

*In re  
W.B. Holbrooks*

(6)

MINERAL FUEL COMPANY

INCORPORATED

McROBERTS, KENTUCKY

*Copy*

November 10th, 1913

RECEIVED  
Nov 12 1913  
ANSWERED

Judge Samuel M. Wilson,  
General Counsel, L. & N.R.R. Co.,  
Lexington, Kentucky.

Dear Sir:

In re. W.B. Holbrooks right-of-way, 3.937  
acres, Potters Fork.

I beg to state that on today I purchased this right-  
of-way for \$1100 and herewith hand you deed from W.B. Holbrooks  
and Sarah Holbrooks, his wife, to Lexington & Eastern Ry Co con-  
veying same.

You will note that this deed has the following stip-  
ulations:

"It is understood and agreed that grantee, its successors  
or assigns, will establish and maintain suitable private road  
crossings at upper end and at lower end of right-of-way, and  
also suitable cattle guards at upper property line and lower  
property line".

<sup>traced</sup> "It is understood and agreed that grantors are to have un-  
disputed possession of dwelling house at upper end of farm so  
long as it stands, but same is not to be replaced by another house".

This last stipulation was ~~made~~ <sup>made</sup> for the reason that an old  
log dwelling house ~~encroaches~~ <sup>encroaches</sup> on the right-of-way about 10 feet,  
but does not interfere with the construction or operation of the  
road. The right-of-way at this point is 100 feet wide.

Yours very truly,  
*Linn E. Harri*