

Jefferson County Circuit Court
Case Files - Civil
September 1874

Box

33 Folders, 21

Nelson, William H.

vs

Watson, Selma

Tyler, Albert M.

Ejectment

280 acres in SST 39125E;

\$300 damages; depositions

State of Missouri } In the Circuit Court of Jefferson County
County of Jefferson } ss To September Term 1874—

William H. Nelson Plaintiff

vs.
Selma Watson and Albert M. Tyler Defendants

} Suit in
Ejectment

Plaintiff states that on the Eighth day of July 1874 he was lawfully entitled to the possession of the following described premises situate in the County of Jefferson in the State of Missouri to wit: Lots Numbered Three (3) and Four (4) of North West Quarter of Section No. Five (5) in Township No. Thirty nine of Range No. Five East and Lot numbered Three (3) and West half of Lot numbered Four (4) of North East Quarter of Section No. Five (5) in Township No. Thirty nine of Range No. Five East said lots or parcels of land lying contiguous to each other and forming one tract of land containing about Two Hundred and Eighty Acres — And plaintiff being so entitled to the possession of said premises defendants thereafter on the Ninth day of July 1874 entered into said premises and unlawfully withhold from the plaintiff the possession thereof to the damage of plaintiff in the sum of Three Hundred Dollars — That the Monthly rents and profits of said premises is Seventy five Dollars per month — Wherefore plaintiff asks judgment against defendants for possession of said premises, and for three hundred Dollars damages for the unlawful withholding of said premises, with Seventy five Dollars per month, monthly rents and profits from said Ninth day of July 1874 and for costs of Suit and such other and further relief as to the Court may seem proper

William H. Nelson

by Mr. W. Watson his atty —

William H. Nelson

N 8,

Selma Watson and

Albert M. Tyler

State of Missouri
County of Jefferson

Suit in Ejectment

Circuit Court

Jefferson County

Sept. Term 1834 -

Filed Aug. 19th 1844

W. L. Boyce cec

By C. H. Moore Deft

W. H. Watson

Office No. 413 Chestnut Street

St. Louis Mo.

Platts. Atty -

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

The State of Missouri,

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

We command you, that you summon *Albert M. Tyler*

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 *September* next, then and there to answer unto

William M. Nelson

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 *19th* day of *August* A.D. *1874*

W. S. Boyce Clerk Circuit Court.

E. J. Ho. Norine Deputy.

RETURNABLE
TO
JEFFERSON CIRCUIT COURT.

Sept TERM, 1874.

William H Nelson

vs

Albert M Taylor
et al

Original

Executed the within writ at the County of Jefferson
in the State of Missouri this 21st day of August
AD 1874 By delivering to the Defendant Albert
M. Taylor a copy of the within writ and
petition as furnished me by the clerk

T. B. Prop. Sheriff
By Wm. T. Mockbee Deputy

By Delivering Copy

Executed August 21st 1874

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

The State of Missouri,

St Louis

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

We command you, that you summon *Selma Watson*

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 *September* next, then and there to answer unto

William M Nelson

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 *19th* day of *August* A. D. *1874*

W. S. Boyce Clerk Circuit Court.

E. J. McNamee Deputy.

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

Sept. TERM, 1874.

William A. Chelem

vs

Selma Watson
et al

Original

Executed this Writ in St. Louis County on the 21st day of August 1874 by delivering a copy of this Writ and a Petition as furnished by the Clerk to Selma Watson

Philip L. Taylor Sheriff

St. Louis County Mo.

By: A. Kienlen Deputy

Fee \$1.00

William H. Nelson, - Plaintiff } In the
Against } Circuit
Selma Watson, and } Court of
Albert M. Tyler, - Defendants, } Jefferson
County, State of Missouri

Now comes Albert M. Tyler, one of the above Defendants, by his Attorneys, and for his separate Answer to the petition of the Plaintiff, denies that the Plaintiff, was, on the 8th day of July 1874, or at any other time, lawfully entitled to the possession of the following described Lands, situate in Jefferson County Missouri, to wit, Lots numbered three, and four of the North West quarter of Section No. Five, in Township No. Thirty nine of Range No. Five East, and Lot No. Three, and the West half of Lot numbered Four of the North East quarter of Section No. Five, in Township No. Thirty nine of Range No. Five East, and containing about two hundred and eighty acres, as described in the Plaintiff's petition. And this Defendant denies that he, on the 9th day of July 1874, or at any other time, entered into said premises, and denies that he unlawfully withholds from the Plaintiff the possession thereof, to his damage in the sum of three hundred dollars, or in any sum whatever, and denies that the monthly rents and profits of said premises is seventy five

dollars, per month; and this Defendant denies that the Plaintiff is entitled to recover Judgment against this Defendant for the possession of said premises, or any part of them, or any Judgment for three hundred dollars, or for any sum whatever, for damages, for the unlawfully withholding of said premises, or any part of them, by this Defendant; or for seventy five dollars, or any other sum, per month, for monthly rents and profits of said premises, or for costs of suit, and denies that Plaintiff is entitled to any Judgment, or relief whatever, as against this Defendant, And this Defendant denies that the Plaintiff had at the commencement of this suit, or that he has now, any right, title, or interest, whatever in the Lands described in his petition,

And for further Answer this Defendant states that the title to all of the Lands described in the Plaintiff's petition, was in 1860, in Nathan Shumate, (the common grantor and under whom the Plaintiff claims title) and that by a regular chain of conveyances the title to all of said Lands has been transferred from said Nathan Shumate to George Scherberg, who is now the absolute owner of said Lands in fee. That while the title to said Lands was in said George Scherberg, he conveyed the same to Selma Watson (one of the above named Defendants) and who conveyed the same by Deed of Trust to this De-

Defendant, as Trustee, to secure the Payment of the balance of the purchase money owing by him to said ^{amounting to two thousand eight hundred & thirty four dollars,} George Scherberg. And that after said money became due, this Defendant as Trustee therein, pursuant to the powers therein conferred on him, advertised and sold said Lands at public sale, and George Scherberg became the purchaser of said Lands, and has since received a Deed from this Defendant as Trustee, conveying to said George Scherberg all of the Lands aforesaid; and that this Defendant therefore has now no further interest in said Lands, But that he held the legal title to the same at the time this suit was brought, as Trustee in said Deed of trust, to secure the Payment of the debt, then due from said Selma Watson to George Scherberg, ^{amounting to two thousand eight hundred & thirty four dollars,} And this Defendant further states that after the Note secured to be paid (by Selma Watson to George Scherberg) in said Deed of Trust, had become due, and remained unpaid, and said Deed of Trust remained unsatisfied, M. W. Watson (a brother of Selma Watson, and the Attorney for Plaintiff in this suit) combined and confederated with the Plaintiff to cheat and defraud the said George Scherberg out of his interest in said Lands; and for this purpose, the said M. W. Watson, having ascertained that three of the Deeds in said George Scherberg's chain of title to said Lands, to wit,

the Deed from Nathan Shumate ^{and wife} to George F. Gleason, dated February the 10th 1860, - ^{dated October 28th 1860,} and from said Gleason to James Doyle, and from said Doyle, to William J. Miller and J. R. Miller, - ^{dated February 28th 1866,} had not been recorded in the recorder's office of Jefferson County, Missouri, the said M. W. Watson falsely and fraudulently represented to Nathan Shumate that he (said M. W. Watson) had become the owner of said Lands, and that there was a mistake in the description of the Land, in the Deed from said Nathan Shumate to George F. Gleason, and he therefore desired said Shumate to perfect the title by giving him a Quit Claim deed for said Lands, And that, by such false and fraudulent statements the said M. W. Watson procured a Quit-claim ^{dated June 3rd 1874,} deed for said Lands from said Nathan Shumate, for the nominal sum of five dollars, (Which said statements so made by said M. W. Watson, this Defendant, were false and fraudulent, - that said M. W. Watson had no title or interest whatever in said Lands, when he procured said Quit-claim deed, nor was there any mistake in the description of the Land in the Deed from Nathan Shumate to George F. Gleason, - And Defendant states that the said M. W. Watson well knew of the existence of the said Deed, made by Nathan Shumate ^{and his wife} to George F. Gleason for the Lands described in Plaintiff's petition, before he, the

said M. W. Watson, procured said Quit-claim Deed, and that said Gleason had conveyed the same to James Doyle, and that he had conveyed the same lands to William J. Miller, and J. R. Miller. And Defendant avers that, although these three Deeds were not recorded, yet the said M. W. Watson had full notice of the existence of all three of these Deeds, and by which said Nathan Shumate had conveyed all his right and title to said Lands, before he, said M. W. Watson procured said Quit-claim deed. And Defendant avers therefore that said Quit-claim Deed for said Lands, was procured by said M. W. Watson, by false, and fraudulent statements, practices, and representations, - and that said M. W. Watson had full notice before he obtained said Deed, that Nathan Shumate had no title to said Lands, - And this Defendant further states that the Plaintiff had full notice of the fraudulent manner in which said M. W. Watson had procured said Quit-claim Deed for said Lands, before he, the Plaintiff, received his Deed from said M. W. Watson for the same, - This Defendant states and charges that the said M. W. Watson and the Plaintiff combined and confederated together to acquire title to said Lands by deceit and falsehood, - that they both well knew of the

existence of the said Deeds from Nathan Shumate
and from said Gleason to James Doyle, and from said Doyle to William J. and R. Miller,
to George F. Gleason, for said Lands, both before
said M. W. Watson obtained his Deed-claim Deed,
and before he conveyed ^{the same} to Plaintiff, And the
Defendant avers that the Plaintiff paid no
consideration for the Deed said M. W. Watson
made to him for the Lands aforesaid ^{dated July 2nd 1874} - that
^{and continued} said Deed was made in order to carry out the
fraudulent scheme he and said M. W. Watson
had concocted, of transferring such pretended
title to Plaintiff, who, they thought, might claim to
be an innocent purchaser, - and although said
Deed from M. W. Watson to Plaintiff for said
Lands purports to be for the consideration of five
thousand and five hundred dollars, yet De-
fendant avers that no consideration whatever
was paid by the Plaintiff to said M. W. Watson, for
his pretended title to said Lands, - that Plaintiff
knew said Watson's Deed-claim Deed had been
procured by fraud, and that the title to said
Lands had been conveyed by Nathan Shu-
mate to George F. Gleason, long prior to said
Deed-claim deed, - and that by a regular chain
of conveyances the title to said Lands was
in Selma Watson, who was ^{then} in possession
of said Lands, under such claim of title,
- and who had given a Deed of Trust on
the same to secure the debt, and from

him to George Scherberg. This Defendant therefore avers that both of said deeds, to wit, the Deed-claim-Deed from Nathan Shumate to said M. W. Watson, and from said M. W. Watson to William H. Nelson for the Lands described in Plaintiff's petition, were taken by said vendees with full notice that said Nathan Shumate had conveyed said Lands to George J. Gleason, and that by a regular chain of conveyances the title to said lands was then in this Defendant under said Deed of Gift, - and that therefore said Deed-claim-Deed, and Plaintiff's Deed from M. W. Watson for said Lands, are fraudulent and void, - and that they acquired no title to said lands by virtue of said deeds.

This Defendant therefore denies that the Plaintiff is entitled to recover Judgment for the loss of said Lands, or any part of them, either against this Defendant, or his vendee, the said George Scherberg, or any judgment for damages, or for rents and profits of said Lands.

And for further Answer and defence in this behalf, this Defendant avers that neither the Plaintiff, nor his ancestors, predecessors, grantors, or other persons under whom he claims, title to said Lands, have been seized or possessed of said lands, or any part of them within ten years next before the commencement of this suit, - but on the contrary, this Defendant avers that he, and his ancestors, predecessors, grantors,

and other persons under whom he claims
title to said lands have been ^{actually} seized and pos-
sessed of said Lands, holding the same, openly
notoriously, and continuously, under a claim
of title to the same, and adversely to the Plain-
tiff and to all others, for more than ten
years next before the commencement of
this suit, - and this Defendant therefore
denies that the Plaintiff can have or
maintain any action for the recovery of
said lands, or any part of them, and De-
fendant denies that Plaintiff is entitled
to any judgment or relief whatever, -
And having fully answered Defendant
asks to be discharged with his reasonable
costs &c.

A. Green, W. B. F. Ahlvers
Attorneys for A. N. Tyler
Defendant

3916

In Circuit Court
Jefferson County

William H. Nelson

vs.

Selma Watson &

A. M. Tyler

Separate Answer

of A. M. Tyler

287, 321, 304

Filed Dec. 10th 1874
Wm. Boyce Clerk

287-321-36X
7

William H. Nelson, plaintiff, } In the Circuit
against } Court of Jefferson
Selma Watson and A. M. } County, State of
Tyler, defendant, } Missouri.

To the above named plaintiff, or W. W. Watson,
his Attorney of Record,

You are hereby notified, that depositions of
Witnesses, to be read in evidence in the above en-
titled cause, on the part of the defendants, will be
taken at the office of Dexter Tiffany, a Notary pub-
lic, at house number 507, Chestnut street,
in the city of St. Louis, in the County of St. Louis,
and State of Missouri, on the 8th day of January
A.D. 1875, between the hours of eight o'clock
in the forenoon and six o'clock in the afternoon
of that day; and that the taking of said deposi-
tions, if not completed on that day, will be
continued from day to day, at the same place,
and between the same hours, till completed,

Abner Green and Henry F. Allen,
Attorneys of Record for defendant
A. M. Tyler.

I acknowledge service of the
above notice this 2nd day of
January 1875

W. W. Watson Atty. for Plff

In the Circuit Court
of Jefferson County,
Missouri.

William H. Nelson,

Plaintiff,

against

Helma Watson and
A. M. Tyler, defendants.

Notice to take deposition.

Copy,

NOTARY PUBLIC'S SUBPOENA.

(Wag. Stat., pg. 959, chap. 101.)

The State of Missouri,

To *Wm. M. Watson* GREETING:

YOU ARE HEREBY COMMANDED, That, setting aside all manner of excuse and delay, you be and appear before

the undersigned a Notary Public, within and for the County of *St. Louis*in the State of Missouri, on the *8th* day of *January* A. D. 1875, at the hour of *one*o'clock in the *after* noon of said day, at *109 Chestnut Street Office of D. Tiffany* inthe *City* of *St. Louis*, in said County, and State of Missouri, then and there totestify, and the truth to say, in a certain cause now pending in the *Circuit-Court of Jefferson**County*County of *Missouri* in the State of *Missouri*, wherein*William H Nelson* is Plaintiff, and*Selma Watson et als* are Defendant, on the part ofthe *Defendant*. Hereof fail at your peril.And the person or officer serving this writ is commanded to have the same before the said *Henry Adler*

, at the time and place aforesaid, certifying how he executed the same.

WITNESS,

Dexter Tiffany

Notary Public.

within and for said County and State, with my notarial seal hereto affixed, at

day of *St. Louis* in said County, on this the *8th*day of *January* A. D. 1875.*Dexter Tiffany*

Notary Public.

No.

NOTARY'S SUBPŒNA.

FOR

CASE OF

VS.

ISSUED BY

Notary Public.

RETURN.

Return of ~~Subpoena~~ *subpoena* ~~that I have~~ *that I have* the within Subpoena in the County of *St Louis*, on the *8th* day of *February*, 1877, by

W. M. Chaborn

Depositions of witnesses, produced, sworn and examined
on the eighth day January 1875 between the
hours of eight o'clock in the forenoon and
six o'clock in the afternoon of that day
at the Office of Dexter Tappan a Notary
Public, at house No 807 Chestnut Street in
the City of St Louis in the County of St Louis
and State of Missouri before the undersigned
Dexter Tappan a Notary Public duly
commissioned qualified and acting as
such, in a certain cause now pending in
the Circuit Court of Jefferson County
State of Missouri against between Mr
William H Nelson plaintiff and Mr
Selma Watson and others defendants
on the part of Mr Tyler the defendant

Mills W. Watson a witness of lawful age being
produced sworn and examined on the part
of the defendant deposed and says my name
is Mills W. Watson am an attorney at law
and live in the City of St Louis No 2310 Morgan
Street and have my office at #418 Chestnut
Street in said City I have been admitted to the
bar in St Louis since March 1872 or prior to that
time I was a merchant in St Louis

Q. Are you acquainted with the real estate which
the plaintiff seeks to recover in this case?

Ans I have been upon it once or twice I suppose
I can't say it is the identical land as it was not
surveyed nor can I give a description by metes
and bounds though I have a memorandum of it at

my office I think I was on it though -

Q About what time were you upon the land?

A. If I was upon the land at all it was I think first in 1871 in June July or August, it was hot weather, it may have been in 1870, I think it was 1871 I am almost satisfied it was in 1871.

Q Near what place or town in Jeffersons County is near any town, is ^{land} this situated?

A. By the description of I remember right it would be two and a half or three miles from Sedoto ~~southward~~ the land that I was upon in 1870 or 71 (according to my judgment and I walked there) was $2\frac{1}{2}$ to $3\frac{1}{2}$ miles from Sedoto in an Eastwardly direction I think it was the same land described in the plaintiffs petition.

Q Was the land occupied at that time? & if so by whom?

A. When I was there I saw a man who called himself Mr Schierberg a stranger to me, I saw a lady there in the house whom he represented as his wife I saw Mr Selmi Watson one of the defendants in this suit there; and by Mr Schierberg's actions and words I was led to believe that Mr Schierberg claimed possession and ownership, we went over to some springs there and several places on the land together this was the first time I was there in 70 or 71.

Q Did Selmi Watson stand in any relation of affinity to you & if so what?

A. He does he is my brother.

Q Was Selmi Watson at that time claiming any right or exercising any ownership to the land?

A. Not at that time; when I first went there Selmi Watson did not to my knowledge claim

any right or exercise any ownership over the land

Q When were you on the land in question the second time?

A As I don't exactly remember when but I think I was in Jefferson County in 1872, ^{seventy two} to look at a 40 acre tract of land which Mr Loring and myself had acquired from Mrs or Captain Herbert I don't remember whether it was his or hers, and this 40 acre tract of land was supposed to lie east of the land I have above spoken of, and I passed over it in company with Mr Loring and another gentleman whose name I now forget a part of the land that I have above spoken of - the land in question.

Q Did any body occupy the land in question when you were there the second time if so who?

A When we were there the second time we went to the house that I suppose stands upon the land described in this list, we found Selma Watson there one of the defendants found his wife there and his and her children I did not see any person else occupying any part of the premises but I understood from Selma Watson that there was a party living in a log house supposed to be upon the land in question as Selma Watson's tenant, There was nothing said about title we were only there to dinner had no conversation in regard to the title at the time.

Question Do you know under what circumstances Selma Watson took possession of the place?

A I do not know of my own knowledge but from the record if I am truthfully informed he bought one Schierberg.

Q. When did you receive this information i.e. that he had bought out Schurberg?

A. Sometime in the Summer of 1874, I mean the information from the record. I have never seen the record myself. I got information from another.

Question. Can you state the month in which you got this information?

Ans. I can not, I think it was in May or June I would not state positively. but I think it was May not earlier it might have been later.

Q. If Selma Watson is your brother and you were eating dinner with him when you were on the land the second time was there nothing said at that time as to in what capacity he was on the land?

Ans. Not to my knowledge if there was I don't remember it now, we were in a hurry at the time from the fact that it was on Sunday and we had travelled on the excursion train of the Iron Mountain Rail Road and from the limited time we could remain there as we desired to go back on the excursion train as it went back; Our conversation and remarks were mostly or all with regard to the 40 acres of land lying eastwardly from the house and which we had gone down purposely to see.

Q. When you were first on the land did you learn the Christian name of the Mr Schurberg you have spoken of?

Ans. I do not think I did, I don't remember that any one mentioned it I don't know but they did but I can't state.

Q. When did you learn his name since?

A. Some when I learned his name was George I don't know when or where.

Q. Did you at any time hold a deed for the land in suit? If so what is the nature of the deed? From whom did you obtain it?

Ans. Some time during the summer of 1874 I obtained a quit claim deed of the land described in the plaintiffs petition which I believe was signed by Nathan Schumate and his wife of Audrain County in the State of Missouri duly acknowledged. ~~Some time~~ During the summer of 1874 I learned that Nathan Schumate a Methodist preacher lived in Audrain County Missouri. I immediately made out a quit claim deed of the property in question leaving a blank date a blank for Mrs Schumate's Christian ^{name} a blank Notary's certificate of acknowledgment which I quit claim deed and five dollars which was the consideration in said deed and a small note requesting Mr & Mrs Schumate to sign and acknowledge the deed and to return it to me at St Louis. I enclosed all in an envelope addressed it to Rev. Nathan Schumate at Mexico Audrain County Missouri deposited the same in the United States mail for transmission. A few days thereafter the said deed was delivered to me from the United States Post office at St Louis signed sealed and acknowledged - said deed I immediately notified Selma Watson, that I had succeeded in obtaining ^{as requested by him} a deed that would perfect his title to the property in dispute and upon the payment of the costs and expenses necessarily incurred that I would convey the said deed to him or his purchaser. Question Did you write to Schumate before or after you had been on the land the second time? Ans. I wrote to him after I had been there the second time.

Q Have you stated all the contents of the note you wrote to Schumate?

A I don't know that that was all I know it was a short note I wrote it as soon as I learned where Schumate was

Q Did you inform Mr Schumate for what purpose you wanted the deed signed and acknowledged?

A I think I told him that I wanted it to perfect a title which was defective owing to some informality in a deed or with regard to a deed from him, I don't think I said to whom for I did not know. nor do I know now to whom he conveyed if to any person. I think I further stated to him or intimated to him that it was difficult to sell said land or to negotiate a loan thereon in the ^{the} present state of the title that I think was the purport of the entire letter

Q What defect of title did you have reference to?

A I referred to the fact that by the information that had been furnished to me with regard to the record of Jefferson County that the title to the land in dispute was vested in Nathan Schumate & wife

Q. Do you call that a defect of title?

A I think it would be a defect in Selma Watson's title he being in possession or supposed to be in possession at the time

Q What title of Selma Watson do you mean

A The title which he claimed immediately before the writing of this letter or five or six weeks before this letter was written, and which he got from Scherberg and which at that time

he informed me he had from Scherberg. This information was given by ~~Watson~~ ^{Watson} upon an occasion when he Selma Watson was negotiating to trade said land or to sell them when he Selma Watson stated to me that he had learned that his title was defective or that he had no title at all at which time he employed me to correct the title if possible as speedily as possible so that he should not lose his purchaser. I told him to go to his grantor and ascertain if he could not perfect the title to said land he requested me that I should go with him to Mr Scherberg's as he stated that he had bought from Mr Scherberg, we went together to Mr Scherberg's house after supper of that day (six weeks or so before I wrote to Scherberg) or on the ~~following~~ ^{evening of the} day, we went up stairs where Scherberg lived on 9th Spring St or near there in the City of St Louis. we saw Mrs Scherberg. Mrs Scherberg stated that Mr Scherberg for whom we inquired when we first went there had retired and was in the adjoining room in bed, When we first went into the room Mrs Scherberg came out of the room referred to at that time, leaving the door open stating that Mr Scherberg was ^{then} indisposed and had laid down - Selma Watson one of the defendants stated to Mrs Scherberg the object of our visit with Mr Scherberg's hearing, this question of title to the land in dispute was then discussed by Mrs Scherberg Selma Watson and myself Selma Watson in my hearing there that evening and evidently within Mr Scherberg's hearing stated to Mrs Scherberg that he had a purchaser for the land in question and that he desired to sell it but that he could not sell it unless the title was perfected in him that the

purchase would not take it as the title that he required from them was equivalent to no title. He asked her or we asked her if she knew whom Mr. Sumners got the title from, and I think our answer was that she understood that Mr. Sumners bought at Trustee's sale. W.D. understood from the conversation with her then that might be that they either would not or could not do any thing towards perfecting the title but that she would speak to her husband about it. I remember his turning over in bed at about this time - she said further that Mr. Sumners was a rich man or good enough for them for any damage or loss.

Q Was the name of Mr. Gleason used in that conversation and if so in what connection?

A I don't think the name of Mr. Gleason was mentioned.

Q Was any thing said in that conversation concerning certain deeds not being of record? if so what?

A I think that Selma Watson stated to her (Mrs. Scherberg) that the records did not show a good title and that Mrs. Scherberg said that maybe the deeds had not been recorded that they were certain that their title was good (I wish to state that I don't know whether ^{the answer to this question} this conversation was had at the same time and place as the one above mentioned or if it was ever had with her) but that I have talked so much about this title that I am not clear about it -

Q Did you and your brother in that conversation or either of you within the hearing of the other state to Mrs. Scherberg that those certain deeds were not recorded and if they were recorded the title would

be all right?

Ans I don't think any such compensation as that was
had at that time as I did not know myself and
do not now know if there were any deed not
recorded, pertaining to that land, either then or
now or less. all that I know of deed not being
recorded ^{at that time} was the intimation by Mrs Schreyer that
there might be deed not recorded -

Q In your note to Mr Shumate referred to did
you state who was the owner of the land and if
so whom did you state to be the owner?

Ans I did not state who was the owner of the land in
my note to Mr Shumate for the simple reason that
when I penned the note I believed the real title to be
vested in Nathan Shumate & wife from information
had as above stated

Q Did you state in that note in what the defect
consisted?

Ans I simply wrote to him that there was a defect
about the title I don't think I gave a description
of the land even. but I expected when I penned
that letter that if I was successful in getting a
deed that the title would be conveyed to Selma
Watson or his purchaser upon the payment and
reimbursement to me of my expenses and reasonable
compensation to me for services rendered by me in
getting the title and immediately upon the receipt
of the deed by me I notified Selma Watson the
defendant that I had the deed and would convey to
him or his purchaser upon the payment of the expenses
and that would perfect the title or words to that
effect - Selma Watson came to me in answer to
the communication (which was in writing) and

stated to me that in a day or two he would see
the man that he was going to sell out to and
no doubt the thing would be all right or word
to that effect - I waited several days or weeks
expecting Selma Watson to come and see me
or send his purchaser then I went to see him
and asked him what he was going to do about that,
that I wanted at least to get the money back that
I had expended - I think on that occasion (for
I saw him on several occasions about this matter)
that he stated to me or intimated to me that
he was doubtful about his purchaser and feared he
would go back on him as he was afraid of his
title or word to that effect - at any rate he wanted
to see the man again and I think it was on that
occasion or some time after that that he stated
to me that he thought Mr Sherberg ought to pay
these expenses and it was either upon that occasion
or sometime ^{a few days} subsequent thereto that he Selma
Watson would see Sherberg and would fix it up
and I would get my pay. Subsequently and
before I sold the land by the quit claim deed
above referred to William H. Nelson the plaintiff
Selma Watson the defendant states to me
that he had seen Sherberg and that Sherberg
told him that the title under the quit claim
deed did not amount to anything by which
I inferred that Mr Sherberg or Selma Watson
either and both declined to pay the expenses
above referred to - Subsequent to this conversation
and after I had come to this conclusion from
the action of the parties Selma Watson & Sherberg

I advertised the land describing it & think by
lots, and referring to the Section, in the Missouri
Republican, for sale directing parties desirous of
purchasing to apply to me at my office 413
Chestnut St, ~~that~~ I think on the first day of
that advertisement I was called upon by a
gentleman whose name I think is Everle who
at that time had an office or place of business
on North Sixth St in the City of St Louis and
who represented himself to be from Mr Sherberg
he asked me if I was advertising my brother's land
for sale - I told him I was - I told him I thought
I had a purchaser ^{then asked me what the expense was &} Mr Everle, ^{requesting} me to
defer until the next day any further action
as he desired to see Mr Sherberg before the next
day ^{the next day or prior to the} ^{execution of the} deed to Mr
Nelson Mr Everle again called upon me at my
office and ~~stated~~ that he was authorized by Mr
Sherberg to offer me in consideration of the
title or quit claim deed a fifty dollar note of hand
which Mr Everle stated to me Mr Sherberg held
against Selma Watson the Defendant, ~~that~~ I
rejected the proposition and stated to Mr Everle
in effect that I did not consider the note good
I think then that Mr Everle requested me to
wait again, that he might see Mr Sherberg and
I think that Mr Everle called on me the next day
and my understanding from Mr Everle was
from the various meetings had between us with
regard to this matter ~~was~~ that Mr Sherberg would
not pay me any thing but the note, ^{above spoken of} and about
a month ^{or six weeks} after I had got the deed ^{from Sherberg} ~~stated~~ I conveyed
to Mr Nelson - who came in answer to the advertisement

in the Missouri Republican - - -

Question When and where did you see Mr. Nelson first?

Ans I saw him first in Room No 6 - No 413 Chestnut St. in the City of St Louis - during the summer of 1874 and on either the first second or third day of my advertisement of this property.

Q. Did you ever see Mr. Nelson before that day?

A Never to my knowledge and he is a peculiar looking man if I had ever seen him I should have remembered him.

Q. Did you ever see him again afterward?

Ans frequently, many times, I don't know how many times.

Q. When did you and Mr. Nelson make the contract for the land from you to him.

Ans, the second or third day after I first saw him.

Q. Did Mr. Nelson tell you where he lived and what his business was the first time you saw him?

Ans He might have done so but I don't remember. I think he said he was at one time in Washington City - a claim agent - I can't say this was the first time I saw him.

Q. Did you learn his residence or business at any time before you made the deed to him?

Ans I don't remember that I did, we have spoken together so much that I can't tell when he told me but I think before I made the deed to him he told he was living in St Louis and he had been living in Iowa - Washington City D.C. and in some of the counties in this State and the Northern part of the Mississippi -

Q. Did he at any time before you made the deed to him ^{state} what his business was?

Ans I don't think I asked him the question or that he states it.

Question How much if any did he pay you for this land?

Answer Mr Nelson gave me a four thousand five hundred Dollar note payable five years after date, semi annual interest notes the in number based upon interest at six per cent ^{per annum} upon the principal note Did he

Question Did he alone or did any one as ^{or security} endorser with him sign that note

Ans He signed all the notes alone interest and all the same

Question Were these notes in any way secured to you?

Ans By deed of trust in the land which is recorded and in my possession.

Question. Are the notes still in your possession also?

Answer They are you can see them if you want to —

Question Where did you write your deed to Nelson?

Ans in my office ~~at~~ Chestnut St. Louis.

Question Did you have any deed before you concerning the land in question when you drew your deed to Nelson?

Ans I might have had Schumacher's deed or a description of the land I can't tell which I had no other deed.

Question Are you sure you had no other deeds

or ^{abstracts of title} title papers, other than the deed from ~~you~~ Schumate to you, before you when you drew up this deed from you to Nelson?

Answer I am not certain I may have had a sketch, but I think I had Schumate's deed or a memorandum taken from it

Question Did Nelson see the deed from Schumate to you or not, at that time, what is your best impression?

Ans I don't think Nelson saw the deed from Schumate to me at that time —

Question Who was living in the place at the time you made the deed to Nelson

Ans I don't know I had not seen the place since 1872 when I went down to see the location tract of land. I suppose the defendant Selma Watson lives on it —

Question Have you any knowledge as to whether Nelson had the title to the land examined before you made him the deed? ~~or not~~

Answer I ~~don't~~ don't know —

Question Did Nelson require you to show him your title papers to the land in question before you made the deed to him for it?

Answer I do not remember but I don't think he did, if he did they were shown to him if he did not they were not shown to him.

Question You say you would have shown him your title papers to the land if he had required them what title papers do you mean?

Answer I mean the deed from Schumate

Question Did you at anytime procure an

abstract of title to the land in question?

Answer No I never procured an abstract of title to the land in question. An abstract of the title to the land was sent to me by the person who proposed to buy out Selma Watson or who purported to be an abstract

Question Was that before or after you got the quit claim deed from Samuels?

Ans that was before I got the quit claim deed from Samuels.

Question. Who made that abstract if you know?

Ans I don't know I only had possession of it so short time, abstract or memorandum or whatever it is.

Question Did you ever look to see who made that abstract?

Ans I don't remember that I did most likely if I did look at it I looked at the whole of it and I don't remember any name on it. I was satisfied when I saw it that some one had been looking into the title of the land and had found the condition of it but whether it was an official paper or not I can't say. I paid no attention to it

Question Did you ever show that abstract to Mr Nelson?

Answer No Sir I don't think I did I don't think at the time I sold I had it in my possession, nor from the time I first got acquainted with him up to the time of sale nor since that time.

Question What became of the difference between

the amount of the principal note ~~was~~ received from Nelson and the consideration mentioned in the deed from you to him.

Ans that consideration aside from the note was nominal I received no money from him at all no cash —

Question Do you know whether Mr Nelson is a married man or not.

Ans He stated that he was not a married man, that he was a widower I believe

Question Why did you put in \$500 as the consideration in the deed if you only received a note for four thousand five hundred?

Ans Because it is very common to put a larger consideration in the deed than is actually paid —

Question Where does Mr Nelson live at present

Ans I don't know he was in the city last Monday morning and said he would try to be present at the taking of these depositions & day I showed him the notice to take depositions here, on Monday

Question is he now present before the Notary taking these depositions?

Answer No Sir. Question Have you seen him here to day before the Notary? Answer No Sir I have not —

Question Has Mr Nelson paid you anything on the notes he gave you, as yet, or not?

Answer He has not

Question What knowledge have you of any of the ability of Mr Nelson to pay those notes

Answer I have no knowledge except his own statements I have made no inquiry.

Question If you have no knowledge of his ability to pay except what he stated why did you take a note for so large an amount and make it payable so long a term as five years from date -

Answer because I took a deed of trust on the property or thing sold which if not worth the money now might be there -

Question What do you think the land in question is worth?

Answer Well I will state that I am not conversant with values of land in Jefferson County but from information derived from residents of that County I would suppose that land if the title were perfect in one person ought to be worth from four to five thousand dollars.

Question Do you know if Mr Nelson has ever been on the land or not?

Answer Not of my own knowledge I was never there with him.

Question How long after your first insertion in the Missouri Republican was it when Nelson came to you for the first time?

Answer I think it was in the afternoon of the first day, it may have been the second day but I think it was the first day it was issued.

Question Were you ^{at Nelson's} agreeing as to the consideration or price without much bargaining for the land?

Answer Well about ordinary way of doing business he was there about an hour the first day and

may have returned that same day
Question Who made the first proposition
Answer I think it was Mr Nelson made
the first proposition but I am not certain
who made it I think he did though

Question How much did he first propose
Answer I think he first proposed five
thousand but said he had no money to
pay down that was the first thing he said
Question How much did you ask therefor
Answer Forty five hundred Dollars.

Question And that he accepted?

Answer Yes the next day or so I
know we were talking about it

Question Please give me a description
of Mr Nelson his appearance age height
complexion &c

Answer I would take Mr Nelson to be
a man of middle age say forty to forty five
about five feet five inches ^{high}, what I
call florid complexion blue eyes
red whiskers and hair perhaps auburn
full beard and would weigh 150 to
one hundred and sixty pounds

Question When was the deed to Nelson made
by you?

Answer About the second or third day
after I first saw him.

— Mills W. Watson —

Sworn to and subscribed before me
on the day at the place and between



the hours in that behalf first aforesaid
Dexter Tiffany
Notary Public
St. Louis Co. Mo.

I, Dexter Tiffany a Notary Public within
and for the County of St. Louis State of
Missouri duly commissioned qualified
and acting as such do hereby certify
that in pursuance to the annexed
notice before me came Mills W. Watson
at the office of Dexter Tiffany #507
Chestnut Street in the City of St. Louis
County of St. Louis and State of Missouri
that he was sworn to testify the whole
truth of his knowledge touching the matter
in controversy that he was examined
and his examination reduced to writing
and subscribed by him in my presence
at the place on the day and within
the hours in that behalf first aforesaid
and his said deposition is herewith
returned



Witness my hand and Notary
seal affixed at office in the
City of St. Louis County & State
aforesaid the 8th day of January
A.D. 1875

Dexter Tiffany
Notary Public
St. Louis Co. Mo.

In Circuit Court
of Jefferson County
Missouri

Thos. H. Chevalier pff

vs.

Selma Watson ad
defto.

Depositions for
Deft. Tyler

paid \$ 10.00 fees
by subscribers
att'y for
Tyler

Dustin Tiffany
Notary Public
Filed July 17 1886
C. H. Morris
clerk

William H. Nelson, plaintiff, } In the Circuit Court of
against } Jefferson County, State
Selma Watson and A. W. } of Missouri,
Tyler, defendants. } 3

To the above named plaintiff, or W. W. Watson, his Attorney of Record,

You are hereby notified, that depositions of witnesses, to be read in evidence in the above entitled cause, on the part of the defendants, will be taken at the residence of M. F. Swinmanc, a Notary public, in the town of Mexico, in the County of Audrain, and State of Missouri, on the 9th day of January A.D. 1875. between the hours of eight o'clock in the forenoon and six o'clock in the afternoon of that day; 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.

Almer Green and Henry F. Ahlers,
Attorneys of Record for de-
pendent A. W. Tyler,

I hereby acknowledge service
of the above notice this
2nd day of January 1874

M. W. Watson Atty. for Pltff

In the Circuit Court of Jefferson
County, Arkansas

William H. Nelson,
Plaintiff,

against
Adma Watson and
M. M. Tyler, defendants.

Order to take deposition,

Original

Depositions of witnesses, produced, sworn and examined, on the 9th of January 1875, between the hours of eight o'clock A. M. and six o'clock P. M. of that day, at Mexico, in the County of Andrew and State of Missouri, before me, a Notary Public within and for Andrew County, Missouri, in a certain cause now depending in the Circuit Court of Jefferson County, Missouri, between William H. Nelson, Plaintiff and Edmund Watson and A. M. Taylor, defendants:

H. Shumate, of lawful age, being produced, sworn, and examined on the part of the ~~defendants~~, deposes and saith;

I was written to sometime during the summer of 1874 by a Mr. Watson, requesting my Quitclaim Deed to a certain tract of land lying in Jefferson County, Mo, which land I had, a few years ago, sold to a Mr. Gleason, of St. Louis. He, Watson, stated in the letter to me that he was the owner of the land, and that he desired to borrow some money and give a mortgage on the land for security, but that there was "a clerical error" in my deed to Gleason, which I would have to correct before he could do so. He also stated that, as he supposed it was my intention to make Mr. Gleason a good title to the land, I could have no objection to make the correction referred to.

I had heard before that Mr. Gleason had sold the land to a Mr. Watson. This fact, taken in connection with the fact of receiving a letter signed by a person of that name, caused

me to believe that the case was as he represented it in his letter. As it was my intention to make Mr. Gleason a good title, and as I was assured by Mr. Watson who professed to be the owner of the land at that time, that there was a clerical error in my deed to Gleason, I did sign a quit-claim deed to Mr. Watson for the sole object of correcting what was said to be a clerical error in my title to Gleason.

Mr. Watson further stated that my Quit Claim deed would be all the correction that was necessary and a deed of that kind came in the same envelope with his letter, all filled up and ready for my signature. The envelope containing deed and letter was post-marked, "St. Louis, Mo." and I was instructed to mail the deed to him at St. Louis Mo., which I did. I did not receive any money for making the deed, nor did he tender me any, directly or indirectly; nor did he offer any consideration, whatever. There was, however, five dollars in the letter, which he instructed me to use in paying the necessary fees on the deed.

This is all the money I received. Had this matter been placed before me in the light of a sale of the property for a consideration, I would have rejected it as a fraud. If there be any consideration specified in the Quit Claim deed, it is a mere legal formality, not real.

I do not remember how Mr. Watson signed his Christian name, but my impression is (and the impression is strong,) that it was W. W. Watson; but be that as it may,

the name signed to the letter and the name ~~signed~~
of the party to whom the Quitclaim was made, were the
same.

The letter in question I have not in my possession
now, at least, I have not been able to find it after
a diligent search. Not expecting to hear from
this matter again I attached no importance to
it, and did not therefore take care of it.

The contents of the letter I have stated sub-
stantially, and in the exact verbiage, so
far as I could, from memory. I am positive
in my recollection of the phrase, "blatant
error" and of the fact that he asked for
a Quit Claim "simply to correct an error
in my deed to Gleason".

Nathan Shumate

Subscribed and sworn to before me, on the day, at
the place, and within the hours first aforesaid

Milton H. Simmons

Notary Public.

Harriet F. Shumate, of lawful age, being produced,
sworn and examined on the part of the ~~defendants~~
deposed and saith:

I read the letter of Mr. Watson
to my husband, in which he asked a Quit-claim
deed to the land sold by him to Mr. Gleason. She
represented herself owner of the land, and said
he wanted to borrow money on it, but could not do
so, owing to a clerical error in the deed made
by Mr. Shumate to Mr. Gleason. She also said a
Quit Claim from Mr. Shumate would correct the
error. With that understanding and for that
purpose alone, I, as the wife of Nathan Shumate,
signed the Quit-claim to Mr. Watson. Mr. Watson
said in his letter that the inclosed five dollars
were to pay the necessary fees on the deed.

I do not remember how Mr. Watson signed
his first name - This is all I know of the matter.

H. F. Shumate

Subscribed and sworn to before me, on the day, at
the place, and within the hours first aforesaid.

Milton F. Simmons
Notary Public

I Milton F. Simmons, Notary Public within and for the County of Audrain in the State of Missouri, do certify, that in pursuance of the annexed notice, came before me at Mexico, in the County of Audrain and State aforesaid, Nathan Shumate and Harriet H. Shumate, who were by me personally sworn to testify the whole truth of their knowledge touching the matter in controversy aforesaid; that they were examined and their examination reduced to writing, and subscribed by them, respectively, in my presence, on the day between the hours and at the place in that behalf first aforesaid, and their said depositions are now herewith returned.

Given at office, in the City of Mexico, County of Audrain and State of Missouri, this 9th day of January 1875-

Milton F. Simmons
Notary Public.

Weldon & Watson et al

Depositions for Defts

Notary's Fees - \$3.75

W. H. Simmons,

Notary Public

Witnesses Fees \$1.00

Filed Feb. 17th 1885

W. H. Simmons

Old



William H. Nelson, petff.
against
Selma Watson, A. M. Tyler.
and George Schierberg, defdt.

In the Circuit
Court of Jefferson
Co. Mo.

Now comes George Schierberg, who at the last term of this court was made a co-defendant, by his attorneys, and by leave of court answers the petition of plaintiff as follows:

This defendant denies, that on the 8th day of July 1874. or at any other time the plaintiff was lawfully entitled to the possession of the lands, described in plaintiffs petition, and this defendant denies, that on the 9th day of July 1874. or at any other time the co-defendants Selma Watson and A. M. Tyler, or either of them as against the plaintiff entered into said premises, and that they unlawfully withhold from the plaintiff the possession thereof, to his damage in the sum of three hundred dollars, or any sum whatever, and denies, that the monthly rents and profits of said premises is seventy five dollars per month, and this defendant denies that the plaintiff is entitled to recover judgment against his co-defendants or either of them or this defendant, for the possession of said premises, or any part of them, or any judgment for three hundred dollars, or any sum whatever for dam-

ages, for the unlawful withholding of said premises, or any part of them, by the co-defendants or either of them, or this defendant, or for security five dollars or any sum for monthly rents and profits of said premises, or costs of suit, And this defendant denies, that plaintiff is entitled to any relief whatever as against his codefendants, or either of them, or this defendant.

And this defendant, George Schierberg, denies that the plaintiff at the commencement of this suit or at any time had, or has now any right, title or interest, whatever, in the Lands described in plaintiff's petition.

And for further answer this defendant George Schierberg, states, that in 1860. the title to all the land described in plaintiff's petition, was in one Nathan Schumate, (the common grantor and under whom plaintiff claims title) and that by a regular chain of conveyances the title to all of said lands has been conveyed and transferred from said Nathan Schumate to this defendant, George Schierberg, who is now the absolute owner of said lands in fee simple, that while the title to said lands was in this defendant, George Schierberg, he conveyed the same to the co-defendant, Selma Watson, who conveyed the same by deed of trust back again to that co-defendant S. M. Tyler, as trustee, to

secure the payment of the balance of the purchase money, which said co-defendant Selma Watson owed this defendant for said Lands, amounting to two thousand eight hundred and thirty four dollars, and that said money having become due and payable and remaining unpaid, the said trustee in pursuance of the powers given him by said deed of trust, and at the request of this defendant George Schierberg, the legal holder of the Note, secured by said deed of trust, advertised and sold said lands at public sale, at which this defendant George Schierberg became the purchaser of said Lands, and has since received a deed from said trustee, conveying to him all of the said Lands, wherefore said A. M. Tyler has now no interest in said lands, though at the commencement of this suit he held the legal title thereto as trustee as aforesaid.

This defendant further states, that, when the Note, the payment of which was secured by said deed of trust from Selma Watson to A. M. Tyler, as trustee, and this defendant as cestui qui trust, had become due and payable, and was remaining unpaid, M. W. Watson, (a brother of Selma Watson, & a co-defendant, and the Attorney for plaintiff in this suit) having ascertained, that three of the prior deeds in the chain of title of this defendant

George Schierberg, to said Lands, to wit: the
deed from Nathan Schumate and wife to George
F. Gleason, dated February 10th 1860., and from
said Gleason to James Doyle, dated October
18th 1860., and from said Doyle to William
J. Miller and T. K. Miller, dated February 28th
1866. had not been recorded, in the Recorder's
Office in Jefferson County, Missouri, the said
M. W. Watson combined and confederated with
the plaintiff, to cheat and defraud the defen-
dant, George Schierberg, out of his right title
and interest in said lands, and that said M. W.
Watson, in order to carry out such ^{fraudulent} purposes,
falsely and fraudulently represented to Nathan
Schumate the common grant as aforesaid, that
he, said M. W. Watson, had become the owner
of said Lands, and that there was a clerical
error in the deed for said lands from him,
Nathan Schumate, to George F. Gleason; that
he M. W. Watson wanted to borrow some money
and give a mortgage on said lands for security,
which he could not well do without having said
clerical error first corrected, and the defendant
states, that said representations of M. W. Watson
to Nathan Schumate were entirely false and
made with the fraudulent view of cheating and
defrauding the defendant, George Schierberg,
out of his interests in said lands as aforesaid,

that there was no clerical error or any error or mistake in said deed from Schumate to Gleason, and that said M. W. Watson neither at the time, such representations were falsely and fraudulently made as aforesaid, nor at any time was the owner of said lands.

This defendant further states, that said Nathan Schumate, having previously heard, that one Watson, the christian name of whom however he did not know, had become the purchaser of said lands, and believing, that said M. W. Watson, was the one, thus having become the owner, at the instance and request of said M. W. Watson, together with his, Schumate's wife, & signed and sealed and executed a quitclaim deed ^{dated June 3rd 1874 to said M. W. Watson} for said lands, which deed had been sent to said Nathan Schumate for that purpose, with a letter containing the false and fraudulent representations as aforesaid, and that said M. W. Watson paid no consideration whatever for said quitclaim deed, nor offered he any to said Schumate; that however he sent \$5. as in said letter to said Schumate with instruction to use the same in paying fees on said quitclaim deed. This defendant further states, that said M. W. Watson, when he obtained the quitclaim deed from Nathan Schumate, ^{and} as aforesaid, and before that time, well knew, that said

Shumate had no title to said lands any more, that he had conveyed the same by deed to said Gleason, that said Gleason had conveyed the same by deed to said Daye, and that said Daye had conveyed the same by deed to said Wm. J. and T. R. Miller, that he had full knowledge of all this, although these three deeds at that time were not on record as aforesaid; that he, M. W. Watson, before and at the time, he obtained said quitclaim deed well knew, that there was no error, clerical or otherwise, in said deed from Shumate to Gleason, and therefore nothing in said deed needed correction either by quitclaim deed or otherwise, and this defendant also states, that said M. W. Watson before and at the time, he obtained said quitclaim deed as aforesaid, well knew, that his brother Selma Watson, a co-defendant, having acquired said lands from this defendant George Schueberg, and having given this defendant a deed of trust on said lands, to secure the payment of the balance of the purchase money, amounting to no less than two thousand eight hundred and thirty four dollars, was in possession of said lands, under said deed from this defendant George Schueberg to him Selma Watson. This defendant further states, that

the said Mr. W. Watson and plaintiff conspired and
conspired together, to for acquire title to said
lands by deceit and false representations, that
as aforesaid, that they both well knew, before
said Mr. W. Watson obtained said quitclaim deed
from said Shumate and his wife, as aforesaid,
of the existence of the said three deeds, not record-
ed at that time as aforesaid, that is the deed from
Shumate to Gleason, from Gleason to Dayle and
from Dayle to ~~the~~ W. J. and P. R. Miller, and
this defendant states, that plaintiff had full know-
ledge ^{of actual notice} of the existence of these three deeds, not
then recorded, as aforesaid, before he obtained
his deed for said lands from said Mr. W.
Watson, and that he well knew, before he
obtained such his deed, that said Mr. W. Watson
had obtained his quitclaim deed from said
Shumate and wife under false, fraudulent and
deceitful representations, made by him to said
Shumate, and paid no consideration whatever
for said quitclaim deed, all as aforesaid, and
this defendant further states, that, although
the deed from said Mr. W. Watson to plaintiff
purports to have been executed in consideration
of five thousand and five hundred dollars,
still said plaintiff paid no consideration
whatever for said deed to Mr. W. Watson or
any body. This defendant further states, that,

Mr. W. Watson falsely and fraudulently executed a deed for said lands to plaintiff, dated July 2^d 1874, one day less than a month after he had obtained his said quitclaim deed from Nathan Shumate and wife as aforesaid, that this deed was executed without any consideration as aforesaid merely in pursuance to a plan and scheme, contrived and concocted by said Mr. W. Watson and plaintiff, thinking and presuming, that plaintiff might appear and claim, to be an innocent purchaser, even if the fraud and deceit should be proved to be on the part of said Mr. W. Watson. This defendant further states, that, when said plaintiff obtained his said deed from Mr. W. Watson, and before, he well knew, that the title to said lands had regularly and bona fide been conveyed by successive conveyances, from said Nathan Shumate down to Selma Watson, who then was in possession of said lands, and that he had given a deed of trust for the unpaid balance of the purchase money therefore to this defendant George Thierberg.

This defendant therefore avers, that both said deeds to wit: the quitclaim deed from Nathan Shumate & wife to Mr. W. Watson and from said Watson to plaintiff for the lands described in plaintiff's petition, were taken

by said vendees with full notice, that long
prior thereto said Nathan Shumate had bona
fide conveyed said lands to George F. Gleason,
and that by a regular chain of title said
lands were then in co-defendant Albert M.
Tyler as trustee in the deed of trust from
Selma Watson to this defendant as cestui
qui trust, to secure the balance of the
purchase money as aforesaid, and that
therefore said quitclaim deed from Nathan
Shumate & his wife to M. W. Watson and
~~from the latter~~ the deed from the latter to
plaintiff for said lands are fraudulent
and void, and that they acquired no title
to said lands by virtue of said deeds.

And for further answer and defence in this be-
half, this defendant avers, that neither the plain-
tiff, nor his ancestors, predecessors, grantors
or other persons, under whom he claims title
to said lands, have been seized or possessed of
said lands, or any part of them within the ten
years next before the commencement of
this suit, but on the contrary this defen-
dant avers, that he, and his ancestors, pred-
ecessors, grantors, and other persons, un-
der whom he claims title to said lands,
have been actually seized and possessed
of said lands, holding the same, openly

notoriously and continuously under a claim of title to the same, and adversely to the plaintiff and to all others, for more than ten years, next before the commencement of this suit, and this defendant therefore denies, that the plaintiff can have or maintain any action for the recovery of said lands, or any part of them, and defendant denies, that plaintiff is entitled to any judgment or relief whatever.

Wherefore this defendant states, that not the plaintiff but this defendant is the real and bona fide owner of the lands, described in plaintiff's petition, and that not the plaintiff but this defendant is legally entitled to the possession of said lands,

A. Green & W. F. Ahlers.

Attorneys for defendant
George Schierberg.

In the Circuit Court
of Jefferson Co. Mo.

William H. Nelson
pett.

vs.

Selma Watson, et
al., Defendants.

Answer of
George Schierberg,

Filed April 8th 1875-

C. H. Hering
Clerk