Platte County Circuit Court
Circuit Court
September Term 1853

Box 26 File 21

Layson, Elizabeth E. (By her guardian, Mary C. Layson)

vs

Rogers, William

Petition

Re: Ownership of following slaves;

Eliza
Martha + child (Margaret)
Wesley
Washington
John Henry

one day after date I promise to pay to Jsaiah Selby the just and full Sum of twenty two and ~~Fourty~~ cents with ten pr-cent from till paid for value Rec as witness my hand and Seal this 11th day of May 1845-

W. Lewis Rogers

Rec of William Rogers three dollars and fifty
cen it being for a coffin furnished by me
for Harrison Layson black man
may the 14 : 1848
Isaiah Sibley

August 26th 1850

Dear Sir I write to you by Request of the oald Lady Layson to inform you of her situation She is entirely destitute of the means of living at all not to say comfortable She moved over to monroe County in april last to William Scots and Removed back last wednesday 6 Negroes and all before she moved to monroe she hired the boy wes ley out for a year in april in a few day She went away and took the boy with her as soon as she Returned the boy was executed to pay a damage of 20$ and cost upon a judgment againts him for taking the boy before the year was out I sopt the sale of the boy by taking up the execution his friends hear dont do much for his accomodation if they could She says she wishes you to come down and take him up to your house to spend the balance of his days with you and your lady and sayes you shall have all the Negros I think you had better come and see the oald Lady think if you come you can make your selfe safe in the trouble and escpence you may be at in coming She is now in a right plaic now I hold the boy under the execution and shall hire him out to Raise the money but if you come I should hire him so he may be had without violation of contract if you conclude to come you must bring some 15 or 20$ for the purpose of Releasing me and you can then take the execution and hold the boy for payment You will please write me as soon as you receive this

N B the oald Lady says you must come immediately

Saml Darby

Gen William Rogers
Barry
Platt County
Mo
Millersburg Mo
Aug 27

Samuel Darby's letter
to Wm Rogers

This Article of agreement made by and between William Rogers of the county of Platte and state of Missouri of the first part and Hannah Lagow of the county and state aforesaid of the second part. Witnesseth. That the said party of the first part agrees & doth bind himself to keep said party of the second part during her natural life during her residence at or near the residence of the said party of the first part in Platte county Missouri said party of the second part during her natural life during her residence at or near the residence of the said party of the first part in Platte county Missouri said party of the second part shall at any time without good cause or provocation quit and abandon the place of residence of the said party of the first part then the said party of the first part is not bound and held to maintain and support as aforesaid during such abandoning and quitting. but in all other respects and circumstances is bound to the performance of his said duties under a penalty of five Thousand dollars. in consideration of the performance of which said services upon the part of the said party of the first part the said party of the second part hereby agrees to pay the said party of the first part the sum of Eleven Hundred and ~~fifty~~ ninety dollars. said sum to be paid by him and assigns forever by these presents. as the said party of the first part doth the like

Given under our hands and seals This 26th day Sept 1850

Witness Thos S Pratt — William Rogers [Seal]

Witness Wm. Rule

Witness Joseph Hillsman

Hannah Lagow [Seal]

State of Mississippi }
County of Rankin } ss

I Ira Norris Clerk of the Circuit Court and Ex officio Recorder within and for the County aforesaid Do Certify that the within Bill of Sale was Filed for Record in my office on the 10th March 1857 and duly recorded in Book "G" of deeds page 242

In testimony whereof I have hereunto subscribed my name and affixed the seal of said Circuit Court to office in Rankin City this 9th day of April ad 1857

Ira Norris Clk

1857

Hannah Logan
to
Bill of sale
William Boyce

Sept 25 - 1850

Filed for Record
March 10th 1851

Ex Lott Sup

To all to whom these presents may come be it known. That I Hannah Lyon. now of. Platte, formerly of Callaway county Missouri have this day for and in consideration of the Sum of Two Thousand dollars and —— cents. by William Rogers of Platte County Missouri. to me paid. the Receipt of which is hereby acknowledged. have this day given granted bargained and sold and by these presents do give grant bargain sell convey and deliver unto the said William Rogers the following negroe slaves [redacted] now in my possession in Platte county Mo. (to wit) Martha a woman about twenty years old. Andy a Boy about 17 years old. Washington a Boy about 12 or 13. years old. Eliza a girl about 10 or 11 years old. ~~Julius a Boy about 4 or 5 years old.~~ and Margret an infant of said woman Martha. to have and to hold the said negroes [redacted] and assigns forever firmly by these presents to warrant and defend the title to said negroes that they are free from all incumbrance. are sound in body & in mind. and slaves for life

In testimony whereof I hereunto set my hand and affix my seal on this the 25 day of [redacted] 1837

her
Hannah + Lyon (Seal)
mark

In presence of
Joseph Hibbs (Seal)
Thos S Pratt (Seal)
Wm S Rees (Seal)

State of Missouri }
County of Platte } ss I Ira Norris Clerk
of the Circuit Court and
Ex Officio Recorder within and for
the County aforesaid Certify that the within
Article of Agreement was Filed for Record
in my office on the 10th day of March
1857 and duly recorded in Book "K"
of deeds page 243.

In testimony whereof I
have hunto subscribed my Name
and affixed the seal of said
Circuit Court at office
in Platte City this 7th day
of April A.D. 1857.

Ira Norris Clk

State of Missouri
Platte County
Hannah Lazy &
William Rogers
Sec 25 T 54 R 35
Filed for Record
March 10th 1857.

Twelve Months after date I promise to pay
Hannah Lawson. The sum of eleven hundred & fifty
nine dollars & 50 cts for the balance on purchase
of certain Negroe slaves. Mentioned in a
Bill of Sale for said slaves made by said Hannah
Lawson. As Witness of even date herewith.
This the 25 day of Sept A.D. 1837

William Boyce

This is to certify that this note is duly recorded in Book "H" Deeds on Page 243
In testimony whereof I have signed my name and set the seal of said Court this April 5th 1853
Jno Ross Rucker

Jno Ryan
to
Jas Burr
Mortgage

Sept 25th 1850

Filed for Record
March 10th
1853

Recorded
Book "H" Page 243

State of Mississippi
County of Calloway } ss

I J H Bryant Clerk of the County Court within and for said County, do certify that at a County Court held for said County at the Courthouse in the Town of Fulton in said County, on the 18th day of October 1852. the following Order and proceedings were had in said Court (viz) William C. Clayton and Robert S. Clayton Infant orphans of David S Clayton dec'd came the age of 14 Years. this day came into Court and made choice of Mary C. Clayton as their Guardian. It is therefore ordered by the Court that the said Mary C. Clayton be appointed Guardian for the said William C. Clayton and Robert S. Clayton. ~~and for~~ and for Elijah V. Clayton. Samuel W. Clayton and Elizabeth Clayton Infant orphans of aforesaid. not on the age of 14 Years. Whereupon the said Mary C Clayton, came into Court and accepts said appointments, and Executed Bond in the sum of Eight thousand dollars. with Alfred I. Moore and George Beatty as her securities who. are approved by the Court conditioned as the law directs.

The following is a Copy of said Bond Know all men by these presents that we Mary C Clayton, Alfred I. Moore and George Beatty are held and firmly bound to the State of Mississippi. in the sum of Eight thousand dollars. for the payment of which well and truly to be made we bind ourselves, our heirs &c Jointly severally and firmly by these presents. Sealed with our Seals and dated this

18th day of October AD 1852. The condition of the above bond is such, that whereas, the above bounden Mary C. Layson, has been at the present October term of the County Court in and for Callaway County Mo. chosen and appointed Guardian for William L. Layson, Robert S. Layson, Elijah V. Layson, Samuel M. Layson and Elizabeth Layson Infants orphans of Isaiah S. Layson dec'd.

Now if the said Mary C. Layson shall well and faithfully discharge all of the duties of Guardian according to Law. Then the above Bond to be void, otherwise to remain in full force

Sign'd Seal'd & del'd
in presence of
O. P. Hunt dc

Mary C Layson (Seal)
Alfred J. Moore (Seal)
G. C. Rusty (Seal)

State of Missouri
County of Callaway } ss

I O. P. Hunt Clerk of the County Court within and for said County do certify that the above is a true copy of the record appointing Mary C. Layson as Guardian, and of her Bond as fully as the same appears of Record and on file in my office

In Testimony whereof I have hereunto set hand and affixed the Seal of said Court at office this 22d day of April 1853

O. P. Hunt dc

State of Missouri }
County of Platte } ss

In the Circuit Court
September Term 1853.

Elizabeth C. Layson by her guardian Mary C. Layson Plaintiffs
against
William Rogers Defendant

Plaintiff by her guardian Mary C. Layson states that in the month of January A. D. 1848, Hannah Layson, now deceased for the consideration of one dollar and the love and friendship which she bore to Plaintiff her grand-daughter, by an instrument of writing under seal, herewith filed, dated the month and year aforesaid granted, bargained, and sold to plaintiff a slave named John Henry now of the age of five ~~and~~ years, with this reservation only that she the said Hannah Layson should have the use and benefit of the labor of said slave during the lifetime of her the said Hannah Layson. Plaintiff by her said guardian further states that said Hannah Layson departed this life at the said county of Platte, on or about the first day of October A. D. 1852, and that by the terms of said instrument of writing the said plaintiff was afterwards, to wit, on the fifth day of October 1852 was lawfully entitled to the possession of said slave John Henry. She by her guardian further states that said slave is now of the value of three hundred ~~——~~ dollars, and that his annual labor is worth one cent ~~——~~

She by her guardian further states, that she the said Mary C. Layson is the duly authorized and acting guardian of Plaintiff, having been so appointed by the County Court of the county of Callaway in the State aforesaid on the 18th day of October A.D. 1852, and that she duly qualified as such guardian by giving bond on the day and year last aforesaid in accordance with law and the order of said last mentioned Court. She by her guardian files herewith a certified copy of the order of said Court appointing the said Mary C. Layson her guardian, and of the official bond.

She states that Defendant has possession of said slave John Henry and unlawfully and wrongfully detains him against the claims of Plaintiff, although he Defendant was specially requested on the day of May 1853 to grant Plaintiff the possession of said slave.

She by her guardian asks for judgment for said slave John Henry specifically and for damages for the unlawful detention of said slave equal to the value of the annual labor of said slave from the fifth day of October A.D. 1852 till the rendition of judgment in this cause at the rate of dollars per year, and for costs of suit.

Elizabeth E. Layson
by Mary C. Layson guardian

The said guardian Mary C. Layson makes oath and says, she believes the above petition and the matters therein as stated, are true.

Mary C. Layson

Sworn to and Subscribed before me a Justice of the Peace within and for the County of Calloway and State aforesaid this the first day of June A.D. 1853.

Wm Nichols J. Peace

No 2 No 3

Elizabeth C. Layson
by Mary C. Layson
guardian
vs
Wm Rogers

action for
Slave No 5.

140. 253. 362 468 578

Filed June 10th 1853
W. C. Remington Clerk
By Wm B. King Rendall D.C.

Sheriff fee 1.00

The Clerk of the
circuit court will
please issue an
Attachment
Andrews & Clarke
for Pltffs

For and in consideration of the sum of one dollar to me paid in hand by Mary Le Layson for Elizabeth. E. Layson the receipt whereof is hereby acknowledged and for the love and friendship for said Elizabeth E Layson my grand daughter I Hannah Layson do hereby grant bargain and sell to said Elizabeth. E. Layson a mulatto child named John Henry said child was born my property and is a slave for life reserving to myself the use and benefit of the labour of said boy during my lifetime, but at my death said boy child to be the property of said Elizabeth. E. Layson and this deed of gift and bill of sale authorises and empowers said Elizabeth E Layson to take and keep possession of said child at or immediately after my death given under my hand and seal this January 1848

attest
Zadok Hook
Martin Baker Jr

Hannah Layson Seal

Filed June 12th 1858

a

STATE OF MISSOURI, } Sct.
COUNTY OF PLATTE.

The State of Missouri, to the Sheriff of Platte County; Greeting:

You are hereby commanded to Summon William Pagers that he be and appear before the Judge of our Platte Circuit Court, in and for said County, on the first day of the next term thereof, to be holden at the Court House in Platte City, on Monday the 3rd day of September next, then and there to answer unto the Petition of Elizabeth A. Layson by her Guardian Mary C Layson

Wherein fail not, and have you then there this Writ.

Witness, William C. Remington, Clerk of said Circuit Court, with the Seal thereof affixed at Platte City, on this 13th day of June A. D. 185 3.

J. Wm C Remington Clerk

Executed by giving a Copy of the within writ of Summons and of the Petition hereunto annexed to the within named defendant William Rogers, in Platte County Missouri on the 17th day of June 1858.

L. Shepard Sheriff

State of Missouri }
County of Platte } ss

In the Circuit Court
September Term 1853

Mary C. Layson, Elvira Virginia Layson by her Robert F. Layson by his guardian Mary C. Layson guardian Mary C. Layson, William L. Layson by his guardian Mary C. Layson, Elizabeth C. Samuel W. Layson by his guardian Mary C. Layson, Layson by her guardian Mary C. Layson, William Robison and his wife Hannah Robison Plaintiffs

against

William Rogers Defendant

Plaintiffs State that in the month of January 1846, Hannah Layson, now deceased, for the consideration of one dollar and for the love and friendship which she bore to her grandson Benjamin Y. Layson by an instrument in writing under seal, herewith filed, dated the month and year aforesaid granted, bargained and sold to said Benjamin Y. Layson, a slave named William Wesley, but commonly called Wesley with this reservation only, that the the said Hannah Layson should have the use and benefit of the labor of said slave, during the lifetime of her the said Hannah Layson Plaintiffs State that said Hannah Layson departed this life at the county of Platte aforesaid on or about the first day of October 1852 and that by the terms of said instrument of writing, the said Plaintiffs the said Benjamin Y. Layson was afterwards, to wit, on the fifth day of October 1852, lawfully entitled to the possession of said

slave Wesley. They State that said slave is now of the age of nineteen years and is of the value of nine hundred dollars and that the value of his annual labor is one hundred and twenty five dollars. They State that said Mary C. Layson is the duly authorized and acting guardian of said Plaintiffs William L. Layson, Elizabeth E. Layson, Robert L. Layson, Lazzipel Y. Layson and Alva Virginia Layson who are minors under the age of twenty one years having been so appointed by the County Court of the County of Callaway in the State aforesaid on the 16th day of October A. D. 1652 and that she duly qualified as such guardian by giving bond on the day and year last aforesaid in accordance with law and the order of said last mentioned Court. They file herewith as exhibit a certified copy of the order of said Court appointing her guardian as aforesaid, and of her official bond. They State that said Benjamin Y. Layson departed this life at the said county of Callaway on the 30th day of May A. D. 1652 and that said Plaintiffs are all and the only heirs and legal representatives of said Benjamin Y. Layson deceased and are fully and lawfully entitled as such to said slave. They State that Defendant has possession of said slave Wesley, and wrongfully and unlawfully detains him against the legal claims and rights of Plaintiffs although he was specially requested to surrender possession of said slave on the 25 day of May A. D. 1653.

They State that said Plaintiffs William Robison and Hannah Robison formerly Hannah

Layson a sister of said Benjamin Y. Layson are lawfully husband and wife, and of right to join in this suit. They state that said Benjamin Y. Layson was a minor at the time of his death and left neither widow, or children, or will and testament and that said Mary C. Layson is the mother, the said Elvira Virginia Layson and Elizabeth C. Layson sisters, and said William L. Layson Robert L. Layson and Samuel W. Layson brothers of said Benjamin Y. Layson.

Plaintiffs ask for judgment for said slave Wesley specifically and for damages for the detention of said slave equal to the value of his annual labor from the fifth of October 1852 till the day of the rendition of judgment in this cause, at the rate of ~~ten~~ one hundred & twenty five dollars a year and for costs.

Mary C. Layson

Said Plaintiff Mary C. Layson for herself and as guardian for Plaintiffs William L., Elvira Virginia, and Elizabeth C. Layson and as agent for Plaintiffs William Robison and Hannah Robison makes oath and says, she believes the above petition and the matters therein as stated, are true.

Mary C. Layson

Sworn to and subscribed
before me this first day of
June 1853 as a Justice of the
Peace within & for Callaway Co. Mo.

Wm Nichols J. Peace

No. 3 Box D

Mary C. Lawson
and others
vs
Wm Rogers

Action for
Slave

Filed June 10th 1853
W. H. Remington Clerk
By W. B. Kinkead D. C.

The clerk of the circuit Court will please issue on the within
Wilson & Clarke
attys for Pltff

Sheriff Fee 1.00

For and in consideration of the Sum of one dollar to me paid in hand by Mary & Layson for Benjamin F Layson the receipt whereof is hereby acknowledged and for the love and friendship for said Benjamin F Layson my grandson I Hannah Layson do hereby grant bargain and sell to said Benjamin F Layson a negro or mulatto boy named William West bey who is commonly called Wesley said boy was born my property and is a slave for life, reserving to myself the use and benefit of the labour of said boy during my life time, but at my death said boy to be the property of said Benjamin F Layson and this deed of gift and bill of sale and hereby empowers said Benjamin F Layson to take and keep possession of said boy at or immediately after my death given under my hand and seal the 7th day 1848

Hannah Layson Seal

Test

Zadok Hook

Martin Baker Jr

Filed June 10th 1858

STATE OF MISSOURI, } Sct.
COUNTY OF PLATTE.

The State of Missouri, to the Sheriff of Platte County; Greeting:

You are hereby commanded to Summon William Rogers that he be and appear before the Judge of our Platte Circuit Court, in and for said County, on the first day of the next term thereof, to be holden at the Court House in Platte City, on Monday the fifth day of September next, then and there to answer unto the Petition of Mary C. Layson & others

Wherein fail not, and have you then there this Writ.

Witness, William C. Remington, Clerk of said Circuit Court, with the Seal thereof affixed at Platte City, on this 15th day of June A. D. 185 5.

Wm C Remington Clerk

Executed by giving a copy of the within writ of summons and of the petition thereto annexed to the within named defendant William Rogers in Platte County County Missouri on the 17th day of June 1853. L. Shepard Sheriff.

State of Missouri
County of Platte } ss.

In the Platte Circuit Court.
September Term 1853.

Elvira Virginia Layson by her guardian Mary C. Layson. Plaintiff
against
William Rogers Defendant.

Plaintiff by her guardian Mary C. Layson states that in the month of January 1848 Hannah Layson now deceased for the consideration of one dollar and the love and friendship, which she bore to plaintiff her granddaughter, by an instrument of writing under seal, herewith filed, dated the month and year aforesaid granted, bargained, and sold to Plaintiff a slave named Elvira, now about the age of thirteen years, with this condition and reservation only, that she the said Hannah Layson should have the use and benefit of the labor of said slave during the lifetime of her the said Hannah Layson. Plaintiff by her guardian states that said Hannah Layson departed this life at the county of Platte aforesaid on or about the first day of October A. D. 1852 and that by the terms of said instrument of writing, she the said Plaintiff was afterwards, to wit, on the 3rd day of October 1852 lawfully entitled to the possession of said slave Elvira. She by her guardian further states that said slave Elvira is worth in cash value the sum of five hundred dollars and that her annual labor is worth thirty [redacted] dollars.

Shelby her guardian states, that the said Mary C. Layson is the duly authorized and acting guardian of Plaintiff having been so appointed by the County Court of the county of Callaway in the State aforesaid on the 18th day of October A.D. 1852, and that she duly qualified as such guardian by giving bond on the day and year last aforesaid in accordance with law and the order of said last mentioned Court. She by her guardian files herewith a certified copy of the order of said Court appointing said Mary C. Layson guardian and of her official bond.

She states that Defendant has possession of said slave Eliza, and wrongfully and unlawfully detains her against the lawful claims of plaintiff although specially requested to grant to Plaintiff the possession of said slave Eliza on the day of May 1853.

She by her guardian asks judgment for said slave specifically and for damages for the annual labor of said slave from the 5th day of October A.D. 1852 till the rendition of judgment in this cause for the wrongful and unlawful detention of said slave, at the rate of thirty dollars a year and for costs of suit.

Eliza } Layson
by Mary C. Layson guardian

Mary C. Layson guardian as above stated of Plaintiff makes oath and says, she believes the above petition and the matters therein as stated, are true.

Mary C. Layson

sworn to and subscribed before me a Justice of the Peace within and for the county of Callaway and State aforesaid this June first A.D. 1853.

Wm Nicholas J. Peace

No 10

Elvira Virginia Laycock
by Mary C. Laycock
guardian
vs
William Rogers

Action for
slaves

No 4

Filed June 10th 1853
W. C. Remington Clerk
By W. P. Stringfellow D.C.

Sheriff Jan 1/00
The Clerk will
please issue an
alias writ of
Nelson & Clark
for Pltff

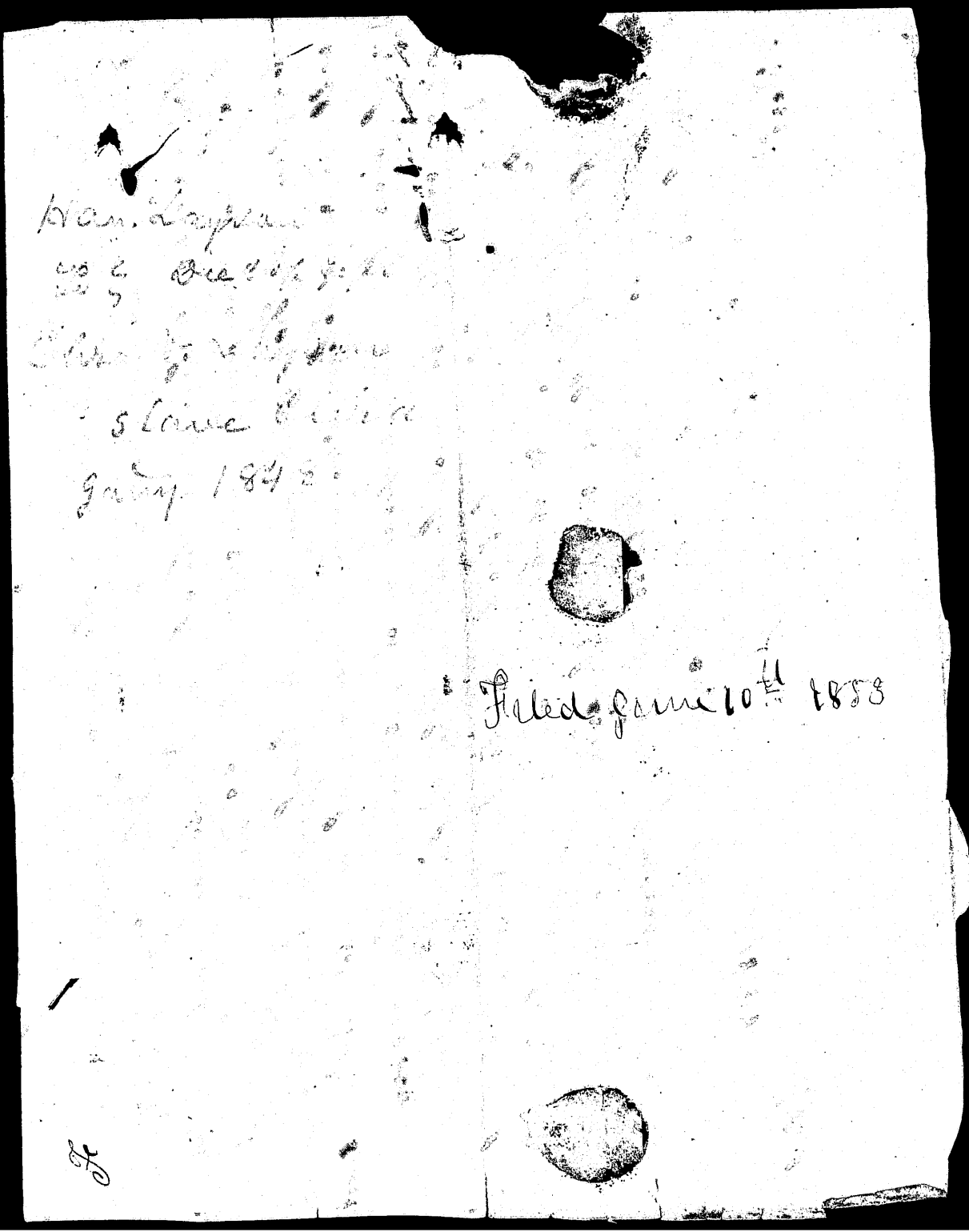
For and in consideration of the sum of one dollar to me paid in hand by Mary C Layson for Eliza Virginia Layson the receipt whereof is hereby acknowledged and for the love and friendship for said Eliza C Layson my grand daughter I Hannah Layson do hereby grant bargain and sell to said Eliza C Layson a negro girl named Eliza said girl was born my property and is slave for life reserving to myself the use and benefit of the labor of said girl during my life time but at my death said girl to be the property of said Eliza C Layson and this deed of gift and bill of sale authorises and empowers said Eliza C Layson to take and keep possession of said girl at or immediately after my death given under my hand and seal this January 1848.

Hannah Layson (Seal)

Test.

Isadok Hevok

Martin Baker



STATE OF MISSOURI, } Sct.
COUNTY OF PLATTE.

The State of Missouri, to the Sheriff of Platte County; Greeting:

You are hereby commanded to Summon William Rogers that he be and appear before the Judge of our Platte Circuit Court, in and for said County, on the first day of the next term thereof, to be holden at the Court House in Platte City, on Monday the 8-th day of September next, then and there to answer unto the Petition of Eliza Virginia Layson by her guardian May C. Layson

Wherein fail not, and have you then there this Writ.

Witness, WILLIAM C. REMINGTON, Clerk of said Circuit Court, with the SEAL thereof affixed at Platte City, on this 10-th day of June A. D. 185 3.

Wm C Remington clk

Executed by giving a Copy of the within writ of Summons and of the Petition annexed to the within named defendant William Rogers in Platte County Missouri on the 17th day of June 1853.

L. Shufford Shff

State of Missouri
County of Platte } ss

In the Circuit Court
September Term 1853

William L. Layson by Mary C. Layson
guardian of said William L. Layson Plaintiff
against
William Rogers Defendant

Plaintiff by his guardian Mary C. Layson states that in the month of January 1848, Hannah Layson, now deceased for the consideration of one dollar and for the love and ~~consideration~~ friendship, which she bore to Plaintiff her grandson, by a sealed instrument of writing, herewith filed, dated the ~~Nineteenth~~ and year aforesaid, granted, bargained and sold to plaintiff a slave named James Washington but commonly called Washington with this reservation only, that she the said Hannah Layson, should have the use and benefit of the labor of said slave during the lifetime of her the said Hannah Layson who as Plaintiff states, departed this life at the said county of Platte on or about the first day of October A. D. 1852, and that by the terms of said instrument of writing, he the said plaintiff was afterwards, to wit, on the fifth day of October 1852 was lawfully entitled to the possession of said slave. He by his guardian states that said slave is now of the age of fifteen years and worth eight hundred dollars, and that his annual

labor is worth seventy five dollars.

He by his guardian further states that she the said Mary C. Layson is the duly authorized and acting guardian of Plaintiff having been so appointed by the County Court of the County of Callaway in the State aforesaid on the 16th day of October A. D. 1852, and that she duly qualified as such guardian by giving bond on the day and year last aforesaid in accordance with law and the order of said last mentioned Court. He by his guardian files herewith a certified copy of the order of said Court appointing her guardian, and of her official bond as guardian.

He states that Defendant has possession of said slave James Washington commonly called Washington, and wrongfully and unlawfully detains him against the lawful claims of Plaintiff. He states that he made a special demand of Defendant for the possession of said slave on the day of May A. D. 1853

He by his guardian asks for judgment for said slave Washington specifically and for damages for the unlawful detention of said slave equal to the value of the annual labor of said slave from the fifth day of October 1852 till the rendition of judgment in this cause, and for at the rate of seventy five dollars a year costs of suit.

William L Layson
by Mary C Layson guardian

The said guardian Mary C. Layson makes oath and says, she believes the above pe-

tition and the matters therein as stated are
true—
Mary C. Lawson

Sworn to and subscribed
before me a Justice of the Peace within and
for the county of Callaway and State of
Missouri this first day of June 1853
H. Nicholas J. Peace

No 4

Wm L. Layson
by Mary E. Layson
guardian
vs
Wm Rogers

Action for
Slave

Filed June 10th 1873
Wm. Remington Clk
By W. B. Kinkead D.C.

Sheriff &c &c

The Clerk of the Circuit
Court will please issue
on the within petition.

Mason & Clark
atys for Plff

For and in consideration of the sum of one dollar to me paid in hand by Mary C. Layson for William L. Layson the receipt whereof is hereby acknowledged and for the love and friendship for said William L. Layson my grandson I Hannah Layson do hereby grant bargain and sell to said William L. Layson a negro boy named James Washington commonly called Washington said boy was born my property and is a slave for life reserving to myself the use and benefit of the labour of said boy during my life time, but at my death said boy to be the property of said William L. Layson and this deed of gift and bill of sale authorises and empowers said William L. Layson to take and keep possession of said boy at or immediately after my deathe given under my hand and seal this January 1848

Hannah Layson (seal)

Test

Zadok Hewett

Martin Bates Jr

Hannah Layton

to } Decree for

Mrs. L. Layton }

James Barkley

Chancery Court

Jany 1850

53

Filed January 10th 1850

W. B. Remington Clerk

by W. B. Remington Deputy

STATE OF MISSOURI, } Sct.
COUNTY OF PLATTE.

The State of Missouri, to the Sheriff of Platte County; Greeting:

You are hereby commanded to Summon William Rogers that he be and appear before the Judge of our Platte Circuit Court, in and for said County, on the first day of the next term thereof, to be holden at the Court House in Platte City, on Monday the 9-th day of September next, then and there to answer unto The Petition of William L. Layson by his guardian Mary C Layson

Wherein fail not, and have you then there this Writ.

Witness, WILLIAM C. REMINGTON, Clerk of said Circuit Court, with the SEAL thereof affixed at Platte City, on this 13-th day of June A. D. 185 3.

Wm C Remington Clk

Executed by giving a Copy of the within writ of Summons and of the Petition thereto annexed to the within named defendant William Rogers in Platte County Missouri on the 17th day of June 1853. L. S Shepard Sheff

State of Mississippi
County of Calloway } Sc.

I J. J. B. Grant Clerk of the County Court within and for said County do certify that at a County Court holden for said County at the Courthouse in the Town of Fulton in said County on the 18th day of October 1852, the following order and proceedings was had in said Court. (Court) = William C. Clayson and Robert S. Clayson Infant orphans of David S. Clayson dec'd came the age of 14 Years this day came into Court and in open Court chose of Mary C. Clayson as their Guardian. It is therefore ordered by the Court that the said Mary C Clayson be appointed Guardian for the said William C. Clayson, and Robert S. Clayson as aforesaid and for Elijah V. Clayson, Samuel W Clayson, and Elizabeth Clayson Infant orphans as aforesaid under the age of fourteen Years. Whereupon the said Mary C Clayson came into Court and accepts said appointments and entered into and executed Bond in the sum of Eight thousand dollars with Alfred J Moore and George Beatty as her securities who are approved by the Court Conditioned as the Law directs—

The following is a true copy of said Bond

Know all men by these presents that we Mary C. Clayson, Alfred J. Moore and George Beatty are held and firmly bound to the State of Mississippi, in the sum of Eight thousand dollars, for the payment of which

with and truly take the means, his lands and tenements for the faithful discharge of his duties as Guardian aforesaid and giving bond as such Guardian with good and sufficient security as required by law, and that he has not received any money or other property belonging to said minors, and that he has not any interest in the estate of said minors, and that he has not any claim against said minors, and that he has not any claim against said minors, and that he has not any claim against

No 3

Mary E. Layton's

Application as

Executrix

vs

Elijah H. E. Layton

Petition &c

Filed June. 10th. 1853

State of Mississippi
County of Calhoun } ss

I J. B. Grant clerk of the County Court within and for said County do certify that at a County Court held for said County at the Court-House in the Town of Fulton in said County on the 18th day of October 1852. The following order and proceedings were had in said Court, (Viz.)
"William C. Clayton and Robert S. Clayton Infant orphans of Josiah S. Clayton dec'd over the age of 14 Years this day came into Court and made choice of Mary C. Clayton as their Guardian. It is therefore ordered by the Court, that the said Mary C. Clayton be appointed Guardian for the said William C. Clayton & Robert S. Clayton as aforesaid and for Elijah V. Clayton. Samuel W. Clayton and Elizabeth Clayton Infant orphans as aforesaid under the age of 14 Years. Whereupon the said Mary C. Clayton came into Court, and accepted said appointment and entered into and executed Bond in the sum of Eight thousand Dollars with Alfred J. Moore and Geo. Beatty as her security, who are approved by the Court and delivered as the law directs. Upon which said bond the following is a true copy, Viz,
"Know all men by these presents that we Mary C. Clayton, Alfred J. Moore & Geo. Beatty, are held and firmly bound to the State of Mississippi, in the sum of Eight thousand Dollars. for the payment of which well and truly to be made, we bind ourselves our heirs &c Jointly severally and firmly by these presents Sealed with our seals and dated this 18th day of October A.D. 1852. The condition of the

above bond is such, that whereas the above bounden Mary C. Sayson has been at the present October Term of the County Court in and for Callaway County Mo. chosen and appointed Guardian for William L. Sayson, Robert S. Sayson, Elijah R Sayson, Samuel M Sayson and Elizabeth Sayson Infant orphans of Isaiah S. Sayson dec'd. Now if the said Mary C. Sayson shall well and faithfully discharge all of the duties of Guardian, according to Law. Then the above bond to be void otherwise to remain in full force

Signed Sealed &c.
in presence of
O P Grant d

Mary C. Sayson (Seal)
Alfred J Moore (Seal)
Geo Beatty (Seal)

State of Missouri
County of Callaway } ss

I O. P. Grant Clerk of the County Court within and for said County do certify that the above is a true copy of the order appointing Mary C Sayson as Guardian, and of her Bond, as fully as the same appears of Record and on file in my office

In Testimony whereof I have hereunto set my hand & affixed the Seal of said Court at office this 22d day of April 1853

O. P. Grant dk

No 2

Mary E. Layson's
Appointment as
Guardian —
of &c
William L Layson. Boud
Elizabeth E Layson
Robert L Layson
Samuel W Layson
Elbyza V Layson.
infant heirs

Exhibit —

Filed Jan 10th 1853

State of Missouri
County of Callaway } ss

I, J. J. B. Grant Clerk of the county Court within and for said county, do certify that at a county Court holden for said county at the Court House in the town of Fulton in said county on the 18th day of October 1852, the following order and proceedings were had in said Court, to wit, William L. Layson and Robert L. Layson infant orphans of Josiah L. Layson deceased over the age of 14 years this day came into Court and made choice of Mary C. Layson as their guardian. It is therefore ordered by the Court that said Mary C. Layson be appointed guardian for the said William L. Layson and Robert L. Layson as aforesaid and for Elvira V. Layson, Samuel W. Layson, and Elizabeth Layson infant orphans as aforesaid under the age of fourteen, whereupon the said Mary C. Layson came into Court and accepted said appointment and entered into and executed bond in the sum of eight thousand dollars with Alfred J. Moore and George Bartley as her securities who are approved by the Court conditioned as the law directs

The following is a true copy of said bond, to wit, Know all men by these presents that we, Mary C. Layson, Alfred J. Moore, and George Bartley are held and firmly bound to the State of Missouri in the sum of eight thousand dollars, for the payment of which well and truly to be made

we bind ourselves, our heirs &c jointly, severally and firmly by these presents, sealed with our seals and dated this 18th day of October A. D. 1852. The condition of the above bond is such that Whereas the above bounden Mary C. Layson has been at the present October Term of the county Court in and for Calloway county, Mo. chosen and appointed Guardian for William L. Layson, Robert L. Layson, Eliza V. Layson, Samuel W. Layson and Elizabeth Layson infant heirs of Josiah S. Layson decd. Now if the said Mary C. Layson shall well and faithfully discharge all the duties of Guardian according to law. Then the above bond to be void otherwise to remain in full force.

Signed sealed & ackd
in presence of
J. B. Grant ck

Mary C. Layson (Seal)
Alfred G. Moore (Seal)
Geo. Bartley (Seal)

State of Missouri }
County of Calloway } ss

I, J. B. Grant clerk of the County Court within and for said county, do certify that the above is a true copy of the order appointing Mary C. Layson Guardian and of her bond as fully as the same appears of record and in file in my office.

In testimony whereof I have hereunto set my hand & affixed the seal of said Court at office this 22nd day of April 1853

J. B. Grant ck
"

No 1

Mary E. Laysan's
appointment of
Guardian

Filed June. 10th 1853

/

Elizabeth E Dayson by her
Guardian Mary E Dayson } Plaintiff,
vs } Answer,
William Rogers - Defendant

In the Circuit Court of Platte County of
September Term 1853.

Platte County Sct,

The Defendant William Rogers for answer to plaintiffs petition says, that he admits that he has the possession of the Negro slave John Henry, and that he was demanded from him as stated, but he denies that he unlawfully and unlawfully detains from said slave, against the lawful claims of Plaintiff. This defendant expressly denies that said slave John Henry is the property of, or belongs to plaintiff. This defendant states that said slave John Henry was the property of Hannah Dayson deceased, who died intestate, and Defendant administered on her estate and this slave John Henry came into the possession of Defendant as assets of that estate, and Defendant states that said estate is indebted to an amount equal to the whole value of this slave and all other effects so as to require this slave for the payment of the Creditors of said estate which will appear by a Copy of the records of the Probate Court herewith filed - Defendant denies the legal validity of the deed of gift set out in plaintiffs petition from Hannah Dayson to plaintiff, as against Creditors for the reason first that said slave John Henry was not Conveyed, if Conveyed at all, for a Consideration deemed valuable in law, and because the possession after said slave John Henry did not really and bona fide accompany said gift, that it was not pretended that possession did or was intended to accompany said gift either to plaintiff or to Mary E Dayson her Mother and guardian, but by the very terms of the Conveyance the Contrary is the fact, and the fact is there was no change of the possession but Hannah Dayson retained the possession of said slave until she died, nor was this writing purporting to Convey

this deed acknowledged or proved and recorded in the County in which said Hannah Dayan then resided, — Defendant furthermore denies that the paper filed in said partition and purporting to be a deed of gift for the claim John Denny to plaintiff, was signed by said Hannah Dayan he denies that it is her deed and demands proof of the fact, and having fully answered prays to be dismissed with his costs,

William Rogers

William Rogers the Defendant makes oath and says that the foregoing answer and the matters therein stated, as stated he believes to be true,

William Rogers

Sworn to and subscribed before me this 6th of Sept. 1858

W. C. Remington Clerk

By W. B. Reynolds Deputy

911

Elizabeth Clayson

by her guardian Mary Clayson

[illegible]

William Rogers

Remington Arms Co.

Factory Copy 1.25

Mary E Dayson, Eliza Virginia Dayson,
By her guardian Mary E Dayson, Robert D Dayson
By his Guardian Mary E Dayson, William D Dayson
By his guardian Mary E Dayson, Elizabeth E Dayson } Plaintiffs
By her guardian Mary E Dayson, Samuel M Dayson
By his Guardian Mary E Dayson, William Robinson
And his Wife Hannah Robinson

M. E Answer,

William Rogers — Defendant,

In the Circuit Court of Dispatch
Term 1853,

Platte County Court,

The Defendant William Rogers for answer to plaintiffs petition says, That he admits that he has the possession of the said Diane Wesley, and that he was demanded from him as stated, but he denies that he wrongfully and unlawfully detains plaintiffs said Diane against the lawful claims of plaintiff. This defendant expressly denies that said Diane Wesley is the property of, or belongs to plaintiffs. This defendant states that said Diane Wesley was the property of Hannah Dayson now deceased and that during her life time on the 25th day of September Eighteen hundred and fifty, this defendant purchased of said Hannah Dayson the said Diane Wesley for a valuable Consideration that at that day he purchased the said Diane Wesley together with Martha a woman about Twenty years old, Washington a boy about twelve or thirteen years old, Eliza, a girl one or ten years old, and Benjamin an infant of the said woman Martha for the Consideration of two thousand dollars, and took for said slaves a bill of sale of that date, which is annexed to the petition of Eliza Virginia Dayson, which said Consideration was then a fair price for said slaves, Defendant states that said Consideration has been fully paid, that previous to said purchase the said Hannah was

indebted to him in the sum of $841. Dollars. which was settled and fully admitted by said Hannah at the time of said purchase And Defendant then executed his notes to her for the balance being $1159 Dollars, which as the administrator of the said Hannah, defendant produced to the Probate Court and had himself charged with that amount, so that he has thus fully paid off the whole of the said sum of Two thousand dollars; And is a purchaser in good faith and for Valuable Consideration. — Defendant denies the legal validity of the deed of gift set out in Plaintiffs petition from Hannah Dayson to Benjamin G Dayson as against a subsequent purchaser for Valuable Consideration. for the reason first, that said Slave Wesley was not conveyed, if conveyed at all, for a consideration deemed valuable in law, and because the possession of said Slave Wesley did not really and bona fide accompany said gift, that it was not pretended that possession did, or was intended, to accompany said gift, either to said Benjamin G Dayson or to Mary C Dayson his Mother and guardian. but by the very terms of the conveyance the contrary is the fact, and the fact is there was no change of the possession, but Hannah Dayson retained the possession of said Slave until she sold him to Defendant as aforesaid, and that this writing purporting to convey this Slave was not acknowledged or proved and recorded in the County in which said Hannah Dayson then resided, but on the contrary thereof said writing was secreted and concealed, and Defendant had no knowledge then was any such paper, he states the fact to be that he was frequently pressed and importuned by letters from Hannah Dayson, who was his Mother in law, to come down from Platte County where Defendant lived to Calloway County where said Hannah Dayson and Plaintiffs lived, to bring her said Hannah and her property up to this County, promising to sell said Slave to Defendant, and pay off the indebtedness of said Hannah to Defendant, And Defendant at length gave consent to go after her, And when he got to Calloway County and even before, he heard flying rumors that said Hannah had disposed of her

Negros to Some of the Relations in Calloway County, but Could learn no thing definite about it, he determined not to interfere in such an event, And went to the Sources from whence he was most likely to learn the truth, and Could learn nothing Satisfactory on the Subject; he Sent to the Recorders office an attorney to examine there, and found no Record, he Went to William Bennett who was One of the Relations, and the one of all others most likely to Know, as the old Lady had been living with him for nearly two years, and enquired of him, but Could learn nothing whatever from him of any Conveyance, He then went to Mary Clayson the Mother and guardian of Said Benjamin Clayson Said Mary being the daughter-in-law of Said Hannah, and Could learn from her nothing Satisfactory to him on that Subject, He approached the old Lady and She told defendant there never had been any Conveyance, and proposed at once to Convey to Defendant, So that Defendant had no Knowledge of the existence of Said Paper, And So far as he had information sufficient to Sent him to the Record, he did avail himself of that information for that purpose, and it availed him nothing, and Defendant became fully Satisfied there was no Sale, gift or incumbrance, And he was the more confirmed to this belief from the facts, that Mary Clayson herself assisted him in getting the old Lady and Slaves away, and Rent her Son with a horse with them a part of the way, Knowing that the old Lady intended to Convey the Slaves to Defendant for Defendant told her So, And from the further fact that the old Lady told him She had burned up Some papers that had existed be- tween Mary Clayson and her, And from this defendant now believes that when these papers were executed, if they ever executed, there was another Paper executed by Mary Clayson binding herself to provide for, and take Care of, the old Lady during her life, and this defendant believes he Can procure evidence of the existence of Such a Paper and will endeavor to do So, Defendant denies that the paper filed in Said petition, and purporting to be a

deed of gift for the Claim Wesley to Benjamin G Dayson was signed by said Hannah Dayson, He denies that it is her deed and demands proof of the fact, and having fully answered prays to be dismissed with his costs

William Rogers

William Rogers the Defendant, Maketh oath and Says that the foregoing answer and the Matters therein stated, as to that he believes to be true, ~~Sworn under my hand this 3 day before me~~

William Rogers

Sworn to Subscribed before me this 6th of Sept. 1853
W. C. Remington Clerk
By W. B. Kinyon Deputy Clerk

Filed Sept. 7. 1853
W. C. Remington
Clerk

Atty's Depositions

W. B. Adams
William Rogers
No 6.

William L Dayson By his
Guardian Mary Ed Dayson
vs
William Rogers - Defendant,

In the Circuit Court of September Term 1853.

Platte County Scit,

The Defendant William Rogers for answer to Plaintiffs petition says, that he admits that he has the possession of the said slave Washington, and that he was demanded from him as stated, but he denies that he wrongfully and unlawfully detains him said slave, against the lawful claims of plaintiff. This defendant expressly denies that said slave Washington is the property of, or belongs to plaintiff. The Defendant states that said slave Washington was the property of Hannah Dayson now deceased, and that during her lifetime, on the 25th day of September Eighteen hundred and one fifty, this defendant purchased of said Hannah Dayson the said slave Washington for a Valuable Consideration, that on that day he purchased the said Washington together with Martha a woman about twenty years old, Wesley about seventeen, Eliza a girl about ten years old and Margaret an infants of the said Woman Martha for the Consideration of two thousand Dollars, and took for said slaves a bill of Sale of that date, which is filed with the petition of Eliza Virginia Dayson - Which said Consideration was then a fair price for said slaves, Defendant states that said Consideration has been fully paid, ~~that for said purchase the said Hannah was indebted to him~~ in the sum of $841. Dollars, ~~which~~ was settled and fully admitted by her at the time of said purchase, and defendant then executed his note to her for the balance being $1159 Dollars, which, as the administrator of said Hannah, Defendant produced to the

probate Court of Platte County and had himself charged with that amount, so that he has thus fully paid off the whole of the said sum of ~~the~~ Two thousand dollars - and is a purchaser in good faith and for valuable Consideration - and to be considered also as a creditor Defendants deem the legal validity of the deed of gift set out in Plaintiffs petition from Hannah Dayson to Plaintiff, as against a subsequent purchaser for valuable Consideration, for the reason, first, that said Elam Washington was not Conveyed, if Conveyed at all, for a Consideration deemed Valuable in law, and because the possession of said Elam Washington did not really and bona fide accompany said gift, that it was not pretended that possession did, or was intended to, accompany said gift, either to Plaintiff or to Mary E. Dayson his mother and guardian, but by the very terms of the Conveyance the Contrary is the fact, and the fact is there was no change of the possession, but Hannah Dayson retained the possession of said Elam until she sold him to Defendant as aforesaid, and again this writing purporting to Convey this Elam was not acknowledged or proved and recorded in the County in which said Hannah Dayson then resided, but on the Contrary thereof said writing was secreted and Concealed, and defendant had no knowledge that there was any such paper, he states the fact to be that he was frequently pressed and importuned by letters and otherwise, from Hannah Dayson, who was his mother-in-law, to Come down from Platte County where defendant lived, to Calloway County where said Hannah Dayson and plaintiff lived, to bring her said Hannah and her property up to this County, promising to sell said Elam to defendant and pay off the indebtedness of said Hannah to defendant, and he defendant at length Consented to go after her, and when he got to Calloway County, and even before, he heard flying rumors that said Hannah had disposed of her negroes to some of the relations in Calloway County, but could learn nothing definite about it, he determined not to interfere in such an event, and went to the County from whence he was most likely to learn the truth, and could learn nothing satisfactory on the subject, he sent to the recorder's office an Attorney to examine

then, and formed no record. he went to William Kennett, who was One of the relations, and the one of all others most likely to know, as the old lady had been living with him for nearly two years, and enquired of him, and could learn nothing whatever from him of any Conveyance. He then went to Mary Days on the Mother and guardian of plaintiff, David Mary being the daughter-in-law of said Hannah, and could learn from her nothing Satisfactory to him on that Subject, He approached the old lady and She told defendant there never had been any Conveyance and proposed at once to Convey to defendant, So that defendant had no knowledge of the existence of said paper, and So far as he had information sufficient to put him to ascertain, he did avail himself of that information for that purpose, and it availed him nothing, and defendant became fully Satisfied there was no Sale, gift or incumbrance, And he was the more confirmed to this belief from the facts, that Mary Days on herself assisted him in getting the old lady and Slaves away, and put her on with a horse apart of the way, Knowing that the old lady intended to Convey the Slaves to defendant, for defendant told her So, And from the further fact that the old lady told him She had burned up Some papers that had existed between Mary Days on and her, and from this defendant now believes that when these papers were executed, if ever executed, there was another executed by Mary Days on binding herself to provide for, and take Care of, the old lady during her life, and defendant believes he can produce evidence of the existence of such a paper and will endeavor to do So. Defendant denies that the paper filed in said petition, and purporting to be a deed of gift, for the Slave Washington to plaintiff, was Signed by David Hannah Days on, He denies that it is her deed, and demands proof of the fact, And having fully answered prays to be discharged with his costs.

William Rogers -

William Rogers the Defendant makes oath and Says that the foregoing answer and the facts therein Stated, as Stated, he believes to be True.

William Rogers

Sworn to and Subscribed before me the undersigned this 14th day of September 1853

W. C. Remington Clerk
By W. B. Stanley Kendall D.C.

H. L. Bates

D.

42

William D Saysnder,

vs

Amanes,

William Rogers

Filed Sept. 7. 1813
M. C. Remington
Clk

Remington fee $2.00
for this cap

Eliza Virginia Rayson
By her Guardian Mary Rayson } Plaintiffs
vs } Answer -
William Rogers - Defendant,

In the Circuit Court of Platte County at
September Term 1853.

Platte County Scit,

The Defendant William Rogers for answer to Plaintiffs petition says, that he admits that he has the possession of the said Slave Eliza, and that he was demanded from him as stated, but he denies that he wrongfully and unlawfully detains her said Slave, against the lawful claims of Plaintiff. This defendant expressly denies that said Slave Eliza is the property of, or belongs to Plaintiff. This Defendant states that said Slave Eliza was the property of Hannah Rayson now deceased, and that during her lifetime on the 25th day of September Eighteen hundred and fifty this Defendant purchased of said Hannah Rayson the said Slave Eliza for a Valuable Consideration that on that day he purchased the said Eliza together with Martha a woman about twenty years old, Wesley a boy about seventeen, Washington a boy about twelve or thirteen years old and Margaret an infant of said woman Martha for the Consideration of two thousand Dollars, and took from said Slaves a bill of sale of that date, which is here to attached as Exhibit No. 1. which said Consideration was then a fair price for said Slaves. Defendant states that said Consideration has been fully paid. that previous to said purchase the said Hannah was indebted to him in the sum of $ 811. Dollars, which was settled and fully admitted by her at the time of said purchase, and Defendant then executed his note to her for the balance being $ 1159- Dollars, which as the administrator of said Hannah Defendant produced to the Probate Court and

had himself charged with that amount so that he has thus fully paid off the whole of the said sum of Two thousand dollars - and is a purchaser in good faith and for valuable Consideration - Defendant denies the legal validity of the deed of gift set out in plaintiff's petition from Hannah Dayson to plaintiff's, as a against defendant purchaser for valuable consideration for the reasons first that said slave Eliza was not conveyed, if conveyed at all, for a consideration deemed valuable in law, and because the possession of said slave Eliza did not really and bona fide accompany said gift or conveyance, that it was not pretended that possession did, or was intended to, accompany said gift either to plaintiff or to Mary E Dayson her mother and guardian, but by the very terms of the conveyance the contrary is the fact, and the fact is there was no change of the possession, but Hannah Dayson retained the possession of said slave until she sold her to ~~slave~~ defendant as aforesaid, and further says that this writing purporting to convey this slave was not acknowledged or proved and recorded in the County in which said Hannah Dayson then resided, But on the contrary thereof said writing was secreted and concealed, and defendant had no knowledge that there was any such paper, he states the fact to be that he was frequently pressed and importuned by letters, and otherwise from Hannah Dayson who was his mother in law to come down from Platte County where defendant lived to Callaway County where said Hannah Dayson and plaintiff lived to bring her and her property up to this County, consenting to sell said slaves to defendant and pay off the indebtedness of said Hannah to defendant, and he defendant at length consented to go after them, and when he got to Callaway County, and even before, he heard flying rumors that said Hannah had disposed of her negroes to some of the relations in Callaway but could learn nothing definite about it, he determined not to interfere in such an event, and went to the County from whence he was most likely to learn the truth, and could learn nothing satisfactory on the subject, he went to the Recorders office an attorney to examine them and found no record, he

went to William Kennet, who was one of the relations, and the one of all others most likely to know as the old lady had had been living with him for nearly two years, and against him, and could learn nothing whatever from him of any Conveyance, he then went to Mary C Dyson the Mother and guardian of Plaintiff who was then an infant and Mary being the daughter-in-law of said Hannah, and could learn from her nothing Satisfactory to him on that subject, he approached the old lady and she told defendant there never had been any Conveyance and proposed at once to convey to Defendant. So that defendant had no knowledge of the existence of said papers. And so far as he had information different to send him to a Ranch. he did avail himself of that information for that purpose, and it availed him nothing and Defendant became fully Satisfied there was no such gift or incumbrance. And he was the more confirmed in this belief from the fact that Mary C Dyson hardly assisted him in getting the old lady and Clothes away and sent them down with a horse a part of the way, knowing that the old lady intended to convey the Clothes to Defendant, for Defendant told her so, And from the further fact that the old lady told him she had burned up some papers that had existed between Mary C Dyson and her, and from this Defendant knew believes that when these papers were executed, if executed at all, there was another paper executed by Mary C Dyson binding herself to provide for and take Care of the old lady during her life, and this Defendant believing he can prove these evidence of the existence of such a paper and will on demand to do so,. Defendant denies that the Papers filed in said petition and purporting to be a deed of gift for the Clothes Eliza to Plaintiff or any Signed by said Hannah he denies that it is her deed and demands proof of the fact, And having fully answered prays to be dismissed with his Costs

William Rogers

William Rogers the Plaintiff makes oath and says that the fore

going answer and on matters therein stated, as stated, are true.

William Rogers

Sworn to and Subscribed before me, the 26th day of September 1853.

W. C. Remington Clerk.
By W. B. Stilz Cert Clerk D.C.

Filed Sept. 27. 1853
B. C. Remington
Clerk

William Rogers
vs
Eliza D. Dyer & c.

93

An Inventory of the Money and effects of Hannah Lason late of Platte County Deceased.

One Note on Wm Rogers Drawn 25th day Sept AD 1850 One Twelve Months after date for Eleven Hundred and fifty Nine dollars

Also One obligation on Many to Lason for Twenty Dollars a Year during the Natural Life of said Hannah Lason Drawn Eleventh day of Sept AD 1850 first payment due 25th day of Dec AD 1851 upon which is a Credit of Twenty Dollars being the Amount of the first payment

Money on hand None, we do Certify the foregoing to be a true Inventory of the book Papers Money &c said Hannah Lason deceased - Given under our hands this 29th Oct AD 1853

William Rogers Adm'r
Hiram Spicer
James H Berry

An Inventory of the Goods Chattles & Personal & real Estate of Hannah Lason Deceased. Viz

One Negro boy John about 6 Year old
1 Side Saddle
1 Pr Spectacles
1 Bead Stead & Clothing

I do hereby Certify that the foregoing is a true Inventory Given under my hand this 29th day of Oct 1853

William Rogers, Adm'r of the Estate of Hannah Lason Dec'd

State of Missouri }
County of Platte }

I Jas L Sprott Judge of the Probate Court within and for said County and State do hereby Certify that the above and foregoing Contains a true and perfect ~~Inventory~~ Copy of the Inventory of the Personal Estate of Hannah Lyon deceased as filed in this Office by William Rogers the Administrator thereof on the 2d day of November AD 1853 & as now Remains of file in this Office

In Witness Whereof I have hereunto set my Name and affixed the Seal of said Court at Office in Platte City this 2d day of Sept AD 1853

Jas L Sprott. Probate
Judge Platte County Mo

Fees Probate Judge .75 cts

Eliza Virginia Layson by
May C Layson her Guardian Plff
vs } Petition
William Rodgers defendant } In the Circuit Court
of Platte County State of
Missouri

To William Rodgers

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 office of the Clerk of the Circuit Court of Callaway County in the town of Fulton in said County and State of Missouri on the 2nd day of February A D 1854 between the hours of 8 Oclock in the forenoon and 6 Oclock in the afternoon of said day; and that the taking of said depositions if not completed on that day, will be continued from day to day at the same place, and between the same hours until completed

Platte City Dec 7, 1853

Eliza Virginia Layson
by May C Layson Guardian
By Wilson & Clark Attys

Executed by giving a copy of the within notice to the within named on the 20th day of December 1833. in Platte County Missouri

L. Shepard Sheriff

Elijah Orgain Esq for
Wm Wood & Lay for Executor
vs
William Rodgers

Notice & Ads
Superintendents

Sheriff's fee, $2

Elizabeth E Layson
By Mary C Layson
Jr. } Petition
William Rodgers

} In the Circuit Court
} of Platte County
State of Missouri

To William Rodgers

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 office ~~of the Clerk~~ of the Clerk of the Circuit Court of Callaway County in the Town of Fulton in Said County and State of Missouri on the 2nd day of February A.D. 1884 between the hours of 8 Oclock in the forenoon and six Oclock of the afternoon of Said day and that the taking of the 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 —

Platte City Dec 17, 1883

Elizabeth E Layson By
Mary C Layson her Guardian
By Wilson & Clark her attys

Executed by giving a copy of the within notice to within named on the 20th day of December 1853. in Platte County Mo.

L. Shepard Sheriff

Subscribed and sworn to before me this 20th day of December 1853

Sheriff's fees $3.00

20

William L Lawson
By Mary C Lawson his Guardian
vs Petition
William Rodgers Dft In the Circuit Court
of Platte County Mo
of Missouri

To William Rodgers

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 office of the Clerk of the Circuit Court of Callaway County, in the town of Fulton in said County and State of Missouri on the 2nd day of February A D 1854 between the hours of 8 Oclock in the forenoon and 6 Oclock in the afternoon of that day, and that if the taking of said deposition be not completed on the said day the taking of them to be continued from day to day in the same place between the same hours until Completed

Platte City - Dec 17, 1853

William L Lawson By
Mary C Lawson his Guardian
By Wilson Clark his atty

Executed by giving a Copy of the
within notice to the within named
on the 20th day of December 1833.
in Platte County.

L. Shepard Sheriff

Millain & Leyton
My Mary & Layton Securities
vs
William Rodgers

Notice to take
Depositions

Sheriff's Fee, 50

20

Mary C Lawson, Elizabeth Virginia Lawson by her guardian Mary C Lawson, Robert S Lawson by his guardian Mary C Lawson William L Lawson by his guardian Mary C Lawson, Elizabeth E Lawson by her guardian Mary C Lawson, Samuel M Lawson by his Guardian Mary C Lawson, William Robertson and his Wife Hannah Robinson Plaintiffs—

Against } Petition } In the Circuit Court.
William Rodgers Defendant } of Platte County, State of Missouri

To William Rodgers

You are hereby notified, that depositions of Witnesses to be read in evidence in the above cause on the part of the plaintiffs will be taken at the office of the Circuit Clerk of Callaway County in the town of Fulton in said County and State of Missouri on the 2nd day of February A.D. 1854. between the hours of 8 Oclock in the forenoon and 6 Oclock in the afternoon of said day; And that the taking of said depositions if not completed on that day will be continued from day to day at the same place and between the same hours, until completed.

Platte City - Dec 17th 1853

Mary C Lawson et alias
By Wilson & Clark their attorneys

Executed by giving a Copy of the
within notice to the within named on
the 20th day of December 1853 in Platte
County Missouri. L. Shepard Sheriff

Mary C. Lawton
& others
vs
William Rodgers

Notice to take
Depositions

Sheriff

The undersigned attorneys in the case of Mary C Layton Executrix of Williams, Eliza Virginia, Eubyabi W. Layton & of Robertson & Wife Jas Milburn Rogers agree that the original deeds of Gift from Hannah Layton to said Wms or either of them be withdrawn from the files of the Circuit Court by leaving Copy of the Same for the purpose of Carrying as Evidence the execution of said instruments & This 20th Dec 1853

Jno Rea atty for Defendants
Milburn & Clark atty for Plffs

Layson
&
agreement
Rogers

&

attorneys

Filed Dec. 20/53
W. C. Remington
Clerk

For and in Consideration of the Sum of one dollar to me paid in hand by Mary C Lawson for William L Lawson, the receipt whereof is hereby acknowledged and for the love and friendship for said William L Lawson My Grandson Hannah Lawson do hereby, grant, bargain and sell to said William L Lawson a negro Boy named James Washington, Commonly called Washington, Said boy was born my property and is a Slave for life, reserving to Myself the use and benefit of the Labor of Said boy during My lifetime, but at My death, Said boy, to be the property of Said William L Lawson and this deed of Gift and bill of Sale authorizes and empowers Said William L Lawson to take and keep possession of Said boy at or immediately after My death.

Given under My hand and Seal this January 1848.

Hannah Lawson (Seal)

Test
Jadock Hood
Martin Baker Jr

The original of which the above is a true copy, was by agreement of parties taken out of this office for the purpose of taking Depositions

Dec. 20/58 W. Mennifee Clk

Copy of Bill of Sale

Clerk fee 50

For and in Consideration of the Sum of one dollar to me in hand paid by Mary C Layson for Elizabeth E Layson, the receipt whereof is hereby acknowledged and for the love and friendship for ~~the~~ said Elizabeth E Layson My Grand Daughter, I Hannah Layson do hereby, Grant, Bargain ~~and~~ Sell to said Elizabeth E Layson a Mulatto Child named John Henry said Child was born My property and is a Slave for life reserving to myself the use and benefit of the labor of said boy during My life time, but at My death said boy, ~~he or boy~~ or Child to be the property of said Elizabeth E Layson and this deed of Gift and bill of Sale authorizes and empowers said Elizabeth E Layson to take and keep possession of said Child at or immediately after My death, Given under My hand and Seal this January 1848

Hannah Layson (Seal)

attest—
Gadsby Hook
Martin Barker jr

Copy

The original of which the above is a true copy was by agreement of parties taken out of this Office Dec. 20/55-3 N. C. Pennington Clerk

Copy of Bill
of Sale

Clerk fee 50

Zadock Hook on his examination and which are referred to by him and said Martin Baker in their depositions and that the instrument of writing herein enclosed marked C is the same writing that was shown to the Samuel Darby on his examination and which referred to by him in his deposition Given under my hand this 3d day of February 1854

Thomas Patton J P

Costs

Justice fees to writing 5500 words		$5.50
Certificates & issue in number		2.25
to administering Oath to		40
Zadock Hook writing 1 day 12 miles		1.10
Martin Baker " 1 " 15 "		1.25
Samuel Darby " 2 " 20 "		2.00
Arthur Neal " 2 " 18		1.90
George Bailey subpoena		50

I certify that the above bill of costs is correct and paid by plaintiff

Thomas Patton J P

We the undersigned attys for the parties respectively, agree that the above depositions so far as they may contain evidence applicable to the issues in the case pending in the Platte Circuit Court between Elizabeth E. Lawson by Mary C. Lawson guardian Plaintiff and William Rogers Defendt shall be used in all respects as if said depositions were specially taken for that particular case Nothing herein contained shall be so construed as to debar either either party of his or her objections to any part of

of said Depositions or either of them on account of illegality, irrelevancy or incompetency of the same as evidence in said cause.

This Feb. 3rd 1854

Charles B. Hardin atty for
Elizabeth C. Hayson Plff
John Jameson atty for
William Rogers

Wm Preston
James Priest
Jacob Wolfe
Nicholas Baker
Benj. Hinton
Jonathan Keck
Sebastian Keck
Reuben Keck

STATE OF MISSOURI, } SCT.
COUNTY OF PLATTE,

THE STATE OF MISSOURI,

To Thomas L. Pratt, Wm. Rile, James Sd, Perry & Ulyes Marshall

You are hereby commanded to be and appear before the Judge of our Platte Circuit Court, at the Court house in Platte city, on the Ninth day of March 185 4, to give evidence between Mrs L. Layson by Mary C. Layson Guard. Plaintiff, and William Hoges Defendant, on the part of the Defendant

Fail not at your peril.

Witness, WILLIAM C. REMINGTON, Clerk of said Circuit Court, with the SEAL thereof affixed, at Platte city, the 21st day of February 185 4.

Wm. C. Remington Clerk.
By Wd. T. Kuykendall Defd

Wm. L. Dayson By M. B. Dayson
Atty Fia,
William Rogers

Summon-
Thomas S. Pratt
William S. Pate
James H. Perry &
Ulysses Marshall

Sheriffs Fee 2,00

For March Ct. 11

Summons Issued To March
Ct. 1834.
L. Shipman D. Clk

STATE OF MISSOURI, } SCT.
COUNTY OF PLATTE, }

THE STATE OF MISSOURI,

To Joseph St Clerk Ulisus Marshall Jane Marshall Hiram Spicer Eliza Spicer John Brew Absalem Waller Jane Rule James, S, Robinson

You are hereby commanded to be and appear before the Judge of our Platte Circuit Court, at the Court house in Platte City, on the Ninth day of March 1854, to give evidence between Mrs Layson by N. C. Layson Plantiff and Mrs Rogers Defendant on the part of the Plaintiffs

Fail not at your peril.

Witness, WILLIAM C. REMINGTON, Clerk of said Circuit Court, with the Seal thereof affixed, at Platte City, the 23rd day of February 1854.

N. C. Remington Clerk.

Wm L Layton
" Lyda
Wm Boyd
Simmons
Joseph Gibbs
Elias Marshall
Jane Marshall
Hiram Spicer
Eliza Spicer
John Drew
Absalom Miller
Jane Rule
James S. Robinson

Sheriff fee 4.50
for 10

Served on the Com. Aforesaid
L. Shuffield D. Sheriff

William D Lagow

2 3 3 Depositions,

William Rogers

Sept —

1854

STATE OF MISSOURI, } SCT.
COUNTY OF PLATTE, }

THE STATE OF MISSOURI,

To Kitty Ann Perry

You are hereby commanded to be and appear before the Judge of our Platte Circuit Court, at the Court house in Platte City, on the 9th day of March 185 4, to give evidence between Wm L. Sayers by his Guardian Plaintiff and Wm Rogers Defendant on the part of the Plaintiff

Fail not at your peril.

Witness, WILLIAM C. REMINGTON, Clerk of said Circuit Court, with the Seal thereof affixed, at Platte City, the 9th day of March 185 4.

W. C. Remington Clerk.

By W. G. Stuy Deputy Clk.

Executed by Ecclesy this written in the
County of this within named on this 20th day
of March 1834.

Jno L. Lagow
vs
Philimon Rodgers

Summons
~~Kelly Ann Berry~~
Kelly Ann Berry

Sheriff's fee 50

for 9 D

William Rogers
Vs } account $1159,00 cents
Administrator of the Estate of
Hannah Layson deceased }

The service of legal notice having been waived in open Court by the Administrator Pro-tem of said Estate and the cause continued to this day; the parties appear and are ready for trial; and the Plaintiff having taken the necessary oath of offsets and credits, and the Court sitting as a jury allows the Plaintiff against the Defendant the sum of $1159, 00 cents for his debt with costs of suit and assigns said debt to the fifth Class."

State of Missouri }
County of Platte } ss

I Wm C Baker Clerk of the Probate Court in and for said County of Platte; Certify that the above and foregoing is a full, true and perfect transcript of the record of said Court in the matter wherein William Rogers is Plaintiff and the Administrator of the Estate of Hannah Layson deceased is defendant as the same now appears of record in said Court

Witness Wm C Baker Clk of said Court with the seal thereof affixed at office in Platte City on this 9th March A D 1854

Wm C Baker Clk

Probate fees $1,50

State of Missouri }
County of Platte } ss

Be it remembered that at a Term of the Platte County Probate Court begun and held at the Court House in Platte City on Monday the seventh day of February A.D. 1853 and on the fifth day of said Term the same being the 11th day of said month; Present the Hon James Thurpendall Judge of said Court, among other the following proceedings were had and made, to wit;

"William Rogers
vs } account $1159,00 cents
Administrator of the estate of
Hannah Layson deceased }

The Plaintiff who is also Administrator of the estate of said Hannah Layson deceased files account against said estate; whereupon the Court appoints James G Pratt administrator pro-tem of the said estate; who appears and waives the service of legal notice in open Court and by request and consent of parties the cause is continued until the 26th instant."

And afterwards to wit on the Twenty sixth day of the said month of February A.D. 1853, said Probate Court having met pursuant to adjournment; Present the Hon James Thurpendall Judge thereof among the rest the following business was transacted, to wit;

Wm Rogers
vs
Hannah Logan Estate

Transcript

William Rogers
vs
Estate of Hannah Lay-
son decd

Transcript

Probate Jus Spreads $1.25

Depositions of witness produced, sworn and examined on the 2nd day of February 1854 between the hours of eight o'clock in the forenoon and six o'clock in the afternoon, at the office of the Clerk of the Circuit Court of Calloway county in the town of Fulton in said county and State of Missouri, before me, Thomas Patton a Justice of the Peace within and for the county aforesaid, in a certain cause now pending in the Circuit Court of the county of Platte in the State of Missouri, between William L. Layson by Mary C. Layson guardian Plaintiff, and William Rogers Defendant on the part of the plaintiff.

Abraham Nibler of lawful age, being produced, sworn, and examined, on the part of the plaintiff deposeth, and saith that he is acquainte with William L Layson said plaintiff and also with William Rogers the defendant and the slaves Washington and Eliza and the oldest male child of the slave Martha whose name I do not remember and when I saw them last they were in this county between the fifth and the Eleventh days of September Eighteenhundred and fifty they were in the possession of Hannah Layson she had no other slaves of the like names Hannah Ann Robinson who married William Robinson Benjamin L Layson Robert I Layson Eliza V Layson Samuel W Layson Elizabethe C Layson are children of Mary C Layson and the Grand children of Hannah Layson and the defendants wife is the daughter of Hannah Layson question by plaintiff state whether you have any conversati

or conversations with the the defendant in regard
to said slaves or any of them, if soe state
the time and what they were;
Ans: he the defendant came to my house
about 7th of Sept. 1838, & asked me if I knew
of any bills made to any of the old Lockis heirs
of said slaves, I replied that I had no personal
knowledge of it, only from information, and
that information I received from Hannah
Grayson, Mary C. Grayson the Executrix, and
Rueben Baker who had the instrument of
writing, Mr. Baker informed me it was a
legacy deed of gift or bill of sale, he replied
to me that Mary C. Grayson had given him
information of that instrument of writing
and that she said it was drawn as legal by
any lawyer in Italian could draw it, and then
the defendant stated, that he had been to
William Stennett to know of him if he had
any lein on the negroes, and William
Stennett would give him no satisfaction in
the matter, he then stated that he thought
William Stennett had no right to the
negroes more than any of the rest of the
heirs; that Mary C. Grayson & her heirs had
more right to them, than the other heirs
for the reason that she had raised them;
then he stated that he did not care who
got them, for the hire of them would support
the old lady and he intended to sue them
out for that purpose; he the defendant
observed that he had no old debt against
Mrs Hannah Grayson but trifles to the best
of his recollection & I may say a hundred dollars

a negro woman, but what I may
not recollect for it was not material to enquire
for it, some of the circumstances of which he
has named, it was for removing her up to Platte
County [illegible] years ago a negro girl from
Pike County up to Platte County if there were
any other circumstances named, I do not now recollect
them, question by Plff now you state
and did you ever hear Wilson Lee employ
Benj Dayson to keep him the deft and to
the river, when he was leaving the County
with Mrs Hannah Dayson the slaves,
Ans. I was present and did hear him
employ Benj Dayson to assist him & the
old lady to the river, but the amount he
was to give him, I do not recollect this
was on the 11th Septr 1850.
question by Plff. If you state when
Wm Emmett died you answered by years prior
to Septr 1850. Ans. From the best of my recollection
he died with Hannah Dayson about two
years in 1845 1846 or 1847 in the Spring
Summer or Fall of 1848 he boarded with
Brinker went to school there was drawn
on the Missouri bottom & taught school
question by Plff. please state what was
the annual sum of Hannah's crop worth per
year, commencing Septr 1850 up to the death of
Hannah Dayson
Ans. About one hundred dollars was
ington was worth forty dollars & the girl Eliza
was worth twenty dollars, and Martha with her
child was worth thirty dollars per year, they
worked him for more now, than now,

quest by defendants Counsel what when
these slaves started from, when they went up to
Platte County in September in the year 1850.
ans: they started from Hannah Laysons cabin
in this County on her place, where she lived,
quest by defts Counsel what that cabin
was the residence of Mary C. Layson
ans: about seven rods;
quest by defts Counsel Mary C. Layson since
when the slaves left for Platte County
ans: I think she died—
quest by defts Counsel Mary C. Layson children
or any of them, since when the slaves left
ans: I think they all since died
quest by defts Counsel did not Mary C. Layson
offer to assist the defts with the slaves
and old Lucy, to the river by loaning him
her waggon or in any other way—
ans: not to my knowledge: Hom Miller
further saith not
Sworn subscribed to before
me this 4th day of November
the day at the place within
the hours in that behalf
aforesaid Thomas Patton JP
Samuel Miller of Lawful age being produced
sworn and Examined on the part of the plaintiff
deposeth and saith questions by plaintiff do you
know of any effort on the part of Mary C
Layson to prevent the taking of the slaves
Washington Eliza Wesly and John Henry a
child of the slave Martha all in the posesion
of Hannah Layson from this County by
Hannah Layson and defendent of either of

Them answer on the morning that the defendant was to start withe the slaves Mary C Layson sent for me and gave me an instrument of writing to bring to Fulton show a Lawyer Jones to know wheather she could obtain the slaves or not I came to Fulton I could not find Jones and went to Lawyer Reed he said she could not obtain the slaves on that writing as Hannah C Layson had the right to the posession of the slaves dureing her lifetime I went back and reported Reeds advice to Mary C Layson questain by plantiff at the time Mary C Layson gave ~~you~~ the bill of sale above mentioned ~~what~~ was anny thing said about their being others the ~~slaves~~ was to the first questain objected to and also the last questain

Same Miller

Sworn and subscribed to before me and in my presence on the day at the place and within the bounds in that behalf aforesaid

Thomas Patton J P

Samuel Darby of Lawful age being produced sworn and examined on the part of the plantiff deposeth and saith That I am acquainted with all the children of Mary C Layson who are Grandchildren of Hannah Layson and states that Benjamin J Layson child of Mary C Layson widow of Josiah Layson died about two years ago I am acquainted with the slaves washington Eliza Wesly Martha and Marthas child named John Henry which slaves were all taken away together to go to Platt County that defendant Rogers hired

my waggon and team to take them to the Hyporie river this was in september Eighteen hundred and fifty at this time Benjamin D Layson was about sixteen or seventeen years of age Questain by plantiff did you have anny conversation with the defendant Rogers in the year 1850 ~~if so state what it was and what time~~ about the title to the slaves Washington, Wesley, Eliza and John Henry or either of them if so state what it was and the time? answer by witness the time was the day before I moved them away the defendant asked me if I knew anny thing about claims that Mary C Layson and her children brought of had to said slaves I told defendant I knew nothing but common rumor in the neighbourhood I told him I understood that Mary C Layson and her children had claims of some sort or other to the slaves and the nature of the claims I knew nothing about as I had not seen them nor talked with anny one that had seen them ~~and I understood~~ the defendant then said if he could ascertain that there was anny claims that would stop the slaves he would not start with them as an officer would come after them and raise a fuss about the slaves and he would not be able to get Hannah Layson along without them. and that she might come back with the slaves again

Saml Barby

Sworn and subscribed to before me and in my presence on the day at the place and within the hours in that behalf afore said Thomas Patton J P

Zadock Hook of Lawful age being produced Sworn and examined on the part of the plaintiff deposeth and saith Q. State what you know if you know anything of these two instruments of writing now presented marked respectively on the backs, A & B, both of them purporting to be executed by Hannah Laysan and attested by yourself and Martin Baker and dated June 1848 - and one executed to Elizabeth & Laysan for slave John Henry and the other to William L. Laysan to slave James Washington commonly called Washington [redacted] answer by witness I do not know the hand writing of the body of the bills of sale, these two bills of sale with two other bills of sale not now before Arbitrators, were presented to me by Mrs. Hannah Laysan at the house of Martin Baker in this County in the Latter part of the months of 1847 & 1848, (My impression is it was in Sept. 1848) Mrs. Hannah Laysan requested me to sign her name to each one of the bills of sale, which I did in compliance with her request in her presence, and I attested each one of said bills of sale as a witness the two bills of sale marked respectively A & B. now before Arbitrators and to each of my respective signatures, there was one of these papers executed by Hannah Laysan at the same time, & also one by Mary M. Laysan, my impression is they were all left with Martin Baker, though I am not certain, I think at the same time of the execution of the bills of sale Mary M Laysan paid to Hannah Laysan four eagles

the Consideration mentioned in the four bills of sale, being one dollar on each bill of said Mrs. Hammack Dayson I think received the money question by deft Counsel Know what he became of the two papers last mentioned be = ing the bill of sale executed by Hammack Dayson & the other by Mary C. Dayson

Cross. I do not know

question by Counsel. The two papers bill of sale or distinct from the bill of sale spoken of by Witness — Cross. They were not bill of sale and were distinct from the bill of sale — tho' there may another bill of sale besides the four already spoken of. This last bill of sale was given to the heirs or one of them of James Dayson, a brother of Josiah Dayson to the best of my recollection. Deponent saith not

Sworn Subscribed to before me in my presence on the day at the place within the hours in that behalf aforesaid

Thomas Patton JP

Daniel Hoole

Merritt Baker of Campbell being produced sworn deposeth & saith, on part of Complt. Hammack Dayson & Mary C. Dayson came to my house in January or February 1828 with the bills of sale marked respectively A. & B. and heard apart of Mrs Hooks deposition, & one other bill of sale to Benj. G. Dayson for slave Wesley & one other bill of sale to Elijah C. Dayson for slave Elijah & one other bill of sale to the heirs of Samuel Dayson for slave

9=

Martha, & one paper called a deed of trust
to Benj Young. I do not know who wrote the
bill of sale & deed of trust, the Mrs Hannah
Dayson brought them to me, and told me she
wanted to sign them, I sent for Mr Hook and
he came, and she asked Mr Hook to sign her
name to the bill of sale marked A & B &
the other three bill of sale & the deed of
trust, which he did, & then he signed the
same as a witness and I did also - and the
bill of sale marked A. & B. assigned by me
as a witness are in my own proper signature
and Mrs Mary L. Dayson paid me dollar
in money to Mrs Hannah Dayson on each bill
of sale that being the consideration in money,
the bill of sale & the deed of trust after they
were executed, were returned to me by Mrs
9 Hannah Dayson for safe keeping, these papers
bill of sale remained in my hands until after
the old lady's death, Mrs Mary L. Dayson
Guardian of her children, applied to me for
them and I gave them to her, the bill of
sale were given to me for the benefit of them
to whom they were made, the old lady told me
when she first came, that she had her own
means to attend to her business, and that she
was going to give us to Judge Benjamin
Young all her property during her life, by his
paying her yearly the hire of the negroes &
the rent of the place, which was specified
in the deed of trust and likewise the object of
the deed of trust. Questions by Pltf were then
any thing more said by Hannah Dayson in

10. That conversation & men there any other provision there than those mentioned in the deed of trust, (this deft by counsel objected to the latter clause of said question)
Since Mrs Hannah Dayson stated that by Buying Gray the Grand for Sheriff the Children would most likely on that Head Children got Head negroes at her death, at the end of one year the deed of trust provided, that if Mrs Hannah Dayson became dissatisfied she had the right to take the property back and sell Gray with to be accountable ~~to the~~, only for the time he held the property, in the year 1819 between the first of January & the first of March the old lady came to my house and demanded the deed of trust I would not get it and read it over for her twice, and she pitched it out of my hands and threw it into the fire and burned it up; after the beginning of the bill, of sale already alluded to, & the deed of trust She Hannah Dayson thinking that the hire of the negroes and the rent of the place might not be sufficient to support her, if she became more needy & Mary L. Dayson proved her accounts and proving that of the hire of the slaves & the rent of the place were not sufficient to support the said Hannah Dayson, that in that event the said Mary L. Dayson was to pay her the old lady, during her natural life, My impression is that this note was left with the other papers, but that the old lady sent for it

afterwards, and I sent it to her.
Question by defts Counsel Since the date of the deed of trust
Young took possession of the negroes under the deed of trust
Ans. I do not know exactly, but I think they were hired out for 3 or 4 years before
I think they were hired out, before the deed of
trust was executed. I don't know of my own knowledge
that Judge Young ever had possession of the
slaves. Question by defts Counsel state whether
there was any provision or stipulation in the
deed of trust that Judge Young or trustee
were to maintain & take care of the old
lady during her life time in consideration
of the bill of sale mentioned above?
Ans. I have already stated the conditions
of the deed of trust, he was to pay over the
hire of the negroes after the rent of the place
The deed of trust was not in consideration
of the bill of sale, it had nothing to do with
the bill of sale further than Young was to see that
the negroes might be well clothed & other regards
Question by defts Counsel Since Counsel state that the
deed of trust was not in consideration of
the bill of sale and had nothing to do with
them at all, another item is stated
Ans. There was nothing
in the deed of trust specified there was no
thing in the deed of trust in relation to the
bill of sale, but the deed of trust required
Young & the deeds of Hammond Layson
to see that the negroes went to the children
question by plaintiff is Benjamin Young a
living answer by witness he is not he has been
dead over two years he was the Grandfather of
William L Layson Benjamin F Layson Elizabeth
E Layson & Eliza V Layson

question by defendant do you know that the health of Benjamin Young was at the time the deed of trust was made sufficient to enable him to carry out the deed of trust

Ans by his counsel objects to the illegality and irrelevancy of said question

answer by witness the health of Judge was not very good for several years I do not know what the condition of his health was then

Martin Baker jr.

Sworn and Subscribed to before me and in my presence on the day & the place and within the hours in that behalf aforesaid Thomas Patton J P

For the want of sufficient time to take the Depositions of other witnesses produced by the parties, the further taking of Depositions is to be used as evidence in this cause, is adjourned till to-morrow morning at 8½ o'clock of the forenoon this February 2nd 1854

Thomas Patton J P

Geo Bailey of lawful age being produced, sworn and examined on the part of the plaintiff on the 3rd day of February A.D. 1854 deposeth and saith. I am and have been recorder of Callaway County since the commencement of the Year 1842 and have always attended to the business of the office in person without any deputy, except in time of the Circuit Court which is held in April

and October of each year the deponent and Rodgers, nor any other person or persons for him, did ever to the best of my knowledge call on me and examine the record to see whether the bill of sale (referred to in former depositions or any of them) was of Record in my office; this I state by counsel objects from the words "Rodgers to the end of the sentence" — the question by state which was the health of Judge Bay going from the year 1848 up to his death this I state by counsel objects to said question because it is illegal and irrelevant. 6.

Answer Judge Bay going health was bad and quite precarious for several years before his death including the time specified, he died I think about two years ago. Judge Bay going through in delicate health for many years before his death attended to his own affairs generally I think he was only occasionally confined, & when not confined was riding about attending to the serving out of his own slaves and renting his own property, he was the Administrator of his son in Law Josiah Day — son which was not closed at his death

further saith not Geo. Bailey

Sworn subscribed to before me, this 3d day of February 1854 at the house within the town in Hart before aforesaid Thomas Patton J P

Samuel Darby the witness above mentioned
reintroduced on the part of the plaintiff deposeth
and sayth Question by plaintiff you will state
whether you wrote an instrument of writing
at the instance of defendant Rogers and Hannah
Layson or either one of them if so when it was
and what was its contents defendant by
his counsel objects to question answer by witness
I wrote a deed of gift at the request of both
Rogers and Hannah Layson it was executed
by Hannah Layson to defendant Rogers
for a Negro boy by the name of John Henry
being a different slave from the child
of Martha called also ~~called~~ John Henry
who I dont think was born at the time of
the making of this deed of gift I cant
say positively whether Arthur Neal or my
self signed the name of Hannah Layson to
the said deed of gift ~~if the request~~ ~~name~~
I did it at her request the said Arthur
Neal being a Justice of the peace of this County
Hannah Layson acknowledged said deed of gift
before him as such officer this deed of
gift conveyed the slave John Henry to
defendant and the boy being present Hannah
Layson took hold of him and delivered him
forthwith into the posesion of the defendant
~~about~~ he was taken off very soon afterwards
with the rest of the ~~other~~ Negroes starting
to Platt County there was no money past
sed to my knowledge from defendant to
Hannah Layson as the consideration or part
consideration of the transfer of said boy my
mind does not serve me as to anny other particulars

provisions of the deed of gift if there ware anny at the same time I wrote a power of attorney from Hannah Layson to defendant authorising him to go to Pike County pay off the Lawyers fees and Court charges on account of a suit for the recovery of a Negro girl named Martha and take said girl to Platt County either myself or Arthur Neal signed said power of attorney in the name of Hannah Layson and at her request I cant remember the date but said papers ware prepared and Executed several years before the year 1850 but since the death of Josiah Layson and within twelve months after his death since my mind has been refreshed by the date of a paper on record in the circuit court I am satisfied that said papers were prepared in the month of May in the year Eighteen hundred and forty five I guestame by defendant how far was your residence from Hannah Layson at Neal Mills the Sept^r 1850 — Ans^r I live on a tract one quarter of a mile of from Hannah Layson at the Mills specified in the question.

question by Counsel for said Judg Bing Young to your Knowledge do the persons of the slaves referred to, upon Hannah Layson and Neal from in either of the years 1848 1849 or 1850. objected to by Pltf Attorney on account of its illegality & irrelevancy Ans^r I have no Knowledge of Judg Bing Young taking possession of the negroes, nor renting the from in either of those years My suspicion is that Mary E. Layson and

the farm in the year 1849. to Harry Stone
Witness rented the farm of Hannah Dayson
in the year 1838— and all various other
things previous to the year 1838. the Year
that Stone had the farm, the rent was paid
in improvements on the farm, and Witness
never paid money rent but once, and that
was fifteen dollars the money rent of the farm
per annum. if Stone made other repairs, I think
was worth fifty dollars per annum average. the
Pell by Counsel objected to the whole of said
answer upon the delivery of the same and
before the same was reduced to writing
on account of its illegality & irrelevancy
question by Cleft, State what you say
mean as your own, of Hannah Dayson in
January 1848. and what was her bodily
Capacity to attend to her own affairs
then? ~~Same bodily strength or~~ I should suppose
from her appearance, she was about
Eighty years of age, as to her bodily strength
she could walk and ride about right pretty
for a woman of her age, and walked to my
house on some occasions, two or three times
a day.
question by Cleft State whether
the papers presented to you Marked b, pur-
porting to be a letter written by you for Hannah
Dayson, was written by you at her instance
and request, and at the time the same bears
date, and whether the facts stated in said
letter, were stated at her instance and
request. Pell by Counsel objects to said
question and the answer thereto, as well as
the writing said letter Marked b. as proposed

on account of illegality incompetency and incompetency of the said as Evidence
Aunt Pelt and said letter including, marked
B. is made apart of my deposition;
Question by Cept. State what was her condition
as to means for a support at that time, and
present her means for a support at that time
was very much limited, consisted of
to him in crop, and no means to buy
with. Gen Rogers came in about one month
or ~~two~~ after the contract and the boy Wesley
custody mentioned in said letter & brought
the money and satisfied the execution, and I
delivered up the boy to the old woman!
Question by Pelt at the time of Hannah
Lyons return from Scott in Monroe County
what property had she; Aunt She had the
same negroes she had all the time, Martha
a woman, Wesley a stout boy, Lard small to
plough, and other younger negroes; and her
farm stocked by Watkins - Wesley had been
hired for wages - The distance from Martin
Baker to Abram Miller is about four
miles to the best of my judgment, the distance
from Martin Baker to Hannah Lyons is
about three and one half miles - The distance
from Abram Miller to Fullerton is about
eleven and one half miles - in 1848 when
the old lady went about she rode on horse
back, when she did not walk as he persuaded
as she had no carriage; and kept a horse for
riding purposes - I frequently saw her on horse
back and on foot - Her right to the
farm was only a life time estate Wesley
South not

Saml Darby

Sworn & subscribed to before me this 29th day of
December last aforesaid
on the day and at the place and within the
bounds in that behalf aforesaid Thomas Patton JP

Arthur Neill of Campbell aged, being produced
sworn, and examined, deposeth and saith
Question by pltf State Whether you had
any Conversation with the defendant Rodgers
in the year 1830 - in relation to the title
to slaves - Washington, Westly, Elijah and
John Henry ? if so, State what it was, and
When? Ansr Genl Rodgers the defendant
came to my house in the spring of the year 1830
and then asked me Whether I had any Knowledge
of any title or claim that Mary A. Lagow
Guardian had on the slaves of Wm Hood
and What it was, That he had been to Martin
Bakers to see the bills, or was on his way there
the Witness does not remember which; as he
had been informed by rumour, That there were
Bill
Writings of some kind in his Possession, to said
slaves: and if I knew the purport of the same?
Which I answered him I did not, That I had not
seen them, but had been informed by Gadsden
Hook That there were either deeds of Gift or
bills of sale for said slaves to the
Children of Mary A. Lagow deposited with
Martin Baker for safe keeping; I informed the
defendant Rodgers That Hook said That
the deeds of gift or the bills of sale, were
of an binding a character as any he ever
saw. he thought; this conversation objected
to by defts counsel from the words "but" marked
thus to the end of the sentence) This conversa

=lowing day my Brand ~~with~~ the latter part of the summer or the beginning of the fall in the year 1837. my Brand is on the inside Thigh and foot from ~~the right shoulder of~~ Jno. Barbys to Hannah Lawson placed, to Martin Bakers, I was a Justice of the peace during the year 1845. in this Calloway County, I took the acknowledgement of Hannah Lawson to a Power of attorney and deed of gift both, given to defendant Rodgers, which was ~~done~~ acknowledgement was in the Spring of the year 1845 - the deed of gift was for a Negro called John Henry, descended from Martha a child called also John Henry, I think I signed Hannah Lawsons name to the deed of gift and the deed Power of attorney at her request, as she was not in the habit of writing -

question by pltf. was there any consideration expressed in the deed of gift for the transfer of the slave John Henry? (objected to by defts Counsel I do not recollect;

question by same do you know of any consideration for the transfer of the Negro John Henry, to the defendant of your own knowledge, or by information from the defts (objected to by defts) Counsel the defendant and Hannah Lawson both present together at the time of the acknowledgement spoken of, told me that the transfer of the slave John Henry to defendant Rodgers was in consideration of the defts collecting to her business under the Power of attorney which was to get the negro Martha from Pike County, pay all expenses of the same, all costs that might be due in Court in Pike County

and for attending to all her business for the
[illegible] questions by same, did the dept
Rodgers in any conversation with you in the
year 1830, speak of my indebtedness of Hannah
Dayson to him, and what was that conversation
when? I think he did, he said the old lady
was indebted to him in about six hundred
dollars on account of damage he had
sustained on account of some Prosecution
business and other indebtedness for Shipping
her Loo and Crow at different times
(objected to by dept to both question & answer)
His last conversation was in the latter
part of the summer or beginning of the year 1830
The Defendant Rodgers said that the act of
limitations had run against his claims of
indebtedness and that he had no hopes of ever
getting them that he had or would
sustain a great deal of loss unless he
could get the old lady to answer them?
question by dept. State whether from any or
Shoulder Benj Young took suspicion of the
claims or any of them, and wrote this from
of Hannah Dayson either in the year 1848
1849 or 1850. objected to by pltf Counsel,
on account of irrelevancy and illegality
Court Not to my Knowledge, I recollect this
[illegible] grievances of a Negro of Hannah Dayson's
farm. question by dept. State what
was the general health of Benj Young from
Jany 1848 to the time of his death? objected
to by pltf on account of irrelevancy and illegal
=ity— Ans: My opinion is he was in delicate
health from that time up to his death from

Interrogations;

Question by Defft What was Hannah Lyson's means for support (~~in 1849~~) in the years 1849 & 1850 and whether she was furnished with provisions and by whom (~~and~~ how) she was provided for in provisions (objected to by Pltff on account of illegality in leaving out the old lady complained that she had no money to buy any thing with and was living hard and went to his house nearly every day during the year 1849. for her butter & milk ##

Question by Defft State if you can what was the age of Hannah Lyson in the year or in Jany. 1848 (objected to by Pltff on account of irrelevancy & illegality) in the year 1848. or 1849 I cannot be certain which the old lady told me she was seventy one years of age?

Further saith not

Sworn & subscribed to before me at this place and day aforesaid Arthur Neill
and in my presence on the ~~day~~ year last aforesaid
within the hours in that behalf appointed

Thomas Patton JP

Preston B Reed of lawful age being produced and examined on the part of the plaintiff deposeth and says

~~Are you a practicing lawyer~~ 1st Question
What is your profession? 2nd Question
How long have you been in the practice of your profession & how long have you been in the practice

Question 3.

Did you ever have occasion to give your advice in regard to the ~~action~~ restraining of Hannah Lawson from taking from this county certain slaves in her possession or any of them If so state your advice and the circumstances under which you gave it

My profession is that of the Law & I have been in the practice since Winter of Eighteen hundred & ~~forty-seven~~ thirty-nine (1839) during all of which time my office & place of residence has been in & county of Sullivan Mo.

Sometime in the year 1850 (not certain as to either month or year & speak from best recollections) I think it was Samuel Miller as the friend of Wm May & Lawson exhibited to me a Bill of Sale executed by Hannah Lawson to Benjn Lawson (I think were the names of the parties) for a slave or slaves, (name or names not remembered). The object of Mr Miller in presenting the bill of sale was to know if by virtue of the same

I she (Mrs Mary A Laymon) could prevent or restrain the removal of the slave or slaves named in said bill of Sale from Callaway County. My best recollection is that my advice to Mr Mills for Mrs Laymon was that the bill of sale did not, & could not give her any such authority or right.

The bill of Sale was in the ordinary form. Objected to by the deponent as to both the Negroes and the owners further the deponent saith not

Thos. B. Reed.

Sworn and subscribed to before me and in my presence on the 8d day of February 1854 at the place and within the hours in that behalf aforesaid

Thomas Patton J P

I Thomas Patton a Justice of the peace within and for the County of Callaway in the state of Missouri do hereby certify that all the witnesses whose depositions aforewritten above reside in the County of Callaway and State of Missouri that they 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 to writing and by them respectfully subscribed in my presence on the days as respectively above specified between the hours and at the place in that behalf aforesaid And I do further certify that the instruments of writing Marked A & B herein enclosed are the same writings that were shown to the said

Despositions of witnesses produced sworn and escamined on the 1st day of March 1854 betwean the hours of 8 oclock in forenoon and 6 oclock in the afternoon at the house Newton Hockaday in the town of Williams Bursh in the County of Callaway and State of Missouri before me Thomas Patton a Justice of the peace within and for the county aforesaid in a certain cause now pending in the Platt Circuit Court of the County of Platt in the State of Missouri betwean William L Layson by Mary C Layson Guadean plaintiff and William Rogers defendant on the part of the plaintiff

Hannah Ann Robinson of Lawful age being produced sworn and escamined on the part of the plaintiff deposeth and saith questain by plaintiff did you in the latter part of the summer or the beginning of the fall of the year 1850 hear a conversation betwean William Rogers defendant and Mary C Layson in regard to William L Layson Elizabeth C Layson Eliza V Layson Benjamin J Layson having claims to the slaves Washington Eliza John Henry and Wesley if so state when it was and what was the conversation witness states that in september in the year 1850 I heard William Rogers the defendant ask Mary C Layson if the children had anny claims to said slaves Mary C Layson answered that They had bills of sale to said slaves and the children had a right that would hold the slaves and a few days after this conversation defendant returned to Platt County questain by defendant where and when this conversation take place answer by witness

states that she is the daughter of Mary C Layson and the conversation took place at her mothers house question by defendant state whether you ~~she~~ is interested in either of the suits for the said slaves states that she is interested and party to the suit for the slave Wesley and not interested in either of the other three suits and was not married at the time the conversation took place and was seventeen the december following the conversation question by defendant state whether you ever heard Mary C Layson ~~Wilson~~ speak of said bills of sale before or since said conversation plaintiff by his counell objects to said question becaus it is illegal and incompetant witness states that she has heard her mother frequently speak of said bills of sale before and since the conversation mentioned above

Hannah A Robison

Sworn and subscribed to before me, and in my presence, on the day, at the place, and within the limits in that behalf aforesaid Thomas Patton J P

Mary C Layson of Lawful age being produced sworn and examined on the part of the plantiff deposeth and sayth

Defendant by his councell objects to the taking of the Testimoney of said Mary C Layson on the ground of competency question by plantiffs counsell state whether defendant came from Platt county to your house in the year 1850 and if so did you have anny conversation with him in reguard to said slaves being owned or claimed by your children Wm L Layson Eliza V Layson Elizabeth I Layson and Benjamin J Layson or either of them if so state what the conversation was witness states that the defendant Rogers came to her house between the 5th and the 10th of september in the year 1850 he asked me she or her children had anny claims to the slaves of Hannah Layson I told him that my children had bills of sale to the slaves before mentioned and he asked me where the bills of sale ware and I told him that they ware at Martin Bakers and he asked me if he could get a copy of the bills of sale if he would go to Martin Bakers and I told him he could he then complained that he had no horse and I furnished him with a horse he asked me if they ware anny considerations in the bills of sale and I told him that there was he then got on my horse and was gone a short time and then returned and told me that had electioned a going that he knew some way to feed them and states that Rogers and Hannah Layson left the 11th day of September in the year 1850 for Platt County with said slaves of Hannah

Laysons I did not furnish Rogers any vacties
to get to the River he hired my son Benjamin
to convey him to the river before defendant left
nor at any other time
for Platt County I did not, express to him a
wish that he should buy said slaves or
any of them about the time said Hannah
Layson gave the bills of sale on file in the
Platt Circuit Court she gave as a reason
for making the same that Mary C Laysons
children had waited on her more than any of
her Grand children and that the slaves were
raised on said childrens fathers property and
that their father had done more for her than
any of the other children witnesses husband
was Josiah Layson and the son of Hannah Layson
I state that the facts testified to above came
my knowledge before I become Guardean to
William L Layson, Eliza V Layson Elizabeth
E Layson questain by defendant state whether
you are plaintiff in this and the other suits
pending in the Platt Circuit Court for the
recovery of the slaves mentioned above
answer by witness in all the cases my minor
children sue by me as Guardean and in the
case as to Wesley I am a party in my own
right

Mary C. Layson

Sworn and subscribed to before me
and in my presence, on the day, at
the place, and within the terms in that
behalf aforesaid Thomas Patton JP

State of Missouri County of Platte ss

I, Thomas Patton, a Justice of the Peace within and for the county and State aforesaid, do hereby certify that Hannah A. Robinson and Mary E. Dayson the deponents, reside in said county that they 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 to writing, and by them respectively subscribed in my presence, in the day between the hours, and at the place in that behalf aforesaid. Thomas Patton JP

And I certify that the Justices fees amount to one $\frac{00}{100}$ dollars and that they have been paid by Plff

Justices fees

Writing 960 words at 10 cts per hundred	96
Justices fee for certificate	75
oaths 2	10
	$1.81

The undersigned Dept Rogers waives all objections to the time and place of the taking of said Depositions and both parties agree (reserving all exceptions as shall upon the record) that said depositions so far as they in whole or in part may be relevant to the issues may be read as evidence in all four cases pending in the Platte Circuit Court against Dept Rogers.

Charles H. Hardin
atty for Plffs in the 4 cases
J. Van Jamison atty for dfts

Despatches

Layson

&

Rogers.

Postage 10.

Filed Mar. 8/54

M. O'Reilly Clk

Depositions of witnesses produced sworn and examined on the 9th day of March 1854 between the hours of 8 oclock in forenoon and 5 oclock in the afternoon at the house of Isaah Selby in the county of Callaway and state of Missouri before me Thomas Patton a Justice of the peace within and for the county aforesaid in a certain cause now pending in the Platt circuit court of the county of Platt in the State of Missouri between William L Layson by his guardeen Mary C Layson plaintiff and William Rogers defendant on the part of the defendant

Isah Selby of Lawful age being produced Sworn and examined on the part of the defendant deposeth and saith the ~~account~~ receipt hereunto presented and marked A and attached to this deposition and made a part of the same was given by me to William Roger the defendant and is in my own hand write and the amount therein stated was paid by said Defendant to me at the time specified in the receipt and was paid for and on account of that much being due to me ~~from~~ Hannah Layson for a coffin made by me for her Blackwoman as specified in said receipt I further state that Hannah Layson became indebted to Doctor Howard for a medical bill for the sum of twenty two dollars and forty cents which I took up and satisfied for Hannah Layson that defendant afterward came to my house and executed his Note to me for said Last mentioned amount at the the time specified in said Note which is hereunto enclosed

and marked B and made apart of this deposition. I also state that some time afterwards say in the course of a year the said defendant through his agent James S Henderson for that purpose paid me off the amount of said note and interest I also state that Hannah Layson told me that she had got the said defendant to settle the two amounts mentioned above for her

Plaintiff objected to the giving of the above testimony at the time of the delivery of the same and before the same was reduced to writing, because it is irrelevant illegal and not pertinent to the issue in this cause.

Question by plaintiff—

Did you know the slaves Washington Wesley, Eliza & John Henry in suit at this time in the Platte Circuit Court and if so, what knowledge have you as to the same having been raised in whole or in part by Josiah Layson now deceased and his wife Mary C Layson the mother and father of the Plaintiffs in the suits in said Court? Dept by his counsel objects to said question answer by wtness I knew the slaves Wesley & Washington and that there were other young negroes but I do not no their names the slaves were raised on the farm of Josiah Layson until they were large enough to plow then they worked out Mary C Layson helped to raise them and had a good deal of trouble in doing so the time spoken of above

Hannah Layson lived on the same farm with Josiah Layson and [redacted] Layson and most of the time in the same house

Question by Plaintiff

Did Hannah Layson ever give you her will to keep. If so, when was it and what did she say she would do with with said slaves and what reason did she give for making the disposition of said slaves she then spoke of having made of them, or of making of them

Dept by his counsel objects to the question — answer by witness with reference to the time I can not speak definately but it was before the year 1848 she gave me a will to keep and said that as the family of [redacted] Layson had the trouble of raising the negroes that the children of Josiah Layson ought to have them and she intended that they should have them she told me how the slaves was severly divided among said children but I do not now remember the arrangement after this said Hannah Layson, in company with Mary B Layson called and got the will

Isaiah Selby

Sworn and subscribed to before me and in my presence on the day at the place and within the hours in that behalf aforesaid

Thomas Patton J P

Martin Baker of lawful age, being produced sworn and examined on the part of the plaintiff says-

Question by plaintiff-

Are you the same Martin Baker that gave your deposition in this cause on the 2nd or 3rd day of February of the present year- Answer- I am

At the time Hannah Layson gave the bills of sale to the slaves as testified in your said deposition did she give any reason why she made those bills of sale- If so, what was it-

Dept by his counsel objects to said question answer by witness Hannah Layson came to see me about her business once before she made the bills of sale and said that as Joseah Layson had helped to accise [redacted] family of slaves his children ought to have all but one of them at the time she made the bills of sale she repeated the same as a reason why she gave those bills of sale Hannah Layson and her slaves lived up to the time of Joseah Laysons death with Joseah Layson the slaves in suit in Platt county are a part of the family of slaves mentioned above

Martin Baker jr

Sworn and subscribed to before me and in my presence on the day at the place and within the hours in that behalf aforesaid

Thomas Patton J P

We agree that the above depositions may be read in all four cases, so far as the same may be applicable to the issues joined, reserving all exceptions and objections as shown upon the record. We waive any more formal certificates than as written and no objections shall be taken as to the time & place of taking the depositions. This March 10th 1654.

Charles W. Hardin
atty for Plffs in
the 4 cases.

John Jameson atty for
Defts. in the four Cases.

Justices fees
To writing 900 words at 10 cts per hundred .90
2 oaths .60
2 certificates .30
$1.50

Thos Patton JP

Depositions of witnesses produced sworn and examined on the 18th day of Febuary 1854 between the hours of 8 oclock in forenoon and 6 oclock in the afternoon at the Circuit Court Clerks office in the Town of Sutton in the County of Callaway and State of Missouri before me Thomas Patton a Justice of the peace within and for the County aforesaid in a certain cause now pending in the Platt Circuit Court of the County of Platt in the State of Missouri betean William L Layson by his Guardian Mary C Lays plaintiff and William Rogers defendant on the part of the defendant

Samuel Blount of Lawful age being produced Sworn and examined on the part of the defendant deposeth and sayeth In the early part of the fall of the yeau Eighteen hundred and fifty William Rogers the defendant came to him in Callaway County and requested him deponent to meet him the defendant at Hannah Laysons on a day which was at the time appointed but what day the deponent does not now recollect and assist him the defendant to take bills of sale to the negroes then belonging to Hannah Layson and in her posesion names of the negroes and the number not recollected deponent states that he did not go to Hannah Laysons on the day appointed as above mentioned. The day appointed for them to meet at Hannah Laysons as above mentioned was the day before defendant, Hannah Layson, and the negroes, mentioned were to start to Platt County

Plaintiff by his counsel objects now, and
upon the delivering of the testimony by the wit-
ness and before the same was reduced to writing
objected to the whole of the testimony and
statements of the witness, because the same
is irrelevant, illegal and incompetent
and hearsay testimony.

Question by plaintiff. Is any thing you
have stated above of your own knowledge
or was it all derived from Dept Rogers.
witness states that he knew that Hannah Layson
had negroes [illegible] of them leaving for Pitt County
I was informed by the defendant or some one
else but he further states that he has never saw
said Hannah Layson nor the negroes in that
neighbourhood since the time before mentioned
or heard of them being there

Samuel Blount

Sworn and subscribed to before me and in my
presence on the the day at the place and within
the hours in that behalf aforesaid

Thomas Patton J P

Justice fees sixty cts
Samuel Blount witness fee .. 90 cts

Written notice is waived
we agree that this deposition be read
in all the cases, saving any lawful
objections to the same or parts of the
same on account of relevancy, illegality and incompetency to the issues
in said cases - and dispense with
the formal certificate in use, and
that the certificate now appended
be deemed sufficient

Charles W Hardin
atty for Pltfs

John Jameson atty.
for defts.

Wm S Lawson
28 Depositions
Wm Rogers

111
1 1/2
30
33.60

10

To the Clerk of the Platt
Circuit Court Platt City
Mo.

Filed March 14
1874
B. C. Runyan
Clerk



Know all men by these presents that we the
undersigned William Rogers as principal and
John C Berry ~~[illegible]~~
as his securety are held and firmly bound unto
Mary C Dayton Guardian of William L Dayton in the sum
of Twelve hundred ——————
Dollars for the payment of which well and truly to be
made we bind ourselves our heirs executors and
administrators jointly and severally firmly by these
presents, given under our hands and seals
this Eighteen day of March A.D. 1854.

The condition of the above obligation is
such that Whereas Mary C Dayton guardian of William
L Dayton has procured a judgment of the Platte Circuit
Court against the above bounden William Rogers for
a plane Washington at the March Term 1854 of
said Court, and whereas the said William Rogers is
about to prosecute his appeal from the Judgment of the
Platte Circuit Court to the Supreme Court of the
State of Nebraska, Now therefore if the said William
Rogers shall pay all the Costs and damages which
may be awarded against him, occasioned by said
Judgment of the Platte Circuit Court and by such appeal
and also if the said William Rogers shall prosecute his
appeal and shall perform such judgment, as shall
be given by the Supreme Court, and such as the
Supreme Court may direct the Circuit Court
to give, and if the judgment, or any part
thereof be affirmed, that he will comply with and
perform the same so far as it may be affirmed, and shall
pay all damages which may be awarded against the appellant by the
Supreme Court, then this bond shall be void otherwise it shall

remain and be in full force and effect.

W. Claiborne Rogers [illegible]

John C. Berry [illegible]

Allegate Morgan Sanders
for Mr. Morgan

Bond,

William Rosen

Fidler Mansfield
M. C. Rumpton
Clerk

State of Missouri }
County of Calloway } ss

In the County Court at the June term A.D. 1854, and on the 19th day of the said month of June 1854, of the County Court of the County and State aforesaid, the following proceedings were had, to wit,-

Wm. L. Layson, Infant orphan of Josiah Layson deceased, over the age of fourteen years this day came into court and made choice of Wm W. Robinson as his Guardian. It is therefore ordered by the Court that said Wm W. Robinson be appointed Guardian for said Wm. L. Layson, Whereupon the said Wm W. Robinson came into court and accepted said appointment and entered into and executed bond in the penal sum of One thousand Dollars ($1000,00) with James E Robinson as his security who is approved conditioned as the Law directs-

Know all men by these presents, that We William H. Robinson and James E Robinson are held and firmly bound to the State of Missouri in the sum of one thousand dollars for the payment of which well and truly to be made, we bind ourselves our heirs &c jointly severally and firmly by these presents, sealed with our seals and dated this 19th day of June A.D. 1854, The condition of the above bond is such, that whereas the above bounden William W. Robinson has been at the present June term of the County court in and for Calloway county Mo. chosen and appointed Guardian for William L. Layson, heir of Josiah Layson deceased Now if the said Wm. W. Robinson shall well

and truly discharge all the duties of Guardian according to Law, then the above bond to be void otherwise to remain in full force

William M. Robinson [Seal]

Signed Sealed and acknowledged in the presence of
W. S. Harris J.C.

James E. Robinson [Seal]

State of Missouri }
County of Callaway } Ss.

I Thomas B. Harris Clerk of the County Court in and for the County and State aforesaid, do hereby certify that the above and foregoing is a full, true and perfect transcript of the proceedings had by said Court in relation to the subject matter therein set forth as full as the same appears of record in my office

In testimony where of I have hereunto signed my name and affixed the seal of said Court at office this the 18th day of November A.D. 1857

Thomas B. Harris Clerk

Wm E. Robinson
Sam's appointment as guardian of Wm L.
Langston

Depositions of Witnesses, produced and and sworn, and Examined, on the 18th day of February in the year of our Lord 185-8 between the hours of Eight O' Clock in the forenoon and Six O. Clock in the afternoon of that day, at Thompsons House in the City of Liberty in the County of Clay in the State of Missouri before me John R Peters a Justice of the Peace within and for the County of Clay in the State of Missouri in a certain Cause now depending in the Circuit Court of the County of Platte in the State of Missouri, between William L Lazen by William H Robertson his Guardian as Plaintiff and against William Rodgers, Defendant, on the part of the Plaintiff.

Courtney A Roberts of lawful age being produced, sworn and examined, on the part of the Plaintiff deposeth and saith, I was acquainted with Mrs Lazen directly after she came up from Calaway County. I think that it was about seven years ago since I became acquainted with her, somewhere about the year 1837. I would say from my acquaintance with her that she was in a deranged State of mind, she always appeared so to me every time I saw her. i.e. When I was acquainted with her at the date above mentioned

I do not think in this deranged state of mind that she would have been capable of doing her own business, or of transacting business of any kind. She continued in this imbecile state of mind or up to the time of her death — I do not think, from the time at which I first became acquainted with her up to the last that I knew of her that she would have been capable at any time of attending to the ordinary affairs of life & further deponent saith not

Courtney V Roberts

Subscribed and sworn to before me John R Peters a justice of the peace within and for the County of Clay in the State aforesaid on this the day, at the place and within the hours first aforesaid

John R Peters Justice of the Peace

I John R Peters a Justice of the Peace within and for the County of Clay in the State of Missouri do certify, that in pursuance of the annexed notice and agreement, came before me, at the Thompson House in the City of Liberty in the County of Clay in the State of Missouri, Courtney V Roberts who was by me sworn to tell the whole truth of their knowledge touching the

the matter in controversy aforesaid; that they were examined and their 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 their said Depositions are now herewith returned, and I further certify that said Courtney V Roberts is a Resident of said County of Clay in said State of Missouri &

Given at Liberty in the County of Clay in the State of Missouri this 18th day of February AD 1857

John R Allen Justice of the Peace

Justices fees $0.25
Writing Courtney & Roberts " .50
Postage Paid - - - " 6
paid by S Hardwick, Atty $0.81 cts

William L Layson by William H Robertson
his Guardian ad litt Pltff

against

William Rodgers, Defendant

In the Circuit Court of
Platte County State of Missouri

To William Rodgers the above named De-
fendant. You are hereby notified that Dep-
ositions of Witnesses to be read in Evidence
in the above cause on the part of the plaintiff
will be taken at the Thompson House in
the City of Liberty in the County of Clay
in the State of Missouri, on the 18th day
of February 1858, between the hours of
eight Oclock in the forenoon and six
Oclock in the afternoon and that the
taking of said Depositions if not com-
pleted on that day, will be continued from
day to day at the same place and between
the same hours until completed

Wm L Layson by William H Robertson by
Wilson & Clark
Attys for Pltff

I make legal service on the within notice, and acknowledge the sufficiency of the service as much so as if it had been served on me at any previous time, by any Sheriff, or other Officer; witness my hand this the 18th day of February A.D. 1858

William Rogers

William T. Rogers
Sworn to in
my
William Rodgers

William A Clayson
vs
William Rogers

Be it remembered that on the trial of the above Cause the plaintiff introduced the following evidence

That part of Martin Bakers Deposition which relates to the execution of the instrument sued on (here insert it) The Bill of Sale (here insert it) That part of Martin Baker's Deposition which relates to the delivery of the paper sued on (here insert it),

That part of Martin Bakers Deposition which relates to the $75.00 to be paid by Mary Clayson to Hannah Clayson (here insert it) Objected to and excepted —

Jamd S Robinson was introduced, says he knows Washington, his hire is worth now $100. to $125. Maybe $130. the last two years it was worth $75.00 per year, he is worth now $1000. or $1200.

Here the plaintiff rested his Case.

The Defendant then introduced the following testimony

Martin Bakers whole Deposition (here insert it)

That portion of Darby's Deposition Commencing, "where did you live in 1848." to the end, (here insert it) (Objected to by Plff

That portion of Neil's Deposition relative to Hannah Dayson's condition, only - (here insert it) Objected to by Plff

William S Rule was then introduced, who stated that he was Subscribing Witness to the Bill of Sale from Hannah Dayson to Defendant, that he signed it as such, and Mr Hillbass or Mr Pratt signed Hannah Dayson's name to it for her, in her presence, and by her direction,

The Bill of Sale from Hannah Dayson to ~~Plaintiff~~ Defendant was then Read (here insert it)

Williams S Rule's examination continued Say the note was executed at the same time of the bill of sale, by Dept to Hannah Dayson the note shewn him is the same note, he thinks he saw Defendant sign it, is not positive

he saw him sign it, but it was all done at the same time, the signature is defendants,

The note given by Defendant to Hannah Dayson was then Read, (here insert it),

William S Rule's testimony Continued says, they are both dated 25th September 1830 the papers were both executed at the same time. that is the bill of sale from Hannah Dayson to Defendant and note from Defendant to Hannah Dayson, His understanding from what the parties said was, that Deft was to give $2000. for the negroes to be paid in accounts of, between $800. and $900. which Deft had against Hannah Dayson, She said she had examined the accounts and they were all correct, they Commenced Calling out the accounts and after Calling out Several items, she stoped them Said it was not necessary, they were Correct, there was one small item after the accounts. She Said she thought she had paid, Mrs Rogers explained it to her and she was Satisfied, Note was given to make up the Sum of $2000. being the balance of that Sum over the accounts, the negroes were there, the old lady called them in and gave Deft possession of them, John Henry came in with the others and she told him to stand off by himself, that he was not of that gang, John Henry was Resent in the

3

Dale. his name had been put in the bill of Dale and scratched out, Defendant has had the Contract and possession of the Negro ever since that time. Thomas Pratt and Joseph Dillons were there with Witness, they had been called in to witness the transaction. ~~they~~ Witness ~~he~~ lived some one and a half miles off. Pratt and Dillons each about a mile, there were other persons living nearer to Defts. His understanding was that Defendant was to take Care of the old + lady during her life for the note, he does not know what Dennis the accounts were for they were for some trips and for removing her— Witness never heard Deft say the Contract was not made for a lasting one, never heard him say it was to be only for her life,

Thomas Pratt then Called. Said he was present at the time Spoken of by M. S Rule, he was called on to witness a Contract of Sale of negro between Hannah Dayson and Defendant. at the house of Deft, they went in, Deft Commenced Calling over the items of an account between himself and Hannah Dayson in which the two

Charged for Negros rendered and Money paid by Defts for her, She Stopped them and said it was unnecessary, the account was all right, Witness then said to them, if She knew it was all right it was not necessary. and as it was getting late, he advised them to let it go, they entered into a Contract for the Sale of the Slaves for $2000.00 for the purchase of five Negros by Defts from Hannah Dayson a woman, two boys, a girl and Child, And for the balance of the $2000. Over the account a note was executed by Defendant and given to the old lady the Amount he does not Remember, a bill of Sale was executed by Hannah Dayson to Defts for the Slaves, She Said She wanted a home for life and had made this Arrangement to effect it, Mr Gibbons said She ought to have done it before Witness proved the execution of an agreement made at the same time, which was read to the Jury (here insert it) He does not remember the items of the account acknowledged by the old lady, but the Consideration for the whole was $2000, Made up of the accounts and the note, the Negros were brought in and delivered up to Defts who then had them in possession in open Court, on Cross examination he described the Negros, a woman, two boys, a girl, and Child of the woman, all likely, thinks the old lady spoke of some small amounts in the account and did

She thought it was paid,

Jam A. Berry was then called, who was shewn the account containing the items in favor of Dft. against Hannah Dyson. Said his memory was refreshed by the paper in his hands. He said he remembered four trips made by Defendant from Platte County to Callaway County about one hundred and seventy Miles to bring Hannah Dyson up to this County, two by Asher, and two by himself and wife, the first trip was made by Asher for Dft in 1841 – the old lady alone was brought up in that trip. Asher was sent again in 1843. and brought up her and her negroes. She came in the winter and stayed as long he thinks, as eight months with her negroes, the negroes were generally small, not large enough to do service

they were running about with the plough but not large enough to plough, the black woman during that time gave birth to a child,

In 1845. Deft. made his first trip in person for the old lady, he also went again in 1850. brought her up both times, the first time her alone the second time her and her negroes - he thinks Deft went by water, The trip to Pike County is not one of the four trips here spoken of, it would take 8. or ten days to make the trip to Calloway and return, does not remember who took her back except the trip in 1845. Kennet took her back that time, thinks $100. (or $128. the amount charged for it) would not be unreasonable for keeping her and her negroes the second trip. The midwifes fee and care of the negro woman at her lyingin, was worth $6.00

On Cross Examination he said, William Elliot formed up the pre-emption claim, which was purchased from Isaac Lemon for the old lady, Deft did not dispose of the claim or sell it, as witness knows, there was a difficulty about the pre-emption claim, does not know who it was between, but Elliot got it, heard Defendant talk about the pre-emption but never heard him claim it for himself as he recollects Does not know who settled with Asher for the trips below, worth $1.50. per week to board ordinary boarders, does not remember the character or kind of negroes particularly, does not know the worth of the negroes

She might have been hired for a Dalcamarch or more, Does not know that she performed any Service for Defendant, Saw the Children Running about after the Plough, if they were doing any work he does not recollect it, Knows nothing of any Settlement between Hannah Rayson and defendant, Negros were not as high in 1843. as now,

Ulysses Marshall was Called, who Stated that in 1840- or 1841 Asher and Wm Rogers and her Bro. went to Calloway County and Hannah Rayson came back to Platte County with them —

+ Dft employd and sent Asher the second trip in the winter, he brought the old lady up and she stayed sometime, does not know how long but knows she went back in the fall, he lived near Dft, She the old lady had some negroes with her, as many as two young negroes, Dft bought a pre-emption from Frank Duncan and paid him for it - paid him a Canyall, a cow and some corn with in all at least $45.00 - The pre-emption was for Mrs Dayson as Witness understood from her and Dft, ~~the~~ Mrs dayson was on the pre-emption place, and sent for Witness to come and dine with her on the Claim, Witness did so, does not remember who was with her there, She claimed it as hers, Witness remembers of Mrs Dayson's coming up with defendant from Calloway County once before the last time, does not know that she had any negroes with her the first of those times, does recollect her having negroes with her when Kennett took her away does not know how long she stayed that time, thinks she came in the Spring of the year, thinks it was the winter following when she went down with Kennett,

On Cross-examination he said - all the time he knows of Mrs Dayson's being on the pre-emption Claim, was one day, She was old and infirm and his children all grown, Dft did not try to prove up the pre-emption, Dft for days

Claiming it, his son was under age as he heard Dft say, the son claimed the pre-emption, was living with his father at the time the Dft assisting in proving the claim — He made out an account for Dft it had all some of the trips to Galloway in it, does not know how long since he made out the accounts, it was before the old ladys death, a good while before, does not remember particularly the amount of the accounts but they were $ 800. or upwards, does not remember that Dft said, they had been settled, Dft got him to make out the accounts, does not know whether interest was counted on all of them or not, knows that some interest was counted on accounts and Notes, Dft told him it was for the purpose of a settlement with Mrs Dayton there was something said about a trip to the Mississippi, and the charge for that trip was not put in the account made out, on account of it was found among the accounts from which he was making out the account against Mrs Dayton, Dft said it had been paid, Witness told Dft he thought he ought not to put it in, And it was not done, he Dft, had his charge on a number papers and wanted them all put on one, And this paper about the trip to Pike County Canvass for Consideration among the others, that account was not put in because Dft said it had been paid, it was before the Register

Were Conveyd the account was made out, shortly after the last trip, it might be a week, he has since heard that the accounts were Settled by the Sale of the negroes, since the Conveyance he heard it,

William Baker - is clerk of the Probate Court of ~~Platte~~ Platte County, the paper shewn is one of the papers of the estate of Hannah Dayson, The papers was read, (here insert it)

The ~~Plaintiff~~ Defendant here closed his testimony

The plaintiff then introduced the following testimony

Deposition of Abraham Miller (here insert it)
Deposition of Samuel Miller (here insert it)
Ditto of Samuel Darby (here insert it)
Ditto of Jadock Hook (here insert it)
Ditto of Martin Baker (here insert it)
Ditto of George Barbly (here insert it)
Ditto of Samuel Darby (here insert it) writing the Deed of Gift or Sale, and Power of Attorney (here insert them) Deposition of Arthur Neil (here insert it)
Deposition of Hannah Ann Robinson (here insert it).

Plaintiff then introduced Joseph Hilbush - He said he was present when the bill of sale and note were signed - they were written before - Excepting the Consideration, he lives close by had never seen the old lady before that evening. Thomas Pratt lived 1/2 or 2 miles from Dept at that time, William D Rule about a mile off, there were other people lived near, the Papers were not read over and explained to her while they were there, the note he thinks was read over to her, he thinks the other two papers were not. Witness signed the name of Hannah Rayson by her request, it was late in the evening, the items of the account were

not read over to Mrs Dayson, they commenced to read them and they said it was not nec-
-essary as she had examined them, there was one small item she at first objected to, but when explained by her daughter Mrs Rogers, she admitted its correctness, and then admitted the whole, the next time Witness saw Mrs Dayson was a week or two after the Contract was thus executed, and then again a month or six weeks week after the Contract he found her about two miles from Delphi, enquiring for Mr Ruled saw her off the road, went up to her, she said she was going to Mr Ruly, She was going the wrong way to go to Ruly, he took her home, found after being with her awhile she wanted to go home, thought she was somewhat deranged from her Conversation, She was abusing Witness and Pratt — Her Conduct when she signed the Papers convinced him she was in her right mind, And her Conduct when he found her in the woods Convinced him that she was insane, She said he and Pratt ought to be sent to the Penitentiary for swindling her out of her negroes, as they went on to Delphi she was flighty, On Cross-Examination he said when the negroes were brought in to be delivered, among them was a little boy, and she wanted to know if he was in the bill of Sale, She was informed he was

Not, She had him brought in and Separated from those Coverd, And Said She wanted him for one of her nephews, Defts. Proposed to trade a girl for that boy, She objected to it and refused to trade — The $2000. was inserted there that evening, it was made up of accounts admitted by Mrs Dayson and the note, he does not know how they came to settle at that amount, it was done before he got there, the negros were Valued at $2000. Witness thought it was cheap enough for them, they might then have been worth $2000 to $2500, She shewed Considerable shrewdness at the time of sale, And knew what She was doing, Witness told her she ought to have that a good While ago. She answered Yes, Witness acted merely as Clerk, others talked with her generally, there was not much Conversation, and that mainly about the business, there was Conversation enough to transact business, to have it understood and explained to her

Jesse G Spratt – Examined the Contract, Papers, bill of sale and note, and states that they were in the hand writing of John B Pitts,

The allowance of the Probate Court was read (Clerk omitted it)

John Drew Says he heard Defendant Say that the accounts between him and Hannah Dayson were all settled by the Conveyance to him of a negro boy from her, the Settlement was for going backwards and forwards for and with Mrs Dayson, he understood it was all the accounts – He saw Hannah Dayson when she first came to this County. He did not see her in September 1850. She was old, looked like she might be 80 years of age. The first time he saw her was in 1843. He saw her on the Prairie once going to Mr Rules as he said, she had then passed Rules and was going from there – at the same time Witness saw Defendant hunting for her – Witness passed her in the road, spoke to her, and she did not answer. Witness judged from her Conduct that she was insane, this was after the Conveyance after the claim to Defts. perhaps a month,

And before Hillburs had seen her, Hillburs had spoken to him of having seen her, Witness saw the negroes but was not acquainted with them,

+ On Cross Examination he said he was as friendly with Defts as with his other neighbors, he lives in Riley County, came to that neighborhood in 1843, or 1844 — Never saw the old lady before he came there, it might have been in 1845, She was staying at Defts, does not know how long she stayed there, does not know the time or the year when he had the Conversation about the Settlement, it was at ~~Defts~~ Defts house no one present, Defendant introduced it, the old lady was not there, it was sometime before he went down for the old lady the last time, that was in 1850, Cannot tell anything after the time he had the Conversation about the Settlement, Cannot tell whether it was in 1842 1843, 1845, 1847, 1849 or 1850, It was a boy he got in Settlement not certain about the name, thinks it was John Denny, there are two of that name, One owned by Defts and One by Mrs Dayson, it was the boy of that name owned by Mrs Dayson Defts, got, they are pretty well grown — he recollects distinctly the Conversation it was that he was to have the boy for going backwards and forwards to pay for his services and services,

The conversation with Dept in relation to the settlement alluded to, as current Rumation before the, Hannah Layton Came up the Last trip and not further back than 1843 or 1844

Mrs Spicer Said She knew Mrs Dayson Some 8. or 9. years ago, She was gone Some years and Came back, was frequently with her, as much as two or three times a week, Mrs Dayson Stayed Several nights with Witness, She appeared to have a mighty ~~Death~~ weak mind, She would Shake hands with her two or three times and enquire of her health, did not know her Clothes in the morning after Staying all night, She was forgetful and would ask the Same questions over two or three Times, She was feeble when She Came back the last time,

Once when the old Lady left, Defendant Showed her a Negro boy and Said the old Lady had left that boy, and with him had Send off all all the Claims he had against her, and he was glad to get rid of her, and did not intend to have any thing more to do with her, the boys name was John Henry, this was 7. or 8 years

ago. the time before the last that the old lady was up here. thinks the old lady did not stay more than a year here. the time she speaks of, when she was up the first time she was in her right mind. she did not then shake hands 2. or 3. times at the same time. this was in 1845. she thinks. Witness saw her in 2. or 3 days after she came up the last time, she would then tell over the same things 2. or 3 times, and shake hands more than once, she did not become more deranged before her death than when she first came, she would run away all the time = and could be persuaded to do almost anything John Henry is now 17. or 18. years old, there is a little boy they call John Henry he is a small boy,

Witness and defendants family do not visit here now for more than a year. She has nothing against them, they had a difficulty she does not want to tell the cause of the difficulty — She did not see anything that Defts did towards the old lady that was wrong,

Hiram Spicer, Knew the old Cap Dayson lived lived about ½ mile from Dept, lived there for seven years, Mrs Dayson was frequently at his house, Knew her at first, but more intimately the last time, She conversed very freely and sensibly, but when she stopped she would repeat it over again, While she conversed nothing wrong could be discovered, thinks it was old age, Never heard Dept say anything of the accounts, saw a striking difference in her mind between the last and previous times she was at Dept's, She was a very smart old lady — Heard Dept say the purchase was not made with the intention of keeping the Negroes, that he had made enquiry below about the Conveyance of the Negroes, and could find out nothing about it, that he thought Kinnett had some claim upon them, but could not find out any, either said he did not get the Conveyance with a view to hold the negroes, or said he thought he could not hold them Witness does not know which,

but said he had got them to keep them out of the old Ladys Contract, he thinks, On Cross Ex-
-amination ~~She~~ said Mrs Dayson seemed to be a very Sensible intelligent woman when she was at Defts the time before, she was here there about a year, does not know whether he saw her the last time, after the Conveyance, before the Conveyance, thinks he did, She Could talk about any Subject intelligently and Could change the Subject, and still talk Sensibly, and this Continued until her death — They had to look after her frequently Deft. told Witness, he did not know whether he Could hold the negroy, he thinks this was what he said, Deft. said that when he went below he Could find nothing definite about any trans-
-fer or Conveyance of the negroy, either from Kennett or others, and then made the arrangement with Mrs Dayson to purchase them,

Mrs Rule - Knew Mrs Dayson - When she want to tell any thing, she will tell it over and over, Witness saw her on Sunday after she came to Defts. the last time, and saw her aft. and on until her death. saw but little difference did not see her frequently, On Cross examination, said, She thought Mrs Dayson mind was wavering, talked sensibly when she did talk, saw her once when she was at Defts. before. She talked sensibly then,

Mrs Berry Knew Mrs Dayson, saw her on the same evening or next evening after She came to Defts, the last time, Could not see any change in her from what she was before, She talked as she had on previous occasions when she was at Defendants,

She layed down and took a nap, and on waking up spoke of being on the Steam Boat, after she got up and came out she talked as sensibly as ever. She had come up on a Steam Boat and had just got off at Hartville. She saw no change in her mind for a months afterwards - She then seemed to be interrupted, fretted and abused the family - She regard watching, she had a disposition to wander off, this was a month or more after she come to Dept,

Ulysses Marshall - Saw Mrs Dayton perhaps a week after he heard of her coming to Dept, the last time, had been to a Sale when he came home she was at his house, met him and spoke rationally, after awhile she lay down and slept, and got up and again came and shook hands with him, then told him she had Conveyed her negroes

to Dept. And asked him what he thought of it, he told her he thought she had done right. Witness knew her from Calloway County up to her death off and on, never knew anything that indicated to him that she was incapable of attending to her business

William S Rule knew Mrs Duggan in Kentucky and knew her from that time to her death, he came to Platte County in 1845. She stayed all night with him in 1845. She was always a woman of first rate sense, and knew what she was doing.- When the bill of sale was read and John Henry's name was read out, which was in with the other negroes; she said he could not go in, for she intended him to go to Benny, and when the negroes came in to be delivered, she told him to stand aside, he did not belong to that arrangement, at her request his name was stricken out of the bill of sale, when they commenced

Reading out the accounts she stopped them and said it was useless, it was all right,

Some 4. or 5. weeks afterwards he saw her and she was then insane as he thought. She said the bill of sale was a forgery, and said, Withers, Pratt, Hillburn and others ought to be sent to the Penitentiary — She ~~could~~ Could talk sensibly — generally all the time,

James A. Berry, knew Mrs Dayton from the time she first came to Depts in 1840. until her death, before and up to the time of executing the bill of sale he never saw her, but when she was capable of attending to her business, Some time after she came up the last time he saw her but seen them ten days, She then showed no indications of derangement, asked after his family said she wanted to see his wife, Some two months afterwards he saw indications of derangement, Say that on one occasion she told him laughingly, that when she wanted some fun, she would run away

And Wicks, and took at them starting for her

This was all the evidence given in the cause. At the time plaintiff offered to read in evidence the depositions above mentioned the defendant objected to so much and to such parts of each and all said depositions as relates to the notice alleged to have been given to defendant by the conveyance to plaintiff. But the objections was overruled and the evidence given To which opinion of the Court in admitting such evidence the defendant excepted at the time.

After the evidence was closed plaintiff asked the Court to give the following instructions to the jury (Here insert plaintiffs instructions as asked)

~~The~~ ~~one of which was given~~

To the giving of all which the defendant objected but his objections were overruled and the instructions given To which opinion of the Court in giving such instructions the defendant excepted.

The defendant then asked the following Instructions

Which with the exception of the

were given and the

refused. To which

opinion of the Court in refusing

to give such instructions defendant

excepted. Thereupon the cause

being submitted to the jury they

returned the following verdict

(Here insert the verdict.)

And now again on this the

day of the term within four days

after the finding such verdict

came the defendant and filed

his motion to set aside a verdict

and grant him a new trial which

is as follows. (Here insert the motion

+ for a new trial) which being by

the Court heard is by the Court

overruled. To which opinion of

the Court in overruling defendants

motion defendant excepts

And now again on this the

17th day of said term came the

defendant and filed here his motion in

arrest of judgment which is as follows

(Here insert defendants motion in

arrest.)

Which motion being by the Court seen and heard is by the Court overruled to which opinion of the Court in overruling such motion the defendant excepts.

And thereupon came again the defendant and files here his bond for an appeal to the Supreme Court which is approved by the Court and the application of defendant for an appeal to the Supreme Court is allowed and this bill of exceptions is signed sealed and made part of the record in this cause.

E. H. Norton. Judge (Seal)

Defendant states that at the time of the conveyance as above stated as made to defendant the said Hannah Layson was indebted to defendant in the sum of 841 dollars for Money paid by defendant for said Hannah at her request & for services rendered by said defendant for said Hannah at her request. That ~~portion~~ of said indebtedness a large amount was due and owing by said Hannah to said defendant before the pretended conveyance to plaintiff was executed and that all of said indebtedness accrued to said defendant while said Hannah was in possession of said slaves, and ~~sd~~ defendant says that at the time of the pretended conveyance to plaintiff and at the time of the conveyance to defendant the defendant was in good faith a creditor of said Hannah to the amount of 841 dollars, and in payment of such indebtedness and the further consideration of the sum of eleven hundred & fifty nine dollars, the said Hannah conveyed said slave as above stated

The plaintiff moves the Court to instruct the Jury.

1. That if they believe from the testimony, that Hannah Lawson the owner of the Slave in Controversy, executed the bill of Sale read to the jury by plaintiff purporting to convey said Slave to plaintiff, and that she delivered the same to one Newton Burton for Defendant, for the benefit of plaintiff; although she may have retained the possession of said Slave subsequent to the execution of said bill of Sale, yet such Conveyance was valid and effectual in between the parties thereto.

2. That if they believe from the testimony, that defendant afterwards purchased said Slave of said Hannah Lawson made in good faith with notice of her prior Conveyance of said Slave to plaintiff, then such subsequent purchase was made in fraud of the rights of plaintiff, and is null and void; and they will find for plaintiff.

3. That if they believe from the testimony that defendant prior to his purchase of said Slave from said Hannah Lawson, had information sufficient to put him upon inquiry, whereby he might have inspected said prior Conveyance; such information constitutes that notice mentioned in the second instruction.

4. That if they find for plaintiff they will also find from the evidence the hire of the Slave at the time aforesaid said Slave for the detention of the Slave from the date of Hannah Lawson up to the present time.

5. That if they believe from the testimony that the Conveyance read by plaintiff was made by Hannah Lawson in good faith, and they further believe that the Conveyance to defendant was made without valuable consideration, they will find for plaintiff.

6. That if they believe from the testimony that

Gwen

the Conveyance read by plaintiff was made in good faith by Hannah Cayson, and that the Conveyance ~~was obtained~~ to defendant was obtained from Hannah Cayson by by fraud, circumventions or imposition they will find for plaintiff —

Gwen

7. That if they believe from the testimony that the Conveyance to plaintiff was made in good faith, and that Hannah Cayson at the time of executing the Conveyance to defendant was incapable from imbecility of mind, or other defect of mind of transacting such business with ordinary prudence they will find for plaintiff.

Wm. L. & Cayson &c
by Lattimore & Lattimore
Williams & Morgan

Robinson Guardian
vs
Rogers
Kept ask the following
Instruction

1st If the Jury believe from the
evidence that Kept purchased
the Slave in question for a valuable
Consideration and at the time of
the purchase Hannah Rogers was
of Sane mind and capable of contracting
and the will find for
defendant - although she may have
been Insane both before and after
the Execution of the Deed

2 The Declarations of Hannah Rogers
other than those made in the presence of
Kept is evidence of nothing except
the Condition or State of her mind
at the time they were made unless the
connection was drawn out by defendant

3 If the Jury at the time of making
this Contract with Kept had mind
enough to know what she was
doing and to know her property
& its value she had mind enough to
make a valid Contract - and it
is incumbent on the Plaintiff
before he can recover to establish the
insanity at the time of the bargain and
sale

4 ~~The Saw mill not~~ ~~Deed~~ Deed Dated Con
Same at the time of the Sale - and it
is in current use

Given

4 If the jury believe from the evidence that at the time of the conveyance to defendant Hannah Lawson she was able to understand and understand the contract made her, it is not invalid by reason of her being at any other time insane.

Given

5 The deed conveying the by John Henry [redacted] to dft. and the power of atty authorizing dft to act for the deceased, read in evidence by plaintiff are the best evidence of the agreement made between the deceased and defendant as to the matters mentioned in said instruments.

Given

6 To constitute a consideration for the conveyance of a slave a valuable consideration it is not sufficient that it should be of some value, but it must be also an adequate consideration for the conveyance of the slave.

Refused

7 If the jury believe that the conveyance to plaintiff was not for a valuable consideration, and further believe that the conveyance to defendant was for a valuable consideration in debts due by Hannah Lawson or in notes given by defendant to said Hannah the conveyance to [redacted] is void as to defendant unless they find that said Hannah was insane at the time

She executed such conveyance.

8 If the Jury believe from the evidence that the conveyance to plaintiff was not made for an adequate consideration in addition to the consideration of love and affection and further believe from the evidence that the said Hannah Sayon continued to have possession of the slave and while so holding such slave conveyed the same to defendant for debts due by said Hannah to defendant and for a note then given by defendant to said Hannah they will find for dft if they find that such debts and note together constituted an adequate consideration for such conveyance.

Sayon
Sayon
Roger

1. If the Jury believe from the evidence that the conveyance to plaintiff was made by Hannah Lawson for the consideration expressed in said conveyance, and that the sum of one dollar was not an adequate consideration for said slave, and further find that said plaintiff never took possession of said slave, but that possession of said slave was retained by said Hannah until the said the slave to defendant - and that the conveyance to plaintiff was never recorded, and further find that ~~defendant~~ ~~plaintiff~~ gave to said Hannah Lawson an adequate price for ~~the~~ ~~right~~ possession of said slave said slave - altho' such price may not have been the true value of said slave, then the conveyance to plaintiff is void against defendant, altho' they may find that defendant at the time he purchased may have had notice of the conveyance to plaintiff.

2nd

If the Jury find from the evidence that the conveyance to plaintiff was made for the consideration expressed in such conveyance and no other, and that plaintiff never had the possession of said slave under such conveyance but that said Hannah retained possession of said slave until she afterwards conveyed said slave to defendant - and that said convey

ance was never recorded - and further find from the evidence that defendant afterwards and while said Hannah was in possession of said slave purchased said slave & others from said Hannah for the consideration of the sum of two thousand dollars as alleged in the bill of sale from said Hannah to defendant and that said Hannah thereupon executed said bill of sale to defendant, and delivered the possession of said slave to defendant and that defendant kept and retained possession of said slave until the commencement of this suit - ~~then the conveyance from to plaintiff is void as against defendant.~~ and that the consideration paid by defendant was an adequate consideration for such sale, then the conveyance to plaintiff is void as against defendant.

If the jury find from the evidence that the conveyance to plaintiff was for the consideration alleged in such conveyance, and that the sum of one dollar was not an adequate consideration for such conveyance, and further find that such conveyance was never recorded, and that plaintiff never had possession of said slave, and that said Hannah continued in possession of said slave until she afterwards conveyed the same to defendant, And further believe from the evidence that whilst the said Hannah continued in possession of said slaves, she became indebted to defendant for money paid and services rendered for her by him, ~~and that in payment of such~~ in the sum of $241 dollars,

And that in payment of such sum and for the consideration of the further sum of eleven hundred & fifty nine dollars to be paid by defendant, the said Hannah Lawson conveyed said slave with the others to defendant and delivered the possession of said slaves to defendant and that defendant took possession of said slaves & held the same since this suit was brot. And that in payment of said consideration defendant executed and delivered his note to said Hannah for said sum of eleven hundred & fifty nine dollars payable 12 months after date, and further find that such note has been accounted for by defendant as admr of said Hannah, and that the consideration of the conveyance to said defendant was adequate and the debt due from said Hannah bona fide, then the conveyance to plaintiff is void as to defendant, altho' at the time the conveyance was made to deft. he had notice of the conveyance above mentioned to plaintiff

4th If the Jury believe from the evidence that at the time of execution of the conveyance to plaintiff it was also agreed that the deceased should convey said slave & others with her lands to Benj. Young and that the consideration of the conveyance to plaintiff was the support of [redacted] Young & [redacted] slaves by said Young & [redacted]

Given

Plaintiff and that the execution of the conveyance of the slaves to plaintiff and the deed of trust were all one transaction and that by the deed of trust it was provided that if deceased Hannah became dissatisfied she might at the end of three months cancel the agreement and that after the end of three months she did cancel the deed of trust and. sell the slaves in the conveyance ~~to~~ of plaintiff mentioned then such sale is in law a cancelling of such conveyance and the plaintiff is not entitled to recover -

Given

If the jury believe from the evidence that the conveyance to plaintiff was not for an adequate consideration in addition to the consideration of love and affection, and they further believe that at the time of the conveyance to defendant, the defendant had no notice of the conveyance to plaintiff, and that defendant gave an adequate consideration for the conveyance to him and that Hannah may for executed the conveyance to defendant read in evidence, and delivered possession of the slaves to defendant then the conveyance to plaintiff is void as to defendant.

Wm L Layne & Bro

Apts Rooms

State of Missouri
vs
A J Embree
W B Rennington Clerk &c

We the Jury find the Issues for the Plaintiff and assess his Damages at One Dollar

M N Owen foreman

We the Jury find for the Plaintiff And Assess the Damages at One Dollars A Gribble foreman

Clayton
vs
Rogers

This day came the parties by their attorneys, and thereupon came a jury, to-wit (here insert names of the jurors) who upon hearing the testimony returned into Court the following verdict. (here insert the verdict) whereupon it is considered by the Court that said plaintiff recover of said defendant the said negro boy, mentioned in said petition mentioned, and that said defendant deliver up said negro to said plaintiff, and that said plaintiff further recover of said defendant his costs in this behalf expended for the detention of said negro to-gether with the costs of suit, and that he have thereof his execution