Judgment was rendered in Jan. 1856, directing William Dixon, Special Commissioner to sell John Dixon's land. In October 1856 William Dixon filed his Report and the land was sold, and after

ADRIAN METCALF TITLE: Described on page 193.

Adrian Metcalf and wife and Isaiah Metcalf, bachelor, on page 193 convey six tracts to the Asher Lumber Co., aggregating 2564 acres. The 1st, 2nd and 4th tracts shown on page 193, 194 and 196 contain 240 acres, 1142 acres and 933 acres respectively, and are contained in the deed of William Dixon, Commissioner for John Dixon's heirs, shown on page 198. We are lead to believe this from the fact that a number of the metes and bounds and courses are the same. In fact so many of the ~~xxxxxx~~ calls and corners are identically^c the same that we are sure that the deed on page 198 contains some, if not all of the tracts 1, 2 and 4 shown on page 193, 194 and 196. Assuming this to be true we will now run back the title of John Dixon to the property conveyed on page 198. The deed on page 198 is a deed of William Dixon, Commissioner of John Dixon's heirs to Adrian Metcalf. We have examined the papers in this suit, which are found in No. 23, bundle 9, of the Harlan Circuit Court records, and find that the proceedings were all regular. It was a suit brought to settle up John Dixon's estate. Judge^{man} was rendered in May 1868, directing William Dixon, Special Commissioner to sell John Dixon's land. In October 1868 William Dixon filed his Report showing what he had done, and after

lying over three days without any exceptions being filed to same he was directed to convey to Adrian Metcalf the land purchased by him, which is the deed shown on page 198. This deed conveys six tracts derived by John Dixon from the following sources: the first and second tracts shown on page 198 are parts of the 1000acre survey made in the name of John Dixon, which patent is shown on page 200. The 3rd tract on page 198 is the same as the patent of John Dixon shown on page 201. The 4th tract shown on page 189 is a part of the 1200 acre patent of John Dixon shown on page 202. The 5th tract shown on page 199 is the same as the 100 acre patent of John Dixon shown on page 203; and the 6th tract shown on page 199 is a part of the 1200 acre survey made in the name of John Dixon, as shown on page 202. With this title of John Dixon's explained, and assuming as above stated that tracts 1, 2 and 4 of the deed on page 193 was the land purchased by Metcalf from Dixon, shown on page 198, we have accordingly explained on the title of tracts 1, 2 and 4 of the deed on page 193. The 3rd tract of Adrian Metcalf shown on page 196 he derives by patent as shown on page 204, and the 5th tract shown on page 197, Metcalf derives by patent as shown on page 205.

We have now disposed of tracts 1, 2, 3, 4 and 5 of the deed shown on page 193. Where do the grantors of the deed

shown on page 193 get the 6th tract conveyed by them on page 197 is now the question, and we are compelled to state that we have been unable to locate this tract definitely, or to account for Isaiah being a party to the deed shown on page 193, unless it is that he owned this 6th tract, as the other tracts we have shown to have been owned by Adrian Metcalf. Assuming that Isaiah Metcalf did own the 6th tract we have on pages 225 to 232 inclusive shown his title to certain tracts of land which may contain the 6th tract shown on page 197. We have also on pages 206 to 223, inclusive, shown Adrian Metcalf's title to various other tracts of land, which might contain some of the land ~~mentioned~~ conveyed by deed on page 193. If these conveyances explained above should not contain all of it, we will therefore, pass on the title shown on pages 206 and 233 inclusive, upon the hypothesis that they contain some of the land conveyed by deed on page 193, though we are of opinion that if they contain any it is only the 6th tract shown on page 197. On page 206 there is a grant to Andrew Metcalf, and we include this thinking that it might have been meant for Adrian Metcalf. Pages 207 and 208 are grants of Adrian Metcalf; 209 is a deed of Lewis and wife to Adrian Metcalf, which is properly signed and acknowledged. Lewis derives the land from John A Metcalf by deed shown on page 210, which deed is properly signed and acknowledged, and Metcalf derives it from Thomas

deed is properly signed and acknowledged except that no wife
Creech by deed shown on page 211 and Creech from the Common-
wealth by patent shown on page 212. The deed on page 211
is not good for the reason that the signature was only prov-
en by one witness. John Dixon on page 213 conveys 100 acres to
Adrian Metcalf, but this deed is likewise not good because the
signature is only proven by one witness. John Dixon
obtains this from John Lewis by deed shown on page 214, and
as this deed was dated in 1848, we have traced Lewis' title
back no further. No wife joins with Lewis, which should have
been done were he married at the date of this deed; if
not married you should be furnished with the usual affidavit
showing such to be the fact. Adrian Matcalf receives a
tract of land from John A. Metcalf by deed shown on page 215.
No wife joins with Metcalf, which should have been done ~~w~~^e he
married at the date of this deed; if unmarried you should be
furnished with the usual affidavit showing such to be the fact.
Our notes on this deed show that the signature is proven by one
witness, but it is our recollection that this deed was signed
in the presence of two witnesses, and that the signature of the
grantor was proven by one of the witnesses and the attestation
of the other witness~~s~~ to the deed proven. If ~~this~~^{this} is true
this deed is good.

The land derived on page 215 is derived ^{by} ~~from~~ John A. Met-
calf from C. B. Brittain by deed shown on page 216, which

deed is properly signed and acknowledged except that no wife joins with C. B. Brittain. If he was married at the date of this deed his wife should have joined with him; if unmarried you should be furnished with an affidavit showing such to be the fact. We were informed that C. B. Brittain is the same as Carlo B. Brittain and that he was a son of George Brittain and that this land was patented in the name of George Brittain. If such is the case you should be furnished with an affidavit showing that C. B. Brittain was the only son of George Brittain. In Will Book 1, page 55 of the Harlan County records, we find the will of George Brittain devising all his land to Carlo Brittain.

On page 217 Adrian Metcalf obtains 44 acres from Frank Browning and wife and Johnathan Browning and wife, which deed is properly signed and acknowledged, the grantors receiving same by a deed shown on pages 218 and 219, which deed are properly signed and acknowledged. The grantors of the deeds on pages 218 and 219 are said to have derived the land from William Dixon, Commissioner, by deed shown on page 220, which deed is a part of the 1200 acres patented to John Dixon on page 202. Adrian Metcalf obtained the tract of land from Henry B. Shell and wife by deed shown on page 221, Shell obtaining a part of it, as we believe, by deed shown on page 220.

The deeds shown on page 220 and 222 are properly signed and acknowledged. Adrian Metcalf also receives a tract of land from Gilbert Lewis and wife by deed shown on page 223, which deed is properly signed and acknowledged, but where Lewis gets it we have been unable to find.

Isaiah Metcalf receives a boundary of land from Gilbert Lewis on page 224, which deed is properly signed and acknowledged, but we are unable to find where Lewis obtained it. ~~Isiah~~ Isaiah Metcalf also receives a tract of land from William Griffith and wife by deed shown on page 225, which deed is properly signed and acknowledged, and Griffith receives it from John A. Metcalf by deed shown on page 226, it being the first tract shown on that page, John A. Metcalf receiving it from Jesse Lewis by deed shown on page 227 and Jesse Lewis by patent shown on page 228. The deed shown on page 226 is properly signed and acknowledged, and the deed on page 227 is only proven by one subscribing witness. If this witness had proven the attestation of another witness to the signature the deed would have been good. Isaiah Metcalf also receives a tract of land from S. P. Browning and wife by deed shown on page 229, which deed is properly signed and acknowledged, and Browning receives it from John A. Metcalf, so we believe, by deed shown on page 230. This deed is also properly signed and acknowledged. Isaiah Metcalf also re-

ceives a tract of land from Frank Browning and wife by deed shown on page 231 from William Creech and wife by deed shown on page 232, and from Johnathan Browning and wife by deed shown on page 233, which deeds are properly signed and acknowledged. As above stated, we are of the opinion that the land shown on page 206 and 233 inclusive, if affecting any of the land conveyed by Adrian Metcalf to the Asher Lumber Company, on page 193, will affect only the 6th tract of said deed, which is shown on page 197.

HENRY SMITH TITLE: Described on page 234.

This is a conveyance of Henry Smith and wife, which is properly signed and acknowledged, conveying to G.M. Asher, Trustee for the Asher Lumber Co., some 853 acres, but we have been unable to find when or where G. M. Asher conveys to the Asher Lumber Co. At the end of this deed is a full explanation of what is attempted to be conveyed. Henry Smith derives part of the land conveyed on page 234 from Samuel Eastep and wife, by deed shown on page 210, which deed is properly signed, and acknowledged. The deed on page 237 conveys three tracts, the first of which Eastep derives by patent as shown on page 241; the ~~2nd~~ 2nd by patent as shown on page 242, and the 3rd is patented in the name of Johnathan Smith and Samuel Eastep by grant shown on page 240. Eastep subsequently derives Johnathan Smith's interest in the patent shown on page 240 by deed from Johnathan Smith shown on page 238. No wife joins with Johnathan Smith in the deed on page 238, but on page 239, is a deed from Mary Smith, widow of Johnathan Smith, conveying to Henry Smith what interest she might have in the land deeded by Johnathan Smith on page 238. The acknowledgement of the deed on page 238 we think is good, though there is no certificate as to when it was recorded.

The deed on page 243 conveys to Henry Smith the same land patented by grant shown on pages 240, 241, and 242; and also another tract. Here it is necessary to explain why the deed on page 243 conveys a grant to Henry Eastep. In the suit of William Nolen &c. -vs- Martha Munsey, wife of Luther Munsey, Hesakiah Munsey, Jasper Munsey, children of Luther Munsey, Samuel Eastep, Johnathan Smith and Henry Smith, found in No. 31, Bundle 9 of the Harlan Circuit Court, I find from the pleadings that Samuel Eastep gave a title bond for some land which he had surveyed but for which no patent had yet issued, to Luther Munsey, who in turn transferred the bond to William Nolen, who likewise transferred it to Henry Smith. The patents were subsequently issued on the surveys granted to Samuel Eastep in his name, after which although Eastep had given a title bond for these patents to Luther Munsey, he attempted to convey this property by deed to William Nolen, but the deed was held invalid. This being the case he then conveyed the property to Henry Smith, he being ~~the owner of~~ the owner of the title bond given by Eastep to Munsey. This suit was brought for the purpose of quieting the title. The patent of Johnathan Smith and Samuel Eastep on page 240 is in the same condition. The Master Commissioner, J.K. Bailey, was directed to convey all of the land mentioned on page 243, to

that Smith only acquired 11/16ths of that tract, and there-
Henry Smith. Henry Smith derives part of the land conveyed
on page 234 from Lafayette Nolen and wife, E. M. Nolen and
wife, John G. Nolen, bachelor, and Mary Nolen, widow of Samuel
Nolen, as shown by deed on page 247. The deed on page 234 at
the end, which is on page 236, says that they only attempt
to convey 11/16ths of the Samuel Nolen tract. What has be-
come of the other 5/16ths we have been unable to find. In
Deed Book G, page 567 of the Harlan County records, Samuel Nolen,
and Mary Nolen his wife, attempt to convey the land which is con-
veyed on page 247. The deed is acknowledged and
recorded, but is not signed. We presume that the deed shown
on page 247 is made with the intention of correcting the deed
above referred to. This land was patented in the name of Wil-
lian Nance, who we presume sold to Samuel Nolen. The
deed on page 235 states that Lafayette Nolen and wife, E. M.
Nolen and wife, and John G. Nolen are the only heirs at law of
Samuel Nolen. If they are the only heirs it would seem that they
conveyed the entire amount, but the deed also says that
they only convey 11/16ths. From this we are led to
believe that they must have conveyed 5/16ths to some one else
but we are unable to find to whom. The deed on page 247 is
properly signed and acknowledged, and we are of the opinion

that Smith only acquired 11/16ths of that tract, and therefore only conveys that amount to G. M. Asher, Trustee. As stated above, though, we have never been able to find where G. M. Asher transferred this to the Asher Lumber Co.

The Asher Lumber Co. conveying 137 acres, which conveyance is properly signed and acknowledged. We believe that Greening acquires this by deed from Hensley shown on page 249; Hensley gets it from James Hensley as shown on page 250, and Hensley gets it from Greening by deed shown on page 251. Greening acquires it from John A. Hensley by deed shown on page 252, and John A. Hensley acquires it partly by grant shown on page 253, and partly by deed shown on page 254.

Deeds shown on pages 249, 250, and 251 and 252 are properly signed and acknowledged. The deed shown on page 253 was made in accordance with a judgment entered in the Marian Circuit Court in October, 1862, directed by William Dixon, Special Commissioner for John Dixon, to make this conveyance. The papers in this suit can be found in No. 23, Volume 2 of the Marian Circuit Court records.

A. HOWARD KATZ: Described on page 250.

S. P. BROWNING TITLE: Described on page 248.

This is a conveyance of S. P. Browning and wife to the Asher Lumber Co. conveying 195 acres, which conveyance is properly signed and acknowledged. We believe that Browning acquires this by deed from Hensley shown on page 249; Hensley gets it from James Metcalf as shown on page 250, and Metcalf gets it from Browning by deed shown on page 251, Browning acquiring it from John A. Metcalf by deed shown on page 252, and John A. Metcalf acquiring it partly by grant shown on page 253, and partly by deed shown on page 254.

Deeds shown on pages 249, 250, and 251 and 252 are properly signed and acknowledged. The deed shown on page 254 was made in accordance with a judgment entered in the Harlan Circuit Court in October, 1868, directing William Dixon, Special Commissioner for John Dixon, to make this conveyance. The papers in this suit can be found in No. 23, Bundle 9 of the Harlan Circuit Court records.

A. HOWARD ~~XIXXX~~ TRACT: Described on page 255.

~~NOTE~~ This is a conveyance of A. Howard and wife to the Asher Lumber Company, conveying 204 acres, which conveyance is properly signed and acknowledged. Howard derives title to this tract through the deed shown on page 256, which is also properly signed and acknowledged; the grantor of that deed, Benjamin Shackelford, acquiring title from Andrew Hensley by deed shown on page 257, and Hensley acquiring title to it by grant shown on page 258. The deed on page 257 is properly signed and acknowledged by Andrew Hensley, but no wife joins with him, which should have been done, were he married at this date. If unmarried you should be furnished with the usual affidavit showing such to be the fact.

JOHN H. DAY TRACT: Described on page 261.
GEORGE C. BURKHART TRACT: Described on page 259.

This is a conveyance of Burkhart and wife to the Asher Lumber Company conveying 23-1/2 acres, which conveyance is properly signed and acknowledged. Burkhart acquires title to this by grant shown on page 260.

no wife joins with Gausey, which should have been done were he married at this date; if not married you should be furnished with the usual affidavit showing such to be the fact.

On page 262 Gausey conveys 2 tracts, the first of which he gets from William Griffith and wife, by deed shown on page 263 which deed is properly signed and acknowledged, and Griffith derives it from the Commonwealth by grant shown on page 265. The second tract conveyed by Gausey on page 262 he obtains by grant as shown on page 264.

JOHN M. DAY TRACT: Described on page 261.

This is a conveyance of John M. Day and wife to the Asher Lumber Company, conveying 273-1/4 acres, which conveyance is properly signed and acknowledged. Day acquires title to this through C. B. Causey by deed shown on page 262, which deed is properly signed and acknowledges, except that no wife joins with Causey, which should have been done were he married at this date; if not married you should be furnished with the usual affidavit showing such to be the fact.

On page 262 Causey conveys 2 tracts, the first of which he gets from William Griffith and wife, by deed shown on page 263 which deed is properly signed and acknowledged, and Griffith derives it from the Commonwealth by grant shown on page 255. The second tract conveyed by Causey on page 262 he obtains by grant as shown on page 264.

~~SPENCER HATCH TRACT:~~ Described on page 265.

R. J. LEWIS TRACT: Described on page 266. ~~Re to Asher Bros.~~

~~convey~~ This is a conveyance of R. J. Lewis and wife to ~~rely~~
G. M. Asher and H. L. Asher, which deed is properly signed
and acknowledged. Lewis acquires title to this land by
grant as shown on page 267. Where ~~xxxxxxx~~ or when Asher ~~nd.~~
Bros. convey this land to the Asher Lumber Company we have been
unable to find.

EPHRIAM BROCK TRACT: Described on page 258.

This is a conveyance of Brock and wife to Asher Bros. conveying 50 acres of land, which conveyance is properly signed and acknowledged. Brock drives title to this by grant on page 269. When or where Asher Bros. convey this to the Asher Lumber Company we have been unable to find.

