

Mont Chateau Club

L-418  
P3505

Dr. ISRAEL C. WHITE



P3505





Club House

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# Mont Chateau Club



## HISTORY AND REPORTS

SUBMITTED BY THE

Officers of the Club



PITTSBURGH, PA.

MAY, 1st, 1921

# *Report on the Purpose and Organization of the* **MONT CHATEAU CLUB**

*Submitted by MR. FRANK MOORE, President,*

*May first, nineteen hundred and twenty-one*

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In the summer of 1919 a party of gentlemen from Pittsburgh were the guests of Mr. Joseph H. McDermott at his beautiful summer home on the Cheat River, Monongalia County, West Virginia.

At that time the Mont Chateau Inn was in operation, and, noting the beauty of the location, its natural surrounding and scenery, it became the unanimous thought of all the gentlemen that it would be an ideal location for a Club. The Inn, together with the numerous cottages and the spacious grounds, and its location on the Cheat River, appealed to them as an ideal site which would also be appreciated by the families of any members, and it was then decided that if the property could be purchased for a proper consideration, an effort would be made by the parties to take over the property as a Club, and to organize the same, keeping in mind not only a summer resort but an all year around resort.

Upon returning to Pittsburgh a temporary organization was formed, and arrangements entered into for the purpose of acquiring the land and the improvements thereon, which finally resulted in the purchase and the taking over the property, hotel and cottages, as is more fully explained in the following reports;—

It is approximately eighty-five (85) miles from the City of Pittsburgh to the Club by automobile, and may be reached in approximately three and one-half (3½) to (4) hours over the Lincoln Highway or National Pike routes. It may be also reached by railroad by the way of Morgantown, West Virginia, on the Pennsylvania Railroad, Baltimore & Ohio Railroad and the Pittsburgh & Lake Erie Railroad, in three and one-half hours, and then by automobile from Morgantown the Club may be reached in thirty minutes.

Every condition exists which would add to the health, entertainment; convenience and comfort of the Members. Boating, fishing, bathing, mountain-climbing—are all available. Every thought is given to the comfort and protection of the Members, their families and guests.

Believing that the Club is to be complimented on acquiring this property, and that the added improvements will meet with their approval, I respectfully submit this report.

*Frank Moore*

*President.*

QUARRY RUN RIFFLE

*Report on the Purpose and Organization of the*  
**MONT CHATEAU CLUB**

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*May first, nineteen hundred and twenty-one*

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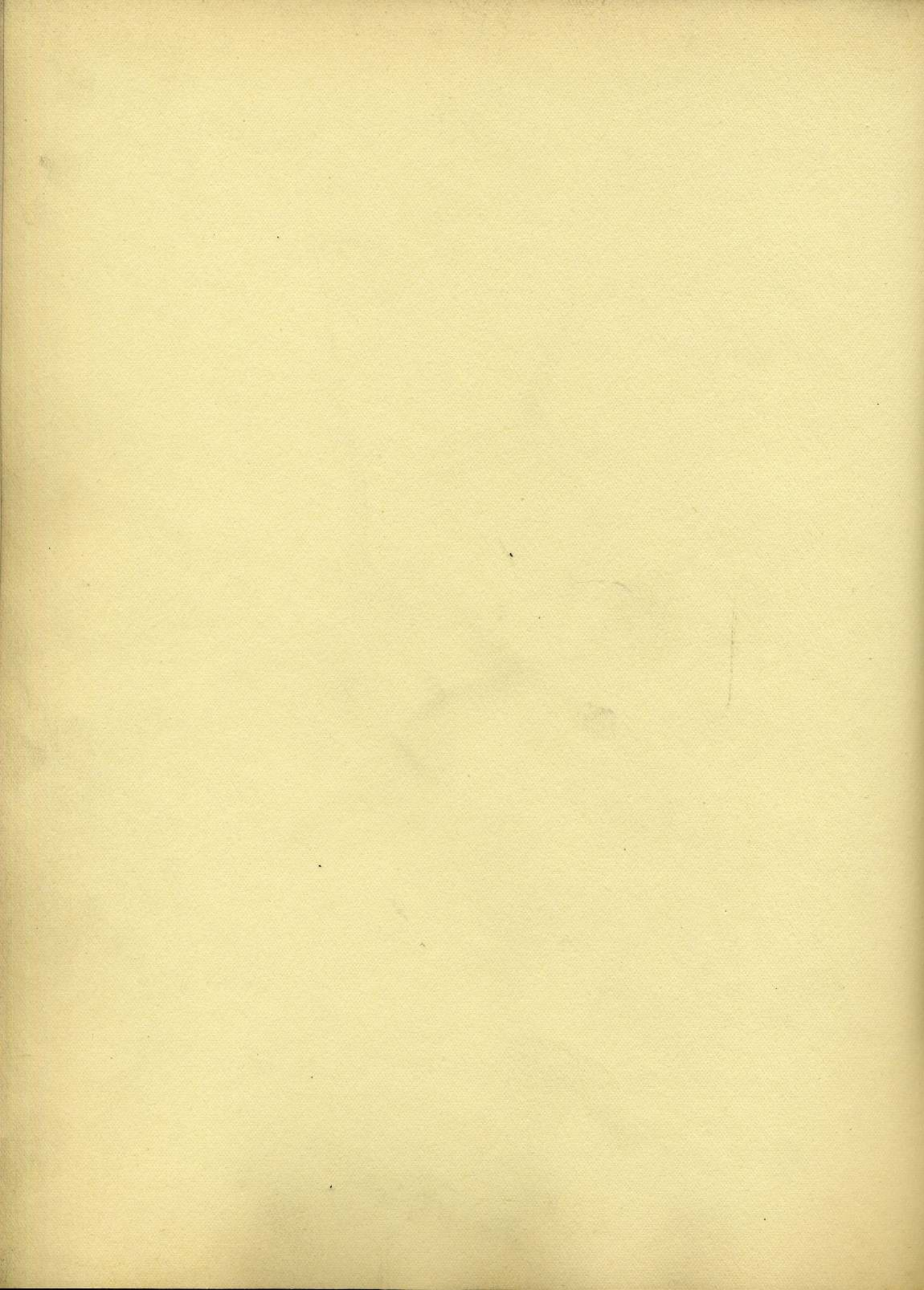
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*Frank Moore*

*President.*

FRANK MOORE





# *Report on Attractions and Improvements at the* **MONT CHATEAU CLUB**

*Submitted by* **FREDERICK C. BAIRD, Vice President,**

*May first, nineteen hundred and twenty-one*

At the time of acquiring the property it was apparent that by reason of the condition of the buildings, many radical improvements would be required.

After a careful and exhaustive study by building and fixture experts, the Clubhouse interior was thoroughly remodeled to the extent that all sleeping apartments, as well as the Clubhouse in general, were equipped with individual baths and necessary sanitary fixtures

A Delco Light Plant was installed providing adequate electric light for the Clubhouse, cottages and grounds.

A deep water well was drilled that pure and cold drinking water be available at all times.

Hot water lines were placed and all plumbing modernized.

All buildings painted where necessary.

The road or driveway approach was closed in front of the Clubhouse, and all available ground was sodded and parked.

The grounds in the immediate vicinity of the Clubhouse were thoroughly grubbed, parked, and now present a most pleasing appearance.

A cut stone wall was built at the edge of the bench upon which the Clubhouse is located, at an elevation of about one hundred and fifty feet above the river level. This improvement added greatly to the natural beauty of the property and its environment, and affords full protection against accidents.

The foregoing enumerates only the major improvements, the minor ones being too numerous to recite in a brief report.

All improvements were undertaken only after intensive study as to character, cost, etc., and the wonderful improvement of the property in general most adequately reflects the time, money and energy that has been expended thereon.

Necessary facilities will be provided that the bathing and boating possibilities of the Cheat River may be fully utilized.

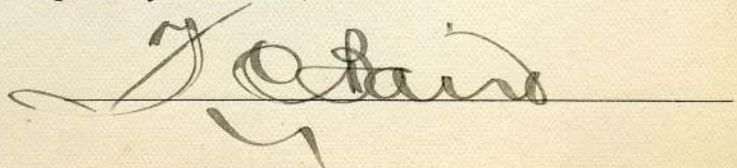
The Cheat River, as well as the immediate lateral streams have been stocked with bass and trout, and it is confidently expected that two or three years will produce unexcelled fishing for those of our members who enjoy that sport.

For those who enjoy hiking, the old Indian trails of perhaps many centuries over which the pioneers came to Pittsburgh from Chesapeake Bay via Cumberland Gap, and to whose industry and energy silent monuments such as moss, and tree-grown charcoal iron furnaces, and tumbled stone cottages in which they lived, are still in evidence. There is a world of interest, pleasure and recreation; in fact, they may enjoy closing their eyes and romancing themselves into the shoes of the men who carved their way through the Allegheny Mountains, and as they proceeded westward developed the natural resources of the new world.

Within easy walking distance is a volcanic district known as Rock City, created by an upthrust of the sandstones of that district split into streets, and from the top of which you can look down into the crowns of big native oak trees. When you emerge from this city you arrive at "Cooper's Rock" balanced out over the Cheat River Valley, and from which you look straight down thirteen hundred feet into the Cheat River. The story of this tremendous rock can best be told on the site.

This district is a miniature of the Rockies, only three and one-half to four hours motor drive from Pittsburgh, and I look forward to the time when all of our members will be as enthusiastic over its possibilities as are the originators of this Club.

Respectfully submitted,



**MONT CHATEAU CLUB**  
*A Review and Report having to do with the  
Financial Affairs of the Club.*

---

*Submitted by SAMUEL E. DIESCHER, Treasurer.*

---

The report on the financial condition of the Mont Chateau Club is covered by the letter following, signed by Messrs. S. W. Birch, who has kept the accounts of the Club, and by M. R. DeFrance, who was selected by Mr. Frank Moore, President of the Club, to make a joint report on the finances. It will be noted that this letter is signed by both of the before-named gentlemen, and covers the matter fully.

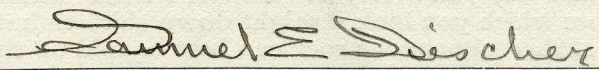
The property was purchased on the 3rd day of February, 1920. The last step taken in the transaction and the delivery of the deed took place on May 6th, 1920.

Details of cost of work done and any other expenditures occurring up to the date of this report, are covered in the reports submitted by the Treasurer to the Committee from time to time all of which reports are on file.


Only such additions, alterations and improvements were made as are permanent, and are of a kind which will take care of further development and growth of the Club.

Thorough discussion and consideration was given by the officers of the Club to every detail involving the expenditure of money, and the results attained show to the members that the improvements made will add to the value of the property, and to the comfort and convenience of all who visit the Club.

Respectfully submitted,

  
\_\_\_\_\_  
*Treasurer*





CHEAT GORGE

## MONT CHATEAU CLUB

### *A Review and Report having to do with the Financial Affairs of the Club.*

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Submitted by **SAMUEL E. DIESCHER**, *Treasurer.*

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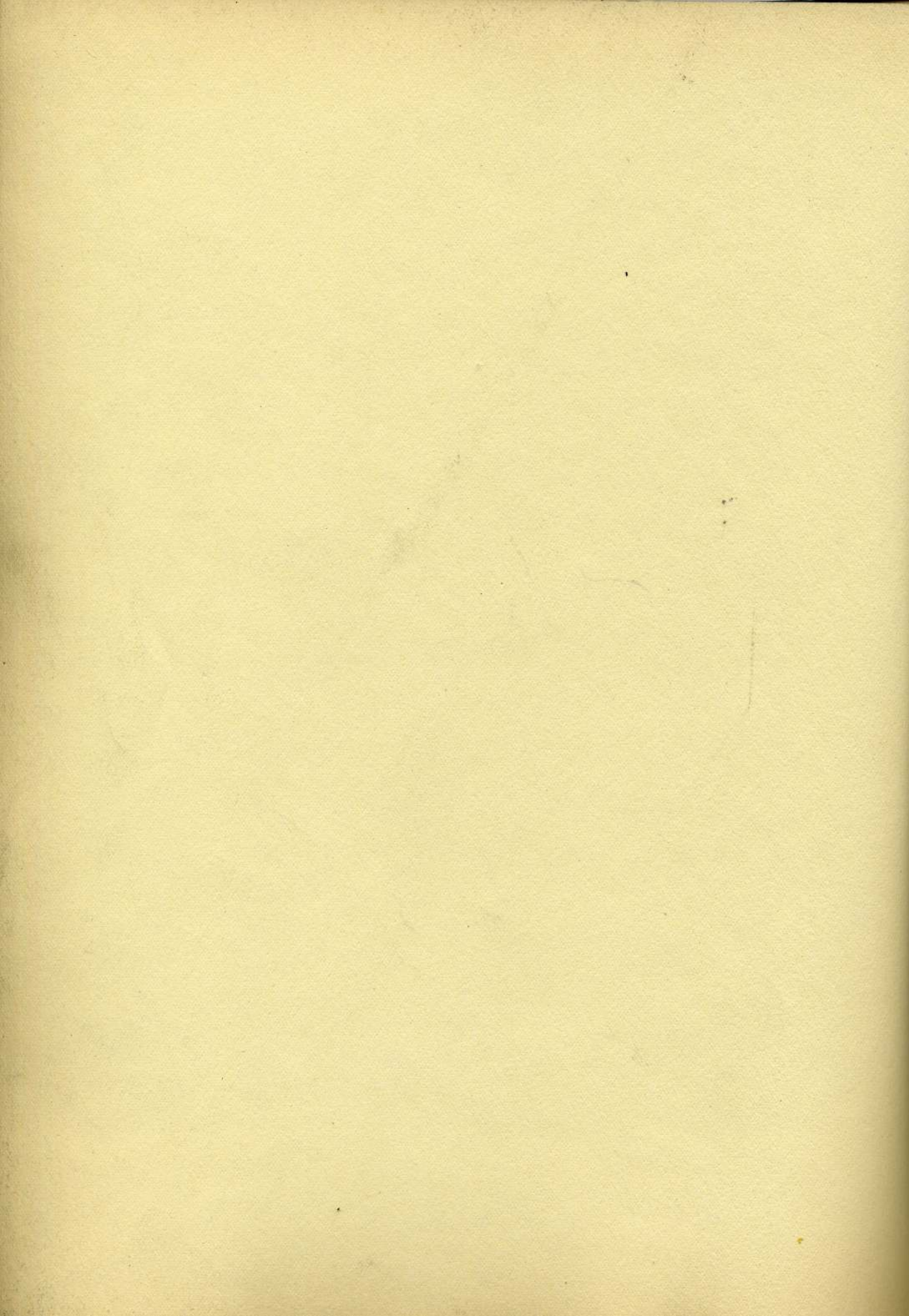
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Respectfully submitted,

  
\_\_\_\_\_  
*Treasurer*

GEORGE CHATEAU





Pittsburgh, Pa., March 15th, 1921.

MR. SAMUEL E. DIESCHER,  
2112 Farmers Bank Building,  
Pittsburgh, Penn'a.

DEAR SIR: —

Pursuant to your instructions, we have prepared from your books, records and accounts of the Mont Chateau Club of which you are trustee, from April 30th, 1920 to February 28th, 1921, a financial report and are presenting same herewith, scheduled as follows:

SCHEDULE "A": Stockholders.

SCHEDULE "B": Trial Balance showing accounts in detail.

SCHEDULE "C": Detail of Construction Cost.

SCHEDULE "D": Income Profit and Loss Statement. The Surplus mentioned as of April 30, 1920, is the balance of entrance fees amounting to \$4,000.00 left over after deducting expenses as follows:

Stationery and Telephone	- - - -	\$ 22.00	
Miscl. Exp. and Trav. Exp.	- - - -	136.50	
Feed for Horses and Stable Supplies		112.52	
Butter, Eggs and Cheese; Meats, Groceries;			
Milk and Cream	- - - -	118.52	
Wages, Help	- - - -	247.81	
Superintendent's Salaries	- - - -	450.00	
Laundry	- - - -	4.80	
Auto Truck Gas and Oil	- - - -	5.10	
Repairs to Buildings	- - - -	8.50	\$1,105.75

The balance of the income was received and earned since April 30th, 1920 and the expenses mentioned were incurred and paid since April 30th, 1920.

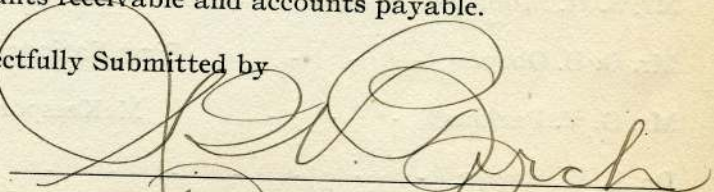
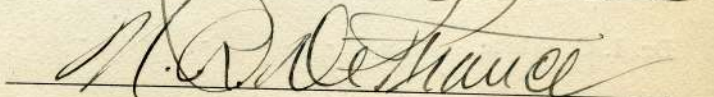
SCHEDULE "E": Balance Sheet.

SCHEDULE "F": Recast Trial Balance. This Trial Balance has been compiled in order to show the accounts receivable and accounts payable, particularly those affecting the purchase of Real Estate and members' subscriptions to stock, also cost of remodeling Club House and the construction of a Power Plant, Water Well, etc.

SCHEDULE "G": Recast Balance Sheet. This Balance Sheet has been compiled in order to show effect of purchase of Real Estate and accounts receivable and accounts payable.

SCHEDULE "H": Detail of accounts receivable and accounts payable.

Respectfully Submitted by

**Stockholders**

**MONT CHATEAU CLUB**

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Mr. F. C. Baird	- - - - -	Duquesne Club, Pittsburgh, Penn'a.
Mr. J. B. Coates	- - - - -	Pittsburgh Malleable Iron Co., Pittsburgh, Penn'a.
Mr. S. E. Diescher	- - - - -	No. 2112 Farmers Bank Building, Pittsburgh, Penn'a.
Mr. A. P. Diescher	- - - - -	No. 2112 Farmers Bank Building, Pittsburgh, Pa.
Mr. H. C. Greer,	- - - - -	Morgantown, W. Va.
Mr. J. M. Haverty	- - - - -	Frick Building, Pittsburgh, Penn'a.
Mr. A. L. Humphrey	- - - - -	Westinghouse Air Brake Co., Pittsburgh, Penn'a.
Mr. J. L. Keener	- - - - -	Morgantown, W. Va.
Mr. E. M. Love	- - - - -	Oliver Building, Pittsburgh, Penn'a.
Mr. Geo. T. Ladd	- - - - -	First Nat'l. Bank Building, Pittsburgh, Penn'a.
Mr. Frank Moore	- - - - -	Farmers Bank Building, Pittsburgh, Penn'a.
Mr. W. R. McAbee	- - - - -	Duquesne Club, Pittsburgh, Penn'a.
Mr. Wm. McConway	- - - - -	48th and A. V. R. R., Pittsburgh, Penn'a.
Hon. J. H. McDermott	- - - - -	Morgantown, W. Va.
Mr. S. H. Moon	- - - - -	5761 Bartlett Street, Pittsburgh, Penna.
Mr. G. B. Obey	- - - - -	First National Bank Building, Pittsburgh, Penn'a.
Mr. G. V. Parkins	- - - - -	McKeesport Tin Plate Co., McKeesport, Penna.
Dr. L. W. Swope	- - - - -	Park Building, Pittsburgh, Penn'a.
Dr. I. C. White	- - - - -	Morgantown, W. Va.

**TRIAL BALANCE**  
**"MONT CHATEAU CLUB"**

**SAMUEL E. DIESCHER, Treasurer**

*February twenty-eighth, nineteen hundred and twenty-one*

Auto Truck - - - - -	\$ 715.91	
Auto Accessories - - - - -	192.02	
Auto Gas - - - - -	257.83	
Auto Oil - - - - -	47.55	
Auto Truck Expenses - - - - -	156.58	
Stock - - - - -		19,000.00
Butter, Eggs and Cheese - - - - -	375.60	
Bed Clothing - - - - -	306.80	
Mr. F C. Baird - - - - -		200.00
Cash - - - - -	580.78	
Cottage Earnings - - - - -		898.00
Cow Feed - - - - -	50.00	
Mr. J. B. Coates - - - - -	10.00	
Mr. Samuel E. Diescher - - - - -		14,982.66
Dining Room Supplies - - - - -	12.55	
Dining Room Earnings - - - - -		3,510.20
Entrance Fees - - - - -		6,000.00
Farm Equipment - - - - -	127.50	
Furniture and Fixtures - - - - -	219.08	
Horse Feed - - - - -	201.38	
Farm Supplies - - - - -	59.64	
Fuel - - - - -	103.12	
Groceries - - - - -	1,411.24	
Forward - - - - -	\$4,827.58	\$44,590.86

*Trial Balance. February 28th, 1921. Continued*

Brought Forward	\$ 4,827.58	\$44,590.86
Gas, Power House	59.55	
Garden Earnings		57.39
Horse	300.00	
Horse Shoeing	6.50	
Harness	11.00	
House Salaries	2,063.13	
House Furnishings	23.53	
Mr. John M. Haverty		1,000.00
Ice	36.90	
Ice Cream	19.50	
Insurance	738.96	
Kitchen Equipment	25.42	
Kitchen Supplies	26.02	
Laundry	219.61	
Mr. E. M. Love		5,000.00
Lamb	9.00	
Lawn Tennis Equipment	57.50	
Legal Fees	1,800.00	
Mr. Frank Moore		8,915.25
Mont Chateau Club Cash Account	93.30	
Meats	1,038.32	
Milk and Cream	234.37	
Miscellaneous Expenses	219.46	
Miscellaneous Earnings		11.72
Newspapers	6.50	
Office Salaries	2,450.00	
Forward	\$14,266.15	\$59,575.22



*Trial Balance. February 28th, 1921. Continued.*

Brought Forward	- - - - -	\$14,266.15	\$59,575.22
Oil, Power House	- - - - -	119.30	
Poultry	- - - - -	224.75	
Postage	- - - - -	4.25	
Mr. G. V. Parkins	- - - - -		1,200.00
Pastry	- - - - -	14.75	
Real Estate	- - - - -	15,343.00	
Refreshments	- - - - -	9.00	
Repairs to Power House	- - - - -	65.18	
Surplus as of April 30th, 1920	- - - - -		2,894.25
Stationery	- - - - -	149.00	
Telephone	- - - - -	85.60	
Traveling Expenses	- - - - -	188.74	
Property Tax	- - - - -	172.32	
Construction Cost as per attached list	- - - - -	33,027.43	
		\$63,669.47	\$63,669.47

**CONSTRUCTION COST**

**"MONT CHATEAU CLUB"**

*February twenty-eighth, nineteen hundred and twenty-one*

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Architect's Services	- - - - -	\$ 1,208.26
Drayage	- - - - -	12.00
Hardware	- - - - -	480.39
Plumbing Work	- - - - -	3,928.00
Paint and Supplies	- - - - -	1,456.26
Wages, Help—Carpenters, Painters, Stone Masons and Laborers	- -	15,213.97
Water Well	- - - - -	1,174.32
Roofing Materials etc	- - - - -	839.65
Brick, Cement, Lime, Lath, Lumber, Plaster, Sash and Tile	- - - - -	2,465.82
Building Repairs, etc	- - - - -	164.69
Electrical Work—Main Bldg. and Power House Equipments	- - - - -	5,850.92
Windows, Doors and Glass	- - - - -	233.15
<b>TOTAL</b>	- - - - -	<u>\$ 33,027.43</u>

**"MONT CHATEAU CLUB"**

**SAMUEL E. DIESCHER, Treasurer**

*Income Profit and Loss Statement as of February twenty-eighth  
nineteen hundred and twenty-one*

**INCOME**

Entrance Fees	- - - - -	\$ 6,000.00
Cottage Earnings	- - - - -	898.00
Dining Room Earnings	- - - - -	3,510.20
Garden Earnings	- - - - -	57.39
Miscellaneous Earnings	- - - - -	11.72
Surplus as of April 30th, 1920	- - - - -	\$ 2,894.25
		\$13,371.56

**EXPENSES**

Auto Accessories	- - - - -	\$192.02
Auto Gas	- - - - -	257.83
Auto Oil	- - - - -	47.55
Auto Truck Expenses	- - - - -	156.58
Butter, Eggs and Cheese	- - - - -	375.60
Cow Feed	- - - - -	50.00
Dining Room Supplies	- - - - -	12.55
Horse Feed	- - - - -	201.38
Farm Supplies	- - - - -	59.64
Fuel	- - - - -	103.12
Groceries	- - - - -	1,411.24
Gas, Power House	- - - - -	59.55
Horse Shoeing	- - - - -	6.50
Forward	- - - - -	\$2,933.56
		\$13,371.56

*Income Profit and Loss Statement. February 28th, 1921. Continued.*

<b>INCOME</b>	(Brought Forward) - - - - -	\$ 13,371.56
<b>EXPENSES</b>	(Brought Forward) - - - - -	\$ 2,933.56
House Salaries	- - - - -	2,063.13
Ice	- - - - -	36.90
Ice Cream	- - - - -	19.50
Insurance	- - - - -	738.96
Kitchen Supplies	- - - - -	26.02
Laundry	- - - - -	219.61
Legal Fees	- - - - -	1,800.00
Meats	- - - - -	1,047.32
Milk and Cream	- - - - -	234.37
Miscellaneous Expenses	- - - - -	219.46
Newspapers	- - - - -	6.50
Office Salaries	- - - - -	2,450.00
Oil, Power House	- - - - -	119.30
Poultry	- - - - -	224.75
Postage	- - - - -	4.25
Pastry	- - - - -	14.75
Refreshments	- - - - -	9.00
Repairs to Power House	- - - - -	65.18
Stationery	- - - - -	149.00
Telephone	- - - - -	85.60
Traveling Expenses	- - - - -	188.74
Property Tax	- - - - -	172.32
Surplus carried to Balance Sheet	- - - - -	543.34
		\$13,371.56 \$13,371.56

**"MONT CHATEAU CLUB"**

**SAMUEL E. DIESCHER, Treasurer**

*Balance Sheet as of February twenty-eighth, nineteen hundred and twenty-one*

<b>ASSETS</b>		<b>LIABILITIES</b>	
Cash	\$ 580.78	Stock	\$19,000.00
Cash Account Mont Chateau Club	93.30	Advances	
Real Estate	15,343.00	Mr. Samuel E. Diescher	14,982.66
Auto Truck	715.91	Mr. Frank Moore	8,915.25
Horse	300.00	Mr. E. M. Love	5,000.00
Bed Clothing	306.80	Mr. G. V. Parkins	1,200.00
House Furnishings (New)	23.53	Mr. John M. Haverty	1,000.00
Accounts Receivable	10.00	Mr. F. C. Baird	200.00
Farm Equipment	127.50	Surplus	543.34
Furniture and Fixtures (New)	219.08		
Harness	11.00		
Kitchen Equipment	25.42		
Lawn Tennis Equipment	57.50		
Construction Cost as Per Attached list	-33,027.43		
	<u>\$ 50,841.25</u>		<u>\$ 50,841.25</u>

*Recast Trial Balance of Mont Chateau Club Trustee  
To Show Effect of Accounts Receivable and Accounts Payable  
as of February twenty-eight, nineteen hundred and twenty-one*

Real Estate	\$30,000.00
Buildings	37,606.78
House Furnishings	2,088.82
Electric Plant and Equipment	5,935.40
Water Well	1,174.32
Auto Truck and Accessories	907.93
Horse	300.00
Farm Equipment	138.50
Lawn Tennis Equipment	57.50
Tools	9.26
Auto Gas and Oil	305.38
Auto Expenses	156.58
Power House Gas and Oil	178.85
Power House Repairs	65.18
Feed for Stock	251.38
Farm Supplies	59.64
Fuel	103.12
Miscellaneous Supplies	225.96
Groceries and Provisions	3,430.73
House Help and Labor	2,063.13
Laundry	219.61
Telephone	90.30
Insurance	832.71
Taxes	172.32
Forward	\$86,373.40

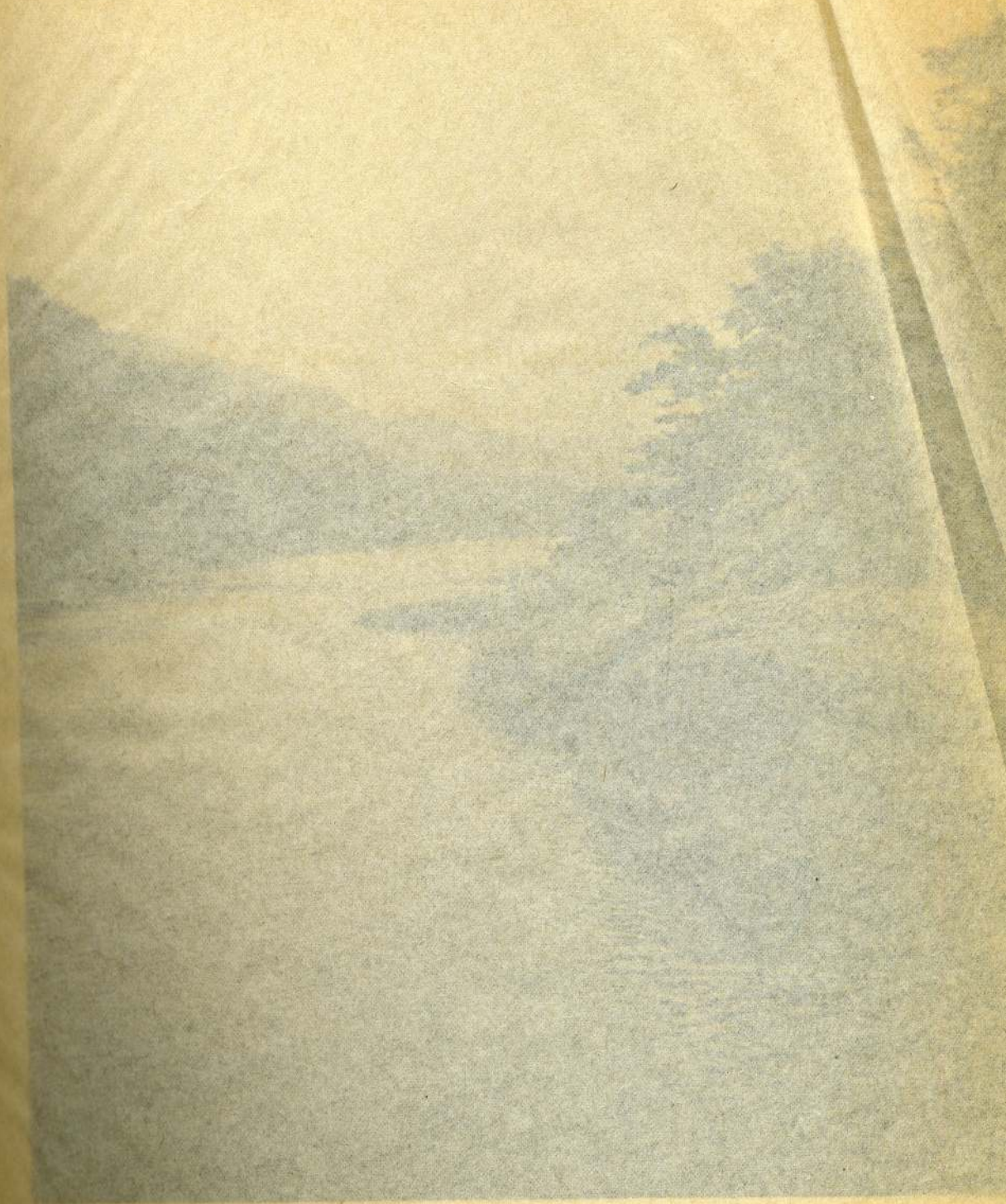
*Recast Trial Balance. February twenty-eighth, nineteen hundred and twenty-one.*

Brought Forward	- - - - -	\$86,373.40	
Superintendent's Office Salaries	- - - - -	2,450.00	
Traveling Expenses	- - - - -	188.74	
Stationery and Postage	- - - - -	159.75	
Legal Expenses	- - - - -	1,800.00	
Cash "Pittsburgh"	- - - - -	580.78	
Cash "Morgantown"	- - - - -	93.30	
Accounts Receivable	- - - - -	3,010.00	
Stock	- - - - -		\$21,000.00
Cottage Rents	- - - - -		898.00
Steward's Accounts	- - - - -		3,510.20
Garden Returns	- - - - -		56.39
Miscellaneous Returns	- - - - -		11.72
Entrance Fees	- - - - -		7,000.00
Advances: Mr. Samuel E. Diescher	- - - - -		14,982.66
Mr. Frank Moore	- - - - -		8,915.25
Mr. E. M. Love	- - - - -		5,000.00
Mr. G. V. Parkins	- - - - -		1,200.00
Mr. John M. Haverty	- - - - -		1,000.00
Mr. F. C. Baird	- - - - -		200.00
Accounts Payable Current	- - - - -		2,986.50
Accounts Payable Property Purchase	- - - - -		25,000.00
Surplus	- - - - -		2,894.25
		<u>\$94,655.97</u>	<u>\$94,655.97</u>

**Recast Balance Sheet of Mont Chateau Club Trustee**  
**To Show Effect of Accounts Receivable and Accounts Payable**  
*as of February twenty-eighth, nineteen twenty-one*

<b>ASSETS</b>	<b>LIABILITIES</b>
Real Estate - - - - \$ 30,000.00	Stock - - - - - \$ 21,000.00
Building - - - - - 37,606.78	Advances - - - - - 31,297.91
Furnishings and Equipments 10,611.73	Property Purchase Accounts
Cash - - - - - 674.08	Payable - - - - - 25,000.00
Accounts Receivable - - 3,010.00	Accounts Payable - - - 2,986.50
	Surplus - - - - - 1,618.18
\$ 81,902.59	\$ 81,902.59





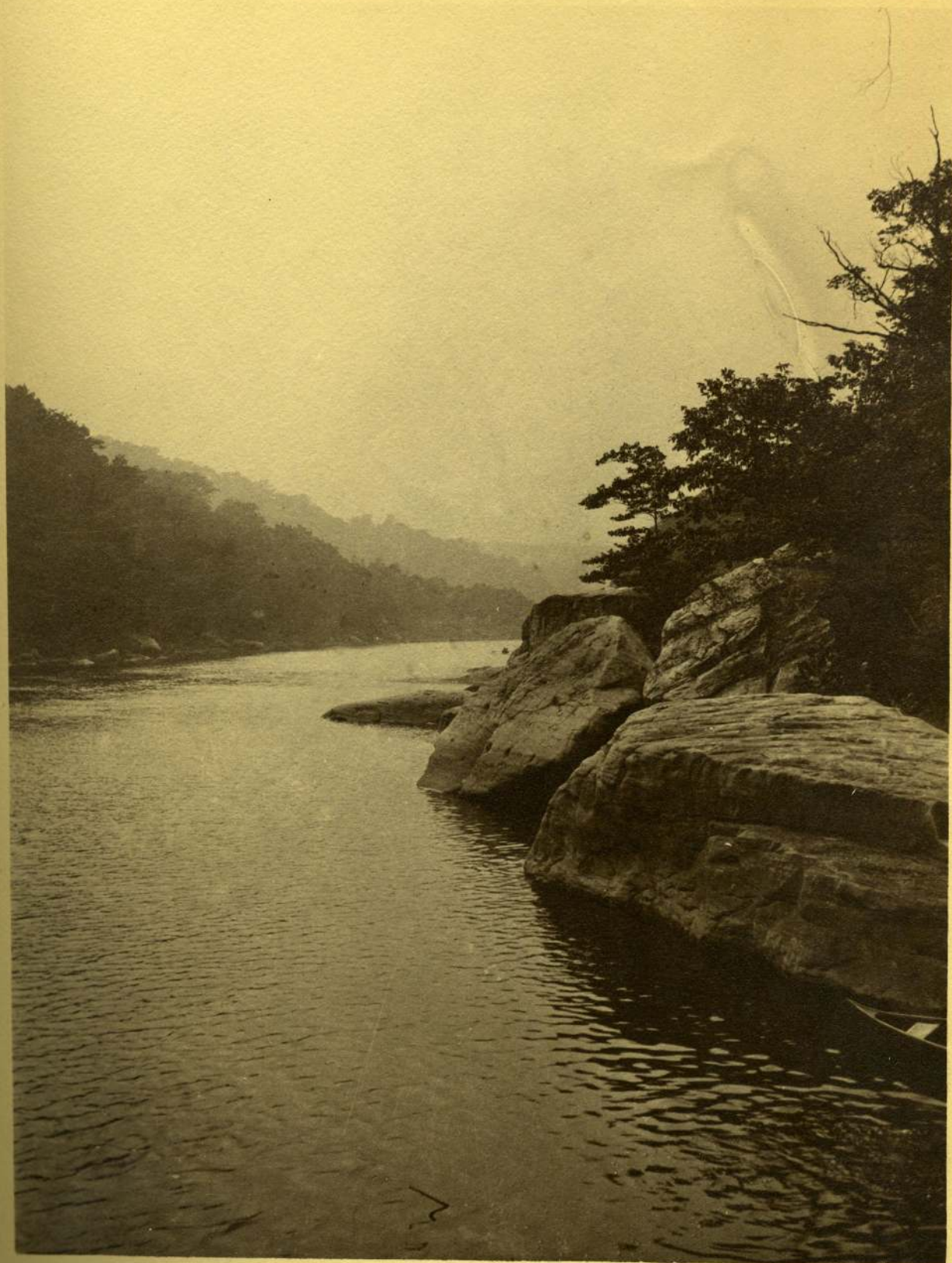
VIEW DOWN CHEAT

SCHEDULE "G"

*Recast Balance Sheet of Mont Chateau Club Trustee  
To Show Effect of Accounts Receivable and Accounts Payable  
as of February twenty-eighth, nineteen twenty-one*

ASSETS		LIABILITIES	
Real Estate	\$ 30,000.00	Stock	\$ 21,000.00
Building	37,606.78	Advances	31,297.91
Furnishings and Equipments	10,611.73	Property Purchase Accounts	
Cash	674.08	Payable	25,000.00
Accounts Receivable	3,010.00	Accounts Payable	3,980.50
		Surplus	1,618.18
	<u>\$ 81,902.59</u>		<u>\$ 81,902.59</u>

VIEW DOWN (HEAT)





"MONT CHATEAU CLUB"

*Statement*

*of Accounts Receivable and Accounts Payable  
as of February twenty-eighth, nineteen twenty-one*

**ACCOUNTS PAYABLE**

Standard Sanitary Manufacturing Co.	- . . . . -	\$2,000.00
Electrical Equipment Company	- . . . . -	84.48
Lillie C. Robison	- . . . . -	6.70
Chesapeake and Potomac Telephone Co.	- . . . . -	4.70
Demmler and Schenck Co.	- . . . . -	13.99
C. F. Baker	- . . . . -	12.03
Sanders and Miller	- . . . . -	93.75
Alden and Harlow	- . . . . -	592.50
J. R. Nuzum	- . . . . -	178.35

**ACCOUNTS RECEIVABLE**

From Members for Initiation, etc.,	\$3,010.00
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<u>\$2,986.50</u>	<u>\$3,010.00</u>
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**REPORT OF JOHN M. HAVERTY**  
**SECRETARY OF MONT CHATEAU CLUB**

*May first, nineteen hundred and twenty-one*

---

On February 8, 1920, at 3 o'clock P. M., a meeting was held at the Duquesne Club, Pittsburgh, Pa., at which there were present:

Mr. Frank Moore,  
Mr. Frederick C. Baird,  
Mr. Samuel E. Diescher,  
Mr. John M. Haverty.

The purpose of the meeting was to form a temporary organization of the Mont Chateau Club.

At this meeting, it was reported that Samuel E. Diescher, acting as Trustee, had made a payment of \$5,000.00 on account of the prospective purchase of property situate at Mont Chateau, Monongalia County, West Virginia.

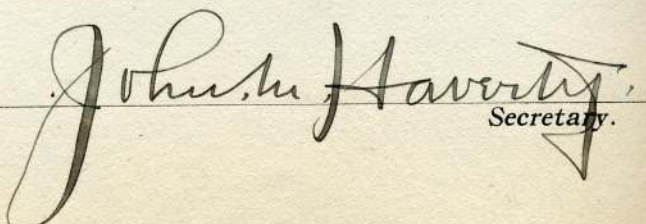
Mr. Frank Moore was elected President; Mr. Frederick C. Baird was elected Vice President; Mr. Samuel E. Diescher was elected Treasurer, and Mr. John M. Haverty was elected as Secretary.

Regular meetings were held from time to time, all as appears in the record of minutes of the Mont Chateau Club. Meetings were also held on the property of the club at Mont Chateau and all matters concerning improvements, expenditures and the general management of the club were thoroughly discussed before adoption.

On July 17th, 1920, there was donated to the club a victrola, complete with motor and records, by the officers of the club.

The first official reception and clam bake held by the Mont Chateau Club took place on Friday and Saturday, October 29th and 30th, 1920, and a record of same appears at length in the minutes of a meeting held November 4, 1920.

Respectfully submitted,

  
Secretary.

FROM CASTLE ROCK

REPORT OF JOHN M. HAVERTY  
SECRETARY OF MONT CHATEAU CLUB

May first, nineteen hundred and twenty-one

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Respectfully submitted,

John M. Haverty  
Secretary

Mont Chateau Club  
Pittsburgh







The following is a copy of a pamphlet issued years ago by the MONT CHATEAU HOTEL. It is submitted as memorandum, and contains matters of interest for future record.

---

**MONT CHATEAU  
INN  
AND COTTAGES**

---

*Amid the Cheat Mountains of West Virginia*

*Overlooking the Beautiful Cheat River*

POST OFFICE: - MORGANTOWN. W. VA.

---

**RATES**

**American Plan**

Transient rates, per day, .....\$ 5.00  
One person single room, per week,...30.00  
Two or more persons in a room,each 25.00  
Children under 7 years of age, per  
week ..... 17,50  
Cottages of three rooms, per month 75.00  
(Four to six guests to cottage)  
Meals to guests of cottages, per  
day..... 3.50  
Cooking prohibited in cottages  
Cottages completely furnished,  
running water, and within two  
minutes walk of the inn.  
Excellent table, all vegetables and fruits  
from our own gardens.

---

**RAILROADS**

B. & O., Pennsylvania, and Lake Erie.  
All trains met at Morgantown, W. Va.  
by appointment.

**FROM PITTSBURGH, PA.**

**Via. Automobile**

There are several routes.

We suggest the following:

Pittsburg to Finleyville to Monongahela City to Bentleyville to National Pike turn to left to Brownsville to Uniontown to Fairchance to Haydentown to Ices Ferry to Mont Chateau, 84 miles. Macadam Road all but last 6 miles, this good dirt road.

---

**AMUSEMENTS**

Boating, Bathing, Fishing, Tennis, &c.  
Mountain Walks, Beautiful Views  
Music by Schmertze's Jazz Orchestra

OPEN, MAY 29th to OCT. 1st.

Bell Phone,

Morgantown, W. Va. exchange.

A REVIEW OF LEGAL DOCUMENTS, PROCEEDINGS AND  
DATA CONNECTED WITH THE PURCHASE  
OF MONT CHATEAU.

*Submitted by JOHN M. HAVERTY, Attorney at Law.*

*May first, nineteen hundred and twenty-one*

---

Articles of agreement were entered into on August 23, 1919, between Alexander M. Voigt and Mary E. Voigt, his wife, Nellie V. Proctor and George S. Proctor, her husband, Harold A. Voigt and Adeline C. Voigt, his wife, of Pittsburgh, Pa., and Samuel E. Diescher, of Pittsburgh, Pa., giving to him, the said Samuel E. Diescher, the exclusive right or option to purchase at any time on or before January 1, 1920, the following hereinafter described property, to-wit:

ALL that certain tract or parcel of land situate in the district of Union, County Monongalia; and State of West Virginia, being the same property owned by Ellen M. Dean, and which she conveyed to the Mont Chateau Company by deed dated the 5th day of November, 1894, and being two certain tracts of land in said deed described, the one containing one hundred and fifteen (115) acres, and the other one (1) acre; excepting and reserving, however, therefrom a tract of six (6) acres partitioned to Lily C. Robinson, leaving a balance belonging to the said Mont Chateau Company of one hundred and ten (110) acres, more or less, and being the same property described in Exhibit No. 1 filled with the plaintiffs' bill in this cause, and being a deed from Ida V. Ley and others to said Ellen M. Dean dated the 29th day of September, 1893, which last deed conveys the interest of Ida V. Ley, William C. Ley and Anna J. Ley, and the other interest in said land having been conveyed to the said Ellen M. Dean on the 17th day of July, 1894, by Lily C. Robinson and husband, being a part of the same property formerly conveyed by George C. Sturgiss, Special Commissioner, to Christian S. Ley by deed dated 2nd day of June, 1871, which is recorded in the office of the Clerk of the County Court of Monongalia County in Deed Book No. 9, page 227, New Series, and that other tract of land adjoining the above tract which was originally conveyed to the said Christian S. Ley by Richard F. Smith and wife and Harvey S. Chess by deed dated 13th day of May, 1879, and reference is here had to all of the said deeds herein mentioned for a full and complete description of the property aforesaid, which said property is situate on Cheat River, on the east side thereof, and being the same property conveyed to the said Cheat Mont Resort Company by the Mont Chateau Company by deed dated the 25th day of June, 1896, and duly recorded in the office of the Clerk of the County Court of Monongalia County in Deed Book No. 43, page 297.

For reference to further description in title, see Deed Book vol. 57, page 443, and subsequent chain of title, which is the property of the parties of the first part, in fee simple, excepting a piece of approximately one-third ( $\frac{1}{3}$ ) acre, which has been conveyed to one Joseph H. McDermott, of Morgantown, West Virginia, located at the junction of Quarry Run and the Cheat River.

TOGETHER with all improvements, fixtures and furnishings as therein and thereon contained, except as hereinafter noted:

The personal property excepted being such household goods and personal effects as owned by A. M. Voigt and wife, as indicated in a list hereto attached and marked Exhibit "A"; also certain furniture and personal effects of Mrs. Joseph P. Reed, as contained in a cottage which has been occupied by her, and which cottage is on the premises to be sold.

The said parties of the first part herewith reserve the right to dispose of two (2) horses and two (2) wagons, which are now on premises.

In said agreement, the said Samuel E. Diescher agreed to pay the sum of \$5,000.00 upon acceptance of option and the balance, \$35,000.00, was to be paid in cash on or before April 1, 1920. This agreement was duly signed and executed.

On December 30th, 1919; after interviews with the owners of the hereinabove described property, the following letter was submitted, and an extension was obtained as contained in said letter.

J. M. HAVERTY  
Frick Building  
PITTSBURGH, PA.

December 30th, 1919

MR. ALEXANDER M. VOIGT  
6921 Mead Street  
Pittsburgh, Pa.

Dear Sir:—

Under Articles of Agreement dated August 23rd, 1919, between Alexander M. Voigt and Mary E. Voigt, his wife, and Nellie V. Proctor and George S. Proctor, her husband, and Harold A. Voigt and Adeline C. Voigt, his wife, parties of the first part, and Samuel E. Diescher, party of the second part, an option was granted to the party of the second part to exercise by written acceptance, the right to purchase certain property therein described and indicated and generally referred to as approximately One Hundred and Ten (110) Acres, being known as Mont Chateau property, as reference to said Articles will more fully and at large appear.

Samuel E. Diescher has caused to be made certain surveys of the property as referred to in said option agreement and to the best of his information at this writing, a considerable discrepancy exists as to the number of acres, said difference being between the number of acres, approximately 110, in said option and the number of acres as shown by survey is 50 or 60, as determined by water lines. Certain other conditions have arisen with reference to title, which will require a little time to correct, and attorneys are at present working on an abstract and will require extra time to complete their work, due to unexpected conditions of record appearing. It is believed to be to the best interest of the parties to this agreement that an extension of the articles and option should be made for a period of thirty (30) days, to permit exact conditions to be determined and new arrangements, if necessary, to be entered into, and for that reason, Samuel E. Diescher requests that this thirty (30) days' extension in writing be granted so that the parties to the agreement may be mutually able to bring about a satisfactory solution of the conditions which have come to their attention.

As the option, according to its terms, must be accepted on or before January 1st, 1920, it is necessary that immediate action should be taken.

Kindly give this matter your immediate attention.

Very truly yours,

JMH:SWB

(Signed) JOHN M. HAVERTY

Dated December 31, 1919.

WITNESSETH our hands and seals the day and year above written:

In consideration of payment of One (\$1.00) Dollar and other valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned, do hereby grant to Samuel E. Diescher an extension of Thirty (30) days from January 1st, 1920, to agreement and option dated August 23rd, 1919.

ALEXANDER M. VOIGT (SEAL)  
MARY E. VOIGT (SEAL)  
NELLIE VOIGT PROCTOR (SEAL)  
GEORGE S. PROCTOR (SEAL)  
HAROLD A. VOIGT (SEAL)  
ADELINE C. VOIGT (SEAL)

On the 3rd day of February, 1920, an article of agreement was entered into between the parties hereinbefore mentioned, for the purchase of the said described property on or before May 1, 1920, for the consideration of \$40,000.00, of which sum \$5,000.00 was paid by Samuel E. Diescher and the balance was to be paid as follows:

\$15,000.00 on or before May 1st, 1920, and the balance, viz: \$20,000.00, to be secured by a mortgage payable one year from date, with the privilege to make payment on account of principal sum at any time, without notice, all as appears in the original executed agreement.

Possession was to be given upon delivery of deed.

On April 30th, 1920, the owners of the property agreed in writing to extend the period of closing of this transaction to May 8th, 1920. These extensions and details were brought about by conditions arising which interfered with the transfer of the property by General Warranty Deed, and which are hereinafter set forth.

However, to be perfectly protected, Mr. Samuel E. Diescher and I visited the office of the attorney representing the owners of the premises, prepared to make full cash tender and to deliver executed bond and mortgage, in the event that they were prepared to deliver a General Warranty Deed. As they were not in a position to make delivery of said General Warranty Deed, the extension of time for closing was agreed upon.

Immediately after entering into the article of agreement for purchase, Mr. David Reay, an attorney at Law of Morgantown, W. Va., arranged, on behalf of the purchaser, to make a complete examination and abstract of title of this property, and a copy of his letter, together with the report of Posten & Jarvis, Attorneys at Law, of Morgantown, W. Va., are herein set forth:

DAVID C. REAY,  
LAWYER,  
Morgantown, W. Va.

January 5th, 1920.

MR. FRANK MOORE and SAMUEL E. DIESCHER,  
Duquesne Club,  
Pittsburgh, Penna.

GENTLEMEN:

In accordance with your instructions, I have examined the abstract of title to the Mont Chateau Hotel property on Cheat River, owned by Mary E. Voigt, Nellie Voigt Proctor and Harold A. Voigt, prepared by Posten and Jarvis.

There are a great many defects in this title. I regard them as immaterial. While the abstract shows a great many unreleased encumbrances which constitute the most of these defects, it should be understood that this property has gone through four separate chancery suits and the various deeds of trust and vendor's liens which are noted as not released of record formally were taken care of in the decrees entered in these chancery proceedings. The Voigts have had title to this property since the year 1898, a period of practically twenty-two years, during that time, so far as I have been able to ascertain, their title has not been questioned. Holding the title as they have for twenty-two years adversely to all other claimants under color of title, with the taxes paid, in my opinion, is sufficient to vest in them a marketable title that can be successfully defended if attacked in Court.

Under all the circumstances of the case, I do not think you need to hesitate to close up for the property.

Very truly yours,  
(Signed) DAVID C. REAY

DCR : VF

ROSCOE P. POSTEN,  
ATTORNEY AT LAW,  
F. & M. Bank Building,  
MORGANTOWN, W. VA.

January 5th, 1920.

HON. FRANK MOORE,  
Duquesne Club,  
Pittsburgh, Penna.

DEAR SIR:—

We are enclosing under separate cover Abstract of Title of the Mont Chateau Hotel property and although the title in itself discloses several defects, in our opinion they are immaterial. We have set out the defects and discrepancies disclosed by the records in order that your attorneys may pass upon the same in view of all the facts. This property has been held by the Voigts for over twenty years and we do not learn of anyone ever having questioned their title. We are informed by the engineer that this tract includes between fifty and sixty acres, this variance depending upon the stage of the river. The property has always been conveyed as 115 or 110 acres, but the metes and bounds are indetical and there can be no question but that the property is the same

Our fee for preparing this title is \$150.00.

Trusting that you all will be able to close up this matter in a manner satisfactory to all concerned and with very kindest regards, we beg to remain,

Yours very truly,

RPP:VF.

(Signed) POSTEN AND JARVIS

After the submission of the abstract and report on examination of title, it came to our attention that a suit had been entered on March 16th, 1920, by the West Virginia Power & Transmission Company against the owners of this property, the basis of which suit is set forth in the following letter and agreement:

DAVID C. REAY  
LAWYER,  
MORGANTOWN, W. Va.

March 18th, 1920

SAMUEL E. DIESCHER, Esquire,  
Care Duquesne Club  
Pittsburgh, Pa.

Dear Mr. Diescher:

On Tuesday, March 16th, the West Virginia Power & Transmission Company instituted an attachment in equity in our Circuit Court against Mary E. Voigt and others, seeking to levy an attachment on the real estate owned by the Voigts on Cheat River, known as the Mont Chateau Inn property and which you and your associates are purchasing from the Voigts.

The basis of this suit is an agreement entered into on the 24th day of December, 1912, by and between Mary E. Voigt and others, parties of the first part, and Harold A. Dunn of Pittsburgh. Mr. Dunn, I understand, is the land agent of the West Virginia Power & Transmission Company, and I presume the contract between the Voigts and him was in the interest of this Company. This Company is, I presume, the successor in title to the original company which started to develop the hydro-electric power on the Cheat River some years ago.

I enclose you herewith a copy of the contract between the Voigts and Mr. Dunn. This contract is filed for record here. I understand that it is contented that the contract has been kept alive and that the Voigts have failed and refused to make a deed for the property upon demand to do so by him.

There was nothing of record against the property when it was abstracted but out of abundance of caution both Mr. McDermott and myself inquired of Mr. Alex. M. Voigt personally as to whether or not the hydro-electric company or its successor had any agreement with the Voigts for any of this property. We were informed by Mr. Voigt that at one time there had been such a contract but that it was long since dead. This, it seems to me, under the circumstances, is a question of proof and will have to be determined by the courts.



I write you thus, in order that you may be fully advised of all the circumstances and can take this matter up with Mr. Voigt and make such adjustment as may seem proper. You would not, of course, want to finally close the matter until the outcome of this litigation was finally determined.

You will observe by reading the contract that if in the end the Voigts were compelled to make a deed to the West Virginia Power & Transmission Company it would diminish the acreage considerably. It seems to me with the hydro-electric system installed it would enhance the remaining portion of your property for your purposes, but that, of course, is a question for you and your associates to decide. This information does not coincide with the information Mr. Voigt gave Mr. McDermott and myself and of course it is a question Mr. Voigt will have to litigate and settle himself. Mr. McDermott is conversant with the situation and informed me he will write you concerning it.

Kind regards and best wishes.

Sincerely yours,

(Signed) DAVID C. REAY.

DCR : VF  
1 Encl.

THIS AGREEMENT, Made and entered into this 24th day of December, A. D. 1912 by and between Mary E. Voigt and A. M. Voigt, her husband, Harold A. Voigt (a single man), of Union District, Monongalia County, West Virginia, and Nellie V. Proctor and George S. Proctor, her husband, of the City of Pittsburgh, State of Pennsylvania, parties of the first part, and Harold A. Dunn, of the City of Pittsburgh, State of Pennsylvania party of the second part.

WITNESSETH, That the said parties of the first part for the consideration hereinafter named do hereby contract and agree to grant, bargain and sell unto the said party of the second part, his heirs and assigns, all that portion of the tract of land hereinafter described which lies below the contour line, the elevation of which is 875 feet above mean sea level (U. S. G. S. datum), being that portion of said tract of land which will lie below the highest water level due to the construction of a dam in Cheat River by the party of the second part, his heirs or assigns, as at present contemplated and in process of construction; the said tract of land of which said part is hereby contracted to be sold being situate in Union District, Monongalia County, West Virginia, adjoins lands of S. S. Wade, et al (known as the Hilarity Club tract) lands of Lille C. Robinson, Kendall Lumber Company and others, and being that certain tract of land known as Mont Chateau Hotel property and being the same land in which an undivided  $\frac{1}{4}$  interest was conveyed by A. M. Voigt and wife to Nellie Voigt Proctor by deed dated September 11, 1899; of record in the office of the Clerk of the County Court in and for Monongalia County in Deed Book ————page———; and being the same in which an undivided  $\frac{3}{4}$  interest was conveyed by Frank Cox, Trustee, to Mary E. Voigt by deed dated September 9, 1899, and of record in the office aforesaid in Deed Book 51, page 218, and the same in which an undivided  $\frac{1}{4}$  interest was conveyed by the said Mary E. Voigt and husband to Harold A. Voigt by deed dated September 15, 1910, and of record in the office aforesaid in Deed Book 115, page 49.

The sum of Ten (\$10.00) Dollars is now paid by the said party of the second part, receipt whereof is hereby acknowledged. An additional sum of Four Thousand (\$4,000.00) Dollars is to be paid by the party of the second part upon the delivery to him, his heirs or assigns, by the said parties of the first part, of a deed conveying to him with covenants of General Warranty free and clear of all encumbrances and liens, the said lands lying below the highest water level above specified.

As a further consideration, however, for the said lands, the party of the second part hereby agree to construct a road for the use of the parties of the first part as now located upon the ground above the high water line of the proposed reservoir of the party of the second part, his heirs or assigns, from the Brandonville Pike to the said Mont Chateau Hotel tract, subject to a change of location by agreement of the parties hereto; said road to be equivalent in the standard of construction to the road along the river from the Morgantown-Uniontown Pike to the said Mont Chateau Hotel tract now used by the said parties of the first part.

And it is further agreed that in making said deed unto the said party of the second part the said parties of the first part shall reserve therein unto themselves, their heirs or assigns, full and uninterrupted rights to go upon and over the said lands to the waters of Cheat River wherever said waters may be; and also the same full and complete rights for domestic and pleasure purposes in and to the waters of the reservoir of the party of the second part and in and to any part of the land hereby convey not covered by water, which are now had and enjoyed by the said parties of the first part in and to the waters of Cheat River and the banks thereof; provided, however, that the exercise of the said rights shall in no way or manner interfere with or injure the party of the second part, his heirs or assigns in his purpose of storing water by means of the said dam.

Time is of the essence of this agreement and if the said party of the second part shall not within one year from the date hereof give notice in writing unto the said parties of the first part or any of them, of his election to purchase under this agreement, then this agreement shall be null and void and of no effect; but if the said party of the second part shall serve such notice then it shall be the duty of the said parties of the first part to deliver unto the said party of the second part, his heirs and assigns, within thirty days after service of such notice of election to purchase, a deed for the said lands as hereinabove mentioned and described.

And it is further understood and agreed that if the said party of the second part, his heirs or assigns, shall desire to extend the life of this agreement he may do so by the payment unto the said parties of the first part of the sum of Two Hundred (\$200.00) Dollars for such extension privilege, and the payment of the said sum within one year from date hereof shall extend the option to purchase under this agreement for an additional period of six (6) months from the date of expiration.

Witness the following signatures and seals.

Witness: A. H. McNAMEE.

MARY E. VOIGT, (SEAL)  
A. M. VOIGT, (SEAL)  
HAROLD A. VOIGT, (SEAL)  
NELLIE V. PROCTOR, (SEAL)  
GEORGE S. PROCTOR (SEAL)

Commonwealth of Pennsylvania, }  
County of Allegheny, } ss:

I, A. H. McNamee, a Notary Public in and for said County and State, do hereby certify that A. M. Voigt and Mary E. Voigt, his wife, George S. Proctor and Nellie V. Proctor, his wife, and Harold A. Voigt (a single man), whose names are signed to the writing above bearing date the 24th day of December, A. D. 1912, have this day acknowledged the same before me in my said County.

Given under my hand and official seal this 25th day of December, 1912.

My commission expires April 10, 1915.

(SEAL)

A. H. McNAMEE,  
Notary Public.

Pittsburgh, Pa., August 1, 1914.

The foregoing option, subject to the changes heretofore agreed to between said parties of the first part and myself, is hereby accepted and agreed to.

HAROLD A. DUNN (SEAL)

Commonwealth of Pennsylvania, }  
County of Allegheny, } ss:

I, William L. Paine, a Notary Public in and for the County and State aforesaid, do hereby certify that Harold A. Dunn, whose name is signed to the writing above, bearing date August 1, 1914, has this day acknowledged the same before me in my said County..

Given under my hand and official seal this 26th day of December, 1919.

My Commission expires February 21, 1923.

(SEAL)

WILLIAM L. PAINE,  
Notary Public.

State of West Virginia, }  
County of Monongalia, } to-wit:

I, John M. Gregg, Clerk of the County Court of said County, do hereby certify that the foregoing writing was this day produced to me in my said office and together with the certificate annexed was dully admitted to record therein.

Given under my hand this 27th day of December, 1919.

JOHN M. GREGG, Clerk.

My letter of April 22nd, 1920, and the reply of David C. Reay, Attorney, dated April 27th, 1920, is herein set forth:

April 22, 1920.

DAVID C. REAY, Esq.,  
Attorney at Law,  
Morgantown, W. Va.

DEAR MR. REAY:—

Certain conditions have arisen which are causing considerable confusion in bringing about a satisfactory closing of the purchase of the Mont Chateau property

according to our articles of agreement which provide that the same shall be concluded on or before May 1st.

I have been requested by our friends who are interested in this purchase, to have you obtain from Posten & Jarvis an examination and abstract of the property from the date of the original abstract as submitted, namely January 3rd, 1920, and to let me have same not later than April 28th.

At a conference held at my office yesterday, Mr. G. K. Wright, Local Counsel for the Voigts, indicated that a contract or agreement, for purchase of part of our property was filed of record in your County December 23rd, 1919. We do not know whether or not this is correct, as the date of the abstract from Posten & Jarvis is January 3rd, 1920, and the report from them is dated January 5th. I understand, from your letter of March 18th, that the formal suit was entered on March 16th, and the amount sued for is stated at \$25,000.00.

Of course, under these conditions the Voigts would be unable to deliver according to their article of agreement, a general warranty deed, and we must take every means to protect ourselves at this time. In the abstract, as submitted, I notice that the name of Voigt is spelled consistently as "Voight," whereas in the executed agreements they sign their name as "Voigt." Is this record correct? Before closing, or making our final arrangements, I will endeavor to get into telephone communication with you, so as to check the record to the very last minute.

It came to our attention yesterday that there is in existence a contract with the Bridge people, entered into by the Voigts, relative to removal of stone "along the river front, or at such places as the Voigts may designate." The term of the contract is indefinite. It also contains a clause relative to the rental of a cottage along lower road, which is to terminate June 1st, 1920. I am obtaining a copy of this agreement, and will make a copy for you. We are informed that the Power people refuse to make any financial adjustment of the claim, and have indicated a determination to compel specific performance, and, if not successful, then to proceed by condemnation proceedings, relying apparently—as they state—upon the Act of 1915. I do not know at this time what the Act provides, but am simply reporting their statement. Would you kindly have your people check the record very carefully.

I hope to have the pleasure of seeing you soon, and with best wishes, I remain,

Respectfully,

H-K

(Signed) JOHN M. HAVERTY

DAVID C. REAY

LAWYER

MORGANTOWN, W. VA.

April 27th, 1920

JOHN M. HAVERTY, ESQUIRE,  
419 Frick Building,  
Pittsburgh, Penna.

Dear Mr. Haverty

In reply to your letter of April 22nd, I am enclosing you herewith the supplemental abstract you requested as to the Mont Chateau property which was handed me this evening by Mr. Jarvis. These papers consist of all that has been filed in the Chancery pro-

ceeding of the West Virginia Power & Transmission Company versus Mary E. Voigt et al and include the precipe, filed March 16th, 1920, together with the statement of the object of suit; affidavit for attachment filed March 16th, 1920; order of attachment issued March 16th, 1920 and the return of the Sheriff of Monongalia County on said order of attachment. also notice of Lis Pendens, filed in the office of the clerk of the County Court on the 16th day of March, 1920; a copy of the agreement between Mary E. Voigt and Harold V. Dunn which was filed for record in the office of the Clerk of the county Court on the 27th day of December, 1919; also copy of an agreement dated the——day of November, 1919, between the H. C. Gilmore Company and Mary E. Voigt, which was filed for record in the office of our county court on the 31st day of March, 1920. These papers, I understand from Mr. Jarvis, constitute everything that has been filed in relation to this property since the previous examination and abstract was completed.

I am informed by Messrs. Posten and Jarvis that after they had completed their former abstract and had made the adverse searches on the same and while waiting to receive from Preston County a file of papers they wanted to examine, the contract between the Voigts and Harold A. Dunn was filed for record. After receiving the papers from Preston County and ascertaining that they did not in any manner effect the title, they made their certificate without a further search in the County Clerk's Office.

I sent a copy of this agreement to Mr. Diescher as soon as I ascertained it was in existance and also sent a copy to Mr. Alex Voigt. I have been laboring under the presumption that you were entirely familiar with the contents of this contract.

When Mr. G. K. Wright was in Morgantown I put him in touch with ex-Governor W. E. Glasscock, who is retained by the Voigts as their legal counsel in this matter. Mr. Wright and Governor Glasscock went into the case very throughly.

Mr. Jarvis informs me that he has checked the record very carefully and that the enclosures constitute everything on file.

I have not had an opportunity since getting your letter to examine the hydro-electric act but am sufficiently familiar with the law to know that hydro-electric companies have very drastic powers of eminent domain in this state.

It seems that on the record, the name Voight is spelled in different ways, as "Voight" and also as "Voigt."

You can call me so far as I am now advised in Morgantown any day this week reaching at Bell Phone, 306. I hope to have the pleasure of seeing you in the very near future.

Yours very truly,

R:F

(Signed) DAVID C. REAY.

It also came to our attention that Mary E. Voigt, for herself and the other owners of the premises, had entered into a contract with the H. C. Gilmore Company, on the——day of November, 1919, for the removal from the property hereinabove described of certain stone, which was to be used for the building of piers and abutments of a bridge in course of construction and as contracted for by the County Court of Monongalia County, West Virginia. A copy of this agreement follows:

THIS AGREEMENT, Made and entered into this — day of November, 1919, by and between H. C. GILMORE COMPANY, a corporation of the State of West Virginia, party of the first part, and MARY E. VOIGT, of Monongalia County, party of the second part.

WHEREAS, the party of the first part has entered into a contract with the County Court of Monongalia County, West Virginia, to do all the work and furnish all the material to complete the masonry for the bridge across Cheat River at Ices Ferry, and desires to obtain the stone therefor from the premises of the party of the second part, lying along Cheat River about one mile above the site of the said proposed bridge;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the payment of 25 cents per cubic yard, party of the second part doth grant unto the party of the first part, the right to quarry such stone as may be necessary to complete the work above described under said contract with the County Court, at any point designated by the second party on the premises of the party of the second part between the road leading up to Mont Chateau Inn and Quarry Run and between Cheat River and cottages situate near said Inn, together with the right to erect derricks for loading said stone and to cut and to do all other work necessary to prepare same for use and to haul same over and from the property and to do any other hauling necessary for the quarrying, cutting and transporting of said stone.

The party of the first part agrees to pay the party of the second part for the stone obtained by it in the following manner:

On or about the 20th of each month it will pay or cause to be paid to the second party 25 cents per cubic yard for such stone as has been measured by the County Engineer, as laid up in piers and abutments of said bridge, and shown on the estimate allowed by the said County Court to the said first party.

The party of the first part agrees it will be responsible for all damages to persons or property caused by the quarrying of said stone and to use all proper precautions in handling and storing of explosives and blasting, to prevent accidents.

The party of the second part further agrees that for and in consideration of the sum of Twelve Dollars and Fifty Cents (\$12.50) per month, cash in hand paid, to lease to the first party one of the cottages near the quarry site, until June 1st, 1920, said lease to be effective as of November 1, 1919.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

H. C. GILMORE COMPANY,  
By H. C. GILMORE,  
*President.*

Attest:  
E. E. HORMELL,  
*Secretary.*

MARY E. VOIGT, (SEAL)

Witness: DAVID E. ADAMS.

Also, an assignment of the rights under this agreement, dated May 6th, 1920, to Samuel E. Diescher, which was for the purpose of making direct settlement with the Gilmore Company, obtaining the value of the stone removed, and further, for the purpose of hastening the contracting company to complete its work and remove from the premises.

The following is a copy of the consignment herein referred to:

FOR VALUE RECEIVED, I, Mary E. Voigt, have assigned, transferred and set over to Samuel E. Diescher, his personal representatives and assigns, all my right, title and interest in and to the above contract.

WITNESS my hand and seal May 6th, 1920.

Witness:  
G. K. Wright

MARY E. VOIGT (SEAL)

On May 6th, 1920, after many consultations and arrangement of details, due to the suit being entered by the West Virginia Power & Transmission Company, in the Circuit Court of Monongalia County, West Virginia, the sale of property and transference of deed and mortgage took place; and every safe-guard was taken to protect the purchaser as against any demand for payment under the mortgage or any likelihood of loss.

As the suit entered was in the amount of \$25,000.00 and as the Article of Agreement provided for a mortgage of \$20,000.00, a change was insisted upon to have the mortgage made for \$25,000.00, which was agreed to and there is now on record against this property a mortgage in the amount of \$25,000.00, dated May 6th, 1920, which mortgage and accompanying bond contain the following protective conditions, to-wit:

"Upon the final determination of suits now entered or about to be entered against the mortgagees, or some of them, arising out of a written agreement made by them and Harold A. Dunn in the month of December, 1912, and certain amendment or supplements thereto, relating to the property herein described; or upon such entry upon the records of Monongalia County, West Virginia, as shall show to the satisfaction of the Mortgagor, his heirs and assigns, that said agreement, and its amendments and supplements, do not affect the title to the said property.

In the event of said suits terminating in favor of the said mortgagees, so that the title to the said property is clear and marketable insofar as any rights arising under the said agreement, and its amendments or supplements, are concerned, then the said sum of \$25,000.00 shall be forthwith paid, with interest thereon at the rate of 6% per annum from the date hereof, which interest shall accrue and remain, together with the principal sum, until the final determination as aforesaid.

In the event of an entry upon the records of Monongalia County, West Virginia showing to the satisfaction of the mortgagor, his heirs and assigns, that said agreement, and the supplements and amendments thereto, do not affect the title to the said premises, or any part thereof, then the said sum of \$25,000.00 shall be forthwith paid, with interest thereon at the rate of 6% per annum from the date hereof, which interest shall accrue and remain, together with the principal sum, until such entry.

In the event that said suit or suits so terminate that the title of the mortgagor herein, his heirs or assigns, to any part of the said property is held not to be clear and relieved of any right or claim arising under the said agreement, and the supplements and amendments thereto, then and in that event the said mortgagees agree and bind themselves to reimburse said mortgagor, his heirs and assigns, for all damage and expense by him sustained by reason thereof, and such amount shall be deducted from the principal sum herein stated, to-wit, \$25,000.00, and the interest thereon, and the said mortgagor, his heirs or assigns, shall forthwith pay to the mortgagees the amount so fixed, to-wit: \$25,000.00, less the damages and expenses, with interest upon the amount of money so determined to be due, from the date hereof, at the rate of 6% per annum.

Such damage as the mortgagor, his heirs and assigns, shall be entitled to hereunder, if any, shall be determined in the following manner, viz: The party of the first part, his heirs or assigns, shall name an arbitrator, and the parties of the second part shall name an arbitrator—each side one; these two, in the event that they shall not be able to agree upon the amount of damage, shall name a third party, and, failing for a period of thirty days to agree upon such third party, then, on request of either side, such umpire shall be selected by a Judge of a Court of Record in the County in which the property is located. An award in writing joined in by any two arbitrators so appointed shall determine the amount of loss or damage, and shall be binding upon both parties.

Under no condition, however, shall the amount due under this mortgage be payable before one year from the date hereof, but the party of the first part, his heirs or assigns, may make payment on account of said principal sum in any amount or amounts he may see fit, at any time within such period of one year, without notice."

All papers are properly of record in the Recorder's Office at Morgantown. Monongalia County, West Virginia, and the same has received the personal attention of David C. Reay, Attorney at Law.

Samuel E. Diescher was subsequently summoned as garnishee in the attachment case, and his answer was prepared and filed, and no further proceedings have taken place to this date under action.

All taxes have been properly prorated and paid in full to date.

The buildings and improvements on the premises are fully covered by insurance, and a proper amount and number of said policies are on deposit with the mortgagees and the remainder are in the possession of Samuel E. Diescher. We have succeeded in obtaining a reduced rate, and considerable money has been saved in premiums on the policies.

The supplemental abstract of title was obtained from Posten & Jarvis, Attorneys at Law, Morgantown, West Virginia, dating from January 3rd, 1920, to April 27th, 1920, which abstract contained all matters hereinbefore referred to.

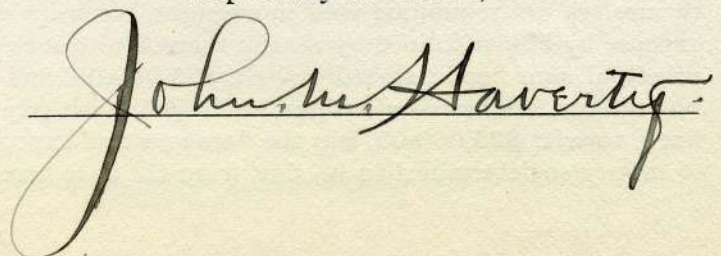
The stone contractors have removed from the property and negotiations are now under way to arrive at the proper consideration to be paid by the contracting company for the stone removed.

Mr. Joseph H. McDermott, of Morgantown, West Virginia, and your attorney, through different representatives in Washington, D. C., obtained from the Department of Commerce, Bureau of Fisheries, Washington, D. C., several shipments of fish for planting in streams along which this property is located.

The title to property adjoining, known as the "Hilarity Club Property", has been examined and reported.

A trust deed has been signed and executed by Mr. Samuel E. Diescher and Emily Diescher, his wife, declaring the property to be held in trust for the members of the Mont Chateau Club, which club is to be incorporated at a time to be determined by the members.

Respectfully Submitted,



May 1st, 1921.



FINIS

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