

Soffarsen County Circuit Court
Case File - Civil

December 1859, #14

Box 11 Folder 75

Bodsen, Fleming
vs

Bodsen, William H.
Bodsen, George L.
Hensley, James, Sr.

Breach of Contract

Defendants failed to support plaintiff,
their father, after he deeded them
his property

Fleming Dodson, - Plaintiff }
 Against } In the Circuit
 William H. Dodson, } Court, Jefferson
 George L. Dodson, and } County, Missouri,
 James Hensley, Senr; - Defendants.

Plaintiff states that, by deed dated March 25th 1853, he conveyed to Defendants, William H. Dodson and George L. Dodson, his sons, the following described two Tracts or parcels of Land situate in Jefferson County, Missouri, to wit, The North Half, of the South East quarter, of Section No. Six in Township No. forty, of Range No. five East, containing Eighty acres; also, the South West quarter of the South East quarter, of Section No. Six in Township No. forty, of Range No. five East, containing Forty acres. That the sole consideration of said Deed, was an agreement on the part of said grantees to pay all the debts of Plaintiff and to maintain and support Plaintiff during his natural life. Plaintiff further states that the Defendant, George L. Dodson, conveyed all of his interest in said Land to William H. Dodson, by deed dated the first day of September 1855. Plaintiff states that said William H. Dodson has encumbered said Land, by a mortgage or deed of Trust thereon to the Defendant James Hensley Senr, dated February the 9th 1857, although the money secured by said Deed, was the individual debts of said William H. Dodson, and which he was bound to pay out of his own means, and that the said Hensley well knew at the time the terms of the agreement between Plaintiff and his said Sons as above stated.

and that said incumbrance was placed on the land, for the sole purpose of destroying the Equitable claim Plaintiff ^{has} on the same for his support. Plaintiff states that said William H. Dodson, and George L. Dodson have failed and neglected to support and maintain Plaintiff, as they were bound to do by the ^{and that they are likely to become, if they are not already, insolvent,} terms of said deed. And that Plaintiff is now without the means of support, is old, feeble and diseased, while his said sons are rioting in property received from him without any consideration; and that they have made no provision for his support, but have left him to starve, or depend on the cold charities of the world.

In consideration of the premises, Plaintiff prays the Court to order and decree, that the said William H. Dodson, and George L. Dodson be required to give good and sufficient security, for the support & maintenance of Plaintiff, and in default thereof, that the Land aforesaid be ordered to be sold and the proceeds thereof, placed in the hands of a Trustee or Receiver appointed by the Court for the use, support and maintenance of Plaintiff during his life, and for such other relief as to the Court may seem just and equitable.

3 Wm. H. Dodson, J. A. Green
Attorneys for Plaintiff.

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

Fleming Dodson

Subscribed and sworn to Before me this day the 7th

In Chancery Court

Jefferson County

Thomas D. Brown
vs.
John D. Brown

John D. Brown
George H. Brown
Jas. H. Brown
vs.
John D. Brown

Plaintiff,
vs.
Defendant

Issue against both,
St. Louis, Mo.
1859.

Filed August 1st 1859.

Wm. H. Brown
Clerk

Copy fee
10

75

Printed
120

120

Seal

10

Cost

50

Cost

50

Cost

10

Cost

10

4.35
1.00
5.35

24th August 1867

Joseph Pflesser
Justice of the Peace

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
George L Dodson and James Henisley Senr
----- 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 ^{Second Monday} ~~fourth~~ Monday of November
next, then and there to answer unto Flouring Dodson

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

Elias J Honey
Witness, ~~THO. C. FLETCHER~~, Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at
office, in Hillsboro, this Fourth
day of August A. D. 1859

Elias J. Honey
CLERK CIRCUIT COURT.

I executed the within writ in the County of Jefferson state of
Miss on George L Dotson first served by leaving him a copy
of this writ at his usual place of Residence with a free white
person of his family over the age of fifteen years on the 5th
Day of September A.D. 1859 Oscar Dover Sheriff

It was then ordered in and returned by Plaintiffs Attorney
Almer Green
Atty for Resp.

No 14

To Circuit Court

December Term 1859

Shewing Dotson

vs Edmunds

William H Dotson

George L. Dotson

James Hensley Senr

Shriffs fee \$1.00

Fleming Bodson
vs

Wm H. Dodson et al

See the Jefferson Cir -

Cont-

Dec. Term 1861

Now at this day comes George Dod =

Now one of said Defendants does answer to Plaintiff's petition that since the commencement of this suit he & the other Defendants had a settlement with Plaintiff that Plaintiff gave them on the 20th day of Aug. 1839 a full receipt for all demands up to that date & agreed to dismiss this suit. He therefore says that Plaintiff has no further cause of action against them.

Thomas, 8th

for George Dodson

Learning School
in

Wmth. Dodson
et al.

Ernest H. Hargis
Dodson -

Filed September 1. 1860

Wm. A. Hargis