

Ala. Coal Min-
ing Company

State of Alabama,
Mobile County.

Whereas, Charles W. Borrance,
Gideon M. Parker, and Robert

to

C. Macy, late partners under the name, firm
and style of Borrance & Sons, have heretofore
accepted certain drafts drawn upon them as
follows - viz:

R. B. Armistead

~~J. E. Watson draft on & accepted by Borrance & Sons due from~~

D. E. Watrous	Draft on + accepted by Dorrance & Sons, due June 1, 1857, for \$3,000	
D. E. Watrous	" " " " Dorrance & Sons " June 1, 1857, "	2500
D. E. Watrous	" " " " Dorrance & Sons " June 1, 1857, "	2000
J. M. Moore	" " " " Dorrance & Sons " July 31, 1857, "	1200
D. E. Watrous	" " " " Dorrance & Sons " June 22, 1857, "	2500
J. M. Moore	" " " " Dorrance & Sons " July 6, 1857, "	1000
J. M. Moore	" " " " Dorrance & Sons " Aug. 18, 1857, "	180
R. Swan	" " " " Dorrance & Sons " June 14, 1857, "	100
J. M. Moore	" " " " Dorrance & Sons " July 31, 1857, "	800
J. M. Moore	" " " " Dorrance & Sons " June 17, 1857, "	500
J. M. Moore	" " " " Dorrance & Sons " Sept. 19, 1857, "	175
J. M. Moore	" " " " Dorrance & Sons " June 28, 1857, "	444.42
J. M. Moore	" " " " Dorrance & Sons " Nov. 29, 1857, "	522.06
J. M. Moore	" " " " Dorrance & Sons " Feb. 1, 1858, "	601.
J. M. Moore	" " " " Dorrance & Sons " Jan. 23, 1858, "	601.
J. M. Moore	" " " " Dorrance & Sons " Jan. 23, 1858, "	601.
J. M. Moore	" " " " Dorrance & Sons " Jan. 23, 1858, "	601.
J. M. Moore	" " " " Dorrance & Sons " Jan. 24, 1858, "	361.
J. M. Moore	" " " " Dorrance & Sons " Sept. 29, 1857, "	193

And whereas, previous to the dissolution of said co-partnership, the said Dorrance & Sons had also agreed in writing to accept certain other drafts thereafter to be drawn upon them by said Moore; and whereas, in furtherance thereof drafts have been drawn upon said Dorrance & Sons which they are expected and have agreed as aforesaid to accept, as the same may be presented, and which have been taken by the payees upon said promise and agreement of D. & S. to accept—to wit:

Jno. M. Moore's draft due Sept. 26, 1857, for	\$2100
Jno. M. Moore's draft due Feb. 2, 1858, "	1637.83
Jno. M. Moore's draft due Sept. 29, 1857, "	1000.
Jno. M. Moore's draft due Sept. 29, 1857, "	900.
Jno. M. Moore's draft due Sept. 29, 1857, "	401
Jno. M. Moore's draft due Jan'y 29, 1858, "	1000
Jno. M. Moore's draft due Jan'y 29, 1858, "	901
Jno. M. Moore's draft due Jan'y 29, 1858, "	400
Jno. M. Moore's draft due Aug. 30, 1857, "	100
Jno. M. Moore's draft due Nov. 29, 1857, "	200
Jno. M. Moore's draft due Sept. 19, 1857, "	193
J. M. Moore's draft due Jan. 23, 1858, "	193
Jno. M. Moore's draft due Jan'y 29, 1858, "	193
Jno. M. Moore's draft due Aug. 29, 1857, "	226.09
Jno. M. Moore's draft due Aug. 29, 1857, "	263.27
Jno. M. Moore's draft due Nov. 30, 1857, "	813.18
Jno. M. Moore's draft due Sept. 29, 1857, "	1200.00
Jno. M. Moore's draft due Nov. 29, 1857, "	237.20

And whereas, said Moore was authorized by the Alabama Coal Mining Company to draw

said drafts; and whereas The said Dorrance & Sons,
 previous to the dissolution of the said firm, advanced
 or paid for said Alabama Coal Mining Company,
 in and about the purchase and building of said
 Boat, the sum of \$3151.40, more or less, which has
 not been repaid them and which is owing to them,
 from said Alabama Coal Mining Company, with
 interest from June 1, 1857; subject, however, to an
 adjustment of accounts between the Company
 and Dorrance & Sons; and whereas, upon the
 face of the Custom House papers of the Steamboat
 C.W. Dorrance, hereinafter named, it would appear
 that Dorrance & Sons were the absolute owners of
 said Steamboat, when in fact they admit that
 she belonged to the said Alabama Coal Mining
 Company, subject only to a lien to Dorrance
 & Sons for the payment of said sums; and where-
 as the officers of the Custom House at Mobile
 have refused ^{to allow} papers to be taken out in the name
 of said Alabama Coal Mining Company unless
 said Dorrance & Sons assent thereto; and
 whereas said Dorrance & Sons have heretofore
 made an assignment to one Robert B. Armistead
 for the benefit of their creditors; and whereas the
 said late partners in the firm of Dorrance & Sons
 refuse to do any act in the Custom House aforesaid
 recognizing the right of the Alabama Coal Mining
 Company to have the steamboat C.W. Dorrance
 registered in the name of the Alabama Coal Mining
 Company, unless upon agreement amongst other
 things that the said Alabama Coal Mining Company
 would ^{would} within thirty days after the 10th day of June, A.D.
 1857, execute and deliver or cause to be executed
 and delivered to the said Robert B. Armistead,
 Assignee of the said Dorrance & Sons, a mortgage
 upon the said Steamboat C.W. Dorrance, her tackle, apparel
 and furniture, to secure the payment of said sum and
 drafts; and whereas Isaac W. Beebe, John M. Moore,
 and Abijah Miller, three of the Directors of said Company,
 in order to get the papers of said Steamboat from the
 Custom House at Mobile placed in the name of the
 Alabama Coal Mining Company, have given to the
 said Robert B. Armistead, assignee of said Dorrance
 & Sons, their individual bond conditioned among other
 things that such a mortgage should be executed and
 delivered within thirty days, as required, and Dorrance &
 Sons have ^{thereupon} ~~therefore~~ consented that the papers of said boat
 be issued in the name of said Alabama Coal Mining

Company, and have executed sufficient papers therefor. Now therefore, know all men by these presents that the Alabama Coal Mining Company, in consideration of the premises, and being desirous also to secure the payment of said drafts, have bargained and sold, and by these presents, do bargain, sell and convey unto the said Robert B. Armistead, Assignee of said Dorrance & Sons, the Steamboat C. W. Dorrance, together with her tackle, apparel and furniture, being the same Steamboat described in writing in regard to the same executed by C. W. Dorrance, G. M. Parker and R. C. Macy, with the assent of said Armistead, dated June 10th, A. D. 1857, and recorded in the Custom House at Mobile: to have and to hold the said Steamboat C. W. Dorrance, and her tackle, apparel and furniture, unto the said R. B. Armistead in mortgage for payment of said amounts; provided, nevertheless, ^{and} ~~that~~ these presents are executed upon this express condition: that if the said Alabama Coal Mining Company do and shall within thirty days from the date of execution of these presents, pay or cause to be paid the said sum of \$3,151.40/100 dollars more or less, heretofore paid or advanced as aforesaid, by the said Dorrance & Sons, and interest thereon from 1st of June instant; and if the said Alabama Coal Mining Company shall pay or provide for, or cause to be paid or provided for each and all of the said herinbefore stated drafts, as they respectively mature, after acceptance thereof by the drawers aforesaid, then these presents, and every clause, article and thing herein contained, shall cease, determine and be utterly ^{void} and of no effect; but otherwise to be and remain in full force, effect and virtue.

In testimony whereof, the said Alabama Coal Mining Company has caused its acting President and Secretary to sign their names to these presents, and has also caused the seal of said Corporation to be ^{hereunto} ~~unto~~ affixed, this the second day of July, ~~the~~ ^{the} ~~thousand~~ eighteen hundred and fifty-seven.

J. W. Beebe, Secretary.

A. B. Cooper, Acting President.

Received in office for record July 7th, 1857, and recorded in Book of Mortgage No. 5 N.S. page 113, 114 & 115.

Hitchcock, Judge.

Custom House. Mobile 7th July, 1857.

Received for record - Recorded in Book D, pages (extra)

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P. F. Smith, D. Coster

Filed and recorded Aug. 21, 1857.

J. M. McCanahan,
Judge of Pro.