



# THE LINCOLNS IN KENTUCKY

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Lexington, Kentucky

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# THE PRESENTER



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**KENT MASTERSON BROWN** is a nationally-known litigator who practices constitutional and administrative law. He also writes books, lectures, and creates documentary films on American historical figures and events. His passion for preserving history extends to efforts which have been nationally recognized. His books on the American Civil War are acclaimed academic works. In 1997 he performed a title examination of the Lincoln boyhood home site at Knob Creek, Kentucky for the National Park Service so it could be added to the Abraham Lincoln Birthplace National Historic Site.

Mr. Brown is the author of numerous books and articles including *General George Gordon Meade and the Gettysburg Campaign; Retreat from Gettysburg: Lee, Logistics and the Pennsylvania Campaign; One of Morgan's Men: Memoirs of Lieutenant John M. Porter of the Ninth Kentucky Cavalry, The Confederacy's First Battle Flag: The Story of the Southern Cross; The Civil War in Kentucky: Battle for the Bluegrass State; and Cushing of Gettysburg: The Story of a Union Artillery Commander*. In addition, he reissued and re-illustrated *Johnny Green of the Orphan Brigade* and is the creator and first editor of the national magazine, *The Civil War*, and the originator of its very popular Civil War seminars.

Mr. Brown is the president and content developer of Witnessing History, LLC. His films include "*I Remember the Old Home Very Well: The Lincolns in Kentucky, Daniel Boone and the Opening of the American West, The Southern Cross: The Story of the Confederacy's First Battle Flag; Unsung Hero: The Horse in the Civil War, Henry Clay and the Struggle for the Union; Retreat from Gettysburg: Lee, Logistics & the Pennsylvania Campaign; Bourbon and Kentucky: A History Distilled; and The Long Road Back to Kentucky*. The eight documentaries were Telly Award winners.

Mr. Brown is a graduate of Centre College and received his J.D. from Washington & Lee University. He serves as a member of the Gettysburg Foundation Board of Directors and as president of the Kentucky Civil War Roundtable. In 1991 he was appointed the first chair of the Gettysburg National Military Park Advisory Commission and in 1993 Governor Brereton Jones appointed him as the first chair of the Perryville Battlefield Commission. Mr. Brown is a member of many other organizations.



## ACKNOWLEDGEMENTS

This report could not have been produced in the period of time allotted but for the wonderful assistance of Genevieve M. Young. In a research library, combing through hundreds of documents, she is unparalleled in patience and precision.

To Gary Talley, Chief of Operations of the Abraham Lincoln Birthplace National Historic Site, Hodgenville, Kentucky, I am most indebted for his assistance in providing me a copy of the *Thomas Stout, et al. v. John Doe* ejectment suit documents from the Nelson Circuit Court and many insightful suggestions, as well as for his great interest in the project. To make the Knob Creek farm part of the national historic site has been a long-time dream of his. I share that dream.

Robert Blythe and Stuart Johnson of the National Park Service, Southeast Support Office, Atlanta, Georgia, selected me to research and prepare this report after examining the credentials of many others, and I thank them for their confidence in me and their profound interest in the subject as well as their thoughtful suggestions. I am also thankful to the Georgia Trust for Historic Preservation for its financial assistance in making this project possible.

I am particularly thankful for the help of James LaRue of Hodgenville, Kentucky, a fine historian and delightful gentleman. He provided me with timely leads and important documents which are referenced in this report.

To the thoughtful and pleasant LaRue County Court Clerk, Linda Carter, and her deputy clerks, and Tommy Turner, the County Judge/Executive of LaRue County, all of Hodgenville, Kentucky, and the staff of the Kentucky Department of Libraries and Archives, Frankfort, Kentucky, I am most thankful.

Finally, I, like all who love history, thank Senator Wendell H. Ford of Kentucky for his foresight in introducing legislation to incorporate the Knob Creek farm of Thomas Lincoln's into the Abraham Lincoln Birthplace National Historic Site. It is a critical site in Abraham Lincoln's life -- the first site of his memory -- and to finally add it to the national historic site would be the realization of a dream of all Lincoln scholars, particularly my old friends, R. Gerald McMurtry and William H. Townsend, and a service to all Americans.

Kent Masterson Brown  
Danville, Kentucky



**REPORT ON THE TITLE OF THOMAS LINCOLN TO, AND THE HISTORY OF,  
THE LINCOLN BOYHOOD HOME ALONG KNOB CREEK IN  
LARUE COUNTY, KENTUCKY\***

Kent Masterson Brown

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**I. THOMAS LINCOLN: THE EARLY YEARS**

Even now Thomas Lincoln remains an obscure figure in history. Some facts about him are known and much has been conjectured. Thomas Lincoln was born to Captain Abraham Lincoln and Captain Lincoln's second wife, the former Bersheba Herring of Rockingham County, Virginia, on January 6, 1778, on a two hundred ten (210) acre tract of land along Linville Creek (a tributary of the Shenandoah River) in Rockingham County.<sup>1</sup> Captain Lincoln, Thomas's father, had served in the Virginia Militia during the Revolution. His first wife, the former Mary Shipley, died in 1776 after bearing four (4) children: Mordecai, born in 1771; Josiah, born in 1773; Mary; and Nancy.<sup>2</sup> Captain Abraham Lincoln's marriage to Bersheba produced one son, Thomas.<sup>3</sup>

The Lincolns were of old English stock. Captain Abraham Lincoln was a descendant of Samuel Lincoln, a Puritan from Norfolk County, England, who came to the New World apprenticed as a weaver.

He landed at Salem, Massachusetts, in 1637, living the remainder of his life in Hingham, Massachusetts, and dying there at the age of 71 in 1690.<sup>4</sup>

Captain Abraham Lincoln, like so many of his progenitors, was always looking for something better in life, even at the cost of moving great distances under perilous circumstances to find it. Having learned of the lovely lands in Kentucky from numerous trappers, traders, and longhunters such as his acquaintance, Daniel Boone, Captain Abraham Lincoln, bearing treasury warrants for land in Kentucky provided to him by

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\* Digitized by the Internet Archive in 2013, <http://archive.org/details/reportontitleoft00brow>

<sup>1</sup> Barton, William E., *The Paternity of Abraham Lincoln* (New York, 1920) (hereinafter cited as *The Paternity of Abraham Lincoln*) pp. 257-258; Tarbell, Ida M., *In the Footsteps of the Lincolns* (New York, 1924) (hereinafter cited as *In the Footsteps of the Lincolns*) pp. 54- 59; Warren, Louis A., "Thomas Lincoln's Cabin Homes," 24 *Lincoln Lore* (September 23, 1929); Warren, Louis A., "Thomas Lincoln Chronology," 44 *Lincoln Lore* (February 10, 1930).

<sup>2</sup> *The Paternity of Abraham Lincoln*, p. 258; *In the Footsteps of the Lincolns*, p. 59. Some scholars have reported the birth of Mordecai as being in 1764 and Josiah as being in 1766.

<sup>3</sup> *The Paternity of Abraham Lincoln*, p. 257; *In the Footsteps of the Lincolns*, pp. 1-16.

<sup>4</sup> Tarbell, Ida M., *The Early Life of Abraham Lincoln* (New York, 1974) (hereinafter cited as *The Early Life of Abraham Lincoln*), p. 22.

Virginia in exchange for his military service, moved his wife and family, including his very young son, Thomas, to the land beyond the Cumberland Gap in 1782.<sup>5</sup>

Captain Lincoln apparently claimed land along the Green River and lands in present-day Campbell County and Jefferson County. By 1785, he had settled with his little family at Long Run in what is now Jefferson County, Kentucky.<sup>6</sup> That year Captain Lincoln was killed while tending crops during a hit-and-run raid by marauding Indians. Thomas Lincoln, then only seven (7) years old, witnessed his father's death in the fields of their four hundred (400) acre tract of land near Hughes's Station. Captain Abraham Lincoln was reportedly buried at the present site of the ruins of the Long Run Baptist Church.<sup>7</sup>

Widowed, Bersheba Lincoln, along with her young son, Thomas, moved to Beech Fork (a tributary of the Salt River) in present-day Washington County, Kentucky.<sup>8</sup> There lived Thomas's half-brothers, Josiah and Mordecai. Mordecai Lincoln would become a prosperous landowner and sheriff of the county. According to the tax assessment records for 1792 – the earliest dated tax assessment records for Washington County still in existence – Mordecai owned one hundred (100) acres of land.<sup>9</sup> Nearby lived Richard Berry, who would play a significant role in Thomas Lincoln's life. Berry owned two (2) slaves, ten (10) horses, and thirty-nine (39) head of cattle in 1792. He also owned six hundred (600) acres of land.<sup>10</sup>

Richard Berry's wife, the former Lucy Shipley, may well have been closely related to Captain Abraham Lincoln's first wife. This would provide one reason why the Berrys and Lincolns lived near one another, and why Bersheba moved to the locality.<sup>11</sup> Thomas

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<sup>5</sup> *In the Footsteps of the Lincolns*, p. 59; Warren, Louis A., "Thomas Lincoln Chronology," 44 *Lincoln Lore* (February 10, 1930). Captain Abraham Lincoln visited Kentucky as early as 1780, the year he was issued his Treasury Warrants, in order to claim some of the lands he was awarded by Virginia. One of the original Treasury Warrants, made out in the name of an "Abraham Linkhorn," bears the date March 4, 1780. It was in the collection of Rubin T. Durrett, one of the founders of the Filson Club in Louisville, Kentucky.

<sup>6</sup> *In the Footsteps of the Lincolns*, pp. 62-63; Warren, Louis A., "Thomas Lincoln's Cabin Homes," 24 *Lincoln Lore* (September 23, 1929).

<sup>7</sup> *In the Footsteps of the Lincolns*, pp. 63-64; Warren, Louis A., "Thomas Lincoln Chronology," 44 *Lincoln Lore* (February 10, 1930). Captain Lincoln's three (3) sons were apparently with him at the time he was killed. Mordecai and Josiah ran into the stockade where Mordecai seized a rifle and shot the Indian who was trying to carry off little Thomas.

<sup>8</sup> *The Early Life of Abraham Lincoln*, p. 29; Warren, Louis A., "Thomas Lincoln Chronology," 44 *Lincoln Lore* (February 10, 1930).

<sup>9</sup> Barton, William E., *The Lineage of Lincoln* (Indianapolis, 1929) (hereinafter cited as *The Lineage of Lincoln*), p. 280. Barton includes a verbatim transcription of the Washington County, Kentucky, tax assessment records, 1792 to 1800, including entries for Mordecai and Josiah Lincoln, in his text.

<sup>10</sup> *Id.*

<sup>11</sup> Briggs, Harold E., and Ernestine B. Briggs, *Nancy Hanks Lincoln* (New York, 1952) (hereinafter cited as *Nancy Hanks Lincoln*), p. 34.

Lincoln grew to adulthood in Washington County, Kentucky, not more than ten (10) miles from the town of Springfield.

In 1792, Bersheba Lincoln owned one (1) horse and ten (10) head of cattle. She occupied lands provided to her by her stepsons.<sup>12</sup> Thomas Lincoln spent his youth tending to his mother's small subsistence farm. The tax assessment records in Washington County, Kentucky, for 1800 through 1805 reveal that Thomas Lincoln never owned any lands there himself. He is listed as owning a horse in 1800, 1801, and 1805.<sup>13</sup>

Lincoln apparently purchased a tract of land in Cumberland County, Kentucky, along Marrowbone Creek, on November 28, 1801, and, on January 2, 1802, he gave bond for service as a constable of the county. That bond was renewed on August 13, 1804. It seems that Thomas Lincoln's uncle, Hannaniah Lincoln (Captain Lincoln's brother), was the first sheriff of Cumberland County.<sup>14</sup>

## **II. THOMAS LINCOLN'S EARLY YEARS IN HARDIN COUNTY**

Thomas Lincoln came to Elizabethtown, Hardin County, Kentucky, as early as 1796, working for Samuel Haycraft on a mill dam and performing odd jobs. He appears on the tax assessment records as early as 1802. He was twenty-five (25) years old.<sup>15</sup> It has been conjectured that he decided to stay in Elizabethtown in order to serve as an apprentice carpenter to a Joseph Hanks.<sup>16</sup> By 1803, the tax records reveal that he farmed two hundred thirty-eight (238) acres on Mill Creek, patented by a William May. Mill Creek in Hardin County is a tributary of the Salt River. The Lincoln Mill Creek farm was located about twelve (12) miles northwest of Elizabethtown, Kentucky. At the time, Lincoln did not even own a horse.<sup>17</sup> The tax assessment records, thereafter, show a gap of six (6) years before Thomas Lincoln was assessed taxes on the Mill Creek

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<sup>12</sup> *The Lineage of Lincoln*, p. 280. Barton includes a verbatim transcription of the Washington County, Kentucky, tax assessment records, 1792 to 1800, in his text. Included is an entry for Bersheba Lincoln on October 10, 1792.

<sup>13</sup> *Id.*, p. 281. Barton includes a verbatim transcription of the Washington County, Kentucky, tax assessment records for Thomas Lincoln, dated May 11, 1796; February 14, 1800; August 5, 1805 and September 6, 1805, in his text.

<sup>14</sup> *Id.*, pp. 283-284; Warren Louis A., "Thomas Lincoln's Cabin Homes," 24 *Lincoln Lore* (September 23, 1929). Barton includes a verbatim transcription of a state auditor's receipt from Thomas Lincoln for the first installment on a certificate number 158 for two hundred (200) acres of land in Cumberland County, Kentucky in his text. Lincoln paid the sum of four dollars and forty-three cents (\$4.43). The land was ultimately assigned to another settler in 1807. Thomas Lincoln, apparently, was granted another ninety-eight (98) acres of land in 1804.

<sup>15</sup> Warren, Louis A., "Thomas Lincoln Chronology," 44 *Lincoln Lore* (February 10, 1930); tax assessment records, Hardin County, Kentucky, 1802, Roll 008013, Kentucky Department of Libraries and Archives, Frankfort, Kentucky (hereinafter referred to as "KDLA") (See Appendix A).

<sup>16</sup> *In the Footsteps of the Lincolns*, pp. 80-81.

<sup>17</sup> Tax assessment records, Hardin County, Kentucky, 1803, Roll 008013, KDLA. (See Appendix A).

properties again.<sup>18</sup> This gap is curious given that Thomas Lincoln, for one hundred eighteen pounds (£118), actually had the land conveyed to him by deed from a John F. Stater, dated September 2, 1803. The deed, recorded in Deed Book B, page 253, in the Hardin County Court Clerk's office, reads as follows:

This indenture made this 2nd day of September one thousand eight hundred and three, between Dr. John F. Stater of Green County and State of Kentucky, of the one part and Thomas Lincoln of Hardin County, state aforesaid of the other part *Witnesseth*: That for and in consideration of the sum of one hundred and eighteen pounds in hand paid, the receipt of which before signing and sealing of these presents, he the said Dr. John F. Stater doth hereby acknowledge have bargained and sold and by these presents doth grant, bargain and sell unto the said Thomas Lincoln a certain tract or parcel of land containing two hundred and thirty-eight acres, part of the 1600 acre survey patented to William May, bought by said Stater of Joseph Fenwick and bounded as follows, to wit; Beginning at a hickory corner to Robert Huston survey, part of said 1600 acre survey, thence South thirty degrees west one hundred and eighty-three poles to a stake corner to Huston, thence North forty five degrees West one hundred and fifty five poles to a black oak corner to the original survey North twenty four degrees West one hundred and forty poles to a white oak in Shepherds line corner to the original, thence North thirty one degrees West fifty poles to a dogwood white oak and gum corner to Thomas Williams in the original line, thence with Williams line South sixty seven East two hundred and fifty poles to a white oak and hickory South 31 degrees West twenty poles to the beginning .... To have and to hold the above mentioned two hundred and thirty eight acres of land with all its appurtenances barns, stable, ways, houses, water and conveniences, to the above mentioned Thomas Lincoln his heirs executors and administrators forever against him, the said Dr. John F. Stater, his heirs executors or administrators forever, and he the said Dr. John F. Stater as well for his heirs as for himself doth further covenant and agree to and with the said Thomas Lincoln and his heirs that he will warrant and forever defend the above mentioned two hundred and thirty eight acres of land with all of its appurtenances to the said Thomas Lincoln his heirs executors and administrators forever to their proper use and behalf, against him the said Dr. John F. Stater and his heirs executors, etc. forever, but not against the claim or claims of any person or persons whatever, but – be it plainly understood above said land be taken by any prior or legal claim, then the above bound Dr. John F. Stater his heirs, executors are to pay to the said Thomas Lincoln his heirs, executors, etc., the above mentioned sum of one hundred and eighteen pounds. In witness of the above bound Dr. John F. Stater doth hereunto set his hand and affix his seal the day and date above written.

JOHN F. STATER [Seal]

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<sup>18</sup> Tax assessment records, Hardin County, Kentucky, 1803 to 1809, Roll 008013, KDLA (See Appendix A).

Hardin County;  
Sct. s.s.

I hereby certify that on the second day of September last this indenture. . . from John F. Stater to Thomas Lincoln was acknowledged by the said Stater to be his act and deed and the same was admitted to record on this 26th day of November 1803.

BENJAMIN HELM, H.C.C.

There appears a marginal note on the deed which reads: "Delivered to Thomas Lincoln, April 23, 1814."<sup>19</sup>

Eleven (11) years later, it must be noted here, on October 27, 1814, Thomas Lincoln and wife, Nancy Hanks, conveyed only two hundred (200) of that two hundred thirty-eight (238) acre tract to a Charles Melton for one hundred pounds (£100). The deed, recorded in Deed Book E, page 193, Hardin County Court Clerk's office, reads as follows [emphasis in this and all subsequent quotations added by author]:

This indenture made this twenty seventh day of October in the year of our Lord one thousand eight hundred and fourteen between Thomas Lincoln and Nancy his wife of the County of Hardin and the State of Kentucky, of the one part and Charles Melton of the county and state aforesaid of the other part witnesseth;

That the said Thomas Lincoln and Nancy his wife, has this day granted bargained and sold, and by these presents doth grant bargain and sell, alien and confirm unto the said Charles Melton a certain parcel or tract of land containing 200 acres of land for and in consideration of one hundred pounds to the said Lincoln and Nancy his wife and in hand paid by the said Milton the receipt whereof is acknowledged, which land was patented in the name of William May and is conveyed from John Tom Stater to Thomas Lincoln of deed bearing the date the 2nd of September 1803, lying and being in Hardin County on the waters of Mill Creek and bounded as follows:

Beginning at a hickory corner to Robert Houston's survey, part of a sixteen hundred acre survey, thence south 30 degrees west 183 poles to a stake corner to Houston, thence north 45 degrees west 155 poles to a black oak, corner of the original survey, north 24 degrees west 140 poles to a white oak in Shepherd's line, corner to the original, thence 31 degrees west 60 poles to a dogwood white oak and gum corner to Thomas Williams in the original line, thence with Williams line south 67 east 250 poles to a white oak and hickory, south 31 degrees west 22 poles to the beginning, which courses contain 238 acres, and the said Melton is at liberty to take 200 acres out of the said 238 acres where he thinks proper and the said Lincoln and Nancy his wife does forever warrent and defend the said 200 acres of land from themselves and their

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<sup>19</sup> Deed Book B, page 253, Hardin County Court Clerk's office, Roll 388591, KDLA (See Appendix M).

heirs executors, administrators and assigns forever, to the said Melton, **but not from the claim or claims of any other person. But if the said land should be lost by any better or prior claim then the said Lincoln is to pay the said Melton the sum of 100 pounds.** In witness whereof the said Thomas Lincoln and Nancy his wife hath hereunto set their hands and affixed their seals the day and date before written. Interlined before signing

THOMAS LINCOLN [seal]  
her  
NANCY X HANKS  
mark

Hardin County sct.

I Samuel Haycraft, Jr., Deputy Clerk of the county court for the county aforesaid, do hereby certify that on the day of the date hereof, Thomas Lincoln and Nancy his wife, personally appeared before me and acknowledge the within indenture or deed of bargain and sale to Charles Melton as and for their voluntary act and deed, she the said Nancy being at the same time examined by me separate and voluntarily relinquished her right of dower which she has or may have in and to the land hereby conveyed and that she was willing that the same should be recorded and that I have truly recorded the same this 27th day of October 1814

SAMUEL HAYCRAFT, JR. D.C., H.C.C.<sup>20</sup>

Thomas Lincoln clearly purchased the property – two hundred thirty-eight (238) acres – in 1803. Yet, he was never assessed taxes on it again until 1809, indicating that he was not residing there and was not in "actual" possession of it. It is known that he was living in Cumberland County in 1804. Further, it is known that he appeared on the Washington County, Kentucky, tax assessment records with one (1) horse in 1805, and that he purchased a significant number of carpentry tools in Hardin County – files, saws and planes – indicating that he was working as a carpenter in Elizabethtown.<sup>21</sup> Lincoln was assessed taxes on the Mill Creek property in 1809, 1810, 1811, 1812, 1813 and 1814. He then sold only two hundred (200) acres of the Mill Creek land, totally abandoning the rest.

There are some plausible explanations for what occurred with the Mill Creek land. Thomas Lincoln may have given John F. Stater a note for the one hundred eighteen pound (£118) purchase price which he could not fully pay. Lincoln then likely would have leased the land to a tenant to help him with the payments and relieve him of the tax burden. The purchase may have been a speculation, although it is doubtful given Lincoln's meager resources. It may be that Thomas Lincoln left the property because of some unpleasantness or dislike of the land's productivity. If such were true, it is difficult to understand why the property would have been abandoned. Lincoln could have sold it

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<sup>20</sup> Deed Book E, page 193, Hardin County Court Clerk's office, Roll 388593, KDLA (See Appendix N).

<sup>21</sup> Warren, Louis A., "Thomas Lincoln Chronology," 44 *Lincoln Lore* (February 10, 1930).

for something. It also may be that someone had claimed a better title to the land, forcing Lincoln to abandon the property or face a lawsuit that would eject him from it. Strangely, he never even took delivery of his deed to the Mill Creek property until April 23, 1814, eleven (11) years later. Thomas Lincoln, obviously, turned his back on the property. Although assessed taxes on the property in 1809, 1810, 1811, 1812, 1813 and 1814, it is not known whether he ever paid them. It is known that Thomas Lincoln did not live on the Mill Creek property during or after 1809. Given the fact that Lincoln was assessed the taxes, it is apparent that he was unable to lease the land.

Proof that a competing claim was probably the cause of Lincoln's abandonment is found not only in Thomas Lincoln's failure to ever return there even when he was forced off other lands later, but the language in the deed between Thomas Lincoln and Nancy Hanks and Charles Melton, dated October 7, 1814. Unlike other deeds examined, the deed to Charles Melton "generally warrants" the title, but not from the claims of others. It then states: "But if the said land should be lost by any better or prior claim then the said Lincoln is to pay the said Melton the sum of 100 pounds." A general warranty deed warrants title against all claims. Here, Thomas Lincoln and Nancy Hanks conveyed a questionable title. Significantly, Thomas Lincoln clearly disclosed his problem to the purchaser, an act of honesty not often seen on the early Kentucky frontier. The most plausible conclusion is that a dispute about Lincoln's claim to the property caused him to leave it not long after he acquired it in 1803.

### III. THOMAS LINCOLN'S MARRIAGE TO NANCY HANKS

It is known that Thomas Lincoln returned to Cumberland County in 1804. He then went back to Washington County in 1805 and married Nancy Hanks there in 1806. He signed a marriage bond for the "full sum of 50 [pounds] current money" on June 10, 1806. The bond was also signed by Richard Berry, a neighbor of his half-brother, Mordecai.<sup>22</sup>

It has been said that Nancy Hanks was born in the "backwoods" of Virginia in 1784. Abraham Lincoln's law partner, William H. Herndon, claimed that Lincoln, in a state of depression, remarked that his mother was the illegitimate daughter of a Virginia planter and a woman named Lucy Hanks.<sup>23</sup> Dennis Hanks, who, along with his adopted parents, followed the Lincolns to Indiana, asserted that Nancy was "base born," and that she was his cousin. He stated that Nancy's name was actually Nancy Sparrow, and that her father's name was Henry Sparrow and her mother's name was Lucy Hanks.<sup>24</sup> A marriage bond was discovered in Harrodsburg, Kentucky, dated April 26, 1790, between a Henry Sparrow and a Lucy Hanks. Nancy, it has been claimed, was the daughter of that relationship, not confirmed by marriage until six (6) years after her birth.<sup>25</sup> Ida M.

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<sup>22</sup> *The Lineage of Lincoln*, pp. 285-286. Barton photographed the document from the Washington County, Kentucky marriage records, and he includes a verbatim transcription of Jesse Head's Marriage Returns from the Washington County, Kentucky marriage certificates showing Thomas Lincoln and Nancy Hanks married on June 12, 1806.

<sup>23</sup> Herndon, William H. and Jesse William Weik, *Herndon's Lincoln*, 3 vols. (Springfield, 1921) (hereinafter cited as *Herndon's Lincoln*), vol. I, pp. 3-5.

<sup>24</sup> *Id.*, pp. 3-4; *Nancy Hanks Lincoln*, p. 32.

<sup>25</sup> *Nancy Hanks Lincoln*, pp. 33-34; Hutton, D.M., ed., *Lincoln Marriage Temple* (Harrodsburg, 1931) (hereinafter cited as *Lincoln Marriage Temple*), p. 27.

Tarbell, an early twentieth-century biographer of Abraham Lincoln, claimed that she was notified by a Mrs. Caroline Hanks Hitchcock of Cambridge, Massachusetts, that Nancy Hanks was the daughter of a Joseph Hanks who left Virginia and settled near Bardstown, Nelson County, Kentucky. Joseph Hanks, Tarbell relates, was possibly the same person to whom Thomas Lincoln apprenticed as a carpenter in Elizabethtown in 1803.<sup>26</sup> It appears from all available evidence that Nancy Hanks's mother was Lucy Hanks, who was unmarried when she traveled through the Cumberland Gap to Kentucky. Lucy very likely was the daughter-in-law of the pioneer Joseph Hanks, her husband having died.<sup>27</sup> To this date, no one has been able to clearly identify the parentage of Nancy Hanks.

It is known that when Thomas Lincoln courted young Nancy Hanks she was orphaned and living in the cabin of Richard Berry and his wife, Lucy Shipley, at Beech Fork, Washington County, Kentucky, not far from the home of Mordecai Lincoln, Thomas's half-brother. The marriage of Thomas Lincoln and Nancy Hanks took place at the cabin of Richard Berry on June 12, 1806. The marriage ceremony was performed by the Rev. Jesse Head, a Methodist Episcopal minister who then lived along Road Run, not far from the Lincolns and Berrys. The Rev. Jesse Head had been ordained a deacon by Bishop Francis Asbury in 1805. At the time he presided at the marriage of Thomas Lincoln and Nancy Hanks, the Rev. Jesse Head owned only a small four (4) acre plot of land, and three (3) slaves.<sup>28</sup> The institution of slavery was well known to Thomas Lincoln, but his family was generally too poor to have ever owned or leased slaves. He may well have had, or developed, a personal dislike for the institution. There is no evidence, though, that Thomas Lincoln ever showed any particular disdain or dislike for those who owned slaves. On the contrary, he was married by a slaveowner in the cabin of a slaveowner.

#### IV. THOMAS LINCOLN AND NANCY HANKS

Some descriptions of the bride and groom are in order here. Nancy Hanks, although simple in background, learning, and attainments, was profoundly religious and, obviously, became a caring and nurturing mother to her children. She was described by William H. Herndon (who interviewed many who remembered her, including Abraham Lincoln) as being "above the ordinary height in stature, weighed about 130 pounds, was slenderly built, and had much the appearance of one inclined to consumption (tuberculosis). Her skin was dark; hair dark brown; eyes grey and small; forehead prominent; face sharp and angular, with a marked expression of melancholy which fixed itself in the memory of whoever saw or knew her. Though her life was seemingly beclouded by a spirit of sadness, she was in disposition amiable and generally cheerful."

Abraham Lincoln, according to Herndon, rarely spoke of his early years or of his parents. One day, though, while Lincoln and Herndon were riding in a buggy to attend court at Petersburg, Menard County, Illinois, Lincoln remarked: "God bless my mother; all that I

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<sup>26</sup> *In the Footsteps of the Lincolns*, pp. 80-82.

<sup>27</sup> *Nancy Hanks Lincoln*, pp. 31-32.

<sup>28</sup> *Lincoln Marriage Temple*, p. 37; *The Lineage of Lincoln*, p. 280. Barton includes a verbatim transcription of the Washington County, Kentucky, tax assessment records, 1792 to 1800, as well as the Rev. Jesse Head's marriage returns from Washington County, Kentucky showing the marriage of Thomas Lincoln and Nancy Hanks took place on June 12, 1806.

am or ever hope to be I owe to her." Lincoln then, according to Herndon, became very sad and absorbed in thought.<sup>29</sup>

Abraham Lincoln described his father, Thomas Lincoln, as being, in his youth, "a wandering laboring boy" who "grew up literally without education. He never did more in the way of writing than bunglingly write his own name." Yet, there was much about Thomas Lincoln that foreshadowed the appearance, personality, and character of his famous son. Thomas Lincoln was described as standing "very erect ... always had his face clean shaved ... He was 5 ft. 10 or 11 inches in height, standing very erect with large bones and strong heavy muscles. Not fat, weighing about 170 or 175 lbs. with a medium high forehead, straight nose, grey or light blue eyes, rather a broad face and black hair, which he wore combed straight down, cut off square at the ends, and not combing his front locks behind his ears, it gave him something of a picturesque appearance." Of his character, most of those who remembered him asserted that Thomas Lincoln was "candid and truthful," and "amiable and sociable with everyone." He had "a great stock of border anecdotes and professed a marvelous proclivity to entertain by 'spinning yarns' and narrating his youthful experiences."<sup>30</sup> Thomas Lincoln was known to have purchased and used tobacco and whiskey, although he was never known to be intemperate.<sup>31</sup> All-in- all, he was a solid citizen. He was decent, amiable, and reliable.

## **V. THOMAS LINCOLN AND NANCY HANKS RETURN TO HARDIN COUNTY**

Thomas Lincoln brought his new bride to Elizabethtown, Kentucky, where he renewed his work as a carpenter. Elizabethtown was described as a "poor new village, made up of groups of log cabins, huddled along a few neglected lanes, with muddy streams instead of streets during rains, a stench of pig sties at the back."<sup>32</sup> The description is probably appropriate for most Kentucky towns of the era. There were, however, very prominent people there. The tax assessment records reveal some very large landowners with numerous slaves. Among them were Benjamin Helm, Thomas Helm, Charles Helm, George Helm, James LaRue, Jacob LaRue, and Dudley Roundtree, Jr. These men owned thousands of acres of land. Benjamin Helm owned six thousand (6,000) acres, while his brothers, Charles and Thomas, owned four thousand (4,000) and three thousand (3,000) acres, respectively.<sup>33</sup> Benjamin Helm, the Clerk of the County Court, had built a two-story brick home in Elizabethtown in 1802. It was fifty (50) feet by twenty-five (25) feet with eighteen (18) inch walls. The lower rooms were wainscoted in black walnut and its mantelpieces were walnut. In the gable of the house was the inscription: "BEN HELM, 1802."<sup>34</sup>

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<sup>29</sup> Herndon's *Lincoln*, vol. 1, pp. 2-3, 13.

<sup>30</sup> Warren, Louis A., "Thomas Lincoln Testimonials," 45 *Lincoln Lore* (February 17, 1930), citing Autobiography [of Abraham Lincoln] written for John L. Scripps, June, 1860, Basler, Roy P., ed., *The Collected Works of Abraham Lincoln*, 8 vols. (New Brunswick, 1953) (hereinafter cited as *Collected Works*), vol. IV., pp. 60-67.

<sup>31</sup> Warren, Louis A., "Thomas Lincoln Chronology" 44 *Lincoln Lore* (February 10, 1930).

<sup>32</sup> In the Footsteps of the Lincolns, p. 90.

<sup>33</sup> Tax assessment records, Hardin County, Kentucky, 1802 to 1815, Roll 008013, KDLA.

<sup>34</sup> In the Footsteps of the Lincolns, p. 90.

The tax assessment records of 1808 reveal that Thomas Lincoln lived on two (2) leased lots in the town of Elizabethtown. There is no evidence that Lincoln ever returned to the Mill Creek property at the time. He possessed only one (1) horse.<sup>35</sup> It is known that Thomas Lincoln purchased dishes and plates for two dollars and sixty-eight cents (\$2.68), a basin and spoons for three dollars and twenty-four cents (\$3.24), and a sword (probably to be made by him into a carpentry implement) at the sale of the estate of Thomas McIntire in Elizabethtown on January 15 and 16, 1807. The dishes, plates, basin, and spoons must have been welcome additions to his little household. At the sale appeared such individuals as Ben Helm, Job Dye, Jacob LaRue, George Helm, and William Brownfield.<sup>36</sup> On February 10, 1807, Nancy Hanks gave birth to the Lincoln's first child, a daughter whom they named Sarah.<sup>37</sup>

## **VI. THOMAS LINCOLN MOVES TO THE SINKING SPRING FARM**

When Sarah was about eighteen (18) months old, Thomas Lincoln determined to move again, this time to Hodgen's Mill or Hodgenville. In that area of Hardin (now LaRue) County lived the Lafollets, the Minguses, the Ashes, the Sparrows, the Stranges, the Brownfields, and the Redmons, all people known to Lincoln. Of all the people there, though, the Sparrows were probably the most critical to Lincoln's decision. Thomas and Betsy Sparrow and their adopted son, Dennis Hanks, lived in the Nolin River area. They were related to Nancy Hanks. All of Lincoln's new neighbors were sturdy people, but their lives, like that of Thomas Lincoln, were very simple. Most eked out a living on small farms that they leased or were acquiring by contract. Many occupied their lands for relatively short periods of time and then moved elsewhere.<sup>38</sup>

For Thomas Lincoln to give up the carpentry trade and move to largely uncleared land near Hodgenville was in keeping with his own past as well as his ancestry. He had grown up on small farms. He, like his father, had moved often. Sometimes the Lincolns had moved because they wanted something better; often it was because the times were so unsettled and difficult in Kentucky. Tragedy often struck. Land titles were uncertain; claims were poorly surveyed and often "shingled" or overlapped. Money was always scarce. In their way of life, the Lincolns were not unlike most of their new neighbors.

In the summer of 1808 Nancy Hanks was pregnant again. By the late fall of the year Thomas Lincoln and Nancy Hanks and their infant daughter, Sarah, settled about two and one-half (2 1/2) miles south of Hodgen's Mill along the South Fork of the Nolin River on a three hundred (300) acre farm with a large spring. That spring, known as the Sinking Spring or the Cave Spring, gave the farm its historic name. The farm was about two (2) miles from the Sparrows' cabin. The acreage was hardly what one would call "prime" land, but it was good land. Relatively high, it was not prone to flooding. Although

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<sup>35</sup> Tax assessment records, Hardin County, Kentucky, 1808, Roll 008013, KDLA (See Appendix A).

<sup>36</sup> Will Book A, page 291, Hardin County Court Clerk's office, Roll 39077 3, KDLA (See Appendix E).

<sup>37</sup> *The Paternity of Abraham Lincoln*, p. 259; *In the Footsteps of the Lincolns*, p. 91.

<sup>38</sup> Tax assessment records, Hardin County, Kentucky, 1808, Roll 008013, KDLA (See Appendix); Sandburg, Carl, *Abraham Lincoln*, 6 vols. (New York, 1940) (hereinafter cited as *Abraham Lincoln*), Vol. I, pp. 15-16.

largely forested, there were some clearings, and, with work, more land could be cleared for farming. The land had to be "worked" to be productive. When cleared, the pasturelands had a pleasant roll to them, not unlike most lands near rivers. According to most later accounts, the little log cabin stood on the top of one rolling ridge, overlooking the spring. Altogether, the Sinking Spring farm was a good acquisition for a simple farmer like Thomas Lincoln.<sup>39</sup>

It seems Thomas Lincoln believed he had actually purchased the rights to the farm. Among the documents found in the Equity Papers of the Hardin Circuit Court was an agreement between a Richard Mather of Hardin County and a David Vance of Hardin County, dated May 1, 1805. The agreement reads:

Articles of agreement made this first day of May 1805 between Richard Mather of the County of Hardin and State of Kentucky and David Vance of the county and state aforesaid witnesseth that I have sold to the said David Vance **a tract or parcel of land, on the waters of the south Fork of Nolin containing 300 acres; beginning at or near a spring called the Sinking Spring** to be twice as long as wide and to include as much of a grove called the Little Turkey Grove as will fall within the boundary of aforesaid. And I do oblige myself to make a deed with a general warrantee to the said David Vance, when the said David Vance has made full payment to Richard Mather or his order for the aforesaid land in witness whereof we have interchangeably set our hands the day and year above written.

RICHARD MATHER.

Witnesses present;  
JOHN GUM, SHEPHERD GUM

Beneath the agreement appears two (2) endorsements which read:

Indorsements:

(1) For value received I assign the within agreement to Isaac Bush. Given under my hand and seal this 2nd. day of Nov. 1805.

Test. DAVID VANCE.

BEN HELM, JOHN MILLER

(2) **For value received I assign the within article to Thomas Lincoln witness my hand and seal the 12th. day of December 1808.**

Test. ISAAC BUSH.<sup>40</sup>

SAM HAYCRAFT.

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<sup>39</sup> *The Lineage of Lincoln*, pp. 292-293. Barton cites the case of *Richard Mather v. David Vance, Isaac Bush and Thomas Lincoln*, Hardin Circuit Court, 1813-1816, Equity Papers of the Hardin Circuit Court. The original documents disappeared long ago, but they are copied verbatim in Barton's text.

<sup>40</sup> *Id.*

Thus, Thomas Lincoln, on December 12, 1808, possessed an assignment, for which he paid monies, from Isaac Bush who had been assigned, for monies Bush had given to David Vance, an agreement by Richard Mather to convey to Vance a deed for the three hundred (300) acre farm along the South Fork of the Nolin River, conditioned on Vance making "full payment" to Mather.

Because the agreement was not recorded – and David Vance never made full payment as required – the Sinking Spring farm never appeared on the tax assessment records of Hardin County under Thomas Lincoln's name. It remained under the name of Richard Mather in the tax assessment records.<sup>41</sup> Thomas Lincoln moved there solely relying on David Vance having made, or making, full payment to Richard Mather. Under such tenuous circumstances, Thomas Lincoln and Nancy Hanks set out to clear the land, repair and furnish a simple one-room log cabin, and start life again in the fashion both had known all their lives.

It was there, on Sunday, February 12, 1809, that a son was born. In the words of Carl Sandburg, a neighbor "granny woman [Aunt Peggy Walters], and Tom Lincoln and the moaning Nancy Hanks welcomed into the world of battle and blood, of whispering dreams and wistful dust, a new child, a boy." They named the child Abraham in honor of Captain Abraham Lincoln, Thomas's father.<sup>42</sup>

## **VII. THOMAS LINCOLN LEAVES THE SINKING SPRING FARM, MOVES TO KNOB CREEK, AND THERE TRIES TO RECLAIM HIS FARM IN THE MATHER LAWSUIT**

The Lincolns lived on the Sinking Spring farm for only two (2) years. David Vance never met his obligation to Richard Mather even though he had accepted money for his assignment to Isaac Bush. Consequently, the assignments from David Vance to Isaac Bush and from Isaac Bush to Thomas Lincoln were in question. Once again, Thomas Lincoln faced land troubles. This time the troubles resulted in litigation.<sup>43</sup>

Lincoln had paid for the assignment to the Sinking Spring farm. Unequivocally, he wanted to stay there. He even offered to pay the balance of David Vance's debt (£15.12.4) to Richard Mather, but Mather rejected the offer, claiming he would accept the balance only in "good trade at cash price" as agreed. Mather apparently wanted his own note to Vance for "trade goods" paid off. Thomas Lincoln had no deed, and Mather, it seems, refused to lease the property to him. Thomas Lincoln, by 1811, had to move

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<sup>41</sup> Tax assessment records, Hardin County, Kentucky, 1809, Roll 008013, KDLA (See Appendix B).

<sup>42</sup> *Abraham Lincoln*, vol. I, p. 15.

<sup>43</sup> Warren, Louis Austin, *Lincoln's Parentage & Childhood* (New York, 1926) (hereinafter cited as *Lincoln's Parentage & Childhood*), pp. 113, 117-119, n.19. Warren cited the case of *Richard Mather v. David Vance, Isaac Bush and Thomas Lincoln*, Hardin Circuit Court, 1813-1816, Equity Papers of the Hardin Circuit Court. The original documents disappeared long ago, but all of the pleadings and motions are transcribed verbatim in Warren's text. See also: Civil Order Book D, 1811-1814, *Richard Mather v. David Vance, et al.*, Hardin Circuit Court, Roll 989539, KDLA (See Appendix H)

again. That he did not return to Mill Creek is convincing evidence that he believed he did not have a title to it that could be successfully defended against another claim.<sup>44</sup>

On September 1, 1813, a bill, or, complaint, was filed in the Hardin Circuit Court by Richard Mather against David Vance, Isaac Bush, and Thomas Lincoln, which reads as follows:

#### BILL

To the Honorable the Judges of the Hardin Circuit Court in Chancery sitting. Your orator Richard Mather respectfully sheweth that sometime in 1805 your orator sold to a certain David Vance who your orator prays may be made a defendant to this bill, a certain tract or parcel of land lying and being in the circuit afsd. on the waters on the south fork of Nolin and containing 300 acres as will appear by the duplicate of an article of agreement of 1st. May 1805. between your orator and sd. Vance and hereby made a part of this bill and filed herewith, that your orator was to make sd. Vance a deed to sd. land as soon as the purchase money should be paid as will also appear from said articles of agreement, that your orator has been paid a part of the purchase money by said Vance and for the balance took Vance's note for £15.12.4 payable eighteen months after date to wit the 1st. of November 1806 in good trade at cash price which note he now holds undischarged and is filed herewith and made a part of this bill. But your orator further states that believing Vance to be good for the amount of said note he took no personal security with Vance in the note for the payment of the amount of it. That Vance has since sold the land to a certain Isaac Bush whom your orator prays to be made a defendant here and that sd. Bush sold to one Thomas Linkhorn who is also made a defendant to this bill and who is now living on the land as your orator supposes. That none of the said purchasers have ever had the legal title to the land the same then and still being your orator's. that the sd. Bush and Linkhorn purchased the sd. land of Vance with a full knowledge that your orator retained an equitable lien on it for a part of his purchase money and that they therefore took it subject to that equitable claim. Your orator further states that since the sale of said land by your orator sd. Vance has become altogether insolvent and is now living as he is informed and believes at Natchez or New Orleans nor has he as your orator knows of an article of property in this state. Now so it is may it please your Honors that although your orator has a just debt coming to him there is no process of common law by which he can obtain it and must entirely lose it unless this honorable court will equitable interfere in his behalf. All which actings and doing of sd. defts. is contrary to equity and good conscience, and tend to the manifest injury of your orator and as your orator is remediless in the premises at common law and only relievable in equity when full and complete justice is done according to the circumstances of each case to that and therefore may it please your honors to subject sd. land to your orators debt and to grant and decree to your orator a sale of sd. land or so much thereof that would satisfy your

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<sup>44</sup> *Id.*

orators sd. debt. herein serve for an interest and costs and grant to your orator the writ of Subpoena against sd. defts. and compel them to answer simply and specially all and singular the allegations of this bill and such other and further relief as to equity and good conscience may belong and you orator will ever pray.

1813 1st. Sept. filed.

GAITHER P.C.<sup>45</sup>

The Order Books for the Hardin Circuit Court for the year 1813 reveal that David Vance was involved in at least four (4) lawsuits charging similar acts brought by such notable residents as Benjamin Helm, Jacob Linder, James Crutcher, and Edward Thompson. In those cases as well as in the case brought by Richard Mather, David Vance failed to appear.<sup>46</sup> He had left Hardin County and was living in Natchez, Mississippi, or New Orleans, Louisiana. The Hardin Circuit Court, Judge Alfred Metcalf presiding, ordered Vance, on September 2, 1813, to appear at the first day of the next term of court or suffer judgment by default.<sup>47</sup> Vance could never be found by the sheriff and never appeared. He had pursued a course, it seems, of cheating would-be landowners out of their money. Thomas Lincoln was just one of his victims. But Richard Mather served Lincoln no better; he took a note for £15.12.4 from David Vance, and when Lincoln offered to pay that balance, Mather changed the tenor of his agreement with Vance to include the value of his "trade note" to Vance. Clearly, the May 1, 1805, agreement did not include such an understanding.<sup>48</sup>

On September 7, 1813, Thomas Lincoln filed his answer, and what is now known as a counterclaim, against Richard Mather seeking performance on the agreement, and, a crossclaim against Isaac Bush for the money Lincoln paid, averring that he had actually offered to pay Richard Mather the balance of the debt due him from David Vance and that Mather improperly refused. He asked that the court order Richard Mather to convey to him the property, or, alternatively, for his money to be returned to him from Isaac Bush. The answer reads:

1813 Sept 7th.

Sworn to and filed in the usual form.

The Separate answer of Thomas Lincoln to a bill in chancery exhibited by Richard Mather against him David Vance and Isaac Bush. This deft, saying and reserving to himself all manner of exceptions to the many improper statements contained in pltf. bill for answer thereunto or so

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<sup>45</sup> *Id.*

<sup>46</sup> Civil Order Book D, 1811-1814, Hardin Circuit Court, Roll 989539, KDLA (See Appendix H). The cases are styled: *Benjamin Helm v. David Vance* (1813); *Jacob Linder v. David Vance* (1813); *James Crutcher v. David Vance* (1813) and *Edward Thompson v. David Vance* (1813).

<sup>47</sup> Civil Order Book D, 1811-1814, *Richard Mather v. David Vance, et al.*, Hardin Circuit Court, Entry, September 2, 1813, Roll 989539, KDLA (See Appendix H).

<sup>48</sup> *Lincoln's Parentage & Childhood*, pp. 113, 117- 119, n.19; Civil Order Book D, 1811-1814, *Richard Mather v. David Vance, et al.*, Hardin Circuit Court, 1813-1816, Roll 989539, KDLA (See Appendix H).

much as he is advised as is material for him to answer, answereth thereunto and saith that true it is that the deft. purchased the land mentioned in pltf. bill, of Isaac Bush one of the defts. and that said Bush purchased said land of Vance that he was fully informed when he purchased as aforesaid that the pltf. had a lien on the land as stated in his bond or article of agreement. The respondent also states that he was informed by Bush when he purchased that a small balance was due, but he is informed and believes that a part of the note exhibited with the pltf. bill has long since been paid off by Vance. **The respondent also states that he proposed to the pltf. to pay off what was due him and the pltf. to make a deed to the land agreeable to the tenor of his obligation. The pltf. agreed to receive payment for what was due from Vance and the respondents was even willing to make payment to the full amount of complainants demand not knowing then that any part had been paid off. This respondent also states that after he had proposed to pay complainant, he went to see Bush to make arrangements that when he saw Bush which was in Elizabethtown he was informed by complainant that suit was brought which was a fact. This respondent feels a willingness to pay what is due,** but thinks the complainant brought suit to recover cash for the amount of his trade note. This respondent conceives that the respondent has no right to maintain his suit as there appears to be an assignment on said note and not reassigned the name to the assignment being ruled out, **he prays the court to decree that the complainant may be compelled to make a deed to the land,** as he is bound by his obligation to do, and if he has a right to maintain his action to receive his pay in good trade to pay the costs occasioned by the suit afsd. and do what to them may seem equitable and right.

his  
THOMAS X LINCOLN.<sup>49</sup>  
mark

Richard Mather replied to the counterclaim of Thomas Lincoln on September 18, 1813, denying that Thomas Lincoln ever offered to pay David Vance's debt. The unsworn reply reads as follows:

1813 Sept. 18th  
Filed attest Sam'l Haycraft.

The complainant for replication to the separate answers of Lincoln and Bush, herein says that the matters and things in said answers so far as they contradict the allegation in complainants bill are not true and that his bill is true.

GAITHER P.C.<sup>50</sup>

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<sup>49</sup> *Id.*

<sup>50</sup> *Id.*

Isaac Bush then filed an answer, counterclaim, and crossclaim corroborating the fact that Thomas Lincoln had, in fact, offered to pay the balance of the actual debt of David Vance, but that Mather, instead, filed suit. The document reads as follows:

1813 Sept. 18th.  
Sworn to in the usual form Ben Helm.

The separate answer of Isaac Bush in a bill of complaint exhibited against him Thomas Lincoln and David Vance by Richard Mather, this deft. saving and etc. for answer to said bill saith that he purchased the land mentioned in pltfs. bill having a perfect knowledge of the lien on said land at the time of purchase as set forth in the article exhibited with said bill, but says positively that he had no knowledge when he purchased that a part of the purchase money was due. **He also states that Lincoln as he is informed and believes proposed paying the complainant his demand against Vance to the amount of his note. He further says that after Lincoln had proposed to pltf. to pay pltf. and pltf. agreed to receive the amount of his demand Lincoln came to the respondent for the purpose of making arrangements for paying the note and lifting the same.** In the meantime suit was brought. This deft. also states that Vance is worth more at this time than he was at any time he lived in Kentucky, that he now lives in the Mississippi Territory, the respondent thinks and upon good grounds that the complainant brought suit for the purpose of turning his property debt into case, as he could get his demand in trade. He further states that he is informed and believes that a part of said note is paid off but to what amount he is not informed. He prays this honorable court to dismiss complainants bill with costs, that he may be compelled to take what is due him in trade that he be decreed to make a deed to the land to Thomas Lincoln this respondent having sold the land to said Lincoln, and do further whatever to them may seem equitable and right, respondent will ever pray.

ISAAC BUSH<sup>51</sup>

Lincoln then tendered an amended answer, asserting that he had actually offered Richard Mather the money to pay for the balance of David Vance's debt, and for Richard Mather to answer under oath that such was not true. He further – and properly – claimed that Richard Mather never actually made a demand of Vance to pay the balance due on the note for "trade goods." Lincoln asked the Court, again, to order Mather to convey to him the property. The amended answer, filed on September 5, 1814, reads as follows:

1814 Sept. 5th.  
Sworn in the usual form before me Sam Haycraft.

The amended answer of Thomas Lincoln to his former answer in a suit against him and Isaac Bush and David Vance by Richard Mather. This respondent does not admit the note exhibited in said Mathers bill was given in part consideration of said land in his former answer therefore calls on him to answer on oath that if this respondent did not offer to pay him the amount of his demand against Vance for the land. Your

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<sup>51</sup> *Id.*

respondent states that no demand was made of the property debt for the dues against Vance. He also prays a decree over against Bush and Vance if a decree should be given in behalf of Mather.

his  
THOMAS X LINCOLN.<sup>52</sup>  
mark

The Hardin Circuit Court ordered Lincoln's tendered amended answer filed on January 22, 1816, with the following entry:

*Indorsement:*

1816 Jan. 22 filed in court without prejudice to the cause.

Attest BEN HELM Clk.<sup>53</sup>

Judge Alfred Metcalf finally entered the order and judgment of the Hardin Circuit Court on September 12, 1816 in the case. It read:

1816 Sept. 12th.  
Rendered and entered on record.

Richard Mather vs. David Vance Isaac Bush and Thomas Lincoln

This day came the complainant by his attorney and the court being now sufficiently advised of and concerning the premises do order and decree that the complainant do recover of defendant Vance the sum of \$61.50 with interest from this day till pay and costs and that unless said Vance or the other defts. or either of them do pay to the complainant within ten days the sum of \$61.50 with interest and costs, of this suit the land mentioned in complainants bill, or so much thereof as will be sufficient to satisfy the \$61.50 interest and costs, be sold on the premises to the highest bidder for ready money the commissioner having given ten days notice of the time and plan of the sale at the most public place, in the neighborhood of the land and also at the court house in Elizabethtown, and that the money arising from sd. Sale be paid by sd. commission to sd. complainant to satisfy his \$61.50 interest and cost and that Benj. Wright be appointed commissioner to sell the land and make this report herein to the next January term of this court. It is further ordered that Lincoln recover of Bush the purchase money with interest from the day of payment and his costs in his behalf in this suit expended and that the contract between Bush and Vance be rescinded and set aside. It is further ordered and decreed that Mather make a general warantee deed to the purchaser, and that he also make a general warantee deed for so much of the land as remains unsold, to the defendant Vance and this

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<sup>52</sup> *Id.*

<sup>53</sup> *Id.*; Civil Order Book E, 1814-1816, *Richard Mather v. David Vance, et al.*, Hardin Circuit Court, Entry, January 22, 1816, Roll 989539, KDLA (See Appendix I).

case be continued for further proceedings until the next term of this court.<sup>54</sup>

Thomas Lincoln, obviously, was unable to come up with the money necessary to satisfy the Court's judgment. He thus lost the Sinking Spring farm to a forced sale, but he did obtain a judgment, with interest, against Isaac Bush for the money he had paid. The Special Commissioner, on December 19, 1816, acknowledged the sale of Sinking Spring by the following entry:

In pursuant of a decree of the Hardin Circuit Court made at their September term 1816 in the suit of Richard Mather against David Vance and others, after having advertised according to the directions of the decree I have exposed to sale on the premises 300 acres of land mentioned in the decree for the highest bidder for ready money amounting to \$87.74 and John Welsh became the purchaser of the whole and paid the money. Given under my hand this 19th. of December 1816.

BENJ. WRIGHT COMMISSIONER.<sup>55</sup>

Thus, the birthplace of the sixteenth President of the United States, Abraham Lincoln, was sold "on the courthouse steps" for eighty-seven dollars and seventy-four cents (\$87.74).

### **VIII. THOMAS LINCOLN'S KNOB CREEK FARM**

But Thomas Lincoln had left the Sinking Spring farm back in 1811.<sup>56</sup> Unable to return to Mill Creek and eager to keep the Sinking Spring farm, Lincoln determined to move to an available location nearby. A George Lindsey owned two hundred thirty (230) acres along Knob Creek at the foot of Muldraugh's Hill, about nine (9) miles northeast of the Sinking Spring farm and seven (7) miles north of Hodgen's Mill. The closest town to Knob Creek was actually New Haven in Nelson County, Kentucky. Lindsey had left Hardin County and moved to Breckinridge County, Kentucky, and thus was not living on his land. He apparently agreed to allow Thomas Lincoln and his little family to reside there. It is also possible Lincoln moved there believing it was abandoned. Whether Lincoln actually paid Lindsey to lease the property between 1811 and 1814 is unclear, for it was not until 1815 that Thomas Lincoln actually appears on the Hardin County tax assessment records as possessing thirty (30) acres of land along Knob Creek patented by George Lindsey.

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<sup>54</sup> *Lincoln's Parentage & Childhood*, pp. 113, 117-119, n.19; Civil Order Book E, 1814-1816, *Richard Mather v. David Vance, et al.*, Hardin Circuit Court, Entry, September, 1816, Roll 989539 (See Appendix E).

<sup>55</sup> *Lincoln's Parentage & Childhood*, pp. 323-327; Civil Order Book E, 1814-1816, *Richard Mather v. David Vance, et al.*, Hardin Circuit Court, Entry, December 19, 1816, Roll 989539, KDLA (See Appendix H).

<sup>56</sup> Thomas Lincoln reported a stray horse near his Knob Creek farm on May 11, 1811. A notice appears among the Certificates of Strays, Hardin County Court, 1797 to 1821, No. 426, May 11, 1811, A55/P6, Box 1, KDLA (See Appendix P). That represents the first documentary proof Lincoln had moved to Knob Creek as early as 1811.

**What is clear is that Thomas Lincoln did not purchase any land along Knob Creek. Rather he leased only thirty (30) acres of George Lindsey's tract, not the full two hundred thirty (230) acres as some biographers of Lincoln have asserted. What Lincoln leased was the best bottomland of the tract.<sup>57</sup>**

Thomas Lincoln and Nancy Hanks and their two (2) children, Sarah and Abraham, were still among people they knew in the Knob Creek area. The Lafollettes, the Brownfields, the Minguses, the Dyes, the Ashes, and the Redmons lived nearby. The most significant landowners in the Knob Creek area were William Brownfield and George Redmon. Redmon's properties actually adjoined those of George Lindsey on which the Lincolns lived.<sup>58</sup>

The Knob Creek farm was located along the west side of the turnpike connecting Nashville, Tennessee, and Louisville, Kentucky. In the Knob Creek region, the road was known by many names, but the most common name seems to be the Bardstown and Green River Turnpike. Most likely, the little one-room log cabin occupied by the Lincolns faced the turnpike. Just north of the cabin flowed Knob Creek; the acreage that Lincoln leased was all bottomland. It was relatively good soil for that part of Hardin County, but there was not much of it. Behind (west) and to the east and south of the cabin loomed Muldraugh's Hill, the massive limestone escarpment that extends across Kentucky from West Point, on the Ohio River, to the Tennessee border. That escarpment made farming along Knob Creek very difficult. Rains would quickly swell the creeks, flooding the bottomlands. Early spring rains would wash out any plantings. Thomas Lincoln would not have leased the hillsides and gorges; they were of no use to him. The area, further, was very remote. To return to Hodgen's Mill, about seven (7) miles south, required ascending the steep and winding turnpike up Muldraugh's Hill. Elizabethtown, the county seat, was nineteen (19) difficult miles away.

Thus, the Knob Creek farm was considerably less desirable than the Sinking Spring farm. Less of it was useful. Thomas Lincoln did not leave the Sinking Spring farm in order to settle better land at Knob Creek; rather, he went to Knob Creek because it was available for him to occupy while he attempted to obtain title to the Sinking Spring farm.

The most notable aspect of the Knob Creek farm is that Abraham Lincoln actually remembered his days there as a youth, and it remains today much as he would have remembered it. The viewsheds have been little altered from those his eyes would have seen. Lincoln's first memories were of the Knob Creek farm. "The place Knob Creek," wrote Abraham Lincoln in 1860, "I remember well – but I was not born there . . . I was

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<sup>57</sup> Tax assessment records, Hardin County, Kentucky, 1805, 1806, 1807, 1808, 1809, 1815, Roll 008013, KDLA (See Appendix C). All of the tax assessment records for Hardin County from 1805 to 1815 reveal that George Lindsey owned the two hundred thirty (230) acre tract along Knob Creek. Thomas Lincoln clearly was taxed on only thirty (30) acres in 1815. See Section XI herein for a discussion of how this tax listing has previously been interpreted.

<sup>58</sup> Tax assessment records, Hardin County, Kentucky, 1811 to 1816, Roll 008013, KDLA (See Appendix C). The name "Redmon" appears in the Hardin County tax assessment records and Hardin Circuit Court records as "Redman," and sometimes "Redmond." They are the same family.

born in Nolin, nearer to Hodgenville than the Knob Creek place is. My earliest recollection, however, is of the Knob Creek place."<sup>59</sup>

In fact, among Lincoln's earliest recollections are flash floods on Knob Creek. He recalled playing near the creek with a young friend and neighbor, named Austin Gallaher. The waters were rising fast from heavy rains and Lincoln fell in. Gallaher, moving quickly, grabbed Lincoln from the rushing waters and saved his life.<sup>60</sup> One time while entertaining a Dr. J. J. Wright of Emporia, Kansas, and others at the White House, President Lincoln remarked about his youth at Knob Creek. "I remember the old home very well," he said to the visitors. "Our farm was composed of three fields, which lay in a valley surrounded by high hills and deep gorges. Sometimes when there came a big rain in the hills the water would come down the gorges and spread over the farm. The last thing I remember doing there was one Saturday afternoon; the other boys planted the corn in what we called the 'big field' – it contained seven acres – and I dropped the pumpkin seed. I dropped two seeds every other hill and every other row. The next Sunday morning there came a big rain in the hills; it did not rain a drop in the valley, but the water, coming down through the gorges, washed ground, corn, and pumpkin seeds and all clear off the field."<sup>61</sup>

Abraham Lincoln and his sister Sarah attended their first school while living along Knob Creek. In Lincoln's words, they "were sent for short periods to A. B. C. schools, the first kept by Zachariah Riney and the second by Caleb Hazel."<sup>62</sup> The little school house was about two (2) miles north of the Lincoln cabin along the west side of the Bardstown and Green River Turnpike. It was said that the log schoolhouse, long ago replaced by a white frame house, was about fifteen (15) feet square with a fireplace on one side. School teacher Caleb Hazel appears on the tax assessment records of Hardin County, Kentucky, and was a neighbor of the Lincolns. Zachariah Riney has been described as "a gentleman" with some cultivation. He was a Roman Catholic, a fact not surprising as his school was located not too far from New Haven, Nelson County, Kentucky, a town settled by unusually large numbers of persons of that faith.<sup>63</sup>

## **IX. THOMAS LINCOLN'S LIFE AT KNOB CREEK**

While the Lincolns lived at Knob Creek, Thomas Lincoln remained an active citizen of Hardin County. He and Nancy were members of the Baptist Church, although there is no

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<sup>59</sup> Abraham Lincoln to Samuel Haycraft, June 4, 1860, vol. IV, pp. 69-70. Samuel Haycraft served as the Deputy Hardin County Court Clerk and Hardin County Court Clerk. His name appears on many of the deeds copied herein. Haycraft had invited Lincoln to visit the county of his birth by letter dated May 31, 1860.

<sup>60</sup> *Herndon's Lincoln*, vol. 1, p. 18; The story was corroborated in Gore, J. Rogers, *The Boyhood of Abraham Lincoln: From the Spoken Narratives of Austin Gallaher* (Louisville, 1921), pp. 58-63.

<sup>61</sup> *In the Footsteps of the Lincolns*, p. 105.

<sup>62</sup> Autobiography [of Abraham Lincoln] written for John L. Scripps, June, 1860, *Collected Works*, vol. IV, pp. 60-67.

<sup>63</sup> Tax assessment Records, Hardin County, Kentucky, 1811 to 1816, Roll 008013, KDLA; *In the Footsteps of the Lincolns*, pp. 105-107.

real evidence of what church they attended. He frequently traveled to Elizabethtown and took a responsible role in the community. He was clearly a respected person. On May 11, 1811, Lincoln had recorded in the Hardin County Court Certificates of Strays the following entry: "Taken up by Thomas Lincoln in Hardin County on Knob Creek, on the road leading from Bardstown to Nolin a gray mare, eight years old . . . appraised at twenty dollars."<sup>64</sup> The entry is important. It illustrates that he, in fact, was living in the Knob Creek area as early as May 1811. The gray mare was obviously spotted by Thomas Lincoln in the turnpike in front of his cabin. He then journeyed a great distance to record it being lost, a notable act of honesty. Lincoln served on a jury in the civil case of *John Handley v. Charles Stewart* in the Hardin Circuit Court in Elizabethtown on September 2, 1811. He served as a juror again on June 11 and 12, 1812, in the civil case of *Joseph Kirkpatrick v. William Cessna* in the Hardin Circuit Court.<sup>65</sup>

Aside from defending himself in the *Mather* suit in Elizabethtown, Thomas Lincoln, on September 7, 1813, appeared in the Hardin Circuit, two (2) cases after his own case had been called, to respond as "special bail" in a case brought against a neighbor, Cosbie Scott, for failure to pay debts. Lincoln, as required by the court, brought Scott before the bench after he had failed to make the required payments, and Scott was jailed.<sup>66</sup>

Lincoln was appointed, along with Isom Enlow, Josiah Lafollete, and Daniel Vittetow, to appraise the "personal estate and slaves if any of Jonathan Joseph, deceased," on May 9, 1814, by the Hardin County Court.<sup>67</sup> Lincoln's feelings about the institution of slavery clearly did not prevent him from serving as an appraiser of slaves. Then, on June 18 of that year, Lincoln returned to Elizabethtown to attend the sale of the estate of Jonathan Joseph, and there he purchased a curry comb for sixty-three cents (\$.63) and the highest-priced calf in the sale for nine dollars, forty-two and one-half cents (\$9.42½). Some of Lincoln's neighbors were at the sale. Thomas Gallaher purchased two (2) bridles and Isaac Lafollete purchased a wedge.<sup>68</sup>

Again, on July 19, 1814, Lincoln returned to Elizabethtown to attend the sale of the estate of Thomas Hill, deceased. He purchased a "truck wagon" from the estate for eight and one-third cents (\$.08 1/3). The wagon probably had unsound wheels as Lincoln was never taxed for it. At that same sale, Lincoln saw some of his neighbors. Caleb Hazel, the schoolteacher, purchased a saddle and two (2) horseshoes, and Cosbie Scott, the one for whom Lincoln had served as "special bail" in the Hardin Circuit

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<sup>64</sup> Certificates of Strays, Hardin County Court, 1797 to 1821, No. 426, May 11, 1811, A55/P6, Box 1, KDLA (See Appendix P).

<sup>65</sup> *Lincoln Day-by-Day*, vol. I, p. 4.

<sup>66</sup> Civil Order Book D, 1811 to 1814, *LaRue v. Cosbie Scott*, Hardin Circuit Court, Roll 989539, KDLA (See Appendix J).

<sup>67</sup> *Lincoln Day-by-Day*, vol. I, p. 5, citing Order Book C, Hardin County Court, p. 144, May 9, 1814, Hardin County Court Clerk's office.

<sup>68</sup> Will Book B, page 163, Hardin County Court Clerk's Office, Roll 390773, KDLA (See Appendix F).

Court the year before, purchased Thomas Hill's surveying equipment and a bridle with blinders.<sup>69</sup>

For Thomas Lincoln and his wife, Nancy, though, life on Knob Creek seems to have been tinged with sadness. Even while moving there, Thomas was attempting to acquire a deed to the Sinking Spring farm. As late as the summer of 1813, Lincoln offered Richard Mather the money necessary to pay the balance of David Vance's debt even though he had to "make arrangements" to do so. On September 1, 1813, Richard Mather filed suit against David Vance, Isaac Bush, and Thomas Lincoln. Lincoln hired counsel, entered his appearance, and sought recovery of the land. That effort had to have strained Lincoln's meager resources to the breaking point.<sup>70</sup>

The next year 1814 Thomas Lincoln and Nancy sold whatever interest they held (Nancy Hanks possessed a dower interest, which she waived) in only two hundred (200) acres of the two hundred thirty-eight (238) acre Mill Creek property. The sale was to a Charles Melton on October 2, 1814, for one hundred pounds (£100). The transaction provided some desperately needed money for the Lincolns, but it was subject to forfeiture if other claimants prevailed.<sup>71</sup>

When the Lincolns moved to Knob Creek, Nancy was pregnant for the third time. A son was born to the Lincolns, whom they named Thomas. Within days little Thomas died. As Thomas Lincoln did not own his Knob Creek farm, he could not bury the child there. His neighbor, George Redmon, however, had a small family cemetery on his acreage east of the Bardstown and Green River Turnpike, on the brow of Muldraugh's Hill, about seventy-five (75) yards from the Redmon cabin. A wooden coffin was made by Thomas Lincoln, and it, with the last earthly remains of the infant Thomas, was carried up the high limestone escarpment on Thomas's shoulders and buried in the Redmon cemetery. Thomas Lincoln carved the initials "T.L." in a triangular piece of limestone which he placed at the head of the grave.<sup>72</sup>

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<sup>69</sup> Will Book C, page 254, Hardin County Court Clerk's office, Roll 390773, KDLA (See Appendix G).

<sup>70</sup> *Lincoln's Parentage & Childhood*, pp. 120-121, n.24. Warren cites the records in Equity Bundle No. 24, Hardin Circuit Court. The original documents disappeared long ago, but all of the pleadings and motions are copied verbatim in Warren's text. See also: Civil Order Book F, 1817-1819, and Civil Order Book G, 1819-1820, *Thomas Stout, et al. v. Richard Roe, a/k/a Thomas Lincoln and George Lindsey and Isaac Lafollett, William Brownfield, Clark Tucker, Peter Mingus, Job Dye, William Ash, George Redmon and Ignatius Strange*, Hardin Circuit Court, Roll 989540, KDLA (See Appendix K) and *Stout, et al. v. Roe, etc., et al.*, Hardin Circuit Court and Nelson Circuit Court (See Appendix K).

<sup>71</sup> Deed Book E, page 193, Hardin County Court Clerk's Office, Roll 388593, KDLA (See Appendix N).

<sup>72</sup> *Collected Works*, vol. IV, pp. 60-67; McMurtry, R. Gerald, "Rediscovering the Supposed Grave of Lincoln's Brother," 48 *Lincoln Herald*, 1, 12-18. It is not known when Thomas was born or when he died. Historians agree only that it was sometime between 1811 and 1814. All that remains in evidence is an account for one dollar and forty-six cents (\$1.46) for services to Thomas Lincoln from a Dr. Daniel B. Potter of Hardin County, Kentucky, in the doctor's account books for the years 1811 to 1814. It is believed the bill was for services rendered on behalf of the infant Thomas. The gravestone remains in private hands and has been displayed at the Nancy Hanks Lincoln Inn, Hodgenville, Kentucky. It was discovered by foreman James Taylor, W.P.A., in the

## **X. THOMAS LINCOLN FACES A SUIT FOR EJECTMENT FROM THE KNOB CREEK FARM**

If the *Mather* suit, the loss of the Sinking Spring farm, and the death of the infant Thomas were not enough, the year 1815 ended with another blow to the Lincolns. On December 27, 1815, Thomas Lincoln was provided with a notice of ejectment, requiring him to appear as a defendant in a suit to claim the title to the Knob Creek farm or be turned out of possession. The heirs of a Thomas Middleton of Philadelphia, Pennsylvania – named Thomas Stout, Hannah Middleton Rhodes, and Abraham Sheridan – brought the suit in ejectment against Lincoln, his landlord, and nine (9) of Lincoln's neighbors – Jesse LaFollett, Isaac LaFollett, William Brownfield, Clark Tucker, Peter Mingus, Job Dye, George Redmon, William Ash, and Ignatius Strange.<sup>73</sup>

The suit against Thomas Lincoln and George Lindsey was formally filed on February 12, 1816, in Hardin Circuit Court (though later the case, after Lincoln and Lindsey were dismissed, was transferred to Nelson Circuit Court), and related to a tract of land described as follows:

a certain tract or parcel of land lying and being in the Circuit aforesaid:  
containing 10,000 acres, with the appurtenances... patented in the name  
of said Thomas Middleton lying on the South side of the Rolling fork . . .<sup>74</sup>

Styled *Stout, Sheridan and Rhodes vs. Lincoln and Lindsey*, the suit involved surveying the entire ten thousand (10,000) acres of land claimed by Middleton and the taking of depositions of at least four (4) individuals in Philadelphia, before it was finally decided by a jury of the Hardin Circuit Court on June 9, 1818.<sup>75</sup> The jury found in favor of Thomas Lincoln and George Lindsey, dismissing the suit and awarding them their costs expended.<sup>76</sup>

Among the documents which, at one time, existed in the records of the Hardin Circuit Court was the bill of complaint, which read:

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fall of 1933. Buried in the Redmon cemetery is George Redmon, Thomas Lincoln's neighbor, and Redmon's family. The little graveyard is being fenced by the Hodgenville Rotary Club, according to member and historian, James LaRue.

<sup>73</sup> *Lincoln's Parentage & Childhood*, pp. 120-121, n.24; Civil Order Book F, 1817-1819, and Civil Order Book G, 1819-1820, *Thomas Stout, et al. v. Thomas Lincoln and George Lindsey, et al.*, Hardin Circuit Court, Roll 989540, KDLA (See Appendix K).

<sup>74</sup> *Id.*

<sup>75</sup> Deeds in Hardin County, for lands lying in what later became known as LaRue County, referred for years afterward – as late as 1866 – to "Middleton's ten thousand (10,000) acre survey" in describing certain lands.

<sup>76</sup> *Id.*

Exhibit #1.

John Doe complains of Richard Roe in custody of a plea of trespass and ejectment for on the first day of Jan. 1815 at the circuit aforesaid Thomas Stout heir at law of Frances Stout who was one of the heirs of Thomas Middleton deceased, did demise lease and to let unto the said John Doe a certain tract or parcel of land lying and being in the circuit aforesaid containing 10,000 acres with the appurtenances: and patented in the name of the said Thomas Middleton lying on the south side of the Rolling Fork to have and to hold ... **Mr. Thomas Lincoln, Tenant in possession.**

You will perceive by the foregoing declaration in ejectment that I am sued for the premises mentioned or some part thereof in your possession to which I have no claim or title. If therefore you have any thereto and intend to defend it you must appear at the courthouse in Elizabethtown on the first day of our next March Term of Hardin Circuit Court and make your defense otherwise I shall suffer judgment to pass against me by default and you will be turned out of possession.

Your loving friend, RICHARD ROE

15th Sept. 1815.

*Indorsements:*

1815, Dec. 27, Executed on the within named **Thomas Lincoln tenant in possession of the premises**, by delivering him a copy of the within declaration of ejectment and the notice thereunder written, and at the same time explaining to him it was a suit for the land on which he lived.

ROBT. McCLURE, Dp. for A. Coombs S.H.C.<sup>77</sup>

Among the docket entries listed in the lawsuit were the following:

1816, Feb. 12 Filed. Attest SAM HAYCRAFT

1816, March, Leave to take depositions if security be given during the present term and continued.

1816, June, Thomas Lincoln and George Lindsey made defendants.  
Dismissed for plaintiff to take depositions  
Ordered survey for plaintiff. Continued.

1816, Sept. Continued at pltf's. cost and survey ordered.

1817, March, Ordered survey and continued.

1817, June, Ordered survey for pltf. and continued.

1817, Sept. Dismissed for pltf's. and defts. to take depositions.  
Continued

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<sup>77</sup> *Id.*

1818, March, Orders for pltfs. and defts. to take depositions of John Thomas etc. Continued.

1818, June, Jury Verdict for the defts.

ROBERT BELL, FOREMAN<sup>78</sup>

Exhibit #2. Stout vs Lincoln – Notice

**Mr. William Brownfield, Thomas Lincoln, Isaac La Follett, Jess La Follett, Clark Tucker, Peter Miges, Job Dye, William Ash, George Redmond, Ignatius Strange,** take notice that on the third and fourth Mondays of August next we shall at the home of Abraham Sheridan in the city of Philadelphia, Penn. to take the depositions of Thos. Sheilds, William Troutwine, Conrod Hanse, George Ingles and others . . .

June 14, 1816

We are yours  
ABRAHAM SHERIDAN  
THOS. STOUT  
HANNAH RHODES<sup>79</sup>

After the jury verdict on June 9, 1818, a Bill of Exceptions was filed by the Plaintiffs and read as follows:

Sheridan vs Lindsey and Lincoln, Bill of Exceptions.

Upon the trial of this case it appears that **Thomas Lincoln was the tenant in possession** upon whom the declaration in ejectment was levied, and who was admitted and now is a deft. in this action. It appears that George Lindsey was also admitted a deft. in this action. It appears that George Lindsey was also admitted a deft. with the said Lincoln after the pltf. had read the patent marked A to Thomas Middleton made part thereof in this offense.... The legal notice of time, place of taking the depositions afsd. had been served on the deft. Thomas Lincoln, no service upon the deft. **Lindsey It appeared he was then in the County of Breckenridge and his counsel stated was the land lord of Lincoln and employed them to defend the suit.** The defts. counsel objected to the reading of the said dep. as witness against either or both defts. The pltf. **contended as to the deft. Lincoln the tenant in the actual possession** the dep. could be read if not against the other defts. The court excludes the dep. afsd. to which the pltfs. accept it. It prays the above was all the witness offered on either side.

N. B. The service of notice was after Lincoln was made a co-deft. **It appears that Lincoln had moved off the place in the fall of 1816 after the depositions were taken.**

ALFRED METCALF [Seal]<sup>80</sup>

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<sup>78</sup> *Id.*

<sup>79</sup> *Id.*

Here is conclusive proof that Thomas Lincoln did not own the Knob Creek farm. Rather, it was owned by George Lindsey.

## **XI. THOMAS LINCOLN NEVER OWNED THE KNOB CREEK FARM**

A careful examination of the records of tax assessment in Hardin County, Kentucky reveals that George Lindsey owned two hundred thirty (230) acres along Knob Creek as early as 1802. Tax assessment records for 1804 reveal George Lindsey owning that same land. Such is also true in the tax assessment records in 1805, 1806, 1807, 1808, and 1809. Unlike many landholders in the Knob Creek area, Lindsey owned the title to the two hundred thirty (230) acres, and the land had been patented in his name. As George Lindsey had moved to Breckinridge County after 1809, the tax assessment records for 1811 to 1814 fail to list him and his landholdings at all, even though his lands had never been conveyed.<sup>81</sup> As noted below, Lindsey would eventually sell them in 1821, clearly indicating his title to them.

Thomas Lincoln owned no land along Knob Creek. Rather, he settled on George Lindsey's land. The tax assessment records reveal him paying taxes on only thirty (30) acres in 1815.<sup>82</sup> The Rev. Louis A. Warren and others have claimed that the listing in the tax records was a misstatement; that it should have read "230 acres."<sup>83</sup> Yet, when the lawsuit in ejectment was filed by the heirs of Thomas Middleton of Philadelphia against Thomas Lincoln and nine (9) of his neighbors, George Lindsey was named along with Lincoln. Lindsey, at the time, was living in Breckinridge County, Kentucky.

The notice of ejectment, filed by the Plaintiffs on September 15, 1815, against Thomas Lincoln and George Lindsey lists Lincoln as "the tenant in possession." Lindsey remained the owner of title. The Bill of Exceptions filed by the Plaintiffs after the June 9, 1818 jury verdict in favor of Thomas Lincoln and George Lindsey lists Lincoln as being "the tenant in actual possession," and that "[Lindsey's] counsel stated that [Lindsey] was the landlord of Lincoln and [Lindsey] employed [counsel] to defend the suit." Thus, Thomas Lincoln was only a tenant in possession of thirty (30) of George Lindsey's two hundred thirty (230) acres of land on Knob Creek. His own counsel stated that fact. In fact, Lincoln, as a tenant, was not even in a position to hire counsel. Lindsey hired and paid for counsel to defend his title to the land in the ejectment suit.<sup>84</sup>

Another key fact underscoring Lindsey's title to the acreage is its subsequent conveyance. George Lindsey, on October 25, 1821, conveyed the two hundred thirty

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<sup>80</sup> *Id.*

<sup>81</sup> Tax assessment records, Hardin County, Kentucky, 1802, 1804, 1806, 1807, 1808 and 1809, Roll 008013, KDLA (See Appendix C).

<sup>82</sup> Tax assessment records, Hardin County, Kentucky, 1815, Roll 008013, KDLA (See Appendix A).

<sup>83</sup> *Lincoln's Parentage & Childhood*, pp. 115-116.

<sup>84</sup> *Lincoln's Parentage & Childhood*, pp. 120-121, n.24; Civil Order Book F, 1817-1819, and Civil Order Book G, 1819-1820, *Thomas Stout, et al. v. Thomas Lincoln and George Lindsey, et al.*, Hardin Circuit Court, Roll 989540, KOLA (See Appendix K).

(230) acre tract to a John Price, taking a note from Price for the purchase money of one hundred twenty-five dollars (\$125). That note was then assigned to William Bush by Lindsey for seventy-five dollars (\$75). Lindsey, curiously, assigned the note again to John and Samuel McClarty. Both Bush and the McClartys, as one might guess, ultimately sued Lindsey and Price on the assigned notes in the Hardin Circuit Court. After the lengthy proceedings, the court ordered the property sold and William Bush was the high bidder at the forced sale. Thus, on June 12, 1831, George Lindsey conveyed to William Bush the two hundred thirty (230) acre Knob Creek farm. The June 12, 1831 deed from George Lindsey to William Bush contains the following property description.

Now this indenture witnesseth that the said George Lindsey for and in consideration of the premises aforesaid hath granted, bargained, and sold by these presents doth grant, bargain, sell and convey to said William Bush said tract of land containing two hundred and thirty acres situate and lying and being in the County of Hardin on the waters of Knob Creek and bounded as follows:

Beginning at Hazle's corner by one hundred acre survey a white oak and beech thence North 29 degrees West fifty-five poles to a poplar and white oak on the East side of a branch thence North 58 poles to a white oak thence South 76 degrees West 115 poles to a hickory and white oak thence South 117 poles to a black oak and dogwood thence South 31 degrees East 200 poles to two sugar trees on the south side of one of the branches of Knob Creek thence South 46 degrees East 58 poles to a walnut and two sugar trees at the foot of a hill crossing a branch of Knob Creek at thirty poles, thence North 19 degrees East 110 poles to Hazle's line thence with his line North 49 degrees West 48 poles to the Beginning, with all and singular appurtenances thereunto belonging in any wise appurtenanting.<sup>85</sup>

Clearly, Thomas Lincoln was only a "tenant in possession." George Lindsey was his landlord. Thomas Lincoln lived along Knob Creek on land held by another like many of his neighbors. When the land was ultimately sold, only George Lindsey, then living even father[sic] west in Meade County, Kentucky, was capable of transferring title, and he did.<sup>86</sup>

## **XII. THOMAS LINCOLN MOVES TO INDIANA**

The year 1816 appeared promising for Thomas Lincoln. He was appointed "surveyor of that part of the road, leading from Nolin to Bardstown, which lies between Bigg Hill and the Rolling Fork" on May 18, 1816.<sup>87</sup> That part of the old Bardstown and Green River Turnpike which ran in front of the Knob Creek cabin of Lincoln's was formerly surveyed by George Redmon. Although the appointment was testimony to Thomas Lincoln's

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<sup>85</sup> Deed Book M, page 188, Hardin County Court Clerk's office, Roll 388596, KDLA (See Appendix O).

<sup>86</sup> *Id.*

<sup>87</sup> *Lincoln Day-by-Day*, vol. I, p. 6, citing Order Book C, 311, Hardin County Court, Hardin County Court Clerk's office.

standing among his fellow land owners in the area, it was not enough to keep him in Kentucky.

When the Hardin Circuit Court entered its judgment in *Mather v. Vance, et al.* on September 12, 1816, Thomas Lincoln lost his chance to reclaim the old Sinking Spring farm. The Knob Creek farm was not sizeable enough or good enough land for Lincoln to ever believe he could prosper there. As shown above, he did not own it. His future was very uncertain in Hardin County, Kentucky. He may have attended the public sale of the Sinking Spring farm in December, 1816, but there is no evidence of it. He likely did not have the money to purchase it.

Thus, on the heels of the judgment and sale of the Sinking Spring farm, Thomas Lincoln and his wife, Nancy Hanks, and their two (2) children, Sarah and young Abraham, and three (3) horses and one (1) mule, left Kentucky and moved to Perry (now Spencer) County, Indiana, in December 1816, where government lands, systematically surveyed, were being offered to settlers.<sup>88</sup> Thomas Lincoln had lived in Kentucky for thirty-four (34) years. It is abundantly clear that Thomas Lincoln's primary reasons for leaving Kentucky was not an aversion to slavery, as has often been alleged. Rather, he lost the land he had wanted and was sued over the land he occupied. It was too much for him. When the judgment was entered in the *Mather* suit, Lincoln determined to leave.<sup>89</sup>

In Perry County, Indiana, tragedy struck the Lincoln household again. On October 5, 1818, Nancy Hanks died of the "milk sickness." She was buried in a family graveyard there near the graves of Thomas and Elizabeth Hanks Sparrow who also died of the illness.<sup>90</sup> Young Abraham Lincoln was only nine (9) years old then. Thomas Lincoln then returned to Hardin County, Kentucky and, on December 2, 1819, married the widow, Sarah Bush Johnston, whom he had known from his early years in Elizabethtown. The couple returned to Indiana.<sup>91</sup> After living in Indiana fourteen (14) years, Thomas and his family moved to Illinois in 1830.<sup>92</sup>

### XIII. THOMAS LINCOLN'S NEIGHBORS ALONG KNOB CREEK

Among those named as defendants with Thomas Lincoln and George Lindsey in the 1815 Ejectment suit were **Jessee Lafollet, Isaac Lafollet, William Brownfield, Clark Tucker, Peter Mingus, Job Dye, William Ash, George Redmon and Ignatius Strange**. Most of those individuals were known neighbors of Thomas Lincoln; several,

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<sup>88</sup> Tax assessment records, Hardin County, Kentucky, 1815, Roll 008013, KDLA (See Appendix A).

<sup>89</sup> In an autobiographical statement prepared in 1860 for use in a campaign biography, Abraham Lincoln stated that his father's move to Indiana "was partly on account of slavery; but chiefly on account of the difficulty in land titles in Ky." *Collected Works*, vol. IV, pp. 61-62. Although Lincoln could have had political reasons for referring to slavery as a partial motive, many writers have uncritically asserted that Thomas Lincoln was opposed to slavery.

<sup>90</sup> *Lincoln Day-by-Day*, vol. I, p. 8.

<sup>91</sup> *Id.*

<sup>92</sup> *Id.*, vol. I, p. 12.

like the Lafollets and Redmon, were actually living on adjacent farms. An examination of the tax assessment books from 1803 to 1817 reveals critical information about them. As was true of Thomas Lincoln, most of them owned relatively little real or personal property. Throughout this part of the report and in the accompanying chart, the term "lease" is used to designate the manner of possession of land. Most of the individuals examined probably did, in fact, lease the land they occupied. In some instances, the land may have been acquired under a contract of sale or purchased outright. Given the frequent movement of these landowners from one property to another, probably few of the lands noted were actually purchased. Thus, the term "lease" is used advisedly, serving as a practical and realistic description of land occupation for them.

**Jessee Lafollet** never owned or even leased any real property whatsoever in those years. The tax records reveal that in 1807 – the first year he appears he owned only two (2) horses. That was true also in 1808, 1810, 1811, and 1812. In 1814 and 1815 he owned four (4) horses, and in 1816 he owned five (5) horses. Such is all the taxable property, real or personal, Jessee Lafollet ever possessed.<sup>93</sup> Jessee Lafollet became a known neighbor of Thomas Lincoln along Knob Creek. It is likely he lived with his kinsman, Isaac Lafollet.

**Isaac Lafollet** possessed more taxable property than Jessee. Like Jessee, he became a neighbor of Thomas Lincoln. Having no entries in 1803, he paid taxes on two (2) horses in 1804, but none in 1805. Isaac owned two (2) horses in 1806. In 1807, he leased one hundred (100) acres of land along the Nolin River on which he was taxed, along with one (1) horse. Jessee Lafollet probably joined Isaac that year. In 1808 and 1809 Isaac Lafollet continued his leasehold of 100 acres along the Nolin River, and showed two (2) horses on the tax assessment books. By 1810, however, he had given up on his Nolin River leasehold and paid taxes on only two (2) horses. By 1811, Isaac Lafollet recorded a leasehold of 70 acres along the Nolin River of property owned by a G. Phillips. He paid taxes on only one (1) horse. Although recorded as being along the Nolin River, the property was undoubtedly along Knob Creek. In 1812, 1813, and 1814, he continued farming his leasehold of 70 acres, and added one (1) horse. By 1815, Isaac Lafollet increased his stock of horses to nine (9), remaining on the seventy (70) acres along the Nolin River (Knob Creek). By 1816, he increased his leasehold to one hundred (100) acres, but was taxed on only two (2) horses. The tax assessment records for 1817 show no entries for Isaac Lafollet.<sup>94</sup> Jessee Lafollet was also absent that year, probably indicating that they both had moved.

**William Brownfield** was one of the more prosperous settlers in the Knob Creek area. He first appears in the 1804 tax assessment records owning three (3) horses. He is listed as a "tanner" and remains the only settler in the immediate area bearing any distinctive business title according to the tax records. By 1805, Brownfield leased thirty (30) acres along the Nolin River and owned two (2) horses. That year he reported having the custody of one (1) slave. In 1806, Brownfield leased two hundred sixty (260) acres along the Barren Run from a G. Phillips. This appears to be the same G. Phillips who leased land along Knob Creek to Isaac Lafollet. He reported owning four (4) horses and having the custody of four (4) slaves. Brownfield's leasehold from G. Phillips was

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<sup>93</sup> Tax assessment records, Hardin County, Kentucky, 1803-1817, Roll 008013, KDLA (See Appendix D).

<sup>94</sup> *Id.*

increased to 280 acres in 1807. He reported owning six (6) horses, but apparently disposed of the four (4) slaves. It appears the slaves were leased by Brownfield. As he was taxed for them only one (1) year, the slaves may have been used to help clear the wooded land for farming or for some similar labor-intensive work. In 1808, his leasehold on the Barren Run fell to two hundred sixty (260) acres, and he reported owning seven (7) horses. By 1809 Brownfield leased three hundred (300) acres along the Nolin River from two men named Nolby and Morgan; he owned seven (7) horses. Brownfield continued to farm the three hundred (300) acre Nolin River leasehold in 1810, but sold two (2) of the horses. He moved back to the Barren Run property of G. Phillips in 1811, paying taxes on four (4) horses. Brownfield moved again in 1812, this time to the three hundred (300) acre tract on the Nolin River. That year he reported owning nine (9) horses. In 1813, the tax assessment records reveal Brownfield leasing three hundred (300) acres along the Nolin River from a man named Martin; he owned eight (8) horses. He returned to Mr. G. Phillips's land in 1814, leasing two hundred fifty (250) acres, and owning four (4) horses. In 1815 Brownfield leased four hundred (400) acres along the Rolling Fork from a kinsman, probably E. Brownfield; he owned six (6) horses that year. This land actually appears to have been located along Knob Creek. In 1816, William Brownfield was farming two hundred fifty (250) acres of leased land along the Nolin River with three (3) horses. By 1817, Brownfield had no land under lease and only three (3) horses.<sup>95</sup>

**Clark Tucker** first appears on the tax assessment records in 1815, having three (3) horses. He then vanishes from the rolls altogether.<sup>96</sup> Where he actually lived along Knob Creek is uncertain.

**Peter Mingus** first appears in 1807 when he leased one hundred (100) acres along the Nolin River from an E. Brownfield, probably the same person who leased four hundred (400) acres along the Rolling Fork to William Brownfield in 1815. Mingus paid taxes on four (4) horses that year. In 1808, Mingus's leasehold was reduced to one hundred (100) acres, although he added one (1) horse. Mingus fails to appear on the 1809, 1810, and 1811 tax rolls. He may have left the area searching for better land in Western Kentucky or Indiana or Illinois. He reappears in 1812, leasing one hundred (100) acres along the Nolin River from a G. Phillips, probably the same lessor of William Brownfield in 1806, 1807, 1808, and 1811. Mingus owned seven (7) horses that year. In 1813, Peter Mingus leased one hundred (100) acres along the Nolin River from Peter and Phillip Brownfield, probably kinsmen of William Brownfield. He showed no horses. Absent from the rolls in 1814, Mingus returned in 1815, leasing one hundred fifty (150) acres along the Nolin River and owning six (6) horses. He maintained the same leasehold in 1816 from E. Brownfield. Mingus owned eight (8) horses in 1816. He vanishes from the tax records in 1817.<sup>97</sup>

**Job Dye** first appears on the tax assessment rolls in 1804. He recorded a leasehold of three hundred (300) acres in Ohio County and one (1) horse. In 1805, he continued to show his three hundred (300) acre leasehold in Ohio County, but paid taxes on six (6) horses. In 1806, Dye again reported the same leasehold in Ohio County and six (6)

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<sup>95</sup> *Id.*

<sup>96</sup> *Id.*

<sup>97</sup> *Id.*

horses, but added one (1) slave. By the next year, Dye had disposed of or lost the slave and paid taxes on only one (1) horse along with his Ohio County leasehold. Somewhat more prosperous in 1808, Dye acknowledged his land in Ohio County was leased from a J. Bennett; he paid taxes that year on five (5) horses. In 1809, Dye showed no change in his property. But, by 1810, Dye's records show him owning nothing. In 1811, Dye leased from a J. Johnson one hundred (100) acres along the Nolin River and owned six (6) horses. That land was probably in the Knob Creek area. He increased his Nolin River acreage in 1812 to four hundred (400) acres, owning six (6) horses. There was no change in 1813 except for the addition of one (1) horse. In 1814, Dye leased four hundred (400) acres along the Nolin River from a person named Bowlin. He owned eight (8) horses that year. In 1815, Dye increased his Nolin River leasehold from Mr. Bowlin to six hundred (600) acres. He paid taxes on seven (7) horses. Dye is absent from the tax records in 1816, but reappears in 1817 with four hundred (400) leased acres on the Nolin River and ten (10) horses.<sup>98</sup>

**William Ash** first appears on the tax assessment records in 1804 with three (3) horses. By 1805, he leased one hundred seventy-four (174) acres along the Rolling Fork River and owned four (4) horses. In 1806, Ash leased one hundred forty (140) acres along the Nolin River and was taxed on four (4) horses. He had a son, aged somewhere between 16 and 21 years, in his home. He is the only settler in the immediate area with a son that age. Ash shows no real property under lease in 1807, but owned five (5) horses. By 1808, Ash leased one hundred seventy four (174) acres along Knob Creek. He had one (1) horse and four (4) slaves that year. In 1809, he continued his lease of the one hundred seventy-four (174) acres, although the records show it was located along the Rolling Fork and was leased from a man named Jackson. The land appears to be the same as the Knob Creek land he possessed the previous year. He disposed of his slaves in 1809, but owned four (4) horses. Vanishing from the tax records in 1810, Ash reappeared in 1811 with the one hundred seventy-four (174) acre Rolling Fork (Knob Creek) leasehold and three (3) horses. His leasehold along Rolling Fork (Knob Creek) was reduced to one hundred forty (140) acres in 1812; he then owned four (4) horses. In 1813, Ash maintained his one hundred seventy-four (174) acre leasehold, although it was listed as being along Sulphur Lick. It was probably the same as the Knob Creek land he leased the years before. He owned four (4) horses. There was no change in 1814 or 1815. Ash's property, however, was reduced by one (1) horse in 1816 and by two (2) horses in 1817.<sup>99</sup>

Like the Lafollets, **George Redmon** became a known neighbor of Thomas Lincoln in the Knob Creek area. Redmon seemed to have had kinsmen in the county who held modest positions. One was listed in the tax assessment records as a surveyor. George Redmon first appears in 1803. He is reported paying taxes on two (2) parcels of land, one of two hundred seventy-five (275) acres and another of two thousand, two hundred ninety (2,290) acres. He owned eight (8) horses. Curiously, in 1804, the records show that Redmon was not in possession of any land at all; it does report that he owned two horses. In 1805, Redmon still possessed no land, but he did report owning three (3) horses. Such was also true in 1806 and 1807. Still having no land in 1808, Redmon added one (1) horse. Finally, in 1809 Redmon reported possessing one hundred (100)

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<sup>98</sup> *Id.*

<sup>99</sup> *Id.*

acres of land along Knob Creek; he owned four (4) horses. Then in 1810 and 1811, he is absent from the tax rolls. Redmon reappears with his one hundred acre farm on Knob Creek in 1812 with five (5) horses. He remained there in 1813 with four (4) horses. The 1814 tax assessment records indicate that Redmon leased his farm from a kinsman and that he had three (3) horses. It also shows that he paid taxes on a two-wheeled cart or wagon. According to the tax assessment records, George Redmon is the only neighbor of Thomas Lincoln to be taxed for a wagon. Redmon remained on the Knob Creek farm in 1815, owning four (4) horses that year. In 1816, Redmon increased his acreage along Knob Creek to five hundred acres, being the largest possessor of land in the immediate area of Thomas Lincoln. He owned five (5) horses. Then, in 1817, Redmon is absent from the tax rolls.<sup>100</sup>

**Ignatius Strange** first appears on the tax assessment rolls in 1804 with one (1) horse. He possessed no property on which taxes were paid the next year. By 1806, Strange leased one hundred (100) acres of land along Knob Creek, but had no horses. Landless in 1807, Strange paid taxes that year on one (1) horse. His situation did not change in 1808 or 1809. By 1810, Strange showed nothing. In 1811, however, Strange leased fifty (50) acres of land along Rolling Fork and was taxed on three (3) horses. The next year his leasehold increased to one hundred (100) acres. In 1813, Strange reports leasing one hundred (100) acres along Knob Creek and owning four (4) horses. He added five (5) horses in 1814. Then in 1815, Ignatius Strange is absent from the rolls, reappearing in 1816 with his one hundred (100) acre Knob Creek farm and one (1) horse. Then, in 1817, he vanishes again.<sup>101</sup>

Virtually all the names of these neighbors appear in the innumerable court cases in the Hardin Circuit Court for the years 1811 to 1819. Nearly all were plaintiffs and/or defendants in multiple lawsuits over broken contracts or disputed land titles. In fact, in 1813 William Brownfield sued Peter Mingus over a disputed land claim. Nearly all appear as jurors in the Hardin Circuit Court.

Many of these neighbors appeared with Thomas Lincoln at estate auctions, purchasing livestock and various small farming implements. Many were named to minor positions by the Hardin County Court and Hardin Circuit Court.

Clearly, they were all sturdy but simple settlers like Thomas Lincoln. Some possessed more property than Thomas Lincoln, others possessed less. Nearly all suffered land troubles like Thomas Lincoln; some wound up in court, battling to claim or hold onto their land. Some asserted claims against the others. Most appear to be the age of Thomas Lincoln or younger; only one of them has a son over twenty-one (21) years of age living in the household.

#### **XIV. THE CHAIN OF TITLE TO THE KNOB CREEK FARM**

The format of this part differs slightly from the previous ones. Here the citation for each deed immediately follows the description for easier reference. As well, it will be noted that the descriptions in the deeds are almost impossible to follow because the markers

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<sup>100</sup> *Id.*

<sup>101</sup> *Id.*

are trees, rocks, and fences that disappear over time. Placed in bold are phrases which signify that the land in question is the Knob Creek property. Phrases like, "at the foot of the knob," "at the mouth of a hollow," "with the northwest right-of-way," "in Sugar Camp Hollow #26," "on the east side of the creek," "in the middle of the river turnpike road," and "situated on the waters of Knob Creek," to name a few, all give evidence of the proper site. Only one site could possibly be located along Knob Creek near a turnpike.

The title examination performed started with the transfer of the Knob Creek site to the Lincoln Boyhood Home, Inc. and The Lincoln National Bank from Mary Brooks Howard on February 1, 1986, and led all the way back to the title of George Lindsey, Thomas Lincoln's landlord.

### **PROPERTY OWNED BY LINCOLN BOYHOOD HOME, INC., AND THE LINCOLN NATIONAL BANK, HODGENVILLE, KENTUCKY**

By Deed dated February 1, 1986, Mary Brooks Howard, widow of Fred F. Howard of Hodgenville, Kentucky, conveyed to the Lincoln Boyhood Home, Inc., a Kentucky corporation, and the Lincoln National Bank, both of Hodgenville, for the sum of one hundred twenty thousand, five hundred dollars (\$120,500) two hundred (200) acres of real estate located along Knob Creek in LaRue County described in the Deed recorded in Deed Book 125, page 123, LaRue County Court Clerk's office as follows:

"Beginning at a two foot sycamore sixteen feet from the **Northwest corner of a bridge on U.S. Highway 31-E**, this being the Southeasternmost corner of the farm of Howard Peake; thence with the lines of Howard Peak, No. 38 W. 118 feet to a 10 inch cedar; thence **N. 85-3/4 W. 63 feet** to a 9 inch cedar **at the foot of the knob**; thence **up the knob** N. 73 W. 103 feet to a 12 inch cedar in a wire fence; thence with the wire fence N. 70 1/2 W. 321 feet to a 6 inch cedar; thence with an old rail fence N. 59 W. 173 feet to a stake in the rail fence; thence W. 57-3/4 W. 217 feet to a stake; thence with a wire fence S. 80-1/2 W. 76 feet to a 9 inch white oak; thence N. 85 1/2 W. 192 feet to a stake; **thence down the hill** S. 21 1/4 W. 417 feet to a 16 inch elm **on the North bank of the creek at the foot of the hill**; thence **along the foot of the hill** N. 61 1/2 W. 259 feet to a 6 inch poplar; thence N. 52 1/2 W. 415 feet to a twin poplar; thence 46 1/2 W. 457 feet to an 8 inch gum; thence N. 50 1/2 W. 179 feet to a 7 inch gum; thence 59-3/4 W. 175 feet to an 8 inch elm; thence 44 1/2 W. 160 feet to a point **on ledge of bluff**; thence 33 1/4 W. 230 feet to a 14 inch ash; thence 28 W. feet to a 12 inch walnut; thence 30 1/4 W. 339 feet to a twin beech; thence N. 44 1/4 W. 197 feet to a triple sycamore **at the mouth of a hollow**; thence N. 40 W. 109 feet to a corner post formerly a maple and corner to Bloyd; thence S. 65 1/4 W. 20 poles to a white walnut; thence S. 81-3/4 W. 24 1/2 poles to a sycamore; thence N. 69 1/4 W. 21 poles to a sugar tree; thence N. 52 1/2 W. 13 poles to a stone in drain; S. 82 W. 17 poles to a white oak and sugar tree; thence N. 60 W. 32 poles corner to Powell; thence with Powell line S. 21 1/2 W. 8 poles to a sugar tree and elm; thence S. 68 E. 13 poles to a Ash and Beech; thence S. 31 1/2 E. 88 poles to a white oak **on hill**; thence S. 35 E. 61 poles to 4 twin sycamores; thence S. 43 W. 17-2/5 poles to a beech and buckeye; thence S. 18 E. 24 poles to stone; thence S. 8 E. 54-2/5 poles to a walnut stump; thence S. 78 W. 54-3/5 poles to a white oak

and dogwood, corner to Dever; thence N. 54 E. 12 poles to a small black walnut; thence S. 81 E. 37 poles to a white oak; thence S. 29 E. 30 poles to a sugar tree **on the North bank of the Creek**; thence S. 69 E. 59 poles **to the Northwest right of way line** N. 21 E. 9 poles to a stake; thence N. 10-3/4 E. 96 poles to a stake; thence N. 16 E. 10 poles to a stake; thence N. 55 1/2 E. 42 poles to point of beginning, containing approximately 200 acres more or less. This includes all the land of Hattie Howard North of 31-E and West of that sold to Howard Peake.

Being the same property conveyed to Fred F. Howard and Mary Brooks Howard by deed dated August 30, 1966 and of record in Deed Book 80, page 403 in the office of the LaRue County Court Clerk. (Mary Brooks Howard acquired sole ownership upon the death of Fred F. Howard in January, 1980 in accordance with the survivorship provisions of said deed).

**Larue County Court Clerk's office, Deed Book 125, Page 123.**

**FRED F. and MARY BROOKS HOWARD from S.L. WILLIAMS and S.L. WILLIAMS to FRED F. and MARY BROOKS HOWARD – August 30, 1966.**

By Deed of Conveyance on August 30, 1966, for nominal consideration, Fred F. Howard and Mary Brooks Howard transferred to S.L. Williams two hundred (200) acres of real estate described in the Deed recorded in Deed Book 80, page 401, LaRue County Court Clerk's office. That same day, title to the same two hundred (200) acres of land was conveyed from S.L. Williams to Fred F. Howard and Mary Brooks Howard, as recorded in Deed Book 80, page 403, which land was described as follows:

"Beginning at a two foot sycamore sixteen feet **from the Northwest corner of a bridge on U.S. Highway 31-E**, this being the Southeasternmost corner of the farm of Howard Peake; thence with the lines of Howard Peake, No. 38 W. 118 feet to a 10 inch cedar; thence **N. 85-3/4 W. 63 feet to a 9 inch cedar at the foot of the knob**; thence **up the knob** N. 73 W. 103 feet to a 12 inch cedar in a wire fence; thence with the wire fence N. 70 1/2 W. 321 feet to a 6 inch cedar; thence with an old rail fence N. 59 W. 173 feet to a stake in the rail fence; thence N. 57-3/4 W. 217 feet to a stake; thence with a wire fence S. 80-1/4 W. 76 feet to a 9 inch white oak; thence N. 85 1/2 W. 192 feet to a stake; **thence down the hill** S. 21 1/4 W. 417 feet to a 16 inch elm **on the North bank of the Creek at the foot of the hill**; thence **along the foot of the hill** N. 61 1/2 W. 259 feet to a 6 inch poplar; thence N. 52 1/2 W. 415 feet to a twin poplar; thence 46 1/2 W. 457 feet to an 8 inch gum; thence N. 50 1/4 W. 179 feet to a 7 inch gum; thence 59-3/4 W. 175 feet to an 8 inch elm; thence 44 1/4 W. 197 feet to a triple sycamore **at the mouth of a hollow**; thence N. 40 W. 109 feet to a corner post formerly a maple and corner to Bloyd; thence S. 65 1/4 W. 20 poles to a white walnut; thence S. 81-3/4 W. 24 1/4 poles to a white oak and sugar tree; thence N. 60 W. 32 poles corner to Powell; thence with Powell line S. 21 1/2 W. 8 poles to a sugar tree and elm; thence S. 68 E. 13 poles to a ash and Beech; thence S. 31 1/4 E. 83 poles to a white oak **on hill**; thence S. 35 E. 61 poles to 4 twin sycamores; thence s. 43 W. 17-2/5 poles to a beech and buckeye; thence

S. 18 E. 24 poles to stone; thence S. 8 E. 54-2/5 poles to a walnut stump; thence S. 78 W. 54-3/5 poles to a white oak and dogwood, corner to Dever; thence N. 54 E. 12 poles to a small black walnut; thence S. 81 E. 37 poles to a white oak; thence S. 29 E. 30 poles to a sugar tree **on the North bank of the Creek**; thence S. 69 E. 59 poles **to the Northwest right of way line of U.S. 31-E**; thence **with the Northwest right of way** line N. 21 E. 9 poles to a stake; thence N. 10-3/4 E. 96 poles to a stake; thence N. 16 E. 10 poles to a stake; thence N. 55 1/2 E. 42 poles to x point of beginning, containing approximately 200 acres more or less. This includes all the land of Hattie Howard North of 21-E and West of that sold to Howard Peake.

Title to the real estate herein conveyed was acquired by deed of Fred F. Howard &c., same being recorded in Deed Book No. 80, page 401, LaRue County Clerk's Office.

**Larue County Court Clerk's office, Deed Book 80, Page 403.**

**FRED HOWARD from HATTIE and C.F. HOWARD – October 20, 1964.**

By Deed of Conveyance dated October 20, 1964, Hattie Howard and C.F. Howard transferred to Fred Howard two hundred (200) acres of land, described as follows:

Beginning at a two foot sycamore sixteen feet **from the northwest corner of a bridge on U.S. Highway 31E**, this being the southeasternmost corner of the farm of Howard Peake; thence with the lines of Howard Peake, **N. 38 W. 118 feet** to a 10 inch cedar; thence N 85 3/4 W 63 feet to a 9 inch cedar **at the foot of the knob**; thence **up the knob** N 73 W 103 feet to a 12 inch cedar in a wire fence; thence with the wire fence N 70 1/2 W 321 feet to a 6 inch cedar; thence with an old rail fence N 59 W 173 feet to a stake in the rail fence; thence N 57 3/4 W 217 feet to a stake; thence with a wire fence S 80 1/4 W 76 feet to a 9 inch white oak; thence N 85 1/2 W 192 feet to a stake; **thence down the hill** S 21 1/4 W 417 feet to a 16 inch elm **on the north bank of the creek at the foot of the hill**; thence **along the foot of the hill** N 61 1/2 W 259 feet to a 6 inch poplar; thence N 52 1/2 W 415 feet to a twin poplar; thence 46 1/2 W 457 feet to an 8 inch gum; thence N 50 1/4 W 179 feet to a 7 inch gum; thence 59 3/4 W 175 feet to an 8 inch elm; thence 44 1/2 W 160 feet to a point **on lege of bluff**; thence 33 1/4 W 230 feet to a 14 inch ash; thence 28 W 206 feet to a 12 inch walnut; thence 30 1/4 W 339 feet to a twin beech; thence N 44 1/4 W 197 feet to a triple sycamore **at the mouth of a hollow**; thence N 40 W 109 feet to a corner post formerly a maple and corner to Bloyd; thence S 65 1/4 W 21 poles to sugar tree; thence N 52 1/4 W 13 poles to a stone in drain; S 82 W 17 poles to a white oak and sugar tree; thence N 60 W 32 poles to corner to Powell; thence with Powell line S 21 1/2 W 8 poles to a sugar tree and elm; thence South 68 E 13 poles to ash and beech; thence S 31 1/4 E 54 2/5 poles to a walnut stump; thence S 78 W 54 3/5 poles to a white oak and dogwood, corner to Dever; thence N 54 E 12 poles to a small black walnut; thence S 81 E 37 poles to a white oak; thence S 29 E 30 poles to a sugar tree **on the north bank of the creek**; thence S 69 E 59 poles **to**

**the northwest right of way line of U.S. 31E**; thence **with the northwest right of way** line N 21 E 9 poles to a stake; thence N 10 3/4 E 96 poles to a stake; thence N 16 E 10 poles to a stake; thence N 55 1/2 E 42 poles to a point of beginning, **containing approximately 200 acres more or less.**

This includes all of the land Hattie Howard **north of U.S. Highway 31E**, and west of that tract sold to Howard Peake.

The grantor acquired title to land herein conveyed by deed **of John W. Crady**, same being recorded in Deed Book No. 48, page 524, LaRue County Court Clerk's office.

**Larue County Court Clerk's office, Deed Book 77, Page 575.**

**HATTIE V. HOWARD from JOHN W. CRADY – August 26, 1931.**

By Deed of Conveyance dated August 26, 1931, John W. Crady transferred to Hattie V. Howard title to three hundred eighty (380) acres of real property (**hereinafter referred to as Tract A**) described as follows, as recorded in Deed Book 48, page 524:

Beginning at two Sugar Trees on the **East side of the Creek**, (Figure 1, on plat); running thence **N. 68 W. 80 poles** to a Sugar tree **on the North side of the Creek** (2); N. 29 W. 30 poles to a White oak (3); N. 81 W. 37 poles to a small black Walnut (4); S. 54 W. 12 poles to a White Oak and Dogwood, **corner to Bradley** (5); thence with same N. 78 E. 54-3/5 poles to a Walnut Stump (6); N. 8 W. 54-2/5 poles to a stone (7); N. 18 W. 24 poles to a Beech and Buckeye (8); N. 43 E. 17-2/5 poles to four twin Sycamores (9); N. 35 W. 61 poles to a White Oak on hill (10); N. 31 1/4 W. 88 poles to Ash and Beech (11); N. 68 W. 13 poles to a Sugar Tree and Elm (12); N. 21 1/2 E. 8 poles (13); S. 60 E. 32 poles to White Oak and Sugar tree (14); N. 82 E. 17 poles to a stone in drain (15); S. 52 1/4 E. 13 poles to a Sugar tree (C); S. 69 1/4 E. 21 poles to a Sycamore (D); N. 81-3/4 E. 24 1/4 poles to a White Walnut (E); N. 65 1/4 E. 20 poles to a Sugar tree, original corner **in Sugar Camp Hollow #26** on plat; S. 37-3/4 E. 24 poles to a small Buckeye (27); thence N. 78 E. 130 poles to a stone (28) **corner to Lavey**; S. 50 poles to Beech and Dogwood on **South side of hill** (29); S. 27 1/2 E. 54 1/2 poles to Beech **on North side of Hill** (30); N. 44 E. 88 poles **to middle of branch** between an Elm and White Walnut (A); S. 54 E. 75 poles to two Beech and Dogwood on **West side of hill** (B); S. 44 W. 93 1/2 poles to an Ash (O); S. 25-3/4 W. 144 poles to the beginning, **containing by survey 380 acres.**

This deed is made with same reservations as to passways as set out in the Commissioner's report hereinafter referred to. This is the same tract of land set aside to the widow, Rhoda E. Rapier, now Rhoda E. Pottinger, by Commissioners after the death of Nicholas A. Rapier, of date January 19, 1891, and of record in Book of Commissioner's reports No. 1, page 16, in the Clerk's Office of the LaRue County Court, at Hodgenville, Kentucky.

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The title to the first tract of land herein described was derived by deed from Charles H. Rapier, Etc., **to John W. Crady**, of record in the LaRue County Court Clerk's Office in Deed Book No. 37, Page 437, and bears date of March 23rd, 1911; By deed from Sylvester Rapier & Co., a corporation, **to John W. Crady**, of record in the LaRue County Court Clerk's Office in Deed Book No. 37, Page 439; and by deed from Joseph C. Rapier, Etc., of record in the LaRue County Court Clerk's Office in Deed Book No. 37, page 441, and bears date of April 24th, 1911. The Deed from Sylvester Rapier & Co., **to John W Crady** bears date of April 18th, 1911.

**Larue County Court Clerk's office, Deed Book 48, Page 524.**

**HATTIE V. HOWARD from JOHN W. CRADY – August 26, 1931.**

Also by same Deed of Conveyance dated August 26, 1931, John W. Crady transferred to Hattie V. Howard title to sixty-two and one-half (62½) acres of unsurveyed real property (**hereinafter referred to as Tract B**) described as follows:

Beginning at an Elm **at the Pike, corner to John W. Crady and Enlow & Baird**; running thence with the fence to a Sycamore; thence running with the fence to a White Oak, original corner **to John W. Crady and the Lavey farm**; thence with the fence **to Crady's line, including the Spring**; thence **with Crady's line** to a White Oak in an original line; thence with the fence to a stone, original corner to Baird, Lavey and Newton; thence **down the Branch to Crady's line**; thence **with Crady's line** to the beginning, **containing 62 1/2 acres**, more or less. This being a part of the property conveyed to said Robert Enlow and G.W. Baird by deed from Nick Greenwell and wife, of date January 28, 1918, and of record in Deed Book No. 41, page 575 in the Clerk's Office of the LaRue County Court, at Hodgenville, Kentucky.

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The title to the second tract of land herein described was derived by deed from Robert Enlow, Etc., to John W. Crady, of record in the LaRue County Court Clerk's Office in Deed Book No. 48, Page 523, and bears date of May 2nd, 1918.

**Larue County Court Clerk's office, Deed Book 48, Page 524.**

#### **TITLE TO TRACT A**

**JOHN W. CRADY from JOSEPH C. RAPIER – April 24, 1911.**

On April 24, 1911, John W. Crady acquired an undivided one-sixth interest in three hundred eighty (380) acres of land by deed of General Warranty from Joseph C. Rapier

(by and through his attorney F. Boone Rapier),<sup>102</sup> as recorded in Deed Book 37, page 441, as follows:

"Beginning at two sugar trees **on the East side of the creek**, (Figure 1, on plat); running thence **N. 68 W. 80 poles to a sugar tree on the North side of the creek** (2); N. 29 W. 30 poles to a white oak (3); N. 81 W. 37 poles to a small black walnut (4); S. 54 W. 12 poles to a white oak and dogwood, **corner to Bradley** (5); thence with same N. 78 E. 54-3/5 poles to a walnut stump (6); N. 8 W. 54-2/5 poles to a stone (7); N. 18 W. 24 poles to a beech and buckeye (8); N. 43 E. 17-2/5 poles to four twin sycamores (9); N. 35 W. 61 poles to a white oak on hill (10); N. 31 1/4 W. 88 poles to an ash and beech (11); N. 68 W. 13 poles to a sugar tree and elm (12); N. 21 1/2 E. 8 poles (13); S. 60 E. 32 poles to white oak and sugar tree (C); S. 69 1/4 E. 21 poles to a sycamore (D); N. 81-3/4 E. 24 1/4 poles to a white walnut (E); N. 65 1/4 E. 20 poles to a sugar tree, original corner **in sugar camp hollow #26** on plat; S. 37-3/4 E. 24 poles to a small buckeye (27); thence N. 78 E. 130 poles to a stone (28); **corner to Lavey**; S. 50 poles to beech and dogwood **on south side of hill** (29); S. 27 1/2 E. 54 1/2 poles to beech on north side of hill (30); N. 44 E. 88 poles **to middle of branch** between an elm and white walnut (A); S. 54 E. 75 poles to two beech and dogwood **on west side of hill** (B); S. 44 W. 93 1/2 poles to an ash (O); S. 23-3/4 144 poles to the beginning, **containing by survey 380 acres.**" This deed is made with the same reservations as to passways as set out in Commissioner's Report hereinafter referred to. This is the **same tract of land set aside to the widow, Rhoda E. Rapier**, now Rhoda E. Pottinger, by Commissioners after the death of Nicholas Rapier, of date January 19, 1891, and of record in Book of Commissioner's Reports No. 1, Page 16, in the Clerk's Office of the LaRue County Court, at Hodgenville, Kentucky, and the said first party, Joseph C. Rapier, as one of the six children of said Nicholas A. Rapier, deceased, will own an undivided one-sixth interest in said property at the death of said widow, and it is hereby expressly understood that this deed is made subject to the life estate of the said Rhoda E. Rapier, now Rhoda E. Pottinger.

**Larue County Court Clerk's office, Deed Book 37, Page 441.**

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<sup>102</sup> On March 29, 1911, Joseph Rapier appointed F. Boone Rapier as his power of attorney, recorded in Deed Book 37, page 422, describing the land exactly as hereinbelow described, but adding the following:

Of the above tract of land 70 acres is bottomland, 68 acres is cleared hill land, and the remainder is woodland. "There is about 45 acres of timbered land belonging to the Rapier Heirs lying west of the **widow's dower**, which we the commissioners, reserve the right of way of a road or passway through said dower **to the turnpike** for the purpose of getting timber on said land to market. Said road to be confined to bed of creek. Also we reserve the right of way **through the widow's dower** to another tract of timbered land belonging to said heirs on the Southeast side of dower, containing about 286 acres, for the purpose of marketing timber on said land."

**JOHN W. CRADY from SYLVESTER RAPIER & CO. – April 18, 1911.**

The remaining one-sixth (1/6) interest in the three hundred eighty (380) acre tract of land was acquired by John W. Crady on April 18, 1911, from Sylvester Rapier & Co., a corporate entity, by General Warranty deed. See **Larue County Court Clerk's office, Deed Book 37, Page 439.**

Nicholas A. Rapier died intestate in October, 1890, leaving, among other things, real estate of three hundred fifty-two (352) acres, to be evenly divided among his six (6) children.

**JOHN W. CRADY from HEIRS OF N.A. RAPIER – March 23, 1911.**

On March 23, 1911, John W. Crady acquired an undivided four-sixths (4/6) interest in the three hundred eighty (380) acre tract of land from (1) Charles and Susan Rapier; (2) Sylvester and Mary A. Rapier; (3) Frank X. and Annie May Rapier; and (4) Fannie Rapier, widow of James Rapier, each of whom held an undivided one-sixth interest in the land, described as follows in Deed Book 37, page 437:

"Beginning at two sugar trees on the **East side of the creek**, (Figure 1, on plat) ; running thence N. 68 W. 80 poles to a sugar tree **on the north side of the creek** (2); N. 29 W. 30 poles to a white oak (3); N. 81 W. 37 poles to a small black walnut (4); S. 54 W. 12 poles to a white oak and dogwood, **corner to Bradley** (5); thence with same N. 78 E. 54-3/5 poles to a walnut stump (6); N. 8 W. 54-2/5 poles to a stone (7); N. 18 W. 24 poles to a beech and buckeye (8); N. 43 E. 17-2/5 poles to four twin sycamores (9); N. 35 W. 61 poles to a white oak on hill (10); N. 31 1/4 W. 88 poles to ash and beech (11); N. 68 W. 13 poles to sugar tree and elm (12); N. 21 1/2 E. 8 poles (13); S. 60 E. 32 poles to white oak and sugar tree (14); N. 82 E. 17 poles to a stone in drain (15); S. 52 1/4 E. 13 poles to a sugar tree (C); S. 69 1/4 E. 21 poles to a sycamore (D); N. 81-3/4 E. 24 1/4 poles to a white walnut (E); N. 65 1/4 E. 20 poles to a sugar tree, original corner **in sugar camp hollow# 26** on plat; S. 37-3/4 E. 24 poles to small buckeye (27); thence N. 78 E. 130 poles to a stone (28) **corner to Lavey**; S. 50 poles to beech and dogwood **on south side of hill** (29); S. 27 1/2 E. 54 1/2 poles to beech **on north side of hill** (30); N. 44 E. 88 poles **to middle of branch** between an elm and white walnut (A); S. 54 E. 75 poles to two beech and dogwood on west side of hill (B); S. 44 W. 93 1/2 poles to an ash (O); S. 23-3/4 W. 144 poles to the beginning, **containing by survey 380 acres.**"

**Larue County Court Clerk's office, Deed Book 37, Page 437.**

**SYLVESTER RAPIER & CO. from F. BOONE RAPIER – September 20, 1910.**

Sylvester Rapier & Co. had acquired title to this one-sixth (1/6) interest on September 20, 1910, from F. Boone Rapier, who had inherited the property from his father, Nicholas A. Rapier. See **Larue County court Clerk's office, Deed Book 37, Page 186.**

**CHARLES H. RAPIER from HEIRS OF N.A. RAPIER – February 5, 1891.**

On February 5, 1891, Charles H. Rapier acquired from (1) Sylvester and Mary A. Rapier; (2) F. Boone and Sallie E. Rapier; James E. and Elizabeth F. Rapier; (4) Frank X. and Annie May Rapier; and (5) Joseph C. and Dora LEEAN Rapier their one-sixth (1/6) interests, described as follows in Deed Book 20, page 240:

Beginning **in the middle of the [River Turnpike] Road** in a line of the Dower, thence with same **N. 54 W. 25 poles to a stone in a branch in Lavey's line and corner to the Dower.** Thence N. 44 E. 44 poles to a stake 1 3/5 poles N. 62 W. from Red Oak which is marked as a corner, thence N. 62 W. 239 1/2 poles to a stone, thence N. 59 1/6 E. 233 poles to a white oak and ironwood, thence S. 74 1/2 E. 20 poles to the fence at the Thompson **bottom field**, thence N. 22 poles to a sugar tree stump, thence N 15 W 48 poles to a stake in Mrs. Thompson's line, thence with same N 69 E 48 poles to a stake **on the west side of the road** thence S 25 E 132 poles to a black walnut stump thence S 63 E 54 poles thence S 43 E 49 poles **to the pike** thence **up and in the center of the pike** to the beginning, **containing about 352 acres more or less.**

**Larue County Court Clerk's office, Deed Book 20, Page 240.**

**FRANCES X. RAPIER from HEIRS OF N.A. RAPIER – February 5, 1891.**

On the same day, February 5, 1891, Frank X. Rapier acquired from (1) Charles H. and Bettie Rapier; (2) Sylvester and Mary A. Rapier; (3) F. Boone and Sallie E. Rapier; (4) James E. and Elizabeth F. Rapier; and (5) Joseph C. and Doris LEEAN Rapier each of their undivided one-sixth (1/6) interests in one hundred fifty-eight (158) acres of land, as set forth in Deed Book 20, page 244, land described as follows:

Lying and being **on the east side of the Bardstown and Green River Turnpike Road**, . . . bounded as follows: "Beginning at a stone on **west side of said turnpike** – a corner to William H. Boone – thence S 32 E 71 3/4 poles to a stone S. 30 W. 22 poles to a stone – S 7 E 44 poles to a Gum and Elm – S. 37 E. 46 poles to an Ash, and two Dogwoods in an original live – thence S. 67 W 60 poles to a stone at the west side of a house, thence N 81 W. 108 poles to a stone **on the north side of a branch** – S 44 W. 108 4/5 poles to two Beeches and Dogwood, corner to the Dower thence with the same N. 54 W. 50 poles to the **middle of said turnpike** – thence **down the pike** 316 poles to the beginning **containing about 158 acres more or less.**"

**Larue County Court Clerk's office, Deed Book 20, Page 244.**

**HEIRS OF CHARLES BOON TO N.A. RAPIER – dated April 17, 1858**

Nicholas A. Rapier purchased a tract of land containing fifty (50) acres from the heirs of Charles Boon on April 17, 1858, described as follows:

**On the waters of Knob Creek** and bounded as follows, to wit: Beginning at two dogwood hickory and beech then running S40 W26 poles to three

white oaks thence S30 E38 poles to a white oak hickory and poplar thence SWE 42 poles to a larger poplar and gum thence N20 E106 poles to two white oaks thence N65 E58 poles to a white oak and ash then S80 E30 poles to an ash and dogwood thence N55 E 60 poles to an ash and Spanish oak thence **north 80 poles to a stake in line in Thomas Middleton's 100000[sic] acre survey thence N65 up with his line 110 poles to a stake in Charles Boon's 100 acre survey patented to Hazle** thence N42 W 110 poles to a hickory white walnut & black ash thence in a straight line to the beginning containing 50 acres more or less.

**Larue County Court Clerk's office, Commissioner's Deed Book 2, Page 229 (Roll No. 409409, Kentucky Department of Libraries and Archives, Frankfort, Kentucky).**

This deed conveyed title with qualifying language, conveying only "whatever title Charles Boon dec'd had in & to the land & they are in no wise responsible should any other claim come against the same or any part thereof."

**CHARLES BOON HEIRS to NICHOLAS A. RAPIER – dated April 20, 1850**

Nicholas A. Rapier purchased at auction of two (2) tracts of land, one of three hundred twenty-eight (328) acres for a bid of two thousand one hundred twenty-five dollars (\$2,125) and one of one hundred sixty-three (163) acres, (originally bought at auction by John Fennelly, who then afterward sold it to Nicholas A. Rapier). Commissioner's Deed Book 2, page 163. The land, on the waters of Knob Creek, was bounded and described as follows:

Beginning at a Sycamore Stump **on the banks of Knob creek east side of the turnpike road near the bridge**, thence S48 E37 3/100 poles to a small ash and dogwood thence S42 E219 3/100 poles to a stake, thence N48 W73 poles to a hickory thence S42 W219 3/10 poles to a beech, thence S48 E37 3/10 poles to the beginning containing 100 acres more or less also another tract, Bounded as follows:

Beginning at two sugar trees, running thence S19 E141 poles to a dogwood and ash **corner to the above-named tract** thence with a line of the same S48 W74 poles to a beech thence S29 65 poles to a poplar **on the east side of a hill** thence S58 poles to an oak thence S76 W105 poles to a white ash, thence S117 to a stake, thence S30 E 168 poles to a sugar tree thence S70 E54 poles to the beginning containing two hundred and twenty-eight acres more or less. Also another tract bounded as follows:

Beginning at two sugar trees and a white hickory in a line of the above named tract running thence on S20 W24 poles to a sugar tree and ironwood thence S60 W17 poles to a stake then S10 W 48 poles to two sugar trees and elm, thence S70 W76 poles to a poplar and white oak thence S21 W40 poles to a white oak and red oak and dogwood thence S40 E87 poles to two white oaks thence S20 W24 poles to a poplar, thence S80 W18 poles to a white oak and sugar tree, thence S62 W32 poles to a poplar, thence S17 W8 poles to an elm **near a ledge of rocks** thence S70 E13 poles to a sugar tree, thence S50 E10 poles to a beech,

thence S40 E88 poles to two white oaks thence S35 E60 poles to a sycamore thence S38 W17 poles to two buckeyes & beech thence S25 E42 poles to a white oak thence S10 E40 poles to a black walnut stump, thence S82 E54 poles to two black oaks and a red oak, thence S50 E40 poles to a white oak **in a line of the Lindsey survey** thence with the same S31 W140 poles to the beginning containing one hundred and sixty three acres be the same more or less. It is expressly understood by and between the parties that the above premises hereby intended to be conveyed is only the undivided seven eighths the said Rapier owning the undivided one eighth of said land as one of the heirs of Charles Boon dec'd in right of his wife Charlotte who was a daughter of said decedent ...

**Larue County Court Clerk's office, Commissioner's Deed Book 2, Pages 163-165 (Roll No. 409401, Kentucky Department of Libraries and Archives, Frankfort, Kentucky).**

**WILLIAM BUSH TO CHARLES BOON – dated July 18, 1831**

As the result of a lawsuit brought by John McClarty against John Price and George Lindsey and a lawsuit brought by William Bush against John Price and George Lindsey, the Hardin Circuit Court determined that a "certain tract of land situate . . . on Knob Creek containing two hundred thirty acres was decreed to be sold and was sold in permanancy of said decree and the said William Bush became the purchaser and said Lindsey by order and decree of said court was directed to convey said land to the said William Bush and said Lindsey did by Deed convey the same to said Bush which Deed bears the date on the 14th day of June 1831 and whereas said Bush has agreed to transfer his right acquired by said purchase to Charles Boon for a valuable consideration ...." The land was described as follows:

**Beginning at Hazle's corner of his one hundred acre survey** a white oak and beech, thence North 29 degrees West fifty five poles to a poplar and white, **on the east side of a branch** thence North 58 poles to a white oak, thence South 76 degrees West 105 poles to a hickory and white oak thence due South 117 poles to a black oak and dogwood thence South 31 degrees East 200 poles **to two sugar trees on the south side of one of the branches of Knob Creek** thence S46 degrees West 58 poles to a walnut and two sugar **at the point of a hill crossing a branch of Knob Creek** at 30 poles, thence North 19 degrees East 110 poles to Hazle's line, thence with his line North 49 degrees West 48 poles to the beginning with all and singular the appurtenances thereunto belonging....

**Hardin County Court Clerk's office, Deed Book M, Page 190 (Roll No. 388596, Kentucky Department of Libraries and Archives, Frankfort, Kentucky).**

**GEORGE LINDSEY TO WILLIAM BUSH – dated June 14, 1831.**

By deed of special warranty dated June 14, 1831, George Lindsey conveyed to William Bush a certain tract of land containing two hundred and thirty acres, described as follows:

**Beginning at Hazle's corner of his one hundred acre survey** a white oak and beech, thence North 29 degrees West fifty five poles to a poplar and white, **on the east side of a branch** thence North 58 poles to a white oak, thence South 76 degrees West 105 poles to a hickory and white oak thence due South 117 poles to a black oak and dogwood thence South 31 degrees East 200 poles **to two sugar trees on the south side of one of the branches of Knob Creek** thence S46 degrees West 58 poles to a walnut and two sugar **at the point of a hill crossing a branch of Knob Creek** at 30 poles, thence North 19 degrees East 110 poles to Hazle's line, thence with his line North 49 degrees West 48 poles to the beginning with all and singular the appurtenances thereunto belonging ....

**Hardin County Court Clerk's office, Deed Book M, Page 188 (Roll No. 388596, Kentucky Department of Libraries and Archives, Frankfort, Kentucky).**

The history of the relationship among Lindsey, Price, and Bush dated back to 1821, when Lindsey attempted to sell the two hundred thirty (230) acre tract on Knob Creek, patented in his name, to John Price, who agreed to pay Lindsey for the land over the course of three (3) years. Lindsey, in turn, assigned his interest in the promissory note over to William Bush. Price never paid Lindsey, and, in 1825, William Bush ultimately brought a suit against Lindsey and Price. The Hardin Circuit Court determined that Lindsey was the owner of the property, and Lindsey conveyed it to Bush to pay the judgment obtained against him and Price.

#### **TITLE TO TRACT B**

**JOHN W. CRADY from ROBERT and BLANCHE ENLOW and G.W. and LOURENA BAIRD – May 2, 1918.**

On May 2, 1918, John W. Crady acquired title to sixty two and one-half (62 1/2) acres of land from Robert and Blanche Enlow and G.W. and Laurena Baird, which land was described as follows in Deed Book 48, page 523:

"Beginning at an Elm **at the Pike**, corner to **John W. Crady** and Enlow & Baird; running thence with the fence to a Sycamore; thence running with the fence to a White Oak, **original corner to John W. Crady** and the **Lavey farm**; thence with the fence to **Crady's line, including the spring**; thence with Crady's line to a White Oak in original line; thence with the fence to a stone, original corner to Baird, Lavey and Newton; thence **down the Branch to Crady's line**; thence **with Crady's line** to the beginning, **containing 62 1/2 acres**, more or less." This being part of the property conveyed to said Robert Enlow and G.W. Baird by deed from Nick Greenwell and wife, of date January 28, 1918, and of record in Deed Book No. 41, page 575, in the Clerk's Office of the LaRue County Court, at Hodgenville, Kentucky.

**Larue County Court Clerk's office, Deed Book 48, Page 523.**

**ROBERT ENLOW and G.W. BAIRD from NICK and MARY GREENWELL – January 28, 1918.**

On January 28, 1918, Nick and Mary Greenwell conveyed title to a five-sixths (5/6) interest in one hundred twenty-five and eighty-six one hundredths (125.86) acres of land to Robert Enlow and G.W. Baird, which land was described at Deed Book 41, page 575, as follows:

"Beginning at a stone and sugar tree, **corner to the N.A. Rapier land**; running thence **S. 64 E. 246** poles to a red oak in **line of N.A. Rapier**; thence with a line of same **S. 43 W. \_\_\_\_** poles to a beech, corner to the same; thence **N. 28 W.** poles to a dogwood, corner to same; thence **N. 1 E. 50** poles to a small white oak, corner to same; thence **S. 77 W. 139** poles to two small sycamores on a branch, and in line of same; thence **N. 19 W. 21 1/2** poles to a sugar tree, corner to two tracts of same; thence **N. 71 E. 68** poles to a stake **at the mouth of a hollow**; thence running with the same **N. 27 E. 34** poles to a stake; thence **N. 16 E. 74** poles to the place of beginning, **containing one hundred and twenty-five and eighty-six-one hundredth (125.86) acres.**" This being the same property conveyed to said Nick Greenwell by deed from Charles H. Lavey and wife, of date April 15, 1916, and of record in Deed Book No. 41, page 436, in the Clerk's Office of the LaRue County Court, at Hodgenville, Kentucky.

**Larue County Court Clerk's office, Deed Book 41, Page 575.**

**NICK GREENWELL from CHARLES and AGNES LAVEY – April 15, 1916.**

On April 15, 1916, Charles and Agnes Lavey conveyed title to five-sixths (5/6) interest in one hundred twenty-five and eighty-six one hundredths (125.86) acres of land to Nick Greenwell, which land was described as follows:

"Beginning at a stone and sugar tree, **corner to the N.A. Rapier land**; running thence **S. 64 E. 246** poles to a red oak in **line of N.A. Rapier**; thence with a line of same **S. 43 W. ---** poles to a beech, corner to the same; thence **N. 28 W. 65** poles to a dogwood, corner to same; thence **N. 1 E. 50** poles to a small white oak, corner to same; thence **S. 77 W. 139** poles to two small sycamores **on a branch**, and in line of same; thence **N. 19 W. 21 1/2** poles to a sugar tree, corner to two tracts of same; thence **N. 71 E. 68** poles to a stake **at mouth of a hollow**; thence running with the same **N. 27 E. 34** poles to a stake; thence **N. 16 E. 74** poles to the place of beginning, **containing one hundred and twenty-five and eighty-sixths-one hundredth (125.86) acres.**" This being the same tract of land conveyed to John Lavey by deed from John O'Brian and wife, of date January 28, 1880, and of record in Deed Book No. 12, Page 165 in the Clerk's office of the LaRue County Court. The said Charles H. Lavey derived title to said undivided five-sixths interest in said lands as follows; an undivided one-sixth interest by inheritance from his father the said John Lavey, who died intestate on the sixth day of May, 1913; and an undivided four-sixths interest by deed from four of John

Lavey's heirs of date August 14, 1915, and of record in Deed Book No. 40, Page 253, in the said Larue County Court Clerk's office.

**Larue County Court Clerk's office, Deed Book 41, Page 436.**

**CHARLES LAVEY from FANNIE and THOMAS EMMETT, CLARA and WILFORD TERCOTT, ROBERT LAVEY and BETTIS A. and JOSEPH HERBSTTRITT – August 14, 1915.**

Charles Lavey had inherited one-sixth (1/6) interest in the land from his deceased father, John Lavey, who died intestate May 6, 1913, and a four-sixths (4/6) interest from his father's other heirs, on August 14, 1915, of Record in Deed Book 40, page 253. The four-sixths (4/6) interest, acquired by Charles H. Lavey, was in one hundred twenty-five and eighty-six one hundredths (125.86) acres of land, described as follows:

Beginning at a stone and sugar tree, **corner to N.H. Rapier land**, running thence S. 64 E. 246 poles to a red oak **in line of N.A. Rapier**; thence with a line of same S. 43 W. \_\_\_\_ poles to a beech, corner to the same; thence N. 28 W. 65 poles to a dogwood, corner to same; thence N. 1 E. 50 poles to a small white oak, corner to same; thence S. 77 W. 139 poles to two small sycamores **on a branch** and in line of same; thence N. 19 W. 21 1/2 poles to a sugar tree, corner to two tracts of same; thence N. 71 E. 68 poles to a stake **at mouth of hollow**; thence running with the same N. 27 E. 34 poles to a stake; thence N. 16 E. 74 poles to the place of beginning, **containing one hundred and twenty-five and 86/100 (125.86) acres**, this being the same tract of land conveyed to John Lavey by John O'Brian and wife by deed dated January 28, 1880, which deed is of record in the office of the Clerk of LaRue County Court in Deed Book No. 12, page 165, and the interests hereby conveyed being derived by inheritance from said John Lavey, who died intestate on the 6th day of May, 1913.

**Larue County Court Clerk's office, Deed Book 40, Page 253.**

**JOHN LAVEY from JOHN and AMANDA O'BRIAN – January 28, 1880**

Charles Lavey's one-sixth (1/6) interest he inherited and the four-sixths (4/6) interest he acquired from his father's heirs on August 14, 1915, were derived from title held by his father, John Lavey, when John Lavey acquired one hundred twenty-five and eighty-six one hundredths (125.86) acres from John and Amanda O'Brian on January 28, 1880. Deed Book 12, page 165, describes the land as follows:

A certain tract or parcel of land lying and being in LaRue County and State of Kentucky and **situated on the waters of Knob Creek** being it same formerly owned by James Larue, bounded as follows, to wit: Beginning at a stone and sugar tree **corner to N.A. Rapier** and others and running thence S. 64 E. 246 poles to a red oak **in a line of N.A. Rapier**, thence with a line of the same S 43 W \_\_\_\_ poles to a Beech corner to the same, thence N 28 W 65 to a dogwood corner to the same, thence N 1 E 50 poles to a small white ash corner to the same, thence S 77 W 139 poles to two small sycamores **on the branch and in a line of the same**, thence N 19 W 2 1/2 poles to a sugar tree corner to two tracts of

the same, thence N 71 E 8 poles to a stake **at the mouth of a hollow**, thence running with the same N 27 E 34 poles to a stake thence N 16 E 74 poles to the place of beginning and **containing one hundred and twenty-five acres and 86/100th of an acre.**

**Larue County Court Clerk's office, Deed Book 12, Page 165.**

**J.W. AND LYDIA LARUE TO JOHN O' BRIAN – dated July 11, 1877.**

On July 11, 1877, J.W. and Lydia Larue gave notice in the Hardin County Clerk's office of having sold to John O'Brian a tract of land in Larue County, Kentucky, "known as the James Cap farm," and bounded as follows:

Beginning where N.A. Rapier line crosses the original line thence with Rapier line until it strikes the branch that runs between John K. James Cap's, thence **with said branch until it strikes the original line thence with the original line to the beginning . . .** [when] the last payment is paid, the [Larues] makes a deed of general warranty to [O'Brian]."

**Larue County Court Clerk's office, Deed Book 10, page 504 (Roll No. 409409, Kentucky Department of Libraries and Archives, Frankfort, Kentucky).**

A marginal notation on the document notes: "James O'Bryant, stage driver, July 19, 1877." Another marginal notation signifies that O'Brian made all the payments, as required by the agreement, by September 23, 1878, and that the deed was thus passed.

**JOHN J. LARUE, DECEASED, BY LUCY E. LARUE, EXECUTRIX AND ATTORNEY IN FACT TO JAMES W. LARUE – dated March 6, 1866.**

On March 6, 1866, a deed was entered in Deed Book 6, page 74, Larue County Circuit Court, stating:

This Deed between Lucy E. Larue Executrix of John J. Larue by her agent and attorney in fact. John J. Larue of the first part and James W. Larue of the Second part. Witnesseth that the said party of the first part in consideration of three hundred dollars in hand paid the receipt of which is hereby acknowledged do hereby sell grant and convey to the party of the second part his heirs and assigns the following described property being all of the unsold land that belonged to the aforesaid John J. Larue dec'd that his is **what is known as the Thomas Middleton ten thousand acre survey lying in Larue County Ky on the waters of Nolin, Knob Creek and Rolling Fork.** It is understood that this deed is only intended to convey what land there may be yet unsold in said survey be the same more or less and all the right title interest and claim that the said parties of the first part have in and to any of the aforesaid land is hereby conveyed to the party of the second part and to his heirs and assigns forever.

**Larue County Court Clerk's office, Deed Book 6, Page 74 (Roll No. 409405, Kentucky Department of Libraries and Archives, Frankfort, Kentucky).**

Evidently, John J. Larue, an early Kentucky landholder, had patented land on the waters of Nolin, Knob Creek, and Rolling Fork in his name. These lands were caught up in the litigation that ultimately drove Thomas Lincoln out of Kentucky, over the "Thomas Middleton ten thousand acre survey."

## **XV. THE KNOB CREEK SITE**

As set forth in Part XIII, The Chain of Title, the site of the Knob Creek farm of Thomas Lincoln is clearly the same land where now stands the Abraham Lincoln Boyhood Home in LaRue County, Kentucky, owned by the Lincoln Boyhood Home, Inc., and The Lincoln National Bank of Hodgenville, Kentucky. The title to the land can be clearly traced to George Lindsey, Thomas Lincoln's landlord at Knob Creek.

It is the opinion of the author that the Thomas Lincoln cabin was on the west side of the turnpike, probably near where the rebuilt cabin now stands.<sup>103</sup> The best bottomland is found west of the turnpike. Given that Thomas Lincoln farmed only thirty (30) acres and that Abraham Lincoln remembered the largest pasture being only seven (7) acres, the bottomland on the west side of the turnpike is the obvious site of the farm. Thomas Lincoln and his family would have actually lived near his lands, animals, and outbuildings. There just does not appear to be enough good land on the east side of the turnpike to support any thirty (30) acre farming operation. The land is too rough, cut by streams and the imposing hillsides. The rock ledges on the west side of the turnpike also seem to match Austin Gallaher's remarks in his memoirs about the "nice stone," whereon he and Lincoln played together.

This, of course, is not to say that a cabin site did not exist near the spring noted by Grace Kastor Mather, or that the spring was not used by Thomas Lincoln. Rather, it is to say that Thomas Lincoln undoubtedly chose the best thirty (30) acres of George Lindsey's available tract, and that would be on the west side of the turnpike.

Several local citizens, including a Robert Thompson, were present when the Gallaher cabin was torn down and the logs used to build a representation of the Thomas Lincoln cabin at the Abraham Lincoln Boyhood Home site in 1931. Robert Thompson asserted that his father, Steve Thompson, grew up in the area at the time the Lincolns lived there, and that the site where the cabin now stands was the site of the original cabin. Whether he actually knew that fact from his father is not known.

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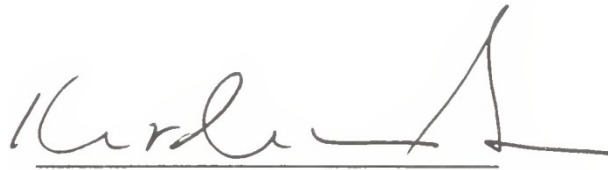
<sup>103</sup> Having established the chain of title to the land, one question remains: was the Thomas Lincoln cabin on the east side of the Bardstown and Green River Turnpike or the west side? The late Dr. R. Gerald McMurtry, a distinguished Lincoln scholar, published a statement made by Judge Otis W. Mather of Hodgenville, Kentucky, which Mather heard from Grace Kaster Mather on June 14, 1924. Judge Mather related that Mrs. Mather, whose grandmother was Rebecca Redmon West, the daughter of George Redmon, said that Mrs. West would, as a child, play around the site of the Lincoln cabin. She claimed her grandmother said that site was near a spring in "Sugar Camp Hollow." That would likely place the Lincoln cabin on the east side of the Bardstown and Green River Turnpike, opposite from the site of the Abraham Lincoln Boyhood Home. McMurtry, R. Gerald, "The Knob Creek Home of Thomas Lincoln," 48 *Lincoln Herald*, No. 1 (February, 1946) p. 18.

## CONCLUSION

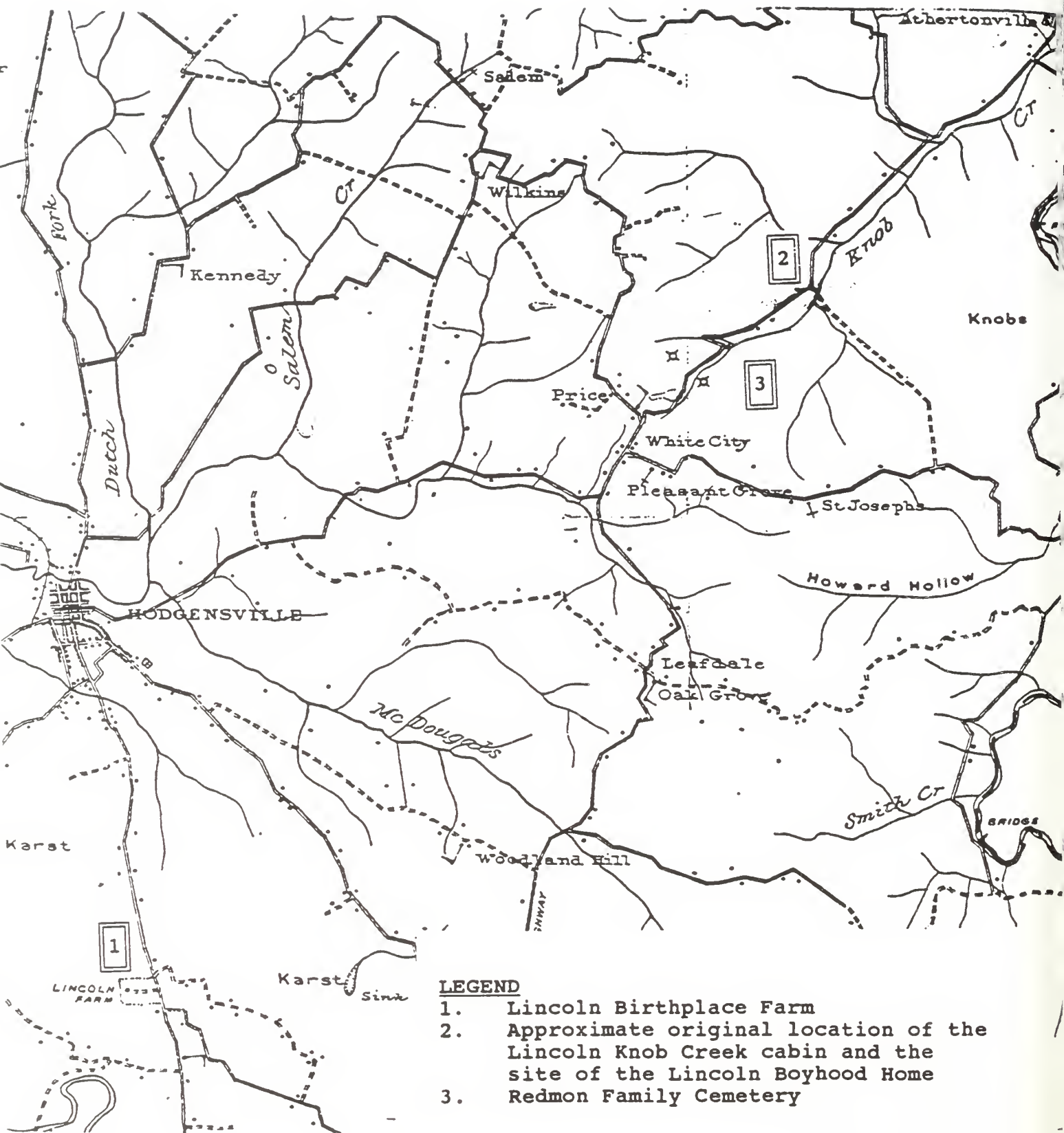
The approximately two hundred (200) acre tract, known as the Abraham Lincoln Boyhood Home, does, in fact, contain the site of Thomas Lincoln's Knob Creek farm. It is the only farm in Kentucky Abraham Lincoln actually remembered. The present owners of the tract, the Abraham Lincoln Boyhood Home, Inc. and The Lincoln National Bank of Hodgenville, Kentucky, have good and lawful title thereto, and the tract is traceable all the way back to George Lindsey, Thomas Lincoln's landlord. Those two facts the undersigned, a member of the Bar of the Commonwealth of Kentucky, hereby certifies.

To include the Knob Creek farm in the national historic site would be the culmination of the dreams of many Lincoln scholars, such as Louis A. Warren, R. Gerald McMurtry, William H. Townsend, and many more, as well as good for the American people and their understanding of Abraham Lincoln and early nineteenth century America.

By:

A handwritten signature in dark ink, appearing to read 'Kent Masterson Brown', written over a horizontal line.

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Map adapted from McMurtry, R. Gerald,  
 "Re-discovering the Supposed Grave of  
 Lincoln's Brother," 48 *Lincoln Herald*,  
 No. 1 (February, 1946), p. 16.





