

Office of
J. H. Power,
Attorney at Law,
No 3 Court Place.

Flemingsburg, Ky. Jan 19th., 1900.

Mr. T. G. Wallingford,

Fields Store, Tex.

Dear Sir & Uncle:-

In response to your esteemed favor of the 13th. inst. I have to say that I have examined the records of the Fleming County Clerks Office in regard to the estate of Lewis DeBell, deceased, and I find that in August, 1884, B. C. Foxworthy, as surviving trustee of Lewis DeBell, deceased, made a settlement of said trust. I also find that on the 25th. day of August, 1884, he made a settlement with you for three of your children, you acting under a power of attorney from them, which is of record in the Fleming County Clerks Office, and on that date you accepted \$375.00 in full of the interest of Eliza O. Moore, Anna D. Boulware and R.T. Wallingford, who are your childre, as I understand it; on the same date, you joined with B. C. Foxworthy in a deed for their interest in a tract of land owned by Lewis DeBell, deceased; the consideration for the conveyance of said land was \$200.00; \$150.00 of which was paid in cash and \$50.00 was held by B. C. Foxworthy until Edna Day and Lee Day could make the title good. I presume these are the same children spoken of by you in your letter. As I now understand it, these two Day children are the only children of your daughter, Mattie, who was evidently dead at the time of this transaction in 1884, and they are entitled to the same interest in this estate that each of your ^{three} children would be entitled to,

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No. 3 Court Place.

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Flemingsburg, Ky.

and inasmuch as these three received \$375.00 for their interest in the personalty and \$50.00 each for their interest in the land, I presume that the two Day children would be entitled to \$125.00 for their interest in the money that was then on hands, belonging to said estate, and in addition to the \$50.00 interest in this land. Edna Day, as I understand from your letter, is now 21 years of age, and so far as she is concerned, she is able to make a deed good and collect her portion, otheasum of \$25.00, coming to her out of the land, and Lee, the boy, must wait until he is 21 years of age, before he can make the deed good, according to the laws of the State of Kentucky; they are both entitled to their interest in the money that was then onhand, to-wit - \$125.00.

I enclose herewith Power of Attorney, which you have these children sign and acknowledge and return to me, authorizing me to collect whatever interest they may have in this estate, and I will give the matter my immediate attention. This Power of Attorney must be signed and acknowledged by these children before a Notary Public the same as a deed.

I am very well indeed, and since you were in Kentucky I have married and have a family of two children; the oldest boy is almost eleven years of age and the youngest is almost five. My brother, John S. Power's family, is also well, and we were very glad to hear from you.

As soon as you return the Power of Attorney signed by these

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Flemingsburg, Ky., Jan. 29th., 1900.

Mr. T. G. Wallingford,

Fields Store, Tex.

Dear Sir:-

In response to your favor of recent date in regard to the Power of Attorney, and to the inquiries you make in regard to the interest of your grand children in the estate of Lewis DeBell, deceased, I have to say that it is necessary for both of the children to sign the Power of Attorney, so as to show my authority to represent them as an attorney at law. If I understand the situation correctly, Lee Day, as well as his sister, ought to be able to collect all that is coming to them out of the personalty, but if the sale of the land is permitted to stand and he accepts his portion of the fifty dollars, of course he will have to wait until he is 21 years of age to make the deed. However, as I understand the situation, neither of these children, are bound by this deed, and neither of them is bound to accept the \$25.00, each, which seems to have been set apart to them in deed, but they may, if they desire, repudiate the sale entirely and claim their interest in the land. I have not made any inquiry as to the value of this land. I will, however, inquire, and if it turns out that in my opinion their interest in the land is worth more than fifty dollars, we will repudiate the sale and claim whatever their interest is worth. However, I am quite sure that it is a poor tract of land, and it may be that fifty dollars is the reasonable value of their interest. As to this you must trust to my judgment after an investigation

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made by me. As to the interest in the personalty, I wrote you before, that I found a contract on file in the Fleming County Clerks Office, in which B. C. Foxworthy, in his life-time had settled with you, as the attorney in fact of three of your children, in which they received \$375.00, which would be \$125.00 for each share, and assuming that was a fair settlement, the share of these two infants, would be worth the same, to-wit - \$125.00. Of course, if this is a fair settlement, they would be entitled to interest on this sum from date of that settlement, which would about double the amount. If they accept the fifty dollars, set apart to them in the deed for their interest in the land, they are certainly entitled to six per cent on that from the date of the deed.

You asked me what will be my attorney's fee; this is a hard question for me to answer, and will depend upon what litigation we have over this matter, however, I will say that if I can collect the money coming to these two infants without any litigation, I will charge them ten per cent of the amount collected. If litigation becomes necessary, then my fee will be larger, but I am not able at this time to state what it would be, what would be a reasonable fee, as I cannot state the extent of the litigation.

My idea about this matter is that when the Power of Attorney is signed and acknowledged and returned to me, I will write to J. W. Foxworthy and inform him of the state of affairs, and then *J*

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think surely, he will be able to see that he is absolutely bound for this money, and if that is so, he will then have sense enough to pay it without litigation. If you desire this matter attended to promptly, return the Power of Attorney at once.

You inquire in regard to Uncle Will Hull; he died several years ago; all my mother's brothers and sisters are dead; he being the last one living. My brother, John, is still living and his family are quite well. General Joe Wallingford, of Maysville, Ky. who died a few years ago, was at that time, the oldest one of the name, I suppose. I am unable to state which is the oldest one that is now living. Doc Wallingford, who lived near Tilton, Ky. died about one month ago. Indeed, I suppose you must be the oldest one of the name, now living, at least I would suppose ^{so} from the age you give me.

Yours truly, *Jos H Power*

-Dictated-

Office of
J. N. Power,
Attorney at Law,
No. 3 Court Place.

Flemingsburg, Ky. Mch. 9th., 1900.

Mr. T. G. Wallingford,

Fields Store, Texas.

Dear Sir:--

In response to your favor of the 6th. inst. in which you inquire in regard to the claim of your children against J. W. Foxworthy, I have to say that as soon as I received the Power of Attorney, I made inquiry in regard to the value of this mountain land. As soon as I learned what it was probably worth I wrote him the condition of things and informed him that he was owing these children and of the fact that they have an interest in this land. I told him that he must settle this matter at once or suit would be brought for a settlement of it. He came very promptly and saw me more than a week ago and I showed him the whole matter and explained to him just what he owed and he asked me to give him until the 15th. day of March to look into the matter further and that he would give me an answer at that time. He said he wanted to do just what was right in the premises, and I told him I wanted to do the same, but there was no doubt in my mind but what he would have to pay them this money. He has been investigating this matter, to my personal knowledge since that time, and I expect to hear from him on or before the 15th. of March. In the meantime it will be necessary for Lee Day to have a guardian appointed for him before any suit can be brought, or any money collected, in any event, so that I desire Lee Day to go into

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Count at once and choose a guardian, and as soon as that is done, please forward to me a certified copy of the order appointing the guardian, and all the necessary papers showing the appointment, so I can take steps in this matter if it is necessary. This will be necessary whether any suit is brought or not, as not one would have a right to collect anything for Lee Day except his guardian.

Yours truly,

Jos H Power.

-Dictated-

Office of
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Attorney at Law,
No. 3 Court Place.

Flemingsburg, Ky. Apr. 6th., 1900.

Mr. T. G. Wallingford,
Fields Store, Tex.

Dear Sir & Uncle:-

I have written you two letters in the last three weeks pertaining to the appointment of a guardian for your grand-son Lee Day. Surely they have not reached you, as I cannot hear a word from you. I write again to say that I can get the business settled, pertaining to Edna & Lee Day, if he will only go into court and have a guardian appointed for him.

Please have him do this at once, and after the guardian is appointed, send me a certified copy of the ~~order~~ other showing the appointment and as soon as it is sent to me, I will be able to close up this business.

Please let me hear from you by return mail.

Yours truly,

J. H. Power.

-Dictated-

Office of
J. H. Power,
Attorney at Law,
No. 3 Court Place.

Flemingsburg, Ky.

Apr. 19", 1900.

Mr. Thos. G. Wallingford,

Fields Store, Tex.

Dear Uncle:-

I have made a settlement of the claims of Edna and Lee Day with John W. Foxworthy, of Maysville, Ky. relative to their interest in the estate of Lewis DeBell, deceased.

I found upon an examination of the records here that B. C. Foxworthy was indebted to these two children on the 25th. day of August, 1884, in the sum of \$125.00, on account of the personalty of said estate. This was the same amount paid to each of the other heirs through you as attorney in fact. I collected said sum of \$125.00, with six per cent interest up to the 14th. day of April, the day on which he made the settlement. On that date said sum of \$125.00, with accumulated interest was \$242.07; one half of this sum belongs to Edna Day and the other half to Lee Day, and is to be paid to you as his guardian. I also collected on the same day \$48.41 for Edna Day, it being one half of \$50.00, which was reserved to her as her part of the purchase money of a tract of land sold to B. C. DeBell on the same day you settled for the other grand-children. This sum of \$25.00, with its accumulated interest from Aug. 24th., 1884 to April 14", 1900, amounts to \$48.41; the whole amounting to \$290.48.

I agreed to collect this money for ten per cent. I have deducted a few cents over that amount to-wit \$30.00, which is a very

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reasonable fee, as I found after I got into the matter a great deal more labor than I supposed, however, I always keep my contracts. I have charged Edna Day with \$17.50 and Lee Day with \$12.50 of this fee; one half of this sum of \$242.07, to-wit - \$121.03 and \$48.41, purchase price of the real estate belongs to Edna Day. These two amounts added together amount to \$169.44. I have paid \$1.25 for recording the Power of Attorney of Edna Day to me. This was necessary in order to make the deed and these expenses should be borne by her, hence, I have deducted my fee of \$17.50 and \$1.25, making \$18.75 and twenty five cents, I have paid for draft, which all amount to \$19.00, from the sum of \$169.44, which leaves the sum of \$150.44 due her. For which I hand you herewith a New York draft payable to her, which you will please deliver to her. One half of \$242.07 amounting to \$121.04 belongs to Lee Day. I deduct \$12.50, attorneys fee and twenty five cents exchange, which amounts to \$12.75, from said sum of \$121.04, which leaves \$108.29 due Lee Day. For which amount I hand you herewith New York draft payable to yourself as guardian of Lee Day in full payment of same.

I hope this will be satisfactory to all parties concerned. It is a great deal more money than I expected to find when I first proposed to investigate the matter, but I spent considerable time in looking up these matters myself, and made this discovery.

You will remember that there is still \$25.00, one half of the purchase price of the land, which is still coming to Lee Day, with interest thereon from the 25th. day of ~~Oct~~ *Aug*, 1884. This

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amount could not be collected at this time because he couldn't make the deed.

You will please inform me by return mail when Lee Day will be 21 years of age. Give me the exact date, and I will take a memorandum of same and if I am living at that time, please have him to communicate with me, or if you are living at that time, please communicate with me and I will collect this balance from Mr. Foxworthy, if he is living and if he is not, from his estate. He fully understands this, as I expressly stated these facts in the receipt that I gave him for this money.

I hope you and your family are well.

Kindly acknowledge the receipt of these drafts as soon as you receive them.

Yours truly,

-Dictated-

Commentary from Nick Wallingford, 16 November 2008

This is a series of letters from J.H. Power, an attorney in Kentucky, to T.G. Wallingford, spanning the dates 19 January 1900 to 19 April 1900.

It relates to T.G. Wallingford's efforts to get final settlement of the estate of his father in law, Lewis Debell, who had died 6 April 1884, for his grandchildren Edna and Lee Day.

The attorney, Joseph H. Power, refers to T.G. as "uncle", but it is honorific title. Joseph was the son of Mary Boone Hull Power, who was the daughter of Sarah Wallingford and Samuel Hull. Sarah was a sister of Nicholas Wallingford, so she would have been T.G.'s aunt.

Joseph was born around 1850 and lived until 1941, living pretty much all of his life in Fleming County, Kentucky.

One reference in the letters is to Joseph having married and had a family since T.G. last saw him. This implies that T.G. visited with him during T.G.'s trip to Kentucky in 1884, when he originally attempted to sort out the inheritance.

The letters refer to B.C. Foxworthy, who was acting for the Lewis Debell estate in 1884. Baldwin Clifton Foxworthy was a Baptist minister who was married to Sallie Debell, sister of Lewis (the aunt of T.G.'s first wife Evaline). These letters refer to Power dealing with J.W. Foxworthy, the son of B.C. and also an attorney, it would seem.

In the second letter, Power refers to some of the Wallingford family. Will Hull, who died only several years earlier, was the last living child of T.G.'s half sister Sarah.

General Joe Wallingford refers (unconfirmed) to Joseph Wallingford, son of John Wallingford, T.G.'s oldest half brother. Joseph was 21 years older than T.G. I have not been able to confirm his rank of "General" but believe this to be the right person based on age, relationship and the fact that he lived his life in Maysville, Kentucky, dying in 1898 - just two years before Power wrote the letter.

Doc Wallingford, who died two months before the letter was written, was Dr. Alvin Monroe Wallingford, a son of Mark Wallingford, another of T.G.'s older half brothers. T.G. had named one of his children after Alvin, and this was probably the first news he would have received of the death. A letter in the 1880's from T.G.'s brother refers to Alvin expecting a letter from T.G., so it appears they were in contact at least until then, and possibly after.

The final letter provides considerable detail of the final settlement that Joseph Power obtained for T.G. for Edna and Lee Day. As the Day children were both around the age of 20 and had no parents living (Martha had died just before the 1884 trip to settle the estate, Robert Franklin had died in 1894) the settlement would have been very useful in setting them off on their adulthood.