

Jos. S. Botts  
Attorney and Counsellor at Law  
SECURITY TRUST BUILDING  
ROOMS 601 - 602  
LEXINGTON, KENTUCKY



Mrs. Harrison G. Foster,  
312 North Cliff Ave.,  
Tacoma, Washington.

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June 21, 1916.

Mrs. Harrison G. Foster,  
312 N. Cliff Ave.,  
Tacoma, Wash.

with one exception  
I have this day succeeded in getting all matters adjusted in the suit of Hart Gibson et al v. Duncan Gibson et al., pending in our Fayette Circuit Court for the sale of the property for the purposes of partition and for satisfaction of the mortgage debt of the Fidelity & Columbia Trust Company.

I enclose a statement of all the costs, expenses and fees - as well as the amount of the old mortgage loan and interest (for which judgment was rendered) and amount of interest on the new loan from June 6, 1916 to Sept. 1, 1916. The total amount of everything was \$19,166.18; the amount of the new loan was, as you know, \$20,000.00. The difference between these two amounts was \$2690.75; out of this amount there was paid to myself the agreed attorney's fee of \$1500.00 for services in the litigation above mentioned, and the further sum of \$92.23 for expenses in connection with the new loan, examination of title, etc., as set out in the statement, leaving the balance \$1098.52. There was paid out of this balance to the Commissioner of the Court for full payment of the balance of all of his costs, after applying the \$200.00 paid by Duncan Gibson, the sum of \$260.20. This left a net balance after discharging and paying everything of \$833.82. This amount the heirs directed me to turn over to Duncan Gibson and Lily Duncan, or either of them, for the purpose of improvements.

I call your attention to the fact that it was discussed in the office in general conference between the parties interested, just before leaving for the train, that the interest installments on the new loan should be made payable September 1st and March 1st; it therefore became necessary to pay the interest in advance on the new loan from June 6, 1916 to September 1st, 1916, which amounted to \$280.75. You will note that this will reduce the final balance to be used for betterments and improvements from something over a thousand dollars to \$833.82.

I want to suggest to you to destroy the statement that I heretofore furnished you of the estimated costs and expenses in connection with closing up everything in connection with this litigation. At the time that statement was made, a number of items therein contained were only estimated; in addition thereto it only included the costs and expenses up to the date of the sale; subsequent thereto other orders and steps had to be taken in this litigation and other expenses incurred in connection with the completion of the new loan: all of which matters increased the cost to some extent; these are all set out correctly in the statement that I enclose herein. You should destroy the first statement that I furnished, in order to avoid any confusion or misunderstanding

in the future because if the two are retained, after several years you might not recall which was the correct one.

You will note from the statement the amount of the liability of Hart Gibson to the other joint owners, which I figure to be \$486.70. This liability arises of course out of the fact that his share in the purchase price of the property was not sufficient to discharge his proportionate part of the mortgage indebtedness and interest and his one tenth part of the costs of the action.

It is not necessary to go into further detail about the statement, as it sets forth fully and specifically every item of information in connection with the entire litigation from its inception to its close, and the completion of the new mortgage loan.

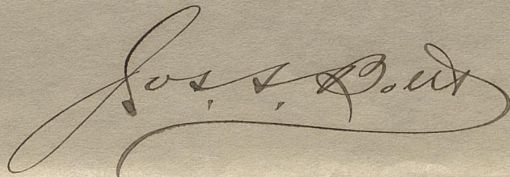
The notes for the new mortgage loan have been delivered and the mortgage ordered to record; all costs of the action have been paid. If there is any further information that I can furnish you in connection with the transaction let me know and I will comply with your wishes, so far as I can do so.

Please acknowledge the receipt of the enclosed statement that I may know it has reached your hands in safety.

The one matter not settled in the litigation, which was reserved for the future adjudication of the court, was the claim Hart Gibson was asserting against the other joint owners for his proportionate part of the rents and profits, etc., (if any), that accrued prior to the litigation; of course, if there were any net profits, he would be entitled to his one tenth part thereof; but, as against this, the joint owners would offset his liability to them for the amount of the mortgage indebtedness, etc., (set out in the statement), which his interest in the proceeds of the sale was not sufficient to pay. The understanding was that if he made no further question about his alleged claim for his share of net rents, profits, etc., the joint owners would make no claim against him for the recovery of that part of the liability of the mortgage indebtedness which his share of the property was not sufficient to pay - in other words, nothing would be said on either side about these two items, if he made no question. This is the only matter that was left unsettled in the litigation.

Very truly yours,

JSB/HC  
Enclosures.



Copy of Statement of Costs Furnished by Master Commissioner  
of Fayette Circuit Court

Hart Gibson, et al.,

Plaintiffs

Vs:

Duncan Gibson, et al.,

Defendants

|   |          |
|---|----------|
| J. H. Carter, Clerk's fees,                 | \$32.35  |
| J. C. Rogers, Clerk's fees,                 | 2.90     |
| T. G. Bradley, Sheriff's fees               | 1.00     |
| J. P. Johnston, Taxes Attorneys fee,        | 5.50     |
| H. J. Gilbert, Fees as Master Commissioner, | 363.00   |
| Lexington Leader Co., Advertising,          | 43.95    |
| Lexington Herald Co., "                     | 24.00    |
| Horse Review "                              | 17.50    |
| Horse Breeder, "                            | 17.20    |
| Revenue Stamps,                             | 1.50     |
| Taxed attorneys fees of defendants,         | 20.00    |
|   | \$509.70 |

There is included in the above statement, in the last item, as costs taxed on each answer, which should be deducted, the sum of \$20.00 which would leave the net court costs ----- \$529.70

|  |           |
|--|-----------|
| Agreed attorney's fee,                                   | 1500.00   |
| sch.29- Trip to Louisville, to arrange for mortgage,     | 25.00     |
| Expenses of trip,  | 7.35      |
| Telephone calls to Trust Company at Louisville,          | 1.60      |
| Examining title and preparing new mortgage for new loan, | 50.00     |
|  | \$1583.95 |

|                                    |             |          |
|------------------------------------|-------------|----------|
| Mortgage debt,                     | \$16,500.00 |          |
| Interest from Nov. 29, 1915,       | 495.00      |          |
| to May 29, 1916,                   | 16,995.00   | 16995.00 |
| Total amount of new mortgages----- |             | 19148.65 |

There has been deposited in Court by Mr. Duncan Gibson, ----- 200.00 which will reduce the total amount of mortgage debt to ----- 18948.65

If he has the money to pay the interest for six months, of ----- 495.00 this will reduce the total new mortgage debt still further, viz: to the amount of ----- 18453.65

However, it is being considered by the parties in interest that they will want some additional money for the making of improvements on the farm, to the amount of ----- \$ this, if obtained, will make the total amount of the new mortgage debt -----

The above statement of Court costs are only calculated to the date of sale, and does not include court costs that will necessarily be incurred subsequent thereto, including the making of the Commissioner's deed - recording Commissioner's deed and other incidental expenses, which will probably (as near as I can estimate) run from ten to twenty dollars additional.

In addition to the foregoing, if the owners enter into a private contract among themselves, stipulating what portion of the mortgage indebtedness is to be assumed and paid by each, and also a contract of lease for the renting of the farm, this will probably be an additional cost of \$25.00, to be added thereto.

You will note in the item of costs, commissions due to Master Commissioner, of \$363.00: I am endeavoring to get this amount reduced probably by the amount of \$150.00. I cannot tell as yet whether this can be accomplished or not. If the Commissioner resists the reduction the lower Court will have to pass upon the question, and I cannot tell now what the decision will be.

Respectfully submitted, May 30, 1916.

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