

The said Parties of the 1st & 2nd parts
have signed and their hands sealed

Nov 8 1860.

Witness at
me (Witness)
John M. Lupton

Rand. & Howard (Clerk)

The Cornish (Clerk)

Walker & Witham (Clerk)

Witness
at
me
John M. Lupton

This agreement between Randolph
Howard & Province all Cornish of one
part & Walker Witham of the other
part is to wit that the said parties
of the first part have this
day bargained & sold to the Party of
the second part their Tanyard property
near the River and with and joining the
lands of Wm. D. McQuinn Robt. Ben-
chett's Estate & William Diehl con-
taining four acres of land more or
less together with the buildings on same
and the several rights there to belonging for
the sum of Five thousand Dollars
with Interest from date of possession
payable in Gold and silver to be paid
to said Howard & Province from
their note & receipts at the rate of
five per cent which sum & interest said
Party of the 2nd part binds himself to
pay to said Howard & Province on the following terms
to wit the sum of \$500 - one year after
the date hereof \$75 Dollars each sub-
sequing year thereafter for 3 years & the bal-
ance whatever it may be to the 10th year after
the date hereof and the said Howard & Province

of \$500 to be paid to the said Province.
The Comish with Interest as aforesaid within
10 years from the date hereof precisely in
the same manner as in the case aforesaid
to S. Stoullar. And the said Parties of the
first part agree & bind themselves to give
provision of S. property to S. Party of the
2^d part as soon as they can get the present
tenant known to subscribers it to him or
them and thus & then upon they will forth-
with execute to S. Party of the 2^d a deed
in pursuance with Consent of gov. & the
County for same. And the said Party of
the 1st part agrees & bind himself so soon
as provision is given to him of S. property
& a deed made to execute his bond to S.
Parties of the 1st Part for the sum aforesaid
respectively to be filed to them with details
aforesaid in the manner aforesaid, and
at the same to execute a deed of Grant
conveying the property to said Parties
as S. Parties of 1st part shall name, in
Grant to secure same & the payment there-
of by mortgage, and the said parties of the
2^d part further agrees & bind ^{themselves} as aforesaid
the security to S. Parties of 1st part, to
take out & keep up all ways & at all
times a policy of Insurance of \$500

in some good Insurance Company in a
sum not less than \$500, and which Policy
is to be deposited with & held by the Trustees under
S. Grant as an indemnity for the benefit of
S. Parties of 1st part, in case S. Parties of 2^d
part at any time shall find or cause to
take out & keep up such Insurance, it is
agreed that S. Parties of the 1st part or the
Trustee aforesaid may be at full liberty to
do so at the cost of S. Parties of 2^d part to
be kept & held in the same manner as for
the same purpose aforesaid - the cost of
which the Party or Parties may proceed
whom & use forthwith to recover of S. Parties
of the 2^d part, and the said Parties of the
2^d part agrees & bind himself as aforesaid
the security to S. Parties of the 1st Part to
repair within the next 12 months, all
the Buildings so far as to to secure & pro-
tect them from further decay & dilapida-
tion, and within the next three years
from time to time (each year the most
needful & proper) all the buildings to
be put in good & Inducious repair and
the same to be kept & maintained there-
of in good order & repair until the sum
above money is fully paid.
In witness of all which

The Commonwealth of Virginia,

Warrm

To the Sheriff of ~~Clarke~~ County—GREETING:

You are hereby commanded to summon James Finckley & Archibald D Searle Merchants
& partners trading now or recently trading & under the name of Finckley &
Earle, and said Archibald D Searle in his individual capacity who are
now residents of the State of Virginia. And Alexander M Searle adv: of
John D Searle adv: and said Alexander M Searle in his individual capa-
-city and Matthew Ashby, they the said Alex. M Searle & Matthew
Ashby being residents of the State of Virginia

to appear at the Clerk's Office of the Circuit Court of Clarke County, at Rules to be held in
the said Office on the first Monday in

November next, to answer

a bill exhibited against them by Messrs Weirupfeld and Joseph
Friedenwald partners in the firm name of Weirupfeld &
Company

And have then there this writ. WITNESS, DAVID HOLMES MCGUIRE, Clerk of our said
Court, at the Court-House thereof, the 8 day of October 1860, and
in the 85th year of the Commonwealth.

D H M

A COPY.--TESTE:

D. H. MCGUIRE, c. c.

To Attach the funds, effects, ~~particuler~~ property or estate of any kind of Archibald
-bald N Park in the State of Virginia & also the Shares or interest of said Archibald
-bald N Park in the estate real or personal of John N Park dead & his
Share or interest in any money or effects that have or may come into the
hands of Alexander N Park as adv of said John N Park dead or otherwise
And to Attach any debt due to or which may become due to or estate of
Said Archibald N Park from or in possession of Ministers Ashley for
the payment of a debt amounting to \$674.18 with interest from 16
October 1857 to be credited & \$84.29 of date 16 February 1858 due
to Wrenfield & Co from Findlay N Park ^{together} with all costs that may
accure
Digned Archibald p 5

Alex: N Park adv

of
John N Park adv

CP

This Deed, made this 17th day of October 1897, between

Carver Knudsen of Jane Stern

Trustees of The Columbian Building and Loan Association, of Richmond, Va., parties of the first part
S. J. C. Moore, Lawson B. Moore, James C. Moore, Annie L. Moore, Lily K. Moore, Mary K. Moore, and Nova B. Moore - the heirs at law of Mrs. Ellen Moore - parties of the second part, and the said The Columbian Building and Loan Association, party of the third part,

WITNESSETH: That whereas, the said S. J. C. Moore did, on the 25th day of October 1894, receive an advance from said Association of the sum of Two thousand Dollars (\$2000)

for the redemption of twenty shares of the stock thereof, and did execute to the said Association his bond, bearing date on the 25th day of October 1894, in the penal sum of Four thousand Dollars (\$4000) for the conditions

of which reference is hereby made to a deed of trust executed by said S. J. C. Moore and others parties of the second part hereto, dated 25th

day of October 1894, and recorded in the clerk's office of County Court of Henrico County Va. Deed Book W. p. 454, wherein the said S. J. C. Moore and others

for the purpose of securing to the said The Columbian Building and Loan Association the performance of all the obligations of said bond set forth, did grant unto Carver Knudsen of Jane Stern Trustees of said Association

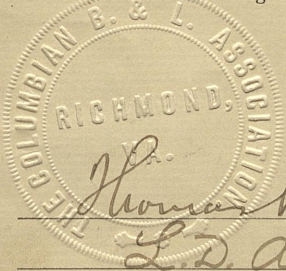
All that certain lot of land containing about three and one fourth acres (of land) on the Eastern side of South Church Street in Berryville, Va., adjoining the lots of J. W. Shenk and Mrs. Mary J. Coxe on the North, Marshall McCormick on the East, Mrs. Elizabeth F. Smith's estate on the South and bounded by the said Street on the West; and described in a deed from Anne Stribling to Saml. J. C. Moore Trustee for Ellen Moore, dated July 8th 1868, recorded in deed book 1, page 24, as follows: "beginning at the Berryville and Millwood turnpike (now South Church Street) corner of said Anne Stribling, and of the lot now conveyed (now Elizabeth F. Smith's heir's corner) thence S. 58 1/4° E 44 poles to the line of Saml. Taylor's heirs (now Marshall McCormick) thence with said heirs (now McCormick) N. 44° E. 12 poles to Michael Russell's corner (now Mrs. Mary J. Coxe) thence with said Russell (now Coxe) N. 55 1/2° W 34.6 poles to Henry Kromling's corner (now John W. Shenk) thence with said Kromling (now Shenk) S. 29 1/2° W 6.3 poles, with same N. 58 1/4° W 12.6 poles to the turnpike (now South Church Street) and finally with said turnpike S. 29 1/4° W. 8.4 poles to the beginning, containing three and one fourth (3 1/4) acres."

And, whereas, the said S. J. C. Moore has fully paid off and discharged all his obligations, of every character, to said Association, as secured by said deed of trust, and now desires to have the said property released to the parties of the second part

Now, therefore, in consideration of the premises, and of the sum of five dollars, the said Carver Knudsen of Jane Stern Trustees of the said

The Columbian Building and Loan Association, with the consent of said Association, evidenced by the signatures of the President, and of the Secretary and General Manager thereof, and the seal of said Association hereto affixed, do release unto the said parties of the second part all their claims upon the said property.

Witness the following signatures and seals:



x Carver Knudsen Trustee. [SEAL]

Jane Stern Trustee. [SEAL]

Trustee. [SEAL]

Thomas Potts, vice President.

L. D. Austin Secretary and General Manager.

State of Virginia,

County of Richmond to-wit:

I, G. B. Mountcastle a Notary Public for the County aforesaid, in the State of Virginia, do certify that J. Lane Stern Trustee & Trustee Potter Vice Pres whose names are signed to the writing hereto annexed, bearing date on the 12 day of October 1897, have acknowledged the same before me in my County aforesaid. Given under my hand this 13 day of October 1897.

G. B. Mountcastle N. P.

Virginia
Clarke County Deed

On the 23rd day of Oct-1897 the Juring of Deed of Release was read in the Clerk's office of the County Court of said County - Certified for record as to J. Lane Stern Trustee & Trustee Potter Vice Pres & acknowledged before me Clerk of said Court in the said office by Conrad Thomson Trustee & Adm^r thereof to record
Levi G. G. Gibson C. C.

J. Lane Stern Trustee

To { DEED OF RELEASE.

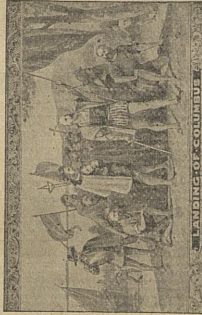
J. Lane Stern and others -

189

Presented in Office, and with Certificate
Admitted to Record at

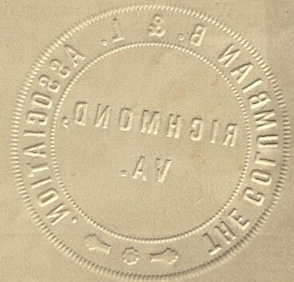
o'clock m.

Recorded Deed Book Page 209
and



Fee, - - - \$ 1.60
Tax, - - - \$.50
\$ 2.10

Paid



Power of Attorney.

J. F. Bremer, et al

TO

J. A. Conway,

Dated Sept 11th 1876

Recorded at the Request of

A. D. 187

minutes past

M. in

of Powers of Attorneys, page

Know all Men by these Presents :

THAT

We, Samuel J. Bremer & J. B. Bremer, of the County of Alameda and State of California

have made, constituted and appointed, and by these presents do make, constitute and appoint Samuel J. Conway of County of Alameda State of California

our true and lawful Attorney for and in our name, place and stead, and for use and benefit,

to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever, as are now or shall hereafter become due, owing, payable, or belonging to, and have, use and take all lawful ways and means in or otherwise for the recovery thereof, by attachments, arrests, distress or otherwise, and to compromise and agree for the same, and acquittances or other sufficient discharges for the same, for and in names, to make, seal and deliver; to bargain, contract, agree for, purchase, receive and take lands, tenements, hereditaments, and accept the seizin and possession of all lands, and all deeds and other assurances, in the law therefor, and to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments upon such terms and conditions, and under such covenants as shall think fit. Also, to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares and merchandise, choses in action, and other property in possession or in action, and to make, do and transact all and every kind of business of what nature and kind soever and also for and in names, and as act and deed, to sign, seal, execute, deliver and acknowledge such deeds, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter parties, bills of lading, bills, bonds, notes, receipts, evidences of debt, releases and satisfaction of mortgage, judgment and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.

Giving and Granting unto said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as might or could do if personally present, hereby ratifying and confirming all that said Attorney shall lawfully do or cause to be done by virtue of these presents.

In Witness Whereof, have hereunto set our hand and seal the 11th day of September A. D. one thousand eight hundred and seventy six

Signed, Sealed and Delivered in the Presence of

Handwritten signatures and seals of the parties.

State of California, }
County of Los Angeles } ss.

ON THIS Eleventh day of September

A. D. one thousand eight hundred and seventy-six, before me,

J. B. Ballaway a Notary Public

in and for the City County of Los Angeles
personally appeared Thos. J. Brumer & Samuel
Brumer

known to me to be the same person whose name are subscribed to the annexed instrument, and

each of whom acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed my Official Seal, at my office in the
City County of Los Angeles
the day and year in this Certificate first above written.

J. B. Ballaway
Notary Public.



Recorded in Chancery Court, Richmond V^c
D.B. 209 B. Page 196

THIS DEED, Made this the 21st day of September, 1910, between MAIE B. DAY and WILLIAM C. DAY, her husband, of Danville, Virginia, parties of the first part, and JOHN B. ISAACS, of Chicago, Ill., WILLIAM B. ISAACS, of Fresno, California, and ERADE B. ISAACS, of Richmond, Virginia, and ANNE E. MOORE, wife of S. Scollay Moore, of Parkersburg, West Virginia, parties of the second part.

WHEREAS, Elizabeth Welsh, by her will admitted to probate in the Hastings Court of the City of Richmond, Virginia, May 27, 1864, and recorded in Hastings Will Book 23, page 230, left in fee simple to Ann E. Dove, all of her real estate, said real estate consisting of the Old Stone House property on East Main Street, (known as "Washington's Headquarters") in the City of Richmond, Virginia, fronting Thirty-Two Feet (32') on the North line of Main Street between Nineteenth and Twentieth Streets; and

WHEREAS, the said Ann E. Dove died in October, 1865, leaving surviving her her husband, John Dove, and five children, to-wit: Ann E. Hughes, James Dove, John Dove, Samuel E. Dove, and Julia L. Isaacs, and two grandchildren, to-wit: James B. Bibb and Arthur J. Bibb, children of Rosa Dove Bibb, a deceased daughter; and

WHEREAS, the said Ann E. Dove held possession of the said Old Stone House until her death in 1865, and thereafter, her husband, the said John Dove, continued in possession thereof until his death, which occurred in the year 1876, and by his will admitted to probate in the Chancery Court of the City of Richmond, Virginia, December 5, 1876, and recorded in W. B. 2 page 8, left all of his estate, real and personal, to his daughter, the said Julia L. Isaacs who, immediately upon his death, took possession of said estate, including the Old Stone House property, and claimed to be the owner, and held exclusive and uninterrupted possession thereof, receiving all the rents and profits therefrom, and paying all the taxes and charges for repairs thereon, from 1876 until her death which occurred October 25, 1909; and the said property was transferred on

James B. Bibb & Arthur J. Bibb
James B. Bibb & Arthur J. Bibb

the land books of the City of Richmond, Virginia, in the year 1877 to the name of the said Julia L. Isaacs, in whose name it has stood every year since, and now stands at the date of the execution of this deed in the names of her devisees; and

WHEREAS, James Dove and John Dove, two of the children of the said Ann E. Dove, have died, leaving no issue; and the said Samuel E. Dove has also departed this life, leaving surviving him two children, John E. Dove and Mrs. Male D. Day, one of the parties of the first part, so that the legal title to the said real estate is now outstanding- one-fourth in the said Ann E. Hughes; one-eighth each in the said James B. Bibb and Arthur J. Bibb; one-eighth each in the said John E. Dove and Mrs. Male D. Day; and one-fourth interest jointly in the said parties of the second part as devisees of Mrs. Julia L. Isaacs; and

WHEREAS, an agreement has been reached between the parties of the first and second parts, by which, the said parties of the first part, in consideration of the payment to the said Mrs. Male D. Day of Four Hundred Dollars (\$400.00), in cash, will release and convey unto the said parties of the second part, in accordance with the terms of the will of the said Julia L. Isaacs, deceased, which was admitted to probate in the Chancery Court of the City of Richmond, Virginia, November 10, 1909, (W. B. 11, page 40), all of her right, title and interest in and to the said real estate, and to any rents or profits that may have been received therefrom by said Julia L. Isaacs, deceased, during her life, or by her estate since her death;

NOW, THEREFORE, THIS DEED WITNESSETH:

That for and in consideration of the premises and of the payment of the sum of Four Hundred Dollars (\$400.00) to the said Male D. Day in hand paid, the receipt whereof is hereby acknowledged, the said Male D. Day and William C. Day, her husband, parties of the first part, do grant, bargain, sell, release and confirm, with general warranty, unto the said John E. Isaacs, William E. Isaacs, Frank B. Isaacs, and Anne E. Moore, wife of B. Scollay Moore, parties

of the second part, all of their right, title and interest in and to the above described real estate, and the rents and profits that may have been received therefrom, since the death of John Dove; the said real estate being situated on the Northern line of Main Street, between Nineteenth and Twentieth Streets, beginning at a point Sixty-six Feet (66') West of Twentieth Street, and running Westwardly and fronting on the Northern line of Main Street Thirty-Two Feet (32'), more or less, and running back, at right angles, One Hundred and Fifty-Five Feet (155'), more or less, to Rose Alley. To have and to hold the said real estate unto the said parties of the second part, their heirs and assigns, as tenants in common, in the following shares: One-half (1/2) thereof to said Anne E. Moore, one-sixth (1/6) thereof to each of the said John D. Isaacs, William B. Isaacs and Frank B. Isaacs.

WITNESS the following signatures and seals the day and year first above written:

_____ (Seal)

----- (Seal)

State of Virginia,

City of Danville, to-wit:

I, _____, a Notary Public in and for the City of Danville, in the State of Virginia, certify that Maie D. Day and William C. Day, her husband, by whom the foregoing deed, bearing date the 21st day of September, 1910, is signed, have personally appeared before me in my City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____ 1910

_____ N.P.

My commission

expires _____.

C O P Y.

I, Julia L. Isaacs, of the City of Richmond & State of Virginia being of sound mind and disposing memory do make and ordain this as my last will and testament hereby revoking and cancelling all previous wills.

I give, devise and bequeath to my beloved daughter Anne E. Moore in fee simple, one half of my real estate, all of my silverware and jewelry and household furniture, and one half of the residue of my personal estate of which I may die seized and possessed. The remainder of my real estate & of my personal estate of which I may die seized and possessed I give, devise and bequeath in in equal shares to my sons John D. Isaacs, Wm. B. Isaacs Jr. & Francis B. Isaacs in fee simple.

The property both real and personal hereby bequeathed to said Anne E. Moore shall be for her sole use and benefit free from the control of, or liability for any debts, contracts or transactions of her husband as fully and completely and as if she were a "femme sole".

I nominate and appoint my sons Wm. B. Isaacs Jr. & F. B. Isaacs my executors of this my last will and testament and request that they be allowed to qualify as such without being required to give any bond.

This my last will and testament is written entirely in my own handwriting.

Witness my hand and seal on this 22nd day of July 1895.

Julia L. Isaacs (Seal)

Richmond, Va.

Codicil to my above will and testament.

I hereby direct that before the partitioning of my estate be as above mentioned all my just debts and funeral expenses shall be paid and the amount of Five hundred (500) dollars or so much thereof as may be necessary be set aside, or used both to put a a suitable curbing or enclosure around the Section in Hollywood Cemetery stand-

ing in the name of the estate of Wm. B. Isaacs if such has not been sooner done, and also to erect a suitable monument or monuments of stone to my late husband and myself. The above codicil is written wholly in my own handwriting.

Witness the following signature and seal the third day of July. 1897.

Julia L. Isaacs (Seal)

Richmond, Va.

H. N. Grigsby's Adm^r c.t. &c.

apt

F. F. Grigsby's Adm^r &c.

Judson G. Kerfoot &c.

apt

H. N. Grigsby's Adm^r c.t. &c.

F. F. Grigsby's Adm^r

apt

H. N. Grigsby's Adm^r c.t. &c.

These causes came on again to be heard together this 11th day of November 1872, on the papers formerly read, and the report of Richard Parker, David H. McGuire and Samuel J. Moore Special Commissioners, to which there are no exceptions, and was argued by counsel; on consideration whereof it is adjudged, ordered and decreed that said report and the sales made by said Special Commissioners be and the same are approved and confirmed, and that said

Special Commissioners collect from the purchasers of the lands in said report mentioned, in addition to the amounts paid by said purchasers, a sum sufficient to pay all the costs of suit & sale, including their commissions; and proceed to pay all of said costs. Said Commissioners will take the bonds of the purchasers for the residue of the purchase money payable as set forth in the decree and advertisement, secured by a deed of trust on the property sold, executing and delivering to said purchasers, or their vendees, a deed or deeds conveying the lands to them in fee simple, with special warranty. And they shall make report of their proceedings under this decree to this Court, in order to a final decree.

W. G. Gingsby's Adm^o et c^a

et c^a

F. F. Gingsby's Adm^o

Judson G. Keefe

at

W. G. Gingsby's Adm^o et c^a

F. F. Gingsby's Adm^o

at

W. G. Gingsby's Adm^o et c^a

October Term 1872.

Wm. H. H.

R. H. J.

Wm. H. H.

After deducting from the share of Doct. Kowuslar the
advancements charged to R. & F. A. Kowuslar as well
as those charged to him individually, there still appeared
due to him a balance. No exception was taken either
before the Court, or at the term of the Court, to this
mode of stating the account, and therefore I considered
Doct. Kowuslar as having no further interest in the
subject. No can he be liable to any future action on
the part of his assignees, founded on his act of
assignment.

However, the Article of Agreement dated the 14th
inst. clearly removes all question between the parties
now and hereafter. I take it for granted that the
persons executing that paper as attorneys for others,
are authorized duly to act in that character. I
will take occasion to bring this new agreement to
the attention of the Judge, as the papers are now
in his hands.

J. M. Howard
May 15th 1849

For Doct. R. Kowuslar -

For Doctor Randolph Howaslar

Present -

For the satisfaction of the parties to foregoing award
 The undersigned arbitrators having concluded to give them
 in detail the reasons which governed them in valuing the
 property which was submitted to their judgment, and the basis
 upon which their award is founded present to them the
 following as their views in reference thereto.

1st In estimating the value of the home
 or Mansion farm, they were governed by the fact that the
 entire tract, with the exception of a small portion
 of bottom, consists of very hilly slate land, destitute
 of valuable timber, subject to washing & the bottom
 apt to inundation - the soil from its hilliness -
 being inconvenient to cultivate, and scarce the crops
 and compared with sales of similar lands of the
 County - they appraised at 10 Dollars per acre, in-
 cluding all the improvements on the South side
 of Mill creek, now occupied by Remingtons B. Run
 - slaw - 682 Acres at 10 of amounting to \$6,820.00

2^d To the Paper Mill building, and
 water power connected thereto - they did not at-
 tach much value, for the reason that the dam
 was swept away, the head and tail races filled
 up - The building itself in a very dilapidated
 condition - The water power in a total state of
 decay, The whole requiring in their judgment an
 outlay almost equivalent to the original cost
 of the establishment to give value to it - We put down at 1,180.00

3^d The Mansion house - a palace in
 itself - of great cost in its erection, We esti-
 mated at 2000 Dollars. - upon the principle
 that the folly, or fancy of the Testator in erect-
 ing a house of such immense cost, upon an
 estate of inferior value, should not prejudice
 either of his devisees, in the division of his estate,
 because a permanent improvement of 2000 Dollars
 in value would be equivalent to it, so far
 as the interest of a devisee is concerned, as
 compared with the value of it to the Testator
 holding so large an estate.

\$ 2,000.00
 \$ 10,000.00

4th The Bucklestown estate - upon a care-
 full examination of it we found on the East
 side of said tract, about 200 Acres of wet and very in-
 -ferior slate land, which we estimated at 55¢ per acre

\$ 1,100.00
 \$ 11,400.00

forwarded

Report of
 D. Lucas
 &
 D. Bucklestown
 by
 W. M. Gray
 In the satisfaction of the
 Messrs. Remingtons

Summit over \$11,400.00
5th The residue of the Bucklestone tract, consist-
-ing of 578 acres (independent of the 100 Acres
sold to A. Reeves) we estimated at 33 $\frac{1}{3}$ Dollars
per acre, as its average value - the quality of the
whole not being equal - the best part, lying in
the center of the tract, running north & south -
amounting to \$ 19,246.66

6th The 100 Acres sold by Remington to
Arthur Reeves, we put down in conformity
with the terms of the article of agreement, at \$ 4,500.00
Aggregate Valuation \$ 35,166.66

One full third of which would give to Randolph \$ 11,722.00
worth of Land at the preceding estimates.

Taking then \$ 11,722.00 Dollars as the distributive share -
Randolph would be entitled to a contingent reversionary in-
-terest in 5,861 Dollars, being a moiety of Franklin A. share -
Franklin A. being 37 years of age, we estimated the
probabilities of his life at 27 years, which makes the
present worth of Randolph's contingent reversionary interest
in said moiety of 5,861 the sum of 2237 Dollars, dependent
upon his Franklin A.'s life alone. but another contingency ar-
-ises before Randolph would be entitled to said sum, that is
Franklin A. must die without issue - This involves a ques-
-tion which in the opinion of your Arbitrators no rule has yet
been adopted to ascertain - and they therefore mutually agreed -
that justice between the said Brothers, would seem to be, that
each of them should assume an equal risk of said contin-
-gency - which gives to Randolph the sum of 1,119 Dollars
in money, and as its equivalent we assigned him 33 $\frac{1}{3}$
Acres of land at 33 $\frac{1}{3}$ Dollars per acre.

In making the division we paid no regard to the
circumstances of dower having been assigned in both estates.
The agreement between you expressly requiring that we should
make valuation and partition of all the lands of ^{which} E. Howland
did seized (except the portions which are excluded by your
own agreement) so far however as dower was to be taken
into consideration, in assigning the value of Randolph's con-
-tingent reversionary interest, we had the matter under
consideration, as well as that, no improvements would be
upon the land which we should assign to the s^r Randolph.
We therefore to equalize the division, agreed to assign

to Randolph - only 100 acres of the inferior slate land at 7 Dollars
per acre with 36 $\frac{1}{2}$ Acres of the Limestone at 33 $\frac{1}{3}$ Dollars per acre -
Whom we we gave to Franklin A. & Remington 95 acres of the
same inferior slate land at 7 $\frac{1}{2}$ Dollars per acre with only 21 $\frac{1}{2}$ acres of
the Limestone at 33 $\frac{1}{3}$ Dollars per acre - making a difference
of 148 $\frac{1}{2}$ Acres in the quantity of the best land, and only 5 acres
in the inferior - which we considered fully (or rather more) than
equivalent to the want of improvements, and except of dower
on the part which we assigned to Randolph.

Samuel Buckheart
Robert Lucas

Deposition of Lewis F. Glass taken at the office of Edward White Commissioner of the Circuit Court of Claiborne County, this 8th day of February 1869, to be read as evidence in a Cause in Chancery now depending in the Circuit Court aforesaid, in which Frances F. Grigsby is Compt. and H. M. Grigsby's Adm. dect.

Present P. McCormick Counsel for Compt. and
E. M. Moore

Lewis F. Glass a witness of lawful age being duly sworn deposed

1st Quest by P. McCormick Counsel for Compt.

Look at the papers now handed you and marked severally "No 1" "No 2" & "No 3" and say in whose handwriting they are?

Ans Nos. 2 & 3 are in the handwriting of David Thurston dect.

2^d Quest by Same. In whose handwriting is the paper now handed you and marked No 4?

Ans That also is in the handwriting of David Thurston dect.

3^d Quest by Same. Look at paper marked No 5 and say in whose handwriting is the body of the paper and in whose handwriting is the Signature?

Ans The body of the paper is in ~~David Thurston~~ ^{Henry H. Grigsby's} handwriting. The signature of Frances F. Grigsby is in her own handwriting. I am not familiar enough with the handwriting of Eliza F. Grigsby to say whether

the other signature is in her own handwriting. Eliza H
Grigsby is dead.

4th Quest by Same Look at the paper marked 6 and say in whose
handwriting it is?

Ans This is in the handwriting of David Finster and is
a power of attorney for the sale of the same negro boy men-
tioned in my former deposition. With reference to the value
of the negro boy Richmond I stated in my former deposition that
he was worth about seven or eight hundred dollars. Upon re-
flection I remember that about the same time I sold a negro
boy for \$850 which boy I suppose ~~was~~ was worth about
\$100 more than Richmond, So I would fix the value of Richmond
at \$750.

5th Quest by Same. Look at paper marked No 7 and say first whether
or not that is the bond handed by you to David Finster as stated
in your former deposition and if so in whose handwriting is it?

Ans. It is the same bond and the apygment on the back is
in the handwriting of David Finster dect^d all other endorse-
ments are in the handwriting of David Finster and H. N. Grigs-
by's signature is in his own handwriting.

6th Quest by Same. In whose handwriting is the paper marked No 8

Ans. In the handwriting of H. N. Grigsby

7th Quest by Same In whose handwriting is paper marked No 9

Ans In the handwriting of H. N. Grigsby Except a memorandum at the
top signed "D. F." which is the handwriting of David Finster

8th Quest by Same In whose handwriting is paper marked No 10

Ans. H. N. Grigsby's handwriting

9th Quest by Same. In whose handwriting is paper marked No 11

Ans It is in H. N. Grigsby's handwriting

10th & 11th by same purchase handwriting are papers
No 12. 13. 14. 15. 16. 17. 18

Ans. No 12 is in David Finestus handwriting, No
13 is in ~~David Finestus~~ ^{David Finestus} handwriting, the signature is
H. N. Grigsby, No 14 is H. N. Grigsby's handwriting
so is No 15. No 16 is in Wm P. Weggertus handwriting
No 17 is in the handwriting of Charles McLeaster and Deputy
Sheriff. No 18 is in H. N. Grigsby's handwriting
And further sayeth not. Lewis F. Glaf

The foregoing deposition was taken sworn to and sub-
scribed before me this 8th day of February 1869

Edward White

Commissioner in Chancery

Deposition of Wm Heiser taken in the same case this 9th
day of February 1869.

Present H. N. McCormick Counsel for Complt

A Wm Heiser a witness of lawful age being duly sworn deposes
1st That by Counsel for Complt - Look at the papers now handed
you marked Nos 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18
and say whether they were ever in your possession and if so where
you found them?

Ans. All except No 13 of which I am not positive, were
in my possession. I found them in Mr H. N. Grigsby's
writing desk.

And further saith not.

Wm Heiser

Grigsby

vs

Depositions

Grigsby's Admors &c

Witness

Louis F. Glass

A. M. Kasper

To the Honourable Isaac R Douglass judge the
circuit Superior court of law and chancery
for Berkeley county the title of Remington B
Houmlar respectfully representing shews.

That your orators father the late Concord Thom-
lar deceased departed this life in the month
of July 1844 having first made and published
in his last will and testament bearing date
the 8th day of December 1841 which has been
fully proven and admitted to record in the cir-
cuit Superior court of law and chancery for
Berkeley county, and a copy of which is herewith
annexed, marked complainants exhibit (a)

By this will the testator devises and bequeaths
1st To his widow Elizabeth Houmlar cer-
tain lands, slaves and personal property during
her life and an annuity of \$350 to be paid
from the rents and hires of the residue of his lands
and slaves.

2nd To his five daughters he bequeaths a
legacy of \$3000 each, to be paid from the per-
sonal estate, to wit out of his money and the sur-
plus rents and hires, after first deducting the an-
nuity to the widow of \$350; and to his grandson
Thomas C Hunter a legacy of \$1000 to be paid
from the same fund

3^d He provides that if the fund which he has charged with the legacies to his daughters and grandson should prove inadequate to their payment, the deficiency is to be paid equally by his three sons.

4th He directs upon the decease of his widow that all his lands, mills and tenements and slaves with their increase shall be equally divided between his three sons your orator and Randolph and Franklin Hornsbar.

5th The surplus of the personal estate of every description after the payment of debts and legacies shall be equally divided between your orator and his two brothers before named.

6th He charges all his sons and daughters with their advancements as kept in a small book called register, the advancements to the daughters to be deducted from their legacies and amongst the sons to be the subject of a settlement of the residuum of the estate.

From this brief synopsis of the provisions of the testator's will, it will be seen, that if he designed to give to the executor any control

over the real estate at all, any power to lease it, and to receive the rents, it was for the single purpose of securing from the rents an annuity of \$350 to the widow - Mrs Elizabeth Hornsbar however within the time prescribed by law renounced the provisions made for her by her husband and claimed the distributive share allowed by law, so far as she is concerned therefore the will is a nullity; the power for which an authority was given to the executor to lease the land if in fact any such authority was given at all, has ceased as effectually as it could have done by her demise, your orator therefore claims that the executor has no control or authority over the real estate, no right to lease or receive the rents and no authority to maintain any suit or action involving the real estate. That such was the impression of the executor of his own power under the will may be very fairly inferred from the fact that his bond as executor covers the personal assets only, and was not given as the law would otherwise require to insure a proper responsibility for the rents and profits of the real estate. Your orator further charges that the legacies to the five daugh-

-ties of the testator and to his grandson are satisfied
and arranged and if this be not so that the bonds
money and personal assets left by the testator will
be sufficient after paying all his debts and lega-
cies &c to leave a large surplus payable to your
orator and his two brothers

The testator Conrad Kounslar at his death
owed very little, while his personal assets alone
amounted to near \$30000

Notwithstanding your orator's father thus left
a large unincumbered personal estate with
but few debts and legacies for the executor to
pay near those years have elapsed since his
death, and your orator has been unable to ob-
tain so far from the executor one single dollar

Your orator does not by any means
wish to be understood as charging the executor
with improper conduct, he is aware that there
are many important ~~questions~~ settlements
to make prior to the distribution of the estate
assets, settlements which can only be made
through the instrumentality of a writ of equity
and to accomplish which is the object of the
present suit

~~It is then your orator's opinion that the said John a~~

~~John a Thompson~~ To this end therefore and that the said
John a Thompson the executor of Conrad Kounslar
deceased Elizabeth Kounslar, Randolph
Kounslar and Franklin a Kounslar may
be made parties defendants to this bill and
true answer make on oath to the premises

That the defendant John a Thompson may
be required to render a just true and full ac-
count of his acts as executor to show the amount
of personal assets which have come to his hands
and how administered

That he may state whether Mrs Elizabeth
Kounslar has not renounced the provisions
of her husband's will and the annuity thus
bequeathed thus becomes a nullity

That he may state whether the legacies bequeath-
ed to the five daughters and grandson have
not been satisfied and paid and if not what
remains to be paid and to whom and whether he
has not personal assets amply more than suf-
ficient to satisfy and pay them without resorting
to the rents of the land

That all accounts for advancements be taken

the residuary legatees and devisees may be fully
settled

That a just construction of the will may be
had from the writ touching the rights of the ex-
ecutor and residuary devisees and to secure the
said residuary devisees

That an order may be made to assign
the widow her dower in the lands of which her husband
land did seized, and for the division among
the devisees of their respective shares and pro-
portions of said land

That this may be regarded by the writ as
a writ bill for some of the purposes herein em-
braced to the writ, now depending in your
honourable court by J. A. Thompson executor
against your orator

and for such other and further relief as to
your honor may seem just and proper, may it
please to grant commonwealth's writ of subpoena

A copy
Teste John Strother

A copy of the copy
J. A. Hoar

R. B. Hornumlar.

vs ³ Key

John A. Thompson
et al

~~~~~  
Copy of the bill  
~~~~~