

151.02011917.1	<p>Hillman Land &amp; Iron Company, Hematite Store letterhead</p> <p>From: D. W. Layton To: E. H. Simmons</p> <p>A man named Rhodes is making an effort to purchase the three acres of land on Tennessee River Chute right in center of the field belonging to the Company; also the 5 acres near the office and furnace which we have now under fence. This is known as the Ellis land. Mr Jolly is the agent; he was very nice about confidentially advising Joe about it. He has written us, to cut Rhodes out, to advise we can buy it for \$200. I would advise we purchase it if it meets with your approval.</p> <p>Annotated with circled in pencil "Ellis land" and "\$200" and word "buy"</p>
151.02081917.2	<p>From: E. H. Simmons To: Mr. D. W. Layton</p> <p>Replying to your letter about Ellis property, which as I understand it, is the little square property between Joe Wells' place and the furnace. I would like you to get Mr. Jolly on phone and tell him we will buy this at the price mentioned of \$200. If he will make up deed we will have check ready as soon as deed ready. P.S. Give me Mr. Jolly's initials.</p>
151.02111917.3	<p>Hillman Land &amp; Iron Company, Hematite Store letterhead</p> <p>From: D. W. Layton To: E. H. Simmons</p> <p>It is Mr. George Jolly and have notified him that you would take land at \$200 if he could put deal over.</p>
151.02161917.4	<p>9.52x6</p> <p>Seaside Inn / Daytona Beach, FLA stationary</p> <p>From: W. C. Ellis To: Geo. W. Jolly</p> <p>I am not willing to sell at this time as there seems to be some confusion about the acreage. My deed is in safety vault in Paducah and I have both keys with me in Florida. I will take matter up next summer when am at home. You can rent the place for this year.</p>
151.03051917.5	<p>Hillman Land &amp; Iron Company, Hematite Store letterhead</p> <p>From: D. W. Layton To: E. H. Simmons</p> <p>Attached is letter [151.02161917.4] from Mr. W. C. Ellis referring to the small tracts that are inside our enclosures.</p>
151.03131917.6	<p>From: E. H. Simmons To: Mr. Geo. W. Jolly</p> <p>Mr. Layton forwarded letter that you received from Mr. W. C. Ellis. Would it be agreeable with you to write him and say that you have an offer of \$200 cash for the property; that the offer is good for 30 days until April 15<sup>th</sup> and ask if he expects to be back to Paducah by that time so you can let the party interest know? We have no intention of operating the furnace or doing any particular work down there we just want this land because it is within the bounds of our own property and want to straighten out our own lines.</p>
151.03131917.7	<p>From: E. H. Simmons To: D. W. Layton</p>

	<p>Enclosing a tracing from a map on which this property is shown. Mr. Ellis says in his letter of Feb 16 that there is 5 a. on the river and 3 a. near the furnace. Please fill out this map exact location of both of these different tracts and return to me promptly.</p>
151.03191917.8	<p>Hillman Land &amp; Iron Company, Hematite Store letterhead  From: D. W. Layton  To: E. H. Simmons  I have worked in parcel Ellis land 3 acres which is my understanding of its approximate location your plat shows the other according to my knowledge.</p>
151.03261917.9	<p>From: E. H. Simmons  To: Geo. W. Jolly  Want you to know before anybody else that we think we have sold the furnaces to a Mr. Overton, of Nashville, who expects to move them away I think to Allens Creek Tenn. I got impression that as long as present prosperous times continue he probably would put at least one furnace in blast at Grand Rivers. Keep it confidential until Mr. Overton announces it himself.</p>
151.03261917.10	<p>From: E. H. Simmons  To: Geo. W. Jolly  Following up on Mr. Layton's talk with you, I have letter dated Daytona Beach signed by Mr. W. C. Ellis. If you have authorization we would like to rent these pieces of Ellis Tract for one year and in meantime see if we can buy them. We are anxious to get land and willing to pay reasonable price.</p>
151.04251917.11	<p>From: E. H. Simmons  To: Geo. W. Jolly  Have you heard anything from Mr. Ellis?</p>
151.04251917.12	<p>Jolly &amp; Sexton, General Merchandise / Grand Rivers, Ky letterhead  From: Geo. W. Jolly  To: E. H. Simmons  I received your letter; told Mr. Joe Well to cultivate the land as he has done for the last 2 or 3 years. Will write Mr. Ellis. If he decides to sell will write you at once.</p>
151.06011917.13	<p>5.5x8.5  From: #2 [E. H. Simmons]  To: Miss Hartt [A. S. Hartt]  Noting attached correspondence with Mr. Geo. W. Jolly, in regard to the Ellis land (formerly Moore land). I want to give this to Mr. Yule first time I can get hold of him. Put a memorandum in file under Mr. Jolly and under Mr. Ellis indicating papers given to Mr. Yule. Probably be best to turn these papers over to Mr. Overton to follow for himself as we want to obtain land for him rather than ourselves.</p>
151.06041917.14	<p>Suwanee Iron Company letterhead  From: J. M. Overton  To: E. H. Simmons  Understand Mr. Ellis who owns the two small tracts of land between the 52 acres tract and your farm at Grand Rivers is trying to sell the property to a</p>

	<p>party who owns a farm on 7 Mile Island. This party has stated he wants property to unload his corn on east side of river so can be hauled to Grand Rivers and this would require Tennessee Avenue to be opened up. This would make our lake impractical since it would flood Tennessee Ave at all seasons of year. Reported Mr. Ellis has offered to sell both pieces of property for \$800; heard you had a price at one time of \$200; thought you might get a deed for it. If price is reasonable, we will purchase it.</p>
<p>151.06061917.15</p>	<p>Hillman Land &amp; Iron Company letterhead  From: E. H. Simmons  To: Esselstyn  Sending all papers in regard to Ellis land and correspondence with Mr. Layton in regard to a man named Rhoads who want to buy Ellis land. Cannot see any reason why you cannot show all correspondence to Mr. Overton but did not mention to him; use your judgement. Cannot conceive Grand Rivers people allowing anything to interfere with the furnaces which is absolutely necessary to Grand Rivers if Grand Rivers is to stay on map. Another point which you can consult some local Attorney is that Grand Rivers Company gave land for streets to city of Grand Rivers with understanding that if it ceased to be used as city street and Grand Rivers ceased to be a city, the land reverted back to the Company and Hillman Land &amp; Iron is successor of original Company</p>
<p>151.06061917.16</p>	<p>Notated at top: "Mr. D. W. Layton – please note"  From: E. H. Simmons  To: J. M. Overton  To answer yours of June 4<sup>th</sup>. We have been trying to buy those two small pieces of property. I think the party you refer to who owns land on Seven-Mile Island is Mr. Rhodes. If Mr. Ellis thinks he can get \$800 he will stand out for it. Writing our surveyor Mr. J. N. Esselstyn to assist you. Reasonable to resist opening Tennessee Ave. (2 pages)</p>
<p>151.06161917.17</p>	<p>From: Esselstyn  To: E. H. Simmons  Setting corners on the Furnace Tract. Talked with Mr. Miller, Mr. Overton's Superintendant, told me Mr. Emery of Paducah owned about 700 acres of an island in the River across the slough from the Furnance Tract. Mr. Emery though he would buy the river tract could have a landing on the main land that had a right of way across Company land. Mr. Emery talked with Mr. Ellis who is in Paducah and Mr. Ellis wanted \$900 and did not have right of way over Company land. Mr. Emery thought price too high. As I do not know what Company's intentions are may not be as helpful as if I knew intentions. (2 pages)</p>
<p>151.06081917.18</p>	<p>Hillman Land &amp; Iron Company letterhead  From: E. H. Simmons  To: Esselstyn  I have already sent you all papers on the Ellis lands. No necessity for our buying these lands ourselves provided Mr. Overton does not exercise his option to buy the land. If Mr. Overton wants us to buy the land, willing to pay up to \$1000 with understanding if he or his Company or successors</p>

	decide to exercise option and buy land they are renting from us that they will also purchase the Ellis lands from us
151.06091917.19	From: Esselstyn To: E.H. Simmons Received correspondence regarding Ellis land at Grand Rivers. I will take matter up with Mr. Layton and Mr. Overton as soon as I see them and let you know what Mr. Overton's wishes are.
151.06171917.20	From: Esselstyn To: E. H. Simmons In looking up records at Smithland, found Mr. Ellis acquired title to two Moore tracts as that May term of Livingston Circuit Court in 1896 for consideration of \$667. Also found that the 30 acres Brick & Tile Co. tract on the River includes the Ellis river tract within its boundary.
151.06221917.21	From: Esselstyn To: W. C. Ellis Writer is engaged in establishing the boundary lines of the property of the Hillman Land & Iron Company and I find you are the owner of two small tracts of land in Livingston County. Been working on project for three years. My practice to consult adjoining property owner before reestablishing missing corners as assists satisfaction of both owners.
151.06241917.22	From: Esselstyn To: E. H. Simmons On Friday I met Mr. Overton going over part of boundary lines with him and agreeing on a plan of getting after the Ellis tracts. Mr. Overton practically agrees to buy from you the Ellis tracts and thinks that \$800 should be maximum price. Agreed when I meet Mr. Ellis to sound out the price and report matter to you
151.06281917.23	Hillman Land & Iron Company letterhead From: E. H. Simmons To: Esselstyn Hillman Land & Iron Company not particularly interested in purchasing Ellis lands and we don't care whether Mr. Ellis sells at a reasonable price or not but we are ready and willing to assist Mr. Overton in any way that is reasonable. Keep me posted and whenever Mr. Ellis and Mr. Overton can agree on anything we will pass on our end of it very promptly.
151.06291917.24	Written in ink From: W. C. Ellis To: Esselstyn Providing the "calls" of my land near Grand Rivers
151.06291917.25	4x6.5 envelope addressed to Hillman Land & Iron Company or J. N. Eselstyn / Kuttawa / Ky
151.06301917.26	From: Esselstyn To: W. C. Ellis You letter of the 29 <sup>th</sup> containing the calls of the two tracts of land near Grand Rivers. These calls are the same as I have of the property and it is this reason that I would like to meet you and explain. I expect to be in Paducah in near future and will call on you

151.07131917.27	<p>Written in ink  The Paducah Banking Company / Paducah, Kentucky letterhead  From: W. C. Ellis  To: Esselstyn  I don't think it necessary to make a special trip to Paducah since I do not expect to be absent. When you come, visit the L.D. Sanders office and they will probably locate me by phone. Provides home address</p>
151.07161917.28	<p>From: Esselstyn  To: E. H. Simmons  Today I was in Paducah and met Mr. Ellis about his Grand Rivers tracts. Explained the situation, the object of the survey, that tracts were included within the Company descriptions but were excluded, wanted to enter into our regular form of agreement. He brought up subject of the sale of the properties; he agreed to visit and see the land as he has never been to the tract. I took opportunity to say I though land was worth \$25 to \$30 per acre and there was about 7 acres. Price could be higher now that furnace running but if furnace shut down worth less.</p>
151.08091917.29	<p>COPY  Suwanee Iron Company  From: J. M. Overton  To: E. H. Simmons  Thank you for enclosing copy of correspondence between yourself and Mr. Esselstyn. I think it best that you should conduct negotiation with Mr. Ellis as it would excite Mr. Ellis is both of us approached and took him up on it.</p>
151.08091917.30	<p>Suwanee Iron Company letterhead  From: D. I. Miller  To: Esselstyn  How did your interview with Mr. Ellis go? When convenient please drop me a line.</p>
151.08111917.31	<p>COPY  Answering yours of 8-9; if it is your idea for Mr. Esselstyn to stick with Mr. Ellis until he puts a price on the property, we will be glad to do it that way. I suggest you write Mr. Esselstyn directly telling him just what you want and we would be only too glad to be of any assistance we can in this case.</p>
151.08111917.32	<p>Hillman Land &amp; Iron Company letterhead  From: E. H. Simmons  To: Esselstyn  Attached papers explain themselves while I don't want you to drop all of your work at a minutes notice, would like you to do what we can along lines Mr. Overton may suggest to get this matter cleared up.l</p>
151.08111917.33	<p>From: Esselstyn  To: D. I. Miller  My interview with Mr. Ellis developed that he bought \$3000.00 worth of notes secured by this property for about \$700. He suggested the sale of the property but would not name a price until he had been to see property.</p>
151.08141917.34	<p>From: Esselstyn  To: E. H. Simmons</p>

	Enclosed find copies of letters to Mr. Miller which will give you the situation as it stands at the present time of the Ellis tracts
151.08141917.35	<p>From: Esselstyn To: D. I. Miller</p> <p>As further reply to your letter of the 9<sup>th</sup>. I went to Paducah to see Mr. Ellis. The result of my interview is that he has not been to Grand Rivers yet but hopes to next week. He knows that you have bought out Mr. Jolly and is under impression you paid a fancy price. I told him I heard you bought Mr. Jolly's house for one of your officials; that Mr. Jolly would not sell the house unless he could sell the store building and offered it all at good price. Think Mr. Ellis wants to see Mr. Jolly to find out what is going on. It might be well for you to talk with Mr. Jolly and give him idea of price Ellis tracts. Mr. Ellis though you might be interested in buying the property but I said I did not think so since you only leased the land nearby. He was surprised because he thought you bought it.</p>
151.08301917.36	<p>From: Esselstyn To: E. H. Simmons</p> <p>While in Paducah I had another talk with Mr. Ellis regarding his Grand Rivers property. Result is that he offers to sell his two tracts for \$300, he to receive the 1917 rental or crop for the land which is rented to Joe Wells. Above price is about 1/3 what I thought he would ask for the land and about 1/2 what Mr. Overton and Mr. Miller have expressed themselves what it ought to be bought for. I suggest we send me a check payable for to W. C. Ellis for \$300.</p>
151.09031917.37	<p>Hillman Land &amp; Iron Company letterhead From: A. S. Hartt To: Esselstyn</p> <p>Replying to yours of August 31<sup>st</sup> in regard to the Ellis property, enclosed you will find check payable to your order for \$300.00 which you can endorse over to Mr. Ellis on delivery of the deed.</p>
151.09051917.38	<p>From: Esselstyn To: Clerk of the Livingston County Court / Smithland, Kentucky</p> <p>Enclosed find Money order for \$1.75 for recording the enclosed deed from W. C. Ellis to Hillman Land &amp; Iron Company. Annotation at bottom: Recording fee \$2.75 had to couie again / JNE</p>
151.09051917.39	<p>From: Esselstyn To: E. H. Simmons</p> <p>Acknowledge receipt of your letter of the 3<sup>rd</sup> enclosing check for \$300 for purchase of the two Ellis tracts. I have been to Paducah and made the deal. In making deal, we neglected to state that Mr. Ellis was to receive the rent for 1917 so I wrote Joe Wells instructing him to pay the rent to Mr. Ellis.</p>
151.09051917.40	<p>From: Esselstyn To: Joe Wells</p> <p>This is to advise you that the Hillman Land &amp; Iron Company has purchased from Mr. W. C. Ellis the two small tracts of land known as the "Moore Tracts". Purchase of these tracts is subject to your lease for this year.</p>
151.09051917.41	<p>From: Esselstyn</p>

	<p>To: W. C. Ellis  Enclosed find copy of letter I have written Joe Wells of Grand Rivers regarding the payment to you of the rent for this year 1917.</p>
151.09061917.42	<p>Hillman Land &amp; Iron Company letterhead  From: A. S. Hartt  To: Esselstyn  Acknowledge receipt of yours of 5<sup>th</sup> indicating you have made the deal with Mr. Ellis on the land that Mr. Overton wanted.</p>
151.09121917.43	<p>From: Esselstyn  To: E. H. Simmons  Enclosed find deed from W. C. Ellis to H. L. &amp; I. Co for the two tracts of land at Grand Rivers. Deed has been recorded at Smithland</p>
151.09141917.44	<p>Hillman Land &amp; Iron Company letterhead  From: A. S. Hartt  To: Esselstyn  Acknowledge yours of September 12<sup>th</sup> enclosing deed from W. C. Ellis to the Hillman Land &amp; Iron Co. for two tracts of land at Grand Rivers.</p>
151.09161917.45	<p>From: Esselstyn  To: E. H. Simmons  On the 12<sup>th</sup> I sent you the deed from Mr. W. C. Ellis to HL&amp;I Co. I find I failed to make a memorandum of this deed for my records. Will you please send me the following: Date of Deed. Number of Deed Book and Page in which it is recorded in the Livingston County Records.</p>
151.09171917.46	<p>COPY  From: J. F. Gordon  To: E. H. Simmons  Yours of 14<sup>th</sup> requesting opinion as to sufficiency of deed from W. C. Ellis received. The deed seems to be in proper form in all respects except it is a "special warranty" and not a "general warranty". Special warranty only warrants the title as against all claims by himself or other parties claiming under him whereas a general warranty grants a warrant that he will forever defend the title against the claim or claims of all persons whatsoever. With respect to the acknowledgement of this deed, the copy does not show whether or not the Notary Public attached his seal. Please examine original deed and see whether certificate bears impression of official seal</p>
151.09191917.47	<p>Hillman Land &amp; Iron Company letterhead  From: A. S. Hartt  To: Esselstyn  Acknowledge receipt of yours of 16<sup>th</sup>. Deed dated September 5<sup>th</sup>, 1917, recorded in deed book #43, page 164</p>
151.09271917.48	<p>From: E. H. Simmons  To: Hon. J. F. Gordon  Acknowledge yours of 17<sup>th</sup>. Do you think we ought to have a General Warranty deed? Let me know and I will have Mr. Esselstyn take it up with Mr. Ellis and get it.  Notation at top: "Mr. J. N. Esselstyn, To Note. E. H. Simmons</p>
151.09291917.49	<p>From: Esselstyn</p>

To: E. H. Simmons

Acknowledge receipt of copies of your correspondence with Judge Gordon regarding "Special Warranty" of Ellis Tracts. My understanding is that the Livingston County Circuit Court does not warrant the title therefore Mr. Ellis could not give a "General Warranty" and as Mr. Ellis has had peaceable possession of these lands for a period of 21 years and anyone having any claim has forfeited their rights by virtue of the statute of limitation.