

Tofferson County Circuit Court
Case File - Civil

Box

9 Folder 20

November 1857, #20

Dodson, Fleming

vs

Dodson, William H.
Dodson, Marissa
Hewley, James, Sr

Set aside deed

Deed of trust on 170 acres in
S6T40R5E; depositions

THIS DEED OF TRUST, made this twenty third day of March in the year of our Lord one thousand eight hundred and fifty five between Fleming Dodson, William, and George W. Dodson of the County of Jefferson Missouri parties of the first part, Charles C. Fletcher and Elias F. Henry of the same place parties of the second part, and Lucas J. Rankin of the same place part of the third part,

Witnesseth, That the parties of the first part, for and in consideration of the sum of one dollar, to them in hand paid by the party of the second part, and of the indebtedness and trust hereinafter mentioned, do grant, sell, alien, enfeoff, and confirm, unto the said parties of the second part, the following described real estate lying in Jefferson County Missouri to wit The North half of the South east quarter of Section Six in Township forty of Range No five east, containing eighty acres being same land located by the said Fleming Dodson with Military land warrant No 17,563. Also the South West quarter of South East quarter of Section No Six (6) in Township No forty of Range five East, containing in the whole One Hundred and twenty acres more or less the last mentioned tract having been entered at the land office at St Louis Mo on the 25th day of Sept 1851 by said J. Dodson

being the same conveyed to the said part of first part by deed of of even date herewith. To Have and To Hold the said real estate and all rights, privileges and appurtenances thereto belonging unto the said parties of the second part, and to the survivor of them and to the heirs and assigns of the survivor of them forever; In Trust, however, for the following purposes: WHEREAS, said Fleming Dodson, William Dodson and Geo. W. Dodson are justly indebted to said party of the third part in the sum of One Hundred and twenty dollars have executed and delivered to said party of the third part their promissory notes of even date herewith, to said party of the third part for the said sum of One hundred and twenty dollars payable twelve months from the date thereof

NOW, if said notes shall be fully paid as they respectively become due, then this Deed shall be void; but if any of said notes, in whole or in part, with interest thereon if any, shall remain in arrears and unpaid after the same becomes due and payable, then, and in every such case, said notes shall become and be considered due, and the said property may be sold to raise money for the payment of them all, whether on their face due or not; and the said parties of the second part, or the survivor of them or their heirs or assigns, may proceed to sell said lots of ground at public vendue, for cash, at the Court House door in ^{St. Louis} to the highest bidder, first having given at least twenty previous notice of the time, place, and terms of sale, and of the property to be sold, by ^{putting up at four public places in different parts of said County of Jefferson} advertisement, published in one of the newspapers printed in the City of St. Louis; and on such sale shall receive the purchase money, and give a deed in fee for said lot to the purchaser, and out of said money shall pay first the expenses of this trust and of said sale, and then whatever may be due on any of said notes that have matured, whether of principal or interest, and also the full amount of any of said notes which may not then be due on their face, and the balance if any, shall be paid to the parties of the first part, or to their executors, administrators or assigns. AND IT IS UNDERSTOOD, that no proceeding to sell shall be commenced until default shall have been made in the payment of ~~some one~~ of said notes. And the parties of the second part agree to perform this trust faithfully.

In Testimony Whereof, said parties have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in the presence of

Fleming Dodson



William X Dodson



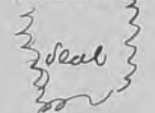
Geo. M. X Dodson



Chas. C. Fletcher



E. H. Honey



STATE OF MISSOURI, }
COUNTY OF ST. LOUIS. } SS.

Be it Remembered, That on this Twenty fourth day of March in the year of our Lord one thousand eight hundred and fifty five before me, the undersigned Clerk of the Circuit Court

within and for the County aforesaid, personally came Fleming Dodson, William Dodson, George W. Dodson, Charles C. Fletcher and Elias Honey who are personally known to me to be the persons whose names are subscribed to the within instrument of writing, as having executed the same as parties thereto, and I personally acknowledge the same to be their act and deed for the purposes therein mentioned.

In Testimony Whereof I hereunto set my hand and affix the seal of said Court at Office date aforesaid,

Chas. C. Fletcher
Clerk

State of Missouri }
County of Jefferson } I, the undersigned Clerk of the Circuit
Court and Ex officio Recorder in and for said County Certify
that the preceding deed of trust was filed and truly recorded
in my office on the 17th day of April A.D. 1855 in Book
No pages 4138 & 4139

Witness my hand and official
Seal date last aforesaid

Thos C Fletcher Recorder
for Ed Honey Dept

Showing Adams & others
to { Need of funds
to money & c c Fletcher
for benefit of S & Rankin

Adams

Duckson

Adopted April 17th 1853

M. C. Fletcher
Recorder

Paid by a Rankin

Fleming Dodson, - plaintiff, } In the Circuit
 & against } Court of Jefferson
 William H. Dodson & Anissa } County, Missouri,
 his wife, & }
 James Hensley, } Defendants.

Plaintiff states that on the 23rd day of March 1853, he made & executed in writing an instrument in the nature of a will, by which he gave to his two sons, William H. and George L. Dodson, the Land hereinafter described, upon condition that they should support him during his life, - but that afterwards, about the 20th of April 1853, said two sons contrived to defraud Plaintiff out of the title to said Land, - and by undue influence, and various arts of persuasion they induced Plaintiff to execute a Deed to them for said Land, situate in Jefferson County Missouri, and described as follows, to wit, being the North half of the South East quarter, and the South West quarter of the South East quarter of Section No. Six in Township No. forty, of Range No. Five East, containing one hundred and twenty acres, said Deed was executed ^{& delivered} on the day of April 1853, (but was ante-dated so as to agree in date with said will) the consideration of which, was, that the said William H. and George L. Dodson, and in case of their death, that their heirs, administrators and assigns, should well and truly pay or cause to be paid all of the lawful and just debts the plaintiff was then owing, and should also provide, maintain, & keep the plaintiff during his natural life, - Plaintiff states that at the time said Deed was made

and delivered, he was laboring under great afflictions of mind, his wife and two children having died in the month of March & April of that year, - and he having scarce recovered from a severe spell of sickness. And, having full faith and confidence in the integrity of his two sons, William H, and George L, Dodson, he was induced by the artful and deceptive persuasions used by them, to make said Deed, which was altogether contrary to his first intentions. Plaintiff further says said Deed was not written according to the contract, which was that the said William H, and George L, Dodson were to maintain & support him on said farm during his natural life. He therefore says that the said William H, and George L, Dodson procured said Deed to be written contrary to said agreement, to defraud plaintiff of said land, and that said Deed was obtained by fraudulent practices, and misrepresentation, by said William H, and George L, Dodson. He further says he did not know at the time of signing it that it did not provide that they were to live with and support him on said farm, where he then lived or he would not have signed it, - nor did he know of this for about a year afterwards.

After said Deed was made, William H, and George L, Dodson lived with plaintiff and cultivated said farm about two years when George sold out his interest to William who continued to reside there till about the 8th day of February 1837, when he rented

out the farm and moved away, leaving the plaintiff to shift for himself.

Plaintiff states that William H. Doosan has neglected, failed, and refused to carry out the conditions on which said deed was made, - that he has failed to pay the debts of plaintiff then due, - that he failed to furnish him with any clothing whatever during the time he lived there, or up to the present moment, & that he furnished plaintiff with such boarding as was not fit for a slave, much less a kind and generous Father, who had been so liberal and indulgent to him, and not only this, but said William H., and particularly his wife, was so quarrelsome and abusive to plaintiff, during the time they stayed there as to render his condition almost intolerable.

Plaintiff states that this ill treatment he believes was designed to drive him away, that they might enjoy the benefits of his labor without any recompense. - Plaintiff

further says that after William moved away, - that is, on the 9th of February 1837, he combined and conspired with his father-in-law, James Wensley^{sen}, to fix such incumbrances upon the land, as he imagined would prevent Plaintiff from obtaining his just rights to said land, - that he gave said Wensley a Deed of Trust on said Land for the sum of \$370.70 cents, - he knowing at the time, that William's object in giving said Deed of Trust, was to defeat plaintiff of his just rights to said land, - Plaintiff therefore says that the Defendants combined

and conspired together to defraud him of his just rights to said land.

Plaintiff therefore says that said William W. Dodson has not complied with his Contract as set forth in said Deed, - that he has not paid plaintiff any consideration for the Land herein described, - that he craftily procured it to be written contrary to the agreement of the parties, - and that said Deed was procured by fraud, and that it would be contrary to every principle of equity to allow said William to hold title to said Land, without paying some equivalent therefor.

In consideration of the premises Plaintiff asks that the Court decree that the Deed said William obtained from Plaintiff be set aside and vacated, and that said William ^{and his wife} be divested of any title they may have acquired thereby, and that the title to said Land may be vested in the Plaintiff; and ^{that} said Deed of Trust of said Bensley may be declared null and void, and of no validity as a lien upon said Land, and ^{that} the title to the same be vested in Plaintiff, free of any encumbrance. And to grant such other and further relief as may be consistent with Equity. - ~~Plaintiff~~ ^{Plaintiff} for said Land showing the original title in Plaintiff is here to the Court shown.

} Abner Green
} Attorney for Plaintiff.

Fleming Dodson, plaintiff, makes
oath and says the above Petition, and
the matters therein, as stated, he believes
to be true.

Sworn to and Subscribed
before me July 2^d 1857
Elias J. Honey clk

Fleming Dodson

In Circuit Court

Jefferson County

vs
Hanning Deacons

William H. Deacon
vs
Others

Petition in
Circuit Court,
Settling accounts
against Defts, et al. From
for 1875

Filed July 2nd 1877

Oliver & Hoenig clerks

2 copies Deft - 2. 10
2 copies Deft - 9 00
Printed copy 1 20
affidavit Deft 20
\$ 4.40

Heming Dodson Plaintiff
 against
 William H. Dodson & Narcissa his wife
 & James Hershey Senr. Defendants

In the Circuit Court
 of Jefferson County
 Missouri

Plaintiff States that on
 the 25th day of March 1853, he made & executed in writing
 an instrument in the nature of a Will, by which he gave to his
 two sons William H. and George L. Dodson, the land hereinafter
 described, upon condition, that they should support him du-
 ring his life; but that afterwards, about the 20th day of April
 1853, said two sons contrived to defraud Plaintiff out of
 the title to said land, and by undue influence and various
 arts of persuasion they induced Plaintiff to execute a deed
 to them for said land, Situate in Jefferson County Missouri
 and described as follows, to wit: Being the South half of
 the South East quarter, and the South West quarter of the
 South East quarter of Section N^o Six, in Township N^o forty
 of range N^o five East, containing One hundred and
 twenty acres. Said deed was executed & delivered on
 the day of April 1853. (but was antedated so
 as to agree in date with said will, the consideration of
 which was, that the said William H. and George L. Dodson
 and in case of their deaths, that their heirs, administrators, and
 assigns, should well and truly pay or cause to be paid all of
 the lawful and just, debts the plaintiff was then owing and
 should also, provide maintain & keep the plaintiff during
 his natural life: Plaintiff, States, that ^{at} the time said
 deed was made, and delivered, he was labouring under
 great distress of mind, his wife and two children
 having died in the month of March & April of that
 year, and he having scarce recovered from a severe
 spell of sickness, and having full faith and confidence
 in his two sons William H. and George L. Dodson he
 was induced by the artful and deceptive persuasions
 used by them to make said deed, which was altogether

contrary to his first intentions. Plaintiff further says said deed, was not written according to the Contract, which was that the said William H. and George L. Dodson were to maintain and support him on said farm, during his natural life. He therefore says, that the said William, and George L. Dodson procured said deed to be written, contrary to said agreement, to defraud plaintiff of said land, and that said deed was obtained by fraudulent practices, and misrepresentations, by said William H. and George L. Dodson. He further says he did not know at the time of signing it that it did not provide that they were to live with and support, him on said farm where he then lived, or he would not have signed it nor did he know of this for about a year afterwards. After said deed was made William H. and George L. Dodson, lived with plaintiff, and cultivated said farm about two years, when George sold out his interest, to William, who continued to reside there until about the 8th day of February 1857, when he rented out the farm and moved away leaving the plaintiff to shift for himself. Plaintiff states that William H. Dodson, has neglected, failed and refused to carry out the conditions on which said deed was made, that he has failed to pay the debts of plaintiff then due, that he failed to furnish him with any clothing whatever during the time he lived there or up to the present moment, & that he furnished plaintiff with such boarding as was not fit for a Slave, much less a kind and generous Father, who had been so liberal and indulgent to him. And not only this but said William H. and particularly his wife was so quarrelsome and abusive to plaintiff during the time they stayed there as to render his condition intolerable.

Plaintiff states that this ill treatment he believes was designed to drive him away that they might

enjoy the benefits of his bounty without any recompense
Plaintiff further says that after William moved
away, that is on the 9th of February 1857, he com-
bined and confederated with his Father in law, —
James Hensley Sen. to fix such encumbrances upon
the land as he imagined would prevent plaintiff
from obtaining his just rights to said land, that he
gave said Hensley a deed of Trust on said land for
the sum of \$370-70 cents, he knowing at the time,
that said William's object in giving said deed of trust
was to defeat plaintiff of his just rights to said
land. Plaintiff therefore says that the defendants
combined and confederated together to defraud
him of his just rights to said land. Plaintiff there-
fore says that William H. Dodson, has not complied
with his contract as set forth in said deed, that he has
not paid plaintiff any consideration for the land
herein described, that he craftily procured it to be
written contrary to the agreement of the parties, and
that said deed was procured by fraud, and that
it would be contrary to every principle of equity to
allow said William to hold title to said land, with-
out paying some equivalent therefor.

In consideration of the premises, Plaintiff asks, that
the Court, decree that the Deed said William obtain-
ed, from Plaintiff be set aside and vacated, and
that said William, and his wife be divested of any title
they may have acquired thereby and that the title to
said land may be vested in the plaintiff, and that
said deed of trust of said Hensley may be declared
null and void and of no validity as a lien upon
said land, and that the title to the same be vested
in plaintiff free of any encumbrances, and to
grant such other and further relief as may be
consistent with Equity. Patents for said

land, Showing the original title in plaintiff is
here to the Court shown

Abner Green Attorney for Plaintiff

Heming Dodson plaintiff makes oath and says
the above petition and the matters therein as stated
he believes to be true

Sworn to and subscribed } Heming Dodson
before me July 20th 1857 }
Elias J. Hooney Clerk

Ordered

"Filed July 20th 1857. Elias J. Hooney Clerk"

A true copy of the original petition and
affidavit on file in my office

In Testimony whereof I hereto set my
hand and affix the Seal of said
Court at office Sept 30th 1857
Elias J. Hooney Clerk

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. Dodson
and Narcissa his wife and James Hensley
Senior if they be
found in your County, that they be and appear before the Hon.
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 fourth Monday of November
next, then and there to answer unto Herman Dodson

upon her original petition, a copy whereof is herunto annexed and
accompanies this writ—and have you then there this writ.

Chas J. Honey

Witness, ~~THOMAS C. EMBACHER~~, Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at
office, in Hillsboro, this thirtieth
day of Sept A. D. 1857

Chas J. Honey

CLERK CIRCUIT COURT.

I Executed the within writ at the county of Jefferson
on the 27th day of October, 1857 on William Dodson by leavi-
ng a true copy of ~~the within writ~~ and the annexed petition
at his usual place of abode with a free white person
of the family over the age of fifteen years and also on
on the same day by recelling ^{the within writ} in the presence and
hearing of James Henry Sr and Narcissa Daelson the
the wife of William Dodson

Augustine Wiley Sheriff

No 20

To Jefferson Circuit Court

November Term 1857

1626

Fleming Dodson

vs } Summons

William H Dodson et al

—

Sherriff fees \$3.00

Judgt. to wft.

Chd

1857 Book

judgment for defendant done

1804 Page

Fleming Dodson

vs

Br. Dodson et al

In the Circuit Court
Jefferson County

November Term 1857

Now comes the defendants and move
the Court to rule plaintiffs to security
for costs because the said plaintiff
is unable to pay costs,

P. Piptin att
for defendants,

Henry Hudson

4

Mr. Hudson died

He died with plenty
of money for his

He died on 24th 1687

He was 70 years old

F Dodson
vs } Bond for Costs
W. H. Dodson

Filed Nov 27 - 1857
Elias J. Honsey

Fleming Dodson plff

against

William H. Dodson & Marcellus

wife and James Wensley Senr Defts

In the Jefferson Circuit

Court

November term 1887

Plaintiff States

that on or about the 25th day of March 1853 this plaintiff being weak and imbecile in mind and understanding and incapable of the exercise of ordinary judgment and discretion in the transaction of business or the making of contracts and the said Defendant William H. Dodson with one George L. Dodson being two grown sons of the plaintiff in whom the plaintiff at the time reposed unlimited confidence and trust on or about the day and year last aforesaid persuaded and induced this plaintiff to execute and deliver to them an instrument in writing in the nature of a will and intended as such by which this plaintiff gave to his two said sons the tract of land herein after described upon condition that they his said sons should support plaintiff his plaintiff's lifetime. That afterwards to wit on or about the 20th of April 1853 the said William H. Dodson and George L. Dodson by false and fraudulent pretences representations and promises made to this plaintiff while this plaintiff was in a weak and imbecile condition of mind incapable of contracting persuaded and induced this plaintiff to execute and amend the said instrument of writing of the 25th March as aforesaid and to execute and deliver to them

a deed in fee simple for said tract of land which
land is described as follows to wit "The South half
of the South East quarter and the South west quarter
of the South East quarter of section No Six in Township
No forty of Range No five East Containing one hun-
dred and twenty acres said deed was in fact executed
and delivered on the 20th day of April 1853 but the
said William H & George L. persuaded and induced
the plaintiff to Ante date the same back to the 25th
of March so as to correspond with the date of the
first named instrument. Plaintiff states at the
time of the execution and delivery of the last named
deed he was weak and imbecile in mind and by reason
of the relationship that existed between himself and
the said George L. & Wm H Dodson he was entirely
under their control and influence and was persuaded
by them to execute said deed without knowing or
understanding its real character. Plaintiff avers
that by the representations of the said George L. &
Wm H. Dodson he was induced to believe that said
deed contained a stipulation to the effect that the said
Wm H & George L. were to pay off all his debts and
support him comfortably and decently on the farm
and premises conveyed. and that they would have
no right to dispose of it during his ^{plaintiff's} life and thereby
turn him out of the home that he had provided for
his old age but he now finds that said deed
contains no such stipulation. That is considered
to secure him a home on said farm or which would prevent the sale of same

time whatever was paid to plaintiff for said deed and
that the sole consideration upon which plaintiff was
induced to execute the same was the understanding
that plaintiff was to live with his said sons on the
place and be by them supported as aforesaid and
that they should pay all plaintiff's debts which
consideration by the fraud and deceit of the said
William H & George L Dodson ^{was} omitted to be inserted
or at least only a portion thereof was inserted and the most important omitted
in said deed, and such omission was not known
to this plaintiff at the time he executed said deed nor
did this plaintiff know that it was necessary to insert
said conditions therein in order to bind the grantees
That after the execution of said deed the said Wm H &
George L took possession of the premises and lived on
and cultivated the same for about two years during
which time plaintiff resided with them but plaintiff
says they did not pay his debts and did not provide
him with comfortable and decent food and clothing
but wholly failed so to do. That he was badly and
cruelly treated by them and abused by the wife of
the said Wm H Dodson so as to render his condition
almost intolerable. About the end of two years
from the date of said deed said George sold & con-
veyed his interest in the premises to the said Wm
H Dodson who continued to reside there and plain-
tiff continued to live with him till about the 8th
of February 1857 when said Wm H rented out the
premises and moved away leaving this plaintiff

without means of support and without a home
unless the plaintiff would abandon the place which
according to the agreement aforesaid he was to reside
at during his life and go with said William H
to a new place to receive the same harsh and
unkind treatment that he had experienced at
the hands of said Wm H & family before he moved
away. Plaintiff further states that after said Wm H
moved away from said premises he and one James Hensley
senior who is also a defendant herein conspired
and confederated together to wit on the 8th of
February 1857. to encumber said land in such
manner as would prevent plaintiff from recovering
his just rights and for the purpose of cutting
off plaintiff's equitable rights in the premises
he the said Wm H executed and delivered to said
Hensley (who was his father in law and well
knew all the facts above stated) a deed of trust
of that date on said land to secure the payment
of \$370. 70 cents said Hensley knowing at the time
that the sole object of said Wm H Dodson was
to defeat plaintiff's just claim to the said
land. and the same was fraudulently intended
and contrived by said Wm H Dodson and said
Hensley for that purpose alone. Plaintiff
avows that at the time he executed the said deed
on the 20th of April 1857 ante dated to the
25th of March preceding. he was not in

a sound and disposing condition of mind. That on the contrary by reason of age infirmities and family afflictions then and recently pressing upon him his mind had become much impaired and he was weak and imbecile and incapable of contracting on equal terms with the said Wm H Dodson and George L Dodson. That they were both his sons and he reposed in them unlimited confidence and they possessed over him an undue and improper influence and by false and fraudulent misrepresentation persuasions and deceptions practiced upon him in the procurement of said deed they obtained from him an unconscionable bargain and which if not relieved against will deprive him of his last means of support in his old age. He therefore in tender consideration of the premises prays the Court to adjudge and decree that the said deed from plaintiff to said Wm H and George L Dodson was obtained by fraud and without consideration and that the same shall be held to be null and void. That said deed of trust to said Hensley may be cancelled or he be required to make his debt if any is justly due him out of the other property of said Wm H Dodson. And that all the right and title of the Defendants in

the said land may be divested and that the
same may pass to and become vested in
the plaintiffs. And for such other relief as
plaintiffs may be entitled to
GIVEN & SWORN our self

Fleming Dodson Plaintiff makes oath and
says the matters as stated in the foregoing
petition are true to the best of his knowledge &
belief
Fleming Dodson

Sworn to and Subscribed before me April 23rd
A.D. 1858. Elias F. Hooley Clerk

Henry Dodson

13

Wm H. Dodson &
others

Witnessed & attested

Filed Dec. 30, 1855
Clara A. Strong

COUNTY OF JEFFERSON.

The State of Missouri,
To L. J. Rankin, Wm. Hovey, John Hickey Jr. W. Bellcham

Greeting:

You are hereby commanded, that taking aside all manner of
excuse and delay, you appear before our Circuit Court for the
County aforesaid, on the 29th day of April next,
at St. Louis; then and there to testify and the truth to say in a

certain matter of controversy, now pending in our said Court, wherein
John Rankin, Plaintiff, is

vs. John Hovey, Defendant, on the part
of Plaintiff and herein you are in no wise to fail.

Witness, THOMAS C. FLETCHER, Clerk of our said Court,

with the Seal thereof hereto affixed, at office this

27th day of March A. D. 1858

Wm. Hovey Clerk.

I Executed the within writ on Louis Hankin on the 10th
and on Thos Callesum on the 15th day of April 1858 by
reading in their presance and hearing

Augustine Wiley Sheriff

I Executed the within writ on Jno Husky Jr
and William Husky on the 23th day of April 1858
By reading in there presance and hearing
George Wiley

Do Circuly Seal
April Term 1858

Henry Jackson

Wm H Jackson

for J. H.

Law J. Hankin 10

Jno Husky Jr 23

Wm Husky 23

Thos Callesum 15

G Wiley fees \$1.00

Wm H Jackson 10

COUNTY OF JEFFERSON.

The State of Missouri,

To Justice Davis, Sheriff, Chas. Webb, Henry and others.
Greeting:

You are hereby commanded, that seeing aside all manner of
excuse and delay, you appear before our Council Court for the
County aforesaid, on the 29th April next
at St. Charles, then and there to testify, and the truth to say in a
certain matter of controversy, now pending in our said Court, wherein
Thomas A. Jackson is Plaintiff and
Wm. Jackson & Geo. W. Conley Jr. Defendants on the part
of Plaintiff and herein you are in no wise to fail.

Witness, THOMAS C. FLETCHER, Clerk of our said Court
this 29th day of March A. D. 1858

with the seal thereof hereto affixed, at office this

Chas. B. Henry Clerk.

I Executed the within on Charles and Margaret Albert on
the 9th and on Prudence Bevis on the 17th and on Wm West
on the 21st days of April 1858 by reading in their presence
and hearing

Augustine Wiley Sheriff

20 Council Court

April Term 1858

Heming Jackson

vs
Wm West

for 21

Prudence Bevis 17

Wm West 21

Chas Albert 19

Margaret Albert 19

Sherriff fees 2000

COUNTY OF JEFFERSON.

The State of Missouri,

To George Locken,

Jesse Locken John Shook

Greeting:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our Service's Court for the County aforesaid, on the 29th day of April 1858 at Stollake's, then and there to testify, and the dole to say in a certain matter of controversy, now pending in our said Court, wherein

James Locken

Plaintiff and

vs The Locken et al

Defendants on the part

of debt

and herein you are on your oath.

Given at St. Louis

Witness, ~~THOMAS D. FLETCHER~~

Clerk of our said Court

with the Seal thereof hereto affixed, at office this

27th day of April A. D. 1858

Geo J Hovey

Clerk.

I Executed the within writ at the County of Jefferson
on George Dodson and John Stroup on the 9th day of April
1858 by receding in their presence and hearing and also
on James Dodson on the 15th day of April 1858 by leaving
a true copy at his residence with a free white person of
the family over the age of fifteen years

Augustine Wiley Sheriff

De Circuit Court
April Term 1858

Henry Dodson

vs
George Dodson et al

Indict

George Dodson vs

James Dodson vs

John Stroup

Sherriff fees \$1.50

COUNTY OF JEFFERSON.

The State of Missouri,
To Mrs. Williams, Eliza J. Heavey, Thomas J. Ogden

Greeting:

You are hereby commanded, that setting aside all manner of
excuse and delay, you appear before our Verdict Court for the
County aforesaid, on the 29th day of April 1858
at St. Louis, then and there to testify, and the truth to say in a
certain matter of controversy, now pending in our said Court, wherein
Alexander Leckon is Plaintiff and
Wm. J. Leckon et al Defendant on the part
of Aft

and herein you are in no wise to fail.

Witness, this 27th day of

April 1858

John J. Heavey, Clerk of our said Court

with the Seal thereof hereto affixed, at office this

27th day of April A. D. 1858

Eliza J. Heavey

Clerk.

I Executed the within writ on Thomas Williams and
Thomas Jephlin on the 10th day of April 1858 by reading
in their presence and hearing and also on E. F. Hovey
on the 15th day of April 1858 by him acknowledging the
Service

Augustine Wiley Sheriff

26 Barreut Court
April Term 1858

Henry Jackson

vs
Wm H Jackson et al

for debt

Thomas Williams 10

Edw J. Hovey 1

Sho. Jephlin 10

Sherriff fees \$1.50

Fleming Dodson, Plaintiff

Against

William H. Dodson, & Narcissa

his wife, and James Hensley, Defendants,

In the Circuit Court for the County
of Jefferson, State of Missouri,

To William H. Dodson, and Narcissa his
wife, and James Hensley, the above named
defendants;

You are hereby notified that
depositions of witnesses, to be read in evidence
in the above entitled cause, on the part
of the plaintiff will be taken at the Court
House, in the Town of Cassville, in the
County of Barry, and State of Missouri,
on the fifth day of April 1858, between
the hours of eight o'clock in the forenoon,
and six o'clock in the afternoon; and
that the taking of said Depositions, if not
completed on that day, will be continued
from day to day, at the same place and
between the same hours, until completed.

March 6th 1858

Fleming Dodson

By Abner Green, his
Attorney.

and served the within Notice William
H. Doason, and James Bensley, at Jefferson
County Mo, on the 13th day of March 1838,
by delivering to each of them a true
copy of the same, and on Narcissa Doason
on the same day, by delivering a true
copy of said Notice to her husband
said William at his usual place of
abode in said County,

George Wiley

Served and Subscribed }
before me Mar. 15th 1838 }
Elias J. Hooney Clerk
fee 10¢

fee of Shelly \$11.50

Notice to take
depositions

Wm. H. Doason
& others

Mar. 13th
Jefferson County

In Circuit Court
Jefferson County

Depositions of witnesses produced
sworn and examined on the
5th day of April in the year of our Lord
1858 between the hours of eight o'clock
in the forenoon and six o'clock
in the afternoon of that day at
the Court house in the County of
Barry in the State of Missouri before
me the undersigned Clerk of the
Circuit Court of said County in
a certain Cause now depending in
the Circuit Court of the County
of Jefferson in the State of Mis-
souri between Fleming Dodson
plaintiff and William H. Dodson
and Narcissa his wife and James
Hensley are defendants, on the
part of the plaintiff.

Levi R. Shipman of lawful
age being produced sworn and
examined on the part of the
plaintiff deposes and saith,

Answer to first interrogatory:
I was at Fleming Dodson's
residence in the Spring of 1853
in Jefferson County Missouri, and
Mr. Hume came there and I saw
him writing what I supposed to
be a will, and afterwards learned
that it was a will, I do not know
anything about any person persua-
ding him Dodson to make a deed
in stead of a will.

Answer to 2nd interrogatory.

At the time I was at Fleming Godsons he had, two head of horses, three Milch cows and calves, one yoke of work cattle and a two horse waggon, ten or fifteen head of hogs and some sheep, the number I do not know, about one hundred bushels of corn, and about one hundred pounds of bacon, and three feather beds and bedding and other household and kitchen furniture, about what a small family generally uses, and as well as I recollect one hundred and twenty acres of entered land, with tolerable comfortable houses and a small farm on it, Fleming Godson and his two sons William and George have told me that they (William and George) were to take good care of their father during his life, and have what property the old man had,

Answer to 3rd interrogatory.
At the time I was at Fleming Godsons, when Mr. Long was writing what I supposed to be a will I am of the opinion that he (Godson) was not sufficiently at himself or in his right mind sufficient to make a contract, he was very sick and greatly distressed

After the time the will spoken of
was made or supposed to have
been made the old man ~~Dorson~~
done a considerable amount of
labor on the farm and seemed
to take a great interest in keeping
the farm in good order and repair
And further this deponent
saith not
Levi R. Shipman

State of Missouri
County of Barry } I William Hubbert Clerk
of the Circuit Court within and for the
County of Barry and State of Missouri do certify
that in pursuance of the annexed Notice Came
before me at the Court house in the County and
State last aforesaid Levi R. Shipman who
was by me sworn to testify the whole truth
of his knowledge touching the matter in Con-
troversy aforesaid, that he was examined and
his examination reduced to writing and sub-
scribed by him in my presence on the day
between the hours, and at the place in that
behalf first aforesaid, and his said deposition
is herewith returned, And I further certify
is a resident of said County of Barry in the State
of Missouri

In testimony whereof I have herewith
set my hand and affixed the seal
of said Court an office in Cassville
on the 5th day of April 1858
Wm Hubbert Clerk

Received per Mail, and
opened and filed by me
April 12th 1858
Oliver J. Honeywell

COUNTY OF JEFFERSON.

The State of Missouri,

To

George Thompson Mary & John James Hensley
of Hickory Kentucky, this doer
You are hereby commanded, that acting under all manner of

Greeting:

accuse and delay, you appear before our several Court for the
County aforesaid, on the 29th day of April 1858
at St. Louis, then and there to testify, and do truth to say in a

within matter of controversy, now pending in our said Court, wherein
Manning Dockson is Plaintiff and

Amel Dockson et al are Defendants on the part

of Aft

and herein give me in no wise to fail.

Witness, ~~THOMAS J. FITCHER~~ Clerk of our said Court

with the said Sheriff hereto attached, at office this

23rd day of April A. D. 1858

Chas. A. Stearns Clerk.

Executed the within writ on George Stroup and
Mary Dodson Wm Husky and James Husky and
Wm Jover on the 23th day of April 1858 By reading
in there presance and hearing
George Wiley

J. Percival Court
April Term 1858

Henry Jackson
pr

Wm H. Dodson et al

In debt

George Stroup

Mary Dodson

Wm Husky

James Husky

Wm Jover.

By Wiley fees \$2.50

Fleming Dodson

Plaintiff

William H. Dodson }
wife & James Hensley } Defendants

In the Circuit Court
of Jefferson County,

The Defendant James Hensley for answer to the petition of the plaintiff States, that, he has no knowledge or information ^{sufficient to form a belief} ~~in regard~~ of the truth of the statements in petition contained in regard to the said William H. and George L. Dodson and plaintiff's actions and doings concerning the land in controversy. In regard to that part of the petition which charges defendant of having full knowledge of all the facts stated in petition and which charges him of combining and confederating together with said William H. Dodson for the purpose of encumbering said land in such a manner as would prevent plaintiff from recovering his just rights and for the purpose of cutting off plaintiff's equitable rights in the premises. he says the same is untrue and is denied. He denies that the deed of trust given to secure the sum of \$370.70 referred to in petition was given for the purpose alleged in petition. For several weeks before defendant took the deed of trust said William H. asked him for the money to liquidate the mortgage which L. J. Rankin held on the land, and to pay off some other claims which Rankin held against him, and defendant promised to let him have it on condition that he would secure the

amount, accordingly when Rankin died off
trust was released and his debt satisfied. The
land was conveyed in trust to secure the said
sum of \$370⁰⁰ and for no other purpose.

Defendant therefore says that the prayer of
petition ought not to be granted and having
fully answered asks to be discharged.

P. Pipkin Atty,
for Hensley-

James Hensley on oath states that the
forgoing petition and the matters therein
as stated he believes to be true

Sworn to & subscribed { James Hensley
before me this 24th day
of July 1858.

P. Pipkin Notary Public

Henry Wilson
Speaker

William W. Brown
& James Shields

Speaker of the House

Del. July 23rd 1858
Chair of Henry etc

Fleming Dodson plaintiff

Against

William H. Dodson & Associates

his wife and James Hensley Senr. Defendants,

In the Jefferson County
Circuit Court.

The defendant, William H. Dodson, for answer to plaintiff's amended petition states, that the plaintiff, the father of defendant and his brother George L. Dodson, being desirous to secure to them the land described in petition in such a manner as that his other children at his death could have no part thereof, and at the same time to secure the services of this defendant and his wife and his said brother George L. after he should become of age, in and about his plaintiff's support and maintenance during his life time, and in order to secure also the payment of the debts he was then owing made executed and delivered on the day in the deed mentioned the fee simple title to the land in petition described, that at the time the same was done the plaintiff was perfectly in his right mind and both capable of making and understanding contracts, and was not under the influence and control of this defendant and his brother nor either of them. That he denies that said plaintiff was at or about the time referred to incapable of the exercise of ordinary judgment and discretion in the transaction of business or the making of contracts. He denies that he and his brother George L. at

the time stated or at any time persuaded and induced the plaintiff to execute any will or instrument whatever in the nature of a will. He denies that, on or about the 20th April 1853, or at any time, they by false and fraudulent pretences, representations and promises made to the plaintiff persuaded and induced him to Cancel and annul the said instrument of writing of the 25th March 1853. If any such instrument was ever made, Cancelled and annulled this defendant has no knowledge of it sufficient to form a belief. The only instrument of writing of which this defendant has any knowledge is the deed of 25th March 1853, that was executed according to the deliberate agreement and contract entered into between the plaintiff and this defendant and his brother George L. and while the plaintiff was perfectly sane and in his right mind, and free from any influence or persuasion on the part of the defendant or his brother. He therefore denies all of those parts of the petition wherein he is charged with his brother, or otherwise of using false and fraudulent pretences, representations and promises, to the plaintiff, or the exercise of any influence or persuasion over him whatever. He further denies the charge of persuading or influencing the plaintiff to ante date the deed referred to, if such were ever done it was the voluntary act of the plaintiff himself.

He further denies that he and his brother George ever stipulated to support the plaintiff on the farms and premises conveyed, and that they should have no right to dispose of it during plaintiff's life

On the contrary the deed contains all the stipulations and conditions agreed upon between them. He denies all fraud and deceit on the part of himself and brother in procuring the insertion of said ^{to be omitted in the deed} pretended stipulations as set forth in petition. The deed was drawn up in the presence of the plaintiff and by his direction, and in the absence of both defendant and his brother, - and according to our contract, and nothing was inserted that ought not to have been, nor any thing omitted to be inserted that ought to have been.

Defendant admits that he and his brother took possession of and cultivated the farm for about two years when he bought out his brother for about the sum of \$125. with the knowledge & consent of the plaintiff.

Defendant denies that he and his brother George L. failed to pay this plaintiff's debts, or to provide him with comfortable and decent food and clothing. He denies that he was badly & cruelly treated by them and abused by this defendant's wife, or that his condition was intolerable.

Defendant admits that he rented out the farm and moved away from the place about the 8th of July 1857, and wanted this plaintiff to go with him, but he would not do so. Plaintiff refused to suffer the persons to whom defendant had rented the farm to take possession of it, but rented it to another person and received the profits for 1857.

Defendant denies that he and James Anusly combined and confederated together to encumber said land in such a manner as would prevent plaintiff of recovering his just rights, and for the purpose of cutting off plaintiff's equitable rights in the premises, as charged in petition.

He denies that the deed of trust was given for any such purpose. S. J. Rankin held a deed of trust on the same land and also had a store account against the plaintiff and defendant, but he would not release the deed of trust unless the whole of his demands were paid. To enable this defendant to liquidate these several claims & to settle his account with Rankin, he borrowed the money of James Anusly, and then to secure him executed a deed of trust on the said land. He therefore denies all fraudulent intentions and contrivances between himself and Anusly for the purpose alleged.

Defendant cannot say what was the state of plaintiff's mind on the 20th of April 1857 or the 25th of March preceding. Nor has he any knowledge of the ante dating of any instruments, nor any agency therein. If he means the 20th of April 1853 & the 25th of March preceding, then defendant says that that allegation has been fully answered. But he here repeats, that neither age infirmity nor family afflictions, had then impaired his mind he was neither weak nor imbecile, nor incapable of contracting on equal terms with defendant & his brother George L. He never reposed unlimited confidence in us, nor did we have an undue

and improper influence over him, nor by false and fraudulent misrepresentations, persuasions and deception practiced upon him in the procurement of said deed obtained an ~~unconscionable~~ bargain or one if not relieved against will deprive him of his last means of support in his old age. Defendant further says that he has always been ready and willing and so long as the plaintiff would accept of them did do and perform all the stipulations and conditions required of him in the said deed.

For further answer to plaintiff's petition defendant says, that the plaintiff said George L. Dodson and this defendant borrowed of L. J. Ransin \$220. on the 23^d of March 1855 to secure which they gave their note and a deed of trust on the land described in petition. All of this money except about \$50 was used and expended in and about the building of a horse mill on said land, besides a considerable sum in ~~addition~~ laid out by this defendant in labor and money on said mill say about \$100. This note to Ransin was paid off by defendant when he borrowed the money of Hensley as stated above. In addition to this defendant paid to Ransin on account of the plaintiff a debt of his amounting to \$131⁶⁷/₁₀₀, and before this time, and after the making of said deed of 25th March 1855 defendant paid other

debts of plaintiff to wit to Dr. Hunt, about \$22, to S. J. Rankin \$17.06 to John Stump about 15\$, to Mrs Williams &c. about \$28. and many other debts of his not now remembered.

Defendant further says that he cleared about four acres of land on said premises worth about 25 or 30 dollars. made and put up 1300 new rails worth about \$26. built stable & crib worth about 50 dollars. Making in all which this defendant has expended in labor and money in and about the repairing and improvement of the said premises. and on account of the debts of the plaintiff and the money paid George L. Dodson for his interest in the premises exclusive of the food and clothing furnished plaintiff, the sum of \$664.68. The rents and profits arising from the farm were not worth more than the expenses of boarding and clothing the plaintiff for four years the time defendant had the use of the place. Plaintiff also had of this defendant and his brother George 100 bushels of Corn which was reasonably worth \$5.00 and for which he has never accounted.

Defendant therefore in consideration of the foregoing statements and facts says that the plaintiff is not entitled to the decree prayed.

for nor for the relief sought. and defendant
asks to be discharged with his costs. But if
the Court should find that the plaintiff
is entitled to have said deed canceled
and held for nought, then defendant
asks judgment against the plaintiff
for the said sum of \$664.68 and the
further sum for corn of \$50. making
\$714.68 and that the said described
land and premises be ordered adjudged
and decreed to be sold to satisfy the
same —

William Dodson

By P. Pipkin atty,

William A. Dodson on oath states that the foregoing
Answer and the matters therein as stated he
believes to be true.

Sworn to & subscribed
before me this 12th day of
July 1858.

William ^{his} Dodson
mark

Philip Pipkin
Notary Public

Stephen Lincoln Grant
April Term 1858.

Stemmy Dodson
Deputy
Frank Dodson & wife
William, Mary, and

Museum of Dodson

Filed July 25th 1858
Oliver & Honey clerk

Fleming Dodson, Plaintiff, } In the Circuit
Against } Court for the County
William H. Dodson, and } of Jefferson, State
James Hensley, - defendants, } of Missouri,

To William H. Dodson, and James Hensley
the above named defendants;

You are hereby notified that depositions of
witnesses to be read in evidence in the above
cause, on the part of the Plaintiff, will be
taken at the Court House, in the Town of
Houston, in Texas County, in the State of
Missouri, on the eighteenth day of August
1858, between the hours of eight O'clock in the
forenoon, and six O'clock in the afternoon,
and that the taking of said depositions,
if not completed on that day, will be
continued from day to day, at the same
place, and between the same hours until
completed.

Augst 4th 1858

Fleming Dodson
By Abner Green, his
Attorney,

I Served the within notice at the County of
Jefferson on the 4th day of August A.D. 1858
by delivering a true copy thereof to each of said
defendants Wm Dodson and James Henry
Senr

Sworn to and Subscribed }
before me Aug 4th 1858 } C. T. Hourine
Elias T Honey Clerk
Cis Court

In Circuit Court
Jefferson County
vs
Wm Dodson
vs
James Henry
vs
Notice to take
depositions

The deposition of a witness produced
Sworn and Examined on the 18th day of
August 1858 between the hours of eight
O'clock in the forenoon and six O'clock
in the afternoon of the above named day at
the Court House in the Town of Houston
in the County of Texas and State of Missou-
-ri before me Thomas G. Barber a Justice
of the Peace within and for the County
and State aforesaid in a certain cause
now depending in the Circuit Court of
the County of Jefferson in the State of
Missouri between Fleming Dodson
Plaintiff and William H. Dodson and
James Hensley Defendants on the
part of the Plaintiff

Alex. Dewitt of lawful age being pro-
-duced sworn and Examined on the
part of the Plaintiff deposes and
says I know the parties to the above named
Suit I know Fleming Dodson Plaintiff
was unable to set up about the time he
deeded the land to William Dodson and
George Dodson said land being the same
in controversy between the Plaintiff and
defendants I do not know whether ^{Plff} he was
in his right mind or not at the time
the deed referred to was given I know Plain-
-tiff was much ~~was~~ troubled about that time
he ^{Plff} having lost his wife and child
about that time I do not know whether
Plaintiff was in a condition to make a
contract at the time the deed was given
I know that at the time William Dodson
came to ^{Plff} that ^{Plff} had two horses

three cows and some hogs between ten
and fifteen head I know that Plff ^{had} corn
meat and provisions sufficient for one years
use for Plff I know Plff had a crop
of wheat sown I know that William
Dodson had the use of the above described
property and also the household furniture
I know Plff furnished some of his own
clothes I do not know whether he Plff
furnished all of his clothes during the
time William ^{Dodson} lived with Plff I never
heard Plff and William ^{Dodson} make any contract
I have heard Plff say that he deeded the
land to William Dodson and that the
said William was to take care of Plff
during his life. ~~Time~~ and further say
not

Peter Lucitt

Subscribed and sworn to before me
on the day at the place and within the
hours first aforesaid J. G. Barber J. P.
J. G. Barber Justice of the Peace
within and for the County of Texas in the
State of Missouri do certify that in pur-
=suance of the annexed notice came before
me at the Court House in the Town of
Houston in the County and State last
aforesaid Peter Lucitt who was by me
sworn to testify the whole truth of
his knowledge touching the matter in
controversy aforesaid that he was examin-
=ed and his examination reduced to writing
and subscribed by him in my presence
on the day between the hours and at the

place in that behalf first aforesaid
and his said deposition is herewith returned
And I further certify that said Peter Sewell
is a resident of said County of Texas in
said State of Missouri

Given at Houston in the County of
Texas and State of Missouri this
18th day of August 1858

J. G. Barber J. P.

State of Missouri
County of Texas

I G. H. Frost Clerk
of the County Court within and for the
County and State aforesaid do hereby
Certify that on the 18 day of August
AD 1858. Thomas Y. Barber was
and now is a Justice of the Peace
within and for the County and State
aforesaid, duly Commissioned and
acting as such, and that full
faith and credit, are due to
his acts as such

In Testimony whereof
I G. H. Frost Clerk of said
County Court, have hereunto
set my Signature and
affixed the Seal of said
Court at office this 18th
day of August AD 1858

G. H. Frost Clerk

Received per bill of exchange
and paid by me Sept 8th 1858
Oliver D. Hoare
Cash

Fleming Dodson, Plaintiff,
Against
William H. Dodson &
James Hensley, Sen. - defendants.

In the Circuit
Court, for the County
of Jefferson, State
of Missouri,

To William H. Dodson, and James
Hensley, the above named defendants,
You are hereby notified, that depositions
of witnesses, to be read in evidence in the above
cause, on the part of the Plaintiff, will be taken
at the Court House, in the Town of Hillsboro
in the County of Jefferson, and State of Missouri,
on the ~~twelfth~~ day of November 1858, between
the hours of eight o'clock in the forenoon, and
six o'clock in the afternoon, - and that the
taking of said depositions, if not completed
on that day, will be continued from day
to day, at the same place, and between the
same hours, until completed.

November 2nd 1858 } Fleming Doason
By Abner Green
his Attorney

I served the within Notice, in Jefferson County, Mo.
 on James Hensley, Sen, on the 8th day of November,
 1858, by delivering him a true Copy of the same, and on
 William H. Dodson, on the same day, by leaving a true
 copy of the same, at his usual place of abode in said
 county with a white member of his family above the
 age of fifteen years.

sworn to & subscribed before
 me, this 12th day of November,
 1858.

Linnier Hensley

In Circuit Court
 Jefferson County
 Fleming Dodson
 vs,
 Dodson & Hensley
 Notice to
 take Depositions

L. Hensley fee \$1.00

on Richard H. Dodson, James Hensley, Sen,
 this is certified by delivering it
 true copy of the same to James Hensley, Sen, and also
 by leaving a copy with the wife of
 William Dodson at his usual place of abode in
 said county on the 8th day of November, 1858. Also
 a certified true copy of the same
 is filed for record in the
 Clerk's Office of said County.

The State of Missouri to Henry A. Russell: You are hereby
Commanded, to be & appear personally, before me, John Gaver
One of the Justices of the peace, in & for Central Township
in the County of Jefferson, on the 19th of November 1858, at
the hour of Eight of the clock, in the forenoon of that day
at the Court House in the Town of Millboro, in Jefferson con-
sistly Missouri, to depose & testify in a cause now pending
in the Circuit Court in Jefferson County against
wherein, Fleming Jackson is Plaintiff & ~~William~~ ^{and} Jackson ~~is~~
~~defendant~~ James Kinsey sen, defendants, on the part
of the Plaintiff, and heretofore fail not at your peril, given
under my hand this 19th day of November 1858.

John Gaver Justice
of the Peace

I received the within Subpoena of ~~an~~
 Mary D. Dewett, in Jefferson County, on
 the 12th day of November 1858, by read-
 ing the same in her presence and hearing,

Subpoena to & subscribed to
 before me this 12th day
 of Nov 1858.

Leander Hensley,

Justice of the peace

Heming Dodson

1.5

William H. Dodson &

James Hensley Senr,

Sept 2

Justices fees 25-

Available fees 25-

Deposition, of ^a witness, produced, sworn & examined, on the 12th day of November 1858. between the hours of eight o'clock in the forenoon, and six o'clock in the afternoon, of that day, at ^{the court house in} Hillsboro in the County of Jefferson and State of Missouri, before me, John Carver a justice of the peace, in a certain case, now depending in the Circuit Court of the County of Jefferson, in the State of Missouri, between Fleming Dodson plaintiff and William H. Dodson & James Hensley sen, defendants - On the part of the plaintiff.

Mary A. Dewett, of lawful age, being produced sworn, and examined, on the part of the plaintiff, deposes and says as follows, - I resided in April 1853, within about two miles of Fleming Dodson's in Jefferson County Mo. - My father, Fleming Dodson had been sick, ^{about} ~~at~~ that time for a week & better, - his wife and a son had died about a month previous, and he ^{appeared to be} ~~was~~ in great distress of mind about that time, I was over there several times while he was sick, - William H. Dodson moved on the farm where my father then lived about the time aforesaid, - with his family, to live in the same house with my father, - My father had some provisions on hand at the time I don't know ^{how} much. William furnished him with a coat & a pair of pants, of jeans, while he was there, and my father brought down from St. Louis a pair of pants & vest pattern for himself, during that time, - My father had a wagon & oxen, two horses, & three cows & a small lot of hogs on the place when William came there, - William made use of the Wagon & oxen, I don't know whether he used any of the other ^{mentioned} property, or not, - William's wife made some clothing & washed some for my father while they were there,

Crop Examination

I was in distrs myself about
that time & the whole family was also.
(To which I left objects to bring in) (I think)
The old man (Mr Dodson) distrs lived
to arise from the death of his wife & child
also. I do not know whether the old
man (plff) was in his right mind or not
at that time. I do not think the
old man (the plff) was in as good
mind at the time of his great distrs
as he ~~was~~ ^{was} before the old lady's death
on account of his great distrs. I lived
two miles from them. I was there two
or three times during his sickness.
I do not say anything about his business
during his sickness. The old man
was treated very well while I was
there but one morning William's wife
got mad at him because he went off
before breakfast. Father (plff)
traded off ~~the horse~~ ^{the horse}. He (plff) let
George have one cow. William traded
off one horse for a cow & father the
(plff) traded off the cow. One of the
oxen died. Peter Dewitt bought one
or also from (plff). Father still
has the wagon. Close.

Mary A Dewitte

Subscribed and sworn to before me, on the day, at the place
and within the hours first aforesaid. John Carver justice
of the peace

I, John Carver, a justice of the peace,
within and for the County of Jefferson, do

The State of Missouri, do certify, that in
presence of the annexed Notice came
before me, at the Court House, in the Town
of Hillsboro, in the County of Jefferson in
the State of Missouri, Mary A. Dewitt
who was by me sworn to testify the whole
truth of her knowledge, touching the mat-
ter in controversy aforesaid, that she
was examined and her examination
reduced to writing and subscribed by her
in my presence on the day, between the
hours, and at the place in that behalf
first aforesaid; and that her said Dep-
osition is herewith returned.

Given at the Town of Hillsboro in the
County of Jefferson and State of Missouri
this 10th day of November 1858,

John Garver Justice
of the peace

Costs

Justice's fees	\$ 1.25
Leander House	1.25
	\$ 2.50
Mary A. Dewett	1.30
Total	\$ 3.80

Henry Jackson
Esq,

Wm M. Dawson
Partner

Deposition

of Mary A. Bennett

opened and filed
April 22^d 1859
Elias J. Henney
Clerk

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To *L. J. Rankin Jas. Hensley dr. Elias Albert.*
Margaret Albert Nancy Hensley

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our *Verdict* Court for the County aforesaid, on the *Ninth day of June next at* at Hillsboro, then and there to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein *Alvening Jackson is* Plaintiff and *Mrs. Sophia J. Hensley dr. is* Defendant on the part of *Plaintiff* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court
with the Seal thereof hereto affixed, at office this

24th day of *May* A. D. 185 *9*

Elias F. Honey
Clerk.

To Circuit Court
June Term 1859

Meening Dodson

for

for Pff

L. J. Rankin

James Houshey Jr

Charles Albert

Margaret Albert

Haney Houshey

Sheriff per \$25.00

I Executed the within writ in the County
of Jefferson on the 28th day of May 1859
by Reading the same in the Presence and
hearing of L. J. Rankin also on 3rd day
of June on Jas Houshey Jr and Haney
Houshey also on 2nd day of June by C. A.
Charles and Margaret Albert by
Reading the same in the Presence
and hearing of C. P. Pamer D^y Sheriff.

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To Letitia Hockley, Norman Williams, & J. Hallahan
vs. Mary Williams

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the tenth day of June next at Hillsboro, then and there to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein Norman Williams is Plaintiff and Wm. Dodson & Co. Hockley &c. Defendant on the part of Mary Williams and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court
with the Seal thereof hereto affixed, at office this

5th day of May: A. D. 1859

Elias F. Honey

Clerk.

4 Percent Court

June Term 1859

Flanning Dodson

"
H. H. Dodson of Hensley

for mfg

Letitia Hensley

Karam Williams

Ben. F. Callahan

Nancy Williams

Sheriff fees \$2.00

I Executed the within writ in the
County of Jefferson on the 3rd day of June
1859 by reading the same in the presence
and hearing of L. Hensley and Nancy
Williams Ben. F. Callahan & B. F.
found in my County

J. C. Power Deputy
Sheriff

I Executed ~~the~~ within writ in the
County of Jefferson on the 3rd day of June
1859 by leaving a true copy of
the within at Karam Williams
Place of Abode with a free white
Person of the family and the age
of fifteen years old J. C. Power Deputy
Sheriff

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To *Wm. Williams* Son, *Wm. Stephen George, &c* do over,

Geo R. Stockton _____

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our _____ Court for the County aforesaid, on the

Ninth day of June next at Hillsboro, then and there

to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein *Alonzo Dodson* Plaintiff and *Wm Stockton & Stephen George* Defendant on the part of *defendants* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court
with the Seal thereof hereto affixed, at office this

17th day of *May* A. D. 185 *9*
Elias F. Honey
Clerk.

I Executed the within writ in the County
of Jefferson on the 3rd day of June 1859
by Leaven a True Copy of the within
writ at Jas E Dodson Place of which
with a free white Member of
his family over the age of fifteen
years old Jas C Pamer Deputy
Sheriff

To Circuit Court
June Term 1859

Thomas Dodson
vs
Dodson & Hershey

for debt
Thos. Williams Senr
Thos. Topham
George L. Dodson
James R. Dodson
Sheriff fees \$2.00

I Executed the within writ in the County
of Jefferson on the 3rd day of June 1859 by
Reading the same in the presence and
hearing of Thomas Williams and Thos
Topham also on the 28th day of May by
Reading the same in the presence and
hearing of George Dodson Jas C Pamer Deputy
Sheriff

THE STATE OF MISSOURI,

COUNTY OF JEFFERSON.

TO *the Honorable George S. Brooks, Jr. Clerk,*
William H. Beckey

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our *Severick* Court for the County aforesaid, on the *Ninth day of June next* at Hillsboro, then and there to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein *Manning Dodson vs* Plaintiff and *Wm. Beckey vs* Defendant on the part of *defendants* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court
with the Seal thereof hereto affixed, at office this

17th day of *May* A. D. 185*9*
Elias F. Honey
Clerk.

I Executed the within writ in the County
of Jefferson on the 30th day of May 1859
by Reading the same in the Presence
and hearing of John Stroup also on the
21st day of May on George Stroup and
Wm West also on the 23rd day of June
1859 on Wm Huskey by Reading
the same in his Presence and hearing
J. C. Pauer. Jy Sheriff

John C. Pauer
June Term 1859

Thos. Dodson
Jr.
Dodson & Huskey

for debt.

John Stroup
George Stroup
William West
William Huskey
Sheriff fees \$2.00

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To *Thomas*

Eastham

GREETING :

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our *Council* Court for the County aforesaid, on the

Seventh day of June 1859 at Hillsboro, then and there

to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein *Almonsey Swanson is* Plaintiff and *Myranda of Hamly* Defendant on the part of *Hamly* and he ~~and~~ *upon* are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court

with the Seal thereof hereto affixed, at office this

9th day of *June* A. D. 1859

Elias F. Honey

Clerk.

I executed the within ~~spec~~ in the County
of Jefferson on Thomas Colahan by
reviving it to him on the 8th day of June
1859
James A. White

J. Jackson

is

W. H. Jackson also

In att

Thos Colahan

Sherriff fee 50 cash