

Jefferson County Circuit Court
Case Files-Civil
March 1872, No. 25

Box 29 Folders 44

Thomas, John L.
Thomas, William H. H.

vs.
Clark, Samuel
Clark, Deborah

Nullify deed

Deed of trust on 80 acres in
S8T39R4E; depositions

5-05
revenue
cancelled

Copy of the original made
by W H H Thomas

This agreement made and entered into
this twenty fourth day of August 1868
by and between Carl. L. Fredrickson
of Jefferson County in the state of Missouri
party of the first part and David G. White
of the same place party of the second
part, witnesseth as follows: First the said
party of the first part agrees to sell unto the
party of the second part and the said
party of the second part agrees to purchase
of the said party of the first part the
undivided one half interest in the following
described Tract piece or parcel of land and
property: To wit; The West half of the South
West quarter of Section eighth Township
Thirty nine range four in Jefferson
County State of Missouri.

Also the undivided one half interest
in one pair of Mules one horse and
farming utensils for and in consideration
of the sum of seven hundred dollars
to be paid within three years after
date,

The parties of the first and second parts
further agree to work said premises and
share equally the products of their
labon also sharing equally the expense
thereoff for the term of three years then
if the party of the second part fail

Witness P. C. Barrows

David G. White 

Recd Nov 18 7871
M A Dyer & Co
Dryden The Times & Co



John L. Thomas and Wm. H.
H. Thomas, Plaintiffs
against
Samuel Black and
his wife, Debora Black
Defendants

In the Jefferson
Circuit Court.
March Term
1872.

Plaintiffs state that on the 24th day of August 1868 one Carl C. Fredrickson was seized in fee simple of the following real estate situate in Jefferson County Missouri, viz: The West half of the South West qr. of Section eight, in Township thirty nine N. of Range four East containing eighty acres: & That on the day and year aforesaid one David G. White purchased from said Fredrickson one undivided half of said real estate and an undivided interest in one pair of mules, one horse and farming utensils, for which he agreed to pay said Fredrickson the sum of seven hundred dollars then paid from that date and in consideration of said sum of money to be paid the said Fredrickson quit to and with the said White to convey to the latter, when said sum was so paid, one undivided half of said

real estate and said mules, horse and farming utensils, which agreement was reduced to writing and signed and sealed by both parties to it, a copy of which agreement is hereto annexed and prayed to be taken as a part of this petition the original not being in the possession or under the control of Plaintiffs. Plaintiffs state that at the time said agreement was entered into by said Frederickson and said White there was a deed of trust on said real estate given by said Frederickson to the trustee of Grand Hill dated the 15th day of March 1866 to secure the payment of five several promissory notes, one for fifty dollars and four for two hundred dollars each, payable on the first of March 1867, 1868, 1869 and 1870, and 1871 ~~which~~ a copy of which deed of trust is hereto annexed and prayed to be taken as a part of this petition, the original not being in possession of Plaintiffs or under their control; and that about the month of August 1869 the said Frederickson had paid two of said notes viz: the fifty-dollar note which fell due March 1st 1867 and the two hundred note

which fell due March 1st 1868 and
the interest on all the notes, but at
that time he had not been able to pay
the note falling due March 1st 1868
and he applied to said White for at least
a portion of what was due from ^{him} in
the purchase of said land, whereupon
said White furnished out of his own
means and money about seven hundred
and fifty dollars and bought said deed
of trust from said Hill ~~and~~. Plaintiff
avows that at the time said White bought
said deed of trust from said Hill
he was largely in debt to various parties
so much so that he was insolvent and
being so indebted and insolvent he
conceived the design of hindering
delaying, defrauding and cheating
his creditors in the collection of their
debts against him and in order to
carry out such fraudulent design
he caused the said Hill to assign
said deed of trust to his sister, Debora
Clark, who is the wife of Sam^l and
Clark, both of whom reside in Auburn
New York: that said deed of trust was
bought by said White for the purpose
of paying the amount he agreed to pay
for one half of said land & personal

property in pursuance of the agreement above
mentioned and for no other purpose and
that the said Debora Clark never
advanced one cent for the same
but the consideration of the purchase
said deed of trust was wholly paid
by said White. Plaintiffs state that
sometime in the year 1869 said White and
Frederickson became indebted to John
Murrell in the sum of
hundred dollars for which they gave
their two several promissory notes
payable after date:

that about the time said notes fell due
the said White and said Frederickson
combined and confederated together
to cheat and defraud said Murrell
out of his just claims aforesaid, and
to accomplish this fraud upon said
Murrell and in order to place the title
to said real estate beyond his reach,
the said Frederickson at the suggestion
and with the advice and consent of
said White conveyed to said Debora
Clark the above described real estate
giving her a warranty deed therefor
without any consideration whatever either
good or valuable, which deed is dated

the 3rd day of February 1870, a copy of which is hereto annexed and prayed to be taken as a part of this petition, the original not being ⁱⁿ the possession or under the control of Plaintiffs. Plaintiffs state that said White had paid up for said real Estate according to said agreement and was entitled to a deed ^{to} one half thereof but they own that the last mentioned deed was made to said Debora Clark by said Frederickson by the direction of said White without any consideration moving from said Debora whatever for the mere purpose of cheating and defrauding hindering and delaying the said Murrell in the collection of his just claims of said and that in pursuance of said agreement said Frederickson had delivered up to said White one half of the personal property named therein and a deed would have been made by said Frederickson to said White for an undivided half of said land had it not been for the fraudulent designs and contrivances herein before set out. Plaintiffs state that said Murrell brought suit against said Frederickson and White on said notes

before ~~the~~ Justice of the Peace of said
County and recovered judgment
against them ^{on one of said notes} on the 19th day of February
1871 for the sum of one hundred fifty one ³²/₁₀₀
dollar upon which ^{an} execution was issued
by the Justice and directed and delivered
to the Constable of the proper township
and by him in due time returned
nulla bona. That a transcript of said
judgment was taken and filed in
the office of the Clerk of the Circuit
Court of said County and by said
Clerk duly filed and recorded,
upon which an execution was issued by said
Clerk dated the 28th day of August 1871
and directed and delivered to the
Sheriff of said County, who thereupon
by virtue of said execution seized and
levied upon all the right, title, inter-
est and estate of the said Fredrickson
and Wife in and to said real estate
and having duly advertised the same
sold it on the 22nd day of September 1871
at the Court house door in Hillsboro
in said County during the session
of the Circuit Court of said County
in compliance with the requisitions of
the Statute in such cases made and

provided that on such sale the Plaintiffs
became the purchasers of said real
estate, they being the highest bidder
therefor and have received the deed
of the Sheriff to the same which is
hereunto annexed and ~~presented~~ to be taken
as a part of this petition.

Plaintiffs state that said Debora Clout
was privy to and was fully cognizant
of the fraud and connivance of
said Fredrickson and Whit and
when informed of what they had
done she gave her full assent
and she now holds the title to said
land and said deed of trust
for the mere purpose of covering
up the title thereto but really for
the use and benefit of said Whit
and Fredrickson and especially
for said Whit her brother.

Therefore Plaintiffs now state that
said deed of trust is fully paid as
is hereinbefore stated and that said
Debora Clout holds the same and
will enter the same satisfied on
the margin of the record of the book
where the same is recorded in
the Recorder's office of said County
and hence the same is an incumbrance

upon said land.

Wherefore Plaintiffs pray the Court in consideration of the premises to set aside the deed made by said Frederickson to Debora Clark dated February 3rd 1870, and to vest the title to said land in Plaintiffs in accordance with said agreement and to compel the said Debora Clark to deliver said deed of trust and the notes secured by it to be cancelled and for other proper relief.

John L. Thomas & Bro
Pro Se.

John L. Thomas one of said Plaintiffs makes oath and says that the Defendants in the above entitled cause are non residents of Missouri.

Sworn to & subscribed } John L. Thomas
before me Nov 13th 1871 }

W. S. Boyce Clerk C. C. Ch.

By C. H. Morris Depk.

John L. Thomas et al
^{vs}
Samuel Clout & wife

Petition to set aside
said do.

Filed Nov 18 1871
W. S. Boyce Clerk
U. S. Marine Dept.

John L. Thomas &
W. H. Thomas Pla.

vs

Deborah Clark &
Saml. Clark ex

In the Circuit Court of
Jefferson County Mo.,
March Term 1872

To Deborah Clark & Samuel Clark
the above named Defendants

You are hereby notified, that depositions of witnesses, to be read in evidence in the above entitled cause, on the part of the Plaintiffs will be taken at the Law Office of John L. Thomas & Bro. in Hillsboro,

in the County of Jefferson and State of Missouri on
the 1st day of December 1871, between the hours of eight o'clock in the forenoon and six o'clock in the afternoon; and that the taking of said depositions, if not completed on that day, will be continued from day to day, at the same place, and between the same hours, till completed.

John L. Thomas & Bro
Attys for Plai's

I served the within notice by posting up
a true copy of the same in the Clerk's office
of the Circuit Court of Jefferson County
Missouri on the 15th day Nov. A.D. 1871

Subscribed & sworn to
before me this 3^d day
Jan'y A.D. 1872

J. H. H. Shonay

J. Ed. Walker, Notary Public
246 Co. no.

Nov 15th 1871

The State of Missouri
County of Jefferson
To D C White

You are hereby Commaned, That
setting aside all manner of excuse and
delay, you appear before me J. Ed. Walker
Notary Public within and for the County afore-
said, on the 1st day of December A.D. 1871 at
the office of ^{John L.} Thomas & Brother in Hillsboro,
then and there to testify, and the truth to say
in a certain matter of Controversy, now pending
in the Jefferson County Circuit Court, wherein
John L. Thomas and Wm. H. Thomas are Plain-
tiffs and Deborah Clark & Samuel Clark
are Defendants. on the part of Plaintiffs
and herein you are in no wise to fail

Witness my hand and Notarial seal
hereto affixed, at office this 28th day
of November A.D. 1871

J. Ed. Walker

Notary Public
Jeff Co. Mo.

served the within subpoena on D. G. White in
Jefferson County Mo. on the 29th day
of November A.D. 1871 by leaving
a copy of the same with a white
member of his family over the age
of fifteen years at his usual place
of abode in said county

C. J. Horine Constable
of Central Township
Jefferson County Mo
By M. W. Horine
Deputy

Can fees 25-cts
paid by Pla's

John L. Willard Thomas

vs
Selma L. Law, Clerk

Wt. for Off

Notary fees

35

Depositions of Witnesses. produced, sworn and examined, on the first day of December in the year of our Lord 1871, between the hours of eight O'clock in the forenoon and six O'clock in the afternoon of that day, at the office of John L. Thomas and Brother in Hillsboro in the County of Jefferson, and State of Missouri, before me J. Ed. Walker Notary Public for said County, in a certain Cause, now pending in the Circuit Court of the County of Jefferson, in the State of Missouri, between John L. Thomas ^{and Wm. B. Thomas} plaintiffs and Deborah Clark ^{and Samuel Clark} Defendants, on the part of the plaintiff. —

David G. White of lawful age, being produced sworn and examined, on the part of the plaintiffs deposes and saith

Ques. - What is your age and present residence?

Ans. age 46. I reside near Vineland Jefferson County Mo. - I moved there about the first of October 1868. —

Ques. - Where did you move from, to Vineland?

Ans. From Springfield Illinois.

Ques. - Are you acquainted with Carl Fredrickson? and if so, when, and under what circumstances, did you become acquainted with him?

Ans. I am acquainted with him - It was in August or September 1868. it might have

been in July - I don't exactly remember - I
met him as I would any ^{other} man -

(This question and answer was objected
to by ~~Deft~~ as immaterial.)

Ques. - Did you ever have any business transactions
with Carl Fredrickson, and if so what?

Ans. I have had. It was in relation to the pur-
chase of a half interest to a piece of land.

The witness here stated that the contract
was in writing - (The ~~Deft~~ then objected
to any parol testimony in relation to the
matter.)

answer continued - He had possession of 80
acres of land; he had a negro, on a little
improvement, on the land as a renter
this was in 1868. I made a proposition
to buy a half interest in the place; there
was a span of mules and a horse and
a few smaller things ^{included} - He accepted my
proposition and he agreed to take seven
hundred dollars, to be paid in three
years from the date of Contract. And
that a agreement was reduced to writing
I went on to the place the first of October,
I had not moved here when I made the
contract. - The contract states special
provisions about working the place.
I continued to live on the place from
1868 until the present time. Fredrickson
lived with us part of the time and he lived

out part of the time; he had no family at that time -

Ques. Have you made any improvements on the land, since you bought an interest in it?

Ans. very little more than to keep it in repair, barely that. the fences need repairing now.

Ques. What improvements are on the land?

Ans. About thirty acres have been cleared.

ten or fifteen ^{acres} are old ^{which} we have not cropped at all. about twenty five Apple trees are on the place and a few seedling peaches and about an acre of ⁹⁰ apples in three different patches scattered around. There is an old double log house about good enough for a stable the stable is no account at all. - the house leaks badly

Ques. Can you describe the land. -

Ans. I don't know the numbers - it is about a mile and half from the house to the Station (Vineland). directly north of the Station; the land is in section 8.

Ques. Did Fredrickson inform you at the time you bought an interest in the land that there was a deed of trust on it, and if so what did he say?

Ans. He said there was a deed of trust on it, and ^{that} he hadn't finished paying it. I don't think he told me how much, he might have said six or seven hundred dollars - He said it was due to Mr Brad Hill. - I remarked to him

We might join our efforts and pay off that deed of trust. And also stated to him that my sister had offered to buy me a little home. And perhaps if she should come and see the place she might feel like investing ~~at~~ there.

Ques. Did you have no means of your own for the purpose of buying the place.

Ans. Not a farthing.

Ques. What business had you been engaged in, in Springfield Illinois

Ans. I was out of business the short time I was in Springfield. In ~~the~~ ^{the mercantile} I was in business in Decatur Illinois and failed entirely. I was engaged in no business in Springfield. My family was there only a few months.

Ques. Where did you live prior to your going to Springfield?

Ans. Decatur Illinois

Ques. What business were you engaged in at Decatur.

Ans. In the Mercantile business. I was in the business about 3 years.

Ques. You have stated that you failed in the mercantile business at Decatur Illinois. State the amount of your liabilities there and what became of your property there which you had at the time you failed.

Ans. I made an assignment. I had a very

small stock of millinery goods &c and they brought very little. - my liabilities amounted to about four or five thousand Dollars.

Ques - Give the names and places of residence of your creditors and the amounts due each as near as you can remember

Ans. Fettelien Cohn & Co of Chicago -

There are one or two houses in New York I don't remember the names it was so long ago I've had no occasion to refer to their names there were several small accounts in Decatur preferred creditors

There was one bank note about \$300 - I paid some ^{on this} before I made an assignment And the balance paid since out of my means by turning over an account which was due me -

There was another house in Chicago, Walsh and Lee, I believe was the name; to whom I owed a bill - there are all which I can remember with any certainty - I have an account book at home from which I could give names dates and amounts.

Ques. What is the extent of the business which you carried on at Decatur Illinois

Ans Small business. if the ^{goods} had been invoiced at cost, the stock would have amounted to \$2000 or \$3000, the business consisted

of Millinery and dress trimmings - when they went out of fashion that was the end of them.

Ques - You say you made an assignment for the benefit of creditors. What year was that assignment made and what was the Assignees name?

Ans - The Assignees name was S. M. White, a sister of mine, who was engaged in the Millinery business. I am not positive as to what year it was think it was in 1866,

Ques Was anything due you on open account or note at the time you made the assignment. if so how much?

Ans There might have been some little debts there were no notes. there might be all together about \$100 - and a good deal of that was not collected.

Ques. - Did you specify in your assignment all the accounts due you?

Ans as I recollect. I don't know as any list of debts was made. I could not say positively they were so small.

(This Question was objected to as Irrelevant,

Ques - Did you own any real Estate in Decatur Illinois or anywhere else at the time you failed

Ans No I did not,

Ques. What houses did you occupy while you

were in Decatur Illinois?

Ans. Rented property. I think the man's name was Travis. I lived over the store while in business. -

Ques. Did you occupy any property of your sister in Decatur?

Ans. - I did not.

Ques. Did your Sister S. M. White own any property, in Decatur Illinois, at the time you failed?

Ans. She did not.

Ques. Is Deborah Clark a sister of yours, and if so where does she reside?

Ans. Mrs Clark is my sister and lives in Watertown Jefferson County New York.

Ques. Was Mrs Clark ever at Vineland ~~and~~ if in this County, and if so, when?

Ans. She was, in the spring of the year 1869.

Ques. - Was anything said to her in reference to the Fredrickson place, or the Mortgage on it held by Hill; and if so what was said?

Ans. Her visit was undoubtedly occasioned by the correspondence between herself and me, in relation to the place and the mortgage held by Mr Hill.

She had, previous to this, made a proposition to invest a little means for my benefit, not as a gift, but to aid me in securing a home for myself ^{and family}. She came down to look over the place and to see if it would be safe

to invest the money in the trust deed; the matter had been talked over by all of us, Fredrickson was anxious that Hill should be paid, for Hill was anxious for the money. After considerable looking around and talking with Mr David Morse P. B. Barrows, and Mr Tyler, she concluded to buy the trust deed, - and did so. - She paid \$530, and Hill transferred the trust deed to her. the deed probably at that time with the interest on it amounted to about seven hundred Dollars; but Hill agreed to take less and did take less than the face of the notes from her

Ques. Who furnished the money that went to Hill to pay for this deed of trust?

Ans. Mrs Clark furnished it. She furnished every cent. She paid for it in a Draft. I don't know on what bank; it was made in a bank in Watertown New York. I can't say who it was payable to.

Hill sent the transferred deed of trust and notes to Robt Park of Detroit for him to fix the business up (for Mr Hill) My sister gave the Check or Draft to Mr Park and received the papers from him.

Ques. Why did Mrs Clark take an assignment of this deed of trust? -

Ans. Because she had paid her money for it.

Ques. What object did she have in view in paying her money for it?

Question objected to by Defendant.

Ans. It was to give us, (Fredrickson & myself) an opportunity to pay the balance on the place. I stated awhile ago it was to aid me in securing a home, - the money on which I came to this part of the country was sent by Mrs Clark to me.

Ques. Why did you not have a deed made by Fredrickson directly to you or to Mrs Clark, at this time under your contract with Fredrickson, instead of taking an assignment of the Mortgage to Mrs Clark?

Ans. - In the first place I could not dictate her way of doing business as she was doing it for herself - in the second place I had not a cent of money in the transactions and had no ^{and she did not think a half interest in the place was} claim on the place, worth seven hundred Dollars.

Ques. Did not Mrs Clark agree with Fredrickson at the time she took an assignment of this deed of trust, that she would not proceed to sell the land under it, until after the 24th day of August 1871 the time at which you were to make payment for the land?

This is objected to by Defendant as being immaterial

Ans. She agreed not to sell out until some specified time, as near as I can remember it was two years, there was a memorandum made of this in writing.

(The testimony in relation to that memorandum is objected to by Defendant as the writing is best evidence.)

Ques. Why did she give you time?

Ans. ~~She was~~ To give me time to make the money, and give it back to her, and pay for the property.

Ques. Was Mrs Clark here in January or February 1870.

Ans. She was not to my knowledge.

Ques. Do you know anything about a deed which was executed by Fredrickson to Deborah Clark, for the land in controversy dated ~~About~~ the 3rd of February 1870. if so state what you know about it.

Ans. I know there was a deed made about that time I know Fredrickson made a proposition to make a deed to my sister

Ques. What conversation did you and Fredrickson have in reference to the making of that deed?

Objected to by Defendant.

Ans. I've no recollection of any particular conversation. the proposition was his

own and he carried it out.

Ques How much was paid to Fredrickson for this deed?

(Objected to by Dift.)

Ans. I don't know, as the transaction was not between me and him.

Ques To whom, did Fredrickson make the proposition to convey the land?

Ans To me.

Ques. - What did you say to him in reference to the proposition? (Objected to)

Ans. - I've no recollection - I remarked to do as he pleased.

Ques. - To whom, was the deed to be made? -

Ans To Mrs Clark,

Ques. - What reasons did he give for wanting to make a deed to any one, and especially to Mrs Clark? (Objected to)

Ans. - I don't know that any reason was stated. It was without any solicitation of mine; the proposition was his own and he carried it out.

Ques. - Did n't he tell you that he wanted to make a deed to Mrs Clark to keep John Murrell from collecting two notes he held on you and him. - (Objected to as leading)

Ans I can safely say that he did not use those words. - He said in relation to that debt of Murrell's that we might get time by making the deed.

that was all I've any recollection, my name was on those notes, and if he gained time we might pay them that was the calculation.

Ques How much did you and Fredrickson owe John Murrell at the time this deed was made, and what was the debt contracted for?

Ans It was about \$215⁰⁰ with some interest. It was for a wagon (bought by Fredrickson before I moved here, but after the contract was made) also for a Cow and ^{some} Sheep. Notes were given for the amount due Murrell, and I signed the notes with Fredrickson.

Ques. Had the Constable served you with process, in any suit that Murrell had brought against you and Fredrickson, on these notes, at the time said deed was made?

Ans. He had, before the deed was made. - It was but a few days, before I think it was a week or two. -

Ques. Who wrote the deed for Fredrickson?

Ans Col. Tyler of DeSoto.

Ques. How long was it before the deed was made that Fredrickson made the proposition to convey the land to Mrs Clark?

Ans I can't say, I've no means of saying I think it was not a month, I can't tell the number of days exactly.

Ques Was the proposition made before or after Murrell brought suit against you?

Ans It was after.

Ques Did you go to Tyler with Fredrickson, when he made the deed, and was Mrs Clark present.

Ans. I did. - Mrs Clark was not present.

Ques ~~As the deed was made to~~

Did you pay Fredrickson ^{anything} in consideration of making this deed, either for yourself or Mrs Clark?

Ans I did not.

Ques As the deed was to be made to Mrs Clark, and you paid nothing for it. Why did you go to Tyler with Fredrickson?

Ans I suppose as much for company as anything.

Ques. - To Whom did Fredrickson deliver the deed after executing it, and who had it recorded.

Ans. - He came (both of us) and left it for record, I can't say that we came right from Tyler's office.

Ques. Did you or Fredrickson inform Mrs Clark that this deed was going to be made.

Ans I had not, informed her can't say about Fredrickson.

Ques Who took the deed out of the Recorder's office?

Ans It was sent to Vineland in her name and then forwarded from there.

Who told the Recorder to send it to Mrs Clark

Ans I don't remember

Ques Did you send the deed to her

Ans I ordered it to her from there

Ques Did Mrs Clark ever acknowledge the receipt of the deed?

Ans She did, to me, -

Ques What did she think of receiving a deed she had not heard of (Objected to)

Ans I've no way of knowing her thoughts.

Ques Did she know the deed was made before it was sent to her?

Ans She did.

Ques When was she informed of it?

Ans I could not say how long after the deed was made, that she was informed of it. I did not inform her of it till after it was left for record.

Ques Did you inform Mrs Clark of the reasons why the deed was made?

Ans I wrote her ^a letter informing her it was Frednekson's proposition to gain time
Objected to

Did she reply

Ans I received a letter some time after.
I don't keep my letters.

Ques. - Did Mrs Clark know that you were broken up in Illinois and if so, when did she first find it out?

Ans She knew of my failing, - but could not say when she learned it. but it was before I moved to Jefferson Co. I suppose I informed ^{her} immediately after I failed.

Ques Do you pay any rent to Mrs Clark for the premises you occupy, or have you paid any?

Ans I've never paid any to her And she has said I might have the place to live on as long as I pleased.

Ques Who pays the taxes on it?

Ans Fredrickson and I have paid the taxes so far

Ques Did you not advise Fredrickson to make the deed of July 3rd 1876, to your sister, to keep Murrell from collecting his debts, and was not that the only consideration of that deed?

Ans. The object of making that deed was to gain time to make the money to pay those debts of Murrells, if Fredrickson had any other object I don't know it.

Cross Examination

Ques Do you know that your sister did not pay Fredricks ^{any consideration} ~~in~~ ~~not pay~~ ~~ation~~?

Ans I cant pay

Ques Did Fredricks n ever make any deed to you for any interest in that land?

Ans Never did.

Ques Did you ever pay anything to Fredrickson in your contract with him for the purchase of the land?

Ans I never did.

Ques Was the money which Mrs Clark paid for that deed of trust intended as a gift from Mrs Clark to you, or was you to pay her when you got able

Ans It was not intended as a gift. If I got able I was to pay her the money and she would release the deed of trust otherwise she held the property for the money.

Ques Had you any interest direct or remote in the money which purchased that deed of trust from Mr Hill

Ans No sir in no shape whatever sworn to and subscribed before me on the day

G. G. White

at the place and within the hours first
aforesaid . J Ed. Walker
Notary Public

I, J. Ed Walker Notary Public within and
for the County of Jefferson and State of Missouri, do
certify, that in pursuance of the annexed Notice
came before me, at the office of John L. Thomas ^{4th}
Brother in Keillsboro in the County and State aforesaid
David G White who was by me sworn to testify the
whole truth of his knowledge touching the matter
in controversy aforesaid; that he was examined
and his examination reduced to writing, and sub-
scribed by him in my presence, on the day, between
the hours, and at the place in that behalf first
aforesaid, and his said deposition is now here-
with returned

Given at Keillsboro in the County of Jefferson
State of Missouri this first day of Decem-
ber 1871

J. Ed. Walker,
Notary Public
Jeff. Co. Mo.



J Ed Walker Notary fees

Issuing 1 Spa

\$ 0.25

writing depositions 3391 words @ 15.00

5.38

Cert & seal

50

\$ 6.13

Constable G. J. Horine

Serving 1 Spa (pd by Off)

.25

\$ 6.38

John L Thomas
W. H. H. Thomas

~~vs~~

Deborah Clark
Saml. Clark

Depositions
for Plff.

Received per hand of
J. E. Walker opened
and filed Jan 8th 1872
W. S. Boyce clk
V. J. McHornie Depy

The State of Missouri, }
COUNTY OF JEFFERSON. } ss.

The State of Missouri,

TO THE SHERIFF OF THE COUNTY OF JEFFERSON---GREETING:

We command you, that you summon *Samuel Clark and his wife*
Deborah Clark

if *he*, be found in your County, that *he*, be and appear before the Honorable Judge of
our Circuit Court, on the first day of the next term thereof, to be begun and held at the
town of Hillsboro, within and for the County of Jefferson, on the *third*
Monday after the fourth Monday of March next, then and there
to answer unto

John L Thomas and Wm A H Thomas

upon *their* original petition, a copy whereof is hereunto annexed
and accompanies this writ, and have you then there this writ.

Witness, W. S. BOYCE, Clerk of our said

Circuit Court, with the seal thereof hereunto af-
fixed, at office in Hillsboro, this *17th*

day of *January* A. D. 18*72*

W. S. Boyce Clerk Circuit Court.

By *Chas. H. H. H. H.* Deputy.

I acknowledge notice of the within
 writ and waive the necessity of
 the service of the same on the Defendants
 by an officer or the Publication
 of notice to them as non residents
 January 24th 1872 Jos. J. Williams
 Atty. for Defendants

No 20

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

March TERM, 1872.

John L. Thomas &
 Wm. W. Thomas,

vs

Samuel Clark &
 Debora Clark

John L. Thomas &
Wm. H. Thomas. Plaintiffs } In the
vs } Circuit
Samuel Clark & his } Court of
wife Debora Clark, Defendants } Jefferson
Missouri

Now at this day Come the Defendants and answering Plaintiffs petition herein say they have no knowledge or information sufficient to for a belief as to whether or not about the month of August 1869 said Frederickson had paid two of the notes secured by the Deed of Trust mentioned in said petition viz the \$50. note which fell due March 1st 1867 & the \$200.⁰⁰ which fell due March 1st 1868 & the interest on all the notes but Defendants deny the allegation in said petition of Plaintiffs that about that time viz, about the month of August 1869 said Carl C. Frederickson not being able to pay the note mentioned in the Deed of Trust described in Plaintiffs petition falling due March 1st 1869 applied to David G. White for at least a portion of what he was owing him in the purchase of said Land and whereupon said White furnished

out of his own means & money ~~about~~
about seven hundred and fifty Dollars
and bought said Seed of Trust from
said Hill, Defendants have no,
Knowledge or information sufficient
to form a belief as to whether said
White was at the time referred to above
largely involved in debt or not, nor
do they have any Knowledge or
information sufficient to form a
belief as to whether or not said
White was insolvent, nor do they
have any Knowledge or information
sufficient to form a belief as to
whether or not said White at the
time above referred to or at any
other time conceived the idea or
design of hindering, delaying,
defrauding, & cheating his creditors
in the collection of their debts ~~against~~
against him but they do deny
that if he conceived any such
design that these Defendants knew
or had any notice of it, & they deny
that said White ever became or
was the purchaser of said Seed
of Trust & utterly deny that either
for the purpose of carrying out any
fraudulent design or for any other

Purpose he caused the said Hill
 to assign said Deed of Trust to his
 Sister Debora Clark the wife of said
 Samuel Clark, defendants deny that
 said Deed of Trust was bought by
 said White for the purposes of paying
 the amount he agreed to pay for one
 half of said Land & personal
 Property in Pursuance of the agree-
 ment set out in Plaintiff's petition & for
 no other Purpose & deny the allegation
 that Debora Clark never advanced
 one cent for the same but the Consider-
 ation of the purchase ~~money~~ of said Deed of
 Trust was wholly paid by said White
 for Defendants say that the whole of
 the Consideration of the purchase
 of said Deed of Trust from said
 Hill was wholly paid by said
 Debora Clark from her own
 means & that said White did
 not either directly or indirectly
 furnish any part thereof that
 the same was bought by
 & assigned to her in good
 faith & for a valuable & sufficient
 consideration moving from
 her directly to said Hill her assignor
 Defendants have no knowledge or

information sufficient to form a belief
 as to whether or not Carl C. Frederickson
 & G. G. White became indebted to John
~~Murrell~~ Murrell at the time & to the
 amount stated by plaintiffs in
 their petition nor do Defendants
 have any ~~know~~ knowledge or
 information sufficient to form
 a belief as to whether or not said
 Frederickson & White combined
 and confederated together to
 cheat & defraud said Murrell out of
 his just claims but deny the
 allegation that to accomplish
 this fraud upon said Murrell &
 to place the title of said Real Estate
 beyond his reach the said Frederickson
 at the suggestion & with the advice
 & consent of said White conveyed
 to said Debora Clark the Real
 Estate described in plaintiffs petition
 giving her a warranty deed therefor
 without any consideration whatever
 either good or valuable,

Defendants deny that said White
 had paid up for said land according
 to the agreement recited in plaintiffs
 petition or that he was entitled to a
 deed to one half thereof and deny

deny that a Deed was made to said
Debora Clark by said Frederickson at
the direction of said White without any
consideration moving from said
Debora whatever for the mere purpose
of cheating & defrauding, hindering and
delaying the said Murrell in the
collection of his just claims, denies
that in pursuance of said agreement
said Frederickson had delivered up
to said White one half the personal
property named therein or that
a Deed would have been made
by said Frederickson to said
White for an undivided half of said
Land had it not been for the fraudulent,
~~base~~ designs & contrivances & plaintiffs
petition set out the distance of,
all which Defendants deny having
any knowledge of if in fact they
or any of them exist

Defendants have no knowledge
or information sufficient to form
a belief as to whether or not said
Murrell brought suit against said
Frederickson & White before a
Justice of the Peace as charged
in the petition or as to whether or
not he obtained judgment

against them on one of said notes
on the 19th of February 1871 for \$157⁵⁰/₁₀₀
or any sum, or as to whether or not
an execution was issued by such
Justice against Defendants in said
Judgment Frederickson & White, or
as to whether or not any such
Execution was ever returned
nulla Bona or as to whether or
not any Transcript of any
such Judgment was ever
filed in the office of the Clerk
of the Circuit Court of said
County & by him filed & recorded
or as to whether or not any
Execution was ever issued
thereon by the Clerk of said
Circuit Court or as to
whether or not any such
Execution was ever served
on said Land or as to
whether or not the same
was ever sold by the
Sheriff of said County to
Plaintiffs or as to whether
or not they ever received
any Sheriffs Deed therefor, &
deny that any such Deed is or
ever was filed with the
petition of Plaintiffs

Defendants deny that said Debora Clark was trying to ~~bully~~ conizant of any fraud & contrivances of said Frederickson & White & deny that when informed what they had done she gave her full assent ~~denies~~ & deny that she now holds the title to said land & said Deed of Trust for the mere purpose of covering up the title thereto or for the use and benefit of said White & Frederickson & denies also the allegation that she especially holds the same for said White her brother

Defendants deny that said Deed of Trust is fully paid & denies that said Debora Clark will enter the same satisfied on the margin of the Record where it is recorded in the Recorder's office of said County until it is paid. Defendants do not deny that said Deed of Trust is an encumbrance on said land if the legal & equitable title did not both merge in said Debora but deny the right of plaintiffs to have said Deed of Trust ~~destroyed~~ disturbed or set aside or otherwise ~~interfered~~

interfered with by Decree of this Court
as said Debora bought the same
in good faith & paid from her own
means therefor without being
conizant of any fraud intended
by any party or parties thereto if in
fact any fraud by any of such
parties was intended

Aleny that plaintiffs are
entitled to a Decree for said
Land or that said Decree of Trust
& the notes thereby secured, be
cancelled, or that plaintiffs
are entitled to any relief
whenever

Jo. J. Williams
Attorney
for Defendants

John L. Thomas
vs
Debra Clark
et al

Answer of
Defendants

Filed Aug 7 1872
W. S. Boyce
Clerk

John L. and W. H. H.
Honor Plaintiffs

Deborah W. Samuel
Clark, Defendants

In the Jefferson
Circuit Court.

To Joseph J. Williams Attorney
of record of the above named Defendants.

Take notice that depositions
of witnesses to be read on the trial
of the above entitled Cause on
the part of the Plaintiffs will be taken
at the residence of Joel C. Fred-
erickson near Opposition Post
Office in Lawrence County,
Arkansas on the 28th day of April
1873 between the hours of eight
o'clock in the forenoon and six
o'clock in the afternoon of that
day, and if not completed on
that day the taking thereof will
be continued from day to day
at the same place and between
the same hours till completed.

John L. & Honor
W. H. H. Honor

Plaintiffs.

I acknowledge service of the above notice
and advise the issuing of a subpoena on the
28th day of March 1873. J. J. Williams
Attorney for Defendants

John and W. D. H. H. H. H.

Deborah W. Clack
Spencer Clack

Notice to the dep-
ositions

Exhibit A

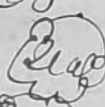
This agreement made and entered into this twenty fourth day of August 1868 by and between Carl C. Alderickson of Jefferson County in the State of Missouri party of the first part and David G. White of the same place party of the second part with the following. First. The said party of the first part agrees to sell unto the party of the second part and the said party of the second part agrees to purchase of the said party of the first part the undivided ^{one} half interest in the following described tract piece or parcel of land and property to wit: The West half of the South West quarter of Section eight, Township thirty nine Range Four in Jefferson County State of Missouri. Also the undivided ^{one} half interest in one pair of mules, one horse and farming utensils for and in consideration of the sum of Seven hundred dollars to be paid within three years after date. The parties of the first and second parts further agree to work said premises and share equally the product of their labor; also sharing equally the expense thereof for the term of three years ~~after~~ ~~date~~ then if the party of the second part fail to fulfill the above contract

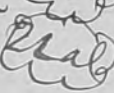
13
Carbon & p. one part 10-00
Postage & Car 12-50
Freight 3-00
Total 15-50

Willing Sep 1922
Certifying Sep 22-22

the premises with such improvements as may be made shall revert back to the party of the first part, said improvements to answer in lieu of rent for said term of three years.

In witness whereof we have hereunto subscribed our hands and affixed our seals this 24th day of August 1868

Leah C. Hedrickson 

David J. White 

Witness

P. C. Bonow-

County of Jefferson St.

The State of Missouri to any Judge, Justice of the peace, Notary Public, or other Judicial officer of ~~the~~ Jefferson County, in the State of New York.

Know ye, that we, in confidence of your prudence and fidelity, do by these presents authorize you to cause to come before you, to be examined as witnesses in a cause pending in our circuit court of Jefferson County, in the State of Missouri, wherein John S Thomas and Wm H H Thomas are plaintiffs and Debora H Clark and Samuel Clark are defendants, all and every such person, and at such time and place as shall be named to you for that purpose by the said John S Thomas and Wm H H Thomas their attorney, or agent. And we command you to examine all and every such person upon his oath or solemn affirmation, first made or taken before you, to testify the whole truth touching his knowledge of anything relating to the said matter in controversy between the said parties, and that you do take ~~the~~ ^{his} examination and reduce the same to writing. When you shall have taken his examination, you are to ~~cause~~ ^{cause} the witness to sign the same; and to that and each examination, at the foot thereof, you are to append your certificate, setting forth the facts that the examination was subscribed and sworn to, or affirmed by the witness, and the day, as well as between what hours of the day on which it was done, and, also, the place of residence of the witness (if known to you). Should any paper or exhibit

be produced or proven, or be referred to by the witness, you are to describe the same in his examination, or cause it to be so marked by him as to establish its identity, and to attach the same to his examination. The examination thus taken, you will cause to be accompanied by a certificate of your official character, attested by the seal of the State; or should it be more convenient, such authentication and proof of your official character may be made by the certificate and seal of the Clerk of any court of record of any county of the State, district or territory, in which you reside, stating also, in addition to the facts of his being Clerk, and that the court is one of record, that, at the time when the depositions were taken, you were an acting judge, justice of the peace, notary public or other judicial officer and duly commissioned as such. And you will return the same, and all exhibits produced to you, annexed hereto, carefully closed up under your seal, directed to the Clerk of the Circuit Court of ~~Jefferson~~ Hillsboro in ~~the~~ and for the County of Jefferson Missouri, with the names of the parties litigant indorsed thereon, with all convenient speed.

Witness W. L. Boyce Clerk of the Circuit Court
with the seal hereof hereunto affixed at office in Hillsboro
March 28th A. D. 1873

W. L. Boyce Clerk
By Tho. Horene Deputy

John L Thomas and
W^m H H Thomas
vs

Nebora H Clark &
Samuel Clark

Commission to take
Depositions

Depositions of witnesses produced, sworn and examined on the 1st day of May 1873 between the hours of eight o'clock in the forenoon and six o'clock in the afternoon of that day at the office of Andrew J. Moore in the City of Watertown Jefferson County, State of New York in a certain cause now depending in the Circuit Court of Jefferson County State of Missouri wherein John F. and W. H. H. Thomas are Plaintiffs and D. W. Clark and husband are Defendants on the part of the Plaintiffs -

Debra W. Clark being produced sworn and examined on the part of the Plaintiffs deposes and says

Ques. Where do you reside?

Ans. In the City of Watertown Jefferson County State of N.Y.

Ques. Are you and your husband the Defendants in this suit?

Ans. Yes.

Ques. Is D. G. White a relative of yours and if so what kin is he?

Ans. He is a relative - a brother

Ques. Do you know the place that D. G. White lived on near Vine land from

A. J. Moore
Notary Public & Commissioner

1868 to 1871?

Ans.

Yes.

Ques.

Did D.G. White have any interest in that farm and if so how did he acquire it - from whom did he get it and how did he get the means to pay for it?

Ans.

He had no interest in it.

Ques.

Do you know any thing about this agreement? (Here the agreement made between Carl Fredrickson and D.G. White dated Aug. 24th 1868 hereto attached and underlined exhibit "A." is shown the witness).

Ans.

I know there was some agreement - some paper - never saw it before - had heard it spoken of by some one in the house on the premises in question, did not know its contents till now -

Ques.

Here you to furnish the money to your brother to carry out that agreement?

A. J. Moore

Notary Public
and Commissioner

or were you to furnish any part of the money for that purpose? And if so state the Circumstances, and what arrangements you had with your brother in regard to the matter.

Ans. No I was not to furnish the money nor any part of it for such purpose.

Ques. How much money did you advance if any to Brad Hill who held a deed of trust on this property? Did you furnish all the money that was paid to Hill for the deed of trust or did D.G. White advance it or a part of it?

Ans. I advanced (\$550) five hundred & fifty Dollars to Brad Hill. I furnished all the money that was paid to him - D.G. White furnished no part of it.

Ques. Under the agreement above referred to as Exhibit "A" D.G. White was to get one half interest in this land and was to pay for it \$700 - now when this deed of trust to Hill was paid off why did you not have Frederickson

Andrew J. Moore
Notary Public and Commissions

to make a deed directly to your brother
for one half of the land as it was
paid for in advancing the money
on the deed of trust?

Ans.

Because I advanced the
money to Hill & he assigned me
the deed of trust & my brother
had nothing to do with it.

Ques.

Did D. G. White occupy the premises
by your permission and if so what
arrangements had you with him
in reference to the rent of the place?

Ans.

~~He was occupying them~~
Yes - but under no arrangement
except that White & Fredrickson
were to keep up the taxes.

Ques.

Did you authorize White to cut
cord wood and ties off the land
and if so how much was he to pay
you for it?

Ans.

No.

Andrew J. Moore
Notary Public
and Commissioner

Ques.
#3

Do you consider that the farm in controversy belongs to you or your brother D. G. White?

Ans.

To me, to the extent of what I paid. I paid Hill ~~and~~ the balance of money to my brother or Frederickson.

Ques.

#3

Did you promise your brother that you would furnish him ^{money} some to buy a farm for him and what money you advanced to Hill was it not to carry out that promise and did you not take an assignment of the deed of trust & in order to sell out the interest ~~your brother~~ Carl Frederickson had in the land and by taking a deed in your own name thus secure the whole title which you could hold for the benefit of your brother?

Ans.

I did not promise my brother to furnish him money to buy a farm - the money advanced to Hill was not to carry out that promise - & I did not take an assignment of the deed of trust in order to sell out the interest of Frederickson in the land & thereby secure the title in myself to hold the same for my brother.

Andrew J. Moore
Notary Public & Commissioner

Ques. Did not Carl. Fredrickson make to you
a warranty deed for the land
dated on or about the third day of
February, 1870 for a pretended con-
sideration of \$800. but for
which you did not pay one cent
and of which you knew nothing
till after the deed was made?

Ans. Yes - except as to the consideration which
I can't remember - I recd a letter from my brother
D. G. White saying such a deed would come
I immediately answered saying I would not
accept it. It afterwards came and
I returned it to my brother who has not
seen it since - I have neither of the letters
nor do I know where they are.

Ques. Do you know why Fredrickson recd
that deed of February 3rd 1870
to you and if so state the reasons
for making it as you obtained
them from Fredrickson or White?

Ans. I do not.

Andrew J. Moore
Notary Public
and Commissioner

Ques.

Is not the place White has been living
on near Vineland his place but
the title is merely placed in you to
prevent his creditors from taking
it from him?

Ans.

No.

Ques.

Did you at the time you obtained
the deed of trust from Hill intend
to make your brother pay you
back the money you advanced for
him or do you intend to make him
pay it back provided you gain
the land in this suit?

Ans.

~~I intended to make~~ I expected Anderson
& White would ^{pay} me back the money
I advanced, & if not that I would
sell the land & the deed of trust
& get my money. I had no obligation
against Anderson or my brother
for the money - if they paid
me my money & interest I had no
further claim.

Andrew J. Moore
Notary Public
and Commissioner

Ques. Did you not buy said deed of Trust
for the benefit of D. G. White and was
it not your intention and is it
not your intention now to enforce
the deed of Trust against the children
or the Creditors of your brother
and not against him?

Ans. I did buy the deed of Trust for the
benefit of D. G. White my brother. I expected
to give him time to pay me for my
advances if he did not pay I intended
to enforce it against the land
in order to get my pay. I did
not and do not now intend to enforce
it against my brother except at the
instigation of his interest in the land should
my advances are not paid. I do not understand as I can
enforce it against him.

Ques. If you gain the land in this suit
do you not intend to let your brother
have the place or else sell it
and invest the proceeds in some
other place for his benefit?

Ans. No.

Andrew J. Moore
Notary Public
and Commissioner

Ques.

Who has control of the farm - who rents it, who pays taxes on it - who gives authority to chop & haul timber from it?

Ans. I do not know - have no knowledge on the subject.

Deborah P. W. Clarke

Taken and subscribed this 1st day
of May 1873 before me

Andrew J. Moore

Notary Public

and Commissioner



State of New York
Jefferson County }

~~I Anson B. Moore~~

I Andrew J. Moore a Notary Public
within and for the County and State
aforesaid do certify that in pursuance
of the within Commission and Notice
came before me at my office
in the City of Watertown in
said County and State Debra W.
Clock who was by me duly sworn to
testify the whole truth of her knowledge
touching the matter in controversy
aforesaid; that she was examined
and her examination reduced to
writing and subscribed by her
in my presence on the day be-
tween the hours and at the place
in that behalf first aforesaid
and her said deposition is now
hereunto returned. I further
certify that Debra W. Clocks resides
in Jefferson County New York.
In witness whereof I have hereunto set
my hand and affixed my
seal this 1st day of April May 1873.

Andrew J. Moore
Notary Public
for Jefferson County

STATE OF NEW YORK, } ss.
Jefferson County Clerk's Office.

I, JACOB STEARS JR., Clerk of the County of Jefferson, and of all the Courts of Record in and for said County, do hereby certify that *Andrew J. Moore* Esq.,

whose name is subscribed to the annexed instrument and thereon written, was, at the time of signing the same, a *Notary Public to act as such* in and for said County residing in the said County, duly authorized; that I am well acquainted with the handwriting of said

Notary

instrument is genuine.

and verily believe that the signature to the said

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Seal of the said County and Courts thereof, this *2^d* day of *May* 187*3*

Jacob Stears Jr. CLERK.
By *Goodloe Dapert*

This agreement made and entered into
this twenty fourth day of August
1868 by and between Carl C. Freder-
ickson of Jefferson County in the State
of Missouri party of the first part
and David J. White of the same place
party of the second part witnesses
as follows; First. The said party of
the ~~first~~ part agrees to sell unto
the party of the second part and
the said party of the second part
agrees to purchase of the said party
of the first part the undivided one
half interest in the following de-
scribed tract or parcel of land
and property to wit: The West
half of the South West quarter
of Section eight, Township thirty
nine Range Four East in Jefferson
County, State of Missouri. Also, the
undivided one half interest in one
pair of mules, one horse and farm-
ing utensils for and in consideration
of the sum of seven hundred dollars
to be paid within three years after
date.

The parties of the first ~~part~~ and
second part further agree to work
said premises and share equally
the products of their labor, also sharing
equally the expense thereof for the

term of three years then if the party
of the second part fail to fulfill
the above contract the premises
with such improvements as may
be made shall revert back to
the part of the first part, said im-
provements to answer in lieu
of rent for said term of three years.
In witness whereof we have hereunto
subscribed our hands and affixed
our seals this 24th day of August
1868.

Witness

P. C. Barrows

Leol C. Frederickson

David J. White

The above is a copy of the agree-
ment.

J. H. Howard & Co.

John L. and W. H. H.
Moore Plaintiffs

vs
Lebron W. Clark and
Samuel Clark, Defendants

In the Circuit Court of Jefferson
County Missouri.

To the above named Defendant.

You are hereby notified
that depositions of witnesses to be
read on the trial of the above
entitled Cause on the part of the
Plaintiffs will be taken at the office
of Andrew J. Moore a Notary Public
in the City of Holbertown, Jeffe-
son County New York on the
18th day of April 1873 between
the hour of eight o'clock in the
forenoon and six o'clock in the
afternoon of that day: and if not
completed on that day the taking
thereof will be continued at the
same place and between the
same hours from day to day till
completed.

John L. Moore
W. H. H. Moore
Plaintiffs.

Circuit Court

John S Thomas D

W. H. H. Thomas

vs

Deborah W Clock D

Samuel Clock

State of New York }
Jefferson County } Ss

Miles Gust of
said County being duly sworn says he
is a Policeman of the City of Watertown
New York duly elected according to
Law. That on the 5th day of April 1873
at the residence of the defendants in
said City of Watertown he personally served
a copy of the annexed notice on each
of the defendants Deborah W Clock and
Samuel Clock by delivering to and
leaving with them a true copy thereof
and that he knew the persons so served
to be the ^{same} persons mentioned and described
in the annexed notice as defendants therein
Sworn to before me this

7th day of April 1873

Miles Gust

A. J. Moore

Clerk of the Court

Jeff Co

Received by El.
Opened & filed
May 10 1873
W L Boyce & Co
B. C. Hornum & Co

Received payment in
full of the above account
and all accounts to
date. A. J. Moore
dated May 16/1873

Circuit Court
John L. Thomas
W. H. H. Thomas
vs
Deborah H. Clark
vs Samuel Clark

Bill of the items
of Commissioner's Costs and Charges in
this action

For taking Deposition \$10.00

" Clerk's Certificate .25

" Serving notice on Defendants 1.75

\$12.00
75
\$12.75

Spun

State of New York
Jefferson County

Andrew J. Moore of
said County being duly sworn deposes
and says that the items charged in the
foregoing account are correct. And that
the disbursements and services charged
therein have been in fact made as rendered
and that the said account is just and
true in all respects.

Sworn to before me
May 16 1873

Andrew J. Moore

Thos. J. Keams

Notary Public in & for Jefferson.

Lucius Caut

John L. Thomas

& W. H. H. Thomas

18

Deborah W. Clark &

Samuel Clark

Bill of Commissioners Court

1275
608
1913

Watutown N.Y.

May 16 1873

John S. Thomas & Bro.

Gentlemen:-

Yours of the 10th Inst came to hand in due season. in regard to the charges in the matter of Thomas et al. vs Clark et al. I would say: The law in the State of N.Y. allows the Commissioner taking the depositions \$10. and for every adjournment \$3.00 Now in your case there was ^{three} adjournments, which in my bill of items I charged you nothing, I simply charged you for taking the depositions and the actual disbursements for further proof I refer you to Section 307 of the Code of Procedure of the State of New York. Enclosed please find bill of items of my account and sworn to by me hoping you may succeed in getting it taxed as costs I remain your obedient servant.

A. J. Moore
Watutown N.Y.

Deposition of witnesses produced sworn and examined on the 23rd day of April 1873 between the hours of eight o'clock in the forenoon and six o'clock in the afternoon of that day at the residence of Carl C. Fredrickson near Opposition Post Office Lawrence County Arkansas before me

Joseph Petty John J P in a certain
Cause now depending in the Circuit
Court of Jefferson County in the
State of Missouri between John B.
Hanna and W. H. H. Howard Plaintiff
and Debra H. Black and Samuel
Black Defendants on the part
of the Plaintiff -

Carl C. Fredrickson being pro-
duced sworn and examined on
the part of the Plaintiff deposes
and saith -

Ques. What is your name, age and residence?

Ans. ~~my~~ name is Carl E. Fredrikson I live
near Appleton Post Office in Lawrence County Ark

Ques. 2 Did you live in Jefferson Co. Mo, if
so when and where?

Aug. 2. 1868. 1st pair on September 1868.

Ques. Did you ever own any real estate
in Jefferson Co. Mo. and if so

how much and where was it situated?

Ans.

I owned eighty acres in Jefferson County Mo
the W^{1/2} of S^{1/2} of sec 8 Township
39 Range 4

Ques.

Do you know any thing about an
agreement between this is a
copy and if so state what you
know about it? (Here a copy of
an agreement signed by Hedeck-
son and David J. White dated
August 24th 1868 is shown to the
witness and is herewith returned
marked Exhibit I).

Ans.

I entered into an agreement with D. J. White
in August 24, 1868. a copy was in possession of
J. P. Barron at (some time) I sold him the
the remainder half of said land above described
half interest in a pair of mules one horse and
farming utensils for which he was to pay seven hundred
dollars inside of three years we were to work the prop-
erty together divide the profits and expenses equally and if
he failed on his part the land and property fell back to me.

Ques.

Please state whether David J.
White ever carried out fully his
part of this agreement?

Ans.

He did not however paid me a dollar inside of
three years he said he would pay me two hundred dollars
before the first of March 1869 if he could not pay the two
hundred dollars he would at least pay me one hundred
I never received any income from the place it was an expense
to me all the time.

with the good however the last few years
of study of the past few years
went up with you. The last few years

Ques. Who occupied the premises described
in that agreement after it was executed?
Ans. J. G. White occupied the premises
the whole three years and after

Ques. Did you or did ^{you} not remain on
the premises all the time after
White got an interest in them
until you ~~the~~ left the County? And
if you did not when did you
remain and what were you doing?

Ans. I remained on the place from fall 1868 till 1st March 1869.
from then I worked for of my time at home the other at Brachvogel
for forty dollars and board until the next September I was away
from home a month budding Peach trees the most of my wages went
to the place I paid the taxes the 3 years out of my earnings I was at home
until March 1870 then I went to work for E. P. White I worked for him until
I left my wages being for part of the time 30 Dollars the balance 25 Dollars
and board

Ques. Did or did not White pay you any
thing for the use of the premises while
he occupied them?

He did not

Ques. Who had possession of the mule, horse and wagon and farming utensils mentioned in the agreement after it was executed?

Ans. Mr. White had possession of them all the time I was not at home.

Ques. Did you or did you not ever receive from White or any one for him any compensation for the use of the mule, horse and wagon &c. while White was using them?

Ans. I did not receive any compensation.

Ques. Did any one have a deed of trust on these premises and if so who and for what amount?

Ans. That Hill had a deed of trust on the premises for seven hundred and fifty dollars the amount and interest

Ques. Was or was not that deed of trust ever paid and if so who paid it?

Ans. The deed of trust was paid off by White or his sister he said his sister paid it off.

Ques. Was the money furnished by Mrs. Debra Black to pay off the deed of trust advanced by her for the benefit of David G. White or was it furnished by her to White in order to enable him to carry out the above agreement with you?

Ans. White said his sister would pay the deed of trust if he could not hold property the executors would take it he said his sister when the agreement was out she would need his part of the place too his little girl about 10 or 12 years old then said that they would let that money go to pay the part of the property until 2 or 3 months before the 3 years run out then he said he did not want the old place for me to pay his sister.

Ques. You held the above agreement requiring David G. White to pay you for a half interest in the land and some money \$700 within three years from the 24th day of August 1868. Had was the deed of trust to God will paid off after that date or prior thereto and if since that day please state the circumstances in full how it

come to be paid off, who furnished the money - and whether this money was advanced & as so much paid on the \$700 under the above agreement?

Ans. The Agreement held by Pl. Barron was all the agreement between us. The Deed of Trust was paid off in the fall of 1869. White's sister told me as soon as the money could be got in it should be paid that their money was out on interest it was my understanding it was so much on the agreement. Ira Hill threatened to sell the place unless it was paid off.

Ques. How much was paid to Ira Hill on the deed of trust?

Ans. There was paid unto Ira Hill seven hundred and fifty dollars interest to all

Ques. Was Mrs. Debora W. Clark on ~~her~~ here and did she see the premises at the time this money was paid to Hill?

Ans. Miss Deborah W. Clark was out there in the spring of 1867 and was all over the premises before the money was paid to Hill.

Ques. Did you see her & converse with her on the subject of White's

interest in the premises and if so please state what she said about buying her brother a place and what she said about paying this deed of trust as part of what was due you if she said anything at all on the subject?

Ans.

I saw her there was not much said about it to me she told me she intended to talk her brother all she could

Ques. Did you ever hear Mrs. Black and David G. White or Miss Henry White converse about the deed of trust or the agreement above referred to and if so state what was said if any thing?

Ans.

I never heard Mrs. Black D. G. White or Miss Henry White say any thing about the deed of trust I don't think I ever saw them there all of them at the same time

Ques. Did you or did not you make a deed to Mrs. Debora W. Clark for the land described in the above agreement and if so state about when and under what circumstances it was made and what induced you to make?

Ans. I made a deed to Miss Debora W. Clark I think in February 1870 the reason why I made the deed was that John Merrill threatened to sue us on note and one Bill White said if we would put the property out of our hands we could make John Merrill wait until we could pay him was all the inducement I had to make it

Ques. How much did Mrs. Clark or any one else ever pay you if any thing, to make that deed?

I never got any pay for making the deed from Miss Clark or any other person

Ques. Was Mrs. Clark present at the time this deed was made?

She was not present at the time the deed was made

Ques. State what object and the only objects you had in making that deed?

The only object was to get more time so I could pay Merrill

Ques. Was there ever a proposition from White to make the deed to any one else except Mr. Clark and if so to whom?

Ans. White requested me to make a deed to Charles Hatch and take his note

Ques. Did you refuse to accept a deed to Charles Hatch and if so why?

Ans. I refused to make a deed to Charles Hatch because I doubted his honesty

Ques. Who was Charles Hatch - or what connection had he with you or White if any?

Ans. Charles Hatch came from Springfield Illinois so he and White saw he was a friend of White's there and he got him to come and work for us on the farm

Ques.

What became of the two mules, the horse wagon and farming utensils mentioned in said agreement? In other words who got them and each of one of them? State fully all about this.

Ans.

I took the two mules and Waggon with me the horse was traded for corn too use on the Place I took some of the farming utensils and some was left on the Place.

Ques.

Of whom did you buy the mules?

Ans.

I traded a yoke of oxen to Herman Brachvogel for one of the mules and sold him oats & hay for the other before I knew White

Ques.

Was not even brought of some of you and White on any notes given to John Merrill?

Ans

There was suit against me and White
brought in favor of John Murrell

Ques

When did you leave Jefferson Co.
Mo?

Ans.

I left Jefferson County Mo on the
7th of September 1871

Ques.

At or about the time you left
did you have any conversation
about the above agreement with
David J. White and if so state
what was said between you in reference
to it - whether he intended to carry
it out at that time and whether
he claimed the mules &c under
it - whether it was considered the
died of trust was to be paid to Mrs.
Black or had been paid already

Ans.

A short time before I left I spoke to
White about dividing the place. I told White
that if he got the best half I would give Murrell a
mortgage on her land appraised and the
one that got the best half make it up in
stock on the place. White claimed every thing
on the place and said he would not let me
take any thing off. White said the place
was good for the trust deed. I wrote
to his sister about dividing the place
but got no answer.

Ques.

Did White or did he not threaten about the time you left that he would have his sister foreclose the deed of trust, sell you ^{out} & pay you nothing and if so what was said?

Ans.

White threatened to have his sister to close the deed of trust sell you out and pay you nothing. He said his sister would have some one to buy it in that no one would over bid the trust deed. He said I had laid myself liable to be Prosecuted.

Ques.

Do you know anything else that would be of advantage to either party to this suit?

Ans.

I told White if him and his sister would pay up Merrill and Miss Cook's Right of Power and bring the notes to P. C. Barrows and have them destroyed I would withdraw all claim I have on the place. Him and Miss Abby White saw they would do so in the presence of a young man then working for White. She also saw she would do so in the presence of P. C. Barrow.

Carl G. Fredericksen

State of Arkansas }
County of Lawrence }

I Joseph Petty John a duly
Commissioned an acting Justice of the Peace
within and for the State and County of
said do certify that in pursuance of
the annexed Notice come before me
at the residence of Carl C. Meden-
ickson near Opposition Post Office
in the County of Lawrence, State
of Arkansas Carl C. Medenickson
who was by me sworn to testify the
whole truth of his knowledge touch-
ing the matter in controversy
aforesaid: that he was examined
by me and his examination reduced
to writing ^{by me} and subscribed by him in
my presence at the place on the
day and between the hours in that
behalf first aforesaid and his said
deposition is herewith returned
I further certify that the said
Carl C. Medenickson resides in
the County of Lawrence State
of Arkansas.

this the 23rd day of April 1873

Joseph Petty John J.P.

State of Arkansas
County of Lawrence
I, John M. Pryde,
County Clerk of Lawrence County
certify that ~~the~~ Joseph Pettiford
is now and was on the 23^d
day of April 1873, at the
time of signing his name
to the within Certificate, a Justice
of the Peace in and for the County
of Lawrence, State of Arkansas
duly commissioned, qualified
and acting, and that ~~the~~
signature aforesaid is his
own genuine signature.

Witness my hand
and official seal
this 23rd day of April
AD 1873.

John M. Pryde CLK
by J. P. Coffin
D.C.

Filed May 21st 1873
W. H. Boyce
Clerk

Thomas
Clerk
Clerk & Clerk

John L. Thomas & } In the
Wm. H. Thomas } Circuit
vs } of Jefferson
Debra Black } County
Missouri

Now at this day comes the
Defendant and moves
the Court to set aside
the sale made by the
sheriff of said County of
Jefferson at this Term
of this Court of Land of
Defendant and at which
Plaintiffs appear to have
been the purchasers of,
said Land for the following
Reasons, to wit,

first Because there
is & was no judgment in
favor of plaintiffs against
Defendant on which said
pretended execution issued
and because said execution
was void because it was
not issued on any & valid
or legal judgment

2nd Because said Execution was & is void because it was issued against Defendant Contrary to Law she being a married woman

3rd Because Defendant being at the time she pretended Judgment on which the said Execution was issued and still being a married woman up to this time and said said pretended to be sold by said Sheriff not being her separate property both said pretended Judgment & Execution are & were void,

4th Because said pretended Judgment is void as the defendant was not liable for the costs for which said Execution issued and because no Judgment

was rendered or could have
been legally rendered
against her therefore

~~Deborah Clark~~
~~Defendant~~

5 Because there is in fact no
judgment on which said
execution issued and because
the execution is not in
conformity with any judgment
Deborah Clark

6 Because the execution was and
is invalid and the sale of land
made thereunder void and ought to
to be set aside in that there was
no taxation of any cost made
by the Clerk of the said circuit
court or any item of cost
upon which any execution
in favor of plaintiffs could issue
or upon which execution did in
fact issue as no costs whatever
were ever taxed by the clerk against
defendants for the items of costs mentioned
in said execution, wherefore the execution
was illegally issued

Williams
for Defendant

Thomas & Thomas

^{to}
Clark & Clark
— —

motion to set
aside sale
— —

Filed Jan'y 22nd 1875
O. H. Merine
Clerk

3800
Circuit Court.

March Term, 1872.

John S Thomas

vs. H H Thomas

vs.

Sammuel Clark

Debora Clark

Judgment, - - \$

Date 18

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Judg't Docket, Page

Thomas & Co

Plaintiff's Atty.

ATTORNEYS: Exercise care and return promptly.

Berlin & Co., Printers and Stationers, St. Louis.