Platte County Circuit Court
Circuit Court
November Term 1863 No. 940

Box 63 File 3

State of Missouri, to the use of
George K Gohen et al

vs

Lamar, Henry

Estate Settlement

- Petition refers to the guardianship and/or sale of a female slave named Dinah

- Includes printed circular, "Hear Both Sides' a Reply to the Misrepresentations + Errors Contained in the Circular Issued by the Committee of a So-Called Masonic Convention, held in Palmyra, May 11, 1870" - Pc "Freemasons Hall" - St. Louis

45

State of Missouri
to use of Goheno & others

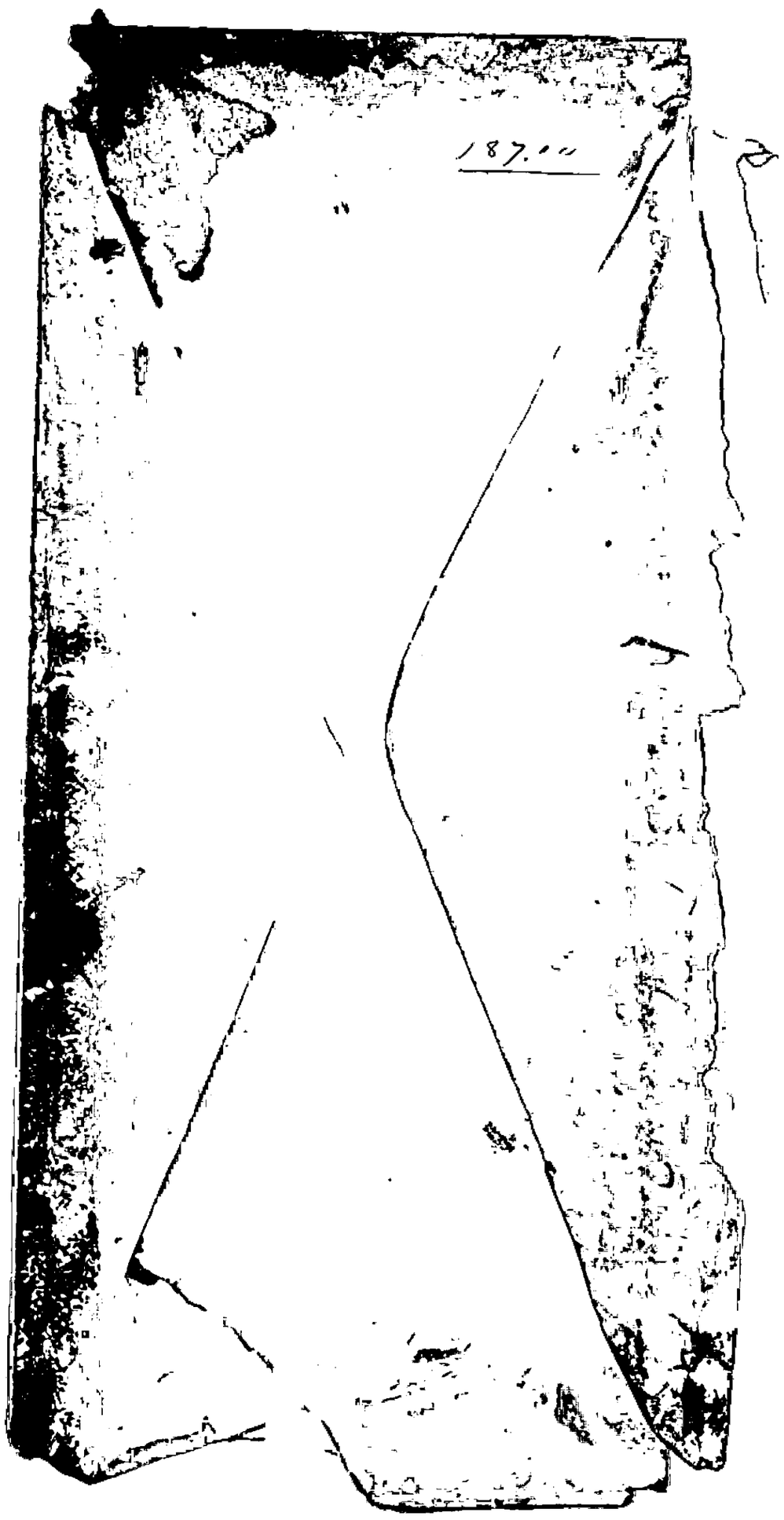
vs Petition

Henry Lamar

22

15

Judgment
April Term 1870
Book "L" Page 592


187.00

State of Missouri Plaintiff
vs of George R Cohene
Margrett J his wife
Jesse Woods
& John M Woods Infants
by George M Martin Guardian
of his Estate, Plaintiffs
against
Henry Samar. Defendant

In the Circuit
Court of Platte
County Missouri

Plaintiffs states defendant Henry
Samar on or about the 18th day of February
1867 was appointed Guardian of the
person and Estate of the above Named Marg=
arett J Woods since intermarried with the
above Named George R Cohene, Jesse Woods
& John M Woods. Infant Children of Enoch
Woods deceased. That at the time of his said
appointment the said Defendant Samar
with Napoleon B Samar & James Ringgus
his Securities Executed their certain writing
obligatory Sealed with their Seals & dated
on the aforesaid 18th day of February 1867.
a Copy of which is herewith filed the origin
al being on file in the office of the Probate
Judge of Platte County Missouri and cannot
be filed herewith by the Terms of which
Said writing obligatory obligatory they join=
=tly & severally acknowledged themselves Bonn

a individual Plaintiff for the use and Benefit
of the said Margarett J. Jesse H. and for her
M Woods in the Sum of Four thousand
Dollars for the payment of which well and
truly to be made Jointly Severally bound
themselves their heirs Executors & Adminis-
trators which said writing obligatory
is Subject to & Certain Conditions
thereunder written whereby after reciting
that Whereas. The Condition of the above is
such that if the said Henry Lamar Guard-
ian aforesaid the above Named infants
shall faithfully discharge the duties of his
office according to Law then the above
bound to be void otherwise to Remain
in force

Plaintiff says that after the making
of the said writing obligatory and after the
said defendant had taken upon
himself the office of Guardian the
said Margarett J Woods on the 13th day of
July 1862 was lawfully married to the
said George N Cohen. And that since the
date last aforesaid the said George N Mar-
=tin has been appointed Guardian of
the Estate of the said Minor John M Woods
in the place of said defendant -

Plaintiff says that the said defendant
Lamar has not kept and performed

the Conditions of said writing obligatory
but Defendant has wholy failed

And for assigning breaches of the
Condition of said writing obligatory, said
Plaintiff says that said Defendant Lamar
after taking upon himself the office of
Guardian as aforesaid Received into
his hands & possession as Such Guardian
the Negro Girl Named Dinah, of the
Value of Four Hundred Dollars the property
of said Wards which said
on the day of 1850
Lamar Sold, & and for
Four Hundred Dollars & Converted the
proceeds of Sale to his own use
& benefit & has failed & still fails and
Refuses to pay over or account to said Ward
for said Sum of money or any part
thereof or any interest accruing thereon or
arising therefrom

And for Assigning further breaches
of the Conditions of said writing obligatory
Plaintiff says that the said Money so Received from
the Sale of said Negro was used & invested by Defend-
ant in trade & property on his own account
from which he Realized large profits &
in some at the rate of Ten per Cent per Annum, Compounded
Since said Money came to his hands & has
wholy failed to pay the same or any part
thereof to said Ward or to account for the Same

any part thereof

And for further assigning of breaches of the Conditions of said bond Plaintiff Says that since the day said Money the proceeds of said Sale Came into the hands of said Defendant he has Negligently & Wilfully failed & Refused to pay said Money or any part thereof & that said Money was and has been since its receipt by Defendt Reasonably worth Ten per Cent per Annum Compounded, which Sum this Defendant Could have Realized by loaning the Same; as it was his duty so to do. but tho the Same has often & Frequently been demanded of & from Defendt he has Refused & Neglected to account to said Wards for any interest thereon.

And for assigning further breaches of the Conditions of said bond, Plaintiff Says that said Negro Came into hands of said Samar on or about the day of . . and that he had the use and Labour of said Negro from the day aforesaid until the day he sold her - and that her hire and Labour was Reasonably worth Fifty Dollars per Annum, which hire & Labour the said Samar Received and enjoyed on his own account & has wholly failed & Refused to pay said Wards any thing the use and Labour of said Negro or Account for the Same or any part thereof - but So to do has hitherto wholly Neglected and Refused.

Board & Clothing for Each heir from May
1st 1849. to April 1860, 11 years at $25 per year &
a any the Estate at $ 8,00 Dollars according
to said Justices Stoningfield Schedule

That said Sum was fraudulently allowed by the
said Defendant through fals & fraudulent Means
that said wards had during the Greater part
of this Time of their Labor Well of which said
Defendant has Received & Enjoyed the Benefit
thereof more than paid him for all the board
clothing & Tuition they Received, that the princi
=pal tuition they Received was the Said Margarett
at the Wheel & Loom & the boys at the hump brass
That all they Received in the Shape of Clothing
Board & Tuition they more than Earned & paid
for in Labour for the said Defendant. That
the said wards an the Step Children of the
said Defendant he having married their
Mother with whom they had a Lawful Right
& Lien it was the duty of this Defendant to
have & them as his own Children and Not
after enjoying their Labor allowed to absorb them
Little patrimony Left them by their father by
Such fals & fraudulent Means & Devices & Ruin
ous to the Interest & Estate of said wards

Plaintiff therefore asks that the may be
allowed a Surcharge against said Defendant & that
the said Sum of $ 825,00 May be Set aside
& the Defendant Charged with the Same

Plaintiff further states that the said Defendant as Guardian aforesaid made his 3d Annual Settlement of said wards Estates on the 4th day of April 1861. By which he by false & fraudulent means procured to be allowed & Credit of another false fraudulent account of $225,00 for Board Clothing & Tuition of said wards for the year 1860. $75.00 Each

Plaintiff for the same Reason, as alleged as to the Item of $825,. in Second Settlement asks that the said Settlement & Item of $225 may be set aside Cancelled & held for naught & that said Item may be stricken out of Defts Credits & the charged thereinto.

Plaintiff further states the said Defendant on the 7th Day of October 1862 made his 4th pretended annual Settlement in which by said false & fraudulent means & practices he procured to be allowed & Credit for $180.00 for board Clothing & Tuition of wards & that date which said Item for the Reasons alleged in the 3rd last is false & fraudulent & Illusions & the Settlement & Item of $225 in addition & the Reason heretofore alleged Plaintiff charges that the annual Settlement ensuing from said Account in Guardians hands was more than ample Pay for all the Board Clothing & Tuition Required by the Statutes of said State Law charging for same he should from account & charged himself with the Labor of said Wards - Plaintiff therefore asks that all of said Settlements should be surcharged falsified Cancelled & held for naught & that Deft should be made Account for all of said Items so falsely charged & for all proper Relief

Runs & Separate Affidavit

All of which said Several Sums of Money Amounting in the aggregate ~~Hundred~~ to the Sum of Indeb Seven Hundred fifty Dollars Should have been Charged Himself Transmitted and Accounted therefor - but has hitherto wholy failed & still fails and Refuses to pay ~~Plaintiff~~ said Wards or account for the Same or any part thereof, as he was Required & Ought to do - By Reason of Which said premises the said George W Graham & Margaret his wife and the said Jesse & John M Woods have Sustained damages in a large Amount and the said writing obligatory has become forfeited and an action has accrued to Plaintiff & have and demand the said Sum of Seven Thousand Dollars from said defendant, yet the said defendant has Not paid the Same or any part thereof but has wholy failed & Refused & still damage of the Plaintiff for the use the said Graham & wife & the said Jesse & John M Woods in the Sum of Indeb Seven Hundred fifty Dollars & for Which Plaintiff asks Judgment & for all proper Relief

And for another Cause of action Plaintiff States - That the said Henry Lamar Guardian as aforesaid, Made a pretended Settlement with the probate Court of Platte County Missouri on the 29th day of Aug past

1859. Whereby he charges himself with the Sale of Real Estate of said Ward of $1885 75/100 Dollars with Interest thereon at only $141.42/100 Dollars. Plaintiffs avers that said Settlement is false & fraudulent in this that he failed the said Simon, of $1885.75/100 Dollars Came into his hands in the year 1857, and that the Interest thereon up to the date of said Settlement would Amount to $278.61/100 When through accident fraud or mistake failed to Charge himself with $278.61/100 Dollars the Interest on said Sum of Money but Came into his hands but instead thereof has wrongfully & to the Great injury of the Estate of said Ward only Charged himself with the Sum of $141.42/100 Dollars Interest thereon — and had the said Guardian Charged himself with the Correct amounts of Interest, there would have been Left in his hands on the day of said Settlement the Sum of $2155.36 after allowing his credits, instead thereof the said Guardian only shows a balance of $201.47/100 Dollars in his hands at the date aforesaid

That on the 2d day of April 1860 the said Guardian made his Second pretended Settlement with said Probate by which he Charges himself only with the Sum of $215.95/100 Dollars Remaining in his hands at that at which Settlement he falsely & fraudulently, pretends to allow credits with the Sum of $25,00 for Board & Tuition

George H Graham for Plaintiff makes oath & states that the above Petition & the matters & things therein stated to the best of his

Geo H Graham.

Subscribed & Sworn to before me this 4th day of November A.D. 1863

Robt P Bell Clerk

No 940.

State of Missouri
Bates County Rebruary Term

A. J. Rebstein

vs

Henry Lamar

Sheriff Broaddus fee 1.00
Clerk will issue Ca. Sa.
upon Platte County Writ
Bennett Agnew for
Plaintiff

Filed November 4. A.D.
1863
Geo. W. Belt
Clerk

Know all men by these Presents that we Henry Lamar as princi-

pal and Napalion Lamar and James A Henry as Securities are held and firmly bound unto the State of Missouri for the use and benefit of Margarett J. Jones & John M Wood minor heirs of Enoch Wood dec'd in the sum of four thousand Dollars for the payment of which we bind ourselves our heirs executors administrators jointly and severally firmly by these presents Given under our hands and Seals this 18th day of February A.D 1857.

The Condition of the above is such that if the said Henry Lamar Guardian of the above named Infants shall faithfully discharge the duties of his office according to law then the above bound to be void otherwise to remain in force

Henry Lamar Seal
N A Lamar Seal
James A Henry Seal

Copy of Original on file in Probate Office
& of Record —

Filed Nov 4. A.D. 1863

Geo. W. Batt

Clerk

State of Missouri, } SCT.
COUNTY OF PLATTE.

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

You are hereby commanded to summon Henry Lamar

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 23 day of November next, then and there to answer to the petition of State of Missouri to the use of George K Gohen et alia

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

Witness, GEO. W. BELT, Clerk of said Circuit Court, with the seal thereof affixed, at Platte City, this 5 day of November A. D., 1863

Geo W Belt Clerk.

Executed this Writ by delivering to the
within named defendant Henry
Garner a true copy of the within
Writ & petition in Platte County
Missouri on the 7th day of November
A.D. 1863

W. J. Woods Sheriff of
Platte County Missouri
By Johns Woods D.S.

State of Missouri to the use of Lenee
Woods & ors Pltff

vs

Answer

Henry L'Amar defendant

The defendant for answer to the petition herein
denies that the settlements made by him
as Guardian for plaintiffs are fraudulent
or that the same should be surcharged
or set aside for any reason whatever
He admits the execution of the bond sued on
but denies that the same has been
broken or violated & alleges that there
is no breach thereof whereupon a suit
can be maintained. He denies that he
ever received or came in possession as Guardian
any negro name Dinah or any other slave
the property of said wards Granville Lamar
dollars or any other sum but he states that
the fact is that George Martin deceased the
Gr[redacted]father of his wards & the father of their
mother who was then & is now the wife
of defendant left a negro girl named
Matilda L'amar James Martin and directed
the defendant to sell her & return the
proceeds to purchase a woman in her
stead, said George Martin to furnish
the residue necessary should the
interest to give to said Matilda
L'amar which was done and he denies
that his wards ever had any right Claim

an interest in the said gift but he alleges that he died in the year 1849 leaving before the defendant qualified as Guardian for the plaintiffs, He denies he comes any time for said gift as that he ever had any service from her to which the plaintiffs are entitled to compensation for; He denies that the testatrix aforesaid has become possessed as that any right of action has accrued to the plaintiffs as that he owes them anything on account of any claim defendant denies that any of the said settlements were excessive or fraudulent or that any allowances were obtained by fraud or misrepresentation but alleges that each & every one was liberal to the annuls & much less than the actual amount expended & paid by him for board tuition & clothing furnished by him for them and states that the annuls were the children of his wife by a former marriage,

Admits the settlement made in August 1839 but alleges that same

was correct & just and that the charges & interest account therein stated are correct & proper and denies that the same should be set aside or altered, he denies that the said sum charged was received in time to be credited with any more interest than is allowed thereon & denies that £218-12 was or should have been credited to the said Mrs and £41 17 10 as credited in Settlement He denies that there would have been left £215 5.36 after allowing the Credits or any other amount than £2017 17 10 in the hands or charge. He denies that he falsely or fraudulently or unjustly caused £825 to be allowed in 2nd Settlement on 2nd April 1860. for Victim board & clothing and avers that the said Credit of £825 is just & correct and was duly allowed & approved by the Probate Court for board Victim & clothing & proper work out of Victim's property & estate. & the time of said Settlement: He denies that said sum was procured to be allowed by false & fraudulent means. He denies that the labor of said Wards was worth said sum of £825 or any substantial part thereof & charges that they were well & reasonably clothed & cared for according to the

Circumstances. He denies that Gilpin willfully
& wrongfully allowed the Purchaser Daniel Kellerman
or Robert Thudel for Less Rents or allowed
He denies that on the 7th day of April
1861 he procured by false or fraudulent
Means Wh allowed in Settlement of
Wards estate a credit of 223 pr bond
Clothing & Tuition of Ward and Charges that
such Settlement Credit & allowance is void
& Error and ought not be allowed in
Chancery in any Manner Whatever.
He denies that on the 7th October 1862
in his Settlement he through false &
fraudulent Means procured the allow-
ance & credit of $180 cts pr bond Clothing
& Tuition of Wards but Charges that the Sec-
-ond Court then allowed by Same
Probate Court & ought not be Set aside
He denies that the Annual interest
of his Guardians Wards Coffee estate
should exceed Clothing Bonds and
but Charges that the Respondent Should
Now and Just Means for that Purpose
Has Such allowed by the Court. & that he
has faithfully performed his Trust as
Just & Ordered under the requirements of
the Court. & Having fully answered
asks to be discharged with Costs

Stephen & Carroll
Attorneys for Defendants

Henry Lamar Moke, acknowledged that he executed the foregoing instrument and the matters & things therein as stated are true

Henry Lamar

Subscribed & sworn to before me this 16th day of March 1865

H. L. Comer
N. Public

George Tolman et al
vs
Henry Lancaster

Answer

Filed March 22nd
A D 1865
Geo W Belt
Clerk
per J Klepsenmandt
Deputy

STATE OF MISSOURI, }
COUNTY OF Platte } SS.

The State of Missouri:

To George Anderson, John Rhiemann wife

You are hereby Commanded, That setting aside all manner of excuse and delay, you be and appear in proper person before the Judge of our Circuit Court, at the Court-House in the Town of Platte City within and for said County of Platte on Saturday the 10th day of March then and there to testify and the truth to speak, in a certain matter of controversy now pending in our said Court wherein Geo K Gohean Plaintiff and Henry Lauman Defendant, on the part of the said Deff and this you shall in no wise omit, And the person or officer serving this Writ is commanded to have the same at the time and place aforesaid, certifying thereon his return,

Witness my hand, and the Seal of our said Court, Done at Office in Platte City in the County aforesaid, on this 23rd day of Feby A. D. 1886

Geo H Bell Clerk.

Officers Costs 1,50

No. 940

Circuit Court,

March Term, 1866

Subpoena,

George Anderson et al
John Whisman Wife.

Plf's
Def'ts } WITNESSES.

Day of Trial Saturday, March 10,

Green
vs
Lanier

Served the within by reading the same to the within named Geo Anderson and John Whisman wife this 28th Feb/66
A P Officer Staff

State of Missouri, } Sct.
County of Platte,

The State of Missouri, To Isaac Lewis, Thomas Murdock
Henry Laman

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 16 day of Nov 1866, to give evidence between Geo N Gohen

Plaintiff and Henry Laman

Defendant, on the part of the Plff

Fail not at your peril.

WITNESS, GEO. W. BELT, Clerk of said Circuit Court, with the SEAL thereof affixed at Platte City, this 7 day of Nov A. D. 1866

Geo W. Belt Clerk

940

Gohen
vs
Laman

Sub

Isaac Lewis 1st
Thos Murdock 2d
Denis Laman 3d

For Plff

Seized the within &
Bargain the same to
I Lewis Thos Murdock
Denis Laman Nov 12/86
N P Ogden Shff
Fee 1.00

State to the use of
Geo. K. Gohean et ux

vs.

Henry Lamar.

The Referee herein beg leave to report that after a full hearing of this cause and consideration of the evidence taken therein he finds that the defendant ought to be charged with the proceeds of the sale of the negro girl Drusie as charged in the petition of the plaintiff. That is to say with $400.00 at ten per cent interest compounded from the Feb. 13. 1857, the date of defendant appointment as Guardian. That the items of board clothing, schooling &c for 11 years beginning at 1849 and ending at 1860, claimed and allowed in the 2nd settlement of defendant Lamar as Guardian were unjust and improper and ought not to have been allowed and the Referee in statement of account herewith filed and to which reference is made has given the Guardian credit for three years board, clothing schooling &c from 1857 to 1860 at the rate of 25$ per year as ordered by Guardian. That the ~~attorney~~ County claimed and

allowed the defendant Lamar as in his 3rd
for board, clothing, tuition &c
and 4th settlements, were improperly,
and unjustly charged to his ward
Hardy and that the defendant ought
not to have any credit for the same.

The Referee further finds that interest
should be charged defendant Lamar
on the $1885.75 the proceeds of the sale
of the real estate of the ward, at the
rate of ten per cent per annum from
Jany 1, 58. And that the defendant
should therefor be charged with $278.6
interest on the same at the 1st Settlement
which is of $141 4½.

The Referee further reports
that it appears of record in the Probate
Court that the Plaintiff John Hardy
~~has become of age since the suit was~~
~~begun~~ now of age has settled in
full with his said Guardian the
defendant and that defendant
owes him nothing.

The Referee reports that after
ascertaining the amount due the
Plaintiff at the 1st Settlement of
Lamar as Guardian Sept. 6, 69 he
divided the said amount into three
equal parts and proceeded to make

a statement of account for Margaret and Jesse showing the defendant with the amounts in his hands as Guardian with compound interest at ten per cent and allowing him three per cent commission (the usual rate allowed by the Probate Court of this County) up to the commencement of this suit since which he has allowed no commission and has given credit to the Guardian for all amounts shown to have been paid out for his own hands or to said Wards since they have become of age, giving him credit for the same at the time of the said payments.

The Reference refers to Exhibit "A" containing Affidavits, depositions and admissions of parties, containing all the evidence submitted herein except the records and papers in the Probate Court admitted by agreement of parties and considered of evidence;

The Referee also refers to Exhibits "B" & "C" the same being the accounts of Henry Lamar Guardian with his two Wards Margaret Stark (now Goheen) and Jesse Stark showing the amounts due them on the basis of a/c herein.

The Referee therein finds that the Defendant Lamar is indebted to Geo. K. Goheen and Margaret J. Goheen (late Wood) his wife in the sum of Eleven Hundred, thirty five & 85/100 Dollars and to the Plaintiff Jesse Wood Eleven Hundred & fifty five & 75/100 dollars, with ten per cent interest from the 20th day of April 1868,

Given under my hand this 21st April 1868.

Saml. A. Gilbert
Referee

"A"

"A"

State of Missouri }
County of Platte }

I Samuel A. Gilbert appointed by the Circuit Court of Platte County, Referee, in the cause of State of Missouri to the use of Gohean & others vs. Henry Lamar, defendant, now sitting in said Court do solemnly swear that I will faithfully and fairly hear and examine the said cause and to make a just, impartial and true report according to my understanding. So help me God

Saml. A. Gilbert

Subscribed and sworn to before me this 30th day of March A.D. 1868.

Jno Orrick

Monday March 30th 1868.

Now at this day both parties appearing before me by their attorneys. It is admitted by the counsel for the defendant that Henry Lamar the defendant sold the negro woman Biah to George Anderson in 1849 for Four hundred Dollars, And by agreement of the parties by their respective attorneys the hearing of this cause was

continued to Wednesday the 1st day of April 1868, at the same place to wit, the Law Office of D. A. Gilbert in Benton Mo.

David A. Gilbert
Referee.

Wednesday April 1st 1868.

Now at this day at the place above mentioned the hearing of this cause is resumed and John W Martin being produced sworn and examined on the part of the plaintiff deposes and says. I knew the negro girl Dinah referred to in the plaintiffs petition. She belonged to my father George Martin. My sister Matilda the wife of the defendant took Dinah with her as a nurse. Not long after my sister had taken Dinah the defendant came to my father to get permission to sell her. My father at first did not consent to it but finally agreed that the defendant might sell the girl provided he would buy another for the use of the children of my sister Matilda by her former marriage with Hood. I heard the defendant agree to do so. I do not know that he ever bought another girl in place of Dinah.

The greater part of one summer my

niece Margaret now the wife of Benjn Gohean remained at my Mothers and went to school with me. I do not know that Lamar paid anything for his schooling or board during that time. James Lamar taught school at New Market in the summer of 1855 to the best of my recollection. I think he left there in the Spring of 1856 and went to Choctaw County.

Cross Examined.

My Sister Matilda was married to Enoch Hardy about 1835. During the Life of Hardy they kept house nearly all the time. They had Dinah with them a year or two before Hardy's death as a nurse. After the death of her husband my sister moved back to my Fathers house, bringing Dinah with her and used her as a nurse while she stayed there. In the Spring of 1849 after being a widow some two or three years she married Lamar and moved to his home near New Market and took Dinah with her. My Father died in August or September 1852.

Re-Examined.

Neither Henry Lamar or his wife ever

claimed to own Dinah that I knew
of. Mr. Lamar died in 1865 leaving
five or six children by the marriage
with Lamar. Two or three others of
Lamar's children had moved and re-
turned them to my father during his
life.

J. W. Martin

Jean Hardy being first duly sworn was
examined on the part of the Plaintiff
deposes and says. I am twenty seven
years old. I am the brother of Mrs.
Gohren. I lived with Lamar from the
time of my mother's marriage with him
until 1863. The girl Dinah lived with
my mother ever since I cannot recollect.
While my sister and Mrs. Gohren living
with Lamar she did the usual work
about a farm house such as cooking
washing, weaving &c. My mother took
in weaving and sewing and my sister did
the work. I think my sister went to school
a little in 1855 and probably in 1856
and not any since then. After she quit
going to school she went up into Daniel
County and staid there a couple of months.
She came back then and remained at

Lauan and worked until she was
married.

Cross Examined.

My sister was about ten years old
when Lauan married my mother. She
remained with my Mother most of the
time staying occasionally with our Grand
Mother, until she was grown. She was
going to school off and on until she was
grown. My Mother taught my sister to
read. My sister was dressed respectably
visited around and received company
as other girls. My Mother treated the
girl Dinah as her own. I do not know
that she claimed to own her as her property.
Lauan did not buy another negro
after Dinah was sold but got some
from my Grandfathers Estate.

Re-Examined.

Jeff G Wood

By agreement of parties by Counsel
the will of Lemp Martin dec, and
the Records and Papers in the Probate
Court relating to the guardianship of
Henry Lauan are the plaintiffs as
considered in evidence

Daniel A. Gilbert
Referee

Henry Lamar Guardian of Henry Eno &
Wood, minors vs Jesse Woods Executors

Sept 6th 1859	To Amt due as on 1st Settlement	587.55
	Interest on Same to Apl 6th 1860, date 2nd Settlt	62.09
		$649.64

"B"

Credits.

	By Guardian Commission 3 p/c from Sept 1858 to April 1860	53.61
	By Bond Selection & Written Award from 1857 to 1860 3 yrs	75.00
	1/3 Probate fees 2nd Sch. Apl 1860	.35
	1/3 Taxes " " " "	1.77 $130.73
		$518.91
Apl 2 1860	Bal due Ward	81.90
Apl 1 1861	Interest on Same 1 Year 10 p/c	$900.81

Credits

	Probate fees	33
	Guardian Commission 4½ p/c	24.56 21.14
	Balance	$75.42
1 Jan 1861		138.76
Oct 6 1862	Interest on Same from Apl 1860 to Oct 6 1862	$1011.68

Credits

	By Probate Fees	.22
	Guardian Commission 1½ yr 3 p/c	45.00 45.22
	Balance due Ward	966.46
Oct 6 1862		96.64
" " 1863	Interest on Same 1 Year 10 p/c	$1063.10
	Balance due	

Credits

June 1st 1863	Receipt of Jesse Woods for	200.00
	Interest on Same to October 1863	6 66/ 206 66
		$856.44
Febry 22nd 1864	Interest on Same to Feb 22, 1864	42 80
		$899.24

Credits

Feby 22, 1864	By Receipt of Jesse Woods	110.00 110 00
Feby 22/64	Bal due Ward & Jesse Wood	$789.24
	Interest on Same Compounded to Apl 20 1868	378.76
		$1168.00
	Balance due Ward	2.25
	Credited by Final Settlement this date	1165.75
	Balance due	

Statement of Accounts
of
Henry Lamar Guardian
of Lucile Woods minr

Exhibit "93"

Henry Lamar Guardian of Lewis & Richard Lamar

"A" Account as follows

Henry Lamar in a/c with Margaret.

January 1st 1858	Amt Guardian Rec from Sale of Real Estate		1865.75
	Interest on same 1 yr 6 mos to Sept 6. 1859. 10 p/c.	date of 1st Settlement	278 61
			100.00
Feb 13th 1869.	To Breeding & sale of Negro Girl 6		108.00
	Interest to Sept. 6th 1859. date of 1st Sett. 10 p/c		2672.36

Credits

By Probate Fees on 1st Settlement 9.70

9.70

Balance due Wards. Sept 6th 1859. $2662.66.

This Balance divided among three Heirs. will give to each.

Margarets 1/3 equal Share		$887 55/3
John	" "	887. 55/3
Lucy	" "	887 55/3

Mary Lamar Guardian
in a/c with
Margaret Wards. (Minor)

Sept 6th 1859. To Amt due at time 1st Settlement. $887 55/6

Interest on Same to Apr. 6. 1860. date 2nd Settlement 62.09

$949.64

Credits.

By Guardians Commission. 3 p/c from Jany 1858 to April 1860 33.61

By By Board. Clothing & Tuition of Ward. from 1857 & 1860 Both years 75.00

1/3 Probate Fees. 2nd Sett. Apr. 1860 35

1/3 Taxes " " " " 177. 130.73

April 2 1860 Balance due Ward April 2. 1860. $818.91

Apr 1. 1861	To Bal due Ward Margaret Ward Apr 4 1860			$ 818 91
	Interest on same 1 yr 11 p/c			51. 90
				$ 900. 81
	Credits			
	Por Probate Fees		33	
	Guardians Commission fr 1 yr 3 p/c		24 56	24 89
				$ 875. 92
Oct 6. 1862	To Bal due Ward Apr 4 1861.			875 92
	Interest from that date to Oct 6. 1862	10 p/c		135 76
				$ 1011. 68
	Cr			
	By Probate fees		.22	
	Guardian Commission 1 yr 3 p/c		45.00	45 22
October 6th 1862	By Balance due Ward			$ 966. 46
Oct. 6. 1863.	Interest on Same fr 1 year 10 p/c			96. 64
				$ 1063. 10
	Credits			
Feby 26 1863.	By Recpt Geo K & M. Gokeen		200.00	
	Interest on same from Feby 26. to Oct 6/63		14 25	214. 25
				$ 848. 95
	By Recpt Geo K & M Gokeen		50.00	50. 00
Feb. 1863.	By Balance due			$ 798. 95
	Interest on Same to March 1866.			215. 77
				$ 1014. 72
	Cr dits			
March 28 1866	By Recpt Geo K & M Gokeen		85.00	85 00
" " "	By Bal due Ward.			$ 929. 72
Apr 24, 1866	Interest to April 24 1866 10 p/c.			208. 41
	Balance			$ 1138. 13
	Credited by Net Proceeds of Sale of Mule			2 25
	Balance due Ward			$ 1135. 88

Statement of Defendants

of

Henry Lennox Gardiner

&

Margaret Gorkers

Exhibit "G"

Geo. N. Gohean
et al
vs
Henry Lamar
Report of Referee

Filed April 21st 1868.
F. M. Tufts
Clerk

State to the use of
Henry Gahan & wife
vs
Henry Gahan defendant

Filed Feb 15

The defendant comes and files his exceptions to the report of referee filed herein.

He excepts to the report because the defendant is charged with the specific sum named in the evidence shows the investment to Mrs Meade as an advancement & that as between the parties the property of Meade had no right to be levied upon

Because the amount found is excessive,

Because neither the witness Gahan or witnesses, & because the same is against

Because the declarations of Meade were received to contradict his will,

Danl Sharp & Cohen
atty for def

Clerk to the use
of Galveston
no Execution
to issue.

Henry Lamar

Filed January 21st 1868.
S. M. Swift
Clerk

Grand Army
October adj'd Term 1869.

C. C. Redman V
W. H. Ballard V
Burk McComas V
James Kirkendall V
A. B. Woolston V
K. B. Cecil V
N. J. Bemis V
James M. Steele V
James R. Boydston V
John W. Millikin V
John Cain V
A. E. Wilkinson V
W. H. Roney V
John Collins V
Joshua Pumphrey V
Noah Beery V
Edward R. George V
M. G. Cox V

96 14
18
20 8
26 4 1/2
41 2 1/2

12.7

5 1/2 # 5.5,75 and # 18,75 # 16.50

In the Circuit Court of Platte County Missouri.

George D. Humphreys, Lucius H. Lemp, Dent G. Tutt & John F. Baker Plaintiffs

against

Benjamin Nook, John Barbee & Hughes & Moore The Western Marine Insurance Company defendants

Plaintiffs state that on the 1st day of 1860, they were and now are, the owners of the following real Estate situate in the county of Platte and State of Missouri to wit Part of the North East Quarter of Section Seven (7) Township 53 Range 35 described as beginning at a stone planted on the centerline of said section seven (7) whence bears an Elm tree 60 inches in diameter North 1° E. 37 links; thence running East by said centerline 25.80 chains to the quarter post, between sections 7 & 8, thence Northwardly along said line. 20 chains to a stake and stone fence, whence bears a hickory tree 18 inches in diameter, North 56½° E. 42 links distant; thence westwardly parallell with the Center Line 24.86 chains to a stone in the State road from Weston to Plattsburg, thence along said road to the beginning containing 51.18 acres more or less:

Plaintiff states that in the year 1859 they recovered judgment against one Elias

Barbee in the Circuit Court in & for the County
of Saint Louis in the State of Missouri for the sum
of $. That execution issued on said
judgment directed to the Sheriff of Platte County,
who levied the same on the real estate aforesaid,
and on the day of March 1860, said real es-
tate, by virtue of said judgment execution
and levy, was by the Sheriff of Platte County
sold at public out cry at the Court house door
in the town of Platte City, and while

Laheen vs Laman

The defts answer marks the issue that the negro woman was given to his wife. The evidence shows that the wife of defendant had been in the undisputed possession of the slave Dinah for five years & under the statute then in force she became the property of his wife Margaret Laheen. See acts of 1855.

The calculations of the Referee gives the defendant no proper credits for the board & education of the minors,

The will of Gen Martin does not name the slave Dinah, it does not mention the plaintiffs the first Children of Gen Martin's nor Laman by words, but devises to her one seventh of his estate undisposed of & Laman has used the woman as stated by Gen Martins order then without a special delivery of the assets by will it was only a debt of Laman to mention on the Children & the statute of limitations bars it,

this suit was brought in 1863

State [illegible] of
Erhem
vs
Lamar

"HEAR BOTH SIDES."

REPLY

TO THE MISREPRESENTATIONS AND ERRORS CONTAINED IN THE CIRCULAR ISSUED BY THE COMMITTEE OF A SO-CALLED "MASONIC CONVENTION," HELD IN PALMYRA, MAY 11, 1870.

ST. LOUIS, *June* 16, 1870.

We, the Directors of the "Masonic Hall Association of St. Louis," have read with a great deal of surprise and pain a circular issued by a committee appointed by a so-called "Masonic Convention," held in Palmyra; said meeting consisting of representatives from NINE Lodges out of THREE HUNDRED AND TWENTY-SEVEN Lodges in the State, said nine Lodges being located in the Northeast corner of the State. This so-called "Convention" was held without any authority of law, and in direct disobedience of the expressed will of the Most Worshipful Grand Master, and has, by a most wilful perversion of facts, arraigned the integrity and powers of the Grand Lodge, and misrepresented the motives and honor of its officers and committee. The Masonic Hall Association does not presume to defend the Grand Lodge of Missouri, as it is amply able to defend itself and punish those who set themselves up in antagonism to its rightful authority and dignity; but we do, in a fraternal spirit, claim the right to defend this Association from the foul aspersions cast upon its motives, and do hereby declare the true state of the case, to the end that the craft may not be misled by the statements of mere partisans. We wish it, at the very outset, to be distinctly understood that we do not arraign the craft who constituted the membership of the Lodges which were represented, but that our reply applies exclusively to a very few certain leaders, who have been the cause of this so-called "Convention" and the wrong it has done. We shall take up the insinuations and errors of the circular in the order in which they appear:

1st. It says: "You will find that on the fourth day of the Grand Communication, when out of 161 Lodges that had been represented only 76 were there to vote, by a minority of Lodge votes, and only 16 majority of individual votes (not created, we trust, by the presence of ST. LOUIS Past Masters), the Grand Lodge inaugurated a scheme," &c., &c.

The reader might be led to suppose that the matter was postponed until the "fourth day" for some sinister purpose, whereas it is well known that the Grand Master referred to the matter fully in his address on the first day, which was chiefly occupied in organization, appointing committees, &c.

The Special Committee was appointed from the most intelligent and prudent members of the Grand Lodge, all of them from outside of the city of St. Louis. They worked diligently the whole of the second day, Tuesday; they could not report on the third day, Wednesday, because it was consumed in the morning by the annual election and in the afternoon by the dedication of the new hall corner of Benton street and Broadway. On the morning of the fourth day, Thursday, the Special Committee stated they would be ready to report at 2 o'clock, and the hall question was made the special order for that hour, at which time it was taken up and fully discussed and a vote arrived at that afternoon. It will, therefore, be seen by any candid and impartial mind that, considering the great importance of the question at issue, it was brought before the Grand Lodge at as early a date as possible, and if many of the Lodges were not represented, it was the fault of the delegates who left before their duties were fully over, and is certainly not the fault of those who remained. Relative to the contemptible inuendo cast at the St. Louis Past Masters, it is only necessary to say that there are over 70 P. M. belonging to St. Louis Lodges, yet the record shows that only ten of them ever attended the Grand Lodge during the whole of that session, and not all of the ten were present at the time the vote was taken, and out of 13 Lodges in the city, having 65 Lodge votes, only 8 Lodges were present to cast 40 votes, so that it is mere nonsense to call it a St. Louis vote.

2d. They say "the magnitude of this project, as well as *the manner of its adoption*, which has aroused much indignation and given rise to a spirit almost of *rebellion* in some localities," &c.

This "*manner of its adoption*," italicised by the committee, we have completely answered by the reply to the first insinuation, and as for the "rebellion," it exists only in the imagination of the authors of the convention, and "the wish is father to the thought."

3d. The following is such a connected tissue of misrepresentations that we reproduce them entire, in order that you may fully understand our reply. The italics are by the authors of the circular. It says:

"It is proposed not to *purchase*, but to take stock to the amount of $200,000, in addition to the $10,000 already subscribed by the Grand Lodge, in a building in St. Louis which as yet has not proven a profitable investment to its proprietors, whom we can but think, if they were *convinced* that even one-half the *profits* which the *figures* are made to produce would be realized in *eight* years, not even their great love for the Order nor their anxiety to *localize* the Grand Lodge at St. Louis would induce them to relinquish the prize and release from their 'grasp the golden opportunity now flashing on their vision.' This building was not constructed by the

brotherhood exclusively for *Masonic* purposes, nor can it be called, strictly speaking, a *Masonic* building, but is a business house, built by a few speculators in St. Louis, with comparatively small Lodge Rooms in the third and fourth stories, rented to city Lodges—enough, perhaps, to justify its being called *Masonic*, if, perchance, the name might give it notoriety and add a stipend to the rental. The first story is divided into eight or more storerooms, but one-fourth of which, as we are advised, have as yet been rented, though nearly two years have expired since its completion, thus showing that its locality is not an advantageous one. The second story is a large Concert or Dance Hall, constructed without any reference to the law of accoustics, with numberless windows in the east and south sides, and a large platform in the west, so that when the Grand Lodge occupied it in 1868, the 'Grand East' was in the west. Even if it were *lawful* to localize the Grand Lodge, it is totally unfit for a Grand Lodge room, nor can it be made so without fitting it up exclusively for that purpose, thus cutting off a large portion of the rental. There is not another room in the building large enough at present, and how will it be in 1877, when we *will* have 29,229 members in the State? So far, then, as its being of any advantage to the Craft as a *home* over any other huge pile of brick in St. Louis, the Grand Lodge might, with just as much propriety, have invested in the St. Louis Elevator and called it a Masonic Temple, with a much better prospect of realizing money out of it. Hence we can not see how the acquirement of this barn of a building 'would be a more glorious achievement than the conqueror's fame or the poet's laureate.' The inducement is no other than that which pertains to a horse railroad or a smelting furnace at Carondelet, in either of which the Grand Lodge might with just as much propriety have invested, with the prospect of a more profitable speculation, especially if it was christened with the *name* of our justly popular Order, in whose name so many *mercenary* schemes are accomplished. So, then, however desirable and gratifying it might be (if we could *afford it*) to have, like our brethren in olden times, a Temple to which we could make a yearly pilgrimage and offer up our devotions to the Great Architect of the Universe, with a feeling akin to Eastern idolatry; yet the edifice to be invested in is no more such a place than the vast sink-hole which now marks the spot where the Temple once stood is the magnificent structure itself."

In the first place, any one of common sense knows that whoever owns the stock of a corporation owns the corporation, and whoever buys the stock, buys the property, and the great franchise granted by the State can only be secured by the Grand Lodge by the ownership of the stock, as the franchise is given to the stockholders and no one else. Therefore, the Grand Lodge becomes the purchaser and owner of the Hall Association; in other words, it becomes itself the Association, and out of its own membership elect the Directory.

In the second place, it was built exclusively for a masonic home, and, in order that it might be self-sustaining, it has the addition of stores, and a large hall for Grand Lodge and public purposes. *All* the stores are rented, and were rented long before the so-called Convention was held, and we are led to believe that the chief mover of said Convention knew it at the time.

In the third place, the large hall was built with special reference to

acoustics, and is pronunced by the best speakers as the best hall of its size in the Western country, and the "Grand East" of the Grand Lodge in 1869 was located in the East. It is the only room in the State suitable for a Grand Lodge, which is large enough for the delegates from this State; and if cut down in size, as suggested by the circular, it would be too small for anything else as a source of revenue, and too large for any subordinate Lodge in the State. We suppose if the *experienced* parties who wrote the crircular were to build a hall for the Grand Lodge they would erect such an one as could be used only once a year, as a LODGE ROOM large enough for the Grand Body would be useless for a subordinate, and thus would be exhibited the ridiculous spectacle of investing about $75,000 to lie entirely idle 51 weeks in the year, and used the other week without rent.

In the fourth place, the unmasonic and untruthful insinuation that this Association invited any action by the Grand Lodge out of *mercenary* motives is totally unworthy of any reply from honorable gentlemen, but, to show its worthlessness, we will here state a fact which we have endeavored out of modest motives to conceal, viz.: That not a single individual who has ever been connected with the Association since its first organization down to the present day, from the President down to the Secretary, have ever received one cent for all the work they have ever done, but have been great losers, both in money and time, to aid in the completion of a temple designed only for the general and lasting good of the craft at large. Therefore, the cheap and special pleading of the circular will be appreciated for what it is worth.

4th. So much of the circular as appeals in behalf of the home Lodges is met by the simple fact that the Grand Lodge desires to make provision for all those, by providing an established revenue, without unending annual taxation, and in the future be enabled to aid all poor and worthy Lodges throughout the State. It can not do it except by some measure complained of by the brethren at Palmyra, and it is sheer nonsense to say that the Grand Lodge may not make financial provision for its Lodges, by a vote of the Lodges themselves, in Grand Lodge assembled. Of that matter, however, the Grand Lodge is the only proper place to discuss it. The building is kept insured up to a point that perfectly covers the Grand Lodge investment, even np to the $200,000 subscribed.

In conclusion, it is left to the candid Mason of every Lodge to measure the motives which prompted the circular to which we have replied, the special pleadings resorted to, the personal attacks made therein, the covert and unmasonic inuendoes cast upon the honor, the motives, the wisdom and the integrity of the members of the Grand Lodge who voted for the subscription, as well as the unjust assault upon this Association, are all evidences to our minds that truth was not the object sought after, but rather an effort to mislead the public masonic mind, and to create prejudices and discord.

upon baseless assertions. The almost criminal attack covertly made by the circular upon the integrity of the Grand Secretary, whose honor has never before been impeached as a man or Mason, is almost without a parallel in masonic discussion, and in order to allow him an opportunity to vindicatd himself before those who may not know him personally, we have permittee him to append a reply to the latter part of the Palmyra circular, which evidently is intended to refer to him.

Hoping the Craft will give the whole subject a most thorough and scrutinizing investigation, we are,

Truly and fraternally yours,

J. H. McLEAN, *President*,
JNO. B. MAUDE, *Vice-Pres.*
J. H. BRITTON, *Treas.*
JNO. W. LUKE,
WM. N. LOKER,
THOS. RICHESON,
ALBERT FISCHER,
WM. BOSBYSHELL,
DAVID R. POWELL,
} *Directors.*

NOTE.—The directors would fraternally request that the brother who receives this will be kind enough to get permission of the W. M. to have it read in open Lodge, in justice to both sides, so that the brethren may fully understand the case before them.

PERSONAL REPLY OF THE GRAND SECRETARY.

OFFICE OF THE GRAND SECRETARY, *St. Louis, June* 16, 1870.

DEAR BRETHREN: For the first time in my life I am called upon to defend myself, officially, from a malicious and wilful attack upon my honor and character as a man or Mason. I regret very much the necessity which has called it forth, but a proper respect, not only for myself personally, but for the honorable position of trust and confidence which I hold by my office toward the craft of the State, demands that I should expose the miserable slander attempted to be put afloat by certain parties for purposes best known to themselves.

In a circular issued by Bros. S. W. B. Carnegy, M. M. Tucker, G. Phillips, H. Drescher and Rufus E. Anderson, on the 11th of May, 1870, at Palmyra, Mo., the following clause appears, to-wit:

"But grant the *right* to do, and the *propriety* of the *manner* in which it was sought to *be done*, if our information be correct the resolutions(?) were *never adopted*. From the proceedings we find that a *majority* of Lodges voted 'No,' yet with the individual vote *six* majority is *reported* in *favor* of the proposition. Lodge No. 215 is *reported* as voting on *both* sides. Bro. John G. Foss, a member of this Convention, asseverates that he was the

only delegate of St. John's Lodge, No. 28, to the Grand Lodge, and that he did not vote at all, or authorize any one to vote for him on the subject, and yet that Lodge is *reported* as voting 'Aye.' These *slight* mistakes, likely to occur in matters of so little moment, evidence a want of *care* on the part of some one, and if corrected, would show a majority *against* instead of in favor of the resolutions (?) Charity prompts us to conclude that the whole move was simply the result of zeal in a good cause, which sometimes inadvertently acts upon the maxim, 'The end justifies the means.'"

As my reply may come to some who have not seen the Palmyra circular, it may be necssary for me to state that the foregoing relates to the vote in Grand Lodge relative to the assumption of the bonds and the purchase, through stock, of the "Freemason's Hall" in St. Louis. As I was Grand Secretary at the time and keeper of the records, the insinuation that there was an intentional error in the records can apply to no one but myself. Relative to the vote of St. John's Lodge, No. 28, of Hannibal, wherein Bro. John G. Foss says he never authorized any one to vote for him, I can only say that his Lodge was called each time, and each time voted "Aye," who voted it at the time it was utterly impossible for me to know, as it was of any other Lodge; but since the question has been raised, the whole truth has come out through an inquiry by the S. G. Warden, and the following certificate, issued upon the Masonic honor of a Grand Officer who was never known to tell a lie, nails the denial of Bro. Foss to the counter:

CERTIFICATE OF GRAND TYLER.

"This is to certify that during the session of the Grand Lodge of Missouri, in October, 1869, Bro. John G. Foss, W. M. of St. John's Lodge, No. 28, called on me as Grand Tyler and stated that he would be compelled to be temporarily absent from the Grand Lodge to visit some friends in the county, and that if the vote on the Masonic Hall question came off during his absence, to get Bro. Alex. M. Dockery (the S. G. W. elect) to cast the vote of his (Foss') Lodge for him in favor of the hall; the vote was taken before he got back and I reported to him what the result was, and that the vote of his Lodge had been cast in the affirmative, as he directed, and he seemed much gratified at the result.

"Given under my hand and seal of the Grand Lodge this 16th day of June, 1870.

[SEAL.] "JOHN GEEKIE, *Grand Tyler.*

"Attest: GEO. FRANK GOULEY, *Grand Secretary.*"

This disposes of the vote of *that* Lodge in the mind of every intelligent and honest Mason.

Relative to the vote of Lodge 215 appearing both among the "ayes and noes," it occurred through a misprint of the printer who set up the proceedings. It was corrected in the "proof," but overlooked when the form was sent to press. The correct record, the original of which I have preserved, and from which the vote was called, shows that Hornersville Lodge, No. 215, voted "aye," which will be attested to at any time by its officers, and Knob Nos-

ter Lodge, No. 245, voted "no;" but does not appear on the published record as having voted at all. The figure 4 being substituted by the figure 1, by the printer, caused No. 215 to be reported on both sides of the question. Bro. Witherspoon, the W. M. of Knob Noster, will certify that his Lodge voted "no."

This disposes of the misprint on which the Palmyra committee has based as infamous a slander as was ever invented by a person calling himself a Mason. Whoever wrote that part of the circular says: "Charity prompts us to conclude that the whole move was simply the result of zeal in a good cause, which sometimes inadvertently acts upon the maxim—"the end justifies the means."

I do not ask any such charity from that committee, for the simple reason that no end would, in my opinion, justify anything but honorable means; for if any question can not stand upon its own merits it deserves to fail; and, as the custodian of the Grand Lodge records, archives and seal, I feel a sacred responsibility in every official act I perform; and as an officer I know no issues, no men or set of men, nothing but my solemn duties for the good of the great Craft at large, whose servant I am. As to the merits or demerits of the question at issue I have nothing to do—I have not one particle of personal interest in the premises; and as an officer I have felt it my duty to do nothing but obey the orders and will of my Grand Lodge. She is able to take care of herself, but as an officer I protest against the right of any man or set of men, in order to accomplish certain ends, to publicly arraign the honor and integrity of a Grand Officer, as such, and virtually to discredit his official acts. It is a very serious matter, much more so, probably, than the author of the slander, in his ignorance of masonic propriety, supposed at the time, and I in charity am willing to suspect that disappointed ambition had much to do with the language of the circular; but I shall demand that the party, who made this infamous charge against me shall either make it good in Grand Lodge or retract it, or else stand before the Craft at large as one totally unworthy of the character of a gentleman or Mason. I make this reply principally for those who do not know me, as those who do need no explanation from me.

Truly and fraternally,

GEO. FRANK GOULEY, *Grand Secretary.*

P. S. If any of the brethren who shall read this have not seen the Palmyra circular they can probably get it by addressing Bro. R. E. Anderson, P. D. G. M., at Palmyra, Mo

APPENDIX.

VIEWS OF THE SECULAR PRESS ON THE ACTION OF THE GRAND LODGE RELATIVE TO THE MASONIC HALL.

[From the Missouri Republican (Editorial) May 1, 1870.]

MASONIC WIDOWS AND ORPHANS' FUND.

As we understand it, one of the objects of the order of Free and Accepted Masons is charity. The written history of the Masonic institution, as it is organized the world over, sufficiently proves that its claim in this respect is no empty boast, such as might emanate from a secret conclave to hoodwink the rest of mankind as to the character of its real designs. Its public acts are ample guaranty of its private purpose. The record of these is a noble one, of which every individual member of the order may feel justly proud. For this reason principally—because it is most plainly evident—the secret organization known as Freemasonry has been protected and encouraged in every country whose government is at all enlightened by free principles.

Thus guarded and patronized it became popular, and a power having its own distinct functions to perform in the machinery of society. So we find it in the nineteenth century, perhaps, the most universal organization in existence. Freemasonry is said to be ancient. We have nothing to do with its antiquity, and speak of it only as it exists in this age. It is not controlled by the superannuated, nor is it subject to the whims of inexperienced youth, but belongs to moving generations of live men, who take active part in other affairs of the working world, embracing every department of the social economy. Fresh blood is being continually poured into its veins from the best springs of humanity, and this prevents it from becoming ancient, in the sense of out of date, or obsolescent. At least this is the philosophical view taken of it by those who observe its proportions and general effect from without.

Taking all these facts into consideration it is not surprising that Freemasonry should thrive on the continent of America. The genial soil and atmosphere of a republican government was particularly favorable for its growth and strength. It was ready to enter with spirit into every solid, progressive movement which promised to inure to the general good, and

everywhere it sowed the seed of its unostentatious benevolence and inculcated principles of good will and peace.

In the United States every State has an independent organization, giving rise to generous emulation in the conduct of their business and labor. The various jurisdictions have organized special charities and provided for their permanent endowment in their own way. They have built magnificent structures known as Masonic halls and temples. These are in a high degree ornamental to the cities of which they form a part, and in various ways contribute to the objects of the institution. It is pleasant to reflect that the Masons of Missouri are not behind those of sister States in their zeal and ability to embody this laudable spirit of the age, which, however, could not be said of them until of late years. They have now redeemed their share of the general reputation of Missouri, and have built a temple which speaks for itself and them. Not only this, but they have vested the ownership where it will be productive of incalculable benefits in the future—benefits which must inevitably fall where they rightfully belong, in the path of the poor and needy. Some comparatively late movements regarding the Freemasons' hall have secured the object above alluded to and deserves public notice.

Quite a small body of Masons of the city of St. Louis took the responsibility of buying the grounds and building the structure, believing that in good time the great body of the State would come to their aid, assume its indebtedness and secure its lasting benefits. The time came. The Masonic Hall Association, owing about $100,000 paid up stock, made a proposition, by resolution, to the Grand Lodge at its annual session in October last, that the Grand Lodge assume the payment of $200,000 worth of bonds at their maturity, covering the whole debt, and take that amount of stock, to be issued by the association as the bonds are paid. To meet this obligation there was also proposed an annual assessment of one dollar each on the whole membership of the State. It was shown that at the end of eight years this special tax, together with all other Grand Lodge dues, might cease, and that at the end of the fifteenth year, when the last bonds mature, the Grand Lodge would be possessed of two-thirds of the stock and have accumulated on the property the sum of $81,000 as a widows and orphans' fund.

To the honor of the brotherhood of Missouri be it said, the proposition was accepted; the Masonic Hall Association and the Grand Lodge both being corporate bodies under the statutes of the State, the business was closed. On this basis the association issued bonds to the amount of $200,000, all of which have been sold, and Freemasons' Hall, together with its valuable legislative franchise, is secured to the fraternity of Missouri.

This movement, in its grand results, will prove a far nobler monument to the wisdom and foresight of the craft than the erection of the building itself, since it establishes and endows a permanent charity, the proceeds of which can be claimed as a right by the widows and orphans of its founders, including all the Masons of the State and their successors forever.

[From the Missouri Democrat (Editorial), May 30.]

WHAT THE FREEMASONS OF MISSOURI HAVE DONE.

We have heard that it was for a time doubtful whether the Masons would be able to retain control of the fine structure which they had built corner of Seventh and Market Streets. We now learn that the Masonic ownership of

Freemasons' Hall has been firmly established, and secured for all time to come. It may be of interest to the general public to state how this came about.

The Masonic Hall Association, comprising but a few members of the Order in St. Louis, bought the lot, and, in the face of many difficulties, built the house, in the hope that at the proper time the Fraternity of the State at large would relieve them of the burden of debt they had incurred, and thus secure a controlling amount of stock to carry out practically the benevolent design of the Order of Freemasonry.

In this the Association was not disappointed. Stock to the amount of $100,000 had been taken. The bonded debt amounted to $200,000. The Board of Directors made an exhibit of figures to the Grand Lodge at its last session in October, showing that if the Grand Body of the State should assume the payment of the debt, and take stock as it was paid, at the end of fifteen years the Grand Lodge would own the controlling interest in the property, and have a surplus of $80,883 as a fund for destitute widows and orphans. It was shown, moreover, that this could be done by an assessment of one dollar a year on each member for a term of eight years. A proposition to do this was embodied in a series of resolutions which were adopted, and thus the Masonic Hall was saved to the Fraternity and its substantial benefits in the future to the poor and needy.

The transaction being accomplished according to the law made and provided for such transfers, the Association issued new bonds to the amount of $200,000, all of which found ready sale. Under the provisions the last bonds will mature in fifteen years, and the Grand Lodge will have endowed a most noble permanent charity, which will stand longer and excite more admiration than the building which forms its nucleus. The small tax of one dollar per annum for eight years is, after all, merely a loan, for at the end of that time it will relieve the members from a further payment of Grand Lodge dues, and is safely invested as a charity fund which will be the equal right of all who assisted to found it, and their successors forever.

The Masons of Missouri have built a fine hall, which they own, and have established a fund for the relief of the needy who have claims on them.

It is impossible to tell the extent to which this fund may grow in the future. Its basis is on property which ranks among the best in the city, and which is covered by a Legislative franchise worth as much as the property itself—exemption from taxation. It will doubtless prove a never-failing fountain of succor to those who most need refreshment and rest in the pathway of life. After the whole thing is accomplished, this pleasant reflection will ever be associated with its operation. It is not a bounty provided by a few, nor a charity doled out by a paiuful sense of duty, but a right which has been purchased by the brothers and ancestors of those who participate in its enjoyment.