

Argyll

2173-13-70

G. N. Ratcliff & c

25 } Petition in
} Equity

Joe L. Flood & c

Filed same & c
to Shelby & same 2
cops to Henry July 3rd 1873

Tap due

Debt v c

acres, the land to be subject to the Maintenance
and support of testator's wife during her
natural life - after these devises as recited
by said will were made late in Aug 1857.
after that time and before the death of said
testator the said devisee Elizabeth Ogden
died and thereupon the testator by said
will devised and bequeathed to his grand-
=daughters Elizabeth Flood (now Ferguson)
and Mary E Flood (now the plaintiff
Mary E Ratcliff the land in said will
before devised to said Elizabeth Ogden and
directed that the four thousand dollars
before devised to said Elizabeth & Mary E
should be divided pro rata among the ~~other~~
Cash legates in his said will named
including the said Elizabeth & Mary E
and one Mrs M Ogden to whom the testator
had devised & bequeathed his library valued
by him at \$500 - said lands devised as aforesaid
are situated in the County of Henry and State
of Kentucky near the town of New Castle
said last will was duly admitted to
probate in the Henry County Court by
an order thereof made on the _____ day of
_____ - a copy of said ~~will~~ and the order
admitting the same to probate is filed
herewith as part hereof, the widow of
the testator Ogden is now dead. she departed
this life on the _____ day of _____ 186

Deponents J L Flood and one Frances W Evans

G. N. Ratcliff and
Mary E. Ratcliff
his wife Plaintiffs

Henry Circuit Court

vs

Jos. L. Flood ~~late~~ late
Guardian of Mary E. Ratcliff
George W. Flood +
Monroe Flood +
~~Thomas W. Flood~~ +
John Holland Defendants

} Petitions in Equity
}
}
}
}

The plaintiffs G. N. Ratcliff and his wife Mary E. Ratcliff say that they were married on _____ day of _____ 1872. That the plaintiff Mary E. Ratcliff is not yet 22 years old. That on the _____ day of _____ one Mastersson Ogden (the Grandfather of said plaintiff Mary E.) having first made and published his last will and testament departed this life in Henry County Kentucky by said last will and testament he devised and bequeathed to said plaintiff Mary E. and her sister Elizabeth Flood (now Ferguson) ~~said~~ ~~to~~ to be paid them out of the proceeds of the sale of a certain portion of his estate. He also bequeathed & devised to his daughter Elizabeth Ogden the farm on which he then resided ~~containing 107 acres~~ and the tract of land containing about 107

Defendants J L Flood and one Frances W Evans
were in said will appointed as the Executors
thereof and in pursuance of said appointment
were by order of the County Court qualified
as Executors thereof - a copy of which order
is filed as part hereof. They in pursuance
of said will took possession of the estate
of the testator and sold large quantities
thereof, paid testator's debts and in 1860
made a partial settlement of their actings
& doings therein with the Henry County Court
which after allowing them all the credits
claimed found in their hands as of

1860 the sum of \$ _____ belonging
to and owing by them to the estate of said
testator, a copy of said settlement ~~with~~
~~to~~ filed herewith as part hereof -

On the 22^d day of February 1858 the
Supt Jos L Flood ^{was appointed &} qualified by order of the
County Court aforesaid as Guardian of said
Elizabeth and the plaintiff Mary E Flood
(now Ratcliff) and as such executed ~~before~~
~~and in said County Court to the Commonwealth~~
of Kentucky together with the Defendants
John Holland, Thomas W Ford and George
W Flood as his sureties on the 22^d Feby 1858
executed and delivered their bond by which
they covenanted to and with the Commonwealth

of Kentucky that the said Jos L Flood would faithfully discharge the trust of Guardian to said Minors (meaning thereby the said Elizabeth and Plff Mary E in all respects as required by law - said bond was accepted by said County Court and the sureties therein approved. the orders of said County Court in reference thereto is here filed as part hereof.

Said bond is in substance as follows viz
Guardians Bond :

The Commonwealth of Kentucky

Whereas Jos L Flood has been appointed by the County Court of Henry County and has qualified as Guardian to Elizabeth Flood and Mary Flood Minors. Now we Jos L Flood as principal and Thomas W Flood John Holland his sureties do hereby Covenant to and with the Commonwealth of Kentucky that the said Jos L Flood will faithfully discharge the trust of Guardian to said Minors in all respects as required by law

Signed this 22^d day of Feby 1858

(Signed)

J L Flood
John Holland
Thomas W Flood
George W Flood

Plaintiffs say that there came into the

hands of Heff J^o L Flood as Guardian
aforesaid for Plaintiff Mary E. from the
date of the property of which said Mastersow
Oyden died possessed and which by his said
will was to be sold the sum of \$ and that
said sum came into Heff Floods possession
in or about the year 1859.

Plaintiffs say further that in the year 1860
Heff J^o L Flood as their Guardian filed in this
Court his petition praying a decree for
the sale of said land devised in the
will of Mastersow Oyden aforesaid to the peff
Mary E and his Sister Elizabeth, before any
decree therefor was obtained the Heff J^o L
Flood together with ~~George W~~ Heff George
W Flood and Monroe Flood as his sureties
in this Court executed and delivered
their certain bond by which they bound
themselves and agreed with the said Elizabeth
and the peff Mary E that the said Joseph
L Flood would faithfully discharge all the
duties required of him by the act authorizing
the sale of infants real estate and by any
and all laws regulating his duties in such
cases, and further agreed with said Elizabeth
and Plaintiff Mary E that the said Joseph
L Flood will comply with any and
all orders of the Court made in the

Case. Said bond was duly signed acknowledged
and executed by Defts Jos L Flood and Defts
George W and Monroe Flood on the 7th Sept
1860 and said bond and duties were approved
by this Court. Said bond is in substance as follows
"Whereas Joseph L Flood as Guardian of his
two infant Children Mary & Elizabeth Flood
filed his petition in the Henry Circuit Court for
the sale of two tracts of land belonging to said
infants lying near Newcastle, one tract
containing Sixty Five acres and one containing
One Hundred and One acres in accordance
with the Statute regulating the sale of infants
real estate, now we Joseph L Flood as Guardian
and George Flood and Monroe Flood his
securities do bind ourselves and agree with the
infants afores^d Mary & Elizabeth Flood, that the
said Joseph L Flood will faithfully discharge
all the duties required of him by the act
authorizing the sale of infants real estate and
by any and all laws regulating his duties in
such cases, and we further agree with said
infants that the said Joseph L Flood will
comply with any and all orders of the Court
made in the case. Sept 7th 1860

(Signed) Joseph L Flood
George W Flood
Monroe Flood -

afterwards a decree was rendered by this court ordering the sale of said land and in pursuance thereof said land was sold to W S Pryor on the 1st day of October 1860 for the sum of \$6785 + due and payable in one & two years in equal installments and for which said Pryor executed his two notes in the sum of \$3392 1/2 each payable as aforesaid - plff say that afterwards as appears by order of this court at its April term 1861 herts Jos L Flood came into open court and acknowledged ~~satisfaction of said notes~~ that he had received full satisfaction for the said notes, plff say that he then and there acknowledged that from the sale of said land there came into his hands as Guardian of plff Mary E. the sum of \$3392 1/2 with int from the 1st Oct 1860 and that such is & was the fact. ~~The record of said suit is~~

~~Plff say that herts Jos L~~ a complete copy of the record of said suit for the sale of said land and the orders of this court in relation thereto is filed herewith as part hereof and by reference to the same the facts above set forth will appear. Plaintiffs say that herts Jos L Flood has never settled his accounts as Guardian of the plff Mary E with the Term Court, and that he as Guardian of said suit has acct of the estate of plff Mary E large sums of money amounting to at least \$6000 or \$7000 which together with interest thereon he ^{and his co-defts} has utterly failed and refused to pay to plff and by his said refusal

and failure he and the heirs George W Flood
Monroe Flood Thomas W Flood and John Holland
his sureties in the bonds aforesaid & set forth
have committed a breach thereof -

Wherefore plaintiffs pray that heft Joseph
L Flood be required to make settlement of his
accounts aforesaid as Guardian of self
Mary & Rutcliff and that they have judgment
against heft for the sums of money that
may be found due them on said settlement
which they say is at least \$800. that is to say
that they have judgment agt heft for ~~the~~ \$392 1/2
with interest at biennial rests from the 1st Oct 1860
until self Mary & arrived at the age of 21 years
which was on the day of and current
interest thereon from that day until paid
and that they have judgment against heft
for L Flood and his sureties in the bond executed in
the County Court for any and all sums which
may be found due them ~~as~~ as coming
into said Floods hands ~~from~~ as Guardian
from all sources other than the sale of
said lands - they ask for all proper relief

De Haven & Carroll
for plaintiffs

Joseph G. Flood

Exhibits

1873 April 18, filed

State of Kentucky
 Wm. H. Ingham Court

Joseph G. Wood Guardian
 for Mary Wood and Elizabeth Wood
 app. _____
 William S. Goyor _____

3 Depts.
 3 Depts.
 3 Depts.

The Petitioner Joseph G. Wood states that he is the Statutory Guardian of his two infant children Mary Wood and Elizabeth Wood a Copy of the order of the Henry County Court appointing him is filed herewith, that on the 15th day of May 1855 Master of the Court, the Grandfather of his said wards a part of his life in the County of Henry State also leaving a last Will & Testament which has been admitted to probate in the County Court of the County and a Copy of which is filed herewith, and therein devised to the said Mary & Elizabeth Wood two tracts or parcels of land lying & being in the County of State also near the Town of Newcastle and more fully described in said Will and in the records from John Sanders to said Master of the Court of records in the Wm. H. Ingham Court Clerk's office in Book No. 114 on Page 195. also from said Sanders to said Clerk of records in the Clerk's office also in Book No. 114 on Page 196. the first named County and being for Ministers acres

and the Downs for forty six acres, the two adjoining
and comprising the fifty five acres tract adjacent
to the Town of Newcastle and on which said Ogden
resided at the time of his death, the other tract
described as aforesaid containing One hundred and
one acres lying and being in the County aforesaid
on the road leading from Newcastle to Monmouth
of Drennow Breton the Downs conveyed to said
Ogden by Nathaniel, the Clerk of records in the
County aforesaid in New South Wales. Certified
Copies of said Deeds and the said three Resolves are
given herewith as part hereof, and said Deed was as
well over the remainder one half of said tract
of land, and he believes that it would be to their
interest to have the same done

"On the 25th day of February, 1855 the Petitioner
filed his Petition as Guardian aforesaid in this Court
praying for the sale of said tracts or parcels of land
and under a decree of this Court in that action
the same was sold at public auction and the
Rev. Mr. O'Connell, became the purchaser and was
put in possession thereof, and yet he was the
same under that purchase, He is advised that
the Court authorizing the sale of infants real
estate was not strictly complied in that proceeding
and by reason thereof, said sale is and was
wholly void, in this, that your petitioner failed
to execute the Bond required by Law in such

Cases on the filing of his petitions and before
the orders of Court decreeing the said Dale
the matter said proceedings a part hereof
the petitioners state that the same reasons
exists being for the date of the said land now
exists and it would be greatly to the interest
of his executors to have the same done.

It therefore he prays judgment for the date
of his executors interest in said lands and for
and proper relief.

(Joseph H. Blood

Veritas before me by Joseph H. Blood this 5th
day of September 1860

E. P. Thomas att

1. Dale

Thomas Joseph H. Blood as Guardian of his
two infant children Mary & Elizabeth H. Blood
filed his petition in the County Circuit Court for
the date of two tracts of land belonging to said
infants lying near New Castle, one tract contain-
ing sixty five acres and one containing one
hundred and one acres, in accordance with
the Statute regulating the date of infant's estate
and, Thomas Joseph H. Blood as Guardian
and George H. Blood and Harriet H. Blood his Dow-
er he do hereby certify and agree with the infants
Mary & Elizabeth H. Blood, that the said Joseph

I. H. H. will faithfully discharge all the duties required of him by the act authorizing the sale of infants' real estate and by any and all laws regulating his duties in such cases, and we further agree with said infants that the said Joseph H. H. will comply with any and all orders of the Court made in the case Sept 4th 1860

Joseph H. H.
George W. H.
H. H.

Windsor Court September Term 1860

The Petitioner filed a Petition to which he was sworn, the Defendant filed his answer, to which he was sworn, and thereupon, John Smith, C. J. Sullivan and P. H. are appointed commissioners to value and the estate of the infants of every description, the laws to be taken less the improvements made thereon by W. S. P. and whether a deal of said property proposed to be sold is measured and said laws come into open Court and were sworn accordingly and said laws filed their report and the same is also proved Confirmed and Joseph H. H. as Guardian filed a Bond with G. W. H. and H. H. as sureties and said laws are approved by the Court and this

Order
Court

Case

Case is Submitted and the Court makes the following Order to wit: This Cause being Submitted on the Petition, answer, exhibits and Deeds (reposit and) the Court being satisfied herefrom that the interest of the Defts was as requires a Sale of the two Tracts of Land Descendents described in the Petition and exhibits, it is Now ordered and decreed that, W. S. Thomas as Master sell the same at public auction at the Court house Room in New Castle on Dorco County, Court Day on a Credit of One and two years equal installments, the purchaser gives bond with sufficient Security, for the price, bearing interest from day of Sale, the time place and terms of Sale must first be duly advertised at least five days before date and no date of the day five acres tract must be made for less than fifty Dollars per acre, and of the larger tract of less than thirty five dollars per acre the Master is allowed \$ for his services and taxed in the costs

W. S. Taylor
(Answer)

This Deft for answer to P's Petition states that he did purchase the land in the Petition mentioned and has possession, that he suppresses the title did not pass by the Sale and that another Sale will have to be made, he submits the Question to the Court however as to whether the

title passed by the original Petitioner, He says
that since his purchase he has built a large
brick house and made other improvements
to the amount of seven or eight thousand.
he asks that if the land is to be sold that it
be valued by the Commissioner without regard to the
improvements placed on the land since
the first got possession

W. S. Payor

W. S. Payor says the statement herein con-
tained are true this the 8th Sept 1868

E. O. Thomas

Com's
Report

The undersigned Commissioners appointed
by the Merry Circuit Court in the case of
Joseph L. H. Wood Guardian for Mary &
Elizabeth H. Wood vs W. S. Payor, as Petitioner
for the Sale of said infants lands, to ascertain
and report the net value of the said infants
real and personal estate and whether their
interest requires the sale of the two tracts
of land described in the Petition being first
sworn do respectfully report

That the owners of Petitioner are the owners in
fee simple, each of the undivided one half
of two tracts of land in this (Merry) County -
devised to them by their grandfather, Messrs
Ogden, one adjoining the town of Newcastle

Containing about Eighty five acres and the other on the road leading from Newcastle to Drummond hills Springs containing about one hundred and one acres, of which W S Power, now has possession under a Sale made under order of this Court some two years ago, we were the Commissioners appointed by this Court to report in that case the value and annual profits of the infant's real & personal estate, we value the larger tract at thirty five dollars per acre and the smaller tract at fifty dollars per acre and we believe that they are of no greater value at this time; Not including the improvements placed upon it by W S Power and we therefore fix its present value, the larger tract at thirty five dollars per acre and the smaller at fifty dollars per acre without the said improvements, Both tracts were greatly out of repair at the time of the Sale to W S Power, the fences rotted down and the whole premises gone to rack, we believe that the interest of Peps wards requires the sale of the said land,

We ascertained that the said infant children have no other estate, except about seven hundred dollars in money in the Guardians hands and their annual income does not exceed \$175, to each child, rents for the land

and interest on their money, all of which is reported

J P Ellis
Geo Smith
& P Chilton

New York Circuit Court
April Term April 2^d 1861

Order of
Court

"The Master filed his report hereto and the date is confirmed, and thereupon the said Flood has leave to withdraw the notes filed under the date and stay are withdrawn, and said Flood came into open Court and acknowledged that he had received full satisfaction for the said notes and on motion, it is ordered that the Comd Master make to W S Pryor a receipt for the same mentioned, whereupon said Comd Master filed and acknowledged in Court a receipt accordingly which being examined is approved by the Court & ordered to be certified for Record and said sum is allowed to be received for said sum."

W S Pryor
Comd
Report

By virtue of a Decree in the above case rendered at the September Term 1860 Sir John Mearns as Special Commissioner after advertising the same in the Petition mentioned the same & placed as required, I offered the same for sale at the Court House Door in the Town of Newcastle on the 1st Day of October 1860 in

being County Court Warrant W. S. Poyor
became the purchaser of both tracts of
land as per Record, the first tract of
Sixty five acres at the sum of fifty dollars
per acre and the other tract of One hundred
one acre at the sum of thirty five dollars
per acre and executed his two notes payable
in one & two years equal instalments for the
sum of \$3392 1/2 each with interest from
date together with his Security
and of which I refer to Court Notes
included

W. S. Thomas Clerk

I W. S. Poyor Clerk of the County Court
do hereby Certify that the foregoing is a true
copy of the Petition for his said orders
in the within case

May 27th 1873

W. S. Poyor Clerk

766E 2

Rutcliff
W Jordan
Aland

1873 Howland field

Emb 326

This cause is referred to the Master
Commissioner of this Court to take proof
of the issues by the pleadings ~~between the parties~~
~~between the parties and all other matters~~
in contest between them herein. He will
notify the parties of his sittings for that
purpose and report to this Court and
leave is given to Plffs to answer by
the 1st June 1873 the counterclaim of
Def

Y. H. Kataligo

and wife -

or 3 Answer

3 vs. L. Flood

vs. L. Flood

and heirs.

1873 April 14th filed

Henry Vincent Bond
G. W. Ratcliff, and
Mary D. Ratcliff. Plaintiffs,

Against Joseph S. Flood
Joseph S. Flood & others - Defendants.

The defendant, Joseph S. Flood, has answer to the petition of the plaintiffs herein, admitting the marriage of the plaintiffs, and the age of the said Mary D. Ratcliff as alleged - He says that Isaacson Ogden who was the grandfather of the plaintiff, Mary D. Ratcliff, executed this will on the day of Dec 2 1855, ~~having been made and~~ his last will and testament, which was only admitted to probate at the Dec 2 term 1857 of the Henry County Court, a copy of which is filed with plaintiffs petition, to which defendant refers for its provisions. - Defendant believes that in so far as plaintiffs have attempted to set out in their petition the provisions of said will they have stated them correctly. Defendant says that at the February term 1858 of the Henry County Court, Rebecca Ogden, the widow of Isaacson Ogden, and one of the devisees and legatees in said will, in open Court renounced the provisions of said will

and asserted her right, under the statute of descent and distribution, to one third part of the land, and slaves, owned by her deceased husband, at his death, for and during her life and to the one third part of the personal assets remaining after payment of debts, absolutely; and thereupon the said Court appointed as Commissioners, G. T. Chilton, Daniel Brown and Peter Dorca and Thomas Brown for that purpose who proceeded to ^{allot to} the said Rebecca a share in the lands and slaves of her deceased husband and reported the same to Court which was duly confirmed, and she entered ^{into} the enjoyment of her estate at once and continued to use and enjoy the benefit of the same until the year 1864 when she departed this life as defendant now asserts.

The land allotted the said Rebecca as a part of the land devised by the testator first to his daughter Elizabeth and after her death, by a codicil to his will devised to the defendant's two daughters, the testator's grandchildren; and the slaves assigned her were three in number, viz. Grace, Nancy and Melissa.

Certified copies of the order of Court and of the report of allotment will

be filed herewith as part hereof.

The defendant admits, that F. W. Evans and himself, appointed by the will, executors, duly qualified as such and administered the estate of Matthew Ogden; that on the 17th March 1860 they made a settlement of their accounts, before the judge of the Henry County Court, which was reported to said Court on the 16th day of May 1860 and confirmed by said Court at its September term 1861. He says that the items of debit and credit in said settlement are correct, that they are charged with all the ^{personal} assets which have ever come to their hands, but it may be that they have not been credited by all the disbursements made by them to the legacies. He says that in said settlement the disbursements made by them in the payment of the indebtedness of the estate are improperly mixed up with their disbursements to the legacies, as will appear from an inspection of the settlement and the vouchers filed therewith. It will be seen that the whole amount of personal assets received by them was \$8850.13, and that they paid debts and returned irrelevant assets to the amount of \$2775.42,

being in their hands for distribution
the sum of \$6074.70, one third of which,
or \$2024.90, went to the widow, and the
remainder, \$4049.80, to pay the Cash
legacies. Defendant is advised that it
was the duty of the Executors to pay first
the specific cash legacies embraced by
the fourth, fifth, sixth, seventh, and eighth clauses
of the will, amounting to the sum of
\$4100 and that if there was any ~~money~~
personal estate remaining after these
payments there was to be distributed to
the extent of \$4000, under the third
clause of the codicil to the will. His
opinion however the defendant submits

the defendant also asks the court to con-
sider the third clause of the codicil
and to judge and determine the propor-
tion of the \$4000, if any, the plaintiff,
Mary B. Riecliff would be entitled to
under said clause. Defendant denies
that any personal estate of any kind
or description has ever come into his
hands, belonging to his wife and with
held or by virtue of the will of Inas-
terson by her or from any other source.

The defendant admits that upon his pe-
tition a decree was entered in the Henry

deceased's land which the land, devised to his two daughters, by the will of Thomas Ogden was sold and that W. S. Payor became the purchaser at the price of \$6,785 as stated in the deed of October 1860. But he says that he never actually received \$6,785 or any part thereof in money. He says that in fact it was an exchange of lands; that W. S. Payor was the owner at the time of the tract of land where the defendant now lives containing about 100 acres, and that he took of the said Payor as an exchange or consideration for his said lands so much of his the said Payor's lands as the sum of \$6,785 would have purchased at \$35⁺ per acre under the advice and belief at the time that he had been duly empowered so to do and he has from that day to the present time given in the same to the aforesaid and paid taxes on the same as the land of his own and has never sold it as his own. He says that at the time the sale was made to Payor the land, devised to his sons was yielding them no income. The land was badly worn and impoverished. The fences almost entirely destroyed, the

dwelling and other buildings thereon dis-
capiated and tumbling down - that
there was no timber upon it with
which to replace the fences and his
wards had no means with which to
repair the place and put in a condi-
tion for their own use and benefit or
for renting, and beside a good portion
of it was encumbered with the life
estate of Mrs. Byden - Defendant says
that by reason of the fact that W. S.
Payer was anxious to obtain that por-
tion of s^d land adjoining the town
of New Castle for the purpose of erect-
ing himself a residence thereon and
the defendant was willing to accept the
other land in exchange thereon the s^d
Payer was induced to pay for said
land much more than it was reason-
ably worth - Defendant says that at
that time the land which Payer received in
exchange were not worth as much
per acre as the land accepted by
defendant in lieu thereof; and he
says the lands obtained by him from
Payer was very well improved and in
good condition for cultivation and
use and he could and did at occa-
sions upon the enjoyment of the same

and make a support for his otherwise
destitute children. Defendant says
that at ^{that} time he had very little capital
of his own, probably, all told, not ex-
ceeding \$1000 in value, and but for
the exchange made by him, he would
have been unable to have cared for,
sustained and educated his said wife.
Defendant claims now that there was
no order made by the Court for a re-
investment of his wife's estate in other
property and he asks, that Court, in the
view of the fact that said investment
was made in good faith by him, and
that it was ^{entirely} for the advantage of
his wife, and such as the Court would,
if it had been called upon, have sanc-
tioned and confirmed, that it will
now approve and confirm the same
and require the plaintiffs to accept
the land which defendant has set apart
for his said wife and which he will
use to be surveyed and conveyed to
Mary D. Ratcliffe if ~~and~~ approved
by the Court that she must accept it.
Defendant says that the plaintiff, his
wife, has decided with him upon
the said land from the time he made
the exchange and entered into the paper

session of the same until her marriage
with her coplaintiff and he has, by labor-
ing with his own hands, supported, clothed
and educated her, to do which it was rea-
sonably worth the sum of \$1000 per an-
num. In view of the fact that defendant
had not before this time of his marriage
married a second time and other children
to support and maintain he insists that
it is but reasonable and just and he
now claims that he should be allowed
a reasonable compensation for the sup-
port and maintenance of the plaintiff,
his daughter, to the extent of her income
on the reasonable value of the same,
the principle of her estate should be en-
sured upon and would not claim
the income of the same as a gift
to himself but by family and looking
to him for support. He prays
for all proper relief.

D. P. Thomas, et

Geo. C. Brane - Atty

for def.

H. B. Bate

and wife

2 Appended
107 3 Answer

Jos. L. Flood, Jr

Filed in court April
18. 1873

Henry Vincent Combs

J. N. Rutcliff & wife - Plaintiffs

vs

J. Amundson Trust of Jos. L. Flood
Jos. L. Flood & others - Defendants

The defendant, Jos. L. Flood, for
reference to his answer filed herein, says
that the tract of land obtained by him
from W. S. Payor as alleged in his answer
is composed of two ~~tracts~~ parcels, the one
conveyed by Rich^d Goode &c to the said
W. S. Payor by deed of date the day of
and recorded in the Henry
County Clerk's Office in said book No 26 page
445, and ~~contains~~ 237 acres, ~~and~~
24 rods, and is more particularly described
by notes and bounds in the said deed a
copy of which is filed herewith as
part herof, marked J. L. F. No 1; and the
other conveyed by Henry F. Garry and wife
to the said W. S. Payor by deed of record
in the office aforesaid in said book No 25 page
225 containing one hundred acres, and
more fully described in said deed a copy of
which is filed herewith, marked J. L. F. No 2,
and made part herof; and he yet holds
the same undisposed of except so much
thereof as is embraced by the deed from
W. S. Payor & wife to J. L. Flood & wife to Elizabeth
Ferguson, the sister of the Plaintiff, Mary

E. Patchell, a copy of which said deed is
filed herewith, marked J. L. F. No 3, and ~~marked~~ ^{made}
said Henry and to which reference is made
for description of boundary. Defendant
says that he took said land at the
price of \$35. per acre and at that rate
the interest of the plaintiff, Mary S. Rouse
et al, in the land, devised to her by Master
John Ogden was encumbered in said land,
acquired from W. S. Payer and her s^r in-
terest ~~has~~ ^{has} never been divided or as-
signed to her. Defendant asks that
the Court will cause the interest of
the said Mary S. Patchell to be allowed
to her out of the lands yet held by the
defendant as a^r, so that she will have
her due proportion thereof and ~~that~~ ^{put her}
in possession of the same and when the
same shall be done he will cause a
good and sufficient conveyance to be
made to her for the same. And he
prays as in his answer.

Present to before me by W. L. Flood this
day of April 1873

E. P. Rowan
Gen. C. Drane } Atty for Def^t

201

Rutledge

vs $\frac{1}{2}$ brace

Flood

1873 April 18 file

Putnam

325

Plaintiff's
vs
Defendant

Henry C. Hunt

Order -

Plaintiff's motion to strike from
the answer all allegations thereof averring that
the sale of the various lands by the guardian
of R. Flood was not a sale a thereof but a
mere exchange ^{of lands} ~~and all allegations of~~
~~disseverance of lands~~ which motions being
considered is overruled to which party except

No. 766

EQUITABLE.

G. R. Ratcliff wife

Against } SUMMONS.

Geo S Flood

et al

To April Term, 1873

Executed on John Hol-
land Feb 5th 1873 and
on Geo S Flood Feb 7th
1873 by delivering to
Each a copy of this summons
Wm Dittor & Co
N.Y.

No. 766

EQUITABLE.

G. R. Ratcliff

Against } SUMMONS.

Geo S Flood

To April Term, 1873

Shilly

Executed Feb 15th 1873 by delivering
true copy of summons and return of
Geo S Flood & Geo R Ratcliff
E. W. M. Dittor & Co

Commonwealth of Kentucky,

TO THE SHERIFF OF Henry COUNTY, GREETING:

You are commanded to summon

Geo F Flood Guardians of
Mary E Ratcliff and John Holland

to answer in twenty days after the service of this summons on them
a petition filed against them in the Henry Circuit Court, by

G. H. Ratcliff
and Mary E. Ratcliff his wife

and warn them that upon failing to answer, the petition will be taken
for confessed, or they will be proceeded against for contempt; and you will
make due return of this summons on the first day of the next April Term
of said Court.

Witness, E. S. Poyor Clerk of said Court, this 3rd day of
July 1873

E. S. Poyor Clerk.
D. C.

Commonwealth of Kentucky,

TO THE SHERIFF OF Shelby COUNTY, GREETING:

You are commanded to summon

George W Flood
Morse Flood
Harris Flood
Thomas W Flood

to answer in twenty days after the service of this summons on them
a petition filed against them in the Henry Circuit Court, by

G. H. Ratcliff and
Mary E. Ratcliff his wife

and warn them that upon failing to answer, the petition will be taken
for confessed, or they will be proceeded against for contempt; and you will
make due return of this summons on the first day of the next April Term
of said Court.

Witness, E. S. Poyor Clerk of said Court, this 3rd day of
July 1873

E. S. Poyor Clerk.
D. C.

I Charles Ogle of King County, Kentucky being
of sound mind and disposing memory and being
desirous of making a disposition of my estate
do make and publish my last will and testament
as follows hereby revoking all wills heretofore made
by me. Item 1st I bequeath my entire library
to my son John M. Ogle. Item 2nd To my daughter
Elizabeth Ogle I bequeath the farm on which I reside
also the tract of land containing about one hundred and
four acres near where I reside the land to be subject to the
support and maintenance of my wife Rebecca during
her natural life I likewise bequeath to my said
daughter Elizabeth a Negro Slave named Susan about
five years old. Item 3rd I bequeath to my wife Rebecca
a life interest in the said land to my daughter Elizabeth
to the extent the same may be necessary to support her
comfortable and I likewise bequeath to my wife a Negro
Slave named Henry about fourteen years old to her and
to hold said slave to her own proper use during her
natural life and at her death the said slave to be sold
and the proceeds of the sale to be distributed as herein
after provided. Item 4th I give to my grand sons Benjamin
and Alexander Washburn the sons of my daughter Sarah
Twenty and fifty dollars each to be paid out of the proceeds
of the sale of such property as shall be necessary for their
support. My reason for giving them no more is that
I have forgiven to their father Lewis Washburn as much
or more than I am able to give to my several children.
Item 5th My tract of land in Shelby County containing
about four hundred acres I bequeath to my two daughters
Martha Jane Evans and Francis Ariana to be divided by
a line of five rows running across the entire tract nearly
North and South that portions of the land lying west

of s^d Charles and Jane with the Trust in Provision to Thomas J. Givens 5
to my daughter Martha Jane Evans to be held by her for her use
and benefit during her natural life and at her death to be
to be equally divided amongst such of her children as shall survive
her provided however that in case her husband shall die
before she shall survive her he is to have a support and the
maintenance out of said land during his natural life to be
that portion of the land lying east of s^d Charles and Jane's
with its improvements I give to my daughter F. Davis by
my will to be held and enjoyed by her
for her own support and behoof during her life and
at her death to be equally divided amongst such
of her children as shall survive her. I give to my
son James M. Givens five hundred dollars cash I give to my
grandson M. Hawthorn my grand daughter Rebecca
Mayland and to the daughters of their deceased father
five hundred dollars each if one or two of them
shall be leaving no child or children before they die
I give all becomable to be received the legacy from
my mother that she said shall go to the survivor or survivors
I give to my daughter Nancya wife of Joshua Ford
I give five hundred dollars I give to my two grand daughters
my daughter Elizabeth and my daughter I give two thousand
dollars to my son in law Joseph Ford I bequeath
what ever I may be entitled to from the State of Texas
or otherwise as the father and heir at law of my
son James M. Givens who was killed in the Texas
Revolutionary war I give to my daughter that my various
houses and lot in New Castle and all my slaves and personal
property not here in before divided shall be sold by my
executors at public or private sale and on such terms
as my executors shall deem proper the proceeds of the

Said and the Money Collected on debts due me and
Money coming to or belonging to my estate from all sources
whatsoever shall be applied first to the payment of
my funeral expenses and of my just debts of any kind
to the payment of the Cash legacies herein made and if
there shall be a surplus after the payment of it must
be equally divided amongst the Cash legacies herein
named, but if there is a deficiency it must be supplied
by deducting equally per capita from the amount
bequeathed to the several Cash legacies Item 12
At the death of my wife the said Henry is to be sold
and the proceeds of sale to be distributed amongst the
Cash legacies according to the provisions herein made
Item 13 The legacies bequeathed to Elizabeth and Mary
Flood is to be loaned to their father Joseph Flood
he shall deliver the loan of the said at six percent
per annum from the time the said shall be payable
to them till they respectively arrive at the age of
Twenty one year provided however that if Joseph
Flood shall take the management of the said give good
Security for the payment of the said when the legacies
shall become payable to receive it. The foregoing was
written late in Aug 1857 but has not been signed by me
and since that time my daughter Elizabeth has died
I now make and publish the foregoing writing as
my last will and Testament Subject to the following
Changes made in consequence of the death of my said daughter
Elizabeth Item 1 The land devised to my said daughter
Elizabeth mentioned in Paragraph No 2 I give to my
two grand daughters Elizabeth and Mary Flood Subject to the
same provisions in favor of my wife that is made in
Paragraph No 2 & 3. Item 2 The negro slave Sarah

Mentioned in Paragraph No 2 is to be sold and the proceeds
disposed of as provided in Paragraph No 11

Item 3^d The four thousand divided in Paragraph
No 9 to Elizabeth & Mary Flood is to be divided
amongst the Cash legacies in this will including
Elizabeth & Mary Flood and ~~John M Ogden~~

William from my library in Paragraph No 1
which I value at \$500. The four thousand is to
be divided pro rata amongst said Cash legates in
proportion to the several amounts therein before
mentioned to them severally John M Ogden legacy
to be considered as \$500 Cash in estimating his share
of \$4000. I hereby appoint Joseph Flood and
Francis W Evans my executors to carry this
will into effect. I do hereby give them full power to do
and seal this 6th day of December 1857.

Signed Seal & in presence of
Wm Thomas
Geo Chapman

State of N.Y.
County of Seneca December 6th 1857

A Writing purporting to be the last will & testament
of William Ogden was shown to me with an affidavit
by the Oath of Wm Thomas and Geo Chapman the two
Subscribing witnesses &c to read

E. P. Thomas et al

A Copy Attest
E. P. Thomas et al

Guardian's Bond.

THE COMMONWEALTH OF KENTUCKY.

WHEREAS, *Jos L Flood*
has been appointed, by the County Court of Henry County, and has qualified
as Guardian to *Eliabath Flood & May Flood* minor.
NOW, we, *Jos L Flood* as principal,
and *Thos W Flood John Moore*

his sureties, do hereby covenant to and with the Commonwealth of Kentucky,
that the said *Jos L Flood*
will faithfully discharge the trust of Guardian to said minor, in all respects as
required by law.

Signed this *22* day of *July* 1858

J L Flood
John Moore
Thos W Flood
Henry W Flood

A copy Attest