

Jefferson County Circuit Court
Case Files - Civil
January 1874, No. 7

Box 32 Folder 9

Farrall, John

vs.

Russell, Thomas A.

Thomas, William H. H.

Nullity deed

80 acres in S19T43R4E;
depositions

John Farrell, Plaintiff } In the Circuit
 Against } Court of Jef-
 Thomas A. Russell, and } ferson County
 William H. H. Thomas, - Defendants, } State of
 Missouri,
 January Term 1874

The Plaintiff states that on the 16th day of June 1868, he recovered Judgment in the Circuit Court of St. Louis County, in the State of Missouri, against Thomas Haynes for Eleven hundred and ten dollars, and thirty seven cents, and that Execution issued on such Judgment on the 24th day of August 1868, which was delivered to the Sheriff of Jefferson County, Missouri, and which was by him levied on the following described Lands Situate in the County of Jefferson in the State of Missouri, as the Property of the said Thomas Haynes, To wit, the South half of Lot No. One, of the South West quarter of Section Nineteen, in Township Forty Three North, of Range Four East, containing Forty acres; also, the South half of the South half of the South East quarter of Section Nineteen, in Township Forty Three North, of Range Four East, containing Forty acres; and having duly advertised said Lands for sale, the said Sheriff, at the November Term 1868, of said Circuit Court, To wit, on the 25th day of November

1868, sold said two Tracts of Land, at public
sale to the highest bidder for cash, and the
✓ Plaintiff became the purchaser thereof, for
the sum sixteen dollars and fifty cents, and
on the same day received from said Sheriff
a Deed conveying to Plaintiff all the right,
title, and interest of said Thomas Haynes, in,
✓ and to the two Tracts of Land above descri-
bed, which Deed is herewith filed, And the
3 Plaintiff states that by virtue of said Sheriff's
Deed, he acquired all the right, title, and in-
terest which said Thomas Haynes had in, and
to said two Tracts of Land on the first day of
✓ April 1867, or at any time; and Plaintiff there-
fore avers that he is the legal and equitable
owner of said Lands. The Plaintiff
states that said Thomas Haynes on the 5th day
✓ of April 1867, (being then the legal owner of said
Lands) was largely indebted to divers persons,
✓ and to Plaintiff in the sum of Eleven hun-
dred and ten dollars and thirty seven cents, and
for which sum he got Judgment against said
Thomas Haynes as herein above stated, and that
said Thomas Haynes being in very embarras-
sed circumstances and in fact insolvent, concei-
ved a plan to cheat and defraud his creditors
out of their just demands against him, and
to effect such design, he on the 5th day of April
1867, fraudulently conveyed the two Tracts of Land

4 above described to Thomas Ryan, who paid
no consideration whatever for said Lands. And
the Plaintiff avers that the said Deed of the 5th
of April 1867, from said Thomas Haynes to Thomas
Ryan, was made and contrived by said parties
+ for the purpose, and with the intent to cheat
and defraud, hinder and delay the Creditors of
said Thomas Haynes of their lawful actions, debts,
and demands against him, and to deceive and
+ defraud those who should purchase said Lands,
and that the said Thomas Ryan was a party
and privy to the fraud intended, And that
✓ said Thomas Haynes afterwards, to wit, on the
30th day of September 1867, in order to complicate
✓ said fraud, and to remove said property further
from the reach of his Creditors, procured said
Thomas Ryan to make a Deed for said Lands
to Joseph N. Mellor, who paid no consideration
✓ whatever for said Lands, And the Plaintiff
states that the said Deed from Thomas Ryan
✓ to Joseph N. Mellor for the Lands aforesaid,
was made and contrived, by said parties,
and the said Thomas Haynes, for the purpose,
and with the intent to cheat, hinder, delay
and defraud the Creditors, existing and
subsequent, of said Thomas Haynes, out of
their debts, and demands against him, and
to defraud those who should purchase said
Lands; and that the said Thomas Haynes

V Thomas Ryan, and Joseph N. Mellow com-
bined and confederated together to cheat
& and defraud the Creditors, of said Thomas
Haynes out of their just debts and de-
mands against him, and to contrive
✓ a scheme to place the legal title to said
Land beyond the reach of ^{the} Creditors, of said
Thomas Haynes, while he could still have
the secret use and benefit of said Land. The
Plaintiff therefore charges that both of said
Deeds, - the Deed of Thomas Haynes to Thomas
Ryan, and the Deed of Thomas Ryan to Jo-
seph N. Mellow are fraudulent and void as
to the Creditors, present and subsequent, ✓ of said
Thomas Haynes, - and that the Defenda-
nts in this suit, well knew of the fraud-
ulent purposes and intent, with which
the said two Deeds were made, at and
before they took a Deed from Joseph N.
Mellow for one of the above Tracts of Land,
as hereinafter stated, -

And the Plaintiff states that he on the 10th
day of September 1869, brought suit in the Circuit
Court of Jefferson County, Missouri against Geo-
rge Franz and Thomas Ryan to recover posses-
sion of said Land, and that while said suit
was pending these Defendants, well know-
ing the fraudulent intent with ^{which} the said
Deeds from Thomas Haynes to Thomas Ryan

and from Thomas Ryan to Joseph N. Mellor, were made, took a Deed from said Joseph N. Mellor, on the 16th day of November 1869, for the following forty acres of the above described Land, situate in
4 Jefferson County Missouri, To wit, the South half of the South half of the South East quarter of Section Nineteen, in Township Forty three of Range Four East, containing Forty acres, - and although said Deed recites a Consideration of five hundred dollars, yet Plaintiff avers that the Defendants did not pay any money or valuable consideration
X whatever for said Land, - but that said Deed to Defendants was made with intent to carry on still further the fraudulent design, said Thomas Haynes had to defraud ^{his creditors and particularly} the Plaintiff out of the title he acquired to said Land, -
V And Plaintiff avers that the Defendants were employed as Attorneys for said Thomas Haynes, Thomas Ryan, and
V Joseph N. Mellor, and had been engaged in taking depositions, in the case Plaintiff had pending against George Franz & Thomas Ryan, before they took their said Deed from Joseph N. Mellor, - and consequently knew all about the fraudulent intent with which

Plaintiff out of his Judgment obtained
against Thomas Haynes as aforesaid,
And the Plaintiff states that on the 4th
day of May 1870, he brought suit in the Circuit
Court of Jefferson County, Missouri against
Thomas Haynes, Thomas Ryan, and Joseph
N. Mellor to set aside said Deeds for fraud,
and in which suit they still retained Defend-
ants as their Counsel, and that on the 24th day
of February 1871, the said Thomas Haynes,
Thomas Ryan, and Joseph N. Mellor,
knowing their defence to Plaintiff's action,
was untenable, abandoned their claim
and made Plaintiff a Deed, conveying
all their right, title, and interest to said
two tracts of land. And Plaintiff states
that after his said Deed of the 24th day of
✓ February 1871, had been filed for record in the
x recorder's office of said Jefferson County, and
after Defendants had actual notice of it, by
reading it, they filed their pretended Deed,
(Kept in their pockets till then) for record,
and procured the same to be recorded first,
although filed three hours after Plaintiff's
✓ Deed from said Thomas Haynes, Thomas
Ryan, and Joseph N. Mellor, had been filed
for record. The Plaintiff therefore charges, that
the Defendants, as Counsellors and advisors
of the said Thomas Haynes, Thomas Ryan

- 2 and Joseph A. Mellow, well knew of the fraudulent intent with which the said Deed, from said Thomas Haynes to Thomas Ryan, and from Thomas Ryan to Joseph A. Mellow, ^{before they took their said deed from Joseph A. Mellow} were made and continued, - and that they were designed and intended to cheat, and defraud, hinder and delay the Creditors of said Thomas Haynes, - and the Plaintiff therefore charges that the Defendants' Deed to said forty acres of said Land, ^{and is voluntary, fraudulent and void} is without Consideration, and is intended as a continuation of the fraud concerted by the said Thomas Haynes, ^{to defraud his Creditors} and is therefore fraudulent and void as to the Creditors of said Thomas Haynes, and that the Defendants were parties, and privies to the fraud intended by the said Thomas Haynes.
- 3
- 4

The Plaintiff therefore, in consideration of the premises, prays the Court to adjudge and decree that the said Deed, made on the 16th day of November 1869, by Joseph A. Mellow to the Defendants, for forty acres of said Land, be set aside, vacated, and for nought held, as being fraudulent and void, and to grant such other and further relief as may be consistent with Equity, and warranted by the facts and premises.

3

Almer Green
Attorney for the Plaintiff,

In the Circuit Court
of Jefferson County
Tammany Term 1874

John Farrell

vs.

Thomas A. Russell &

Wm. H. H. Thomas

Petition

to set aside Decrs.,

Lot annuities issue

to St. Louis County, for

Thos. A. Russell

Alfred

for Deff.

Filed Sept 26 1873

W. L. Boyce Clerk

By C. H. H. H. H.

Deputy

John Tanell, Plaintiff
against
Thomas A Russell and
William H H Thomas Defendants.

In the Circuit Court
of Jefferson County
State of Missouri

January Term 1874.

The Plaintiff states that on the 16th day of June 1868, he recovered judgment in the Circuit Court of St. Louis County, in the State of Missouri, against Thomas Haynes for Eleven hundred and ten dollars, and thirty seven cents, and that execution issued on such judgment on the 24th day of August 1868, which was delivered to the Sheriff of Jefferson County, Missouri, and which was by him levied on the following described lands situate in the County of Jefferson in the State of Missouri, as the property of the said Thomas Haynes to wit: The South half of Lot No. One of the South West quarter of Section Nineteen, in Township Forty three North of Range Four East, containing Forty acres; also, the South half of the South half of the South East quarter of Section Nineteen, in Township Forty three North of Range Four East, containing Forty acres, and having duly advertised said lands for sale the said Sheriff, at the November Term 1868, of said Circuit Court, to wit, on the 20th day of November 1868, sold said two tracts of land at public sale to the highest bidder for cash, and the Plaintiff became the purchaser thereof, for the sum of Sixteen dollars and fifty cents and on the same day received from said Sheriff a deed conveying to Plaintiff all the right, title and interest of said Thomas Haynes, in and to the

two tracts of land above described, which deed is herewith filed, and the plaintiff states that by virtue of said Sheriff's deed, he acquired all the right, title, and interest which said Thomas Haynes had in and to said two tracts of land on the first day of April 1867, or at any time; and Plaintiff therefore avers that he is the legal and equitable owner of said lands. The Plaintiff states that said Thomas Haynes on the 5th day of April 1867 (being then the legal owner of said lands) was largely indebted to divers persons, and Plaintiff in the sum of One hundred and ten dollars and thirty seven cents, and for which sum he got judgment against said Thomas Haynes as herein above stated, and that said Thomas Haynes being in very embarrassed circumstances and in fact insolvent, concerted a plan to cheat and defraud his creditors out of their just demands against him, and to effect such design, he on the 5th day of April 1867 fraudulently conveyed the two tracts of land above described to Thomas Ryan, who paid no consideration whatever for said lands, and the plaintiff avers that the said deed of the 5th of April 1867 from said Thomas Haynes to Thomas Ryan, was made and contrived by said parties for the purpose, and with the intent to cheat and defraud, hinder and delay the creditors of said Thomas Haynes of their lawful actions, debts, and demands against him, and to deceive and

defraud those who should purchase said lands and that the said Thomas Ryan was a party and privy to the fraud intended, and that said Thomas Haynes afterwards, to-wit: on the 30th day of September 1869, in order to complicate said fraud, and remove said property further from the reach of his creditors, procured said Thomas Ryan to make a deed for said lands to Joseph N Meller who paid no consideration whatever for said lands, and the Plaintiff states that the said deed from Thomas Ryan to Joseph N Meller for the lands aforesaid was made and contrived, by said parties and the said Thomas Haynes for the purpose, and with the intent to cheat, hinder, delay and defraud the creditors, existing and subsequent, of said Thomas Haynes, out of their debts and demands against him, and to defraud those who should purchase said lands, and that the said Thomas Haynes, Thomas Ryan, and Joseph N Meller combined and confederated together to cheat and defraud the creditors of said Thomas Haynes out of their just debts and demands against him, and to contrive a scheme to place the legal title to said lands beyond the reach of the creditors of said Thomas Haynes, while he could still have the secret use and benefit of said lands, the plaintiff therefore charges that both aforesaid Deeds the deed of Thomas Haynes to Thomas Ryan, and the deed of Thomas Ryan to Joseph N Meller are fraudulent and void as to the creditors, prior and subsequent

of said Thomas Haynes, and that the Defendants in this suit, well knew of the fraudulent purposes and intent, with which the said two deeds were made, at and before they took a deed from Joseph M Mello for one of the above tracts of land as hereinafter stated,

And the plaintiff states that he on the 10th day of September 1869, brought suit in the circuit court of Jefferson County Missouri against George Franz and Thomas Ryan to recover possession of said lands, and that while said suit was pending these defendants, well knowing the fraudulent intent with which the said deeds from Thomas Haynes to Thomas Ryan and from Thomas Ryan to Joseph M Mello, were made, took a deed from said Joseph M Mello, on the 16th day of November 1869, for the following forty acres of the above described land, situate in Jefferson County Missouri, to wit. The South half of the South half of the South East quarter of Section Nineteen, in Township Forty three of Range Four East containing forty acres, and although said deed recites a consideration of five hundred dollars, yet Plaintiff avers that the defendants did not pay any money or valuable consideration whatever for said land - but that said deed to defendants was made with intent to carry on still further the fraudulent designs said Thomas Haynes had to defraud his creditors and particularly the plaintiff out of the title he acquired to said lands, and Plaintiff avers that the Defendants

were employed as attorneys for said Thomas Haynes, Thomas Ryan and Joseph N Meller, and had been engaged in taking depositions, in the case Plaintiff had pending against George Frank & Thomas Ryan, before they took their said deed from Joseph N Meller, and consequently knew all about the fraudulent intent with which said Deeds from Thomas Haynes to Thomas Ryan, and from said Ryan to Joseph N Meller had been made - that they were employed to bolster up and endeavor to maintain said fraudulent deeds, And plaintiff avers that the defendants had full notice of Plaintiff's title to said lands before they took their said deed, that they well knew before they received their said deed, that Thomas Haynes had on the 5th day of April 1867 fraudulently conveyed said lands to Thomas Ryan to hinder, delay, and defraud the creditors of said Thomas Haynes, out of their lawful actions debts and demands against him, and that said Thomas Haynes had on the 30th day of September 1869 procured said Thomas Ryan to make a pretended deed to Joseph N Meller for said lands, and without any consideration for the purpose, and with the design and intent to carry out such fraudulent purposes, and that both said deeds were voluntary and fraudulent as to the creditors of said Thomas Haynes, and that Plaintiff was an existing creditor of said Thomas Haynes, and that they the Defendants, well knew that said deeds were made to cheat, and defraud the Plaintiff out of his judgment obtained against

Thomas Haynes as aforesaid. And the plaintiff states that on the 4th day of May 1870 he brought suit in the Circuit Court of Jefferson County Missouri against Thomas Haynes, Thomas Ryan and Joseph M Mellor to set aside said deeds for fraud and in which suit they still retained defendants as their counsel, and that on the 24th day of February 1871 the said Thomas Haynes Thomas Ryan and Joseph M Mellor, knowing their defence to Plaintiff's action was untenable, abandoned their claim and made Plaintiff a deed conveying all their right, title and interest to said two tracts of land. And Plaintiff states that after his said deed of the 24th day of February 1871 had been filed for record in the recorder's office of said Jefferson County, and after defendants had actual notice of it, by reading it, they filed their pretended deed (kept in their pockets till then) for record, and procured the same to be recorded first, although filed three hours after Plaintiff's deed from said Thomas Haynes Thomas Ryan and Joseph M Mellor, had been filed for record. The Plaintiff therefore charges that the defendants, as counsellors and advisers of the said Thomas Haynes, Thomas Ryan, and Joseph M Mellor, well knew of the fraudulent ~~into~~ intent with which said deeds from said Thomas Haynes to Thomas Ryan and from Thomas Ryan to Joseph M Mellor, were made and contrived before they took their said deed from Joseph M Mellor, and that they were designed

and intended to cheat and defraud, hinder and delay the creditors of said Thomas Haynes, - and the Plaintiff therefore charges that the defendants' deed to said forty acres of said land is without consideration and is voluntary, fraudulent and void and is intended as a continuation of the fraud concerted by the said Thomas Haynes, to defraud his creditors and is therefore fraudulent and void, as to the creditors of said Thomas Haynes, and that the defendants were parties and privies to the fraud intended by the said Thomas Haynes.

The Plaintiff therefore, in consideration of the premises, prays the court to adjudge and decree that the said deed made on the 16th day of November 1869, by Joseph McMellor to the Defendants, for forty acres of said land, be set aside, vacated and for nought held, as being fraudulent and void, and to grant such other and further relief as may be consistent with equity, and warranted by the facts and premises.

Abner Green
attorney for the Plaintiff

A true copy of the original petition.

Witness W. S. Boyce Clerk of said Circuit Court with the seal there of hereunto affixed at office, October 30th 1873.

W. S. Boyce Clerk
By C. H. Horine Dep't.

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

The State of Missouri,

St. Louis

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

We command you, that you summon *Thomas A Russell*

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 *Second* Monday after the fourth Monday of *January* next, then and there to answer unto

John Farrell

upon *his* 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 affixed, at office in Hillsboro, this *30th*

day of *October* A. D. 1873

W. S. Boyce

Clerk Circuit Court.

By

W. H. Corine

Deputy.

18719

RETURNABLE
TO
JEFFERSON CIRCUIT COURT.

January TERM, 1874.

John Russell

Thomas A. Russell

leave thy
(original)

at
105 West 5th

for the left
amount \$1.00
Oct 30

William H. Hays

Executed this writ in St. Louis County on the 26th day of November 1873,
by delivering a copy of the writ and petition as furnished by the clerk to Thomas
A. Russell

Philip L. Taylor Sheriff
by Con S. Hickey deputy

facs. 1.00 paid

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

William H H Thomas

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 *Second* Monday after the ~~fourth~~ Monday of *January* next, then and there to answer unto

John Farrell

upon *his* 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 affixed, at office in Hillsboro, this *30th*

day of *October* A. D. 18*73*,

W. S. Boyce Clerk Circuit Court.
By *E. H. Corrine* Deputy.

I Executed the within ^{writ} at the county of Jefferson
State of. Missoury by Delivering to the within ^{named} Defendant
Wm H. Thomas a true copy of the writ and
Petition as furnished me by the Clerk of Said
court on the 19th day of November. 1878

J. B. Mop. Sheff

7
RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

January TERM, 1874.

John Farrell

vs

Wm H. Thomas

et al

Original

Sheff - fee 100

John Farrell Plaintiff
against
Thos A. Russell &
W H H Thomas Defts

In the
Circuit
Court of
Jefferson
Co - Mo. Jan'y Term
A. D. 1874

Now at this day come the
Defendants and move the Court
to require the Plaintiff to give
security costs in the above
Cause for the following reasons
to wit:

1st Because the Plaintiff is
insolvent & unable to
pay the costs

Thomas & Russell
per seffe

John Farrell

vs

~~James~~
Russell Thorne

Motion to rule
the Plaintiff to
give security
for costs

Filed Jan'y 12th 1874
W. S. Boyce C.

John Farrell. Plaintiff
against
Thomas A. Russell and
W. H. H. Thomas Defendants

In the Circuit Court of
Jefferson County Mo.
May Term A.D. 1874

Now at this day comes defendants
and with leave of Court first had, and for
answer to Plaintiff petition in the above cause
say that it is not true as stated in said petition
that on the 16th day of June 1868, he recovered
judgment in the Circuit Court of St Louis Co.
in the State of Missouri, against Thomas Haynes
for Eleven hundred and ten dollars, and thirty cents
or for any other sum, deny that Execution
issued on such judgment or any other
against the said Thomas Haynes, on the
24th day of August 1868 or at any other
time, deny that any execution was delivered
to the Sheriff of Jefferson County Missouri
which was
and, by him levied on the following described
Lands situate in the County of Jefferson in
the State of Missouri, as the property of the
said Thomas Haynes, To wit: The South half of
Lot 12, one of the South West qr of Section 19. in
Township 43 N. of Range 4 E. Con. 40. acres - also
The South half of the South half of the South East
qr of section 19. Township 43. N. of Range 4 E. Con.
40 acres. Defendants deny that The Sheriff of
Jefferson Co. aforesaid had said lands advertised
for sale, deny that The Sheriff aforesaid at the
November Term 1868, of said Circuit Court, and the

20th day of Nov. 1868 or at any other time, sold
said two tracts of land, at public sale to
the highest bidder for cash, deny that
the Plaintiff be ~~came~~ the purchaser thereof,
for the sum of sixteen dollars and fifty
cents or any other sum, deny that Plain-
tiff on the same day, ^{or at any other time} received from said
Sheriff a deed conveying to Plaintiff all
the right title and interest of said Thomas
Haynes, in and to the two tracts of Land
above described, and deny that said
deed is ~~for~~ was filed with Plaintiffs
petition, deny that Plaintiff by virtue
of said Sheriff's deed, acquired all the
right, title, and interest which said Thomas
Haynes had in and to said two tracts of
Land, on the first day of April 1867, or
at any time, Defendants deny that Plaintiff
is the legal or equitable owner of said
Land, Defendants deny that said Thomas
Haynes on the 5th day of April 1867 or at
any other time was largely indebted to divers
persons, deny that Thomas Haynes on 5th April
or at any other time was indebted to Plaintiff
in the sum of Eleven hundred and ten
dollars and thirty seven cents ~~or for any other~~
sum, deny that Plaintiff got judgment
against said Thomas Haynes as therein above
stated, deny that said Thomas Haynes

was in embarrassed Circumstances and insolvent, deny that Thomas Haynes concerted a plan to cheat and defraud his creditors out of their just demands against him and deny that he the said Thomas Haynes to carry out any fraudulent design on the 5th day of April 1867, fraudulently convey the two tracts ^{of land} above described, to Thomas Ryan, who paid no consideration for said lands. but aver that said deed was made for the purposes in said deed described and for the consideration in said deed mentioned and that the said deed conveyed ~~at~~ a fee simple title to said lands to said Thomas Ryan, Defendants deny that said deed of the 5th of April 1867 from said Thomas Haynes to Thomas Ryan, was made and contrived by said parties for the purpose and with the intent to cheat and defraud, hinder and delay the creditors of said Thomas Haynes of the their lawful actions, debts, and demands against him, and to deceive and defraud those who should purchase said lands, and that Thomas Ryan was was a party and privy to the fraud intended, but defendants aver that said deed was for a bonafide transaction and for a valuable consideration as therein expressed. Defendants further answering deny that said Thomas Haynes afterwards, to wit: on the 30th day of September 1869 or at any other time in order to complicate

said fraud, and remove said property further from the reach of his creditors, procured said Thomas Ryan to make a deed for said lands to Joseph N. Mellon, who paid no consideration for said lands, but defendants aver and state the fact to be that said deed from Thomas Ryan to Joseph N. Mellon was for a valuable consideration as expressed by said deed and that the title to said lands passed to the said Joseph N. Mellon by said deed, Defendants deny that said deed from Thomas Ryan to Joseph N. Mellon for the lands aforesaid was made and contracted, by said parties and the said Thomas Haynes for the purpose, and with the intent to cheat, hinder, delay, and defraud the creditors, existing and subsequent, of said Thomas Haynes, out of their debts and demands against him, and to defraud those who should purchase said lands, Defendants deny that said Haynes, Ryan & Mellon conspired and contrived a scheme to place the legal title to said lands beyond the reach of the creditors of said Thomas Haynes, while he could still have the secret use and benefit of said lands, Defendants deny that both of said deeds, the deed of Thomas Haynes to Thomas Ryan, and the deed of Thomas Ryan to Joseph N. Mellon are fraudulent and void as to the creditors, prior and subsequent of said Thomas Haynes, Defendants aver that

said deeds are valid and were made for the consideration therein expressed. Defendants deny that they knew of the fraudulent purposes and intent, if any existed, with which the said two deeds were made, at and before they took a deed from Joseph N. Mello for one of the above tracts of land as therein after stated. Defendants admit that Plaintiff on the 10th day of September 1869 brought in the Circuit Court of Jefferson County Mo. Geo Franz and Thomas Ryan to recover possession of said lands, but deny that while said suit was pending they well knowing the fraudulent intent with which the said deeds from Thomas Haynes to Thomas Ryan and from Thomas Ryan to Joseph N. Mello were made took a deed for ~~said~~ part of said lands, but aver that said deed from Joseph N. Mello dated the 16th day of November 1869 for the forty acres of lands described in Plaintiff's petition was for a good and valuable consideration as therein expressed and without any notice whatever, ~~whether~~ that said deeds of Haynes to Ryan & from Ryan to Mello were fraudulent, if in fact they were as alleged in Plaintiff's petition, therefore defendants say they are purchasers for a valuable consideration without notice any fraud intended by Haynes, Ryan & Mello if in fact any were intended. Defendants admit that

They took the deed from Joseph N. Mellon dated the 16th day of November 1869 for the South half of the South half of the South East quarter of Section 19 in Township 43 N. of Range 4 E. con. 40 acres, but deny that they took the same well knowing the fraudulent intent with which the said deeds from Thomas Haynes to Thomas Ryan and from Thomas Ryan to Joseph N. Mellon were made, if in truth they were made with a fraudulent intent as alleged in Plaintiffs petition, Defendants say it is not true as alleged in Plaintiffs petition that they did not pay any money or valuable consideration whatever for said land, deny that said deed was made with intent to carry on still further the fraudulent designs said Thomas Haynes had to defraud his creditors and particularly the plaintiff out of the title he acquired to said lands, Defendants deny that they were employed as attorneys for said Thomas Haynes, Thomas Ryan and Joseph N. Mellon, deny that they had been engaged in taking depositions, in the case Plaintiff had pending against George H. H. & Thomas Ryan before they took their said deed from Joseph N. Mellon, but aver that the taking of depositions in said case was long after they had taken a deed from said Joseph N. Mellon, deny that they knew all about the fraudulent intent with which said deeds from Thomas Haynes to Thomas Ryan & from Thomas Ryan to Joseph N. Mellon, had

been made, deny that they were employed to bolster up and endeavor to maintain said fraudulent deeds. Defendants deny that they had full notice of Plaintiff's title to said lands before they took their said deed, deny that they well knew before they received their said deed, that Thomas Haynes had on the 5 day of April 1867 fraudulently conveyed said lands to Thomas Ryan to hinder, delay, and defraud ~~the~~ creditors of said Thomas Haynes, and of their lawful actions debts and demands, against him, and that said Thomas Haynes had on the 30th day of September 1869 procured said Thomas Ryan to make a pretended deed to Joseph N. Mellor, for said lands, and without any consideration for the purpose, and with the design and intent to carry out such fraudulent purposes, and that both of said deeds were voluntary and fraudulent as to the creditors of said ^{Thomas} Haynes, deny that plaintiff was an existing creditor of said Thomas Haynes, deny that they well knew that said deeds were made to cheat and defraud the Plaintiff out of his judgment obtained against Thomas Haynes, Defendants ~~admit that Plaintiff brought suit against~~ deny that Plaintiff brought suit against Thomas Haynes, Thomas Ryan and Joseph N. Mellor, on the 4th day of May 1870, deny that on the 24th day of May 1871 ^{or} at any other time the said Thomas Haynes, Thomas Ryan and Joseph N. Mellor knowing their

to be untenable, abandoned Their claim and made Plaintiff a deed conveying all Their right, title and interest to said two tracts of land, Defendants deny That Plaintiff ever filed any deed for record dated the 24th day of July 1874 or any other date from Thomas Haynes Thomas Ryan & Joseph A. Mellor, in the recorder's office of Jefferson Co. Mo. ^{Defendants} ~~and~~ Therefore could not have filed their deed (Kept in their pockets) for record, and procure the same to be recorded before Plaintiffs, Defendants deny That They were ever counselors or employed by Thomas Haynes, deny That They well knew of the ~~intent~~ fraudulent intent with which said deeds from said Thomas Haynes to Thomas Ryan and from Thomas Ryan to Joseph A. Mellor, were made and obtained before they took their said deed from Joseph A. Mellor, and that they were designed and intended to cheat and defraud, hinder and delay the creditors of said Thomas Haynes, Defendants deny That their deed to said forty acres of land is without consideration and is voluntary, fraudulent and void, deny That it was intended as a continuation of the fraud concerted by said Thomas Haynes to defraud his creditors if in truth such was the fact, for defendants aver That They had no notice of such an intent by said Haynes, deny That said deed to them for said forty

acres of land is fraudulent and, void, as to the creditors of said Thomas Haynes, deny that they were ~~were~~ parties and privies to the fraud intended by said Thomas Haynes if in fact any ~~was~~ intended, Defendants further state, ^{that} they purchased the forty acres from said Joseph N. Mellon in good faith and for a valuable consideration as stated in said deed without actual or constructive notice of any fraudulent intent on the part of any of the grantors in said land and that they paid for said land believing that they were getting a good title to the same.

Defendants aver that Plaintiff has no interest in said land either legal or equitable and therefore has no right to maintain this ~~action~~ ^{action}. Defendants therefore state that Plaintiff is not entitled to the relief prayed for, because said deed from Joseph N. Mellon to Defendants was for a good & valuable consideration and valid in law. Defendants ask to be discharged ~~with~~.

Thomas A Russell

By W. H. A. Thomas his atty and
W. H. A. Thomas
per se.

John Farrell

03

Thomas A. Russell

W. H. Thomas

Answer of Septo

Filed April 6 1874

W. L. Boyce Clerk

By C. H. Woodward

NOTARY PUBLIC'S SUBPENA.

THE STATE OF MISSOURI.

To

Wm. J. Muller

Thos. H. Hayes

Greeting:

You are hereby commanded, that, setting aside all manner of excuse and delay, you be and appear before *W. J. Muller*, a Notary Public, within and for the County of SAINT LOUIS, in the State of Missouri, on

the *10th* day of *January* A. D. 187*3*, at the hour of *2* o'clock in the afternoon of said day at *office of D. S. Macfarland 302 Chestnut* in the City

of SAINT LOUIS, in the County of SAINT LOUIS, and State of Missouri, then and there to testify, and the truth to say, in a certain cause now pending in the *Circuit Court of Jefferson County Mo* wherein *John Farrell* is

Thos. Russell et al are the plaintiff, and defendant *S*, on the part of

the plaintiff. Hereof fail not at your peril.

Wm. J. Muller
Notary Public within and for the County of

SAINT LOUIS, in the State of Missouri, with notarial seal hereto affixed, at SAINT LOUIS, in said County, on this the *2nd* day of

January A. D. 187*3*.

Wm. J. Muller

Notary Public, St. Louis County, Mo.

State of Missouri, V. J. Muelley being
County of St. Louis, ss of lawful age and
married to J. J. Muelley, do hereby certify that

he served the within notice
on the within named
witness by leaving him
a copy of the same

V. J. Muelley

Subscribed and before me this 5th day of Jan 1873
Geo. D. Bick

Notary Public
St. Louis Mo



NOTARY PUBLIC'S SUBPENA.

THE STATE OF MISSOURI,

To

Greeting:

V. B. Mullery
You are hereby commanded, that, setting aside all manner of excuse and delay, you be and appear before
~~V. B. Mullery~~ *V. B. Mullery*, a Notary Public, within and for the County of SAINT LOUIS, in the State of Missouri, on

the *19th* day of *January* A. D. 187*3*, at the hour of *2* o'clock in the
after noon of said day at *Office of R. M. McQuinn 302 Chestnut* in the City
of SAINT LOUIS, in the County of SAINT LOUIS, and State of MISSOURI, then and there to testify and the truth
to say, in a certain cause now pending in the *Circuit Court of Jefferson Co. Ind Mo*
wherein *John Farrell* is *Plaintiff*, and
Thos Russell et al. are *Defendant*, and
the *Plaintiff*.

Hereof fail not at your peril.

Witness,

V. B. Mullery
~~V. B. Mullery~~

Notary Public within and for the County of

SAINT LOUIS, in the State of Missouri, with notarial seal hereto affixed, at

SAINT LOUIS, in said County, on this the *2nd* day of

January A. D. 187*3*.

V. B. Mullery

Notary Public, St. Louis County, Mo.

State of Missouri
County of St. Louis

Appearing duly sworn says:

I Obedient the within notice
in the within named witness
to learn a copy of the
same at his place of business
W. F. Mullay

Given to & subscribed before
me this 16 day of January
A.D. 1873.

Notary Public
Edmund C. M.

Emm. C. M.

NOTARY PUBLIC'S SUBPOENA.

THE STATE OF MISSOURI

To

James Ryan

Greeting:

V. J. Mullery

you are hereby commanded, that, setting aside all manner of excuse and delay, you be and appear before

10th

day of *January*, A. D. 187*3*, at the hour of *2* o'clock in the

after

noon of said day at *office of R. S. Muehler 302 Chestnut* in the City

of SAINT LOUIS, in the County of SAINT LOUIS, and State of Missouri, then and there to testify, and the truth

to say, in a certain cause now pending in the

Circuit Court of Jefferson County Mo

wherein

John Barrell is plaintiff, and

John A. Russell et al

defendant, on the part of

the

Respondent. Hereof fail not at your peril.

V. J. Mullery

Witness, ~~V. J. Mullery~~, Notary Public within and for the County of

SAINT LOUIS, in the State of Missouri, with notarial seal hereto affixed, at

SAINT LOUIS, in said County, on this the

Jan 1

day of *Jan*

1873

A. D. 187*3*

V. J. Mullery

Notary Public, St. Louis County, Mo.

State of Missouri, V. S. Mullery of Campbell
County, H. G. Jones Page being duly sworn in
his oath says he served the
within notice on the within
named witness by leaving a
copy of the same.

V. S. Mullery

Given W. Subscribers reference
this day of Augth 1873

Geo L Bork

Notary Public, &

St Louis Mo



Depositions of witnesses produced
sworn and examined on the 10th days
^{13th 14th 15th 21st + 25th}
of January A.D. 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 R.
S. Mac Donald Esq No 302
Chestnut Street in the City of
St. Louis County of St. Louis and
State of Missouri before me
V. F. Mulvey a notary Public duly
commissioned and qualified
within and for the County and
State aforesaid in a certain
cause now pending in the Jeff-
erson County Circuit Court State
of Missouri wherein John
Farrell is Plaintiff and J. A.
Russell et al defendants
on the part of the plaintiff
Taken by consent of parties R. S. Mac
Donald appearing for plaintiff
J. A. Russell appearing for Defendants

211

115

" 5 211

" 5 211

211

Ques.

J. A. Russell being of lawful
age duly sworn deposes and
says. My name is
What is your name, residence

business?

Ans. J. H. Russell, my residence St. Louis I am a lawyer by profession.
Q. Are you one of the defendants in this suit?

Ans. Yes Sir.

Q. Do you know Thos Haynes
Ans. I know one Thos Haynes.

Q. Do you know John Farrell?
Ans. I know John Farrell.

Q. What is the business and where is the residence of Thomas Haynes?
Ans. He lives in St. Louis and his business a die sinker and stencil cutter.

Q. Do you know Joseph N. Mellon?
Ans. I do.

Q. Where is his residence, and what is his business?

Ans. I don't know but I believe he lives in St. Louis. I don't know his business.

Q. What is his age, weight and complexion?

Ans. I don't remember his complexion. I speak of the man from whom I received the deed to some property in Jefferson County.
Q. Yes?

Q. When did you receive a deed from Joseph N. Mellon?

- Ans I dont remember but the deed will show the date.
- Ques Was not the deed you ^{refer} relate to dated Nov 16th 1869?
- Ans I cant remember the date I think however it was in the year of '69 but I am not positive.
- Ques How many acres did this deed purport to convey that you ^{Thomas} received from Meller?
- Ans 40 acres.
- Ques Did you ever receive any other deed for lands besides this 40 acres you have spoken of?
- Ans I have received a great many ^{deeds} but no other from Meller.
- Ques Do you own, or claim to own, any other land except that mentioned in the deed from Meller to Thomas in Jefferson County Mo?
- Ans I own Agricultural land, but I dont know whether they lie in Jefferson County or not, I think however they do not.
- Ques Do you remember of a certain law suit pending in the Jefferson County Circuit Court between John Farrell plff. & Thomas Ryan & George

Francis' defendants in the year of 1890 concerning the land which was after wards conveyed to you by Meller?

Ans I remember of such a case pending.

Que Were you not attorney in that case?

Ans I think I was.

Que Were you present at the taking of the depositions?

Ans I was present at the taking of the depositions in that case. John Quincy Adams Fitchey was the Notary before whom the depositions were taken.

Que Who did you appear as Counsel for in that case?

Ans I appeared for ^{Joseph N} Meller.

Que How often did you appear there?

Ans I appeared once or twice. I cannot say positively.

Que Do you remember of one Thos Ryan being sworn in that case?

Ans I remember that Thos Ryan was a witness.

Que Do you remember the substance of his testimony?

Ans

I do not.

Do you remember of Thos Ryan testifying that he had bought these lands from Thomas Baynes and that he had paid a certain amount of money for them & took a deed from Baynes himself and that he immediately afterwards received the same money back again from Baynes?

Ques

I have no recollection of hearing him testifying as to that, but I understood that he did testify to that effect.

Ques

Then did you understand that he testified to that effect?

Ans

At the time the deposition was taken before Fritchey.

Ques

Did you read the deposition of Thomas Ryan at the time it was taken by Fritchey or soon thereafter?

Ans

I don't remember whether I did or not.

Ques

Do you remember of going down to the office of Reacock & Cornwall at the time the depositions were taken?

Ans

I do not

Do not you know that Peacock & Cornwall represented Mr. Farrell & that you represented the opposite interest?

Ans

I think Messrs. Peacock & Cornwall represented Mr. Farrell, and I appeared during a part of the examination in the interest of Mr. Meller but I left before the deposition was concluded.

Que

Had Mr. Meller any interest or pretended interest in these lands to protect?

Ans

Que

He so represented to me. Do you remember of reading a deposition of Thomas Ryan taken before Frichy at Peacock & Cornwall's office and saying I will wash my hands clean of this transaction. I am now satisfied that this is a case of perjury and fraud on hands to that effect?

Ans

Que

I do not so remember.

When Tho. Ryan was asked the question "where did the money come from did you not make the objection that it was in-

Ans

incompetent & incompetent?
I have no recollection of it; but
I presume I did as the depo-
sitions which I have just
examined show that I made
such objection.

Que,

Don't you know you did not
appear after that except to
read the deposition?

Ans.

I don't remember of appear-
ing after that at all. I may
have read the deposition at
the time but I have no recoll-
ection of it now.

Que

Do you remember of Mr. P. H. Ryan
testifying to these words
"After the suit was instituted
I signified my wish to Mr.
Haynes that he should make
the title over to somebody else
so that I would not have
anything to do with it" after
reading the solicitation of
Mr. Haynes I made the
title to Mr. Miller it is the
Mr. Miller who was present
here to-day I do not know
his first name.

Ans

I do not but on examining the
deposition before me I see such
testimony is reported to have been

given by him.

Q. The deposition you speak of examining now, is it the deposition of Thomas Ryan which is marked exhibit "A" and herewith filed & taken before J. L. A. Fritchey.

A. It is.

Q. Did you not refuse to have anything further to do with the case and when you found that no consideration ^{was} ~~moving~~ ~~moving~~ from Ryan to Haynes?

A. I don't remember of her. I found that out. I remember however, of stating that I didn't propose to have anything more to do with that case. I don't remember to whom or when I made that statement.

Q. What caused you to make that declaration?

A. I presume it was the character of the testimony given in that deposition.

Q. Hadn't you received a fee from Haynes at that time & hadn't he been in frequent consultation with you about it?

Ans

I had not received a fee.
I met Mr. Haynes with Mr.
Mellon once or twice. They had come
to my office. I don't remember
to have held any consultation
with Mr. Haynes over that
matter.

Ques

Then you not satisfied after
the taking of Ryan's depo-
sition when he detailed the
circumstances of the bargain
between ^{Haynes & Ryan} ~~them~~ and the manner
in which the consideration
pretended to pass. That the
conveyance of the lands in
question were fraudulent
and void; and was that
not the reason that caused
you to say you would ^{have} not
any thing further to do with
the transaction?

Ans

Question objected to by the
defendants for irrelevance
because it is leading in its
nature.

Ans

I don't now remember what
conclusion I came to; but I
do remember that I thought
there was a ~~very~~ poor pros-
pect of success in that
case.

Que

After you had found out what you did in Feb 1869, why did you nine (9) months after that time take a conveyance of 40 acres of that land to yourself and Co-defendant Thomas of Hillsboro Mo?

Ans

I had a deed to the land ^{prior} to that time, I think this deed for some reason or other was destroyed and another one made, which I sent to Mr Thomas my co. defendant. The deed was given to me by Mr Moller for legal services ^{and to be rendered} rendered by me for him.

Que

That deed was not to be recorded was it? by the arrangement between you and Mr Thomas?

Ans

I had no arrangement with Mr Thomas but when I sent it down I told him not to record it just then?

Q

Was not the object in telling Thomas not to record that was to wait to see if Mr Farnell title could be defeated?

Ans

I don't remember. I presume the deed

Ans

Did Thomas know you were going to have his name as a

grantee ^{in it} ~~that~~ or did he acquiesce, or did you suppose he would acquiesce?

Ans I think I wrote to Mr. Thomas before the last deed was made. Q. Why did you put his name in it. Meller didn't know it; and he

Ans I put Mr. Thomas name in it on the condition that he was to attend ^{any which might arise} ~~the suit~~ pending in Jefferson County.

Q. Did you pay any money for the land?

Ans No Sir. The consideration for the deed was for services rendered & to be rendered.

Q. What services had you done at the time; any more than attending to the deposition of Ryan?

Ans I had had several consultations about it & I think I had drawn some papers and I had examined the case to some considerable extent.

Q. Did you draw the deed from Haynes to Ryan?

Ans I do not know whether I did or not. Nor am I positive I did not.

Q. Did you draw the deed from Ryan to Meller?

Ans I do not remember whether I did or not I may or may not.

Que Was it you in the suit with Mr. Smith in the St. Louis Circuit Court against Farrell and Francis?

Ans At Mr. Smith's solicitation I assisted him in the trial on the last day.

Que Did not you know that Farrell got judgment against Haynes & Francis for about \$1000 -

Ans I know Farrell obtained a judgment in that case.

Que You know that Farrell got out an execution for the lands in Jefferson County.

Ans I remember of hearing from some source that he had, but I don't know when or from where, or from whom.

Que Did not Haynes introduce you to Meller?

Ans I don't remember did Haynes ~~pay~~ pay you for your service in the St. Louis Circuit Court?

Ans No he did not. I think I ^{Dr.} made my contract with Smith before you present at any time when there was an introduction between Meller & Thomas the Lawyer.

or was there an intention to your knowledge?

I was not present at the interview nor do I do know of any interview having taken place

2. Do you remember of writing a letter to Thomas telling him to send up & deliver the deed and delivering that letter to R. S. Macdonald?

I remember of writing a letter to Mr. Thomas at the instance of Mr. Macdonald but I can't now state its contents from memory. Mr. Macdonald represented to me that the matter between Mr. Haynes & Mr. Farrell and the controversy about this land had been settled & that Mellen had deeded the land to Farrell. I think I told Mr. Macdonald at that time & perhaps so stated in the letter that so far as my interest was concerned I was willing to return the deed if Mr. Mellen would pay my fee. I think I wrote this letter at that time. The letter I allude to was the one given to Mr. Macdonald as I think

an instruction to Mr Thomas
to return the deed
Was there any understanding between
you & Mr Muller before you
wrote that letter to Mr Thomas
^{There}
I was not. I hadn't seen
Muller.

An

~~Did I hold out any~~

Did Mr Mac Donald hold
out any inducement to you
or promise you any fee in this
matter?

Ans
Q

No Sir

Did you write that letter in
good faith to Thomas & send
back the deed.

Ans

I did

Had you done any thing to offend
him (Thomas)

Ans

No Sir, not that I know of
Did you not expect & be-
lieve that he would send the
deed at once when you wrote
the letter?

Ans

I don't remember what I thought
about it then. I knew he was
interested in the land

Q

Did you not know at that time
that Thomas & Barnes had been
found guilty of making a false
affidavit concerning these

Ques And I think he was find \$1000 -
Ans I think Mr MacDonald stated
to me that Mr Hapner had
been prosecuted for perjury
but I did not ^{know} it was con-
cerning these lands.

Ques Did Mr MacDonald not inform
you that Meller had stated that
he had given the deed to you
& that Mr MacDonald wanted
to know if it was true and
at once give it up & did you
not reply that you would give
him (Meller) in order on Thomas
in Jefferson County to deliver it
up.

Ans I don't remember the conversation
between Mr MacDonald and
myself; but I think I told Mr
MacDonald I would write Mr
Thomas a note to send me up
the deed.

Ques The services that you rendered for
this conveyance were simply the
attending of the depositions &
writing of the deed ^{& consultation} were they
not?

(Objected to by Deft as leading &
inclarant.)

Ans Then examining the authorities in
the case

Q. Did Miller not come to you & ask you to give up the deed?

A. He did not —

Q. Have you seen Miller lately?

A. I have not seen Miller for 12 months since that time in still a few days since. He came into my office one evening just about dusk.

Q. Did he come to see you about this business?

A. He did not tell me what his business was, but during the conversation that occurred between him & me I told him of the depositions & asked him if he would come around and be a witness, that I would like to have him sworn in the case. He said, first he would, but afterwards said he would not be here.

Q. Where did he live at that time?

A. He did not tell me, I think however he lives near the City somewhere.

Q. Was Haynes present when Miller gave you the deed or with his consent?

Ans I dont think he was
Ques That reason did Thomas
give you for not complying
with your request in sending
up the deed

Ans I dont think he ever gave
me any

Ques That was the reason he re-
fused to do you honor?

Ans If he ever gave me any I
dont ~~know~~^{now} remember

Ques Had he rendered any service
that you know of?

Ans I think he filed an answer
in the case against Mellen
brought by Farrell and kept
general supervision over
the case.

It was made by current mail to
the lateness of the hour.

January 13th at 3 P. M. 1873

V. J. Mullery
Notary Public
St. Louis Co Mo

Pursuant to adjournment as above
stated ^{on Jan 13th 1873} I resume the taking
of said deposition as follows:

Ques

Did you ever receive any letter from your Co-defendant Thomas in regard to this land?

Ans

I have received several letters

Ques

Where are those letters

Ans

Some of them I presume I have here. I cannot state how many of them I have I wrote letters to him.

Ques

Will you furnish a copy of any them you had

Ans

Yes I furnish the copy of the letter marked exhibit B. (Therewith filed)

Ques

Will you furnish copies of letters written to your co-defendant Thomas? If yes? When if no - why not?

Ans

I have no objections to furnishing Mr Thomas's letters, at least a part of them, as some of them refer to private matters. I will furnish all extracts concerning this land on condition that I am paid for my time for copying them.

Cross-Examination
By Wm J. H. Russell Esq.

Ques

An

Ques How did you first become connected with Meller in reference to this land
An Mr. Meller came to my office I think with S. M. Smith & represented to me that he had purchased the property in question of from Thos. Ryan & perhaps Haynes interest also I am not certain however about Haynes interest. He stated to me the land had been sold under an execution in favor of Farrell against Haynes, but stated that the execution under which it was sold was issued from St. Louis County & that no notice had been given the defendant in the execution & asked me if I thought that was a valid sale. I told him I did not think it was under our statute. He asked me if I would undertake to get a title to the land for him in Conditional fee. He said he would give me a fee of that kind if I would take it. I told him if he would give me a deed to one half

of the land I would take the
under latter his case, I wrote
to Mr. Thomas my co-defen-
dant & he agreed to attend
to all matters concerning
the land in Jefferson County
for one half of my interest. My
The fee in this case was the
consideration given for the land.
I have never received any other pay
for this matter than the deed
to the property in question.
So much of the above answer as
are declarations of Meller
is objected to as being hearsay
by Plaintiff Attorney.

Ques When was the arrangement made
between you & Meller in reference
to this land?

Ans I don't ~~know~~ remember the
exact date but know it was
prior to taking of the depo-
sitions.



Thos A. Russell
I now to & subscribed before me
this 13th day of January A.D. 1873

V. J. Mulvey
Notary Public
St. Louis City
Mo

Depositions of witnesses produced
on and examined on the 14th day
of January A.D. 1873 between the
hours of eight o'clock in the forenoon
and six o'clock in the after-
noon of that day at the office of
R S McDonald 302 Chestnut St
in the City of St. Louis County of
St. Louis and State of Missouri
before me V. F. Muller a Notary Public
duly commissioned and qualified
within & for the County of St. Louis and
State of Missouri in a certain cause
now pending in the Jefferson Court
Circuit Court State of Missouri,
wherein John F. Farrell is plaintiff
and W. H. Russell et al are
defendants on the part of the
plaintiff

Thomas Haynes
being of lawful age duly sworn
deposes and says.

My name is Thomas Haynes

My business is Engdover, Page
46. My residence 1127 Biddle
in the City of St. Louis Mo
Do you know Mr John Farrell
I do, I know Joseph St. Mell
Thomas Ryan, & Thomas H. Russell
Do you know that. The first
2. suit I had ^{a suit} against Mr Farrell
in the St. Louis Circuit Court
I sued him for \$500 —
Farrell had a suit against
myself & Frank S. M. Smith ^{Frank S. M. Smith}
who was assisted by Mr Russell deft
in this case ~~more say~~ ^{attorney}
defended me in that case
He obtained a Judgment
against us in that case, I
owned land in Jefferson City
at that time ^{suit was commenced} I gave a one tract
adjoining each other, I bought 80
George Frank & I bought 80
acres from Antoine Vear.
After that I bought 40 acres
from a man named Burns.
I think. It was not Burns from
whom I bought but Buckley.
I bought no more lands from
any body else. all these lands
were all joining each other. Frank
& I bought 80 acres together, I then
bought 40 acres for myself
There are all the lands I ever

own or claimed to own in Jefferson County. I made a conveyance of these lands to Thomas Ryan about the time that suit was commenced. I don't remember whether I was served with a notice of suit about that time or not.

Q. Then did you convey that property to Thomas Ryan?

A. I don't know whether it was before or after the suit was brought.

Q. Why did you convey this land in Jefferson County to Thomas Ryan?

A. I conveyed it to him to save it from Mr. Farrell; (objected to as being irrelevant & deft.),

Q. How came it from Mr. Farrell (objected to as irrelevant & deft.)

A. Mr. Farrell presented me with a bill I didn't think I owed him. I then conveyed these lands to prevent Mr. Farrell to take it from me.

Q. How did you think he would take it from you?

A. By judgment obtained in Court.

Q. What consideration did you get from

Note
2 Last
Questions
objected to
as being irrelevant

Thomas Ryan
I got \$2500.

Qm
Lues
Ans

What did you do with the money
I gave it back again. I only
took it to make the sale as
I thought. ~~to make it~~ legal.
How soon after you received it
did you give it back to him?
18 In five or ten minutes after
I received the \$2500 - I gave it
back to him.

2.

How many was it?

I don't know. She told me they got
it out of the Bank.

Q

It was not your money was it?

Ans

Only while I had it.

What did you & he agree about
it before the transaction took
place.

Q

(Objection was being irrelevant)
I told Mr. Ryan about the Bill
of Mrs. Farrell & I told him at
the same time I thought if Mrs.
Farrell should happen to make
good ^{take} the his claims he would
take my lands from me. She
then told me to sell them to
him & I would be very sure that
that Mr. Farrell would never get
them. Those are his words as well
as I can be collected.

I sold them to him, as quiet as possible, Mr. S. M. Smith drew the deeds. Nobody advised me to do this as I am aware of except Ryan. I did not consult with Smith about it, at least I don't think so. I presumed that if Mr. Forrell didn't get a judgment against me, he would give them back at least I supposed so. This was not the understanding between us but I presumed so that he would give them back to me. I thought when I sold the lands to him, he would hold on to them until such time as he saw fit to give them back to me. I never got a dollar as a consideration to keep from Ryan for those lands. I

2 Did you ever get any consideration from Meller for the Jefferson County lands? for the conveyance you made to him?

14 I am not aware that I sold the Jefferson County land to Meller. He got them from Ryan.

Ans. Those advised Ryan to sell to Meller. (objection to as being irrelevant)

A I believed I advised him myself

2

Did not Ryan refuse to hold the funds any longer & notify you & to get something else to hold them

Ans

Ryan told me he would rather I would get somebody else to get possession of them as he didn't like to get any body else to carry them ~~through~~.

2.

Tell me what did you do

Ans

I told Meller to go & try negotiate with Ryan for them & try & make the best arrangement for himself so that it would be a legal sale.

Q

Did he say he would do it for you

Ans

Yes.

2.

On what terms were you & Meller at that time.

Ans

We were great friends at that time, at least I considered so.

2.

Where you present when the arrangement was made?

Ans

No sir -

2.

What consideration was Meller to give to Ryan?

Ans

I don't know -

2.

Do you know of any consideration yourself.

Ans

No sir

Q.

Do you know what price was to be paid

Q No sir
2. State why you got Meller to
go & take the lands or purchase
the lands or buy the lands and
your own records.

(objected to as irrelevant &
leading).

Ans Because Ryan told me he would
rather I would get some one
else to buy the lands that he
didn't like to have anything to do
with it. Meller being a friend
of mine I asked him to go & buy
them from Ryan & make the best
terms possible with him & make
it legal.

2. In case Mr. Farnell was
dear in the suit what was
to be done by the lands by Meller
(objected to as irrelevant & leading)

Ans I presumed on Meller as a business
friend, that in case Mr. Farnell
did not obtain a judgment &
against me he would return them.

2 Return the lands to whom
Myself

Ans Did you ever get any consideration
from Meller for these Jefferson
County lands?

Ans No sir.

2 Did you ever get any consideration
from Thos Ryan for the Jefferson County

It nothing but what I stated before
the \$2500 - & I gave it back
to him again -

2. Why did you give him the \$2500
back?

Ans Because I didn't expect that
he was going to be out of money
for this land, I gave it to him right
back

I adjourned owing to the lateness of
the hour to July 14th at 2 P. M.

V. J. Mullery
Notary Public
St. Louis, Mo

Pursuant to adjournment
as above stated I resume
the taking of said depo-
sition as follows.

2. Did you get any consideration
for the lands conveyed to
Thomas Ryan

Ans Nothing but the \$2500 - & I only
retained that about 5 or 10 minutes

2. Were you ever benefited in
a financial point of view
for the lands you gave Thomas
Ryan?

Ans No sir

Ques Do you remember of your

3

deposition ~~was~~ ^{being} taken when
Ryan was asked where he
got the money to ~~buy~~ ^{buy} those
lands in it.

Ans. No, I was never there when
Ryan was examined.

Q. Do you know of Meller ever
getting any consideration
from Meller for those lands?

Ans. No sir -

Ques. Did you ever when did you
first converse with T. A.
Russell about these lands
in Jefferson County?

Ans. I am not aware that I
ever had any ~~consideration~~ ^{versalation}
about it with T. A. Russell.
Nor with Meller Ryan or any-
body else.

Q. Did ^{Meller} ~~you~~ not know that you
told Meller that Ryan had
told you he did not want
to hold the lands any
longer then advised Meller
to go & take the conveyance
of the lands from Ryan
it was about a week after
that Meller got them from
Ryan

Did Ryan ever tell you
that it was not a bona fide
sale -

Ans ~~He said~~ Yes Sir

Ques Did you tell Meller that
Ryan said so.

Ans I can't say positively but I think
I did.

Ques That was the agreement
between you & Thos Ryan
before the conveyance took
place?

Ans That he was to give me \$2500.00
then for me to give it back
again. Then this was to be
given back to him

2. Was this to be done before
a witness

Ans Yes Sir

Q How was it to be given back
Before a witness or secretly

Ans Secretly -

Ques So when did the land ^{in Jefferson Co} belong to
at the time Farrell got judgment
against you?

Ans To Ryan I believe Mr. Farrell is by
right the owner of this land I gave him
a quit claim deed for the same

Witnessed before me this 18 day of
May A.D. 1842
Thomas Haynes
J. F. Muller

JOHN J. DALY & CO.,
Wholesale Stationers,
St. Louis.

Deposition
Thos Ryan

Thomas Ryan being of lawful
age duly sworn deposes & says:

Ques

What is your name, residence
age place of business, & occu-
pation?

A

Thos Ryan my residence 1017
Chestnut ~~118~~ ¹¹⁸ Olive ^{in City St Louis Co Mo} is my
place of business - my occu-
pation is Salesman -

Ques

Did you ever have any business
transactions with Thos Haynes
Engraver,

Ans

Yes Sir - In the year of about
1867 in the Spring of that year
Haynes conveyed some lands to
me in Jefferson and County Mo
I held ~~it~~ ^{it} for some time, when
I learned Farrell was bring-
ing suit against him & not
wishing to be mixed up in
law matters I told him to
convey the lands to some other
person as I did not think
the conveyance to me was
legal. He introduced
Meller to me and told me
to convey the lands to
Meller (Haynes told me to
do so) and I did so & was
to receive notes in payment

Q. Did you ever receive the notes
A. No Sir —

Did you ever receive any considera-
tion for the lands which you
conveyed to Miller?

A. ~~Nothing~~ ^{Nothing} whatever.

Q. Who drew the deed?

A. I don't know.

Q. Who paid for the drawing of it?

A. I don't know.

How did you hold those lands
that is for whose benefit?

A. Thomas Haynes. —

Q. How do you mean for his
benefit?

A. If he ~~re-quired~~ ^{re-quired} them back
again I was to deliver them.
This was the understanding
between us.

Should you have conveyed
the lands to Miller or traded
with him had ~~not~~ ^{not} Thomas Haynes
requested it?

A. No Sir —

What kind of a sale was
that from Haynes to you
or from you to Miller in regard
to the Jefferson County lands?

A. ~~It~~ ^{They} was a sham & pretended
sale, I never had but once
conveyance from Haynes

2 Made but
and one to Mella of lands
in Jefferson County
were the facts of these pre-
tended conveyances & sales
of lands well known to you
& Mella?

Ans Yes Sir —
Did you give any consideration
to ~~Thos P. Hynes~~ for these
lands you have spoken of
Ans No Sir

Thos Ryan
I am to & subscribed before me
this 14th day of January A.D. 1873
V. J. Mullery
Notary Public
St. Louis County Missouri

Not being able to complete
the taking of said depo-
sitions by consent of parties
I adjourn the further
taking of the same until
tomorrow, then to be continued
at the same place between
the same hours as in cap-
tion mentioned.

V. J. Mullery Notary Public
Pursuant to adjournment as last above
stated on the 15th day of Jan'y 1873 I
continue the taking of said depositions
as follows:

Samuel M. Smith being of
lawful age duly sworn deposes &
says: I am attorney at Law & reside in
this City and County. Some years
ago I don't remember the time
I wrote one or more deeds
for a man named ^{for Haynes carrying property to a man named Ryan} ~~Ryan~~
Mr. Russell was not connected
with me until trial of case
of Farrell vs Haynes & Young
& Russell assisted at the
trial of this case at my re-
quest. I know Joseph H. Meller
~~who I do not know whether~~
my consideration was ever
passed in the drawing of
the deeds to the Jefferson
County Lands. ~~I think these lands~~
If my consideration ever passed
for these lands I don't know
of it.

Samuel M. Smith

Sworn to and subscribed before me
this 13th day of January A.D. 1873

Vincent J. Mullery
Notary Public
St. Louis County Mo

Joseph St. Moller being of lawful
age duly sworn deposes & says

Witness not appearing after having
been duly summoned & served ^{by consent of parties} and
the taking of his said deposition
to Jan'y 16th A.D. 1873.

V. F. Muller

Notary Public

St. Louis County Mo

Witness not appearing pursuant
to adjournment ^{by consent of parties} and the further
taking of his said deposition
to January 17th at 2 P.M. A.D. 1873

V. F. Muller

Notary Public

St. Louis County Mo

Witness not appearing ^{by consent of parties} and the
taking of said deposition to Jan'y 21st
A.D. 1873.

V. F. Muller

Notary Public

St. Louis County Mo

JOHN J. DALY & Co.,
Wholesale Stationers,
St. Louis.

Deportation of
Joseph. or Meller

Joseph M. Meller being of lawful
age duly sworn deposes & says:
My name is Joseph Meller, My re-
sidence is St. Louis. My age is about
33³⁴. My Residence 2600 Barnard. I
am not in particular business just
now.

Q I know Thomas H. Barnes Thomas
Ryan & L. A. Russell & John Farrell.

Q Is it your ever having any business trans-
actions in regard to Lands with
Thomas H. Barnes Thomas Ryan & Thomas
Russell. If so state how many.

A I have had no business ^{transactions} with Barnes
in regard to Lands in Jefferson
County Mo. Except that Barnes
advised me to negotiate with
Ryan for some lands in Jefferson
County, after which I seeing Ryan
he promised to carry to me the
said Lands and for which I said
I would give certain notes the
amounts or dates of payment
I have not now any idea of. I
never delivered the notes to him
but gave him an order where they
were for his calling; but which
notes I never expected to pay
any part of if I did not
get possession of the lands

The deeds to me I do not know
by ~~him~~ when they were made, but
was sent by Ryan & O. H. Russell's
office to receive the same, and
for which I paid for making
out & recording; but to whom
I paid I cannot say; The deed
to Russell I made some time after-
wards I cannot say how long
afterwards. But was conveyed
to them in consideration of their
defending the said deed from Ryan
to me. The 2nd hole of the deed was
afterwards conveyed to John Farrell
in consideration that he would
not further prosecute Thomas
Haynes in a certain case where
Haynes made a corrupt affi-
davit and that he would further
use his best endeavours to his
attorney R. S. MacDonald
to have the same already
passed upon him with drawn
in a future trial taken by
appeal and allowed to go
by default on their the part
of R. S. MacDonald; The above
being my understanding with
MacDonald as conveyed to me
by F. M. Carter by Thomas Haynes
and Salisbury attorney in the

on the part of Haynes. I never
gave a consideration myself
for the said lands beyond the
notes which were there taken
up. Personally I never had any
communication with R S Mac Donald
or John Farrell about the matter.
I did not see Elias Haynes about
the matter before I made the
conveyance to Farrell. He
sent me note in regard to the
Saulsbury his attorney was
from Saulsbury statement.
~~The reason I did not~~

Ques. Why did you not mention in the
deed to John Farrell that
you had already given a
deed to Russell & Thomas?
Ans. The deed drawn out & presented
to me I considered to be all
right - having previously been
^{that is the deed} according to my under-
standing by R S Mac Donald
and furthermore I understood
from the other parties (meaning
Easterly & Saulsbury) that
John Farrell was to pay
to Russell & Thomas their
fines in the case or such reason-
able satisfaction as they
demanded & which one

abroad been adjusted
satisfactorily as I have under-
stood. When they would deed
to him or already had deeded
for the land they held. They
deed from me. I myself being
sick & confined to the
house was not able to see
R. S. MacDonald myself but
had every confidence & belief
that the former propositions
in whole were correct.

Q Do you mean to be understood
to say that you ever talked to
R. S. MacDonald about this
deed or about paying the
langers fees?

Ans I never had any conversation
personally with R. S. MacDonald.
Q Did you ever have any conver-
sation with John Farrell
about this deed (the one to Farrell)
about it or about paying your
langers fees.

Ans I never had any
Q Did you ever see 21, 26, 26 -
Thomas Langer of Jefferson Co
A Not that I am aware of
Q Did you ever have any agree-
ment or correspondence with
him ^{or} regard to lands in Jefferson County

Ans.
2.

None.

Did you see Thomas Ryan ~~any~~ ^{any} money on account of that
conveyance.

Ans.

No sir.

2.

Did you ever pay any of those
notes you delivered to him.

Ans.

Never. Because they were burned
a few weeks ago. By Galt as he
told me, he believed he had
burned them. Being of no further
value on account of the whole
business being settled satis-
factorily to all parties, is he
supposed from his knowledge
or understanding of the case.

2.

Did you ever see these lands
in Jefferson County.

Ans.

No sir.

2.

What kind of a conveyance
was this Ryan made to you.

Ans.

I supposed it to be a legal
one - so far as the title went.

2.

Hasn't he come to agree to
take notes.

Ans.

I don't remember anything about
that.

2.

Hasn't he come to settle in the
value if you had never seen
the lands?

4.

I understood from Frank Hayes

that the lands were very good
lands & valuable farms.

I think Hynes introduced
me to Ryan. I cannot tell
exactly where he introduced
me to him -

2. What did he say when he
introduced you -

Ans. I don't know.

2. He suggested the buying of
the land when you met Mr. Ryan.

Ans. I cannot say. Ryan did not
ask if I was the man who
was to take the lands, as I
am aware of -

2. Thomas Ryan -

2. This sale or pretended sale
was it made in good faith
between you & Thomas Ryan
(Objected to as being irrelevant
incompetent & leading)

Ans. On my part that I was acting
with the understanding & without
any previous conversation with
Thomas Ryan that these the
deed he now conveying to me
was legal & for which my under-
standing with the matter that they were
mine to have & to hold without any
understanding or arrangement
with any parties for the relations

of the same & for which I
was to pay what I believed part
of the money Haynes was to
have, but did not really know
and that I acted in good faith
I have much of the money ^{was} Haynes
to have?

2.

I don't know

Ans

2

It was he to have the money
from for this conveyance of
from Ryan to you.

Ans

The notes previously spoken
of were made out to Ryan
The man to whom the notes were
given to - I believe
Did Haynes consent to take
the notes or did Ryan or
give both?

Ans

I don't remember that part of
the transaction or how that
really came about.

2

It was long after that conveyance
that Ryan made you the deed

A.

I don't ^{know} but think he was
present when the deed was made.
I believe the notes were made
before the deed was recorded.
I believe this to be so, in fact
I could almost swear to that
part. If I remember right I
believe Ryan was away.

Q Did you have the ^{deed} notes in your possession previous to the giving of the notes.

A The notes never were given to Ryan.

Q Did you have the deed in your possession previous to the executing of the note

A I did not - be.

Q Who delivered you the deed

A I believe J. A. Russell delivered to me the deed from Ryan ~~to me~~ ^{to me}.

Q Where?

A I think I called for it at his office

Q Are you indebted to St. H. H. Thomas of Jefferson City Mo for any sum or sums?

A Not that I am aware of. But no case there was as far as I know this land was to be his fee

Q Did you represent to Mr. Russell or Thomas that you had a good title to that land

A I never made any representations

Q Who was your atty at the time Thomas Ryan's deposition was taken at Peacock & Carnall's office

A Mr Russell was in regard to
business concerning this land

Q Did you conceal from Mr Russell
the circumstances concerning
the manner in which you obtained
the conveyance of these land from
Shos Ryan and did you tell him all
about it?

A I believe he knew all about it what
ever there was to know.

Q If you never saw Mr Thomas
as far as how did you come
to make a deed to him?

A I made the deed originally to
Shos A Russell & was with
him I especially made the
agreement referred to in the
previous part of this deposition;

Q That do you mean by the last answer

A That I made no agreement
myself with Thomas. It was
Russell who made the agreement
if any, with Thomas.

Q Do you know of any agreement
was made with Thomas.

A I do not

Q Do you owe Thomas any money

A I don't consider I do

Q Was not the object of giving
that deed to Russell & Thomas
that they should endeavor to beat me

Mr. Farrel
in this title or claim to these
lands

A. The object was that Russell
should give me clear title &
possession

2. When you gave that conveyance was
it to be recorded by Russell &
Thomas?

A. There was no conversation as to
~~whether~~ ^{was} it was or not

2. Would you authorize Mr. Russell
to employ any other lawyer
in the case

Ans. No sir

2. Would you take that conveyance
from Ryan out of friendship
to Haynes. ~~or would you~~

Ans. I took that land believing it
to be worth what was asked.
I don't know how to answer that

2. Why don't you know how to answer it
(Question repeated?)

Ans. I believed Haynes to be a good &
truthful friend & when he advised
me to buy the ~~lands~~ I did not know
but that they were such as he
represented them.

2. Repeat. Would you take the convey-
ance from Ryan out of friendship to
Haynes?

Adjournd by consent to January
23rd 1873 at 9 A.M.

V. F. Mullery
Notary Public
St. Louis County Mo

Witness not appearing pur-
suant to adjournment ^{by consent of parties} I adjourn
the further taking of said depo-
sitions to Jan'y 23rd 1873 at 3 P.M.

V. F. Mullery
Notary Public St. Louis Co Mo

Pursuant to adjournment as last
above stated ^{on the 23rd of Jan'y 1873} I resume the taking
of said deposition as follows:

Q Had you not been requested by Thos.
Hagges to take the conveyance
from Thos. Ryan would you have
denied if he hadn't requested you
A I don't think I should

Q What was the object to be attained
by your taking a title to these
lands

~~Answered by saying for them~~
~~granted them~~

Q I believe the object to be attained
in taking the conveyance of these
lands to be for the purpose of
keeping Mr. Farrell who was a creditor

of Haynes, from getting possession
of the land by having themselves
and sold for his debt. I am
satisfied that in taking the title
to these lands from Ryan, and
afterwards conveying part of it
to Russell and Thomas that the
object was to cover the property
up so that Farrell could not
reach it by the law.

2 Did you communicate all the
facts concerning this land from
the time you took the conveyance
from Ryan?

Ans Russell. I believe knew more
than I did about it. When I
went to take the conveyance of
the lands from Ryan that the
matter had already been arranged
by other parties before me, and the
deeds were made out before
all but putting in the name
and the amount. Haynes told me
that Ryan was going away on
a canvassing trip, and
that I ought to go right down
& take a deed for the lands.
Soon after I saw Ryan he
told me I could get the deed
at J. A. Russell's office.
I went to Russell's office and

found it already ~~executed~~ executed. I found the deed already
written excepting putting in my
Name and the Amount, & I then
left the deed with Russell who
promised to have it recorded.
These land in Jefferson County which
were conveyed to me by Ryan &
conveyed to Mr. Farrell by me
and a part of which I conveyed
to H. H. H. Thomas & J. A. Russell
now belong to Mr. John Farrell.
As I said before the conveyance
of these lands in Jefferson County
to me by Ryan, and from me to
Russell & Thomas was made
for the object of defeating
John ^{of his rights} Farrell a creditor of
Haynes, ^{to whom Haynes was indebted} who had Haynes

Mullores

I now to & subscribed before
me this 23rd day of January A.D. 1873

V. F. Mulloy
Notary Public
St. Louis County Mo

Robert S. Mac Donald being
of lawful age duly sworn deposes &
says: My name is R. S. Mac Donald
I am an Attorney at Law. My residence
the City of St. Louis County of St. Louis
and State of Missouri.
Not being able to complete the taking of
said deposition ^{by counsel parties} I adjourn the further
taking of the same to January 25th
A. D. 1873.

E. V. J. Mulleny
Notary Public

Pursuant to adjournment of St. Louis County Missouri
continue the taking of said depositions on the 25th day of Jan. 1873

Ques Who are the parties in the case?
Ans. I know John Carroll plan-

iff and W. H. Russell personally
and W. H. H. Thomas by reputa-
tion ~~person~~.

2 What do you know about the deed
from Joseph H. Meller to Russell & Thomas
of the Jefferson County lands?

Ans. I was told by Russell that such a
deed was in existence and that he
(Russell) would give it up to Carroll
or to me, but that he did not have
it in his possession; but that he had
sent it to W. H. H. Thomas of Jeff-
erson County Mo and that he would
give me an order for it; that

the deed had not been recorded as he had (Russell) had told Thomas when he sent the deed, that it must not be recorded. Russell said come to my office and I will give the order or letter. I went with him to his office and he there wrote and delivered me a letter addressed to Thomas and I showed the letter to Mr. Farrell and then I sent it to Abner Greenwood and told him to see Thomas and get from him the deed and return it to me. I never told Russell that his fees should all be paid nor did Russell know or intimate that any fees were due or that he wanted any money from me or Farrell.

2.) What did that letter contain?
Ans) The substance of the letter was a request for Thomas to send the deed or deliver it to the bearer, and stated that the whole matter had been settled and that the parties had been committed in Court on a charge of making false affidavits. I had a copy of the letter written from the original and a day or two ago I handed it to Russell & he agreed to

compare it with a copy which
Russell claimed he had at his
office and Russell to day
denied that he had my copy
and now the copy is lost

R. S. MacDonald

I now to & out ordered before me
this 25th day of ~~January~~ ^{January} 1873.

V. J. Mulley
Notary Public St.
Louis County Mo

I, V. J. Mulley Notary Public duly commissioned
& qualified within & for the County of St
Louis & State of Missouri do certify that the
depositions of Thomas H. Russell, Thomas H. Hayes
Thomas Ryan, Samuel M. Smith & Joseph
H. Miller & Robert S. MacDonald whose
residences are in St. Louis County Mo were by
me sworn to testify the whole truth of
this knowledge touching the matter in
controversy in the cause aforesaid and
their said depositions were ^{by me} reduced to
writing & subscribed by them in my pres-
ence on the day & ^{year} ~~at~~ & between the
as is in the caption hereto specified
~~and subject to the notice~~ &
their said depositions are now here
with returned

V. J. Mulley
Notary Public
St. Louis County Mo

In Testimony whereof J. V. H.
Mulleny Notary Public St. Louis
Mo has hereunto set my hand
and official seal at office
this 25th day of Dec 1873
J. V. H. Mulleny
Notary Public
St. Louis County Mo

3519

Tanrell

v

Russell et al

Depositions

Received by mail
opened and filed
January 28 1873.

W. S. Boyce and
By C. H. Hoarner Clerk

Filed May 11 1874

W. S. Boyce Clerk

Notary Fee - \$0.75

Paid by plaintiff

John Farrell Plaintiff } In the Circuit
against } Court of Jefferson
Thos A Russell & } Co. Mo. May Term
W H H Thomas Deft. } A.D. 1874

Now at this day comes
the Defendants & move the
court to suppress the deposition
filed in the above cause
for the following reasons to wit:
1st Because there was no notice
of the taking of said deposition

2^d Because said deposition purports
to have been taken before the
bringing this suit

3^d Because said deposition are
not certified to according to
law.

4th Because the exhibits referred
to in said deposition do not
accompany said deposition

W H H Thomas for
Deft

3519

Farrell

vs

Russell E. Hoar,

Motion to

supersede
as follows,

Filed May 11 1884
W. S. Boyce Clerk