

The Town of Port Mitchell and its Origin

by O. J. Carpenter

Purchase of the Port Mitchell farm containing 71.57 acres. It was during the horse and buggy days, about September 1st 1892, that J. Shelly Hudson and I drove out the dusty turnpike to see Mr. & Mrs. Leonard W. Lassing at their residence in Boone County, Ky. about 10 miles beyond Union, on what is now U. S. #2, to undertake the purchase of their 71.57 acre farm which since the Civil War had been called the Port Mitchell farm, because Port Mitchell the Civil War fort was on this tract of land at the highest point near the Covington & Lexington Turnpike, now U. S. #5. After a pleasant social hour and a fine dinner with the Lassings that day, we completed the purchase of this tract of land for Horner Hudson, John L. Sandford, J. Shelly Hudson and O. J. Carpenter, each with an equal interest in the purchase, which purchase was made on my recommendation, and it was the intention of the purchasers to subdivide the front 25 or 30 acres of this property into town lots for residential purposes at a later date. This is the first property purchased for that purpose on the now Dixie Highway between Covington and Erlanger. Being instructed by the parties interested as to do, Leonard W. Lassing and Mary J. Lassing conveyed the above mentioned tract of land to J. Shelly Hudson ^{for them} by deed dated Oct. 31, 1892, recorded in Deed Book 82, page 613, Kenton County Records. It was agreed between the purchasers that J. Shelly Hudson would temporarily hold title to this property as trustee for the said purchasers and owners. The tract of land mentioned, is located a short distance beyond the hill top about three miles from Covington, on U. S. Highway #25, called also the Dixie Highway.

Articles of incorporation of the Buckeye Moulding Sand Brick and Quarry Co. dated April 4th 1892; were acknowledged and left for record Nov. 11th 1892, and were recorded in Incorporation Book No. 4, page 172. Authorized Capital \$100,000.00, shares \$100.00 each. Stock in this company was subscribed for and was issued as follows:

John L. Sandford	155 shares,
J. Shelly Hudson	155 shares,
O. Carpenter	155 shares,
Geo. E. Perkins	60 shares,

total 525 shares, which is all the stock the company had ever issued or had outstanding at any time.

Purchase of the John H. Perkins farm, containing about 105 acres. On October 24th 1892 I obtained from the heirs of John H. Perkins an option to purchase their interests in the John H. Perkins farm, and at the same time I obtained from W. S. Perkins an option to purchase 8.977 acres of this farm which he owned individually. I accepted these options Nov. 24th 1892, as will be shown by the said options attached to the back of this paper. The heirs of John H. Perkins, excepting Geo. E. Perkins, conveyed their interests in the John H. Perkins farm to the Buckeye Moulding Sand Brick & Quarry Co. by deed dated January 21st 1893, recorded in Deed Book No. 82, page 606, and W. S. Perkins conveyed 8.977 acres he owned individually, to said company by deed dated January 21st 1893, recorded in Deed Book No. 82, page 600. Geo. E. Perkins one of the heirs chose to convey his interest in the John H. Perkins farm to the Buckeye Moulding Sand Brick & Quarry Co. by separate deed, and to accept as payment of the purchase price sixty shares of the

company's stock, which was issued to him for that purpose upon delivery of his deed of conveyance. This completed the transfer of title to the Perkins farm, containing about 100 acres to the said company. When this transfer was made the Perkins farm was rented to a dairyman who had conducted a dairy business on it for several years prior to that time, and who continued to rent and occupy it until about the beginning of the year 1902. This was the second tract of land purchased for subdivision at a later date into town lots for residential purposes, on the Covington & Lexington Turnpike, now U. S. Route 25, also called the Dixie Highway, between Covington and Erlanger.

When the Buckeye Moulding and Brick & Quarry Co. was organized it was the intention of John L. Sanford, J. Shelly Hudson and G. J. Carpenter, the writer, to purchase additional property adjoining the Perkins farm, and on the opposite side of the pike, but the owners were unwilling to sell their holdings.

The parties interested in the purchase of the properties mentioned above, fully realized that an electric street railway line from Covington to this point was absolutely necessary to make these properties salable in town lots for residential purposes.

The first action taken to develop the above mentioned two pieces of property, was about April 1st 1893, when the writer of this paper called B. E. Palbitt from Knoxville, Tenn., who was a well known promoter of ability, to take part in the organization of the Cincinnati Covington & Erlanger Railroad Co., which was organized May 5th 1893. Articles of incorporation are recorded in

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Book No. 4 Page 310, Newton County Records, at
Covington, Ky. Names of the incorporators were the
following. B. E. Talbott Knoxville, Tenn., Frank P. Helms
Covington, Ky., O. J. Carpenter, Covington, Ky., Wm. B. Wilson,
Covington, Ky., J. J. Dulaney, Covington, Ky., J. M. Merriam,
Newton County, Ky. and John Dorrel, Covington, Ky.

The purpose in organizing the Cincinnati Covington
& Erlanger Railroad Co. was to obtain for it the right-
of-way on both sides of the Covington & Lexington Turn-
pike for an electric railroad track between Covington
and Erlanger, and offer the charter and the right-of-
way to the South Covington & Cincinnati Street Railway
Co. as an inducement to build and operate this
desired extension. Not long after May 5, 1893, the
Covington & Lexington Turnpike Co. granted the right-of-
way mentioned, to the Cincinnati Covington & Erlanger
Railroad Co., and soon following, the charter and right-
of-way was offered to the South Covington & Cincinnati Street
Railway Co., through C. B. Simrall its attorney, as an
inducement to build and operate this line as an
extension of its system, and soon following, Mr. Sim-
rall reported to me that J. J. Shipperd, president of the
Company, had decided that the right-of-way was too
crooked. If Mr. Shipperd had any other objections to
building this extension, Mr. Simrall did not mention
them; and I assumed from this, that the St. Ry. Co. officials
intended, later on, to build an electric railway line
to Erlanger, which was encouraging, and thereafter I
continued to negotiate with the officers of the St. Ry. Co.
for this extension of its lines.

In order to make known my standing with
the officers of the St. Ry. Co. at that time, it is necessary for me

to explain here, that in 1891 I purchased the old Phillips residence in Levassor Place, which was my place of residence in 1892, during which year the St. Ry. Co. had surveyed two routes for the extensions of its line to South Covington, now Latonia. One of these surveys was out Eastern Avenue and near the Licking River through Levassor Place, and around up the hollow to the L. & N. Ry. underpass. The other survey was for a single track on both sides of the Banklick Turnpike, called the Madison Pike at that time, to Levassor Place, and around the bend through the Levassor property to the Black & Phillips Coal Co. line, and through the Black & Phillips Coal Co. property to the L. & N. Railroad underpass.

It had been publicly announced that the St. Ry. Co. officials had decided on the Eastern Avenue route, and that construction work along that route would soon begin. Soon following, I called on C. B. Simrall the Company's attorney, and told him this extension should go over the Madison Pike route. He told me they were unable to obtain the necessary rights-of-way over that route. I told him that I would try to obtain these rights-of-way for them, and he told me to do so. Soon following I called on my good friend John L. Sandford who represented the Banklick Turnpike Company, and through him I obtained an option on the right-of-way over the said Turnpike, now Madison Ave., from the south Corporation line of the City of Covington, then about one hundred and fifty feet north of the north line of Wallace Avenue, to the point where the ~~the~~ Latonia St. Car line turns off at Levassor Place, at a purchase price of \$8,000.00. Then I called on my good neighbor Amos P. Levassor, Executor & Trustee under the will of Eugene Levassor deceased, and obtained an option to purchase the right-of-way through the Levassor property, long known as

Leavitt Place, for \$10,000.00. Soon following, on September 21st 1892, I obtained an option to purchase the right-of-way through the property of the Blick & Phillips Coal Co., at a purchase price of \$2250.00. These three options were obtained by me for the Cincinnati Covington & Rosedale Railroad Co. a subsidiary of the South Covington & Cincinnati St. Ry. Co., and they were all accepted and the amounts mentioned were paid for them by the St. Ry. Co. making total amount paid for these rights-of-way, \$20,250.00. The original option of the Blick & Phillips Coal Co. is attached to the back of this paper. It is over these rights-of-way that the Latonia and Rosedale street cars run at the present time. It took quite a while for me to complete this job, which was done without any compensation.

James Avenue is now on and along these rights-of-way between Madison Ave. and the St. Ry. underpass in Latonia.

Will now return to the hilltops. J. Shelly Hudson conveyed the Port Mitchell farm, mentioned on page one hereof, to Homer Hudson in Trust for himself, John L. Sandford, Homer Hudson and G. Carpenter, by deed dated June 30th 1893, recorded in Deed Book No. 82 page 616. The Port Mitchell farm was conveyed by Homer Hudson, Trustee for G. Carpenter, J. Shelly Hudson and Homer Hudson individually, to Watson Pranter by deed dated May 6th 1895, recorded in Deed Book No. 89 page 477. This deed recites the death of John L. Sandford. The consideration was \$20,000.00. Both John L. Sandford and J. Shelly Hudson died in 1895. This great misfortune left me alone to develop the two farms mentioned on pages 1 & 2 hereof, so as to be salable in town lots for residential purposes as the purchasers had originally intended, and from

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this time on I continued negotiations with the officers of the South Covington & Cincinnati Street Railway Co. for an electric railway extension from Covington to the beautiful hill top country along the Covington & Lexington Turnpike between Covington and Erlanger.

The Cincinnati Covington & Erlanger Railway Co. was incorporated September 18th 1899. Authorized Capital Stock \$250,000.00 divided into shares of \$50.00 each. Articles of Incorporation are recorded in Incorporation Book No. 5, pages 87-88-89, Kenton County Records at Covington, Ky. The second article states: "The first Board of Directors of said company shall be James C. Ernst Henry Peltrian, John A. Simpson Geo. W. Hamilton and C. B. Simmell, each of whom own at least three shares of the capital stock of the company."

The third article states: "Said railway is to be constructed and operated, from the City of Covington, Kenton County Ky., to the Town of Erlanger, in Kenton County, Ky., and to such further points beyond said Town of Erlanger as may hereafter be determined upon." The sixth article states: "The maximum charge, for the transportation of passengers on and over said line of railway, shall not exceed ten cents per passenger between Erlanger, Ky. and Cincinnati, O., and five cents per passenger between Erlanger, Ky. and Covington, Ky."

These Articles of Incorporation were signed and acknowledged Sept. 18th 1899 by the following, showing the number of shares of stock subscribed for.

James C. Ernst, 20 shares; Henry Peltrian, 20 shares;
J. S. Hamilton, 1 share; John A. Simpson 5 shares;
G. W. Hamilton, 3 shares; C. B. Simmell 3 shares
and C. P. Garony 1 share.

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About the middle of the year 1900 James C. Ernst, president of the South Covington & Cincinnati St. Ry. Co., told me that the officials of that company had decided to construct an electric railway line from Covington, Ky. to a point on the Cincinnati & Lexington Turnpike opposite the far entrance of the Highland Cemetery. For quite a while prior to that time, my negotiations for this railway extension had been principally with James C. Ernst.

The survey of the Port Mitchell St. Ry. line was completed as far as the Horse Branch road in 1901. After I was shown its location, I told Mr. Ernst the Buckeye Moulding Sand Brick & Quarry Co. would give the right of way through the Perkins farm if the fare between the Perkins farm and Fountain Square in Cincinnati be fixed at five cents per passenger. See contract attached to back of this paper.

Construction work on the Port Mitchell railway line was begun in the spring of 1902, and it was completed during the year 1903, to the far entrance of the Highland Cemetery. The Cincinnati, Covington & Erlanger Ry. Co. constructed this line of railway, and at that time it was a subsidiary of the South Covington & Cincinnati St. Ry. Co.

About the end of the year 1902, I purchased 155 shares of stock in the Buckeye Moulding Sand Brick & Quarry Co., owned by the heirs of J. Shelly Hudson dead. This purchase increased my holdings of the company's stock to 210 shares, which gave me controlling interest in the stock of the company.

The Port Mitchell Country Club was organized by A. G. Simmell in his office at 427 Madison, Avn. Covington, Ky. during the latter part of the year 1903, and the early part of the year 1904. It was incorporated March 16th 1904, and Articles of Incorporation are recorded in Incorporation Book 5, page 424, Kenton County

Records at Cornington, N.Y. Prior to the organization of the Port Mitchell Country Club, the Buckeye Moulding Sand Brick & Quarry Co. had agreed to sell to the club when organized and incorporated, the rear portion of the Perkins farm, containing 75.07 acres, for \$15,000.00 cash, to become a site for the golf course and club house. The Kenton County Land Co. was incorporated April 8th 1904, and its Articles of Incorporation are recorded in Incorporation Book 5, page 442, Kenton County Records at Cornington, N.Y. Authorized Capital \$15,000.00, divided into shares of \$50.00 each. The purpose in organizing this company was, that it could receive and hold title to the 75.07 acres of land mentioned above, with the expectation that the charter members of the club, many of whom were wealthy men, would subscribe for all the stock of the company, and promptly pay for same, and that the said company would then promptly pay the Buckeye Moulding Sand Brick & Quarry Co. the purchase money in full. This resulted in failure and disappointment, and the plan was abandoned, and I told the Board of Governors of the club that the Buckeye Moulding Sand Brick & Quarry Co. would finance the club in this transaction through the Kenton County Land Co. its subsidiary.

The Buckeye Moulding and Brick & Quarry Co. conveyed the above mentioned 75.07 acres of land to the Newton County Land Co. by deed dated July 7th 1904, recorded in Deed Book 117, page 311. No lien was retained.

The Menton County Land Co. conveyed this same 75.07 acre tract of land to the Port Mitchell Country Club by deed dated December 12th 1905, recorded in Deed Book 123, page 300, and received for the unpaid balance of The purchase money, 131 notes of The Port Mitchell Country Club for \$10000 each, payable in ^{cent. per} ~~one~~ ^{ten} years after date, with interest at the rate of 4 per annum, secured by vendors lien. These notes were

transferred to the Buckeye Moulding Sand Brick & Quarry Co., and one hundred of them remained unpaid until maturity, ten years from their date, when they were all promptly paid with accrued interest, and lien was then cancelled.

The remaining thirty acres of the John H. Perkins farm, fronting on the Livingston & Lexington Turnpike, and extending back to, and adjoining the 75.07 acre tract conveyed to the Port Mitchell Country Club, as above mentioned, was subdivided into town lots, and is the original townsite of the Town of Port Mitchell. The plat of the Town of Port Mitchell was completed on August 24th 1904, and was signed, acknowledged and recorded January 5th 1906, and there appears on the lower left hand corner of this plat the following:

"The Town of Port Mitchell, Kenton County, Ky., August 24th 1904, W. E. Gumm surveyor." This is the first recorded plat of property subdivided into town lots for residential purposes on the Livingston & Lexington Turnpike, now U. S. Highway 25, ^{the present city limits of} between Lexington and Erlanger, and it was within the bounds of this plat that the Town of Port Mitchell was built and incorporated as a town of the sixth class. It was during the year 1904 and the year 1905, that the streets shown in this plat, were graded, and cement sidewalks were laid on all the streets, and trees were planted along all the sidewalks and on some of

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The J. E. Simmell

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WHO GROWS A TREE
Wisdom he learns who grows a tree—
Wisdom enough for anyone;
He learns the rare technique, it takes
To rear a faith-revering son.
Both must be rooted firm and deep,
In sturdy soil or basic truth;
They must be nurtured, pampered, trained
And fondly loved—both tree and youth.
There must be prayers for normal growth,
Strength to evolve spirit from clod;
Who knows a tree tries every art,
But leaves the final touch to God.
—JULIE C. KUGLER

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of June 1906, I purchased

and dead, 155 shares of the

stock of the Buckeye Moulding Sand Brick & Quarry Co. This

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purchase increased my holdings of the company's stock to 465 shares. Geo. E. Perkins held the remaining 60 shares of the outstanding stock of the company. This 525 shares is all the stock the company ever issued of its authorized capital stock. When I purchased the J. Shelly Hudson and John L. Sandford stock mentioned, the company had paid no dividend on its stock out of the proceeds of sale of real estate.

Soon after the death of John L. Sandford and J. Shelly Hudson, in 1895, B. Bramlage was elected a director of the company, and immediately following was elected president of the Buckeye Moulding Sand Brick & Quarry Co. for the reason that he represented the heirs of John L. Sandford. After the death of my two good friends and associates mentioned above, the duties of the president of this company required but little time and effort, because the management of the company's business, and the development and sale of its property, and keeping its books and records was left entirely to G. Carpenter its secretary and treasurer, who performed all these duties. That A. G. Simrall might legally hold office in the Buckeye Moulding Sand Brick & Quarry Co., on June 14th 1906, I transferred to him 3 shares of my stock in the company which made him a stockholder of record; and on June 15th 1906, I transferred 3 shares of my stock in the company to C. B. Thompson to make him a stockholder of record so he could legally hold office in the company. At a meeting of the stockholders and the Board of Directors of the Buckeye Moulding Sand Brick & Quarry Co. held during the latter part of June 1906, B. Bramlage tendered his resignation as director and president of the company, and by vote of the board and the stockholders, his resignation was accepted. His reason for resigning was, that the heirs of John L. Sandford, who he had represented, had sold all their stock in the company. Then at the same meeting of its stockholders, upon motion of the writer, A. G. Simrall was nominated and by unanimous vote,

was elected a director of the company; then the Board of Directors met, and by unanimous vote elected A. G. Simm-rall president of The Buckeye Moulding Sand Brick & Quarry Co. Then upon motion of the writer, the stockholders, by unanimous vote, elected C. B. Thompson a director of the company to succeed Geo. L. Perkins resigned. Both A. G. Simm-rall and C. B. Thompson held these offices until the company was dissolved.

Following are some of my reasons for giving the J. G. Simm-rall Co. the exclusive sale of the lots in the Town of Port Mitchell subdivision: First, because since Oct. 4th 1888 I had been interested with A. G. Simm-rall and John G. Simm-rall in several newly developed subdivisions of real estate in the City of Livingston, handled by various incorporated companies, ^{some of} which they organized, and some of which I organized; the names of some of them are listed following the last page hereof. This experience gave me knowledge of their unusual ability to sell building lots in newly developed subdivisions; and second, because A. G. Simm-rall had organized the Port Mitchell Country Club, most, if not all of its charter members being his intimate friends, and third, because this fact I thought would open the way for him to induce many of the members of the club to purchase lots in the Town of Port Mitchell subdivision and build residences for themselves thereon. Early in the year 1906 A. G. Simm-rall suggested the idea that we offer several building sites at reduced prices to such purchasers as would agree to build residences thereon in a short time following their purchases. I approved this suggestion and authorized him to make the sales accordingly, and not long thereafter these several building sites

were purchased by charter members of the Port Mitchell Country Club, and not long afterward, all of the purchasers began building their residences on these seven building sites, and by the end of the year 1907, they with their families occupied their seven residences. This gave Port Mitchell its first substantial existence as an unincorporated town. The seven purchasers were; A. G. Simrall, John G. Simrall, Frank D. VanDinkle, John W. Mengier, Geo. P. Diehl, Samuel H. Long and Edward Gumpf. From this time on the Town of Port Mitchell had a rapid and substantial growth.

The Town of Port Mitchell was created in the suit of Frank D. VanDinkle and others on Petition, No. 11281, filed May 25th 1909. The judgement creating the town was entered on Feb. 14th 1910; on which date Port Mitchell became an incorporated town of the sixth class, limited within the bounds of the plat of said town mentioned on page ten hereof; a printed copy of which is attached to the back of this page.

Port Mitchell was the first unincorporated town, and the first incorporated town on or near the Livingston & Lexington Turnpike, now U. S. Highway 25; ^{the present city limits of} between, ~~Livingston~~, Ship and Erlanger, Ship.

Not long prior to Feb. 1911, I offered Thos. H. Kennedy \$1000⁰⁰ commission to arrange the purchase of about two acres of ground from Francis Poltz, for the Brokey Co., located within boundary lines as follows. Beginning at a point on the west line of the Livingston & Lexington Turnpike at the south east corner of lot 104 in the plat of the Town of Port Mitchell; and continuing from this point south, along the west line of the said Turnpike

103.77 feet to a point 175 feet from the south line of Orchard Road; and from this point N. 57° W. in a line parallel with the south line of Orchard Road, to the east line of lot 97 in the plat of the Town of Port Mitchell; and from this point along the east line of said lot 97 to the south line of Orchard Road; and from this point along the south line of said lot 104 to the point of beginning. Thomas H. Kennedy succeeded in purchasing this plot of ground for the Buckeye Moulding Sand Brick & Quarry Co. for \$4500.00 cash, and received the \$10000 commission promised him. Francis Palty conveyed this plot of ground to the Buckeye Moulding Sand Brick & Quarry Co. by deed dated Feb. 13th 1911, recorded in Deed Book 140, page 569, which recites that possession will be given Dec. 1st 1911.

For the purpose of adjusting the line between this plot of ground and lot 97, Frank D. Vandinkle conveyed to the Buckeye Moulding Sand Brick & Quarry Co. a triangular part of lot 97 by deed dated Feb. 24th 1911, recorded in Deed Book 140, page 618, and the Buckeye Co. conveyed to Frank D. Vandinkle a triangular part of the ground purchased from Francis Palty, mentioned above, in even exchange. A drawing of these two triangles is shown on the two deeds above mentioned.

After this adjustment of lines the plot of ground purchased from Francis Palty, combined with lot 104 in the plat of the Town of Port Mitchell, was subdivided into lots Nos. 1 to 12 as shown by the plat of the Buckeye Moulding Sand Brick & Quarry Co. Addition to Port Mitchell attached to the back of this page outlined in red. This plat was recorded Sept. 24th 1912.

and appears in Original Plat Book 64-123, page 84. The principal purpose in purchasing the plot of ground from Paltz was to straighten up the plat of the Town of Port Mitchell, but it proved to be a profitable investment because the lots in this Addition to Port Mitchell were among the most desirable in the town.

The Buckeye Moulding Sand Brick & Quarry Co. conveyed to O. J. Carpenter, for and in consideration of services rendered, Lot No. 103 shown in the plat of the Town of Port Mitchell, by deed dated Aug. 7th 1917, recorded in Deed Book #165, page 281, and on the same date the said Company distributed to its stockholders all the assets in its treasury after all its obligations had been paid. Then the Buckeye Moulding Sand Brick & Quarry Co. conveyed to O. J. Carpenter as a final dividend on 465 shares of the Company's stock owned and held by him, Lots Nos. 1-2-3-4-5-6 and the East 39 feet of Lot No. 7 shown in the Buckeye Moulding Sand Brick & Quarry Co. Addition to Port Mitchell; and Lots Nos. 68-69-70-98 and 95 shown in the Company's original plat of the Town of Port Mitchell; by deed dated August 7th 1917, recorded in Deed Book No. 165, page 279; and on the same date the Buckeye Moulding Sand Brick & Quarry Co. conveyed to Geo. H. Perkins as a final dividend on 60 shares of the Company's stock owned and held by him, Lot No. 8, and the West 11 feet of Lot No. 7, shown in the plat of the said Company's Addition to Port Mitchell, by deed dated August 7th 1917, recorded in Deed Book No. 165, page 277.

This completed the distribution of the assets of the Company and its liquidation, and then and there the Buckeye Moulding Sand Brick & Quarry Co. was

dissolved; which was about 25 years after the date of its incorporation, and about 25 years after it had purchased the John H. Perkins dairy farm for townsite purposes, mentioned on pages two and three hereof.

I will now continue from the red dot on page six hereof, and give further facts regarding the Port Mitchell Farm. Watson Pranter paid the purchase price for this farm with six three promissory notes dated May 16th 1895, payable to the order of Homer Hudson, Trustee; one note for \$6000.00 payable Nov. 16th 1895; one for \$7000.00 payable May 16th 1896, and one for \$7000.00 payable May 16th 1897, all with interest at the rate of six percent per annum from their date until paid. Payment of the first mentioned note was secured by certain stocks attached as collateral, and all were secured by vendors lien on the property conveyed to him. The terms of the trusteeship under which Homer Hudson Trustee held the property mentioned were, that a majority interest could at any time, by written request, require the Trustee to sell the property, and a written request to that effect was made at the time this property was sold a short time after the sudden and tragic death of our good friend and associate John L. Sandford.

The Port Mitchell farm, or tract, was sold by the Master Commissioner in July 1907, in Suit No. 9724 (Rule Docket 20) entitled Covington Savings Bank & Trust Co. Trustee vs: Watson Pranter, Edith R. Pranter, Henry Green, Trustee, and Unknown.

Defendants. The petition was filed March 20th 1907.

The buyer was Edith R. Pranter and deed was acknowledged to her by the Master Commissioner August 6th 1907.

On August 7th 1907, Mrs. Edith R. Pranter executed a note and mortgage on the property for \$18,501.00 the price bid at the sale. The note ran for one year.

On August 31st 1908, the Livingston Savings Bank & Trust Co. Trustee, filed suit to foreclose this mortgage. The suit was dismissed settled December 15th 1908.

Edith R. Pranter and her husband Watson Pranter, conveyed the Port Mitchell farm, or tract, to the Livingston Savings Bank & Trust Co. in trust, for the beneficial owners, by deed dated October 3^d 1908, recorded in Deed Book 133 page 172, — "for and in consideration of the cancellation of a certain promissory note executed by them to the Livingston Savings Bank & Trust Co., Trustee, dated August 7th 1907, in the sum of \$18,501.00 maturing one year from date bearing interest from date at the rate of six percent per annum, and secured by mortgage upon the land herein conveyed. Said tract of land is conveyed to the grantee herein in trust for four equal interests, one owned by O. J. Carpenter; one by the heirs at law of J. Shelly Hudson deceased, to wit: Sallie C. Hudson, Percy C. Hudson and Edith Hudson Papp; one by the heirs of John L. Sandford deceased, to wit: Kate M. Sandford, C. M. Sandford and Julia Sandford Willard; and one to devisees of Warner Hudson deceased, to wit: Sallie C. Hudson Percy C.

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Hudson and Edith Hudson Papp, equal owners of one half the $\frac{1}{4}$ beneficial interest of the said Horner Hudson deceased; and Ida H. White, and Ida Presley Prettyman equal owners of the other half of said beneficial interest of said Horner Hudson deceased. The will of Horner Hudson was probated on September 22^d 1902, and is recorded in Will Book 8, page 565.

About thirty days prior to January 8-1909, O. J. Carpenter purchased from Sallie C. Hudson, Brey C. Hudson, Edith Hudson Papp and William W. Papp, their $\frac{3}{8}$ undivided beneficial interest in the Port Mitchell farm, or tract, inherited from J. Shelly Hudson decd. and Horner Hudson decd., which they conveyed to said O. J. Carpenter by deed recorded January 8th 1909, in Deed Book 133 page 605. This deed is dated December 17th 1908.

O. J. Carpenter conveyed to Thos. J. Craighead three sixteenths the interest in the Port Mitchell farm, or tract, by deed dated January 7th 1909, recorded in Deed Book 134 page 119. It was at this time that Mr. Craighead first became a part owner of the property mentioned in this deed.

The Port Mitchell Co. was incorporated February 3^d 1909 with authorized capital \$16,000.00, divided into shares of \$100.00 each. The articles of incorporation are recorded in Incorporation Book 6 page 236. Article 5 is as follows: "The names and places of residence of the stockholders and the number of shares of stock subscribed by each are as follows: O. J. Carpenter, Livingston, Ky. 70 shares; T. J. Craig-

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head, Meriton County, Ky. 30 shares: B. Bramlage
Committee, Brington, Ky., Life Interest for Kate M. Sandford
13 1/3 shares: C. M. Sandford, New York, N.Y. 11 1/3 shares:
Julia S. Willard, New York, N.Y. 11 1/3 shares: C. B. Thompson
son Brington, Ky. 4 shares." The articles of
incorporation of the Port Mitchell Co. were signed and
acknowledged February 3^d 1909 by O. J. Carpenter,
J. J. Creaghead and C. B. Thompson, who served as
Directors of the Company from the time it commenced
business on February 17th 1909 until June 7th 1929,
during all of which time O. J. Carpenter was its president
and J. J. Creaghead was its secretary and Treasurer

Ida N. White and Ida Presley Prettyman conveyed
to the Port Mitchell Co. their one-eighth undivided
equitable interests in the Port Mitchell farm, or
tract, by deed dated May 11th 1910, recorded in
Deed Book 138 page 72. "This deed is intended to
perfect the title of the Grantee in the said tract and
is intended to convey to it all the interest of the
Grantors therein, whether legal or equitable."

The Brington Savings Bank & Trust Co. as Trustee for O. J.
Carpenter, J. J. Creaghead, C. M. Sandford, Julia Sandford Willard
and Kate M. Sandford, for and in consideration of
\$16,000.00 to it paid, conveyed the Port Mitchell farm, or
tract, to the Port Mitchell Co. by deed dated May 13th 1910,
recorded in Deed Book 138 page 70. The following is
copied from this deed. "The respective equitable interests
in the real estate herein conveyed are as follows: O. J.
Carpenter, owner of 7/16 interest; J. J. Creaghead, owner of 3/16
interest: C. M. Sandford, Julia Sandford Willard and Kate M.

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Davidson, owners of $\frac{1}{16}$ interest: Ida H. White and
Ida Presley Prettyman, owners of $\frac{3}{16}$ interest."

Ida H. White and Ida Presley Prettyman did not receive stock in the Port Mitchell Co. as payment for their $\frac{3}{16}$ interest conveyed to said company, but received cash instead. This left 20 shares of the stock of the Port Mitchell Co. to be sold, the proceeds to be used to pay for their $\frac{3}{16}$ interest. O. J. Carpenter purchased 14 shares of this stock, and J. J. Craghead ^{purchased} the remaining 6 shares. At the time this 20 shares of stock was issued, the holders of the company's 160 shares of stock were as follows: O. J. Carpenter owned and held 84 shares; J. J. Craghead owned and held 36 shares; Heirs of John L. Davidson owned and held 40 shares, 4 shares of which they caused to be issued to C. B. Thompson to qualify him to hold office as a director of the company to represent them on the board. All the above mentioned 160 shares of stock was held without change of ownership until June 7th 1929.

The job of subdividing the 20 acres of the Port Mitchell Farm, or tract, fronting on the Lexington Pike and extending back to the St. Ry. Co's right-of-way, so as to give the lots in the subdivision the greatest sale-value for residential purposes, was left entirely in the hands of O. J. Carpenter the writer, and W. L. Glasgow the company's civil engineer. Commencing about the middle of May 1910, the writer many times went over this tract in order to get a thorough knowledge of its high and low points in an effort to reach a conclusion as to how it should be subdivided, and in July 1910, I requested Mr. Glasgow to prepare for me a sketch showing his idea as to how he thought it

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should be subdivided, and not long thereafter he gave ^{me} this sketch, which is filed with this paper for examination. Not long after receiving this sketch, I met Mr. Slagier on this tract and explained to him how I wanted it subdivided, and gave him instructions to lay out a reserve strip along the Pranter line 10 feet wide between the Lexington Pike and the Street Ry. Co's right-of-way; and to lay out a street 42 feet wide along the List line from the Lexington Pike to the St. Ry. Co's right-of-way, and reserve from dedication the sidewalk width of 8 feet along the List line, and name the street Portside Drive; and to lay out all the other streets in this subdivision 42 feet in width; and he followed my instructions with skill and accuracy in locating all the streets in this subdivision, and also in laying out the lots in same, and in laying out the Park shown in the plat of this subdivision. The plat of the Port Mitchell Co.'s subdivision was recorded Mar. 9th 1911, and a blueprint of the recorded plat furnished by Mr. Slagier is filed with this paper. A short time before this plat had been recorded, John B. Simmell suggested to me that we call this subdivision Port Mitchell Heights, and his suggestion was promptly approved, and since then it has been called the Port Mitchell Heights subdivision, and commonly referred to as Port Mitchell Heights.

In the spring of 1911 The Port Mitchell Company let contracts for improvements in the Port Mitchell Heights Subdivision, which were as follows. For grading all the streets in the subdivision, and removing the breastworks of the old Civil War Fort, which cost the company \$4292.21. For laying sewer pipeline, which cost \$1347.81. For laying 4 inch cast iron water pipe line, which cost the company, including cost of underground water-compression tank

Tank, \$1415.48. For laying concrete curbs and gutters which cost the company \$2423.06; For laying concrete sidewalks which cost the company \$2877.96. For macadamizing streets, with Tarris binder, which cost the company \$5692.73. For building dam and grading out lake basin, which cost the company \$201.46. For building concrete spring house, which cost the company \$125.00. All the above mentioned improvements were planned and specified by O. J. Carpenter president of the company, and were made under his supervision. All these improvements were completed, I think in 1911, or certainly not later than the first half of the year 1912, and no extension of these improvements had been made up to the spring of 1936, except the water line extension on Portside Drive from Summit Lane to the Dixie ^{Highway} Water Co's main on U. S. Highway 25; and connection of sewer pipe line with the town of Port Mitchell sewer system at the street crossing right-of-way and Portside Drive, and placing three fire hydrants, 2 on Summit Lane and 1 on Park Road.

Also in the spring of 1911 the Port Mitchell Co. let contracts for improvements in the Port Mitchell Heights subdivision which were as follows. For construction of pump house which cost the company \$227.65. For automatic electric water pump, and connecting same with the water pipe line and the lake, and placing the underground water pressure tank mentioned above on this page, and connecting same with the water pipe line, which cost the company \$323.18. For underground electric conduit system which cost the company \$784.00. All the improvements mentioned in this paragraph were planned and specified by T. J. Hagghead secretary and treasurer of the company and were made under his supervision.

Nov. 31 - 1927

After January 1st 1919, the Port Mitchell Co. expended \$604.43 for street lighting system in the Port Mitchell Heights subdivision.

The total cost of the improvements mentioned in the three preceding paragraphs, including some other small items, was \$20,683.97.

On November 5th 1925 the Port Mitchell Co. gave to the Dixie Highway Water Co. the 4 inch cast iron water pipe line in the Port Mitchell Heights subdivision in even exchange for a contract by which it agreed to furnish water to the residents in the subdivision, and by which the residents in the subdivision, and others who had purchased building sites therein, agreed to relieve the Port Mitchell Co. from its obligation to furnish them with water from the lake.

Upon my request Charlton B. Thompson wrote to Marshall Sandford son of John L. Sandford and asked him to give the date of his father's death. In his letter to me dated May 1st 1937 Mr. Thompson gives me the information desired as follows.

"I have just had a letter from Marshall Sandford who says that his father died on April 11th 1895."

Mr. Thompson's letter is attached to the back of this page.

The Port Mitchell Heights subdivision was annexed to the town of Port Mitchell on January 12th 1926, almost sixteen years after the said town of Port Mitchell was incorporated as a town of the sixth class.

I will always feel sincerely grateful to Herbert Jackson for choosing and purchasing a building site in the Port Mitchell Heights subdivision, upon which he built for himself a very attractive and substantial

residence, and for influencing his friends to purchase building sites in the Port Mitchell Heights Subdivision, several of whom built their splendid residences thereon, which was such a great help in making Port Mitchell Heights such an attractive place to reside.

About April 15th 1929, the Port Mitchell Company had sold all of its real estate, excepting that described as follows: Lots Nos. 48-49-51-52-65-66-67 and 73 in the Port Mitchell Heights Subdivision; the last mentioned two lots were never intended to be building lots; and all the other six lots mentioned were the last choice of building sites in the said subdivision; and also that undeveloped part of the Port Mitchell farm, or tract, which lies between the St. Ry. right-of-way and the Amsterdam Pike, containing about 39 acres of very rough ground, every part of which I had finally decided, (after careful examination at various times for several years) was undesirable for subdivision into building lots for residential purposes; and about April 15th 1929, I offered to sell the above described real estate to P.J. Breaghead at a stated price ^{for cash,} and a few days prior to June 3^d 1929 Mr. Breaghead accepted my offer and became the purchaser of the real estate mentioned above. At the time

this sale became effective, the holders of the stock of the Port Mitchell Co. were the following. O. J. Carpenter held and owned 84 shares; the heirs of John F. Sandford held and owned 40 shares, 4 shares of which they had caused to be issued to C. B. Thompson to qualify him as director of the Company; and P. J. O'neaghead held and owned 36 shares; all of which stock was the first and original issue of the 160 shares of the authorized capital stock of the Port Mitchell Co., and none of the stockholders mentioned had ever disposed of any part of their stock until June 7th 1929.

From the time the Port Mitchell Co. commenced business until June 7th 1929, O. J. Carpenter, C. B. Thompson and P. J. O'neaghead had continuously served as its three directors, and O. J. Carpenter had continuously served as its president, and P. J. O'neaghead had continuously served as its secretary and treasurer.

On June 7th 1929, a meeting of the Board of Directors of the Port Mitchell Co. was called for the purpose of executing a deed conveying to P. J. O'neaghead the real estate he had purchased, ^{on page 24 above} as heretofore mentioned, and to receive in cash the purchase price of same, and to then distribute all the assets of the company to its stockholders, and then and there dissolve the corporation.

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But at this meeting Mr. Craghead suggested that instead of the Company conveying the real estate he had purchased, by deed, that a distribution of all the assets held in the Company's Treasury, including the purchase price of the property he had purchased; would first be made to the stockholders; and after this distribution had been made, O. J. Carpenter would transfer to him 84 shares of the Company's stock, and the heirs of John L. Sandford would have their 40 shares of the Company's stock transferred to him.

This arrangement was to me, ~~and to~~ and to the heirs of John L. Sandford; represented by C. B. Thompson, satisfactory and promptly agreed to.

After all the assets in the company's Treasury had been distributed to the stockholders mentioned, I transferred my 84 shares of stock in the company, to O. J. Craghead, and C. B. Thompson, for the heirs of John L. Sandford, transferred to O. J. Craghead their 40 shares of stock in the company; and at the same time, on June 7-1929 the stockholders received a final cash dividend on their stock, and when this stock was transferred to Mr. Craghead, its only value was in the real estate mentioned on page 24 hereof—

On June 7th 1929, I ~~disposed~~ disposed of what remained of my interest in the old Port Mitchell farm, or tract, and likewise