

Defferson County Circuit Court
Case File - CIVIL

December 1862, #33

Box

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Folder 65

Wood, Frederick M.

VS

Hicks, Samuel L.

Ejectment

57 acres in S24T41R5E; #106
damages; depositions; bill of
exceptions; Supreme Court

Frederick M Wood Plaintiff

against
Samuel L Hicks Defendant

} In the Circuit Court
of Jefferson County
Missouri

The plaintiff states that he and A. H. Muller recovered judgment against Andrew H Downing at the June Term of the Circuit Court of Jefferson County Mo for 1860 on which execution issued returnable to the December Term 1860 ^{of said Court}. That the same was levied by the Sheriff of Jefferson County Mo on the 20th of July 1860 on the following property of Andrew H Downing to wit. The

South East $\frac{1}{4}$ of the North East $\frac{1}{4}$ quarter of Section 24 Township 41 Range 5 East containing 41 acres and the South East quarter of Section 24 Township 41 Range 5 East containing 16 ¹⁰/₁₀₀ acres of land situate in Jefferson County Mo.

That at the December Term 1860, the Sheriff of said County sold said tracts of land to plaintiff and executed to him a deed conveying the right & title of said Downing to plaintiff.

The plaintiff states that said Downing was the owner of said tracts of land at the time of rendition of the said judgment and that by virtue of the Sheriff's deed, plaintiff became the owner thereof. Plaintiff therefore states that on the 12th day of December 1860 he was entitled to the possession of the above described premises and being so entitled to the possession thereof, that the defendant afterwards to wit on the 1st day of January 1861, entered into such premises and unlawfully withholds from the plaintiff the possession thereof to his damage of one hundred dollars.

Plaintiff further avers that defendant has cut and appropriated to his own use a large lot of the timber growing upon said land

wherefore plaintiff demands judgment for the recovery of the premises and of two damages and for whatever sum he may establish for cutting & appropriation of the timber upon said land & for further proper orders & judgments as may be right

Frederick M Wood Plaintiff
By J. A. Beal Atty

State of Missouri } ss
County of Jefferson }

J. A. Beal Atty for plaintiff states
the foregoing petition & other matters as therein stated
he believes to be true

Subscribed & sworn to before
me this 16th day of August 1862
Elias J. Honey Clerk

J. A. Beal Atty
for plaintiff

St. M. M. M. M.

as

David L. Hicks,

Greenwich

Greenwich 16th 1862

David J. M. M.

Greenwich

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

To the Sheriff of the County of Jefferson---Greeting:

We command you, that you summon *Samuel L Hicks*

if he be found in your County, that he
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 after the fourth
Monday of *November* next, then and there to answer unto
Frederick, W Wood

upon *his* original petition, a copy whereof is hereunto annexed and ac-
companies this writ, and have you then there this writ.

Witness, ELIAS F. HONEY, Clerk of our said Circuit
Court, with the seal thereof hereunto affixed, at office
in Hillsboro, this *Sixteenth*
day of *August* A. D. 18 *62*

Elias F Honey

Clerk Circuit Court.

Judgt of decree of title to land for Plaintiff
July 11th 1864 Book No 5 page 57

No 33

TO JEFFERSON CIRCUIT COURT

December Term, 1862

And. W. Wood
vs
Samuel I. Hickok

Sheweth for \$100

July 11th 1864

also

I executed the within writ in the County
of Jefferson State of Missouri on the 25th day
of August 1862 by delivering Samuel I. Hickok
a True copy of the within Writ and next
partition as furnished to me by the
Clerk
Geo C. Power Sheriff

Fred. M. Wood Plaintiff,
Against
Sam. L. Nick, defendant

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

June Term, 1863.

Now at this day comes the defendant in the above entitled cause,
and states for answer, that it is true as stated in the plain-
tiff's petition that plaintiff and

obtained judgment against Andrew D. Downing at the June
Term of the Circuit Court 1860, that execution was issued
and levied on the tracts of in Plaintiff's Petition described,

that a sale was had, & that became the purchaser,
and obtained a deed from the sheriff, as stated in his petition.

But defendant denies that plaintiff acquired ^(title) any
to said lands by virtue of said sale, because he
says that a long time before plaintiff and

obtained judgment against said
Downing, to wit, in the month of March, A.D. 1859,
he, ~~said~~ defendant, purchased said tracts of land
from said Downing for the sum of ~~for~~ two hundred
and fifty dollars, which sum he paid the said
Downing at the time of making the purchase,

and received from Downing, at the same time, the title
deeds which held for $2\frac{1}{2}$ lands, that a short time
afterwards, & long before plaintiff &
obtained judgment, he took possession of the land
by ~~plaintiff's consent~~ Downing's consent, and made
lasting and valuable improvements on them, that at
the time of ~~the purchase~~ making the purchase, Downing,
promised to make this defendant a good and sufficient deed,
to said lands in a few days, which however, he failed
and neglected to do, & that defendant instituted ^{suit}
against him in this court, & obtained a decree of
title of said lands from the said Downing to this
defendant, at the Term 18

Defendant, therefore claims title to said lands by
virtue of his purchase from Downing as aforesaid.
Defendant states that the Sheriff's deed to plaintiff conveyed
no title to said lands.

Defendant denies that Downing was the owner of said
lands, ~~that the plaintiff~~

~~obtained judgment against him~~, or that he had any right
in title to said lands, when Plaintiff &
obtained judgment against ~~him~~ ^{Downing}, Denies that that
plaintiff ~~was~~ on the 12th day of December 1860, was
entitled to the possession of said land, ~~or~~ that he has ~~not~~
at any time since been entitled to the possession of the same.

Denies that he has at ^{any} time since the 12th day of December 1860 unlawfully with held the possession of the premises, from the plaintiff, Denies that the plaintiff is damaged in the sum of one hundred dollars or in any other sum, Defendant states that he has been in ^{possession of} said land since a short time after his purchase, from Downing in March 1859.

~~Plaintiff~~ that plaintiff's demand for judgment for the recovery of the premises, ^{damages} for \$100, ought ~~not~~ to be granted, & that plaintiff is not entitled to any relief whatever, defendant asks to be discharged

Hendrickson for Defendant

State of Missouri }
County of Jefferson }

Sam. C. Hendrickson Atty for
defendant, makes oath, & says, that the above is true
answer and the matters therein, as stated, he believes to
be true

Sworn to & subscribed before } Sam. C. Hendrickson
me this 24th day of Apr. 1863 }

Elias J. Honey

Clk. Circuit Court,

Geo M. Wood.

as
Chas. & Sparks

Andrew of West,

Filed April 4th 1863

Geo. J. Hoarey

Wells

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To

William

E. Black

GREETING :

You are Herely Commanded, That setting aside all

manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the

15th day of June 1863

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

Geed, the Plaintiff is

Plaintiff and

Sam, & Hicks 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 thereto hereto affixed, at office, this

7th day of May

A.D. 1863

Elias F. Honey

Clerk.

TO JEFFERSON CIRCUIT COURT.

June Term, 1863

Judell Wood

vs
Samuel Hicks

for Peff

vs E. Clark

Sheriff Fees 50

J. B. Brown Sheriff
D. J. Moore Clerk

Accepted the within writ on Monday Black
by reading the same in his presence and hearing
this the 20 day of May 1863

H. M. Wood
vs
Samuel C. Hicks

} In the Circuit Court of Jefferson
County, Missouri

Amended Petition by Leave of Court

The plaintiff states that in the year 18 one
A. H. Downing was indebted to ^{H. M. Wood} ~~him~~ in the
sum of \$ on which H. M. Wood brought
suit in the Jefferson Circuit Court and at the June
Term 1860 obtained judgment against said Down-
ing for \$138.74, that execution issued ^{on said judgment} to the
Sheriff of Jefferson who sold to plaintiff on
the 12th day of December 1860 the following real
estate as the property of A. H. Downing situate
in Jefferson County Mo viz.

The South East 1/4 quarter of the North East frac-
tional quarter of Section 24 Township 41, Range 5 East
containing forty acres and the South East 1/4
quarter of Section 24 Township 41 Range 5 East con-
taining sixteen acres 100 acres

Plaintiff further states that previous to the
sale of said land by the Sheriff to plaintiff,
Samuel Hicks, pretending to have verbally bought
of said Downing, the lands in controversy, had
instituted suit against said Downing in the
Jefferson Circuit Court for obtaining title to the
said lands, that said Hicks set up in his
petition a verbal sale of said land by Dow-
ning and alleged that he had made valu-
able and lasting improvements on said
land and had paid the purchase money.

That defendant Downing filed an answer to
said suit denying that said Hicks had
paid the purchase money and denied that

Said Hicks had taken possession of the lands in controversy and denied that said Hicks had made lasting & valuable improvements on said lands and charged that said Hicks had damaged the land by taking off the timber & set up the Statute of frauds.

Plaintiff further states that that suit was set for trial at the December Term of the Circuit Court of Jefferson County 1864 that Downing had subpoenaed Charles S Rankin & several other witnesses to prove his answer, that before the trial was taken up or the case was reached on the docket the lands in controversy were sold to said Wood by the Sheriff of Jefferson County on Execution from said Court on judgment of Muller & Wood aforesaid, that Downing then had no further object in view to defeat said Hicks in his suit for recovery of the title, that in case he defeated said Hicks, the title of Downing was conveyed to Wood by virtue of said execution sale & he would gain no advantage from the suit being answered successfully.

Plaintiff states that said Downing & Hicks then combined and conspired to defraud and cheat said Wood out of the land he had bought under said Execution and to successfully accomplish that object, Hicks agreed with said Downing to pay him what sum was due on said verbal sale of said land and said Downing agreed with Hicks to withdraw his answer and let judgment be rendered by said

Court in favor of Hicks and against said Downing decreeing the title in said Hicks that said Hicks ~~did~~ ^{promised Downing} them to pay to said Downing the purchase money or balance of it and Downing withdrew his answer that judgment was rendered in favor of said Hicks against Downing for the title of said lands, on the day of December 1860, without any proof or evidence being made to the Court to sustain the charges in Hicks petition.

The plaintiff charges that Hicks had not paid the purchase money to Downing before the commencement of his suit, that he had not taken the actual possession of the lands in controversy and made valuable and lasting improvements, that all that Hicks had done to the land before he commenced suit was to strip the land of the wood & had appropriated the proceeds of sale to his own use, that he conspired & confederated with said Downing, after sale of the said lands to Wood by the sheriff, to cheat and defraud said Wood out of the title to the land by ^{agreeing to} ~~paying~~ to said Downing the balance of the purchase money, that said Downing to effect that fraudulent object, ^{agreed to} ~~received~~ the money and withdrew his answer to said suit and consented to a decree of title in favor of said Hicks without any proof or evidence to sustain the charges in the petition.

Plaintiff further charges that said Hicks knew at the time he so confederated

with said Downing that the lands had been sold to said Wood on said execution and it was with the intent to defeat and defraud said Wood out of the title acquired by said execution sale, that he ^{promised to} pay to said Downing a certain sum of money to withdraw his answer & suffer a decree to be rendered in his favor.

Plaintiff states that there was never at any time a written contract of sale for said lands on the part of Downing that the sale was verbal and null according to the Statute of frauds, that there was no part performance on the part of Hicks, that all Hicks did, was to cut the timber off of the land & sell the wood, that he made no permanent & valuable improvements thereon such as building houses & making enclosures, before commencement of his suit against Downing, that Hicks's sole object was to cut the timber for cord wood & for no other purpose.

Plaintiff charges that the decree in favor of Hicks against Downing of December 1860, vesting title of Downing in Hicks, is a fraudulent one and obtained by a fraudulent combination with said Downing to cheat, defraud and hinder and delay said Wood out of his lands and out of title to the lands purchased by him aforesaid.

Plaintiff prays the Court to set aside the judgment and decree aforesaid and for judgment of recovery of the possession

of the lands purchased by him at said Sher-
riffs sale on the 12th of December 1860
and for all other & further orders, judg-
ments & decrees, as may be proper &
necessary

J A Real
Atty for Plaintiff

J A Real Atty states on oath that the foregoing petition and
the matters therein as stated he believes to be true

Subscribed & sworn to before

this

day of

1863

J A Real

of the Ward

of the Ward

Amended Petition

Filed June 8th 1863
Geo W. W. W. W.
Clerk

J. M. Wood } In the Circuit Court
vs } of Jefferson County
Samuel L. Hicks }

Amended answer.

The Defendant for answer to the amended ~~petition~~ petition of plaintiff filed on the 8th day of June 1863 says, it may be true as stated by plaintiff that Alldowning was at the time stated indebted to Muller & Wood in the sum of + dollars and that suit was commenced by them (Muller & Wood) and judgment rendered for the amount stated and at the time stated and that the sheriff of Jefferson County sold the land in said petition mentioned to the plaintiff as the property of said Downing at the time mentioned.

It is true that Defendant commenced suit against Downing in the Circuit Court of Jefferson County previous previous to the sale of said lands to Wood by the sheriff to obtain a decree of title to the same.

It is true that said cause was set for trial at the time stated but Defendant has no knowledge that said Downing had any intention to defend said suit before the sale of the land to Wood by the sheriff.

Defendant denies that after plaintiff had purchased said land at the sheriff sale or

at any other time he combined or
Confederated with said Downing
to cheat or defraud said owner
out of the Land

he denies that he ever did
at any time combine & confederate
with said Downing for any fraud
intent purpose whatever either
in regard to cheating or defrauding
Wood or for any other purpose

Denies that he said Down-
ing anything by way of inducing
him not to defend said suit
Although said Downing may have
had no interest in the result of said
suit after the sale of the land to Wood
under the 4th section sale Yet Defendant
denies that he agreed to pay to said
Downing the balance of the purchase
money for the land by way of
inducing him not to defend the
same, and denies that he had at any
time any conversation with Downing
in regard to the matter

he denies that Downing ever
at any time withdrew his answer to
the suit between this Defendant and
himself But as the land had been
sold by the Sheriff to Wood Downing
Really had no interest in defending
the suit and could not have been
expected to expend money in defend

ing a suit that could not in any way
benefit him and his failing to defend
said suit was no fraud, nor was
it any evidence of fraud

It is true that Defendant obtained
a Decree of Title for said lands on the
day of December 1860 But denies that
the Decree was made by the Court
without proof or evidence being offered
to sustain the Charges & allegations in his
said petition, But states the truth to be
that said judgment was rendered by
the Court upon satisfactory evidence
and that no fraud was practiced in
obtaining said judgment and that the
matter having been fully adjudicated
is not open for investigation but is
binding on the Plaintiff, Downing and
all others having notice and that the
plaintiff bought said land well know-
ing that the said suit of Hick's vs
Downing was pending for the Title to
the land that he was present in Court
when the Decree aforesaid was rendered
against Downing & in favor of Hick's
for Title, ^{and therefore he is estopped by said Decree from claiming} Defendant says that all the allegations
^{made} in his petition in said Cause were true He
denies the allegation to the effect that he
had not paid the purchase money for said
land to Downing, and states that he made
a verbal purchase of said land about the
month of March 1859 and paid to
Downing all the purchase money at the

time he made the contract with him
the amount being Two hundred and
fifty Dollars. That said Defendant says
that he took possession of the premises
under said verbal sale from Downing
to him & made valuable and lasting
improvements thereon he denies therefore
that the said Contract was void by reason
of the Statute of Frauds, he therefore says
that the Decree vesting title in him
should not be disturbed But that the
same relates back to the time when he
made ^{the} purchase from Downing and that
his title dates from the time said Contr-
act for the land was made

Green, Wendell Noon, & Williams
for Defendant

J. M. W. W. W.

18,

Saml. L. Hicks

Answered

Filed Dec 7 1863

Clay & Hony

Saml L Hicks defendant in
~~S. L. Hicks vs. J. M. W. W.~~
~~for the plaintiff makes in~~
~~the above case~~
oath & says that he believes
the matter as ~~stated~~
~~for as far as he believes~~
~~to be true as then stated~~

Saml Hicks defendant in
the above case makes oath

and says the above answer and the matters
therein as stated, he believes to be true
Subscribed before me

this 8th day of December 1863.

Clerk

E. J. Honey clk



F. M. Wood plff.

vs
Samuel L. Hoicks, Deft.

In the Circuit Court
of Jefferson County
Dec. Term 1863

Amended answer.

Now at this day comes
The Defendant and for answer
to the amended petition of plaintiff
says it is True as charged that Muller
& Wood obtained judgement against
A. M. Downing at the Time stated by
plaintiff and for the said sum That
on said judgement Execution was issued
and was levied by the Sheriff on the
Real Estate in plaintiffs petition mentioned
That said land was sold by the Sheriff
at the Time stated by plaintiff and That
said Wood became the purchaser at
said sale it is also true that Defendant
commenced suit against said Downing
previous to the sale of said land to Wood
by the Sheriff to obtain title to the
same and Defendant says that all the
allegations made by him in said
petition were True. Defendant Denies
that said Downing ^{ever} ~~ever~~ filed any
answer to his petition in said Cause that is to
say But states the truth to be that although
an answer was filed by an attorney for
said Downing said Downing Really took
no interest in the matter and that he

did not verify said answer by affidavit wherefore in point of Law there was no valid answer in said Cause.

It is True that said Cause was set for Trial at the time stated but Defendant has no knowledge and not sufficient to form a belief ^{that} said Downing had any intention to defend the same before said sale by the Sheriff.

Defendant Denies that after the plaintiff had purchased said Land at the Sheriff's Sale or at any other time he combined and confederated with said Downing to cheat or defraud said Wood out of said Land he denies that he ever did at any time combine or confederate with said Downing for any fraudulent purpose whatever he denies that he paid Downing any sum by way of inducing him not to defend said Case but states the truth to be that he paid to said Downing in the month of March 1859 Two hundred and fifty Dollars as the purchase money for said Lands and that said Downing ^{agreed} to execute a deed to him for to said Lands that said purchase was made by him in good faith and all the purchase money paid in March 1859 and that before he instituted suit for the title he had taken actual possession of said Lands and made

valuable and lasting improvement
thereon Defendant denies that
the sale of the lands from Downing to
himself was void by reason of the
Statute of Frauds by reason of the
Contract of sale being verbal
that he performed his part of the contract
in every part and that Downing
was to make him a deed forthwith
but failed to do so. Defendant says that
plaintiff purchased at the said Sheriff
sale with notice of his contract with
Downing and with a knowledge that
suit was then pending for the title of the
same, he denies that the decree in his
favor against Downing was procured
through fraud or collusion and ~~that~~
states it ought not to be disturbed
that said Downing has since the rendition
of the judgment aforesaid left this
Country and is insolvent so that a judgment
against him would be unavailing he says
therefore that in equity and good conscience
he is entitled to a decree for said lands
and having fully answered asks to be discharged

Wendrickson & Williams
for Defendant

S. C. Wendrickson Atty. for Defendant
states that he believes the foregoing answer is
true and true

Subscribed before me Oct 3 - 1863
Samuel D. H. Rappaport Clerk



J. M. Moore

S. L. Welch

Amelia Anne

Dec 3 1863

C. J. Honeycutt

Wendrickson

and

William

for Sept 1-

It is now Plaintiffs

vs

Samuel & Horick's Exorant } On the Vicar's Court
of Jefferson County
Missouri

It is Samuel & Horick's, you are hereby
notified that depositions of witnesses to be read
in evidence in the above Cause on the fourth
of the plaintiffs, will be taken at the office
of the Clerk of the County Court in the City
of St Charles, in the County of St Charles, Miss-
ouri, on the 22d day of October 1863, betw-
een the hours of 8 o'clock in the forenoon and
six o'clock in the afternoon and if not
compelled on that day, they will be continued
from day to day at the same place and
between the same hours, till compelled
of a Deal ~~Attorney~~ Attorney
for Plaintiffs

J M Wood
vs
S L Hicks

Notice of Deposition

Sheriff Fee \$10.50

I, Exonerated this said can J. S. Hicks by leaving of two
copy of this said at his usual place of abode
with I subd. person of his family over the age of
fifteen this 14th Day of October 1863

James B. Brown. Attest
Deponent's County to the

Wm. Wood Maudslott

by

Abnerel Hicks Esquire and myself

In the Circuit Court of Jefferson

vs. Samuel L. Hoicks, Jr. 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 office of the County Clerk in the city of Jethelville, Cherokee County, Missouri, on the 22nd day of October 1863 between the hours of 8 o'clock in the forenoon and six o'clock in the afternoon and if such completed on that day, they will be introduced from day to day at the same place and between the same hours till completed

Attest Attorney
for Wm. Wood

It is hereby agreed by the plaintiffs above and defendants Heide,
that the deposition of the within witness may be taken at the
office of Joseph A. Presider
of St. Charles, his instead of being taken at the County Court Clerk's
office and will not object to it being read on that account
Oct 22 8 1863

J. A. Presider
J. A. Presider
J. A. Presider

Deposition of witness produced, sworn
and examined on the 22^d day of October
1863 of our record between the hours of eight
o'clock in the forenoon and six o'clock in the afternoon
of that day at ^{the office of Joseph A. Weidner, Esq., of St. Charles} St. Charles in the County
of St. Charles and State of Missouri before
me as a Justice of the Peace in a
certain cause now depending in the Circuit
Court of Jefferson County State of Missouri
between J. M. Wood Plaintiff and Simon
L. Hicks defendant on behalf of the plain-
tiff:

Andrew H. Downing of lawful age being
produced on the part of the plaintiff
deposes and says that he was living in Jeff-
erson County Mo 1859, that he owned a tract of land in that
County bought it of James Bower, gave Bower \$250 cash
down, after he bought it he cut about 150 cords
of wood on the land. It cost him about \$1.25 per cord
for cutting.

He offers to prove a verbal sale of the land to
Hicks. Defendant objected to this evidence on that sale
as incompetent.

The land lays adjoining the land of Estate of Gary Ellis
Horne and James L. Dunklin, that witnesses made
a verbal sale in 1859, of the these two tracts to Samuel
L. Hicks. Hicks promised to pay witnesses \$250 for the land and
to pay witnesses for the wood cut & stumps on the land what
with cost witnesses in addition to the \$250 the price of
the land. It cost witnesses \$1.25 cord to cut the wood, he
paid Hicks \$40 or \$60 ^{boarding hands in} for cutting wood. Hicks paid witnesses
on the wood & land, one yoke of oxen, one odd steer and
perhaps an old waggon - not certain of waggon. He represented

to witnesses that one yoke of oxen were matches but when he got them they were all off cattle, witnesses got no money from Hicks on the sale of land and wood. all that Hicks ever let witnesses have on the sale of the land & wood was the yoke of Oxen, odd ox and an old waggon (if he is correct as to a waggon) that the value of the property got from Hicks about paid witnesses for the cost of ~~wood~~ the cutting of the wood and the surveyors fee which Hicks agreed also to pay. Hicks never paid witnesses any part of the \$250 the purchase money of the land. This \$250 is still due from Hicks.

Hicks sued witnesses in the circuit of Jefferson County Mo for a decree of title of Serial land alleging in his petition that he had paid witnesses the full amt of the purchase money. Defendant filed an answer denying that Hicks had paid him the purchase money for Serial land. He went to the ^{circuit} Court at Hillsboro Mo at the term that Muller & Wood had the same land advertised by the sheriff of said county for sale under execution from the Jefferson Circuit Court of Jefferson Mo in favor of Muller & Wood against witnesses. Witnesses went to the circuit Court at that term to defend the said Hicks had paid up against witnesses aforesaid for recovery of title to said land. Witnesses and Hicks made a compromise of the suit that Hicks had against him. Hicks by the terms of compromise, agreed to come to the house of witnesses sitting in law at Webster Station, in a few days & pay witnesses the balance

due witnesses on the sale of said land & wood
Witness agreed to withhold his defence to the
suit of Hicks, witness left the Court and instructed
his counsel to withdraw his defence, Hicks
did ^{not} come to Webster Station and pay witness
as he agreed but has ^{wholly} refused to pay any
part of the balance due witness aforesaid

When witness went to the said Circuit Court
to defend suit of Hicks, he witness talked with
Hicks who told witness if witness defeated
him (Hicks) in his suit, Muller & Wood would
sell the land on their execution & witness
would lose the land & for that reason it
was better to compromise with Hicks &
get the money due on it & let Hicks have
the land. It was for these reasons that witness
compromised & withdrew his defence to Hicks suit

"He does not remember stating that Hicks
had paid him all the money. He may have
stated that Hicks had paid him, if he did it
was to blind persons for fear that Muller &
Wood might garnish or get what Hicks
owed him (Defendant objected to the whole of witnesses evi-
dence as incompetent.) Cross Examination

State that if he ever did say that Hicks
had paid the whole of the purchase money for
the land and wood, it was for the purpose of
preventing Wood & Muller from garnishing the
money in Hicks' hand, ^{cannot} ~~that~~ not say when he
made this statement, if at all, & that if he ever
did make the ~~compromise~~ above statement, that
don't recollect whether he made it before the
the said compromise or afterwards, my object in

making the statement was to defeat Wood and Muller. Don't know what effect it ~~would~~ the statement would have, on the suit between Wood & Hicks, if made.

I, the which of the parties in this cause as you want to succeed. Mr. refuses to answer, says that he has paid the hands for cutting the wood mentioned in his examination in chief, one dollar per cord & ~~paid~~ then then board them, which made the wood cost Mr. about \$1.25 cents per cord. That he cut between 140 and 160 cords of wood. Mr. says he never conspired and confederated with Hicks to defeat Hyman Muller and Wood or either of them. I think I sold the land to Hicks in the Spring of 1859, is not positive, & I do not recollect whether I ever said to any one immediately after the sale of the land ^{& wood} to Hicks, that he (Hicks) had paid me the full consideration for it, but it I may have made such statement between the time of selling the land & wood to Hicks, and his instituting the suit against for specific performance.

Question. Have you always made true and correct statements in regard to the sale of the said land and Wood to Hicks?

(Plff here objects to this question & answers for the reason that it does not confine statement to any particular time occasion or person.) Don't recollect. The sale of the land to Hicks was in good faith.
Reexamination

Witness explains that when he speaks of not confederating

with Hicks to demand Muller & Wood, his object was to get
from Hicks what was due. If witness did state to any
one that Hicks had paid him all the purchase money,
it was not true that Hicks did pay him all the purchase
or money, but the witness had an object in view to
to state it *Andrew H. Downing*

Subscribed & sworn to before me on the day
at the place & within the hours first aforesaid
and I Joseph A. Widner Justice of the peace
within and for St. Charles County Missouri, do
hereby certify that in pursuance of the within
notice came before me at my office (by consent
of parties) in the city of St. Charles, St. Charles
County Missouri, Andrew H. Downing ^{who} was by me
sworn to testify the whole truth of his knowledge
touching the matter in controversy and that he
was examined and his examination reduced
to writing & subscribed ~~sworn~~ by him respectively
in my presence on the 22^d day of October 1863
between the hours of 8 o'clock in the forenoon
and 10 o'clock in the afternoon & at the place
first aforesaid & his deposition is now herewith
returned & I further certify Andrew H. Downing
resides in the city of St. Charles

Lives at St. Charles County this 22^d
day of October 1863



Jos: A. Widner
Justice of the Peace

Dr. M. Wood

as

22 Hells

Deportation

Deportation 1. 75.
a 4th Avenue " " 50
paid by hand 22. 25
at 10th St 10th

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To

James H. Power, Elias D. Henry

Abraham H. Wood

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

14 " *day of December 1863*

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

Dr. W. H. Wood

Plaintiff and

Samuel Hicks

Defendant on the

part of *Hicks* 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

25 " day of *November* A. D. 1863

Elias D. Henry

Clerk.

TO JEFFERSON CIRCUIT COURT.

December Term, 1863

J. M. Wood
vs
Samuel Hicks

for Defendant
J. C. Power
E. J. Honey
Elisha Ellis

J. B. Power shd. \$1.50

I, the undersigned, do hereby certify that the sum of \$1.50 was paid to the Sheriff of Jefferson County, Mo., on the 27th day of December, 1863, by the said J. B. Power, for the same in their presence and hearing.
J. B. Power
Sheriff

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,
To

Wm. Pomeroy vs *Abraham Ellis*

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
4th day of February 1864 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 *Wm. Pomeroy* is
Plaintiff and *Abraham Ellis* Defendant on the
part of *deft* 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

24 day of *March* A. D. 1863

Elias F. Honey
Clerk.

TO JEFFERSON CIRCUIT COURT.

Decr Term, 1863

J. M. Wood

vs
B. L. Hicks

for Debt
J. C. Porter

E. D. Honey
Elisha Ells

J. B. Porter \$1.50

I executed this writ on E. D. Honey & J. C. Porter on the 30th day of December 1863 and by reading the same and their presence and hearing also on Elisha Ells and the 10th day of January 1864 by reading it time and a his usual place of abode with a photo person of his family over the age of 13 J. B. Porter sheriff

J. M. Wood

or
S. L. Hicks

Be it remembered that on the
day of February 1864 it being
the day of the adjourned term
of the Jefferson Circuit Court held
in Feb. 1864, the above cause came
on for trial and after party requiring
a jury all and singular the matters
in controversy were submitted to
the Court, The Plaintiff to sustain
the issue on his part introduced
John L. Thomas, who testified that he
was an attorney for A. H. Downing
in the case of S. L. Hicks vs Downing
in the Jefferson Circuit Court in 1860;
that at the December Term for 1860 of
said Circuit Court Mr. Downing,
came to Court; that he came to witness
in the Court informed him that he had
compromised the case he had ~~with~~
Hicks - which suit was for the same
land which is in controversy in this
suit; that Downing stated that Hicks
was to ^{have} a decree for said land & that
Downing was to make no further de-
ference to said action; that witness asked

Dawning & Hicks themselves had agreed upon what ^{amount} was coming to the former - Dawning said no - that he would risk Hicks for that - at this time Hicks came up to the station end of the above conversation was repeated by Dawning - Dawning also stated in the presence of Hicks, Mother & Hicks, men to meet at Manchester in St. Louis Co. in a short time to make a settlement of their affairs - that whatever was found to be due would be paid over: that in accordance with the directions of said Dawning witness on the same day of this conversation, went into Court & consented to ^a decree to Hicks for said land. Witness heard nothing said about Wood's claim to the land in this conversation reported above. No evidence was given by Hicks to sustain his petition, witness understood from Dawning that he claimed a balance due from Hicks to Dawning, that at the Decr Term 1860, he had subpoenaed witnesses for Dawning to meet his defense

Plaintiff then offered the deposition of A. H. Dawning in evidence, to the introduction of which defendant then

as incompetent
then accepted, & objected, but the Court
overruled dependant's objection & per-
mitted Plaintiff to read the ^{as follows} ~~same~~ ^(here copy to)
which ruling of the Court dependant
then & then accepted and objected.

The Plaintiff read in evidence judgment
of Muller & Wood vs. A. H. Downing ^{(here}
^{words & figures as follows, (here}
^{copy said judgment)} also Sheriff's
and under said judgment for said
land in words & figures as follows
(here copy and of Sheriff). The

~~Plaintiff here closed his case.~~

Plaintiff read decree in case of Hicks vs.
Downing in words & figures as follows
(here copy)

The Plaintiff here closed his case

Dependant on his part offered Elisha
Ellis who testified that Downing sold
Hicks the land ⁱⁿ controversy about the
year 1858 for \$250 - including some
cord wood which was still standing
^{there was about 100 cords of wood which cost 75 cents per cord for chopping}
on the land, in cash; that Hicks paid
Downing for said land two yoke of
oxen, one wagon, one cow & calf & some
hops - Downing said this seems all in
full of the purchase of the land & that he
drove off the stock. Downing left his ^{Tell} deed

It said land with ^{Hicks} Downing promised
when convenient to make Hicks a
deed to the land: that Hicks, took
immediate possession of the land,
cleared & fenced a field of a few
acres ^{2 years ago} & also built a stable on it ^{2 years ago}
The oxen were worth \$75.00 each yoke-
the wagon ^{with} \$50.00 - the cow & calf
were worth \$20. The hogs \$20.00. That
Downing boarded with Hicks for ^{one month} ~~some~~
weeks - also kept several hands there
^{one month} for ~~4 or 5 weeks~~ ^{during this time} Downing was absent 1 week
^{don't know that Downing had paid Hicks for the board}
Dependant then offered J. C. Powers to
prove the declarations of Downing about
the payment of ~~this land~~ the purchase
money of this land but upon objection of
Plaintiff, the Court excluded the testimony
of the said Powers to which ruling of
the Court in excluding such testimony
the dependant objected & accepted.

Dependant offered to read the petition
answer in the suit of S. L. Hicks vs
A. H. Downing in words & figures
as follows (here copy petition answer)
but upon objection by Plaintiff the Court
excluded said petition answer to
which ruling of the Court in excluding
them Dependant then ~~then~~ objected

& accepted. Defendant then closed his evidence.

The Defendant asked the Court to ~~dictate the law of the case~~ as follows (here copy) which the Court refused to give to which ruling of the Court Defendant then & then accepted and objected.

That Plaintiff asked the Court to decide the case as follows (here copy) which the Court gave to which ruling of the Court Defendant then & then objected & accepted - the Court then gave judgment for Plaintiff.

That after words to wit on the 12th day of February 1864 Defendant filed his motion for a new trial in words & figures as follows (here copy) which motion the Court overruled to which action of the Court in overruling said motion a new trial Defendant then & then objected & accepted - whereunder in open Court his bill of exceptions & prays that it may be signed sealed & made a part of the record in this cause which is accordingly done.

La M. Hous. Sec

Grand

3

Wells

Bill of Collections

Filed July 12th 1864

Charles H. Honey
Clerk

J. M. Woods }
vs }
Land & Licks } In the Circuit Court }
for Jefferson County Mo }

Now at this day comes the defendant in the above cause and asks the court to set aside the decree made in the above cause for the following reasons,

- 1 That the Court erred in giving the instructions asked by the plaintiff, and in refusing instructions asked by the defendant.
- 2 The Court erred in setting aside the judgment or decree heretofore rendered in favor of this defendant against A. J. Worthing.
- 3 The Court erred in rendering a decree for plaintiff.
- 4 The finding of the ~~record~~ Court is contrary to the evidence.
- 5 The Court erred in going admitting the deposition of Andrew J. Worthing.
- ~~6 That finding of the Court~~
- 5 That the judgment or decree ~~rendered~~ of the Court is contrary to Law.
- 7 The Court should have admitted the testimony of J. C. Power, Geo. Thomas, Williams & H. H. Huddleston.

Attorneys for Defendant

J. M. Wood

or

Paul L. Street

Waters for New Trial

Filed July 12, 1864
At as 2. Hooley

overruled

J. M. Wood

J. M. Wood

Frederick M Wood Plaintiff
 vs
 Samuel L Hicks Defendant } In the Circuit Court
 of Jefferson County
 Mo

The plaintiff states that on the 13th of June 1860 Muller and Wood recovered judgment against Andrew H Downing in the Circuit Court of Jefferson County Mo, on which judgment an execution issued and was placed in the hands of the Sheriff of Jefferson County Mo, that at the December Term 1860 the Sheriff of said County sold according to law to plaintiff the following land ^{of A H Downing} situate in Jefferson County Mo to wit The South East fractional quarter of the North East ^{1/4} quarter of Section 24. Township 41 Range 5 East containing forty one acres, also the South East fractional quarter of Section 24 Township 41. Range 5 East containing 16 ^{1/2} acres

That plaintiff received the Sheriffs deed of date of 12th of December 1860 by virtue of which he became the owner of the said Real Estate & entitled to the trees, wood and timber being on said land of all of which defendant had notice.

Plaintiff states that notwithstanding defendant knew that plaintiff had purchased the title & right of A H Downing to said lands, the defendant entered upon said lands on divers days and times after the 12th of December 1860 and up to the commencement of this suit and did then and there on divers occasions and sundry times remove and take off the wood and timber lying and being on said lands and cut and carried away large numbers of the trees & timber standing & growing upon said land and converted the same to his own use and of the value of six hundred dollars ^{and to damage of plaintiff \$600.00} for which plaintiff demands judgment.

Plaintiff further states that defendant did on divers days and times between the 12th of December 1860 and the commencement of this suit enter upon the lands aforesaid acquired by plaintiff by the Sheriff's sale of A H Downing's right title, interest and estate in and to said lands above described, that defendant then and there did occupy use and possess and cultivate the soil of said lands from December 12th 1860 to the commencement of this suit that the ~~profits~~ profits and issues of said lands of the value of twenty five dollars per year were received by defendant whereby plaintiff lost during all the time aforesaid the issues and profits and was deprived of the use and means of cultivating the same and was forced and obliged to and did necessarily lay out and expend fifty dollars in and about recovering of said lands aforesaid at Jefferson County aforesaid and other damages to said plaintiff, defendant then and there did and to the damage of said plaintiff of one hundred and twenty five dollars for which plaintiff demands judgment and all other proper orders and relief

J. A. Beal Atty
for Plaintiff

State of Missouri }
County of St. Louis } ss

Before the undersigned Notary Public of St. Louis County Mo came Frederick M Wood who being sworn states on oath that the foregoing petition and the matters therein as stated he believes to be true

Subscribed and sworn
to before me this 28th day of
April 1864

F. M. Wood

C. M. Hequembourg Notary Public



St. W. W. W.

as

David D. Hicks



Filed May 2nd 1864

Edw. D. W. W.

Edw. D.

3 Shards each by J. W.
Read only for D. W.

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

To the Sheriff of the County of Jefferson---Greeting:

We command you, that you summon *Samuel L Hicks*

if he be found in your County, that he
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 after the fourth
Monday of *May* next, then and there to answer unto
Frederick M Wood

upon his original petition, a copy whereof is hereunto annexed and ac-
companies this writ, and have you then there this writ.

Witness, ELIAS F. HONEY, Clerk of our said Circuit

Court, with the seal thereof hereunto affixed, at office
in Hillsboro, this *Third*

day of *May* A. D. 1864

Elias F Honey
Clerk Circuit Court.



TO JEFFERSON CIRCUIT COURT

Grand Term, 1864

1988

And all those
as { Defendants
Saml. L. Nichols

James B. Borden

John

I, Esquired this writ at the county of Jefferson state
of Missouri on the 14th day of May 1864 on demand of
the undersigned and have copy of this writ
and arranged for the same to be published in the
local press at the usual place of such publication
for the purpose of giving notice to the family over the age of 15 years

James B. Borden

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

Go the Sheriff of the County of Jefferson--Greeting:

We command you, that you summon *Samuel L Hicks*

if he be found in your County, that he
do 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 after the fourth Monday of *May*
next, then and there to answer unto *Fredrick M Wood*

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



Witness, **ELIAS F. HONEY**, Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at office
in Hillsboro, this *Third*
day of *May* A. D. 18 *64*

Elias F. Honey

Clerk Circuit Court.

Jackie Macal

as

Sam'l. L. Richards

Docty net to our smid
for dependant

Jr Mc Wren
vs
Samuel Hicks }

In the Circuit Court of
Jefferson County Missouri

Of Samuel Hicks.

Upon are hereby notified that I will appear at the Circuit Court of Jefferson County Missouri on the Eleventh day of June 1864 for an order to enter satisfaction of the sum of \$180, the amount to be paid you by order of the Court in the above Cause & which \$180 has been paid to you
Jr Mc Wren

F M Wood
vs
S L Hicks

Notice to Hicks

I hereby authorize
Benton Mass to execute
this writ this 8th day of
June 1864

Jerome B Dwyer
Sheriff

I executed this writ on Samuel Hicks
by delivering to him a true copy
of this citation this 8th of June 1864

Benton Mass

F. M. Wood

^{vs}
Samuel L. Hicks

3
3

In the Circuit Court of
Jefferson County Mo

To Samuel L. Hicks

You are hereby
notified that I will apply to the Circuit Court
of Jefferson County Mo on the Eleventh day June
1864 for an order to enter Satisfaction of
\$180, the amount to be paid to you by the Jud
gment of the Court in the above Cause and
which \$180 has been paid to you since
the last term of this Court

F. M. Wood

I executed the within by delivering a copy of the same to Samuel L Hicks on the 8th day of June 1864

Subscribed & sworn to before me this 11th day of June 1864

Elias J. Horney
for J. E. Walker D.C.

Benton Meigs

I acknowledged the service of the within Notice, June 11th 1864

Samuel L Hicks

By
Green Thomas & Handcock
Attys.

J. M. Wood

vs
Samuel L Hicks

Motion to enter default
action of judgment

Process fee paid by
plaintiff \$1.00

Filed June 11th 1864

E. J. Horney Clerk

2
Frederick M. Wood, - Plaintiff } In the Circuit
Against } Court of Jef=
Samuel L. Hicks, - Defendant } ferson County
Missouri,

The Defendant for Answer to the petition of Plaintiff, states that in the year 1858, he made a contract with Andrew H. Downing, by which Defendant purchased from said Downing all the Land described in plaintiffs petition for the sum of 230 dollars; That he paid said Downing in full for said Land, and took possession of the same by his consent, and went on and made valuable and lasting improvements on the Land, by clearing about five acres of ground, and fencing the same, and building a stable, & other improvements, And that he cut down and removed a quantity of timber from said Land, he does not now remember how much, - and sold the same, as he had a right to do, he being then the owner of said Land. That the Defendant afterwards, brought suit in the Circuit Court of Jefferson County against said Andrew H. Downing to compel him to a specific performance of said Contract, and at the December Term 1860, he obtained a decree of the Court, divesting said Andrew H. Downing of all title to the Land aforesaid, and vesting the title of the same in this Defendant. The Defendant therefore states that he acquired an Equitable title to said Land long before Plaintiff obtained judgment against

said Downing, and that the greater part of the timber he removed from said Land, was removed before that time, and that the removal was done after Defendant acquired a legal title to said Land. Defendant therefore denies the right of the Plaintiff to recover 600 dollars damages, or any amount whatever against Defendant, for removing and converting to his own use any timber from said Land, And Defendant denies the right of Plaintiff to recover from him twenty five dollars a year, or any amount whatever, for the rents and profits, of said Land; as Defendant says he ^{was} the owner of the Land at the time said wood was removed by him, therefore; and during the time Plaintiff claims the rents and profits of the same - from December 12th 1860, to the commencement of Plaintiff's suit.

Defendant admits that Plaintiff after the 12th of December 1860, brought suit against Defendant, for title to said Land; and that at the December Term 1863, he by fraudulent means and practices, obtained a decree against Defendant for title to the same, - yet, Defendant avers that said decree was obtained by fraud, and by false testimony, and by fraudulent means and practices, - and Defendant further says that since the trial of ^{said} suit in the Circuit Court, he has taken the case to the Supreme Court of Missouri, where it is now pending, under

terminated. And so Defendant, for the reasons alleged, denies that Plaintiff acquired any right or title to said Land by reason of said trial and proceedings in said Circuit Court, Defendant states that he has no knowledge or information sufficient to form a belief as to whether Miller & Wood obtained judgment against Annew & Downing, or whether the Land was legally sold under any Execution or not, - and therefore he requires proof.

Defendant has no knowledge or information sufficient to form a belief, whether Plaintiff, expending so dollars in trying to oust this Defendant from said Land; but if he did, Defendant denies the right of Plaintiff to recover the same, or any amount whatever for such expenses, from the Defendant.

The Defendant for the causes alleged, denies that Plaintiff is entitled to recover \$725 dollars, damages, or any sum whatever from the Defendant, by reason of the acts and omissions of Defendant as alleged, And he asks to be discharged with reasonable costs &c.

A. Green, J. L. Thomas, &
S. C. Benson & Son Attorneys
for Defendant

Samuel L. Hicks, Defendant, makes oath and says the above Answer and the matter therein as stated he believes to be true.

Sworn to and Subscribed
before me Oct. 3 1864 S. L. Hicks
Elias F. Honey clerk.

In Circuit Court
of Jefferson County

vs.
H. M. M. M.

vs.
J. L. M. M.

Shower

Filed Oct-30 1864

Edw. J. Hooley, clk.

Dr Mc Neal Plaintiff
vs
Daniel & Hicks Defendants } On the Circuit Court
of Jefferson County
Missouri

To Daniel & Hicks, you are hereby notified that deposition of witnesses to be read in evidence in the above cause on the part of the Plaintiff will be taken at the office of Charles H. Blatten Notary Public at No 91 Chestnut Street between 4th & 5th Streets, in the city of St Louis Missouri, on the first day of May 1865, between the hours of 9 o'clock AM and 12 o'clock PM of that day and of not competent on that day. They will be excluded from day to day at the same place between the same hours till excluded,

Dr. Mc Neal

Wood
vs
Hicks

Whereas the within notice by delivering a copy of the
same to J. L. Hicks, on the 17th day of April 1865 at
County No

W. L. J. L. Hicks
By Geo. J. Whitehead Dep't Sheriff

Depositions of witnesses, produced, sworn and examined on the first day of May AD Eighteen hundred and sixty five between the hours of Eight O'Clock in the forenoon and six O'Clock in the afternoon of that day at the Office of Charles F Blattau of the City of St Louis in the County of St Louis and State of Missouri before me Bernhardt Sternberg a Notary public within and for the County of St Louis duly commissioned & qualified, in a certain cause now pending in the Circuit Court of Jefferson County and State of Missouri between F M Wood plaintiff and Samuel L Hicks defendant, on the part of the plaintiff.

Lamas A Beal of lawful age, being produced, sworn and examined, on the part of the plaintiff, deposes and says: That he acted as attorney for F M Wood against S L Hicks in a suit in the Circuit Court of Jefferson County Missouri, for the recovery of a tract of Land, situated in said County, near to Hicks, belonging formerly to one Downing that after Judgement was rendered for Wood in that suit, he tendered one hundred and eighty Dollars for Wood to Hicks which Hicks refused ^{to receive the money this was a} short after the decision of the suit or date of Judgement; on the 7th of March 1864 Hicks came to witness and stated, that he ^{had} agreed with Wood not to take the case to the supreme Court and to receive one hundred and eighty Dollars; witness ~~then~~ gave Hicks on the same day an order on Wood for \$180 in satisfaction of that Judgement and took receipt from Hicks, of which the Exhibit marked "A" is a copy, the original is filed in the Supreme Court of Missouri that afterwards Hicks told him, he had got the money of Wood on the said Order. That suit of Wood against Hicks, for the recovery of Land was not for any wood or Timber cut or used on said Land by Hicks, that afterwards Wood sued Hicks for the timber cut & used on said Land, that in the settlement of the first suit nothing was said about the wood & timber of

the land and that Heick admitted since to Heick, that he had cut & used wood from that land, recovered by Wood in the first suit mentioned, amounting to six or seven hundred dollars if not more, that this wood was cut and used by Heick after Wood had obtained the Title to that Land sworn to and subscribed to before me on the day, at the place and within the hours first aforesaid

Bernhard Sternberg

Notary public

A Real

Not being able to complete the taking of said depositions by reason that the witnesses were absent, I adjourn the further taking of the same till to-morrow this to be continued at the same place and between the same hours mentioned in the annexed notice

Bernhard Sternberg

Notary public

Pursuant to adjournment, as above stated, on the second day of May 1865, between the hours of Eight O'Clock in the forenoon and six O'Clock in the afternoon at the Office of Charles F. Blattan 91, Chestnut Street St Louis Missouri I continued the taking of the depositions as follows to-wit:

Corra B. Veil of lawful age, being produced, sworn and examined, on the part of the plaintiff deposes and says: I am acquainted with Samuel B. Heick of Jefferson County, saw him at different times in the Store of J. B. Wood at St Louis, I know that Mr Wood has a lawsuit against Mr Heick about a tract of Land in Jefferson County, heard Mr Heick state, after Mr Wood had recovered said Tract of Land at the Hon of Mr Woods of St Louis, that he had taken off from that land about eleven hundred dollars worth of wood, and had cleared for about six to seven hundred dollars for the wood and that this wood was taken off from the Land, after Mr Wood had recovered the title to said Land, and further, that witness understood, from Mr Heick, that by virtue of that Judgment of Mr Woods against Heick, Heick was to receive one hundred and eighty



Dollars from Hicks, and that if it was not for the lawyers, he would not have cared on the suit, and Witness understood in the conversation with Mr Hicks that one thousand and Eighty Dollars had been paid to him by Henry Loom to and subscribed before me } the conversation was 1864, do not recollect the date
the day and year before written.

Bernhard Herberg

Corra, C. Vail

Notary public.

Henry A. Chiller of lawful age, being produced examine and sworn, upon his oath deposes and says: I am acquainted with Samuel J. Hicks of Jefferson County, Missouri, I had a conversation with Mr Hicks at the Home of J. M. Wood in the City of St. Louis in the year of 1864, about a tract of land in Jefferson County, from that conversation I learned that Mr Hicks was sued by Mr Wood for said tract of land and that Wood has recovered the land in that suit, I learned from Mr Hicks, that by the Judgment in that suit, Mr Wood was to pay to Mr Hicks, the sum of one thousand and eighty dollars; that said \$180 were paid on the 14 day of March 1864 by Mr Wood to Mr Hicks at Woods Store, Witness was present and saw the payment of said money to Mr Hicks, and he understood from the conversation that said payment was a kind of final settlement of that suit between the parties; I learned from said conversation further, that the cutting of wood and timber on said land were not included in said suit, after the settlement Mr Wood sued Mr Hicks in the Jefferson Circuit Court for damages for cutting wood on the land in question; after suit had been brought for damages by Wood against Hicks, Mr Hicks, some time in September 1864 came to the Home of Wood, I heard Mr Hicks make the remark that he had cleared from the Wood taken by him from the land the amount of five to seven hundred dollars; I heard this remark in a conversation between Wood and Hicks, speaking about the suit for damages of Wood vs Hicks; I am engaged in business at the same home of which Mr Wood is a member, I understood that said timber was cut by Hicks after Wood had recovered the land, Woods asked Hicks in that regard and Hicks admitted the fact that he had cut the wood after the recovery of the land by Wood.

Sworn to and subscribed before } Henry A. Chiller

me at this day and year last above written

Bernhard Sternberg

Notary public.



I Bernhard Sternberg a Notary public within and for the County of St Louis in the State of Missouri do certify that in pursuance of the within annexed Notice came before me at 91 Chestnut Street of the City of St Louis and State last aforesaid James A Beal, Cora A Veil and Henry A Muller who were by me severally sworn to testify the whole truth of their knowledge touching the matter in controversy aforesaid, that they were examined and their examination reduced in 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 that their depositions are now herewith returned. And I further certify that said James A Beal, Cora A Veil and Henry A Muller are residents of said County of St Louis in said County of State of Missouri.

Given at the City of St Louis in the County of St Louis and State of Missouri, this second day of May 1865

Bernhard Sternberg

Notary public



St. W. Wood
10
Saml Hecks

Received per Mail
opened and
Filed May 3-1865
Samuel R. Wood

"Exhibit, marked A."

Recd Mar 7 1864 of F. McWood per J. A. Beal's
order one hundred & eighty dollars in full for
an amount ordered by the Circuit Court of Jeff
erson County Mo to be paid by said Wood to said
Hicks in suit of wood against Hicks in the
Jefferson Circuit Court for an amount advanced
by said Hicks to Downing on sale of land
in controversy in said suit.

Witness

J. A. Beal

(Signed) S. L. Hicks

In the Supreme Court held at St. Louis, of the State of Missouri,

October Term 1865
Monday, Oct 30th 1865

<i>Fred M. Woods</i>	}	<i>Error to Jefferson</i>	
<i>Defendant in Error</i>			<i>Circuit Court</i>
<i>vs</i>			
<i>Samuel L. Hicks</i>			
<i>Plaintiff in Error</i>			

Now again come the parties aforesaid, by their respective attorneys, and the Court being now sufficiently advised of and concerning the premises, doth consider and adjudge that the judgment rendered herein by the said *Jefferson Circuit Court* be in all things affirmed and stand in full force and effect, and that the said *Defendant in Error* recover of the said *Plaintiff in Error* his costs and charges herein expended, and have execution therefor. Opinion filed.

STATE OF MISSOURI, SS.

John A. Wells
I, ~~ANDREW W. MEAD~~, Clerk of the Supreme Court, held at St. Louis, of the State of Missouri, certify that the above and foregoing is a full, true and complete copy of the judgment rendered in the above entitled cause, as fully as the same remains of record in my office.

In Testimony Whereof, I have herunto set my hand and affixed the seal of said Court, at office in the City of St. Louis, this *25th* day of *November* A. D. eighteen hundred and *sixty five*

John A. Wells Clerk.

Supreme Court of Missouri.

Thos. M. Wood

vs

Sam'l L. Hicks

MANDATE.

Judgment

Affirmed.

COUNTY OF JEFFERSON.

The State of Missouri,

To Ellis (son of Henry Ellis Dec'd living near Dardy,

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 7th day of November 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

Sam Wood is

Plaintiff, and

Samuel S. Hicks

Defendant on the part of Plaintiff

and herein you are in no wise to fail.

WITNESS, SAM'L A. REPPY, Clerk of our said Court,

with the seal thereof hereto affixed, at office, this

5th day of October A. D. 1866

Samuel A. Reppy Clerk.

SUBPENA.

TO

Jefferson Circuit Court

...November.... Term, 1866.

P. M. Wood

vs.
Samuel L. Hicks

George Ellis for Plff.

John Williams Dep't
Sheriff fee 50

I Executed the Within in Jefferson County
Mo on the 6th Day of November 1866 By Recor-
ding the same George Ellis

L. C. Wether Sheriff

By John Williams Dep't

Woods vs Hick

The statement of Downing who is a competent witness & who is not a party to the Suit are not evidence
33 Mo 532

The declarations of the maker of a deed attacked for fraud (Judgment for fraud is on same principle) are not evidence in favor of those claiming under deed (Judgment)
Hick's claims under judgment
32 Mo 464

Greenleaf C. § 277. 279. 281

Decl. declarations of receiving purchase money not sufficient without proof of payment
1 Helline p 308 § 15

Hick's trustee of the title for woods by obtaining same by fraud
1 Hill p 316 § 64

5 Fraudulent judgment, equity interferes in if undagainst conscience
Hill 642 note of purchase
3 Phillips 884

6 Downing competent witness 3 Phi 1525, 2 P 70

that the title of ^{the} ~~second~~ ^{first} volume of the history of
religion looks to the nation of
progeny of the year 1860 and is prior to the
second issue of title of 1860 or Dec Jan 1860
a better title than that of 1860, under his name
being prior in time well precedes our efforts

23 mo 453 + 18 mo 181. 79 mo 19.
15 mo 398. 14 mo 160

A purchase for valuable consideration of male fide

Woods
as
Heck
Chief

If the jury believe that Hicks combined with Downing to defraud ~~Wood & Wood~~ out of their judgment, ~~although the object~~^{one} of and by such combination & consideration, obtained the deed of title, it is void as to Wood & Mueller

23 Nov 48-3

Wood
vs
Hecks

Barday 339 § 131-133

1 To constitute a bona fide purchaser
for value without notice, the purchase money
should be paid before notice is received

Barday p 149 § 47 - 50, 51

2 Certified copies of deeds can be used in evidence
by Rev & 1853 § 46 p 365-

27 Mo 235 Barton vs Hurman

3 a transfer to defraud a creditor is void, even if for money

1 Story Eq 344 - 19 Mo 17
33 Mo 482
18 " 180-181

4 The statute uses word judgments made to defraud debtors
are void, see § 1 & 4 Fraudulent Conveyances

5. Before debt can prove by his witness that Downing
told him that the purchase money was paid, the debt should
ask Downing, the time & place & person to whom he used the
~~money~~ language 1 Stacke 213

6 The declarations of Downing after he sold to Hicks are inadmiss-
ible 24 Mo 221 - 17 Mo 282. 9 Mo 487

1 If the jury believe that Hicks knew of the sale of the land under execution in favor of Muller and he made an agreement with Downing for Dow to withdraw his defense to the suit of Hicks or Downing ^{expressly} ~~stipulated~~ ^{to} with the ~~10~~ ¹⁰ to obtain the decree of title for the land so as to place it beyond the reach of the execution sale, that his judgment is fraudulent as to Woods ^{stipulated} ~~stipulated~~ ^{with funds properly}

2 That the granting of a decree of title for Hicks without any evidence to sustain his petition whilst the answer was on file, renders the decree null and void as to creditors

given
 Mr. Downing
 Defendant

Muller
 vs
 Hicks
 Trust

- 3 That declarations of Downing are not sufficient evidence to prove that Hicks paid the purchase money, if made after the time of the verbal sale
- 4 That Hicks is a trustee for Woods if he obtained the decree by fraud

A. M. Wood

L. L. Hicks

The Defendant asks the Court to declare the law in this case as follows

1. There being a decree for the land in controversy vesting all the title of Downing to the land in Hicks, the Plaintiff cannot recover in his present action unless he show that such decree was obtained by fraudulent means

2. That Wood having bought the land in controversy under an execution, during the pendency of the suit between Hicks & Downing, he was bound to take notice of all the equities existing between those parties at that time.

3. That a judgment of a court of competent jurisdiction is conclusive upon the parties & their privies & those claiming under & the same cannot be set aside avoided or rendered invalid on any fraud in obtaining the same he affirmatively shewn by the person attacking the same

J. M. Wood
S. L. Hicks }
3

The defendant asks the Court to
decide the law of the case as follows

1. J. M. Wood having purchased the land
in controversy during the pendency of the
suit between Hicks Plaintiff vs. A. H. Downing
he took the title of Downing only affected by
all the equities existing between Hicks &
Downing at the time of the purchase

2. That Wood by his purchase stepped
in the place of Downing & if the proof shows
that Hicks should have succeeded in the
case between him & Downing, then the
defendant ought to recover in this case.

Wm. Wood

or

J. S. Welch

and
Associates.

James
Wood

F. M. Wood

Sept

Hicks.

Thomas Sworn, States that he acted
as Atty in the case of Hicks vs Downing for
Downing and on Tuesday or Wednesday of the Court, Downing
& Hicks came to him & told him that they had compromised
the suit that Hicks was to have a decree and that the parties
should meet in Manchester & settle, same day of the decree.
Vudyt of Wood & Waller aged Downing, Read, 13th

June 1860, Sale of Sheriff 12th Dec. 1860

Shriffs deed to F. M. Wood, Read,

Deed from Bower to Downing. Consideration

\$200⁰⁰ 100 Deposition of Downing Read.

Decree of Court, Title of Downing
Decreed into Hicks Monday 17th Dec 1860 =
Suits commenced May 7th 1860

Ellis knew Downing in the county 1858, 1859. When
of a transaction between Hicks & Downing. Hicks
gave Downing some cattle for a tract of land
Hicks was paid \$250, way gone two cows,
& some Hogs, wood I think was included,
Downing boarded at Hicks, Hands of Downing
boarded at Hicks, D & hands boarded there
about 10 months, Downing gave Hicks his deed
in February 58. or 59. and when he came back
he would give him a deed Hicks offered
the stock for the land & Downing took it
Hicks is in possession since the trade
D was to come back in a few days & make a title

Does Remble
Doc
Remble Remble

Does not remember
~~Does not remember~~
~~Does not remember~~



Hicks made a little field on the land
Downy cut some wood on the land,
Stable built about two years ago. The field was made
where Downy cut wood. Downy cut about
80 or 100 cords of wood. was worth about \$1.00 per
cord. Oxen worth \$75. per yoke, Haggard worth \$50
Cow & calf worth \$20.00 Hogs were valued at \$20.
board worth 2.50 per week. total \$10.00 3 hauls 1 month 30.00
Some came in & stay a short time,

Powers, stating