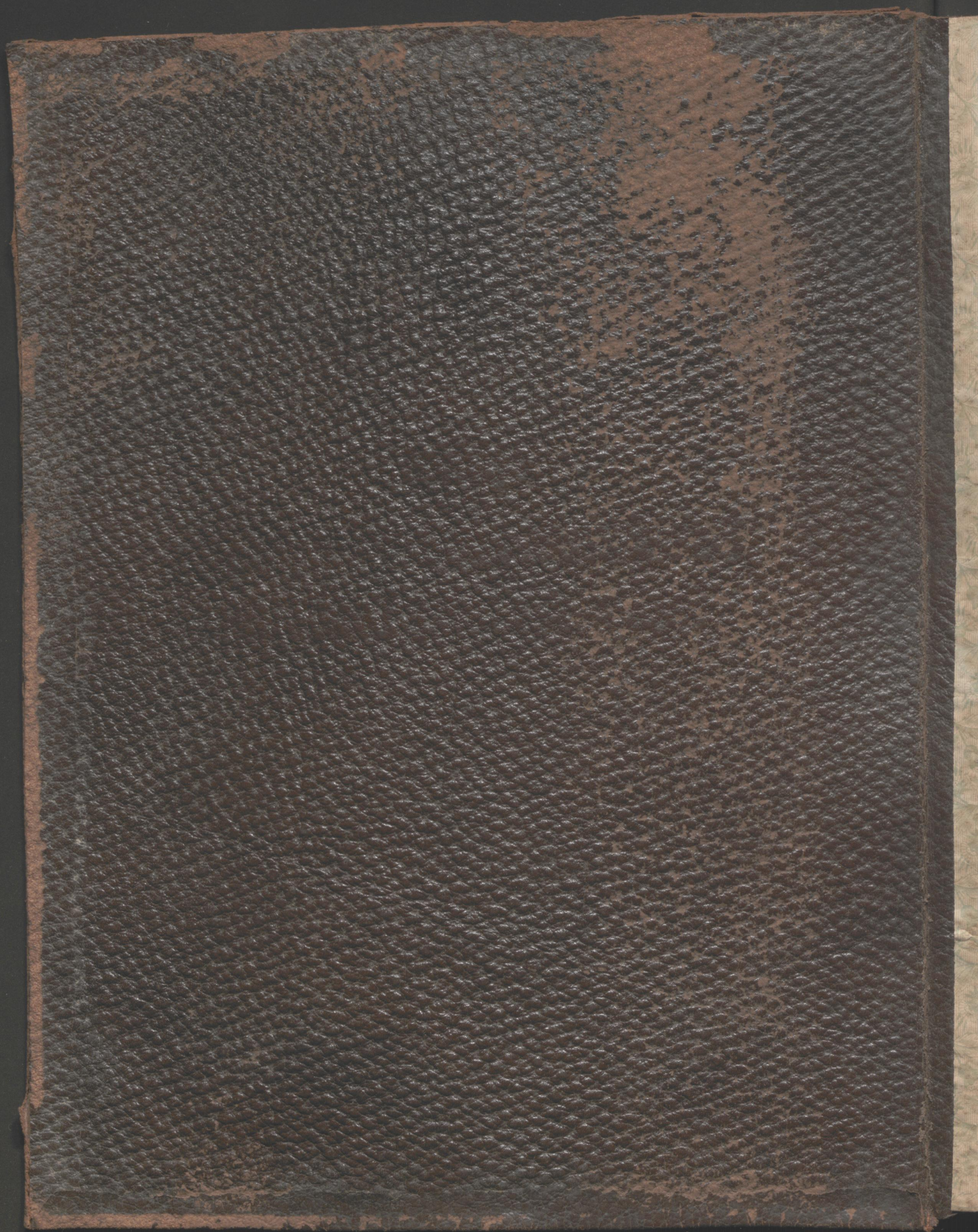


Opinion
AS TO
Burt & Brabb Lumber Company's
Eastern Kentucky Land Titles.



**THIS JOURNAL
CONTAINS
BLANK PAGES
THROUGHOUT**



Deed no — 486
Contains — 140 acres more or less

1

Wilson Dixon Title. — 140 acres

Beginning on page 1 of the Abstract.

Wilson Dixon and Elizabeth Dixon his wife,

To.

The Asher Lumber Company.

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 in regular and ~~as~~ signed and acknowledged properly by both husband and wife.

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~~ 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.

C. G. Bowman Title: Beginning on page 8 of the Abstract

C. G. Bowman,

To.

The Asher Lumber Co.

No wife joins in this deed with Mr. Bowman, and if he were unmarried 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.

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~~²⁴ inclusive of the abstract, and the history on pages ~~14~~¹⁴ to ~~20~~²⁰ following herewith and entitled: David Turner tract. The deed shown on page 10 is properly signed and acknowledged. No wives of James Turner or John Turner unite with them in the deed. If these grantors 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 this 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~~ 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.

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 ¹⁵15 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 ³⁶36. The grantee in this deed, G. M. Asher, Trustee, conveys this interest to the Asher Lumber Co., as shown on page ⁶²62.

V.

Mary Lewis, formerly Mary Turner (widow) and one of the heirs of David Turner,

To) Shown on page 16 of the abatract.

The Asher Lumber Company.

This deed is properly signed and acknowledged and the certificates both good and regular, and conveys the 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 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 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 thus 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 Eleanor Wilson his wife,

To) Shown on page ²³23 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 ⁷⁶26 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 ³⁶24 to ⁴⁴44 inclusive, we show the various patents and conveyances of David Turner.

X

Elijah W. Smith and Elizabeth Smith his wife,

To) Shown on page ²⁴24 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 &c. to the Asher Lumber Co. shown on pages 10, 11, 12, 13, ¹⁴14 of the abstract we are unable to say, but as the deeds on pages 19 to ²³23 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 ²⁴24 may be contained in the deeds shown on pages ^{18 and 23}18 and 23. The grantors get the land herein conveyed from John Dixon, Sr. as shown on page ²⁵25; 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.

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}
A 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 pages 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 pages 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 31 of the abstract~~

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 pages 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.

David Turner Tract.

The title to this tract begins on page 10 and extends 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 Farler.
Amanda Turner, afterwards Amanda Harris.
Adelia Turner, afterwards Adelia Thomas.
Elizabeth Turner, afterwards Elizabeth Holcomb, and
Mary Turner, his widow, afterwards Mary Lewis.

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

On page 18 (deed 195) I find a deed of Mary Lewis to the Asher Lumber Co. in which it is stated that she was formerly 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~~ ^{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 C, 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~~ ²² (deed 203) a deed of Andrew Bailey ~~to~~ ^{to} Asher Bros., I find the statement that the interest which Andrew Bailey conveys is the interest which he received from Nancy Lewis and ^{their sister and} Eleanor Wilson, ^{are} both daughters of David Turner, but I have been unable to find any deed of Nancy Lewis

~~xxxxxxxxxxxx~~ 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 presents ^{themselves} ~~itself~~ is to know who were the children of David Turner, who they married, and how many are alive now. As will be shown on pages 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 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 life-time, 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; ^{the} also, 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} ~~and~~ 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 on 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 an interest in} ~~which~~ is the 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 the 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~~ the following interests:

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

2. Ananda 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 ~~conveying~~ having conveyed all of their interest in David Turner's land, I presume included 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:

1576 acres from James Turner, John L. Turner, Mary

(6)

18

Lewis and John Turner; all of the interest of Elizabeth Holcomb; Eleanor Wilson and Nancy Lewis. *and*

~~S. Benson Turner~~, 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 of her int which must contain this)

The 1575 acres tract.

Elizabeth Holcomb	(all of her int which must contain this)
Eleanor Wilson	(" " " " " " " ")
Nancy Lewis	(" " " " " " " ")

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

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

(7)

- 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 pages 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 68 acre tract conveyed to the Asher Lumber Co., on page 22?
- 7th. David Turner Jr., in Deed Book "G" page 283 of Harlan County Records, Ransom Turner in Book "E" 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 when and where do they get it?
- 8th. If Adelia Thomas is entitled to an interest in the 68 acre tract conveyed by her to Ransom Turner on page 23, 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.

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 J. Shell Tract: Beginning on page 49.

John L. Turner Tract: Beginning on page 47.

John L. Turner and wife,

Asher To, her Company.

The Asher Lumber Company.

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.

This grant is shown on page 51 of the abstract, but it is patented in the name of Ezekiel, John and Thomas Hopkins. Deed on page 49 of Ezekiel Hopkins and wife to William J. 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 no good for want of proper description. Mr. Jefferson informed us that it was part of the first tract conveyed on page 49. We find no deed of Thomas Hopkins to Mr. J. Shell or anyone else conveying their interest in the grant shown on page 51, and therefore the Asher Lumber Company only has Ezekiel Hopkins's interest in the same.

The second tract shown on page 49 is patented in the name of William J. Shell as is shown on page 52, and we presume that the third tract is the same as the patent to Aaron

William C. Shell Title: Beginning on page 49. The deed of William C. Shell, &c., is so indefinite that we are unable to locate it for a certainty, but this is the only patent in 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 abstract, 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 description, 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 Hoskin'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 presume that the third tract is the same as the patent to Alson

Shell, assignee of Wm. 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 ~~beingxxxxindefinite~~ 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 53 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. page 52.

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

To.

The Asher Lumber Company.

This 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 48 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 ⁵⁷ 45 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.

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 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 of 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 indefibite that they virtually convey nothing.

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

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. (p. 213.)

This deed contains a number of tracts of land which grantors hold in their separate names, conveyances for which had been made to them and set by the other side of the deed. They should have been, as in this deed, these grantors convey to the other side of the deed all of the land which they had purchased for the purpose. There are many other tracts of land, as in this deed, this deed we will take each tract and set the title tract separately.

1st. First tract: Described on page 66, title beginning on page 66.

2nd. Second tract: Described on page 66, title beginning on page 66. This tract contains two tracts of land which have been set by the other side of the deed from the conveyance of the other side of the deed on page 67. First tract from Henry A. Lewis by deed shown on page 66. This tract is properly acknowledged, but is not taken with Henry A. Lewis. The deed is furnished with an

Asher Bros. and John C. Chappell Tract: Beginning on page 69.

Asher Bros. and Jno. 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

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 tract from the Commonwealth of Kentucky by patent shown on page 89.

II.

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 ~~x~~ 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 ~~and~~ 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 by the wife of James D. York. If he were ^{un-}married at the date of this deed you should ~~have~~ 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 108, 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 a 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.

VII.

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 acknowledges 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 115.&c.

This title consisting of four tracts is con-

to John C. Chappell, E. 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 Ezekial 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~~ 118, we are unable to tell. Ezekiel Munsey's post office was Benges, Clay County, Ky.

George Nance Title: Beginning on page 73; described on page 120 &c.

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 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. No 2.: Beginning on page 73; described on page 124.

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 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.

The first tract conveyed by Andrew Duff on page 127 is so indefinite and vague 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 B. Garrison by deed shown on page 126, and this opinion is concurred in by Mr. Jeffries. He wife joins with Duff on page 127, and if he were married at this

date she should have joined. If married you should have an acknowledgment signed and acknowledged, and if married you should have an affidavit showing such to be the fact.

128

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.

125

The first tract conveyed by Andrew Duff on page 128 is so indefinite and maegre as to be impossible to tell exactly from whom he obtained the land which he attempts to convey, and we are on 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 ~~xxxxxxxxxxxx~~, 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. ~~(See certificates)~~

This deed is properly acknowledged.

The description of the first tract on page ¹²⁸~~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 ~~181~~¹⁸⁴ - the deed of John D. Coldiron to Andrew Duff - conveys ^{part of 1000 acres patent} this, 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~~132~~. *but I don't find where Frederick Nantz conveys any of it to J. D. Coldiron*

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.

Offices say that Wilson Dixon gets this from his father, James Dixon, who got it by grant 35,000, which grant is shown on page 135 of 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.

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 on ~~page~~ ⁱⁿ ~~_____~~ of 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.

137

Hampton Field Title: Beginning on page 75. 300 acres.

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.

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 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.

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 ~~James H. Asher~~ 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 got the land therein conveyed except the portion which Andrew Duff obtained on page 145.

XIII.

J. C. Chappell Tract: Beginning on page 78; described on page 147.

This tract containing 1970 acres in 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 69 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 Chappell and wife. 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 is 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 pages 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

1/17 of 1970 = 109 7/9 which as Mrs. Chappell did not die until 1893 - did not pass to her descendants to the children of J. A. Chappell & their children living at that time.

John A. Chappell, deceased, and the land therein conveyed to
John A. Chappell, deceased, and the land therein conveyed to
John A. Chappell, deceased, and the land therein conveyed to

a part of the land owned by John A. Chappell at the date of

his death. John A. Chappell died leaving the following heirs: Clarence Howard, Simon Chappell, Henry M. Chappell,

Reuben Chappell, Burgoyne Chappell, George Chappell, John

G. Chappell, Malachi Chappell and Nancy Chappell, who mar-

ried John Asher and was afterwards divorced. In addition

to these heirs John A. Chappell left a widow surviving. In

addition to the interests of Clarence Howard, Simon Chap-

pell and John G. 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

1870 acres, which interests were conveyed to G. M. Asher by

deeds shown on pages 148 and 149; the Company thus receives

the interests of all of John A. Chappell's heirs in this

1870 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 in-

terest 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

Malachi died before Simon, Henry 2d, Burgoyne
Geo Chappell, Clarendon Howard & Nancy Asher decided
to him as he (died 3rd) their interest in J.A. Chappell land
so that so that the above mentioned heirs are not entitled
to Malachi's interest as he inherited it but to 1/2 of
Malachi's interest which descended to Mrs. J.A. Chappell &
from her to the above mentioned heirs
Mrs Chappell received 1/2 of Malachi's interest which was 1/4 of
J.A. Chappell's property or in other words Mrs Chappell took 1/8 of whole
in Malachi's interest of John A. Chappell's estate descends
(see preceding pg)

50

to the other children. Therefore, all of John A. Chappell's
children now living are entitled to what interest Malachi
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 ~~be~~
have a deed from Henry M, Simeon, Reuben, Burgoyne and George
Chappell, Clarendon 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 pages 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 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 ac-
knowledged 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 hear-say 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 become blown over he would have Wilson to re-convey 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 make 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 by 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.

*Contains 2235 acres
Deed = 245 - N.C.P.R.*

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 ~~conveys these~~ 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 22nd 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 now pass on the other tracts conveyed by Saylor to which he is supposed to have had title.

Tractes 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 here 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 4th tract 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. #2 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 derives 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 acknowledge, 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. and This deed is acknowledged properly 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

that land from Ezekiel Hoskins by deed shown on page 153. No
wife joined 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.
and
This deed is acknowledged properly 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 160, unless it is that they were the chil-
dren 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
correct we have no claim on the land which Joseph and
Stacy convey and on page 160, as there is no record of
any deed to them for such land. Ezekiel Hoskins obtains the
land conveyed by him on page 159 by grant from the Common-
wealth, 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 ob-
tains this from the Commonwealth by grant shown on page 165.
Birdine Saylor receives the 11th tract shown on page 153 by

from on page 158 from Jasper Caldwell. If our supposition is not correct we have no claim on the land which Joseph and Stacy convey and on page 160, as there is no record of any deed 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.

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 pages 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 Saylor had no right to convey this, and if he has received no deed from Joseph and Eli Saylor the Asher Lumber Co. has no title to the two grants shown on pages 167 and 168, and to acquire title to this you should have Joseph and Eli Saylor convey same to you direct.

#1
Tract 14 shown on page 152 is derived by Birdine Saylor from Ephraim Brock, which is the second tract shown on page 157. We are unable to state definitely where Ephraim Brock gets this tract, but were informed by Mr. Jeffries that he obtained it by patent. Ephraim Brock has a patent for 200 acres as shown on page 269, and we are opinion that this 2nd tract shown on page 157 is contained in that patent shown on page 269.

#2
2
Tracts 15 and 16 shown on page 153 are conveyed to Birdine Saylor by Robert Helton by deed, shown on pages 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 pages 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 ~~xxx~~ 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 Co, acquired by deed shown on

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 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.

page 82, you should have a deed from Palestine Baker's wife
 releasing her interest in same. Palestine Baker received it
 from Solomon Brock by deed shown on page 188, which deed is
 properly acknowledged, except that the date of the certifi-
 cate of recording is not given; but we do not think this
 affects the legality of the deed. No wife joins with Sol-
 mon 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 received this by grant shown on page 183.

1 - Unable to locate this on map so cannot show or claim any title. C. M. and N. L. Asher by Carter Nelson and wife by
 # 2 - Unable to locate this on map so cannot show or claim any title. Elizabeth Nelson, wife of Carter Nelson, but in 1851
 signed and acknowledged by Carter Nelson. You should have a
 deed from Elizabeth Nelson releasing her dower interest in
 this property. The first two tracts shown on page 183
 are derived from Alexander Chasala by deed shown on page 178
 and Chasala derived the second tract by grant shown on page
 174. The deed shown on page 178 of Chasala to Nelson is
 properly signed and acknowledged but no wife joins with
 Chasala, which should have been done were he married at this
 date; if married you should have the usual affidavit showing
 the same 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 ~~sent~~^{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 ~~xxxxxxx~~^{#2} but the date of the certificate is not given. Tracts 7 ~~and~~ 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 pages 176, 177 and 178. The land which the Asher Lumber Co. acquires from the Birdine Saylor title, shown on page 80, amounts to 2923 acres, but the amount of land conveyed to G. M. and H. L. Asher by deeds shown on pages 150 and 172 amounts to 1485 acres. 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 grantors 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.

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 stand as follows:

The Asher Lumber Co. on page 80 receives from Chappell and the 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 by deed from Palestine 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 172 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.

The deed shown on page 150 reserves a lien for \$2000. If this has been paid it should be released on the margin of ~~the~~ Deed book 3, page 523 of the Leslie County records.

This is a conveyance of land and is properly signed and acknowledged, and Brock obtained it by patent shown on page 121. We are unable to find where Asher Brock ever conveyed title to the Asher Brock property.

1- Part of Budine Bayler land see
deed 245 - N.

/ Andrew Brock Title: Described on page 181.

Asher Bros. 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.

1 - Part of Business Laysen that see
desk 245-R.

Another Brock Title: Documented on page 121.

This is a conveyance by Brock and wife to the

Asher Bros., which does it properly signed and acknowledged.

and Brock obtained it by patent shown on page 122. We are

unable to find where Asher Bros. ever conveyed this to the

Asher Lumber Company.

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 in 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

Adrian Heston Miller; described on page 189.

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 5th, 1852 - runs the title back far enough, so we 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.

Adrian Metcalf Title: Described on page 193.

Adrian Metcalf and wife and Isaiah Metcalf, bachelors, 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 calls and corners are identically 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 pages 193, 194 and 196. Assuming this to be true we will now run back the title of John Dixon ~~anxxx~~ 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 ~~xxxxxxxofxxxxxx~~ 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. Judgment was rendered in May 1868, directing William Dixon, Special Commissioner to sell Jogn 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 1000 acre 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 Dickson shown on page 201. The 4th tract shown on page 198 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} passed on the titles of tracts 1, 2 and 4 of the deed on page 193. The 3rd tract of Adrian Metcalf's 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 224 ^{to} and 233 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} and 223, inclusive, shown Adrian Metcalf's title to various other tracts of land which might contain some of the land conveyed by deed on page 193. If those conveyances explained above should not contain all of it, we will therefore pass on the title shown on pages 206 and 223 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

Creech by deed shown on page 211 and Creech from the Commonwealth by patent shown on page 212. The deed on page 211 is not good for the reason that the signature was only proven 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} but 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 Metcalf 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 were 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 to the deed proven. If this is true this deed is good.

The land derived on page 215 is derived by John A. Metcalf 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 deeds 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 a tract of land from Henry D. Shell and wife by deed shown on page 221, Shell obtaining a part of it, as we believe, by deed shown on page

The deeds shown on pages 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. Isaiah Metcal 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 Johnnothan 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 lands shown on pages 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 3 tracts, the first of which Eastep derives by patent as shown on page 241; the 2nd by patent as shown on page 242, and the 3rd is patented in the name of Johnnothan Smith and Samuel Eastep by grant shown on page 240. Eastep subsequently deribes Johnnothan Smith's interest in the patent shown on page 240 by deed from Johnnothan Smith shown on page 238. No wife joins with Johnnothan Smith in the deed on page 238, but on page 239 is a deed from Mary Smith, widow of Johnnothan Smith, conveying to Henry Smith what interest she might have in the land deeded by Johnnothan 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, ~~and~~ 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 Luthur Munsey, Hesakiah Munsey, Jasper Munsey, children of Luthur Munsey, Samuel Eastep, Johnnothan 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 Luthur 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 Luthur 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 title bond given by Eastep to Munsey. This suit was brought for the purpose of quieting the title. The patent of Johnnothan 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

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 Sam'l 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 become 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 conveyed 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 William 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 acquires 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.

properly signed and acknowledged. We believe that Browning

acquires this by deed from Ketchum shown on page 249; Browning

gets it from James Metcalf as shown on page 253, and Metcalf

gets it from Browning by deed shown on page 257, Browning ac-

quiring it from John A. Metcalf by deed shown on page 258.

and John A. Metcalf acquiring it partly by grant shown on

page 263 and partly by deed shown in pages 264 and 265.

Deeds shown on pages 249, 253, 257 and 258 are properly signed

and acknowledged. The deed shown on page 264 was made in

accordance with a judgment entered in the Marican Circuit

Court in October 1888, directing William Dixon, Special Com-

missioner for John Dixon, to make this conveyance. The

papers in this suit can be found in No. 22, Bundle 3 of the

Marican Circuit Court records.

77

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 in pages ~~249xx250~~ 254. Deeds shown on pages 249, 250, 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 Tract: Described on page 255.

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.

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.

which deed is properly signed and acknowledged, except that no wife joins with Burkhart, 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 Burkhart conveys 2 tracts, the first of which he gets from William Griffith and wife by deed shown on page 262 which deed is properly signed and acknowledged, and Griffith derives it from the Commission of Grant shown on page 259. The second tract conveyed by Burkhart 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. ^{Causy} Godsey by deed shown on page 262, which deed is properly signed and acknowledged, except that no wife joins with ^{Causy} Godsey, 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 ^{Causy} Godsey 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 ^{Causy} Godsey on page 262 he obtains by grant as shown on page 264.

#1 Part Budweiser Saylor trail see
deed 245 n.

the Asher Lumber Company, conveying 873-1/4 acres, which con-
veyance is properly signed and acknowledged. Day acquires
title to this through C. B. Gentry by deed shown on page 203,
which deed is properly signed and acknowledged, except that
no wife joins with Gentry, which should have been done were
he married at this date; it not married you should be furnish-
ed with the usual affidavit showing such to be the fact.
On page 202 Gentry conveys 2 tracts, the first of which he
gets from William Griffith and wife by deed shown on page 203
which deed is properly signed and acknowledged, and Griffith
derives it from the Commonwealth by grant shown on page 202.
The second tract conveyed by Gentry on page 202 he obtains
by grant as shown on page 204.

/
R. J. Lewis Tract: Described on page 266.

This is a conveyance of R. J. Lewis and wife to 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 or when Asher Bros. convey this land to the Asher Lumber Company we have been unable to find.

#1 - Part of 245 - R

This is a conveyance of N. E. Lewis and wife
to G. M. Asher and N. E. Asher, which deed is properly sign-
ed and acknowledged. Lewis acquiesces in this land in
extent as shown on page 245. Where or when Asher dies.
convey this land to the Asher Lumber Company we have been
unable to find.

#1
Ephraim Brock Tract: Described on page 268.

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

Reuben Brock Trust. Described on page 208.

This is a conveyance of Brock and wife to Asher
Brock, conveying 50 acres of land, which conveyance is prop-
erly signed and acknowledged. Brock derives title to this by
grant shown on page 208. When of Asher Brock, convey
title to the Asher Lumber Company we have been unable to find.

