John Thomas Ward
(30 Jun 1835–30 Dec 1883)

&

Sarah Ann Elizabeth Scarborough
(3 Sep 1838–25 Mar 1914)

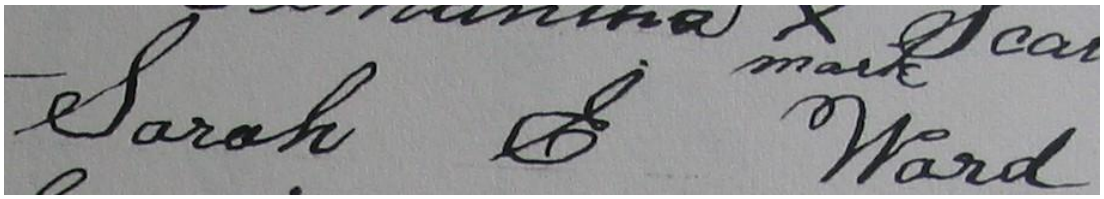
of

Lowndes & Wilcox Counties, Alabama

and

Farmerville, Union Parish, Louisiana





by Timothy Dean Hudson

♦ ♦ ♦ ♦ ♦ ♦

Contents

Introduction 4

I. The Lives of Jack Ward & Betsy Scarborough

1. Early Lives in Alabama & Louisiana 6
2. Antebellum Middle-class Planter 8
3. Reconstruction & Bankruptcy 10
4. Postwar Occupation 14
5. Annual Ritual: Mortgage & Plant 18
6. Jack & his Big Brother 22
7. Jack Ward's Final Years: 1882–1883 24
8. Widowed at 45 27
9. Epilogue 29

II. Children of Jack Ward & Betsy Scarborough 32

III. Brief Biographical Sketches of Jack & Betsy's Children

1. John David Ward 34
2. James Addison Ward Sr. 34
   - Emancipation of James Addison Ward 39
   - 1927 Death of James Addison Ward Jr. in Automobile Accident 41
3. Sarah Ann Elizabeth Ward McGough 44
4. Mary Ann Ward Taylor 49
5. Cynthia Jane Ward Brantley 51
   - 1927 Death of Oliver Marion Love Jr. in Automobile Accident 54
6. Matthew T. Ward 57
7. Henry Jefferson Ward 57
8. George Allen Ward 59
9. Nancy Theodosia Ward Hudson 62

IV. Abstracts & Transcriptions of Records of Jack Ward & Betsy Scarborough 65

V. Lawsuits of John Thomas Ward & Sarah Ann Elizabeth Scarborough

1. Elizabeth H. Brigham vs. John T. Ward & John R. Auld 85
2. Elizabeth H. Brigham vs. John T. Ward & Elijah H. Ward 87
3. Andrew T. Hayes vs. J. T. Ward & Estate of H. D. Goyne 89
4. Sarah Ann Elizabeth Scarborough Ward vs. John Thomas Ward 93
5. Elijah Hubbard Ward vs. John T. Ward 96

6. Elizabeth Ward & John T. Ward vs. Peyton Roan 99
7. D. Stein & Co. vs. John T. Ward 102
8. Dempsey Joiner vs. John T. Ward 108
9. William C. Smith vs. John T. Ward, Sarah E. Ward, & James A. Ward 113
10. D. Stein & Co. vs. John T. Ward 116
11. David Reddin vs. Elijah H. Ward & John T. Ward 118

VI. Tragedies and Feuds

1. The Bushwhacking of James F. Malone at Jack Ward's Farm 119
2. Ward-Auld-McGough-Joiner Family Feuds & Bushwhacking 121

Notes 124

♦ ♦ ♦ ♦ ♦ ♦

Introduction

These notes describe the lives of John Thomas Ward [Jack] and Sarah Ann Elizabeth Scarborough [Betsy], a couple who married in 1854 in Farmerville, Union Parish, Louisiana. Natives of Alabama, as children both Jack and Betsy moved to the Ouachita Valley of northeastern Louisiana with their parents and settled in the rolling hills of the region bounded between Bayous D'Arbonne and d'Loutre, about six or seven miles east of Farmerville.

After their marriage, Jack and Betsy settled on the 160-acre tract of land that he purchased from his father a few months after their marriage. The property lay along what was then called the Port Union Road that connected Farmerville and the mouth of Bayou d'Loutre on the Ouachita River. Jack's father had helped build that road in 1839–1840 soon after the Wards arrived from Alabama. Today, the road is known as the Wards Chapel Road. Jack and Betsy spent their lives there and in Farmerville, operating their farm, raising their children, and with Jack working as a constable and deputy sheriff.

Jack's father had established a Methodist Protestant Church on the edge of his property soon after they arrived from Alabama, and Jack attended services there. Betsy came from a line of staunch anti-missionary Baptists who helped form Primitive Baptist churches and associations in Alabama in the 1830s. Her parents and grandparents helped constitute the Liberty Hill Primitive Baptist Church in 1848, and Betsy Scarborough Ward herself joined Liberty Hill Church in 1871.

Although Jack's lifespan fell entirely within the nineteenth century, and Betsy's extended a mere fourteen years into the 1900s, they do not seem far removed from those of us who lived during the last few decades of the twentieth and first few of the twenty-first century. They were the maternal grandparents of my grandfather, himself the youngest surviving child of Jack and Betsy's youngest daughter, Dosia Ward Hudson. Although my grandfather was a mere toddler when Betsy died in 1914, his sisters and brothers all knew *"Grandma Ward"* well, for her farm adjoined hers.

Moreover, my grandfather's aunt and first cousin, Janie Ward Brantley and Willie Brantley Love, lived with Betsy on her farm until her death. As an only child, Willie naturally had a close relationship with her first cousins, especially to Granddaddy. He grew up hearing stories about Jack and Betsy from his mother, Willie, and his older sisters. Several generations later, Granddaddy repeated these family stories to me. Hearing my grandfather's relatives' recollections about *"Grandma Ward"* and Jack and Betsy's migration to the Wards Chapel region east of Farmerville from Alabama somehow makes the connection seem much more recent even though nearly two centuries have passed since their births.

Obsessed with the westerns so popular in the 1960s and 1970s, I found myself captivated by Granddaddy's family stories, and they instilled in me a lifelong fascination and interest in the local history of Union Parish, Louisiana and our own family history. Wanting to learn more details, I began researching the Ward, Seale, Scarborough, and Fowler families while still a teenager in the 1980s. These notes result from this research into the lives of these people.

Timothy D. Hudson
Amite, Louisiana
2025

♦ ♦ ♦ ♦ ♦ ♦

Early Lives in Alabama & Louisiana

John Thomas Ward, more casually known as *"Jack,"* was the second son of David Ward (c1806–4 May 1882) and Cynthia Seale (c1812–27 Mar 1857). His June 1835 birth occurred while his parents still owned their 40-acre farm in southeastern Lowndes County, Alabama, near the plantation of Jack's grandfather, James Seale, and those of his mother's siblings. He was born merely a few months before the extended Ward family left their homes in south/central Alabama and moved westward. Jack's grandfather, Elisha Ward Sr., may have already moved across the state line into Mississippi prior to his birth, but even if Elisha grew his 1835 crops in Lowndes County, he had settled in Kemper County, Mississippi by January 1836.

In March 1836, while still a Lowndes County resident, David Ward purchased government land in Mississippi that adjoined his father's property. Despite his Mississippi purchase, all evidence suggests that David Ward returned to Alabama and grew his 1836 crops there. However, instead of following his father to Mississippi, in January 1837, David, Cynthia, and their children Mary (10 years), Hub (7 years), Rachel (4 years) and baby Jack (18 months) joined the group of settlers from led by Col. Matthew Wood and his son-in-law, John Taylor, the former Butler County sheriff, and headed west towards northern Louisiana.

Upon the Wards' February 1837 arrival in northwestern Ouachita Parish near Bayou d'Loutre, Louisiana, David Ward purchased eighty acres of vacant government land. However, by the end of the year, he had decided to settle elsewhere, and in December 1837 Ward bought an additional 120-acre tract of vacant land at the government land office at nearby Monroe. His farm lay about six miles east of what is now Farmerville, the parish seat of the newly created Union Parish. Two years later, David Ward helped to construct the first road through the region that ran from Farmerville through the Ward plantation and on eastward towards the Ouachita River.

Soon after their arrival in Louisiana, the need arose for a family cemetery, for Jack's grandfather, Elisha Ward, died in August 1838. Jack's parents chose a spot near the edge of their plantation to establish a family burial ground, probably with Elisha Ward as the first person buried there.

David and Cynthia Ward followed the Methodist Protestant faith, and they soon helped form a local church and gave a tract of land beside their family cemetery for the church's meeting house. The church thrived, taking the name *"Wards Chapel Church,"* and what had begun as David Ward's private family cemetery soon evolved into a community cemetery, the Wards Chapel Cemetery. The road Ward built passed along the cemetery and church, still known today as the Wards Chapel Road.

Other than a brief foray with his parents up the Mississippi River into Tennessee when he was around six or seven, Jack Ward grew up and spent the remainder of his life in the piney hills of the Bayou d'Loutre region of east/central Union Parish, Louisiana. He kept his own livestock by the time he reached eighteen, for he filed his stock mark in the Union Parish Courthouse on 2 November 1853. The next summer, on July 24th, nineteen-year-old Jack Ward married fifteen-year-old Sarah Ann Elizabeth Scarborough (Betsy).

Betsy's parents, Noah Scarborough and Samantha Fowler had moved to Union Parish from Snow Hill, Wilcox County, Alabama, in 1847 to escape the severe drought that plagued Georgia and Alabama between 1845 and 1850. While the Wards had strong ties to the Methodist Protestants, the Scarboroughs staunchly followed the Primitive Baptist faith. Betsy maintained her family's adherence to the anti-mission Baptist cause and joined the Liberty Hill Primitive Baptist Church on 25 June 1871. She remained a dedicated member for the rest of her life. In those days, country churches held services only once a month. This allowed Betsy and Jack to attend Methodist services at Ward's Chapel as well as services at Liberty Hill.

♦ ♦ ♦ ♦ ♦ ♦

Antebellum Middle-class Farmer

Four months after his marriage, Jack Ward purchased 160 acres of land from his father, government land that David Ward had bought in 1851. Jack's new farm lay a few miles to the east of his father's. The modern Wards Chapel Road, the very road that David Ward helped to construct in the early 1840s, bisected Jack's new farm. Jack increased the size of his plantation by purchasing adjoining government property in 1855, 1859, and 1860, all at the government land office in Monroe. He also bought another 120 acres of land from Simeon Slawson in 1860. These land acquisitions brought Jack Ward's ante-bellum plantation in eastern Union Parish to a total of about 680 acres.

In 1860, the farms of Jack and his brother, Hubbard, appeared similar. Neither had as much land in cultivation nor owned as much livestock as their father David, nor nearly as much as their Uncle William Ham, the husband of their mother's sister, Clarenda Seale, or his sons Hillory and Reuben Ham. However, in 1860 Jack had 25 acres in cultivation, together with an additional 15 acres cleared and improved (probably pastures or orchards). In 1859 Jack's farm produced 150 bushels of Indian corn and 3 bales of cotton, whereas Hubbard's produced 200 bushels of corn and no cotton in 1859. Jack's livestock consisted of 3 horses, 4 *"milch"* cows, 6 other cattle, and 5 swine, all worth $400.

By the latter 1850s, numerous Ward, Auld, Seale, Solomon, and Scarborough relatives farmed the lower Bayou d'Loutre region of Union Parish near Jack and Betsy's place, about seven miles east of Farmerville. Besides David Ward's own grown children and those of Cynthia's sister Clarenda Seale Ham, many of Jack's cousins, the children of David's sisters Margaret Jane Ward Auld and Elizabeth J. Ward Solomon, had married and purchased their own farms in the neighborhood. Furthermore, many of Betsy's relatives resided in the immediate vicinity of their farm. Actually, Jack and Betsy's relatives cultivated almost every surrounding farm for several miles.

Louisiana seceded from the United States in February 1861, and by the fall several of Jack and Betsy's male relatives had enlisted and left Union Parish for military service in the Confederate Army. Jack's first cousin and Betsy's brother-in-law, Hillory Herbert Ham, raised and outfitted his own company consisting of men from the region, which had then elected him as its captain. Several of Jack's first cousins joined that group, and a number of his Auld cousins joined different units raised in Union Parish that summer. Still, most of the younger males in these families had wives and children to support and their own plantations to operate, and they did not enlist for military service in 1861.

However, by the early months of 1862, it had become clear that the South would not win the war quickly, and in addition, the Confederate Congress began debate on a conscript (draft) act. As a result, several new volunteer companies formed in Union Parish that spring, including the unit that later began Company G, 31st Louisiana Infantry. Jack's brother Elijah Hubbard Ward enlisted in this unit, and the men elected him as their second lieutenant. In addition to Hub, several of Jack's brothers-in-law, nearly ten of his first cousins, and later his Uncle Pinckney Odom enlisted in this regiment. Although we do not know for certain, it appears likely that Jack's younger brother James Madison Ward perished while serving in the Confederate military, for he disappears after 1860.

In the midst of virtually all of his male relatives of military age departing the region by May 1862, one would think Jack Ward would have also enlisted, but he did not. According to family tradition related by several of his grandchildren, Jack Ward refused to enlist in the Confederate Army and leave Betsy and their young children. After the Confederate Congress passed their Conscript Act, the earliest governmental draft in the United States, he supposedly hid in the woods when Confederate officials came looking for him. Family members also stated that on several occasions, Betsy took Jack food until the conscript collectors left the area.

Yet another family story relates that Jack forced the conscript collectors off his property at gunpoint. I have no idea how reliable these traditions are, but it seems more likely that he avoided Confederate military service due to his first cousin, Hillory Herbert Ham, the son of Jack's aunt, Clarenda Seale Ham, serving as the conscript collector for the Confederate Post of Farmerville between 1862 and 1865.

♦ ♦ ♦ ♦ ♦ ♦

Reconstruction & Bankruptcy

The war formed a clear turning point in the lives of Jack and Betsy. During the antebellum period, Jack increased the size of his plantation every few years and by all accounts lived the life of a moderately successful middle-class young Southern farmer. We have no clear record how Jack fared during the war years, but from the fall of 1866 until his death in 1883, he remained in a state of financial bankruptcy. I have found no single explanation for Jack Ward's drastic transformation from an apparently thriving planter in the years leading up to 1861 to the bankrupt farmer who had to dispose of all of his personal property in the latter 1860s to prevent the sheriff from seizing and selling it to pay his debts. Many of Jack's relatives and neighbors suffered similar financial problems during the immediate postwar period of 1865–1870. Additionally, their disastrous financial situations forced many Union Parish residents (including quite a few of Jack and Betsy's close relatives) to leave and move westward by 1870. But although Jack's Uncle Pinckney Odom (the husband of his Aunt Mary Caroline Ward Gee Odom) and Britton Honeycutt (the husband of Jack's first cousin, Louisa Jane Gee) both faced similar financial difficulties in the mid-1860s, they had recovered by 1870 and apparently prospered during the 1870s and 1880s. Jack Ward, however, remained in a state of perpetual bankruptcy for the rest of his life.

Many Southerners suffered severe financial setbacks as a result of the war. Although Southern farmers generally enjoyed tremendous financial success during the cotton boom of the latter 1850s and especially in 1860, the cotton market entirely evaporated with the opening of the war in 1861. Many Southern historians claim that this plus the political turmoil resulting from the Confederate defeat caused a Southern economic depression that lasted until well after the turn of the century. It appears that the evaporation of the cotton market beginning in 1861 may have served as the impetus for Jack Ward's financial difficulties.

Perhaps anticipating successful harvests over the next few years, Jack over-extended himself financially in 1859 and 1860 while increasing the size of his plantation. He spent $140 in cash paying the government for 280 acres of land adjoining his existing 200-acre farm in late 1859 and early 1860. He also borrowed $155 in December 1859, perhaps the cash he used to pay for the government land. Then, on 11 October 1860, Jack purchased 120 acres from Simeon Slawson for $360. Instead of paying cash as he had to the government, he signed two promissory notes to Slawson, one for $200 due in January 1861 co-signed by Jack's older brother, Hub Ward, and the other for $160 due in January 1862 co-signed by Jack's brother-in-law John Robert Auld (the husband of his sister, Rachel Jane Ward).

The 280 acres Ward acquired from the government was relatively cheap land contiguous to his existing farm. On the other hand, Jack paid a very large sum to Slawson for his 120 acres, which lay about 3 miles due south of Jack's place and adjoined the farm his Uncle Elijah Michael Auld bought in 1838. During the 1850s, Jack's father David and brother Hub both bought land at this location, perhaps intending to eventually move there (the war may have upset their plans).

We know nothing of Jack's activities during the war years, but on 5 June 1865 he purchased the farm of his brother-in-law John R. Auld from the Union Parish sheriff, who had seized and sold it to raise money to satisfy a Union Parish court judgment against Auld. The circumstances of this suit against Auld remain unclear. According to the sheriff, Jack Ward paid $666.66 in cash for Auld's 360-acre farm. The record does not state whether this amount was in the practically worthless Confederate money or in United States dollars. Considering the date and the outrageous sum Ward paid for this property, I believe it was in Confederate dollars. Auld was almost certainly not present in Union Parish at this time Ward purchased his farm; he received his official parole as a soldier in the Confederate Army in Monroe on June 12th and presumably returned home after that.

Jack Ward never paid the notes he signed in 1859 and 1860 to pay for the Slawson property, and after the war the owners of the notes sued him (promissory notes were used as legal tender in those days, and by 1866 Slawson had traded all three notes to others). In debt for $515 plus interest and court costs, and in danger of having the sheriff seize his property and auction it to pay his debts, Jack and Betsy went to court. In a game played by numerous other couples of the latter 1860s, they hired separate lawyers, and Betsy petitioned the Union Parish court on 29 September 1866, claiming

> *…that the affairs of her said husband J. T. Ward are in such disorder that she cannot bring any rights she may acquire or any property into the Community without subjecting the same to claims of creditors and probably loss and dispossession of the same. Wherefore your petitioner prays that she be authorized to prosecute this suit and stand in judgment & the said J. T. Ward be duly cited to answer hereto, and that upon a final trial she obtain a decree of your honorable court dissolving the community of acquits and gains heretofore existing, and that she be declared a femme sole with the right to manage and control her own property separate and apart from that of her husband, and further that she have judgment for costs of suit…*

Jack appeared in court with Betsy's lawyer James E. Trimble that day (she may have appeared as well) to accept service of her petition; this avoided additional costs associated with having the sheriff serve the petition at Jack's home. The next week on October 5th, Jack's lawyer R. W. Futch

filed Jack's answer to Betsy's petition. Futch claimed that while his client admitted their marriage had occurred in 1854, he

> *…denies that his affairs are in such condition as to justify any seperation* [sic] *in property. Wherefore he prays to be hence dismissed at plaintiffs costs…*

After a trial at which Jack's brother-in-law John R. Auld testified as a witness for Betsy, Union Parish Judge T. B. Tompkins issued his ruling on November 10th. He decreed that

> *…plaintiff Sarah A. E. Scarborough have judgment dissolving the community of acquits and gains heretofore existing, and further that she be authorized to control and manage her own property apart and seperate* [sic] *from her husband Jno. T. Ward…*

This legal action in no way indicates any sort of marital discord between the Wards. On the contrary, the available evidence suggests that they remained devoted to each other for the duration of their twenty-nine-year marriage. Jack's stated opposition to Betsy's petition was a façade necessary to ensure that his creditors did not later claim to the court that this suit was the Wards' attempt to defraud them (which, literally, it was!). This legal wrangling allowed Betsy to possess property in her own right, thus preventing Jack's creditors from having the sheriff seize his farm and auction it to pay them. In this instance, Jack and Betsy fared better than his aunt and uncle, Mary C. Ward and Pinckney Odom. The court refused to dissolve their community, so they lost their farm and had to move away and start over completely.

To follow through with his attempts to prevent the sheriff from seizing and auctioning his property to satisfy the court judgments against him, Jack began to dispose of his most valuable farmland in the fall of 1866. On September 11th, he sold his brother Elijah Hubbard Ward the 120-acre Slawson place that caused many of his initial financial problems, and on October 1st, he sold his first cousin Joseph A. Meeks 200 acres of his primary farm for $150. Jack kept the rest of his farm until April 1868, when he sold his final 280 acres to his wealthy neighbor and merchant, William P. Smith, for $140. That same fall, on November 12th, Betsy bought back the portion of their farm Jack had sold to their cousin Joseph A. Meeks. Then on 11 April 1870, she bought back the remainder of their farm from Smith. Betsy paid both Meeks and Smith the precise figures they paid Jack when he sold them the property. Notice that in both instances, Betsy waited for two years before buying back the portions of their farm that Jack sold. Through these carefully orchestrated legal maneuvers between 1866 and 1870, Jack and Betsy had successfully managed to have the court dissolve their matrimonial community of acquits and gains, and then with the help of their cousin and neighbor, they transferred their farm entirely into Betsy's name where it remained safe from Jack's creditors.

After this, Jack never again owned property of any value in his own name. He apparently retained ownership of about 80 acres of property he had purchased from the government in the latter 1850s, but the courts made no attempt to seize and sell this. It appears as if this 80-acre tract remained wooded, and thus, not valuable enough to generate any funds if sold. In 1872, Jack filed a homestead application on property adjoining Betsy's existing farm, paying $14 as the initial application fee for 160 acres. Being wooded land, this property had no value and so the courts did not attempt to seize it. It does appear that he cleared and put into cultivation a portion of this new tract of land by the early 1880s.

In their attempts to collect his unpaid debts, John Thomas Ward's creditors frequently filed suit against him in the Union Parish courts between 1866 and 1883. The standard legal procedure in those days required the sheriff or his deputy to serve an official copy of a lawsuit on the defendant at their home or business. However, this increased the legal fees associated with the lawsuit. In most of the suits against him, Jack appeared in court with the person to whom he owed money and confessed his unpaid debt at the same time the creditor filed the lawsuit, thereby saving the sheriff's costs. However, once Jack placed his farm in Betsy's name, the sheriff had no way to enforce the judgments against him. The two judgments for the notes Ward used to pay Slawson in 1860 remained unpaid between 1866 and 1873, when the judgments were sold to William P. Smith (Jack's wealthy neighbor who helped him transfer his farm into Betsy's name). Although it appears Jack finally paid Smith in the mid-1870s, no record exists to indicate he paid the other judgments against him.

♦ ♦ ♦ ♦ ♦ ♦

Postwar Occupation

It has proved difficult to determine John Thomas Ward's primary occupation during the postwar period. Tax records indicate that he produced no crops in 1866 or 1867, although in 1867 he did have ten acres planted in cotton and thirty-five in corn. He had the same acreage planted in 1868, and that year his farm yielded two bales of cotton and fifty bushels of corn, an extremely poor corn yield for thirty-five acres. As the market for cotton improved after many dismal seasons, Ward switched back to focusing on cash crops in 1869 and grew more cotton than corn for the first time since before the war.

In 1869, he planted twenty-five acres in cotton and only twelve in corn, and he harvested eight bales of ginned cotton, each weighing 450-pounds, 150 bushels of sweet potatoes, fifty pounds of butter, yet only seventy-five bushels of corn. Jack raised more cotton than any of his relatives did in 1869 except for his uncle, Pinckney Odom. This suggests he needed the cash that a large cotton crop would generate. On the other hand, Jack raised less corn than any of his neighbors, which suggests that his family did not depend upon their corn harvest for food but used this for fodder. In 1870, Jack Ward only cultivated ten acres of his farm, five in cotton, and five in corn.

This farm data suggests that Ward did not exclusively rely upon farming to support his family during this period. However, his precise occupation remains unclear, as he moved his family to Farmerville by the summer of 1870. At that time, he resided next door to his first cousin, Louisa Jane Gee and her husband, Britton Honeycutt, as well as near another first cousin, Willis M. Cooper, the son of Jack's aunt, Elvira Seale Cooper.

Both Cooper and Honeycutt operated mercantile businesses in Farmerville, so Jack possibly assisted them. The Honeycutts had encountered similar financial problems to Jack's, and they left the Downsville area and also moved to Farmerville in the latter 1860s. Jack's residence in Farmerville perhaps explains the low acreage he kept in cultivation in the latter 1860s. In fact, he may not have cultivated any crops on his farm in 1870; sharecroppers may have raised those crops on Jack's property during this period and afterwards even though the Wards retained ownership of their farm seven miles east of town. In 1873, former slaves Green Richards and Milley Staniford lived on Jack's farm, for on March 1st, they signed a mortgage that agreed to pay Ward by October 1st of that year

> *…the sum of four hundred and fifty lbs. of lint cotton delivered at James Deans Jin* [sic] *for family supplies…*

The Wards may have moved to Farmerville in the latter 1860s so that Jack could take a job in law enforcement. Such records for that period are very sparse due to sporadic record keeping

during the Reconstruction Era. However, we do know that Jack served as a special deputy sheriff on at least one occasion, for he took this oath for that office on 8 April 1874. The document highlights an enforcement of racial equality by the Radical Republican state government for all those who held local office in the state:

> *I John T. Ward do solemnly swear or affirm that I accept the civil and political equality of all men and agree not to attempt to deprive any person or persons on account of race, color or previous condition of any political or civil right, privilege or immunity enjoyed by any other class of men. That I will support the constitution and Laws of the United States and the constitution and Laws of this State and that I will faithfully and impartially discharge and perform all the duties incumbent on me as Special Deputy Sheriff in & for the Parish of Union La. So help me God…*

Later that year, in the election held on 2 November 1874, Jack Ward ran for constable Ward One. He lost that race to J. N. Yates by a close vote of 154–137, but Yates presumably declined to serve, and Ward took the oath as constable on 29 December 1875. He served in that capacity until at least 1877. His official duties included serving court orders and seizing property in the name of the state. Jack had frequently experienced officials serving him court orders and seizing his property, and now he himself performed these duties upon others.

Jack Ward's work as constable embroiled him in various legal matters during the 1870s. On 11 January 1876, Ward served a writ of attachment on the farm of Dempsey Joiner. Signed by a local justice of the peace, the writ ordered Ward to seize and attach property belonging to Joiner's son. In compliance with the writ, Jack took possession of two mare mules and advertised them for sale in the local newspaper, the *"Union Record."* Dempsey Joiner sued Ward in the local justice court, claiming the mules belonged to him and not his son. After the local court found that Ward acted properly and ordered him to proceed with the sale, Joiner appealed to the parish court. In response, the court issued a writ of injunction to Ward on 1 April 1876, and Ward appeared in court that day to accept service of the writ.

That fall, as it prepared for a trial of the case, the court summoned Jack's first cousin and Farmerville neighbor Britton Honeycutt to testify on Ward's behalf, as well as William H. Hearn and Farmerville merchant Hugh Glasson. At the trial held on November 28th, Judge Lewis found in Ward's favor and set aside the writ of injunction. Joiner again appealed, this time, to the District Court. Ironically, merchant Daniel Stein (to whom Ward remained indebted during the 1870s) served as Joiner's security on his appeal bond. The next activity in this case occurred on 3 April 1877. On that day, Jack Ward appeared before the court and requested a postponement of his case. His assistant council stated that Ward

> *…moves this honl. Court to grant* [him] *a continuance in this case for the reason that G. A. Ellis Esq. who was employed as leading council in this cause to defend this suit is absent from the Parish on publick* [sic] *business, to wit: a member of the General Assembly now in session in New Orleans. Wherefore he prays for a continuance until the next term of this court…*

For the year 1878, the lawyers for this case repeatedly requested that the court postpone its consideration, I believe due to Dempsey Joiner's death. Finally, on 8 April 1879, the court transferred it to the *"dead docket,"* ending court consideration of the case without definite resolution. This record provides no indication regarding the fate of the Joiner mules that Jack had seized and attached three years earlier.

Another mysterious incident apparently associated with Jack Ward's actions as constable involved Allen Barksdale, a lawyer who later served as judge of the Union Parish Court (the Shreveport, Louisiana Air Force Base was named after him). The incident apparently began at dusk on 9 February 1878, when Jack's neighbor, James F. Malone, rode home from Farmerville along the Port Union Road (now the Ward's Chapel Road). About three-quarters of a mile from his home, Malone passed by Jack's farm. When he was about three hundred yards from Ward's house, someone waylaid and assassinated Malone, shooting him with a pistol. Other than the murderer, no one witnessed the crime, and the inquest failed to identify the culprit.

Shortly afterwards, Malone's son, Wilburn Hezekiah Malone, accused a young neighbor Francis Marion Roan, of the murder. Officials arrested Roan and after a nine-day inquest with over thirty witnesses, charged Roan with the murder and held him for trial the following April. On April 4th, just before Roan's trial, David Nolan apparently attacked Hez Malone, and Malone claimed that John T. Ward, John S. Meeks, and Charles Meeks assisted in Nolan's *"willful and malicious assault and beating"* of Hezekiah Malone.

The Union Parish sheriff arrested Ward and the Meeks brothers (John S. Meeks was Ward's nephew by marriage), and on April 9th, District Attorney Allen Barksdale filed a bill of information before a grand jury. After an investigation, the grand jury indicted Ward and Meeks brothers for assault and beating Malone. To secure his release from the sheriff's custody following his arrest, Jack had to post an appearance bond as required by law. His securities on the bond indicate a very strong level of support from two influential Farmerville residents. The securities included John M. Lee Jr., John M. Lee Sr., James A. Dean, Elijah Roan, and Matthew A. Scarborough. A brother-in-law to Elijah H. Ward, John M. Lee Sr. served as Union Parish Sheriff from 1870–1874 and later as parish treasurer, and while John M. Lee Jr. worked as a deputy sheriff for most of the 1870s, as Union Parish Tax Assessor during the 1880s, and later as the general agent for several of the largest

railroad companies in the South. At Roan's trial a few days later, the jury found him not guilty. A few years afterwards, Roan married Nancy L. Scarborough, the widow of Jack's brother, William H. H. Ward, and Betsy's sister.

On 16 October 1878, the district court considered David Nolan's case. After a trial, the jury found him guilty of simple assault. Jack Ward's case was on the docket for that same day, but the court postponed it on account of Jack's sickness. The next day, the court passed sentence upon David Nolan, fining him $15 plus costs of prosecution; in default of payment, the court ordered that Nolan be imprisoned in the parish jail for sixty days.

The court met next in April 1879, and it heard the case against Jack Ward and the Meeks brothers on April 10th. The district attorney first filed a motion to withdraw the charges against John S. Meeks, who incidentally also served as a local constable during this period. With this granted, the court proceeded with the case against Jack Ward and Charles Meeks. Both appeared in court and by their counsel waived arraignment, pled not guilty, and requested a trial by jury. After hearing the evidence and deliberating, the jury returned to the courtroom, with Jack Ward and Charles Meeks both present when the foreman read the jury's verdict. The jury found both men not guilty.

♦ ♦ ♦ ♦ ♦ ♦

Annual Ritual: Mortgage & Plant

Jack Ward spent the postbellum years playing a cat and mouse game with his creditors. He would borrow from one for a few years, and when his failure to repay them caused that firm to cancel his credit, he would then borrow from another. Jack became thoroughly entangled in the vicious cycle that plagued many Southern whites and virtually all former slaves in the postwar period. At the approach of each planting season, he would mortgage his crops (and sometimes his farm) for supplies to get him through to the harvest, and then he would pay what he could to his creditors. But by the beginning of the next year's planting season, he would have to again mortgage his property as collateral for supplies to get through another planting season.

Jack Ward's relationship with the Farmerville mercantile firm of D. Stein & Company resulted in long-term litigation for him. In exchange for $184.25 worth of merchandise, Ward signed his promissory note to them on 5 May 1871. The next January, instead of full payment of his note, Ward only paid Stein $10.25. One year later, in early January 1873, Stein sued Ward. As he customarily did when being sued by his creditors, Jack appeared in court when Stein's lawyer filed the suit against him, and he confessed his debt. Since he owned no valuable property, Stein had no means by which to force Jack to pay his liability and the situation remained in a stalemate.

In debt to and unable to pay Farmerville's main merchant, Daniel Stein, Jack apparently could not secure a line of credit there to allow him to plant his 1873 crops. As a result, he had to borrow money from local citizens of means for the next few years. To secure his repayment, they required Ward to file an official mortgage on either his farm or his crops in exchange for money and supplies. On 3 March 1873, he acknowledged that he owed his wealthy neighbor and merchant, William P. Smith (the man who helped him and Betsy transfer their farm to her name a few years earlier), the sum of $500,

> *…partly advanced & to be advanced, during the present year in Family and plantation supplies and one mule to aid me said Ward in Raising a crop in the Parish of Union during the present year 1873. And in order to secure the said Wm. P. Smith in the true and punctual payment of the above sum of five Hundred dollars including interest and 2½ per cent for advancing, does by these presents grant in favor of said Wm. P. Smith a first privilege and lien upon my entire crop Raised by me the present year on my farm in the parish of Union, and I further obligate myself not to dispose of said crop to the prejudice of this privilege…*

The next year on March 19th, Jack and Betsy mortgaged their 400-farm to Union Parish Recorder William C. Smith (no relation to their neighbor Smith) for $120,

> *…which is money advanced to us to purchase bacon and other necessary articles of Groceries for family use the present year 1874…*

To further secure their payment of this sum plus 8% interest, they granted Smith

> *… a first privilege & lien on our Entire crop that we may raise on said farm during the year 1874 and obligate us not to dispose of same to the prejudice of this mortgage…*

This sum did not carry Jack and Betsy through to the fall harvest, for on September 23rd, William C. Smith appeared before Union Parish Judge Thomas C. Lewis and had an official statement regarding supplies he had furnished the Wards that month notarized and recorded. After being sworn by Judge Lewis, Smith stated

> *…that Mrs. S. E. Ward and her husband John T. Ward is* [sic] *justly indebted unto him for provisions & family supplies such as Bacon, flour, molasses, coffee, domestic etc. to the amount of sixty Dollars same being furnished during the month of September 1874, to enable said parties to gather their crop, for which Deponant* [sic] *claims a privilege upon the crop of the said Mrs. S. E. Ward & Jno. T. Ward raised in the Parish of Union the present year 1874…*

It appears that Jack's 1873 and 1874 crops brought in some money, for he apparently paid the above debts to his neighbor William P. Smith and to Union Parish Recorder William C. Smith. Moreover, on 1 January 1875, Ward paid the bulk of his balance with Daniel Stein's store, $168.25. However, Ward still owed Stein $7 principal, plus interest and court costs, a sum he never paid.

James Addison Ward (Jim), Jack and Betsy's eldest son, turned eighteen in the spring of 1874. That August, he petitioned the Union Parish Court to emancipate him, which would give him the legal status of an adult (in Louisiana, one cannot manage one's own property until the age of twenty-one unless emancipated by either marriage or court decree). Jack's financial difficulties probably prompted his son's unusual application to the court. After Jack appeared before the court and gave his approval, Judge Thomas C. Lewis granted Jim Ward's emancipation request. The next fall, on 20 October 1875, Betsy sold Jim 160 acres of her farm.

Jack, Betsy, and their now-emancipated minor son Jim collectively mortgaged their farm to Union Parish Recorder William C. Smith on 21 February 1876 in exchange for $148.13 in *"…family and plantation supplies for the present year 1876."* In addition to their farm, they also granted Smith a lien upon their 1876 crops. Perhaps due to a poor 1876 harvest or some other cause, the Wards could only pay Smith $38 the next January when their note became due. So although he had nearly paid off his balance at Stein's store in early 1875, Jack was again in debt and unable to pay his creditors in early 1877. In order to furnish supplies for his family until the fall 1877 harvest, Stein's store again allowed Ward a line of credit. He signed this statement on June 6th:

> *I…do hereby obligate myself to deliver to D. Stein & Co., merchants in the Town of Farmerville… my entire growing crop of cotton, corn, Potatoes, Peas, and other Produce which I may raise, for a supply of Groceries, Shoes, clothing & general merchandise, to the amount of One Hundred*

Dollars furnished and to be furnished during the ensuing year up to the first of November 1877, at which time furnishing ceases and the crop has to be delivered. I further grant to said D. Stein & Co. from this date forth full privilege on my entire growing crop of cotton, corn and all other Produces, until any amount due to them by me shall be fully paid. I also promise, that in case my indebtedness to said D. Stein & Co. has to be sued on for collection, I shall pay the usual attorney fee of 10 per cent for collection…

Apparently, Ward repaid this 1877 loan of $100 from Stein's store, but he still owed $118.13 to the Union Parish Recorder, William C. Smith. To enable him to plant his 1878 crops, Ward had to again obtain a loan from Stein's store. Apparently, Ward's recent payments to Stein improved his credit rating with them, and on 8 March 1878, they accepted his promissory note of $132 without requiring him to file a mortgage. Stein & Co. would come to regret this decision, for Ward never repaid them.

Since he owned no valuable property that would justify a lawsuit, Stein's store took no action until early 1883. Apparently the $132 he obtained was not sufficient to last the season, for two weeks later, in exchange for $100 Jack mortgaged the 160 acres of government land he purchased the previous year to his first cousin, Farmerville lawyer Randall H. Odom. Ward apparently repaid Odom the next year, for he retained possession of his land and Odom never took legal action against him.

Although Jack Ward had saved his farm from being seized and sold to pay his creditors back in the latter 1860s by placing it in Betsy's name, his dire financial situation in 1877 and 1878 once again nearly caused him to lose it. After waiting fifteen months for his payment of $113.13 from Jack and his son Jim Ward, Union Parish Recorder William C. Smith filed suit against them on 13 May 1878. The Wards appeared in court on that day and confessed their debt to Smith. The judge issued a ruling in Smith's favor against the Wards, ordering them to pay the amount due or give Smith the right to have the land seized and sold at public auction. For whatever reason, Smith did not choose to have the farm seized and sold. Jack Ward paid him $50 on 22 February 1879, and on 3 February 1881, Ward paid Smith's son, Union Parish Clerk of Court James M. Smith, 435 pounds of pork at 5¢ per pound ($21.75). Since they retained possession of their farm, the Wards clearly repaid the remainder of the money they owed to Smith. However, I have found no record that indicates when or how they did so.

Jack obtained financial assistance from his father during this latest court case as well. On 10 October 1879, Jack's father David purchased 80 acres of land from his son for $150. Jack sold his father the property he had purchased from the government back in 1860, land that David sold late that year to Hezekiah Malone. It is unclear how Jack Ward regained possession of this property,

and I find it ironic that David paid his son $150, roughly the amount of Smith's claim against Ward. David Ward at this time lived on the opposite side of the parish, west of Shiloh (and present-day Bernice), and he never returned east to the location of his former home. Thus, I believe this transaction related to Jack's financial difficulties. Other records indicate that David loaned his son money during this period for which Jack gave David his promissory note.

Jack Ward made additional mortgages of his crops during the early 1880s, although he now found a new merchant with whom to deal. On 12 May 1880, Jack promised to

> *…deliver to J. Marx Merchant at the town of Farmerville…my entire growing crops of cotton, corn, peas, potatoes and other produce which may be raised on my entire place, for a supply of groceries, shoes, clothing, and general merchandise to the amount of One hundred Dollars furnished and to be furnished during the ensuing year up to the first day of November 1880 at which time furnishing ceases and the crop has to be delivered. I further grant to said J. Marx from this date forth a full privilege on my entire growing crop of cotton, corn and all other produce until any amount due him by me shall be fully paid. I also promise that in case my indebtedness to said J. Marx has to be sued on for collection I shall pay the usual attorney fee of 10% for collection….*

The next year, Jack and his son Jim Ward jointly mortgaged their 1881 crops to Marx for $100, with both equally responsible for the payment to Marx. They apparently repaid their liability to Marx.

In 1882, the Wards obtained supplies from David Redden. Jack and his son made separate mortgages of their 1882 crops to Redden on May 9th, Jack's for $56.25 and Jim's for $31.25. Jack promised to repay Redden with 8% interest by the first of January 1883,

> *…said sum being furnished to me by the said Redden for the sole purpose of purchasing supplies necessary to enable me & my family to grow, cultivate and gather a crop the present year 1882 upon the farm I am now residing upon and cultivating in Union Parish La and in order to better secure the said Redden in the true & prompt payment of said sum of $56.25 I do hereby recognize and grant a pledge and lien upon the entire crops of corn, cotton and other produce that I may raise or caused to be raised the present year 1882 either by myself or my family on the aforesaid place and I further promise that I will not dispose of any portion of the crops raised as aforesaid to the prejudice of this privilege note…*

On June 23rd, Redden loaned Jack Ward $32.37 worth of

> *…family and plantation supplies to further enable me to make & gather a crop the present year 1882 on the farm on which I am now residing and cultivating…*

Finally, on August 15th, Redden furnished Ward with an additional $37.50, with the

> *…said sum being furnished me to further enable me to grow, cultivate & gather my present crop…*

♦ ♦ ♦ ♦ ♦ ♦

Jack Ward & His Big Brother

Without any old letters, diaries, or family stories from that era, we cannot today accurately characterize the relationship that existed between John Thomas Ward and his siblings. However, judging from available records, the children of David Ward and Cynthia Seale remained a close-knit bunch. Jack, his older brother Hubbard, and his older sister Rachel Jane Ward all married between 1852 and 1854, and all three settled on adjoining farms some few miles west of their parents'. During the 1850s and early 1860s, all of them maintained similar farms and gradually increased the acreage they possessed with purchases from the government and their neighbors. The records show all three families witnessed each other's records and testified in court on the other's behalf. As previously noted, Hubbard co-signed his brother's promissory note for $200 in October 1860 when Jack bought land from Simeon Slawson, and John R. Auld co-signed Jack's other note for $160 to Slawson.

After the war, Hubbard Ward's fortunes thrived, whereas those of Jack Ward and John R. Auld nose-dived into bankruptcy. The available records do not explain these divergent financial paths. John R. Auld died of pneumonia in May 1870, leaving Rachel two months pregnant and deeply in debt. Then Rachel herself died the following December soon after giving birth to her baby. Hub Ward managed her estate, and the court appointed him as the *"tutor"* or guardian to Rachel's children. Upon Hub's request, the court appointed Jack as their *"undertutor."* Jack also served as his Hub's security on his $2225 administrator's bond a few days after Rachel's death, and in January, Jack participated in a family meeting to decide how to best dispose of Rachel's real estate.

To raise money to pay the bills of his sister's estate, Hubbard Ward conducted a sale of her personal property on 4 January 1871. Jack purchased items valued at $188.71, including four head of cattle @ $17.50, one cow and calf @ $12, 50 bushels of corn @ $1.10 per bushel ($55), a pine table @ $3.50, one loom @ $10, four chairs @ $6.20, and other unnamed miscellaneous items. The law required purchasers to pay for this personal property in cash. Although Jack did not have the means to pay cash for these items, Hub allowed his brother to take possession of this property. Jack later gave his promissory note to the estate for this merchandise, although he failed to put a date on the note. However, like most of his debts during this period, Jack could not pay his brother.

Legally, Hubbard Ward had to sue Jack for this money to protect his sister's estate, for else Hub would forfeit his administrator's bond. Thus, on 13 January 1872, Hubbard and his lawyers appeared in court in Farmerville and filed suit against his brother. Under oath, Hubbard Ward stated

> *…that he is the administrator of the Estate of R. J. Aulds decd. and that the sum of One Hundred and Sixty Nine 65/100 Dollars is due said Estate of R. J. Aulds by John T. Ward… And that the said J. T. Ward is about to mortgage, assign, or dispose of his property or some part thereof with intent to defraud his creditors or give an unfair preference to some of them or that he has converted or is about to convert his property into money or evidences of debt. with intent to place it beyond the reach of his creditors…*

Hubbard's lawyer requested that the court issue an attachment on Jack Ward's property to secure the amount due Rachel J. Auld's estate. The court issued the writ on Jack's property as requested, and on January 15th, Deputy Sheriff J. M. Lupo served the writ on Jack in person at his farm eight miles east of Farmerville. Deputy Lupo seized and took possession of this property belonging to Jack: four head of horses valued at $200, one yoke of oxen valued at $80, and one wagon valued at $40. No records exist to indicate whether or not the sheriff returned any of this property to Jack or if he auctioned it to pay Jack's debt to Rachel's estate.

We have no indication whether or not this situation soured Jack and Hub's relationship, but it does not appear to have done so. Towards the latter 1870s, Elijah again served as security on one of Jack Ward's mortgages, this time to David Redden. Jack did not pay his debt, and Redden sued Jack and Hub and won a court judgment against them for $29.38.

In contrast to his brother's ongoing financial crises during the antebellum era, Hub Ward maintained a very successful planting operation in eastern Union Parish. After David Ward's third marriage, he moved to his new wife's old farm west of Shiloh on the Claiborne/Union Parish line. Hub purchased his father's 520-acre plantation for $650 in cash, bringing Hub's acreage in eastern Union Parish to approximately 1000 acres. During the early part of the 1870s, Hub planted large crops with successful harvests. Additionally, in the 1870s and 1880s, Hubbard Ward entered local politics. He served as the justice of the peace and police juror for his neighborhood and later as deputy parish surveyor. In 1880, the citizens of Union Parish elected Hubbard Ward as their parish surveyor, a position he held until his death in 1887. After his election, Hub's official surveying duties occupied much of his time, and he apparently concentrated less on his farming operation.

♦ ♦ ♦ ♦ ♦ ♦

Jack Ward's Final Years
1882–1883

Jack's father David Ward apparently remained in relatively good health through 1879, when he was in his early seventies. In October of that year, he appeared at the Farmerville courthouse and signed a deed of purchase from Jack. It would appear this was David's attempt to financially assist his struggling son, and it was one of David's last legal acts before his health declined. A government official characterized David as *"crippled or maimed"* by mid-1880, and in May 1881 he was bedridden and suffering severely with *"bladder inflammation."* Despite his poor health in 1881, David Ward lived for another year, finally succumbing on 4 May 1882.

Two weeks after David's death, his two surviving children, Hub and Jack Ward, as well as their stepmother Ellen Brazeal McLelland Ward, all witnessed the appraisement of his estate at his home west of Shiloh. Their father's neighbors George W. Harper and George W. Lowrey served as appraisers, and they valued David's property at $867.50. Among the debts to David Ward's estate was a $20 note from Jack Ward dated 10 April 1879. Jack assisted his brother in managing their father's estate, for on June 6th, he served as Hub's primary security on his $1085 administrator's bond.

David Ward possessed a fair amount of property at his death, and Jack was an heir to this estate. Jack still owed money to Daniel Stein and his store in Farmerville. He owed $7 plus interest on $184.25 from 1871 and court costs, all resulting from the 1873 judgment Stein's store had won against Jack in the Union Parish Court. Moreover, Jack had defaulted on his promissory note to Stein dated 8 March 1878 for $132.

Seeing their opportunity to secure the money Jack owed them, Stein's attorneys filed suit on 10 January 1883 against David Ward's estate, first to revive their 1873 judgment against him which was about to expire. They filed another suit to garnish Jack's portion of his father's estate. After the court revived Stein's 1873 judgment, Stein had the court issue a fi fa or writ of attachment to the Union Parish sheriff, ordering him to seize any property in the possession of Hubbard Ward that belonged to John T. Ward. Later that day, Deputy Sheriff J. C. Montgomery encountered Hub in Farmerville and gave him the writ.

Meanwhile, as a part of this legal action, Stein's lawyer John E. Everett solicited answers to several questions from Hub Ward as the administrator of David Ward's estate. Hub appeared in the Farmerville courthouse on January 18th and offered his sworn testimony, saying

J. T. Ward was or is an heir to the Estate of David Ward Dec'd. but he has no interest in said Estate now. He having sold his interest in same to me on Decr. 20th 1882 as is evidenced of a written transfer of that date.

Everett asked whether any other heir of David Ward's estate had transferred their share to John T. Ward. Hub responded

Yes. Mrs. Nancy L. Ward an heir to said Estate transferred her entire interest in said Estate to Deft. herein J. T. Ward on the 12th of Decr. 1882 and at the time I bought Deft. J. T. Ward interest in said Estate I also bought the interest of said Mrs. Nancy L. Ward that Deft. J. T. Ward then held by written transfer, from him all of which is evidenced by the written transfer to me from Deft. J. T. Ward of Date Decr 20th 1882.

Everett then asked a series of questions in an attempt to determine what money Hubbard Ward as administrator would be due John T. Ward, to which Hub responded

There will be no amount due Deft. J. T. Ward as an heir to said estate because his interest now belongs to me purchased as aforesaid… I am not nor will I be due J. T. Ward Deft. herein as admr. of said Estate, any amount.

Thus, through apparent foresight on Hub or Jack's part, they had taken the legal steps necessary to be sure that no portion of David Ward's estate would be garnished to pay Jack's debts to Daniel Stein & Company. Based upon these answers, the sheriff returned the writ of attachment to the court in March 1883, stating that he found no property belonging to Jack Ward's that he could seize.

Without anyone tending to his farm, David Ward's property depreciated during 1882 and 1883, and to raise funds to pay the debts of the estate, Hub Ward held an estate sale at his father's old home west of Shiloh on 2 December 1883. Although Hubbard surely must have known that his brother could not afford to pay him for anything he bought, Hub allowed Jack to purchase and take possession of property valued at $80.97 after giving his promissory note. Jack bought this property belonging to his father's estate:

1 table & wardrobe	$2.25
1 rocking chair	$2.35
1 clock	$5.00
1 red heifer	4.00
6 corn chairs	2.05
1 feather bed	9.00
1 lot plows	2.00
1 "mully" heifer	6.25
2 pillows	1.35
1 lot bed clothes	3.00

5 bushels corn	3.00
1 hog	7.85
1 reel	0.17
1 table	0.20
1 hog chain	4.00
1 bull	5.50
1 sausage grinder	0.35
1 water bucket	0.30
oat cutter	0.10
1 hog	7.50
scales	1.00
gun	3.25
1 saddle	1.50
1 hog	6.00

On Christmas Eve 1883, several weeks after he attended the sale of his father's estate west of Shiloh, Jack and Betsy sold 40 acres of their farm to their neighbor, Thomas Allen Dean, for $65. Their eldest son, James A. Ward, witnessed the transaction. These records give every indication that during December 1883, Jack Ward remained in good health and traveled both to Farmerville and to his father's old place about thirty miles west of Jack's farm. However, on December 30th, less than one week after this transaction with Dean, John Thomas Ward died at the age of forty-eight years of unknown causes.

At his death, Jack owned 120 acres of property in his own name, so legally his creditors could have sued his estate and seized this portion of the Ward farm. However, Stein did not pursue this avenue, nor did Hub Ward as administrator of their father's estate.

Jack's debts to Stein's store and to his father's estate remained unpaid.

♦ ♦ ♦ ♦ ♦ ♦

Widowed at 45

Jack's death left Betsy Scarborough Ward a widow at age forty-five with three young children to raise: Henry Jefferson, aged thirteen, George Allen, aged nine, and Nancy Theodosia Ward, aged five, as well as her teenaged daughter, Cynthia Jane Ward, aged nineteen, who had not yet married. Betsy retained possession of her farm that adjoined that of her grown son, Jim, and she lived there the rest of her life. Her grown daughters, Sarah Ann E. Ward McGough and Mary Ann Ward Taylor, both lived nearby.

Cynthia Jane Ward (Janie) married in 1888, but her husband died within a few years, leaving Janie a widow with a young child. Janie and her daughter, Willie, moved back in with Betsy and lived with her for the rest of Betsy's life. Jeff Ward married in 1892, and for the rest of the 1890s, Betsy, Allen, Dosia, Janie, and Willie all lived together on Jack Ward's old farm.

Jeff Ward died prematurely in 1898, leaving one young son. Dosia married in 1897 and Allen in about 1904, and both settled on farms that adjoined their mother's. For the last decade of her life, Betsy's household consisted of her, Janie, and Willie Brantley. In addition to her married children who lived on surrounding farms, Betsy's only brother, Matt Scarborough, and her many sisters also lived nearby.

Sarah Ann Elizabeth Scarborough Ward became ill in early 1914, and her family called upon Dr. Evans to treat her. She died on her farm on March 25th at the age of seventy-five years. A few months later, her granddaughter with whom Betsy lived for the last twenty-five years of her life wrote her obituary for Farmerville's *"The Gazette."* Willie wrote,

> *It is with a sad and lonely heart that I endeavor to chronicle the death of my dear grandmother… She leaves to mourn her departure, six children, forty grandchildren and thirty-two great-grandchildren, together with a host of relatives and friends.*
>
> *Truly we can say the community has lost a good woman, the church a faithful member, and her children a precious mother, which time can never erase from their memory.*
>
> *May the Lord prepare us to live here as our dear grandmother lived, and may we meet her beyond the river of death where all is peace and love, there to join in praise to God forever more.*
>
> *A granddaughter, W. B.*

Betsy's family buried her beside Jack in the Ward's Chapel Cemetery. Despite the dire financial circumstances in which Jack's early death left her, Betsy still managed to erect a tombstone over his grave in the Ward's Chapel Cemetery. It appears that his stone was made by a person with merely a rudimentary grasp of proper English and engraving techniques, whereas Betsy's appears more professional. Their stones read as follows:

In Memory
of John T. W
ard Born Jne
30 1835 Died
Dec 30 1883

Bi A Devoted
Wife
There AR Rest
for those that
Die in the Lord

SARAH E.
Wife of
J. T. WARD
BORN
Sept. 3, 1838
DIED
Mar. 25, 1914

Rest mother rest
in quiet sleep
While friends in
sorrow o'er thee weep

♦ ♦ ♦ ♦ ♦ ♦

Epilogue

Despite studying his life and analyzing his surviving records for the past four decades, Jack Ward remains an enigma to me. Like his father, voluminous records survive to describe Jack's activities during his relatively brief life of forty-eight years. But unlike his father, throughout the period between the end of the Civil War and his premature death in 1883, Jack lived in a state of perpetual bankruptcy. His creditors maintained a steady stream of litigation against him in the Union Parish courts in their attempts to collect on Ward's unpaid debts. In 1866 just as his financial troubles began, Jack and Betsy managed to obtain a judgment in the Union Parish Court that dissolved their community of acquits and gains. This decree allowed Betsy to possess her own property, free from the threat of its seizure and sale by the sheriff to pay Jack's debts.

To prevent Jack's creditors from seizing their farm, Jack then sold his 640-acre farm to his brother, first cousin, and a wealthy neighbor, and two years later Betsy "bought" back 480 acres in her own name. Thereafter, Jack owned no property in his own right of any value, yet he raised crops each year on his old farm, now in Betsy's name. The records indicate that the Farmerville merchants refused to extend the customary credit to the Wards, instead requiring Jack to mortgage his growing crops or, on a few occasions, Betsy's farm, to pay for plantation supplies until they gathered and sold that fall's cotton crop to pay their debts. As often as not, Jack failed to repay the merchants, and this instituted additional litigation that merely perpetuated the cycle.

Jack Ward's disastrous financial situation after the War may have merely resulted from the general depressed economic situation that plagued much of the South during the postwar period. It certainly appears that Jack over-extended himself financially in 1859–1860 with his large purchases of additional farmland on credit. As a result, perhaps he could never recover from the economic devastation resulting from the War years of having no cash income from cotton sales. The poor economic conditions certainly forced residents to leave Union Parish in droves between 1866 and 1870 to escape their debts and in search of a better life further west. Many of Jack and Betsy's close relatives moved to Texas in 1868 and 1869 from Union Parish, some after losing their own farms to creditors. Despite his many financial troubles, the sheriff never seized his farmland and sold it to pay his debts.

Jack's first cousin, Hillory Herbert Ham, the son of Jack's aunt, Clarenda Seale Ham, became an alcoholic after the war, and its damaging effects led to his losing the vast Ham plantation and wealth accumulated during the antebellum period. Ham also became abusive to his wife, who was also Betsy's sister, leading her to file for divorce. One might at first wonder if alcoholism

contributed to Jack's financial situation. However, the citizens of his community elected him as their constable in the mid-1870s, and they would not have voted for him if he abused alcohol.

Jack's financial situation remains somewhat baffling, given his financially successful father and older brother, Union Parish Surveyor Elijah Hubbard Ward. On the other hand, many of his other relatives struggled financially just as Jack did, including his sister and brother-in-law, Rachel Jane Ward and John R. Auld, aunt and uncle, Mary Caroline Ward and Pinckney Odom, and first cousins, Louisa Jane Gee and Britton Honeycutt.

♦ ♦ ♦ ♦ ♦ ♦

Although many records survive that describe his activities during his lifetime, they leave us with more questions than answers about Jack Ward:

1. Precisely what caused Jack's drastic transformation from an apparently successful middle-class planter during the ante-bellum period to the bankrupt farmer who had to dispose of all of his personal assets in the latter 1860s to prevent the sheriff from seizing and selling them to pay off his creditors?
2. Why did Jack's fortunes take such a dramatic turn for the worse during Reconstruction, whereas those of his father David and brother Hubbard remained profitable? Jack's uncle, Pinckney Odom, and first cousin, Britton Honeycutt, also encountered financial difficulties in the period immediately following the end of the war. However, they both apparently recovered by the 1870s, whereas Jack's troubles plagued him until his death.
3. Why did Jack Ward not serve in the Confederate army when his brother, brothers-in-law, first cousins, and all other males of military age had to serve? Was he in some way physically disabled, or did his first cousin, Hillory H. Ham, assist him in remaining at home? Ham served as the conscript [draft] collector for Confederate Post of Farmerville, and he could have ignored Jack by failing to send conscript collectors to apprehend him.
4. Why did Jack purchase the 360-acre plantation belonging to his brother-in-law, John R. Auld, on 5 June 1865 from the sheriff for $666.66? Jack's purchase occurred just about the time Auld returned home from service in the Confederate army. In purchasing the Auld farm, was Jack attempting to prevent his sister from losing her farm while her husband was away in the army, or was he acting in an underhanded manner to acquire it during his sister's financial crisis? Jack's purchase of his sister's farm came at a very critical political juncture in Southern history–

within one month of the collapse of the Confederate Government. If indeed an attempt to assist his sister, Jack certainly used poor judgment, as his father was in a better financial position to make such a move than Jack.

5. What was Jack's primary occupation during the 1870s? Several sources, in particular his meager crop yields during the 1870s, suggest that Jack did not put much effort into his farming. For example, in 1879, he only planted 3 acres in cotton, yielding one bale. It appears unlikely to me that Ward could have supported his family with the sale of one bale of cotton, so what else did he do? In 1870, Ward's family lived in the town of Farmerville next to the families of his first cousins, Britton Honeycutt and Willis M. Cooper, both of whom had also moved to town after the War. Both Honeycutt and Cooper worked as merchants, so Jack could have assisted them. Jack was appointed a special deputy sheriff in 1874 and then elected constable in 1875, but the records do not clearly show how long he served in these capacities. However, I think he likely worked in law enforcement during the 1870s and perhaps until his death.

♦ ♦ ♦ ♦ ♦ ♦

Children of Jack Ward & Betsy Scarborough

John Thomas Ward [Jack] and Sarah Ann Elizabeth Scarborough [Betsy] married near Farmerville, Union Parish, Louisiana on 28 July 1854. Records indicate that Betsy had a total of ten children. Since we know only the names of nine, one of her children must have died either at birth, as an infant, or very young child [1].

Although Jack and Betsy are buried in the Wards Chapel Cemetery beside his boyhood home, most of their children belonged to the Liberty Hill Primitive Baptist Church like their mother and are buried in the Taylor/Liberty Hill Cemetery beside the church, located about six miles northeast of Farmerville, Union Parish, Louisiana. The following list gives the children of John Thomas Ward and Sarah Ann Elizabeth Scarborough:

1. **John David Ward** (1855–1860/1870) died young of unknown causes.
2. **James Addison Ward** [Jim] (7 Apr 1856–26 Dec 1926) married on 9 December 1877 in Ouachita Parish, Louisiana to Nancy Steel McGough [Nan] (12 Dec 1859–20 Aug 1933).
3. **Sarah Ann Elizabeth Ward** [Sally Ann] (1 Apr 1858–2/3 Nov 1923) married on 23 December 1880 in Union Parish, Louisiana to Robert Armstrong McGough [Bob] (1 May 1854–3 Oct 1908).
4. **Mary Ann Ward** (16 Apr 1860–10 Feb 1942) married on 30 June 1880 in Union Parish, Louisiana to Benjamin Allen Taylor [Ben Allen] (25 June 1861–1 Mar 1907).
5. **Cynthia Jane Ward** [Janie] (23 Sept 1864–8 Oct 1926) married 29 February 1888, Union Parish, Louisiana to Jessie Wilkie Brantley Sr. (4 Oct 1849–9 June 1891).
6. **Matthew T. Ward** (c1869–Mar 1870) died of whooping cough. His middle name is not documented, but it was probably *"Thomas."*
7. **Henry Jefferson Ward** [Jeff] (10 Feb 1872–15 Jan 1898) married on 11 February 1892 in Union Parish, Louisiana to Johnnie J. Rabun (15 Aug 1871–19 Nov 1961).
8. **George Allen Ward** [Allen] (13 May 1874–11 May 1938) married about 1905 to Mary Elizabeth Smith (2 Mar 1878–20 July 1949).
9. **Nancy Theodosia Ward** [Dosia] (8 Mar 1878–14 Mar 1950) married on 6 January 1897 in Union Parish, Louisiana to Charles Henry Hudson [Charlie] (16 Dec 1873–24 May 1957),
10. unknown **Ward** – probably born in the 1860s or 1870s, this child must have died either at birth or as a young child.

♦ ♦ ♦ ♦ ♦ ♦



Children of Jack Ward & Betsy Scarborough
1915–1920

(L-R): James A. Ward, Sally Ann Ward McGough, Mary Ann Ward Taylor, Janie Ward Brantley, Allen Ward, Dosia Ward Hudson.

♦ ♦ ♦ ♦ ♦ ♦

Biographical Sketches of Jack and Betsy's Children

1. John David Ward

John David Ward (1855–1860/1870) died young of unknown causes sometime between the age of five and fifteen.

♦ ♦ ♦ ♦ ♦ ♦

2. James Addison Ward

James Addison Ward [Jim] (7 Apr 1856–26 Dec 1926) married on 9 December 1877 in Ouachita Parish, Louisiana to Nancy Steel McGough [Nan] (12 Dec 1859–20 Aug 1933), the daughter of William Sidney McGough (c1826–12 Nov 1864) and Elizabeth Baker (c1825–aft. 1870). Jim and Nan Ward farmed near Farmerville for the duration of their married life. Farmerville's newspaper published this notice of Jim's demise a few days after his death [2]:

> *After a lingering illness, Mr. Jim Ward, a prominent citizen of this ward and parish, passed away at his home several miles east of Farmerville last week.*
>
> *The deceased was considerably advanced in years. He was one of our best and most honored citizens and the community in which he lived will keenly feel his loss. He leaves a widow and several sons and daughters to whom The Gazette extends sympathy.*

The newspaper published a longer obituary the following week [3]:

> *Last week, just as we were going to press, news reached us of the death of Mr. James A. Ward, but not in time to say more than a brief mention of his death. This week, having secured further information, we chronicle the passing of this good man more fully.*
>
> *Mr. Ward was born in Union parish* [sic] *in the same community in which he died, April 8, 1856* [sic], *and was, therefore, 70 years old at the time of his death. In the year 1877 he was married to Miss Nannie McGough, also of this parish. To this union 18 children were born, 7 of whom are dead. Those living are: Messrs. Perry, George A., Walter and Haile Ward of this parish and June Ward of Park, Texas; Mrs. Derrell Aulds, Mrs. Ollie Henderson, Mrs. A. D. Crow, Mrs. John Taylor and Mrs. Cobb Sawyer of this parish and Mrs. Velma Boggs of Little Rock, Ark.*
>
> *Interment was in the Taylor cemetery* [sic] *Monday, Dec. 27th, in presence of a large number of sorrowing relatives and friends.*

James A. Ward and Nancy S. McGough are buried in the Taylor/Liberty Hill Cemetery.

♦ ♦ ♦ ♦ ♦ ♦

Children of James Addison Ward

Jim and Nan Ward had eighteen children, but we only have record of sixteen of them:

1. **Jessie Ann Ward** (28 Sep 1878–23 Jan 1973) married on 17 September 1900 in Union Parish, Louisiana to her cousin, James Derrel Auld (24 May 1879–17 Dec 1932), the son of Jeremiah Sherwood Auld and Lavinia Jane Carter (Lavinia was the daughter of John Thomas Ward's sister, Mary Ward Carter Slawson). Jessie and James Auld are buried in the Taylor/Liberty Hill Cemetery.
2. **James Perry Ward** [Perry] (9 Dec 1879–1 Sep 1946) married on 13 October 1904 in Union Parish, Louisiana to Callie Donie Booth (13 Apr 1882–5 Jun 1948), with his cousin Stephen R. Nolan performing the ceremony. Perry and Callie Ward are buried in the Taylor/Liberty Hill Cemetery. The local newspaper chronicled the death of one of their young sons [4]:

   We are sorry to learn of the death of Master Clide Ward, the little 3 year old son of Mr. and Mrs. Perry Ward of Route 3.
3. **Ollie Mae Ward** (21 Sep 1881–24 Jan 1970) married on 28 January 1911 in Union Parish, Louisiana to James A. Henderson [Gus] (3 Sep 1880–19 Sep 1912), with the ceremony performed by her father's first cousin Rev. Hillory H. Ward. Gus died eighteen months after their marriage, and Ollie lived with her parents in 1920. Gus and Ollie Henderson are both buried in the Taylor/Liberty Hill Cemetery.
4. **Lula Rebecca Ward** (11 May 1883–12 Dec 1884) is buried in the Taylor/Liberty Hill Cemetery.
5. **John Thomas Ward** (10 Apr 1885–31 Oct 1898) died of *"swamp fever"* and is buried in the Taylor/Liberty Hill Cemetery. The local newspaper commented upon the death of the thirteen-year-old boy [5]:

   The little child of Mr. and Mrs. James Ward died Sunday night. It contracted malaria while in the swamp where Mr. Ward farmed this year.
6. **George William Ward** (3 Mar 1887–6 Dec 1938) married first to Rosa May ? (6 Mar 1902–31 Oct 1933). At his death in 1938, he had remarried to Selma ?, lived near Farmerville, and worked as a lumberman at a sawmill. He died of *"malignancy, right maxillary sinus"* with an embolism contributing to his death. George and Rosa May are buried in the Farmerville Cemetery.
7. **Cynthia Jane Ward** [Janie] (19 Apr 1889–13 Aug 1965) married on 14 Jun 1907 in Union Parish, Louisiana to Andrew Dow Crow (23 Feb 1880–8 Jan 1921), son of Isaac M. Crow (5 Apr

1846–17 Aug 1890) and Sina Elizabeth Morris (1850–1916). Janie and Dow Crow are buried in the Liberty Cemetery, Linville, Union Parish, Louisiana.

8. **Joseph Sidney Ward** (20 Jul 1890–22 Sep 1926) married on 20 December 1917 in Union Parish, Louisiana to Minnie Odessa Slade [Dessa] (24 Mar 1894–12 Apr 1983), daughter of James Jethro Slade (14 Apr 1862–23 Dec 1932) and Lou Exar Montgomery (13 Nov 1867–17 Jan 1935). Farmerville's newspaper published this notice of Sidney's death [6]:

   We regret to chronicle the death of Mr. Sidney Ward who died at his home near Shiloh last Wednesday.

   The deceased was 35 years old at the time of his death and was a fine young man and a good citizen. His death was sudden and was caused by heart failure. The Gazette extends sympathy to his bereaved family.

   After Sidney's death, Odessa married in August 1929 to her father-in-law's first cousin, George Walter Miller (5 Nov 1883–17 Aug 1969), son of William N. Miller and Emma Theodosia Scarborough.

   Joseph and Odessa Ward are buried in the Taylor/Liberty Hill Cemetery.

9. **Walter Brice Ward** (26 Apr 1892–26 May 1960) married on 25 February 1918 in Union Parish, Louisiana to Irma Cook (9 May 1894–19 Jun 1981). Walter and Irma Ward are buried in the Taylor/Liberty Hill Cemetery.
10. [infant son] **Ward** stillborn on 20 October 1894 and buried in the Taylor/Liberty Hill Cemetery.
11. [infant son] **Ward** stillborn on 15 December 1895 and buried in the Taylor/Liberty Hill Cemetery.
12. **Hail Allen Ward** (16 Aug 1896–15 Jan 1960) served in Company B, 5th Infantry Regiment during World War I. He married on 7 January 1923 in Union Parish, Louisiana to Nancy Ophelia Hall [Nannie] (29 Apr 1894–22 Mar 1988), daughter of John Robert Hall (2 Jul 1854–6 Aug 1915) and Alpha Ophelia Watkins (13 Sep 1859–4 Apr 1937). Haile and Nannie Ward are buried in the Taylor/Liberty Hill Cemetery.
13. **Nancy Elizabeth Ward** [Bess, Bessie] (25 Feb 1899–1 Jun 1986) grew up on her parents' farm on the Wards Chape Road near the Hopewell School. In April 1916, the local newspaper published this notice regarding Bessie's schoolwork [7]:

   HOPEWELL NEWS

   Our school closed, Friday, 31st, with a short but interesting programme…The following is the list of names of those who made 100% in the state spelling contest…Bessie Ward…

   Bessie was seventeen years old at the time.

Bessie Ward married on 19 December 1917 in Union Parish, Louisiana to John Taylor (8 Dec 1894–13 Jun 1967), son of Matthew Wood Taylor (19 Jul 1851–2 Jan 1909) and Sarah Jane Baker (14 Dec 1855–1 Oct 1921). Bess and John Taylor are buried in the Taylor/Liberty Hill Cemetery.

14. **Velma Gladys Ward** (15 Sep 1902–4 May 1994) married on 22 January 1924 in Union Parish, Louisiana to Claud C. Boggs (c1896–?). Velma married later to Fred F. Kern (30 Oct 1903–6 Dec 1978). Velma and Fred Kern are buried in the Taylor/Liberty Hill Cemetery.
15. **Lavinia Cecil Ward** (27 Mar 1904–27 Feb 1994) married on 6 February 1926 in Union Parish, Louisiana to Cobb Sawyer [Cobbie] (2 Dec 1902–10 Oct 1994), son of James and Pearl Sawyer. Cecil and Cobb Sawyer died in West Monroe, Ouachita Parish and are buried there in the Hasley Cemetery.
16. **James Addison Ward Jr.** [June] (15 May 1905–3 Aug 1927) married on 6 May 1923 in Union Parish, Louisiana to Ellen Levie Parker (23 Feb 1901–12 Mar 1931), daughter of Thomas J. Parker (30 Aug 1866–28 Jun 1943) and Laura Blackwell (11 May 1867–6 Mar 1951). June and Levie Ward are buried in the Taylor/Liberty Hill Cemetery.

♦ ♦ ♦ ♦ ♦ ♦



James Addison Ward & Sons
1915–1918

♦ ♦ ♦ ♦ ♦ ♦

Emancipation of James Addison Ward
1874

In Louisiana prior to the 1960s, a person did not automatically become a legal adult capable of handling their own affairs until they turned twenty-one. There are various exceptions under which Louisiana law recognizes a person under twenty-one as a legal adult, a category known as an *"emancipated minor."* One way to become an *"emancipated minor"* is to marry before the age of twenty-one; both males and females who married before turning twenty-one years were automatically *"emancipated by marriage."* The other way to become emancipated is by court order. This is somewhat rare, but often males between eighteen and twenty-one petition the court to declare them emancipated.

James Addison Ward (7 Apr 1856–26 Dec 1926) turned eighteen in the spring of 1874. This period was a difficult time in the lives of his parents. Jack Ward remained in a state of perpetual bankruptcy between 1866 and 1883, making it difficult to secure credit from local merchants. Jack's financial problems caused him and Betsy to legally transfer their farm to her name. In an apparent attempt to help his family, Jim Ward applied to the court to *"emancipate"* him from his status as a minor. The court granted his petition, and the next spring his mother sold him 160 acres of her farm.

This material comes from Union Parish Louisiana Succession Book A–3, p. 305.

11 Aug 1874

James A. Ward petitions the Union Parish Court to be emancipated:

> *To the Honlb. the Judge of the Parish Court for the Parish of Union and State of Louisiana.*
>
> *The petition of **James A. Ward** a resident of the Parish & State aforesaid with respect represents that he is over the age of eighteen years & that he desires to be emancipated and relieved of all the disabilities which now attach to him as a minor, further represents that he is fully capable of managing his own property and affairs. Wherefore Petitioner prays that his father **John T. Ward** also a resident of your Parish & State be cited in due course of law to answer hereto and in a final trial petitioner has a judgment emancipating him & that it be decreed that your petitioner be emancipated and relieved of all the disabilities which not attach to him as a minor with full power to do & perform all acts as fully as if he had arrived at the age of twenty one years and for general relief in the premises.* ***F. E. Mayo**, Atty. for Pet.*

Union Parish Judge **Thomas C. Lewis** issues his ruling in this case, apparently on the same day:

> *Parish Court*
> *Parish of Union*

*By reason of the law and evidence in this case being in favor of the applicant **James A. Ward** for emancipation it is ordered adjudged & decreed that the said **James A. Ward** be & that he is hereby emancipated & and that the said minor be fully emancipated and relieved from all the disabilities which now attach to him as a minor and with full power to do & perform all acts as fully as if he had arrived at the age of twenty one years. Done and signed in chambers this 11th day of August 1874.* ***Thos. C. Lewis**, Parish Judge*

♦ ♦ ♦ ♦ ♦ ♦

James Addison Ward Jr. Killed in Choudrant Automobile Accident 1927

James Addison Ward Jr. was the youngest of his parents' eighteen children. His family knew him as *"June."* He married on 6 May 1923 to Ellen Levie Parker (23 Feb 1901–12 Mar 1931).

In the mid-1920s, June and Levie moved to Texas. In late July 1927, Levie's sister, Mary Virgie Parker Murphy, had an emergency appendectomy at a Monroe hospital. Complications left her in critical condition, and so family members in Texas were called to her bedside. Six Parker family members in two automobiles left Breckenridge, Texas on Tuesday afternoon, August 2nd, to rush to Virgie Murphy's bedside in Monroe, Louisiana before her demise. The party included June Ward, his wife, Lexie, and her mother, Laura Blackwell Parker, and three of Lexie's siblings.

The trip appears jinxed from the start, with a newspaper writing that the six relatives

> *…racing with death…were victims of a series of accidents from the time they left their home at Breckenridge, Texas.*

Soon after they embarked on their hurried journey,

> *Tire trouble, engine trouble and other minor mishaps beset them on the way, and at Simsboro, La., one of the cars broke down completely and was abandoned, the entire party of six finding room in a roadster, designed for only two passengers. J. A. Ward and Hoyle* [Hoye] *Parker were riding on the fenders…*

or *"running boards."* Howe Parker, driving the vehicle, and the three women all rode inside.

As they reached Choudrant at about 3:45 a.m. Wednesday morning, a large truck parked at a filling station partially blocked the road and blocked the view of the road from both sides. Howe Parker attempted to pass the truck and hit the oncoming car head-on, *"and as both were traveling at a rapid speed the collision was terrific, wrecking both cars."* Bystanders telephoned for an ambulance from Monroe,

> *But a jinx appeared to be on it, too, and a breakdown a few miles out prevented it reaching here. Another ambulance was summoned and it was also delayed until 8 o'clock this morning, when the injured victims of the wreck were removed to the Monroe sanitarium.*

James A. Ward Jr. suffered a fractured skull, broken arm, and a severe laceration on his left side. He succumbed to his injuries eight hours later at the St. Francis Hospital in Monroe. His mother-in-law, Mrs. Laura Parker, sustained a broken hip, while Howe Parker received cuts on his hands. The other Parker family members suffered only minor injuries.

In its issue of August 10th, Farmerville's *"The Gazette"* published this notice of the tragedy that claimed Ward's life; it contains several errors, as other records and the participants who survived confirmed that Ward was not driving the vehicle:

Last Wednesday morning, Aug. 3, a bad car accident happened at Choudrant, Lincoln parish [sic], *when J. A. Ward, Jr., formerly of this parish but lately of Texas, was fatally hurt and several others in the same car were painfully injured.*

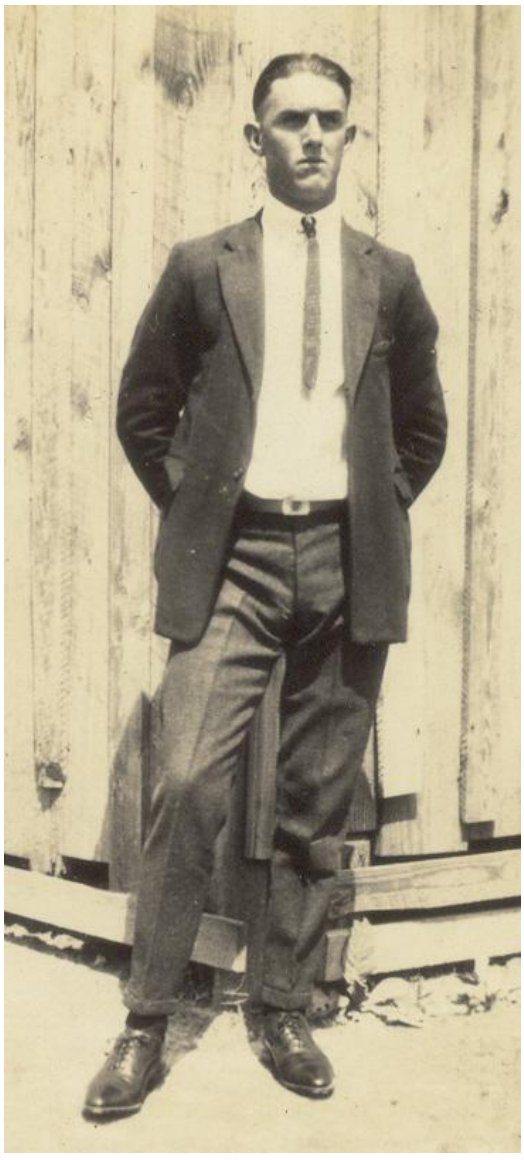
Mr. Ward, his wife and several others were going toward Monroe to where they were hastening to the bedside of his wife's sister who was very ill there. At the point of the accident a truck was on the right side of the road and when Mr. Ward attempted to swing around it to the left his car collided with another car going west and the terrible accident occurred. The driver of this car also sustained a broken limb and other bruises. Mr. Ward was rushed to a sanitarium in Monroe where he died soon afterward. He was a son of the late James A. Ward of this parish. He is survived by his widow, mother and several brothers and sisters. His remains were interred in the Taylor cemetery Thursday.

Tragically, Levie's sister, Virgie Parker Murphy, died of complications from her surgery the following week [8].

♦ ♦ ♦ ♦ ♦ ♦



JAMES ADDISON WARD JR. AND SR.
C1917





James
Addison
Ward Jr.
1923



3. Sarah Ann Elizabeth Ward McGough

Sarah Ann Elizabeth Ward [Sally Ann] (1 Apr 1858–2/3 Nov 1923) married on 23 December 1880 in Union Parish, Louisiana to Robert Armstrong McGough [Bob] (1 May 1854–3 Oct 1908), son of Josephus McGough (6 Apr 1829–14 Jul 1914) and Mary Ann Taylor (29 Sep 1835–3 Jan 1889). Robert A. McGough had first married on 23 March 1874 to Selma Alabama Kennedy (7 Oct 1855–25 Jul 1878), daughter of Peyton Randolph Kennedy and Permelia Hall. Robert and Selma had two sons that Sally Ann raised: William Lee McGough [Willie] (2 Apr 1875–8 Oct 1948) and Thomas Smith McGough [Tony] (6 Mar 1877–28 Apr 1947).

Sally Ann and Robert A. McGough spent their married lives working their farm near Farmerville and raising their children. Farmerville's local newspaper published various notices about them between 1897 and 1900:

June 1897: "*Mr. R. A. McGough says the storm of Thursday damaged crops and fencing in his section considerably"* [9].

May 1899: *"Mr. R. A. McGough, of Taylor church neighborhood, was a caller at our office Saturday. He says that backward crop work keeps farmers hustling in his section"* [10].

June 1900: *"The other wards of Union parish will have to get a move on them if they want to beat ward one in producing cattle and kids for the fair next fall. Mr. R. A. McGough has a cow that is the mother of twin calves and Mr. W. W. Taylor has a goat that goes Mr. McGough's cow three better, by bringing forth five kids"* [11].

June 1900: *"One of Mr. and Mrs. R. A. McGough's little boys had the misfortune to fall from a tree Monday and get both of his arms broken"* [12].

Robert Armstrong McGough died prematurely in 1908 at the age of only fifty-four years. Farmerville's newspaper published this notice of his death [13]:

Mr. R. A. McGough, an old and highly respected citizen of near Farmerville, died last Saturday of Heart Disease. His remains were intered [sic] *in the Taylor Graveyard Sunday.*

Sally Ann Ward McGough lived another fifteen years.

According to her death certificate signed by her physician, Dr. J. G. Taylor, Sally Ann Ward McGough's death occurred on November 3rd, but her obituary and tombstone both record her death as occurring on November 2nd. Dr. Taylor stated that Sally died of *"mitral insufficiency"* with *"Chronic Rheumatism"* being a secondary cause of her death. Farmerville's newspaper published this notice of her death [14]:

Mrs. Sarah E. McGough died at her home about six miles northeast of this place last Friday, Nov. 2, about 12 o'clock. Her remains were interred in the Taylor cemetery Saturday afternoon at

2 o'clock in presence of a large crowd of relatives and friends. We understand the deceased was about 65 years of age. She was the widow of the late R. H. McGough.

The Gazette extends sympathy to her bereaved relatives.

Sally Ann and Robert A. McGough are buried in the Taylor/Liberty Hill Cemetery.

♦ ♦ ♦ ♦ ♦ ♦

Children of Sarah Ann Ward McGough

1. **Selma Alabama McGough** (6 Nov 1881–30 Jul 1935) married on 10 January 1901 in Union Parish, Louisiana to John William Hudson [Willie, Will] (20 Oct 1875–18 Aug 1971), son of John Thomas Hudson (9 Dec 1850–6 Oct 1924) and Susannah J. Goyne (29 Jan 1851–19 Oct 1937). Selma died at a relatively young age, with Farmerville's newspaper publishing this obituary the day after her death [15]:

   Mrs. Selma McGough Hudson, wife of Will Hudson, died suddenly at her home six miles northeast of Farmerville Tuesday morning about six o'clock of heart attack. She was in the fifty-fourth year of her life.

   Mrs. Hudson was in the cow pen milking when death came. She was seen by her daughter, who was nearby, suddenly slap her hand to her breast and a moment later she expired.

   Selma McGough and Will Hudson are buried in the Taylor/Liberty Hill Cemetery.
2. **Delta McGough** (11 Jan 1883–4 Oct 1970) married on 1 January 1907 in Union Parish to Ernest Beasley Ramsey (15 Nov 1877–27 Feb 1922), son of James Kirkland Polk Ramsey (27 June 1845–5 Aug 1924) and Virginia Baker [Jennie] (3 Dec 1853–1 Apr 1878). Ernest died very young, with the Farmerville newspaper publishing this notice of his premature death [16]:

   Farmerville's

   publishing this notice of his premature death:

   We regretted very much to [learn] *of the death of Mr. Ernest* [B.] *Ramsey which occurred at* [his] *home in the northeastern* [part] *of this ward Monday morning. The deceased was a good* [citi]*zen and neighbor and he will* [be] *greatly missed by his neigh*-[bor]*s and friends. He was sick* [for] *only a day or two with* [pne]*umonia.*

   Delta and Ernest Ramsey are buried in the Taylor/Liberty Hill Cemetery.
3. **Mary Elizabeth McGough** [Lizzie] (Aug 1885–23 Sep 1961) married on 12 March 1902 in Union Parish, Louisiana to Joseph Daniel Hudson (9 Nov 1877–6 Mar 1916), son of John Thomas Hudson (9 Dec 1850–6 Oct 1924) and Susannah J. Goyne (29 Jan 1851–19 Oct 1937).

Lizzie McGough Hudson married on 19 February 1920 in Union Parish, Louisiana to James Dixon (c1874–bef. 1961), the son of Hartwell Dixon and Anna Smothers.

Lizzie McGough Dixon died in Monroe, with her funeral held at the Liberty Hill Primitive Baptist Church and conducted by Elder R. W. Rhodes [17]. Lizzie and her husbands are buried in the Taylor/Liberty Hill Cemetery, although she has no tombstone.

4. **Ellen Jane McGough** (2 May 1886–9 Dec 1969) married 1 March 1903 in Union Parish, Louisiana to John William Ward [Willie] (27 Feb 1880–18 Mar 1947), son of John Martin Ward (22 Jan 1855–17 Nov 1905) and Elizabeth Jane Meeks [Bettie] (9 Oct 1856–2 Jul 1937). Willie was Ellen's second cousin, as he was the grandson of Elijah Hubbard Ward, the older brother of John Thomas Ward. Ellen and Willie Ward are buried in the Taylor/Liberty Hill Cemetery.
5. **Theodocia McGough** [Docia] (30 Jun 1888–25 Mar 1980) married on 2 January 1909 in Union Parish, Louisiana to Mack Duel Brantley (1 Mar 1871–19 Sep 1967), son of Jesse Wilkie Brantley Sr. (4 Oct 1849–9 Jun 1891) and Mary Jane Brashier (18 Sep 1852–14 Aug 1887). Docia and Mack Brantley are buried in the Taylor/Liberty Hill Cemetery.
6. **Robert Horace McGough** (15/16 Jun 1889–1 Jan 1923) married on 31 December 1917 to Eunice Dean (20 Mar 1891–20 May 1920), the daughter of Thomas Allen Dean (29 Apr 1851–2 Aug 1924) and Rebecca Frances Albritton (1 Nov 1850–6 Mar 1935). Eunice died two years after their marriage. One of her friends wrote of her, *"Eunice possessed a king and gentle disposition, and was punctual and prompt in the performance of all her duties and obligations"* [18]. Horace followed her in death several years later, with Farmerville's newspaper publishing this notice of his premature death [19]:

   We regret very much to announce the death of Mr. Horace McGough which occurred at his home in this ward Monday night of Pneumonia.
   Mr. McGough had not been sick long; only a few days.
   Interment took place in the Taylor cemetery yesterday afternoon.
   We extend our deep sympathy to his widow and other relatives and friends.

   Robert and Eunice McGough are buried in the Taylor/Liberty Hill Cemetery.
7. **Lawrence Emmette McGough** (12 Mar 1892–20 Nov 1969) married on 20 October 1919 in Union Parish, Louisiana to Sarah Myrtle Albritton (11 Oct 1898–17 Nov 1982), daughter of John Fowler Albritton (12 Nov 1860–14 Aug 1925) and James Frances Boatright (8 Apr 1863–14 Feb 1930). Lawrence and Sarah McGough are buried in the Taylor/Liberty Hill Cemetery.
8. **Jessie Anna McGough** (24 Jan 1894–30 Nov 1941) married on 21 December 1910 in Union Parish, Louisiana to Arnett Washington Albritton (30 Jan 1892–13 May 1965), son of William

Arnett Albritton (28 Nov 1856–29 Mar 1927) and Sarah Catherine Taylor [Sallie] (2 Nov 1863–21 Dec 1928). Jessie joined the Wards Chapel Church and died at the age of forty-seven years at her home in the Wards Chapel Community. Jessie and Arnett Albritton are buried in the Taylor/Liberty Hill Cemetery.

9. **Carrie McGough** (16 Dec 1896–26 Sep 1955) married four times, with all of her marriages occurring in Union Parish. Carrie first married on 5 February 1912 at the young age of fifteen as a *"schoolgirl"* to Elza A. Brantley [Elzie] (14 Sep 1883–30 Mar 1915), son of Jesse Wilkie Brantley Sr. (4 Oct 1849–9 Jun 1891) and Mary Jane Brashier (18 Sep 1852–14 Aug 1887). He was a farmer aged twenty-eight years [20]. Carrie married on 12 June 1918 to Ollie Cleveland Hudson (7 Jun 1892–7 Aug 1918), son of John Thomas Hudson (9 Dec 1850–6 Oct 1924) and Susannah J. Goyne (29 Jan 1851–19 Oct 1937). Ollie died of typhoid fever two months after their marriage.

   Carrie married on 27 September 1919 to Walter H. Hunter (c1885–?), son of David Hunter and Angeline Green. Carrie married lastly on 25 December 1926 to her cousin, Ira Gene Auld (16 May 1905–1 Jun 1962), son of Florence Elgin Auld (13 Nov 1882–23 Sep 1960) and Mattie A. Dumas (15 Dec 1877–14 Dec 1958).

   Carrie and Ira Aulds lived in Tallulah, Madison Parish, Louisiana, when she died suddenly of a heart attack, termed an *"acute coronary thrombosis"* by the local coroner [21]. Her death certificate gave her date of birth as 13 November 1896, but her tombstone has December 16th, and the 1900 census has her born in December. Since her husband incorrectly gave her parents as Joe McGough and Sarah Ann Flowers, the death certificate information is presumably unreliable.

   Carrie and Ira Auld are buried in the Antioch Cemetery, located about ten miles east of Farmerville.

♦ ♦ ♦ ♦ ♦ ♦



Sarah Ann Ward & Robert A. McGough Family

Back row (l-r): Lawrence Emmett MgGough, Docia McGough, Robert Horace McGough.

Front Row Children (l-r): Carrie McGough, Jessie Anna McGough

♦ ♦ ♦ ♦ ♦ ♦

4. Mary Ann Ward Taylor

Mary Ann Ward (16 Apr 1860–10 Feb 1942) married on 30 June 1880 in Union Parish, Louisiana to Benjamin Allen Taylor [Ben Allen] (25 Jun 1861–1 Mar 1907), son of John D. Taylor (12 May 1834–1896) and Sarah Matilda Stancil (28 Jan 1837–aft. 1880). Mary Ann and Ben Allen Taylor are buried in the Taylor/Liberty Hill Cemetery.

See the Mary Ann Ward Taylor Biography for details on the lives of Mary Ann and Ben Allen Taylor.

Mary Ann Ward and Ben Allen Taylor had seven children to survive early childhood:

1. **John Allen Taylor** (14 Sep 1881–5 Sep 1886) is buried in the Taylor/Liberty Hill Cemetery.
2. **Alexander Palmore Taylor** [Alec] (10 Apr 1883–21 Feb 1963) married on 26 December 1917 in Union Parish, Louisiana to Gertie Ideal Rugg (23 Jan 1889–6 Sep 1974), the daughter of Eli Rugg (14 Sep 1850–2 Jun 1935) and Frances Amelia Ranley (8 Jun 1856–10 Apr 1925). They settled in the D'Arbonne Community in southern Union Parish near the Union/Lincoln Parish line. Alec and Gertie Taylor had no children and are buried in the Culbertson Cemetery at D'Arbonne.
3. **James Benjamin Taylor** [Ben] (11 Jun 1886–25 Aug 1960) married on 9 June 1907 in Union Parish, Louisiana to Terry Dee Aswell (17 Sep 1891–29 Mar 1970). Her marriage record and 1910 census gave her name as *"Terry,"* but the 1920 and 1930 censuses, plus her tombstone, have it as *"Dee."* He owned a barbershop in Farmerville in 1920 but hauled logs in 1930. Ben and Dee Taylor are buried in the Farmerville Cemetery beside their son, J. D. Taylor (8 Apr 1908–4 Mar 1935), who died in a car accident.
4. **Bular Jefferson Taylor** [Bulah] (9 Sep 1889–7 Jan 1957) married on 6 December 1908 in Union Parish, Louisiana to Lettie Rebecca Patterson (28 Dec 1892–3 Jun 1924), daughter of William Angus Patterson and Nancy Kennedy; his cousin Hillory H. Ward performed the marriage. Lettie died in Monroe, Ouachita Parish and he died in Ruston, in Lincoln Parish. Bular and Lettie are buried in the Taylor/Liberty Hill Cemetery.
5. **Eula Taylor** (9 Sep 1889–20 Feb 1969) married on 14 November 1909 in Union Parish, Louisiana to Robert Carlton Hall (8 Feb 1886–3 Aug 1951). Eula and Robert are buried in the Taylor/Liberty Hill Cemetery.
6. **Mary Theodocia Taylor** [Docia] (3 Oct 1891–28 Mar 1972) married on 31 October 1908 in Union Parish, Louisiana to Reuben Marcus Dean (13 Jul 1888–11 Sep 1958), the son of James

Alexander Dean (9 Nov 1836–10 Jul 1903) and Jeffalonia Bransford (8 Nov 1844–8 Jun 1914). Docia and Reuben are buried in the Taylor/Liberty Hill Cemetery.

7. **Josephine Taylor** [Josie] (18 Oct 1894–3 Jun 1982) married on 12 November 1910 in Union Parish, Louisiana to John Randolph Patterson (14 Jun 1885–20 Sep 1942), son of William Angus Patterson and Nancy Kennedy; Josie and her brother Bular married Patterson siblings. John and Josie Patterson are buried in the Taylor/Liberty Hill Cemetery.



MARY ANN WARD TAYLOR
& GRANDDAUGHTER

♦ ♦ ♦ ♦ ♦ ♦

5. **Cynthia Jane Ward Brantley**

Cynthia Jane Ward [Janie] (23 Sep 1864–8 Oct 1926) married on 29 February 1888 in Union Parish, Louisiana to Jessie Wilkie Brantley Sr. (4 Oct 1849–9 Jun 1891), son of Jesse Brantley (c1827–May 1849) and Elizabeth Tutt (27 Oct 1820–1870/1880) [22]. Jessie Wilkie Brantley had first married on 24 February 1869 in Union Parish, Louisiana to Mary Jane Bashier (18 Sep 1852–14 Aug 1887), and they had seven known children.

After Jessie W. Brantley's 1891 death, Janie and her daughter, Willie, moved back in with her mother, Betsy Scarborough Ward, and younger siblings, George and Dosia. Janie never remarried and lived with her mother until Betsy's death in 1914. Afterwards, she lived with her daughter, Willie.

Dr. Jordan G. Taylor served as Janie's physician between February 26th and her death in October, and he reported that she died of *"pellagra"* caused by an *"improper diet due to indigestion."* Dr. Taylor stated that Janie's death occurred on October 10th, but both her obituary and tombstone state that she died on October 8th. Her sister, Mary Ann Ward Taylor, provided Janie's personal information to Dr. Taylor. It appears that her tombstone was inscribed with the incorrect date of death. Farmerville's newspaper published this brief obituary a few days after her death [23]:

> *Mrs. Janie Ward Brantley died at the home of her daughter, Mrs. M. O. Love, in Farmerville Oct. 8, 1926, in the 63rd year of her age.*
>
> *She was born Sept. 23, 1864 in Union parish* [sic]*. She was married to the late Jesse* [sic] *W. Brantley Feb. 29th 1888. To this union was born one child, Mrs. Marion O. Love of our town.*
>
> *Interment was in the Taylor cemetery, Saturday, Oct. 9th.*

Janie Ward Brantley is buried in the Taylor/Liberty Hill Cemetery along with most of her siblings. Jessie Wilkie Brantley is buried in the Edwards Family Cemetery, about five miles south of Marion, Union Parish, Louisiana.

Cynthia Jane Ward and Jessie Wilkie Brantley had only one child:

1. **Willie Brantley** (11 Oct 1889–5 Nov 1969) married on 23 December 1914 in Union Parish, Louisiana to Marion Oliver Love (1 Sep 1895–30 Aug 1967), son of Louis Taylor Love (5 Mar 1852–23 Dec 1904) and Elizabeth Dorcas Lee (7 Jun 1858–27 Feb 1897).

   Marion Love worked as a farmer in 1920. In 1930, he worked as a grocery store merchant and also served as the 1930 marshal who enumerated the federal census for his region. Willie became a teacher and wrote poetry. She and Marion Love had two sons, one of whom died at birth on 17 February 1917. Their second son, Marion Oliver Love Jr. (17 Jan 1920–4 Nov 1926) died in a tragic accident on the streets of Farmerville while his mother held his hand.

Afterwards, Willie taught at the Hopewell School near her home. She never recovered from the death of her little boy.

Willie Brantley Love, her husband, and two children are all buried in the Taylor/Liberty Hill Cemetery.



MARION OLIVER LOVE
& WILLIE BRANTLEY



First cousins: Willie Brantley Love &
Susan Elizabeth (Dibb) Hudson Miller

♦ ♦ ♦ ♦ ♦ ♦

Little Marion Oliver Love Jr. Run Over by Automobile in Farmerville 1926

Willie Brantley married in 1914 to Marion Olive Love (1 Sep 1895–30 Aug 1967), a farmer and grocery store merchant. Their eldest child died at birth in 1917, but on 17 January 1920, Willie gave birth to a son, Marion Oliver Love Jr. As the only living child and grandchild, Marion Jr.'s parents and grandmother doted on him [24].

Janie Ward Brantley suffered from severe indigestion in the 1920s, causing her to consume a diet lacking in essential nutrients from fruits and vegetables. As a result, she developed pellagra, common among women in the South in the first few decades of the twentieth century. Pellagra led to Janie's death on 10 October 1926 [25].

Willie's husband began work as a merchant in Farmerville that year, so they acquired a house in Farmerville closer to his work. Just three weeks after her mother's death, Willie and Marion Jr. walked home on the sidewalk in Farmerville as a speeding car raced up behind them. Willie attempted to pull her son out of harm's way, but the vehicle's speed proved too fast. Although Willie escaped unscathed, the car ran over Marion Jr., crushing his skull. The Farmerville newspaper of 10 November 1926 described the tragedy. As a sign of the times, the newspaper highlighted the race of the man who drove the car that killed the boy:

NEGRO KILLS CHILD WITH CAR THURSDAY
Gus Jenkins, Reckless Negro Driver Runs Down Little Son of M. O. Love
Negro Taken by Posse at his Father's Home

A most horrible accident occurred here last Thursday evening about 5 o'clock when one Gus Jenkins, a negro, ran down and killed little Marion Love, Jr., son of Mr. and Mrs. M. O. Love, of this place.

The negro was driving a Dodge car. He had just turned off the highway below the Mitchell Motor Co. building in the street going east. He was running at a terrific rate of speed, so say bystanders who saw the accident. Mrs. Love and her little boy were going home which was just a few yards from where it occurred, being on the corner of the same block. A truck was backing out of the back of the Mitchell building on the north side of the street. The negro, after clearing the truck, still maintaining his reckless speed, struck the little boy who was on the extreme right edge of the road. The car ran over him, crushing his skull, breaking his neck and jaw and also one arm. He died instantly. His mother made a frantic attempt to pull him back and rescue him from the impending danger when she saw the negro was not going to check up. Her efforts were all in vain. The negro was driving too fast, and it is said by witnesses to the scene that he never attempted to apply the brakes.

The negro ran on up to the corner, turned to the right toward the negro church building near which he ran his car into an embankment, leaped from it and escaped to the woods near by. As

soon as the news was spread, a posse of men pursued the negro for several hours, but failed to find him. He was later in the night captured at his fathers house in ward nine and taken to Ruston and ledged in jail there. Sentiment here ran high against the negro on the evening of the accident. Two other negroes who were in the car with Jenkins were taken into custody here late that evening; but they were later released.

The remains of the child were interred in the Taylor cemetery Friday afternoon, funeral services being conducted by Rev. O. C. Cooper and Rev. Smith.

The Gazette extends deep, sincere sympathy to these bereaved parents in this hour of trial.

The following week, editors of *"The Gazette"* published this editorial regarding the dangers of careless automobile operation, describing the death of little Marion Love Jr. as the first such tragedy to occur in Farmerville:

The sniffing out, like a flash, of the life of an innocent child by careless, reckless driving of an automobile by an ignorant and careless negro last Thursday evening when the little son of Mr. Marion Love was thus killed furnishes a serious, awful example for our town. We have been reading about such accidents since the advent of the automobile; but, somehow, by luck, Providence or anything one m ight call it, it has always been somewhere else. Now it is here. It has occurred righ tin our own town, under our own observation. We have been brought to feel the horrors of it. Silent and horrifying was the moment; blood-stiring ws the impulse when we were brought face to face with the death of this child and the agonies suffered by fond parents. The tragedies about which we have been reading and which have brought sorrow to others afar, have at last been visited upon us.

A car in the hands of an individual lacking intelligence enough to drive it is a most dangerous machine to human life. It must be remembered that pedestrians also have rights along out streets, walks, roads and highways, as well as a car rider. The law, in its wisdom, imposes on the driver of a car much great responsibility if an accident happens with a pesdestrian, on the ground that such driver has in his control a machine deadly in its dealings if not handled with judgment. Hence the necessity of the present day speed and traffic laws and regulations.

A short time ago we appealed to the people through these columsn to reflect and think about the fast driving constantly being tolerated. It makes little or no difference who is driving the car, if that driver viciously ignores all law, all rights of others, all judgment and reason and plunges on, through street and down road at dangerous speed, he or she should be punished and punished promptly and virgorously, without regard to who it is. It is time to be up and doing. Human life is too precious to be hazarded in any such reckless way. Ignorant and vicious humans should not be allowed the privilege and comforts of a car if they haven't principle and justice enough to regard the rights of other people, the value of human life and the mandate of the law.

After this tragedy, Willie and Marion Love left Farmerville and returned to their farm on Wards Chapel Road about seven miles east of Farmerville. Relatives say that she mourned the loss of her little boy for the rest of of her life [26].

♦ ♦ ♦ ♦ ♦ ♦

Marion Love Jr. with his parents & grandmother











6. **Matthew T. Ward**

Matthew T. Ward (c1869–Mar 1870) died of whooping cough at only one year of age. His middle name is not documented, but it was probably *"Thomas."*

♦ ♦ ♦ ♦ ♦ ♦

7. **Henry Jefferson Ward**

Henry Jefferson Ward [Jeff] (10 Feb 1872–15 Jan 1898) married on 11 February 1892 in Union Parish, Louisiana to Johnnie J. Rabun (15 Aug 1871–19 Nov 1961), daughter of John L. Rabun (1845–1871) and Georgia Ann Albritton (31 Dec 1853–18 Oct 1930). Jeff Ward died prematurely in January 1898, and Farmerville's newspaper published this notice of his death [27]:

> *Mr. H. Jeff Ward, who lived a few miles east of Farmerville, died Saturday afternoon. He has been in declining health for the past several months.*

Jeff Ward was buried in the Wards Chapel Cemetery, but it does not appear that a grave marker was erected for him immediately after his death.

After Johnnie's death in 1961, she was buried beside Jeff at Wards Chapel, and family members erected a joint tombstone for them. The marker was inscribed giving Jeff's birth year as 1870, but the 1880 federal census places his birth about 1872. Descendants recorded his birth date as 10 February 1872, and so the tombstone was incorrectly inscribed.

On 12 December 1901, Jeff's widow, Johnnie Rabun Ward, remarried to Jasper N. Harrell (25 May 1873–1 Jun 1944). Harrell is buried in the Liberty Baptist Cemetery near Linville. Johnnie followed her only son and his family to Winnsboro, but she outlived him. Johnnie died in Winnsboro, but her funeral was held at the Wards Chapel Church near Farmerville [28].

Jeff Ward and Johnnie Rabun had one or two babies who died prior to 1900. The only child who survived by 1900:

1. **John Jefferson Ward** (11 Aug 1895–16 Dec 1951) and his mother moved in with her parents after Jeff Ward's death in 1898. In 1910, John J. Ward lived with his mother and stepfather and helped operate their farm. He married on 1 November 1916 in Union Parish, Louisiana to Stella Martin (c1899–?), daughter of Reuben Martin. It is not known what became of her.

   John Jefferson Ward married on 13 April 1919 in Union Parish, Louisiana to Ollie Emma Reagan (12 Jan 1896–9 Jan 1978), daughter of Thomas Cebron Reagan (23 Mar 1865–2 Nov 1942) and Carrie Chase (1874–1940). In 1920, John and Ollie owned a farm near his mother and stepfather in Ward 8, east of Bayou d'Loutre on the Ned Lee Ferry Road. They remained in

Union Parish until the mid-1920s, when they moved to Monroe. He became a clerk in the post office on 18 December 1925. By 1930, he had moved to the Winnsboro Post Office, Franklin Parish, where he also worked as a clerk. He paid $15 per month to rent his house in Winnsboro. By 1940, he had transferred to Jayess, Lawrence County, Mississippi, and worked as a rural mail carrier.

Effective 1 September 1940, John J. Ward returned to Winnsboro to work as a post office clerk and then served as assistant postmaster there from 1944–1947. In 1948, he resigned from the post office and entered the grocery business, but he returned to the post office in January 1951. He retired on disability in April 1951. Later that same year, John J. Ward died at Winnsboro from *"chronic glomeulonephritis"* and *"urenria,"* with *"Hypertensive cardiovascular disease"* contributing to his death [29]. John J. and Ollie Ward are buried in the New Winnsboro Cemetery, Winnsboro, Franklin Parish, Louisiana.

♦ ♦ ♦ ♦ ♦ ♦

7. George Allen Ward

George Allen Ward [Allen] (13 May 1874–11 May 1938) married about 1905 to Mary Elizabeth Smith (2 Mar 1878–20 Jul 1949), daughter of William Cleaton Carr Smith (1 Nov 1847–16 Sep 1922) and Mary Holland Hayes (14 May 1855–9 Jul 1900). Mary Smith had married on 25 November 1897 in Union Parish, Louisiana to Thadeus C. Dean (1 Apr 1876–12 Aug 1900), and they two children who lived with their mother and Allen Ward after their marriage: (1) Brady G. Dean (26 Mar 1899–4 June 1986) married Eula B. Brazzeal (Sep 1902–20 Dec 1998); (2) Thaddaeus Alonia Dean (22 Oct 1900–29 Sep 1915).

Allen Ward's father died when he was only nine years old. He grew up living with his mother, older sister, Janie, younger sister, Docia, and Janie's young daughter, Willie Brantley. They lived on his father's old farm that his grandfather, David Ward, had purchased from the government in 1854. Allen joined the Liberty Hill Primitive Baptist Church in 1910.

Allen Ward became active in his local Democratic Party, serving as an election commissioner in August 1915. Later that year, the party selected Ward as their candidate for police juror, and citizens elected him to the Union Parish Police Jury at the election in April 1916. He served one two-year term on the Police Jury [30].

Allen Ward operated his farm until his death in 1938. Farmerville's newspaper published this obituary a few days after his death [31]:

> *Funeral services for George Allen Ward, 64, who died at his home near Farmerville Wednesday night, May 11, at 8 o'clock, were held at Liberty Hill church six miles northeast of Farmerville Thursday afternoon, May 12, at 3 o'clock, conducted by the Rev. R. W. Rhodes, pastor of that church, of which the deceased had been a faithful member for 28 years.*
>
> *Mr. Ward had been in ill health for a long time, but his last and fatal illness was sudden and came as a shock to his family and many friends. He was born in the Ward's Chapel community, and lived within a few miles of his birthplace all his life. His life work was that of a farmer, except two years, 1918 to 1920, when he was engaged in the grocery business in Farmerville…*

In 1940, Mary lived on her farm with her two daughters, Esther and Willar Lee. She died at the Wright-Bendel Clinic in Monroe. At the time of her death, Mary's regular residence was in Sterlington, Ouachita Parish Louisiana. She died of *"coronary embosis"* due to cerebral hemorrhage and senility. Her death certificate listed her father as *"H.C.C. Smith,"* but censuses indicate that he was actually *"William C. C. Smith."*

Allen and Mary Ward are buried in the Taylor/Liberty Hill Cemetery.

♦ ♦ ♦ ♦ ♦ ♦

Children of George Allen Ward

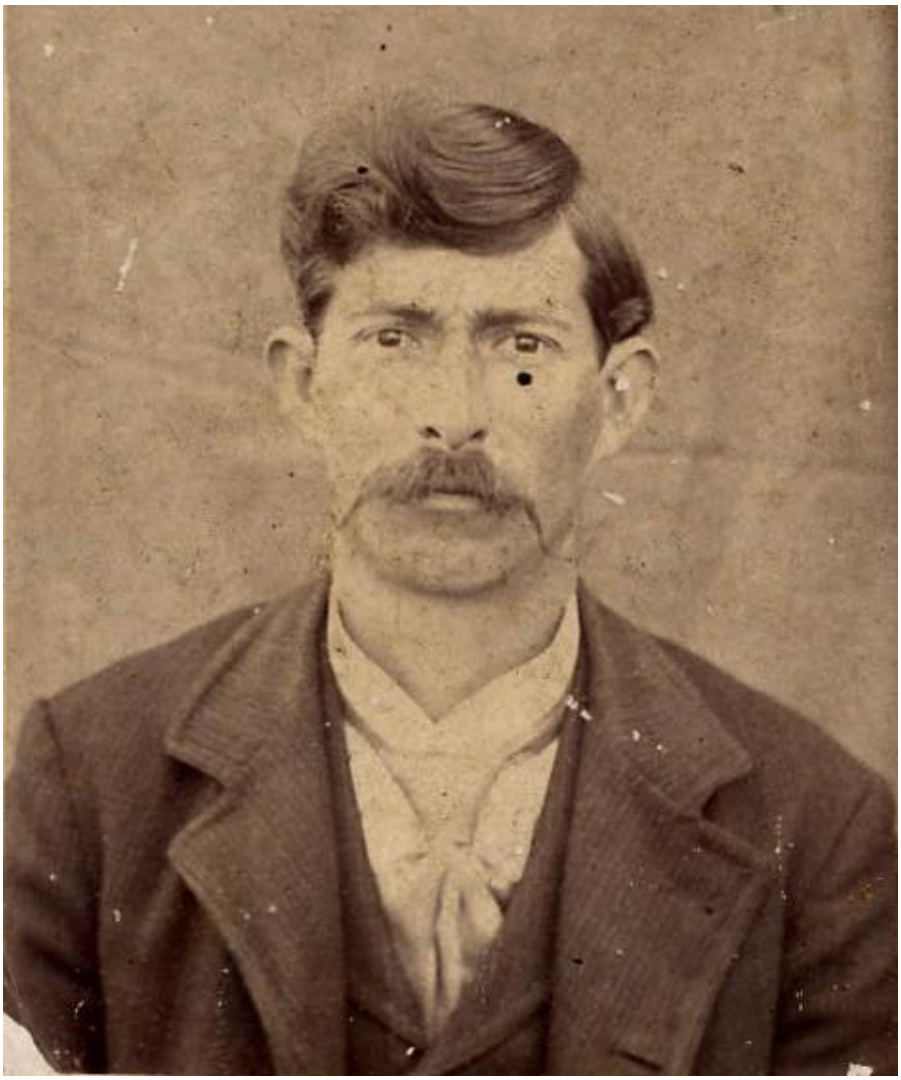
Allen Ward and Mary Smith had four children who survived to adulthood:

1. **Mary Esther Ward** (11 Sep 1906–30 Jul 1956) remained single through 1940, which is unusual in that era. In that year, she lived with her mother and sister in Farmerville and worked as a seamstress for the Works Progress Administration. Sometime after 1940, she married Claude Franklin Hester (3 Aug 1899–25 Mar 1964), son of George Franklin Hester (Oct 1870–12 Jul 1948) and Mary Ann Kelley (Oct 1872–5 Jun 1943). Esther Ward Hester is buried in the Taylor/Liberty Hill Cemetery. Claude died in Mississippi and is buried in the Center Grove Baptist Church Cemetery near Meridian, Lauderdale County, Mississippi.
2. **Lois Lola Ward** (5 Jun 1910–Aug 1978) married on 1 March 1928 in Union Parish, Louisiana to Benjamin Murphy (24 Jun 1887–18 Mar 1932), son of Ferdinand Eugene Murphy (Feb 1841–21 Jun 1922) and Margaret Ann Pippen (Jun 1851–12 Apr 1929). Lois married on 11 October 1935 in Union Parish to Homer Clayton Albritton (4 Sep 1902–Jan 1988), son of Matthew Leonard Albritton (23 Mar 1862–29 Oct 1944) and Ella Jordan (10 Sep 1864–11 Oct 1952). Lois and Homer are buried in the Taylor/Liberty Hill Cemetery. Benjamin Murphy is buried in the Carlock Cemetery near Hamburg, Ashley County, Arkansas.
3. **George Allen Ward Jr.** [Buddy] (2 Oct 1913–14 Jan 1966) married Josephine Ida Harmon [Josie] (25 Jul 1917–10 Oct 1955), daughter of Wilkes Booth Harmon (27 Jun 1880–22 Jan 1943) and Marguerite Egloff (26 Oct 1879–6 Dec 1952). About 1937, Buddy took a position with the Union Producing Company and worked with the oil company until his death. In 1949, he moved to the company's office in Beeville, Texas, where he worked as the district personnel and employee relations supervisor. In Beeville, he became active in civic work and joined the Beeville First Baptist Church. Josie died in 1955, and in 1965, Buddy moved to his company's Corpus Christi office [32]. He died there six months later of a heart embolism. Buddy and Josie Ward are buried in the Glenwood Cemetery, Beeville, Bee County, Texas.
4. **Willar Lee Ward** (Jun 1918–1991) lived with her mother and oldest sister in Farmerville in 1940. She married on 12 April 1941 in Union Parish, Louisiana to Oguilva McDougle (3 May 1920–Apr 1980), son of John Tom McDougle and Bettie Caroline Neal. In 1950, they lived in Ouachita Parish and Oguilva worked as a mechanic in a carbon plant. Willar died in Kansas City, Missouri. Willar Lee Ward and Oguilva McDougle are buried in the Taylor/Liberty Hill Cemetery near Farmerville, Union Parish, Louisiana

♦ ♦ ♦ ♦ ♦ ♦



ALLEN WARD
(1874–1938)



♦ ♦ ♦ ♦ ♦ ♦

8. **Nancy Theodosia Ward Hudson**

Nancy Theodosia Ward [Dosia] (8 Mar 1878–14 Mar 1950) married on 6 January 1897 in Union Parish, Louisiana to Charles Henry Hudson [Charlie] (16 Dec 1873–24 May 1957), son of John Thomas Hudson (9 Dec 1850–6 Oct 1924) and Susannah J. Goyne (29 Jan 1851–19 Oct 1937). In 1901, Dosia and Charlie settled on a farm that adjoined her mother's. They were married for fifty-three years and had a total of ten children. Dosia Ward Hudson and Charlie are buried in the Taylor/Liberty Hill Cemetery.

For details of the lives of Dosia and Charlie, see the Dosia Ward Hudson Biography.



DOSIA WARD & CHARLIE HUDSON
1900

♦ ♦ ♦ ♦ ♦ ♦

Children of Dosia Ward Hudson

Dosia Ward and Charles Henry Hudson had ten children, eight of whom survived to adulthood:

1. **Ruth Mae Hudson** (11 Oct 1897–1 Aug 1993) married on 14 November 1917 in Union Parish, Louisiana to George Washington Miller (20 Oct 1894–15 Jul 1985), son of Peter Leonard Miller (6 Aug 1871–15 Aug 1963) and Sarah Brantley [Sallie] (2 Sept 1874–8 Feb 1901). Ruth and George Miller are buried in the Taylor/Liberty Hill Cemetery.
2. [infant son] **Hudson** born dead in 1899 and buried near Sterlington, Louisiana.
3. **Reita Belle Hudson** (27 Feb 1900–19 May 1982) married on 10 September 1921 in Union Parish, Louisiana to James M. Carmack (10 Jun 1898–20 Mar 1961), son of Charles Edward Carmack (26 Dec 1870–6 Nov 1937) and Lydia Othelia Burns (25 Mar 1875–4 Dec 1972). During World War I, James M. Carmack served as Private First Class in Company A, 7th U. S. Infantry. Reita and James Carmack are buried in the Taylor/Liberty Hill Cemetery.
4. **Susan Elizabeth Hudson** [Dibb] (20 Nov 1901–30 Jan 1972) married on 23 December 1920 in Union Parish, Union Parish, Louisiana to Herbert Lee Miller (20 Jul 1900–7 Jun 1984), son of Peter Leonard Miller (6 Aug 1871–15 Aug 1963) and Sarah Brantley [Sallie] (2 Sep 1874–8 Feb 1901). Dibb and Herbert settled on a farm near her parents along the Wards Chapel Road. Herbert farmed and raised cattle and other livestock. Dibb Hudson Miller died prematurely of cancer in 1972, with Herbert surviving her by a dozen years. Dibb and Herbert Miller are buried in the Taylor/Liberty Hill Cemetery.
5. **Willie Lelia Hudson** (24 Nov 1903–1 Sep 1989) married on 3 September 1927 in Union Parish, Louisiana to Clyde Charter Harper (27 Jan 1907–11 Oct 1953), son of James Henry Seborn Harper (3 Sep 1868–8 Sep 1933) and Henrietta Ford Wise (4 Jun 1877–8 Apr 1933). Lelia and Clyde lived in Ruston before moving to Springhill. After his premature death, Lelia taught school and raised their three daughters. Lelia and Clyde Harper are buried in the Springhill City Cemetery, Springhill, Webster Parish, Louisiana.
6. **Mary Evaline Hudson** (3 Oct 1905–28 Apr 1986) married on 5 September 1925 in Union Parish, Louisiana to Velma Gray Hall (3 Dec 1904–28 Jun 1963), son of James Herbert Hall (2 Dec 1883–25 Sep 1950) and Mittie Gray Taylor (23 Jul 1886–23 Dec 1913). Evaline Hudson and Velma Gray Hall are buried in the Taylor/Liberty Hill Cemetery.
7. **Charles Henry Hudson Jr.** [June, Bud] (21 Jan 1907–16 May 1982) married on 2 April 1937 in Union Parish, Louisiana to Vivian Love (4 Mar 1908–2 Feb 1938), who died giving birth to their only child. June Hudson married on 29 May 1945 in Union Parish, Louisiana to Lurline

Holley (31 Dec 1906–7 Apr 1990), daughter of William Parks Holley (1884–30 Aug 1961) and Cleta Levonia Rountree (1887–9 Dec 1964). June Hudson and his wives are buried in the Taylor/Liberty Hill Cemetery.

8. **John Thomas Hudson** (13 Sep 1909–6 Nov 1985) married on 4 March 1933 in El Dorado, Union County Arkansas to Flayo Cade (4 Jul 1916–1 Apr 1988), daughter of William Cade [B. O.] (1 Jun 1896–19 Jan 1981) and Ethel Lee (4 Apr 1900–21 Jul 1965). John completed his master's degree in education and worked as a principal for many years. He and Flayo are buried in the Taylor/Liberty Hill Cemetery.
9. **Woodrow Wilson Hudson** (19 Apr 1912–11 Feb 1987) married on 4 March 1933 in El Dorado, Union County Arkansas to Fabrice Boatright (16 Mar 1916–23 Nov 1997), daughter of George William Boatright (6 Sep 1886–24 Dec 1934) and Elizabeth Dean (24 Nov 1885–20 Jan 1959). Woodrow and Fabrice Hudson are buried in the Taylor/Liberty Hill Cemetery.
10. [female] **Hudson** (25 Jan 1915–11/12/14 Feb 1915). This infant has two tombstone markers in the Taylor/Liberty Hill Cemetery with differing death dates, while family records give a third death date. However, Ruth and Reita, Dosia's eldest daughters present at the birth, state that Dosia gave birth to one female child who died several weeks later.

♦ ♦ ♦ ♦ ♦ ♦

Records of Jack Ward & Betsy Scarborough
1852–1914

This section gives transcriptions of all known records of John Thomas Ward and Sarah Ann Elizabeth Scarborough Ward except for their lawsuits, which are given in the following section.

9 Mar 1852 **Benjamin Scarborough** married **Miss Martha Boles** (also Bawles). **Charles D. Dodd** served as Scarborough's security on the marriage bond.

Reference: Union Parish Louisiana Marriage Book 1, p. 127.

Witnesses: **P. W. Lunsford**, **J. T. Ward**, **Lafayette Thomas**

Comment: John T. Ward witnessed this marriage when he was seventeen years old. Benjamin Scarborough's birth occurred in Mississippi, and we believe he is a relative of Noah Scarborough. Two years after witnessing this marriage, John Thomas Ward married Noah's daughter, Sarah Ann Elizabeth Scarborough.

2 Nov 1853 **John T. Ward** filed his stock mark with the Union Parish Louisiana Recorder's office:

"State of Louisiana
Parish of Union } *Before me* ***Reuben Ellis*** *Recorder & Ex Officio Notary Public in and for Said Parish personally came* ***John T. Ward*** *a Resident of Union Parish La. who declares that he claims the following to be his Stock Mark and makes application to have the same Recorded which is as follows a Swallow fork & Underbit in the Right Ear and a Swallow fork in the Left. Signed and acknowledged before me on this the 2nd November A.D. 1853.* ***John T. Ward***

A True Record November 2nd 1853. ***Reuben Ellis****, Recorder"*

Reference: Union Parish Louisiana Marks and Brands Book, p. 11.

8 Nov 1854 **David Ward** sells 160 acres of land in Union Parish Louisiana to son **John T. Ward** for $400. The deed was not recorded until twenty-six years after it was first made. On 17 October 1881, **James M. Turner** swore before Union Parish Clerk of Court W. W. Heard that he witnessed the signing of the deed.

Reference: Union Parish Louisiana Deed Book S, p. 442. David Ward sold his son this property in Township 21 North, Range 2 East:

W½ of SW¼ of Section 29, & NE¼ of SE¼ of Section 30, & NW¼ of NW¼ of Section 32

Witnesses: **H. Regenburg**, **James M. Turner**

Comment: The above item was a pre-printed form. The bold items were filled in by the land officer, but signed Henry Regenburg was a Farmerville lawyer from Bavaria, Prussia (now Germany). James M. Turner had married Mary Ann Theodotia Reddock, a close relative whom we believe was David Ward's neighbor. Turner lived near the Wards in this period, but he later moved further east, towards the Ouachita River.

16 Oct 1855 **John T. Ward** of Union Parish Louisiana purchased 39.94 acres of government land in Union Parish Louisiana for $29.96 ($0.75 per acre). Ward made the following statement, which contains his original signature. The bold items below are the items handwritten into the blank spaces on the printed form by Land Office Register:

"I, ***John T. Ward*** *of* ***Union*** *parish, Louisiana, having applied to enter…under the act of Congress, entitled "An Act to graduate and reduce the price of the public lands to actual settlers and cultivators," approved August 4th, 1854, do solemnly swear that I enter the same for the use of an adjoining farm owned by me, situated on the* ***NW¼ of NW¼, Sec. 32, W½ of SW¼ Sec. 29 & NE¼ of SE¼*** *Section No.* ***30*** *Township No.* ***Twenty one*** *North of Range No.* ***Two East****, and that, together with said entry, I have not acquired from the United States, under the provisions of said Act, more than three hundred and twenty acres, according to the established surveys; and further, that the said land is not now in the occupancy of any actual settler whose settlement thereon existed at the date of said law."*

Reference: Monroe, Louisiana Land Office Cash Entry #15980. Ward purchased this property in Township 21 North, Range 2 East:

NE¼ of NW¼ of Section 32

Comments: The above item was a pre-printed form. The land officer filled in the bold items and Ward signed it as "John T. Ward."

20 Sept 1859 **John T. Ward** of Union Parish Louisiana purchased 39.94 acres of government land in Union Parish for $19.97 cash ($0.50 per acre). Ward signed the following form with his own writing (the bold items are the handwritten entries in this pre-printed form):

"AFFIDAVIT FOR LAND ENTERED FOR THE USE OF AN ADJOINING FARM. Land Office at ***Monroe, La.***
I, ***John T. Ward****, of* ***Union Parish La****, having applied to enter…under the act entitled "An act to graduate and reduce the price of the public lands to actual settlers and cultivators," approved August 4, 1854, do solemnly swear that I enter the same for the use of an adjoining farm owned by me, which is situated on* ***W½ of SW¼ Sec 29, NE¼ of SE¼ Sec. 30 & N½ of NW¼*** *of section No.* ***32,*** *in township No.* ***21N*** *of range No.* ***2E****, upon which there are* ***20*** *acres in cultivation, besides a dwelling house and other appurtenances; and that, together with said entry, I have not acquired from the United States, under the provisions of said act, more than three hundred and twenty acres to the established surveys; and further, that said land is not now in the occupancy of any actual settler whose settlement thereon existed at the date of said law.* ***John T. Ward****"*

Reference: Monroe, Louisiana Land Office Cash Entry #20839. John T. Ward purchased this land in Township 21 North, Range 2 East:

E¼ of SW¼ of Section 29

Comments:

- The above statement gives the precise description of Ward's primary farm and residence and indicates that at that time he had 20 acres in cultivation.
- David Ward also purchased land at the Monroe, Louisiana Land Office on this same day, so John T. Ward and his father must have together made the trip down Bayou de Loutre to Monroe.

2 Feb 1860 **John T. Ward** of Union Parish Louisiana purchased 199.82 acres of government land in Union Parish Louisiana for $99.91 in cash ($0.25 per acre). In making this purchase, Ward was again using the 1854 law passed by Congress, as indicated in the pre-printed form transcribed above (see his 20 Sept 1859 purchase). Ward signed another copy of this form with this purchase, and it indicates that his primary farm consisted of these fractional portions of sections in Township 21 North, Range 2 East:

Section 29: W½ of SW¼, SE¼ of SW¼
Section 30: NE¼ of SE¼
Section 32**:** N½ of NW¼

Ward's oath also stated that he then had 25 acres in cultivation on his primary farm and a house.

Reference: Monroe, Louisiana Land Office Cash Entry #21798. John T. Ward purchased this property in T21N, R2E:
SW¼ of SW¼ of Section 28, & S½ of SE¼ of Section 29, &
NE¼ of NE¼ of Section 32, & NW¼ of NW¼ of Section 33

In the 1920s, a question arose concerning the precise land description. An attorney certified that Ward indeed purchased this tract on 2 February 1860, and that the government had issued a patent for the land to John T. Ward on 1 September 1860. The attorney's certificate was sent to the Union Parish courthouse and recorded in Union Parish Deed Conveyance Record 60, p. 467.

Comment: Note that in the six months between September 29th and February 2nd, John T. Ward must have cleared an additional 5 acres of land.

20 Mar 1860 **John T. Ward** of Union Parish Louisiana purchased 39.94 acres of government land in Union Parish Louisiana for $19.97 cash ($0.25 per acre). Ward made the following statement, which contains his original signature. The bold items below are the items handwritten into the blank spaces on the printed form by Land Office Register:

"AFFIDAVIT FOR ACTUAL SETTLEMENT AND CULTIVATION.
LAND OFFICE at ***Monroe, La.***

"I, ***John T. Ward*** *of* ***Union Par La****, having applied to enter…under the act entitled "An Act to graduate and reduce the price of the public lands to actual settlers and cultivators," approved August 4, 1854, do solemnly swear that I enter the same for my own use, for actual settlement and cultivation; and that, together with said entry, I have not acquired from the United States, under the provisions of said Act, more than three hundred and twenty acres, according to the established surveys; and further, that the said land is not now in the occupancy of any actual settler whose settlement thereon existed at the date of said law.* ***John T. Ward****"*

Reference: Monroe, Louisiana Land Office Cash Entry #22075. Ward purchased this 39.94 acres in Township 21 North, Range 2 East:

NW¼ of NE¼ of Section 32

Comment: This was John T. Ward's final purchase of government land until his homestead application of 1872. Between 1855 and 1860, he purchased a total of 320 acres of land from the government, for a total cash payment of $169.81. The bold items are the entries filled in to a pre-printed form by the land officer. This record gives another sample of Jack Ward's original signature.

30 July 1860 On this day the administrator of the estate of **John A. Bayless**, formerly a partner in the Farmerville mercantile firm of **Carson & Bayless** with **James H. Carson**, filed his return with the Union Parish court. The administrator listed these debts collected by Carson and claimed one-half of each of the following amounts. This appears to be a list of running accounts local farmers held with the firm of Carson & Bayless:

Ward, J. T.	(various claims)	$58.84
Ward, Jno. T.	note dated 17 April 1858	10.00
Ward, Jno. T.	note dated 1 January 1858	70.37

Reference: Union Parish Louisiana Succession Book E, pp. 145–162.

11 Oct 1860 **John T. Ward** purchased 120 acres of land from **Simeon Slawson** for $360. The deed specified that the payment was to be for cash, but as future lawsuits prove, Ward actually signed two notes to Slawson as his payment for the land. The first note was for $200 due 1 Jan 1861 and was co-signed by Ward's elder brother **Elijah Hubbard Ward**. The second note for $160 was due 1 Jan 1862 and was co-signed by Ward's brother-in-law **John R. Auld**.

Reference: Union Parish Louisiana Deed Book J, pp. 365–366. Slawson sold Ward this property in T20N, R2E:

NE¼ of SW¼, & NW¼ of SW¼, & SW¼ of NW¼, all in Section 8

The promissory notes were not recorded in the deed book but rather come from two 1866 lawsuits filed against Ward by the owners of the notes, Elizabeth H. Brigham (see the section on Civil Suits).

Witnesses: **R. B. Smith**, **Allen Carr**

Comments:

- John T. Ward failed to pay either of the notes he signed as payment for this 120-acre tract of land, leading to several lawsuits in 1866 (these are transcribed in their entirety below).
- With this land purchase, Ward now owned a total of 600 acres of land.

1860 In the list of accounts and debts due to the estate of **James H. Carson**, formerly a partner in the Farmerville mercantile firm of **Carson & Bayless**, the administrator indicated that Carson owned ½ of the judgment of $125.22 obtained against **John T. Ward**, giving Carson's estate $62.61.

Reference: Union Parish Louisiana Succession Book E, pp. 110–137.

Comment: This is the first indication of Jack Ward's future financial problems. The debt was clearly owed to the former firm of Carson & Bayless. There is no record of this judgment in the Union Parish court records. Carson & Bayless must have sued Jack Ward in the police jury Ward One court, whose records do not exist.

27 Feb 1861 The Union Parish court divides the joint property belonging to the commercial firm of **Carson & Bayless**, as well as the individual estates of **James H. Carson** and **John A. Bayless**. Included among the debts owed to them were notes on **J. T. Ward, et. al.** for $200 and $160 classified as good debts.

Reference: Union Parish Louisiana Succession Book E, pp. 187–195.

Comment: These were the notes Ward used to pay Simeon Slawson in October 1860. Slawson had transferred the notes to Carson & Bayless prior to the division of that firm's property. Ward failed to pay these notes, and Carson's heir Elizabeth H. Carson Brigham sued him in court beginning in 1866. This constitutes the beginning of Ward's financial problems.

1 Feb 1862 **John T. Ward** and his first cousin **Joseph A. Meeks** served as financial security for their first cousin **David W. Solomon** to secure his faithful service as constable in Union Parish Louisiana:

"State of Louisiana, Parish of Union } *Know all men by these presents that **David W. Solomon** as principal and **John T. Ward** and **Joseph A. Meeks** his securities are held and firmly bound unto **Thomas O. Moore** governor of the State of Louisiana for the time being and unto his successors in office, in the Sum of Five Hundred Dollars good and Lawful money of the State of Louisiana for the*

payment of which we bind our selves our heirs and assigns in solido firmly by these presents Dated at Farmerville on this the 1st day of Feby AD 1862.

The condition of the above bound ***David W. Solomon*** *has been Elected and Commissioned Constable of Ward No. Eight in and for the Parish of Union State of Louisiana. Now if the said* ***David W. Solomon*** *shall well and faithfully Execute, and make true returns according to Law of all such writs, orders, and process, as shall come into his hands as Constable aforesaid, and well and truly pay over all sums of Money that Shall come into his hands as Constable aforesaid to the person Entitled by Law to the same, and shall faithfully do and perform all such other duties as may be required of him by Law, then the above obligation to be void, otherwise to remain in full force and virtue.*

Thus done and signed in the presence of the undersigned Lawful witnesses & ***Wm. C. Smith*** *Parish Recorder, the day & date above written viz. February 1st AD 1862.*

D. W. Solomon, Joseph A. Meeks, John T. Ward*"*

Reference: Union Parish Louisiana Mortgage Book AA, p. 169.

Witnesses: **M. S. Carson**, **W. H. Carson**

Comments:

- All three of those signing this bond were first cousins. Solomon's mother was Elizabeth J. Ward, Meeks married Harty Ann Auld, daughter of Margaret Jane Ward, and both Elizabeth and Margaret were sisters to Jack's father David Ward. In addition, David W. Solomon married Mary Ann Scarborough (1840–1895), a sister of Jack's wife Sarah Ann Elizabeth Scarborough (1838–1914).
- The Carsons were wealthy Farmerville merchants prior to the war.

28 Mar 1862 Included in the inventory of the estate of **Drury Cross** was a note due Cross signed by **John T. Ward** with 8% interest from 1 January 1861; the note was then valued at $10. Ward's father-in-law, **Noah Scarborough**, and former Union Parish Judge **John Taylor** conducted the inventory, with **James R. Albritton** serving as a witness.

Reference: Union Parish Louisiana Succession Book E, pp. 592–600.

Comment: The 1860 census enumerator listed Drury Cross in the household adjoining Noah Scarborough's. James R. Albritton was Betsy Scarborough Ward's uncle, as he married Susan Fowler, sister of Samantha Fowler Scarborough. Cross had died 9 January 1862.

5 June 1865 The 360-acre farm of **John R. Auld** was seized by Union Parish Deputy Sheriff **D. Arent** and sold to satisfy an unpaid debt. **John T. Ward** purchased the farm of his brother-in-law **John R. Auld** from the deputy sheriff for $666.66 in cash:

"State of Louisiana Parish of Union.

Be it remembered that I ***D. Arent*** *Deputy Sheriff of the parish of Union La did on the 5th day of June 1865 after having advertised the same for more than thirty days by virtue of an execution vs.* ***Jno. R. Aulds*** *from the Eleventh Jud. District Court for the Parish of Union proceed to sell on said day the following described property… containing in all 360 acres more or less. When after crying the same a sufficient length of time* ***John T. Ward*** *became the purchaser for the sum of six hundred and sixty six and two thirds Dollars $666.66 Cash to me in hand paid the receipt whereof is hereby acknowledged the said* ***Ward*** *being the last and highest bidder and having given the full appraisement.*

Now therefore I ***D. Arent*** *Deputy Sheriff as aforesaid do hereby adjudicate sell & transfer to the said* ***John T. Ward*** *to have and to hold forever all the right title and interest that the said* ***John R. Aulds*** *has in said Land…"*

Reference: Union Parish Louisiana Deed Book L, p. 257. This record describes Auld's farm in T21N, R2E as:

W½ of SW¼, & SE¼ of SW¼, & S½ of SE¼ of Section 29, and also
NW¼ of NE¼, & NE¼ of NE¼, & NW¼ of NW¼ of Section 32

The description in the original deed is flawed, as it only totals 320 acres of land, not the 360 stated in the record. Either there was a missing 40 acres or else the total sold was merely 320 acres.

Witnesses: **W. D. Slayton**, **B. F. Dellard** [Dillard]

Comments:

- I cannot explain why Jack Ward made this purchase. I somehow doubt that he had this amount of cash on hand, given the political situation at the time. Ward's brother-in-law John R. Auld was at this time probably on his way home from service in the Confederate army. Did Ward make this transaction in order to help prevent his sister's farm from being seized by the courts? There is a missing lawsuit in Union Parish between Auld and Ward. This sheriff's sale perhaps somehow related to this lawsuit.

- Jack Ward had purchased the NW¼ of the NE¼ of Section 32 from the government in 1860, and there is no recorded deed in Union Parish indicating that he sold this to his brother-in-law John R. Auld. Either the description of the land Ward purchased in this deed is flawed, or Ward sold Auld this 40-acre tract between 1860 and 1865 and the transaction was not recorded.
- Similarly, Ward bought the NE¼ of the NE¼ of Section 32 from the government in 1860, yet this record shows Jack purchasing it as the property of John R. Auld.
- Dr. Benjamin F. Dillard was a Union Parish physician and later a member of the Louisiana State Legislature

11 Sept 1866 **John T. Ward** sold his brother **Elijah H. Ward** 160 acres of land for $200. Two days later, on September 13th, they both appeared before Union Parish Recorder **William C. Smith** and acknowledged their signatures on this sale of land.

Reference: Union Parish Louisiana Deed Book L, pp. 280–281. Jack sold his brother Hub this property in T20N, R2E:

NE¼ of SW¼, & NW¼ of SW¼, & SW¼ of NW¼, & SE¼ of NW¼ of Section 8

Witnesses: **J. C. Cargill**, **D. M. Goodger**

Comments: In this record, Jack Ward disposed of the property he purchased in 1860 that apparently began the serious financial and legal problems that plagued the remainder of his life. He had purchased 120 acres of this property from Simeon Slawson back in 1860, but he could not pay the notes when they became due. Since Jack's brother Hubbard Ward had co-signed one of the notes Jack used to pay for that land, this entangled Hub in this legal situation. Perhaps Jack gave Hub this property as a payback for the financial problems he had caused.

1 Oct 1866 **John T. Ward** sold his first cousin **Joseph A. Meeks** 200 acres of land for $150 cash. On this day, Ward and Meeks both appeared before Union Parish Recorder **William C. Smith** and acknowledged their signatures on this sale of land.

Reference: Union Parish LA Deed Book L, pp. 293–294. Ward sold Meeks this property in Township 21 North, Range 2 East:

NE¼ of SE¼ of Section 30
NW¼ of SE¼ of Section 32
S½ of SW¼ & NW¼ of SW¼ of Section 29

Witnesses: **J. J. Auld**, **J. M. Williams**

Comments:

- John Jordan Auld was Jack's first cousin. Williams' identity is unknown.
- Like his sale of 160 acres to his brother the previous month, in this record Jack Ward continued to "sell" his farm to his relatives in an attempt to prevent the government from seizing and selling it to pay his debts. Joseph A. Meeks had married Jack's first cousin Harriett Ann E. Auld, the daughter of Margaret Jane Ward Auld.
- I have carefully transcribed the above record for accuracy, and I think the description of the 40 acres in Section 32 is incorrect. No Union Parish record indicates that Jack Ward had purchased the NW¼ of SE¼; in fact, he had no legal right to convey this property for the government still owned it. Government records indicate that Jack's first cousin James W. Auld purchased it from the government in the 1870s. Auld received a final patent on this tract of land on 24 June 1878.

25 Feb 1867 **Jack Ward**, his father-in-law **Noah Scarborough**, his brother **Hub Ward**, and his first-cousin and brother-in-law **David W. Solomon** all purchased personal property at the estate sale of **Henry P. Anderson**. Jack Ward purchased one-gallon jar of molasses valued at 75¢, one broad axe @ $2.50, 2 demijohns @ $3.00, 2 jugs @ 70¢ and tin funnel @ 10¢, and 800 pounds of fodder @ $14.40, for a total purchase of $18.95. Noah Scarborough purchased items valued at $4.88. Hub Ward purchased 3 *shuck collars*, various kitchen dishes, and one gun all valued at $12.85. David Solomon bought one *get gun* for $1.00.

Reference: Union Parish Louisiana Succession Book F, p. 553.

21 Dec 1867 **John T. Ward**, his father **David Ward** and older brother **Elijah H. Ward** appoint **Thomas J. Seale** as their attorney to receive the share of the estate of **James Seale** due to them as heirs of **Cynthia Seale Ward**. Jack's grandfather James Seale had died in Butler County Alabama in February 1860, so his Uncle Thomas Seale apparently had to travel there to obtain the money.

Reference: Union Parish Louisiana Deed Book M, pp. 71–72. The full record is transcribed in the section on Union Parish Ward records.

Witnesses: **David Arent**, **John L. A. Robinson**

4 April 1868 **John T. Ward** sold 280 acres of land in Union Parish to **William P. Smith** for $140 in cash.

Reference: Union Parish Louisiana Deed Book M, p. 142. Ward sold Smith this land in Township 21 North, Range 2 East:

NE¼ of Section 32, & S½ of SE¼, & SE¼ of SW¼ of Section 29

This legal description is apparently flawed, as Ward had previously sold the SW¼ of the SE¼ of Section 32 to his cousin Joseph A. Meeks in 1866.

Witnesses: **H. H. Auld**, **Azor Slawson** [Slawson appeared before Union Parish Recorder William C. Smith on 6 April 1868 and swore that he saw all of the other parties sign the document.]

Comments:

- Jack purchased the N½ of NE¼ of Section 32 from the government in the spring of 1860. However, David M. Gibson and James H. Pardue purchased the S½ of NE¼ of Section 32 in about 1856 and 1859, respectively. No recorded deed shows Jack Ward purchasing this property from either Pardue or Gibson.

- Both witnesses were relatives of Jack Wards: Slawson was his brother-in-law, the husband of Jack's sister Mary. Auld was Ward's first cousin, as his mother Margaret Jane Ward Auld was David Ward's sister. Both of these men left Union Parish for Texas, apparently during the winter of 1868–1869.

- With this deed, Ward disposes of the remainder of his Union Parish farm. I do not know of any familial connection between Ward and William P. Smith; I do not believe they were related. In 1860 Smith was an extremely wealthy man of thirty-four years from Alabama with a wife and no children. His real estate holdings totaled $23,100 and his personal estate was valued at $22,830. I believe Smith was helping Jack Ward retain possession of his farm with this transaction, preventing the sheriff from seizing and selling it to pay Ward's debts. In 1873, Jack Ward signed over the money he collected in a lawsuit against Peyton Roan to Smith, apparently a *payoff* to Smith for what appears to have been his assistance in helping Ward retain his farm. In the 1870s, Smith operated a general store on Main Street in Farmerville [*"Claiborne Guardian"* (Homer, LA), 6 November 1878, p. 3, column 4].

12 Nov 1868 **Joseph A. Meeks** sells 200 acres of land in Union Parish to **Sarah Ann Elizabeth Ward** for $150. This is the portion of the Ward farm that her husband John T. Ward sold Meeks two years before.

Reference: Union Parish Louisiana Deed Book M, p. 269. Meeks sold Betsy Scarborough Ward the precise land he *purchased* from Jack two years earlier on 1 October 1866. The deed indicates that she paid $150 in cash, but I view it as doubtful whether any cash exchange actually took place.

Witnesses: **Azor Slawson**, **John R. Auld** [Auld appeared before Union Parish Recorder William C. Smith on this same day and swore that he saw all of the other parties sign the document.]

Comments:

- Both witnesses were relatives of Jack Ward: Azor Slawson was his brother-in-law, who would soon leave Union Parish and move to Texas. John R. Auld was also a brother-in-law, the husband of his sister Rachel Jane Ward.

- After two years of their farm being legally owned by their relatives and neighbor William P. Smith, and two years after they dissolved the community of acquits and gains between them as husband and wife, with this record Jack and Betsy began to regain possession of their farm by placing it in Betsy's name to prevent its seizure by the courts to pay for Jack's debts.

26 Nov 1868 **Elijah Hubbard Ward** and his brother **John Thomas Ward** assisted with the settlement of the estate of their uncle, **William Ham**, who had died the previous year. Hub Ward served along with **Jordan G. Taylor** as appraisers of the estate, with Jack Ward and former Parish Judge **John Taylor** witnessing the appraisement.

Reference: Union Parish Louisiana Deed Book R, pp. 191–196.

Witnesses: **John Taylor**, **John T. Ward**

Comments: William Ham was the husband of Hub and Jack's aunt, Clarenda Seale, the sister of their mother, Cynthia.

11 Apr 1870 For $140, **William P. Smith** sells **Sarah E. Ward** a total of 280 acres of land in Union Parish, the precise property her husband **John T. Ward** sold him on 4 April 1868.

Reference: Union Parish Louisiana Deed Book P, p. 217.

Witnesses: **John R. Auld**, **John J. Auld** [John J. Auld appeared before Union Parish Recorder William C. Smith on 15 February 1875 and swore that he saw all of the other parties sign the document.]

Comments:

- Once again, both witnesses of this record were close relatives of Jack Ward. The two Auld men were first cousins. John R. Auld was Jack's brother-in-law (the wife of his sister Rachel Jane Ward), and John J. Auld was Jack's first cousin (the son of Jack's aunt Margaret Jane Ward Auld).
- With this transaction, the Wards continued to regain possession of their farm that the courts nearly seized and sold in 1866 to satisfy Jack Ward's debts. With their farm gradually being placed in Betsy's name, with the court judgment that dissolved the community of acquits and gains between them, their property was safely protected from being seized and sold to satisfy Jack's debts.

13 July 1871 **Elizabeth Scarborough** (now the wife of **John T. Ward**) sold 80 acres of land in Union Parish to **Peyton Roan** for $400. The consideration of the sale is $220.20 cash plus Roan's promissory note for $170.80 due on 1 January 1872 bearing 8% interest. To secure the payment of the note, the Wards retained their *"special mortgage and the vendors privilege on the property herein convened…"* Furthermore,

*"…The said **Elizabeth Ward** being a married woman her said husband joins herein for the purpose of authorizing and giving his consent and approval to this act of conveyance…"*

Reference: Union Parish Louisiana Deed Book N, pp. 595–596 and also Mortgage Book B, pp. 101–102. The Wards both signed their names to the document, whereas Roan made his mark to it. According to the deed, the Wards sold Roan this land in T21N, R2E:

S½ of NE¼ of Section 32

However, Roan failed to pay his note, and so the Wards sued him. Their petitions filed in court indicate that the actual description of the land they sold Roan in T21N, R2E was:

E½ of NE¼ of Section 32

Witnesses: **D. S. Auld**, **J. M. Ellington** [Auld appeared before Union Parish Recorder William C. Smith on 23 September 1871 and swore that he saw all of the other parties sign the document.]

Comments:

- The cash Roan used to pay the Wards was a $219 promissory note dated 24 December 1870 payable to Jerry Westmoreland. Clearly in those days promissory notes were accepted forms of payment.
- Roan failed to pay his note to the Wards and they sued him on 6 December 1872. They assigned their judgment in the case to William P. Smith, presumably to pay for his assistance in purchasing the Ward farm from Jack in 1868 and then selling it back to Betsy in 1870.

19 Feb 1872 **John T. Ward** appeared before Union Parish District Court Clerk **J. W. Reid** to have him notarize Ward's homestead application to purchase 160 acres near his existing farm. The application was then mailed to the New Orleans Land Office.

Reference: Monroe, Louisiana Land Office Homestead Application #2779, Final Certificate #132.

27 Feb 1872 The New Orleans Land Office processed **John T. Ward's** homestead application to purchase 159.45 acres of land in Union Parish Louisiana on this day. Ward paid $14 as the initial fee for this property.

Reference: Monroe, Louisiana Land Office Homestead Application #2779, Final Certificate #132. New Orleans Land Office Receiver W. H. Hyatt and Register Charles Barnard signed Ward's receipt for $14 on this date for his entry of this property under the homestead acts of Congress dated 20 May 1862 & 21 March 1864, entitled *"An act to secure homesteads to actual settlers on the public domain."* Ward purchased this property in Township 21 North, Range 2 East:

S½ of SW¼ & S½ of SE¼ of Section 30

1 Mar 1873 **Green Richards** and **Milley Staniford** gave their promissory note to **John T. Ward**:

"On or buy [sic] *the first day of October next we or either of us promise to pay **John T. Ward** or bearer the sum of four hundred and fifty lbs. of lint cotton delivered at **James Deans** Jin* [sic] *for family supplies* [sic]. *This March the 1st 1873…"*

Reference: Union Parish Louisiana Mortgage Book B, p. 379.

Witnesses: **D. S. Auld** [D. S. Auld appeared before Union Parish Recorder William C. Smith on 27 March 1873 and swore that he saw Richards and Staniford *"signed the same in his presence by making their ordinary*

mark," and then he signed as a witness at the same time. David Sherwood Auld was Jack Ward's neighbor and first cousin.]

Comment: James Dean purchased the old cotton gin of Jack's father David Ward in 1871 from Jack's brother Hub Ward.

3 Mar 1873 **John T. Ward** mortgaged his entire 1873 crop to his neighbor **William P. Smith** to secure the payment of $500 that Smith loaned to Ward:

*"Know all men by these presents that I **John T. Ward** acknowledge myself indebted unto **Wm. P. Smith** of the same residence in the sum of Five hundred dollars, partly advanced & to be advanced, during the present year in Family and plantation supplies and one mule to aid me said **Ward** in Raising a crop in the Parish of Union during the present year 1873. And in order to secure the said **Wm. P. Smith** in the true and punctual payment of the above sum of five Hundred dollars including interest and 2½ per cent for advancing, does by these presents grant in favor of said **Wm. P. Smith** a first privilege and lein upon my entire crop Raised by me the present year on my farm in the parish of Union, and I further obligate myself not to dispose of said crop to the prejudice of this privilege…"*

Reference: Union Parish Louisiana Mortgage Book B, p. 346.

Witnesses: **James W. Auld**, **David S. Auld** [The brothers James Washington Auld and David Sherwood Auld were Jack Ward's first cousins and neighbors.]

18 June 1873 A few days earlier, **Matthew A. Scarborough** took out a marriage bond as principal with **John T. Ward** as his security. On this specific date, **Scarborough** married **Clarenda J. Ham**.

Reference: Union Parish Louisiana Marriage Book 5, p. 305.

Witnesses: **J. A. Ward**, **John T. Ward**

Comments: James Addison Ward was the son of John T. Ward and Betsy Scarborough Ward, older sister of Matthew. When he witnessed this marriage, James A. Ward was only seventeen years old.

19 Mar 1874 **Sarah E. Ward** and her husband **John T. Ward** mortgaged their 400-acre farm and their entire 1874 growing crops to Union Parish Recorder **William C. Smith** to secure their payment of $120 of produce he loaned them:

*"Know all men by these presents that I **Sarah E. Ward** the wife of **John T. Ward**, and **John T. Ward** for myself and to aid my wife in making this instrument of writing, acknowledge our selves justly and legally indebted unto **William C. Smith** in the sum of One hundred and twenty dollars due and payable on the first day of January next 1875, for which sum we have signed our promissory note due Jany. 1st 1875, with eight per cent Interest after due till paid and of even date with this act; which is money advanced to us to purchase bacon and other necessary articles of Groceries for family use the present year 1874. And in order to secure the said **Wm. C. Smith** in the true and punctual payment of said note… and for cost for collecting should any accrue, does by these presents mortgage & hypothecate the following tract of lands situated in the parish of Union… containing four hundred acres more or less with the improvements situated thereon. To stand thus mortgaged hypothecated and effected unto the said **Wm. C. Smith** his heirs and assigns until payment is made in full of said note interest and such costs as may accrue on same. And we further grant in favor of the said **Smith** a first privilege & lien on our Entire crop that we may raise on said farm during the year 1874 and obligate us not to dispose of same to the prejudice of this mortgage…"*

Reference: Union Parish Louisiana Mortgage Book B, p. 621. Both John T. and Sarah E. Ward signed their names to the document. They mortgaged their 400-acre farm described as this portion of Township 21 North, Range 2 East:

S½ of S½, & NW¼ of SW¼ of Section 29
NE¼ of SE¼ of Section 30
N½ of N½ of Section 32

Witnesses: **D. S. Auld**, **M. A. Scarborough** [Scarborough appeared before Recorder William C. Smith on March 21st and swore that he saw all parties sign the deed.]

Comment: Matthew A. Scarborough was Betsy Scarborough Ward's brother, and Auld was Jack's first cousin.

8 April 1874 **John T. Ward** took his oath of office as a special deputy sheriff of Union Parish Louisiana:

"Oath of Office.

*I **John T. Ward** do solemnly swear or affirm that I accept the civil and political equality of all men and agree not to attempt to deprive any person or persons on account of race, color or previous condition of any political or civil right, privilege or immunity enjoyed by any other class of men. That I will support the constitution and Laws of the United States and the constitution and Laws of this State and that I will faithfully and impartially discharge and perform all the duties incumbent on me as Special Deputy Sheriff in & for the Parish of Union La. So help me God.* ***John T. Ward****"*

Reference: Union Parish Louisiana Book of Oaths, p. 25.

Witnesses: There were no witnesses to this record other than Deputy Clerk of the District Court, **W. W. Heard**.

23 Sept 1874 Union Parish Recorder **William C. Smith** appeared before Parish Judge **Thomas C. Lewis** and made the following statement regarding supplies he loaned to **John T. Ward** and **Sarah E. Ward**:

*"Before me the under signed lawful authority personally came and appeared **William C. Smith** who after being duly sworn deposes and says that **Mrs. S. E. Ward** and her husband **John T. Ward** is justly indebted unto him for provisions & family supplies such as Bacon, flour, molasses, coffee, domestic etc. to the amount of sixty Dollars same being furnished during the month of September 1874, to enable said parties to gather their crop, for which Deponant claims a privilege upon the crop of the said **Mrs. S. E. Ward** & **Jno. T. Ward** raised in the Parish of Union the present year 1874…"*

Reference: Union Parish Louisiana Mortgage Book C, p. 140.

Witnesses: There were no witnesses to this record, but Recorder Smith gave it as a deposition before Judge **Thomas C. Lewis**.

2 Nov 1874 In the pivotal election held in Union Parish on this day despite atrocities committed by a squadron of soldiers from the 7th U.S. Cavalry (a unit that the Lakota and Cheyenne Indians would annihilate at the Battle of Little Bighorn two years later) and attempts by Radical Republican operatives to disrupt the Union Parish election, local citizens elected **J. N. Yates** as Constable of Ward One over **J. T. Ward** by a vote of 154 to 137.

Reference: *"New Orleans Republican"* (New Orleans, LA), 23 December 1874, p. 3, columns 1–2.

20 Oct 1875 **Sarah E. Ward** sold 160 acres of land to her son **James A. Ward** for $200. Although he was not mentioned specifically in the body of the deed, **John T. Ward** signed the document after his wife Sarah and before James' signature (in that era, the law forbade women from participating in legal transactions without the permission of their husbands).

Reference: Union Parish Louisiana Deed Book Q, p. 51. Betsy Scarborough Ward sold her son Jim this land in T21N, R2E:

S½ of SE¼ of Section 29, and N½ of NE¼ of Section 32

Witnesses: **D. S. Auld**, **M. A. Scarborough** [On 22 July 1876, David S. Auld appeared before Union Parish Deputy Recorder James A. Manning and swore that he saw the Wards sign their names to the document.]

29 Dec 1875 On this day **John T. Ward** took his oath of office as the constable of Ward One and also posted the legally required bond in order for him to be officially commissioned as constable. Ward's oath of office:

"Oath of Office.
*I **John T. Ward** do solemnly swear (or affirm) that I accept the civil and political equality of all men and agree not to attempt to deprive any person or persons on account of race, color or previous condition of any political or civil right, privilege or immunity enjoyed by any other class of men. That I will support the constitution and Laws of the United States and the constitution and Laws of this State and that I will faithfully and impartially discharge and perform all the duties incumbent on me as Constable for Ward One (1) the Union Parish State of Louisiana.. So help me God.* ***John T. Ward****"*

Union Parish Deputy District Court Clerk **W. W. Heard** administered Ward's oath. Ward then posted his bond:

*"State of Louisiana } Know all men by these presents that **John T. Ward** as principal and **Benjamin***
*Parish of Union } **Taylor** and **John H. Patterson** his securities are help and firmly bound unto his excellancy* [sic] ***William P. Kellogg*** *Governor of the State of Louisiana for the time being and unto his successors in office in the just and full sum of Five Hundred dollars good and lawful money of the United States of America, the payment whereof we bind ourselves our heirs and assigns in solido firmly by these presents. Dated at Farmerville this the 29th day of December A. D. 1875.*

*The condition of the above obligation is such that whereas **John T. Ward** has been duly elected & commissioned as constable for Ward No. One Parish of Union La.*

*Now if the said bounden **J. T. Ward** shall well and faithfully execute & make true returns according to law of all such writs, orders and process as shall come into his hands as constable aforesaid, and will and truly pay over all sums of money that shall come into his hands as Constable aforesaid to the person or persons entitled by law to the same, and shall faithfully do and perform all such other duties as may* [be] *required of him by law, then this bond or obligation to be null & void. Otherwise to be and remain in full force and effect.*

*Thus done and signed on the day and date above written in presence of **J. E. Trimble** and **J. M. Smith** witnesses called for the purpose and **W. C. Smith** Recorder.*

***John T. Ward**, **Benjamin Taylor**, **J. H. Patterson**"*

Reference: Union Parish Louisiana Mortgage Book C, p. 514. The original loose records of Union Parish also contain the original bond with the original signatures of the above parties. Ward's oath of office was recorded in the unnamed record book, page 60.

Witnesses: **J. E. Trimble**, **Jas. M. Smith**

Comment: James E. Trimble was then the District Court judge, and James M. Smith was the son of longtime Union Parish Recorder William C. Smith. The younger Smith later served in various capacities at the parish and state governments.

21 Feb 1876 **Sarah E. Ward**, her husband **John T. Ward**, and their son **James A. Ward** mortgaged their 400-acre farm to **William C. Smith** to secure their payment of $148.13 in *"...family and plantation supplies for the present year 1876*..."

Reference: Union Parish Louisiana Mortgage Book D, p. 32. The description of the Ward farm given in this record matches precisely that given in the mortgage of 19 March 1874.

Witnesses: **J. A. Meeks**, **L. L. Meeks** [Joseph A. Meeks appeared before Smith on 23 May 1876 and swore that he saw the Wards sign their names to this record.]

Comment: Joseph Anderson Meeks was Jack Ward's first cousin, but I cannot identify the other Meeks. Perhaps Union Parish Recorder W. C. Smith incorrectly transcribed the initials into the record book.

6 June 1877 **John T. Ward** mortgaged his crops to **D. Stein & Co.** to secure Ward's payment of $100 furnished up to November 1877:

*"I, the undersigned, a resident of above Parish and State, do hereby obligate myself to deliver to **D. Stein & Co.**, merchants in the Town of Farmerville, Parish and State aforesaid, my entire growing crop of cotton, corn, Potatoes, Peas, and other Produce which I may raise, for a supply of Groceries, Shoes, clothing & general merchandise, to the amount of One Hundred Dollars furnished and to be furnished during the ensuing year up to the first of November 1877, at which time furnishing ceases and the crop has to be delivered. I further grant to said **D. Stein & Co.** from this date forth full privilege on my entire growing crop of cotton, corn and all other Produces, until any amount due to them by me shall be fully paid.*

*I also promise, that in case my indebtedness to said **D. Stein & Co.** has to be sued on for collection, I shall pay the usual attorney fee of 10 per cent for collection.*

In Testimony whereof, I have hereunto subscribed my name in presence of two lawfull [sic] *witnesses. Farmerville, June 6, 1877 **John T. Ward**"*

Reference: Union Parish Louisiana Mortgage Book D, p. 356.

Witnesses: **D. Terquin** [?], **T. Weiss** [T. Weiss appeared before Union Parish Deputy Recorder James M. Smith on 13 June 1877 and swore that he saw Ward sign the document.]

22 Dec 1877 On this day **John T. Ward**, his brother-in-law **Matthew A. Scarborough**, and Ward's first cousin **David S. Auld** traveled to Monroe, Louisiana and appeared at the Monroe Land Office for the purpose of completing the final paperwork for their homestead applications. Scarborough and Auld served as references for Ward's application:

"PROOF REQUIRED UNDER HOMESTEAD ACTS MAY 20, 1862, AND JUNE 21, 1866

*We **Mathew A. Scarborough D. S. Auld** do solemnly swear that we have known **John T. Ward** for Ten years last past; that he is a man of family consisting of wife & six children and a citizen of the United States; that he is an inhabitant of the S½ of SW¼ & S½ of SE¼ of section No. 30 in Township No. 21N of*

Range 2 East and that no other person resided upon the said land entitled to the right of Homestead or Pre-emption.

*That the said **John T. Ward** entered upon and made settlement on said land on the 27 day of February, 1872, and has built a house thereon have under fence & in cultivation about Eight acres of said Land and has lived in the said house and made it his exclusive home from the 27th day of February, 1872, to the present time, and that he has, since said settlement, plowed, fenced, and cultivated about 8 acres of land, and has made the following improvements thereon, to wit: as above.*

***Mathew A. Scarborough**, **D. S. Auld**"*

John T. Ward also had to sign the following affidavit:

"AFFIDAVIT REQUIRED OF HOMESTEAD CLAIMANTS
Acts of May 20, 1862, and June 21, 1866

*"I, **John T. Ward**, having made a Homestead entry of the S½ of SW¼ & S½ of SE¼ section no. 30 in township No. 21N, of range No. 2 East, subject to entry at Monroe Louisiana, under the first section of the Homestead Act of May 20, 1862…and for that purpose I do solemnly swear that I am a citizen of the United States; that I have made actual settlement upon and have cultivated said land, having resided thereon since the 27th day of February, 1872, to the present time; that no part of said land has been alienated, but that I am the sole bona fide owner as an actual settler; and that I have borne true allegiance to the Government of the United States.* ***John T. Ward**"*

Ward also had to sign another affidavit stating that he had not previously benefited from the homestead laws. After completing this paperwork, the Register of the Monroe Land Office issued John T. Ward a final certificate of ownership of the above 159.45 acres of land. Ward paid the Receiver's Office in Monroe his final payment of $3.98 for this land.

Reference: Monroe, Louisiana Land Office Homestead Application #2779, Final Certificate #132.

Comments: This is the first real estate that Ward owned in his own name since 1868.

9 Feb 1878 At dusk on this Saturday evening, as **James F. Malone** rode home from Farmerville along the Port Union Road (now the Ward's Chapel Road), someone ambushed and assassinated him when he was a mere three hundred yards from the house of **John T. Ward**, just about three-quarters of a mile from Malone's house.

*"About dusk last Saturday evening, **Mr. James F. Malone**, while returning to his home from town, was waylaid and killed about three-quarters of a mile from his home and about 300 yards from his neighbor, **Mr. J. T. Ward**. **Coroner Agerton** held an inquest on Monday morning, and the jury returned a verdict that the deceased came to his death by a pistol shot in the hands of some one unknown to the jury. On Monday morning, **Mr. Marion Roane** was arrested at the instance of **Mr. Hezekiah Malone**, the son of the murdered man, and lodged in jail."*

Reference: *"The Daily Picayune"* (New Orleans, LA), 23 February 1878, p. 2, column 1.

Feb 1878 Union Parish Judge **William R. Roberts** conducted an inquest into the death of **James F. Malone** near **John T. Ward's** house about seven miles east of Farmerville, as reported by the *"Union Record:"*

"In our last issue we promised to give the full particulars of the trial of Marion Roane, charged with waylaying and killing Mr. James F. Malone, on the Port Union road.

For ine consecutive days, Judge W. R. Roberts has listened attentively to more than thirty witnesses, pro and con, and the State has been ably represented by Mr. Allen Barksdale, (the District Attorney), Judge W. R. Rutland and Mr. J. A. Ramsey.

Mr. George A. Killgore defended the prisoner with consummate ability, and as we go to press, we hear that the arguments have closed and that the prisoner is held over to the April term of the District Court.

LATER.–After the above had gone to press, we learn that Mr. Samuel Spigener, an uncle of the prisoner, has been arrested upon a bill of information filed by the District Attorney, as accessory.–Union Record."

Reference: *"The Richland Beacon"* (Rayville, LA), 2 March 1878, p. 3, column 2. *"The Donaldsonville Chief"* (Donaldsonville, LA), 9 March 1878, p. 1, column 1.

Comments: No issues of the *"Union Record"* from 1878 survive, so our only information regarding Malone's murder and the inquest come from these two newspapers that quoted articles from the *"Record."* Disrict Court minutes show that at their April term, a grand jury indicted Roan for murder, but a jury found him not guilty. There is no record that Spigener was charged.

22 Mar 1878 **John T. Ward** mortgages the 160 he bought from the government the previous year to his first cousin **Randall H. Odom** for $100. Ward made the mortgage to secure his payment of his promissory note to Odom due on 1 January 1879.

Reference: Union Parish Louisiana Mortgage Book D, pp. 555–556. Ward mortgaged this land in Township 21 North, Range 2 East:

S½ of the S½ of Section 30

Witnesses: **I. Shuster**, **B. F. Pleasant**

Comments: Isaac Shuster was a former peddler from Bavaria who had arrived in Union Parish in 1859. He was by this time the postmaster of Farmerville. Pleasant was or would soon be the sheriff of Union Parish. Ward's first cousin, Randall Hunt Odom, was a lawyer.

9 Apr 1878 On this day in the April 1878 session of the Union Parish District Court, District Attorney **Allen Barksdale** made the following motion and bill of information to the court:

*"In the name and by the authority of the State of Louisiana comes **Allen Barksdale** District Attorney in and for the Eleventh Judicial District of Louisiana and leave of the Court being first had and obtained gives the Court to understand and be informed and informs the Court that **John T. Ward**, **John S. Meeks**, **and Charles Meeks** of the Parish of Union State aforesaid on the 4th day of April A.D. 1878 at and in the Parish of Union did willfully and maliciously assault and beat **Hez Malone** by being present aiding, assisting and abetting **David Nolan** the said **Nolan** then and there assaulting and beating the said **Hez Malone** & the said **John T. Ward**, **John S. Meeks** and **Charles Meeks** being then and there present contrary to the form of the statute of the State of Louisiana in such case made and provided and against the peace and dignity of the same.* ***Allen Barksdale**, District Attorney 11th Dist. of La*

*Endorsed: in D.C. #927, Union Parish La. State of Louisiana vs. **J. T. Ward** et al, Assaulting and beating. Bond: $200.00 each. Witnesses for the State: **H. Malone**, **Wm. Turnage, Sr.**, **J. D. Taylor**"*

The court endorsed the district attorney's bill and ordered the arrest of **Ward** and the **Meeks** brothers:

*"**State of Louisiana** vs. assaulting and beating **J. T. Ward** et. al.* } *Endorsed*
*Information (signed) **Allen Barksdale***
Dist. Atty. 11th Dist. La.

Ordered by the Court that the bill of Information be filed and numbered that warrants issue therein returnable instanter–that each of the accused when arrested be allowed to give bond in the sum of Two Hundred $200 Dollars with good and solvent security conditioned according to Law and that the sheriff of Union Parish La. Or any of his legal deputies be and is authorized to take and approve each of said bonds."

Following his arrest by the Union Parish sheriff on the charge of assault, **John T. Ward** had to post bond to be released. His securities included his brother-in-law **Matthew A. Scarborough**, his neighbors **Elijah Roan** and **James A. Dean**, as well as well-known Union Parish residents **John M. Lee, Sr.** and **John M. Lee, Jr.** Note that Lee, Jr. was at that time a deputy sheriff of Union Parish:

*"Know all men by these presents that **J. T. Ward** as principal and **J. M. Lee, Jr.**, **J. A. Dean**, **Elija Roan**, & **J. M. Lee Sr.** & **M. A. Scarborough** as securities are held and firmly bound unto **F. T. Nichols** Governor of the State of Louisiana and his successors in office in the full sum of Two hundred Dollars $200.00 for the payment thereof we bind ourselves our heirs, executors and assigns firmly and in solido.*

*The condition of the above obligation is such that whereas the aforesaid **J. T. Ward** has been charged with the crime of assaulting and beating by a bill of information filed by Dist. Attorney **Allen Barksdale** Union Parish State of Louisiana at the April term in the year 1878 under which bill of Information the aforesaid **J. T. Ward** has been arrested by the sheriff of the Parish and State aforesaid by a warrant duly issued and the said **J. T. Ward** to release himself from custody gives this his appearance bond.*

*Now therefore if the said **J. T. Ward** truly make his appearance at the next term of the 11th Judicial Dist Court in and for the Parish of Union State of Louisiana to be held in the town of Farmerville on the first Monday in October A.D. 1878 and every succeeding term thereof until his final trial and conviction or discharge upon the aforesaid bill of information then and in that case this obligation to be null and void otherwise to be and remain in full force and virtue.*

Signed before me on this 12th day of April 1878
***M. L. McFarland**, Depty Sheriff*

John T. Ward ***Elija Roan***
J. M. Lee, Jr. ***M. A. Scarborough***
James A. Dean ***John M. Lee, Sr.**"*

Reference: Union Parish Louisiana Court Records Book 1878–1879, pp. 74–75. This was District Court Case #927. The Union Parish Louisiana District Court Minutes, 1878–1882, p. 29 describes the action of the court on this date.

Comment:

- Co-defendant John S. Meeks was the son-in-law of Jack Ward's brother Elijah Hubbard Ward, and Charles Meeks was John's brother.
- Barksdale Air Force Base in Shreveport, Louisiana was named for the family of Allen Barksdale.

16 Oct 1878 The criminal cases of the State of Louisiana against **John T. Ward** and **David Nolan** were on the docket of the Union Parish District Court this day. The court postponed Ward's case:

*"**State of Louisiana** #927 vs. assaulting & beating **J. T. Ward** et. al.* — *Continued by motion of Dist. Atty on account of sickness of the Deft. **Ward**.*

However, the court heard the case against **Nolan** for assault and battery on **Hezekiah Malone**:

*"State **of Louisiana** #915 vs. assaulting & beating **David Nolan***

*Accused **David Nolan** in open Court and by counsel waive arraignment pleaded not guilty and ask for trial by Jury and Jury called as follows to wit: **Simeon Stein**, **George W. Moore, Jr.**, **John M. Brantley**, **George W. Brasher**, **Randall H. Odom**, **Allen Houser**, **H. W. Ramsey**, **Wm. Stone**, **O. P. Mitchell**, **Thomas W. Anderson**, **Henry N. Wall**, and **Walker Breed** who after being duly empanelled and sworn and after hearing the evidence and argument of counsel and being charged by the Court the Jurors aforesaid retired to the Jury room to consult upon their duties and after mature consultation and deliberation the Jurors aforesaid returned into open Court and being called by the Cl'k all answered to their names–they were then ask by the Clerk if they had agred upon a verdict and answered they had and the foreman handed to the Clerk the following verdict to wit: "We the Jury find the accused guilty of simple assault (signed) **H. W. Ramsey** Foreman, which verdict was ordered by the Court to be recorded that the accused be discharged and his bond cancelled.*

Reference: Union Parish Louisiana District Court Minutes, 1878–1882, pp. 70–72.

Comments: Randall Hunt Odom, one of the jurors who heard the case against David Nolan here, was John T. Ward's first cousin, being the son of Ward's father's sister, Mary Caroline Ward Gee Odom.

17 Oct 1878 After **David Nolan's** conviction on the charge of assault and battery the day before, the court now passed sentence upon Nolan:

*"**State of Louisiana** #915 vs. assaulting & beating **David Nolan***

Accused in open Court and asked that sentence be passed upon him in accordance with the verdict of the Jury whereupon the Court fine said accused in the sum of fifteen Dollars and costs of prosecution and in default of paying said fine and cost that he (accused) be imprisoned in the Parish Jail of Union Parish La. For a period of Sixty days. Sheriff authorized to execute sentence."

Reference: Union Parish Louisiana District Court Minutes, 1878–1882, p. 73.

10 Apr 1879 After the court postponed the case the previous October due to **John T. Ward's** sickness, the district court now heard the criminal cases of the State of Louisiana against **John T. Ward** and the **Meeks** brothers, **John S. Meeks** and **Charles Meeks**:

*"**State of Louisiana** #927 vs. assaulting and beating **J. T. Ward** et. al.*

*On motion of District Atty a nolle Prosqui was entered in this case as to Defendant **John S. Meeks** and the other two accused **J. T. Ward** and **Charles Meeks** came in open Court and by counsel waive arraignment pleaded not guilty and ask for trial by Jury and Jury called as follows to wit: **John James**, **James Spillers**, **Jim Moses**, **R. M. Tatum**, **Charles P. Hammil**, **James Hunt**, **W. A. Wallace**, **F. M. Jones**, **Henry Ellis**, **R. C. Murphy**, **Robt. G. Muse**, and **Joseph A. Carroll** who after being duly sworn and empanelled and after hearing the evidence the argument of counsel being waived the Court charged the Jury and they retired to the Jury room to consult upon their duties and after mature consultation the Jurors aforesaid returned into open Court (the accused **J. T. Ward** and **Chas. Meeks** being present) and*

*being called by the Clerk they all answered to their names–they were then ask by the Clerk if they had agreed upon a verdict and answered they had and **R. M. Tatum** their foreman delivered to the Court by word of mouth the following verdict "We the Jury find the accused not guilty" which verdict was ordered by the Court to be recorded–that the accused **J. T. Ward** and **Chas. Meeks** be discharged and that their bonds be cancelled."*

Reference: Union Parish Louisiana District Court Minutes, 1878–1882, p. 95.

10 Oct 1879 **David Ward** purchases 80 acres of land from **John T. Ward** for $150.

Reference: Union Parish Louisiana Deed Book R, pp. 242–243. According to the deed, David Ward bought this land in T21N, R2E:

SW¼ of SW¼ of Section 28
NW¼ of NW¼ of Section 33

Witnesses: **W. R. Roberts**, **James M. Smith**

Comments:

- Jack Ward purchased this 80-acre tract from the government in 1860 and apparently gave title to his father a few months later, for David Ward sold it to Hezekiah Malone in November 1860. There is no record of Malone selling this property back to either David or Jack. Moreover, court records in the latter 1860s and 1870s dealing with Jack's financial problems never mentioned his owning it. Thus, I cannot explain how Ward acquired the land back from Malone. Ironically, Malone is the person who accused Jack Ward of assisting in an assault against him in 1878.
- I believe this document reveals an instance of David Ward helping his financially troubled son, who was at this time in debt to the estate of Smith's father (former Union Parish Recorder William C. Smith) for $150. David paid Jack's debt to the Smiths, and in exchange, he deeded the property to his father. To make matters even more confusing, there is no record of David Ward selling this land, nor does it appear as property belonging to his estate following his death in 1882! If David gave it back to his son, then Jack somehow disposed of it, although there is no record of his or his heirs selling it.

12 May 1880 **John T. Ward** mortgages his 1880 crops to Farmerville merchant **J. Marx**:

"State of Louisiana } I, the undersigned a resident of above Parish & State do hereby obligate myself
*Parish of Union } to deliver to **J. Marx** Merchant at the town of Farmerville Parish and State aforesaid my entire growing crops of cotton, corn, peas, potatoes and other produce which may be raised on my entire place, for a supply of groceries, shoes, clothing, and general merchandise to the amount of One hundred Dollars furnished and to be furnished during the ensuing year up to the first day of November 1880 at which time furnishing ceases and the crop has to be delivered. I further grant to said **J. Marx** from this date forth a full privilege on my entire growing crop of cotton, corn and all other produce until any amount due him by me shall be fully paid. I also promise that in case my indebtedness to said **J. Marx** has to be sued on for collection I shall pay the usual attorney fee of 10% for collection.*

This done read & signed at Farmerville La this the 12th day of May 1880 in presence of two lawful witnesses. ***John T. Ward****"*

Reference: Union Parish Louisiana Mortgage Book E, pp. 504–505.

Witnesses: **S. Marx**, **R. Haas** [S. Marx appeared before Deputy Clerk of the District Court W. W. Heard on this same day and swore that he was present when Ward signed the document.]

14 May 1881 **John T. Ward** and his son **James A. Ward** mortgage their 1881 crops to Farmerville merchant **J. Marx**. The mortgage was worded precisely the same as Jack Ward's mortgage to Marx the previous year, except this statement was added at the end:

"…This article of agreement is such that each or both of us becomes jointly responsible for the amount stated say one hundred Dollars…"

Reference: Union Parish Louisiana Mortgage Book F, pp. 322–323.

Witnesses: **S. Marx** [S. Marx appeared before Deputy Clerk of the District Court W. W. Heard on 10 September 1881 and swore that he saw the Wards sign the above document.]

26 Dec 1881 **John T. Ward** sells 40 acres of land to **Thomas A. Dean** for $40. This was a portion of the 160-acre tract of land Ward purchased from the government in 1878.

Reference: Union Parish Louisiana Deed Book U, pp. 135–136. Ward sold Dean this land in Township 21 North, Range 2 East

SW¼ of SW¼ of Section 30

Witnesses: **John A. Woodall**, **G. N. Scarborough** [Woodall appeared before District Court Clerk James M. Smith on 25 January 1884 and swore that he saw Ward and Dean sign the above deed.]

Comment: George N. Scarborough was Ward's brother-in-law, as Scarborough married Betsy's sister Susan Malissa. George Noah Scarborough was also Betsy and Susan's first cousin.

4 Mar 1882 Assisted by her husband **John T. Ward**, **Sarah E. Ward** sold 200 acres of land to **David Redden** for $160. This record emphasizes the disregard that the law held for the rights of females in those days. Although Betsy owned this property in her own name, her husband had to give his consent for his wife to engage in this transaction. All three parties signed their names to the document, with John signing with the statement: *"I authorized my wife to sell & sign the above."* It reads:

> *"…Personally came and appeared **Mrs. Sarah E. Ward** wife of **John T. Ward** and also appeared **John T. Ward** husband of the said **Mrs. Ward** for the purpose of aiding, assisting, and authorizing his said wife to act herein and the said **Mrs. Sarah E. Ward** aided, authorized, and assisted by her said husband, as aforesaid… The party vendor (**Mrs. Sarah E. Ward**) declares and says to me…that the taxes against said property have been paid to date… the said **John T. Ward** husband aforesaid also signed herewith showing his assent and authorization to the acts done herein by said wife."*

Reference: Union Parish Louisiana Deed Book T, pp. 26–27. The Wards sold Redden the following land in T21N, R2E:

SE¼ of SE¼ of Section 30
NW¼ of SW¼ & SE¼ of SW¼ of Section 29
N½ of NW¼ of Section 32

Witnesses: **William A. Booles**, **James A. Ward**

Comment: James A. Ward was the eldest son of Jack and Betsy Ward.

4 Mar 1882 **George N. Scarborough** sold **David Redden** 79.29 acres of land for $62.50.

Reference: Union Parish Louisiana Deed Book T, pp. 28–29. Scarborough sold Redden the following property:

E½ of SW¼ of Section 13, Township 21 North, Range 1 East

Witnesses: **John T. Ward**, **James A. Ward**

9 May 1882 On this day, **John T. Ward** and his son **James A. Ward** made separate mortgages to **David Redden**. John T. Ward's mortgage:

> *"$56.25 Farmerville La May 9th 1882*
> *On or before the first day of January A.D. 1883 I promise to pay to **David Redden** or bearer the sum of Fifty six and 25/100 Dollars for value received with 8% interest after due until paid said sum being furnished to me by the said **Redden** for the sole purpose of purchasing supplies necessary to enable me & my family to grow, cultivate and gather a crop the present year 1882 upon the farm I am now residing upon and cultivating in Union Parish La and in order to better secure the said **Redden** in the true & prompt payment of said sum of $56.25 I do hereby recognize and grant a pledge and lien upon the entire crops of corn, cotton and other produce that I may raise or caused to be raised the present year 1882 either by myself or my family on the aforesaid place and I further promise that I will not dispose of any portion of the crops raised as aforesaid to the prejudice of this privilege note.*
> *In testimony whereof I have hereunto subscribed my name in the presence of the undersigned witnesses on the day and date above written.* ***John T. Ward**"*

James A. Ward's mortgage was identical, except that Redden furnished him $31.25.

Reference: Union Parish Louisiana Mortgage Book F, pp. 554–555.

Witnesses: **Jas. M. Smith**, **W. W. Heard**

Comment: James M. Smith was at this time the parish recorder and Heard the clerk of the district court.

23 June 1882 On this day, **John T. Ward** made an additional mortgage to **David Redden** for $32.37. This mortgage was identical to the one he signed the previous month, except that this one was for

> "*…family and plantation supplies to further enable me to make & gather a crop the present year 1882 on the farm on which I am now residing and cultivating…"*

Reference: Union Parish Louisiana Mortgage Book F, pp. 585–586.

Witnesses: **Jas. M. Smith**, **W. W. Heard**

15 Aug 1882 To secure his payment of $37.50 to **David Redden**, **John T. Ward** granted him another special privilege on his 1882 crops:

"Farmerville La. Aug. 15th 1882
*$37.50 On or by the first day of January A.D. 1883 I promise to pay to **David Redden** or bearer the sum of Thirty seven and 50/100 Dollars for value received with 8% interest from due until paid–said sum being furnished me to further enable me to grow, cultivate & gather my present crop & in order to better secure payment of same I do hereby grant & give a special privilege & lien upon my present crops & agree that my said crops shall be subject to this debt.* ***John T. Ward****"*

Reference: Union Parish Louisiana Mortgage Book F, p. 619.

Witnesses: **W. W. Heard**, **W. A. Smith**

18 Aug 1882 To secure his payment of an additional $25 to **David Redden**, **James A. Ward** granted him another special privilege on his 1882 crops.

Reference: Union Parish Louisiana Mortgage Book F, p. 619. Jim's mortgage was basically identical to the one his father made above.

Witnesses: **W. A. Smith**, **W. W. Heard**

24 Dec 1883 **John T. Ward** and **Sarah E. Ward** sold 40 acres of land to **Thomas A. Dean** for $65, for which Dean gave his promissory note due 1 December 1884.

Reference: Union Parish Louisiana Deed Book U, p. 458. The Wards sold Dean this land in T21N, R2E that Jack bought in the 1870s:

SW¼ of SE¼ of Section 30

Witnesses: **J. A. Ward**, **J. A. Woodall** [On 14 February 1885, Jack and Betsy's son James Addison Ward appeared before Union Parish District Court Clerk James M. Smith and swore that he was a witness to the above transaction and that he saw the parties sign their names to this record.]

Comment: This Christmas Eve transaction was Jack Ward's last official document. He died at the age of forty-eight years of unknown causes on December 30th, less than one week after transferring this 40-acres tract to Dean.

Nov 1885 **Thomas A. Dean** and **Mrs. Sarah E. Ward** and the heirs of **John T. Ward** exchanged 40-acre tracts of land. Dean sold Betsy Ward the 40 acres that Jack and Betsy had sold him on Christmas Eve 1883, in exchange for an adjoining 40 acres now owned by Betsy Ward and Jack's heirs:

*"...I **Thomas A. Dean**... do grant, bargain, sell, transfer exchange & deliver unto **Mrs. Sarah E. Ward**... (she being a widow) the following described tract & parcel of land... Now the price and consideration for which the said **Mrs. Sarah E. Ward** widow of **John T. Ward** & owner of the undivided one half interest (it being community property between her & her said husband) and **James A. Ward**, **Mrs. Mary Ann Taylor** wife of **Ben Allen Taylor** herein aided authorized & assisted by her said husband, **Mrs. Sarah Ann McGough** wife of **Robert A. McGough** herein aided authorized and assisted by her said husband & **Miss Jane Ward** all residents of said Parish & State now the above named heirs being all the major heirs of **John T. Ward** deceased have bargained, sold, transferred, conveyed exchanged and delivered... unto **Thomas A. Dean** all & each of our undivided interest in and to the following described tract & parcel of land... I the said **Sarah E. Ward** widow transferring my undivided one half interest and we the said heirs each transferring our undivided equal interest in the other undivided one half...*

T. A. Dean	***Sarah E. McGough***
S. E. Ward	*I authorize my wife to sign above*
James A. Ward	***R. A. McGough***
Mary Ann Taylor	***Jane Ward***

*I authorize my wife to sign above, **Ben Allen X Taylor**"* [his mark]

Reference: Union Parish Louisiana Deed Book 3, pp. 310–311. The precise day of the month was not stated in the record. Dean sold the Wards this tract sold to him by Jack and Betsy two years earlier:

SW¼ of SE¼ of Section 30, Township 21 North, Range 2 East

Betsy Ward and Jack's heirs sold Dean this adjoining 40 acres:

SE¼ of SW¼ of Section 30, Township 21 North, Range 2 East

Witnesses: **William Booth**, **W. P. Boatright** [On 30 January 1886, William P. Boatright appeared before Union Parish District Court Clerk James M. Smith and swore that he witnessed the signing of the above document.]

27 May 1902 **Sarah E. Ward** signed an agreement concerning the timber on the 40 acres of land she bought back from Thomas A. Dean in 1885. She sold the timber rights on this 40-acre tract for ten years to **John A. McShane**, a resident of Omaha, Douglas County Nebraska. Ward specifically sold McShane

"…all of the merchantable cypress and pine timber growing, standing and being on said land for the sum and price of 50 Cents per thousand feet, payable at the end of each month as the same shall be cut and recovered. That for the purpose of felling cutting and removing the said timber… [McShane] *shall have possession of said land and the right to cut out and construct roads and trainways over on and across the same and the right to use the same for the removal of timber…"*

The agreement hinged upon the completion of the railroad then under construction through Union Parish, a hot political issue during the 1890s and early 1900s:

"…It is agreed that in case the Hamburg Ruston and Southern Railway or some other standard gauge Railway is not completed to Farmerville within 2 2/3 years from the date hereof, this Contract shall be null and void…"

Reference: Union Parish Louisiana Deed Book 12, pp. 116–117. Betsy Scarborough Ward sold the timber rights on this tract of land in Township 21 North, Range 2 East, of which she was the sole owner:

SW¼ of SE¼ of Section 30

Witnesses: **C. H. Jameson**, **G. A. Ward**

Comment: Since she again sold the timber rights on this same property in 1905 (see below), this contract must have been canceled by either McShane or perhaps the railroad was not completed in time. Betsy revoked McShane's rights to the timber in the following record.

20 June 1905 **Sarah E. Ward** sold the timber rights on one of her 40-acre tracts of land to the **Summit Lumber Company** located in Randolph, Union Parish Louisiana. She sold the Summit Lumber Company

*"…all the Merchantable pine, gum and cypress timber growing standing and being on the following described tract or parcel of land… It is understood and agreed that the said **S. E. Ward**, reserves timber for private use, also the right to clear up not more than 10 acres of the above described land. The consideration for which this sale is made is one dollar per thousand feet to be estimated and paid for within two and one half years from the date hereof and the said Summit Lumber Co., or assigns are to have ten years from payment in which to remove said timber…"*

Sarah E. Ward also revoked the timber rights she sold to McShane two years earlier:

"…And the said first party [Ward] *hereby revokes whatever option he* [sic–she] *may have given to one **John A. McShane** on this timber…"*

Reference: Union Parish Louisiana Deed Book 17, pp. 409–410. Ward sold the timber rights on the same 40 acres as in the 1902 record.

Witnesses: **A. L. Mashaw**, **A. J. Hammons**

8 April 1914 The children of **Sarah Ann Elizabeth Scarborough Ward** published this notice in the local newspaper following her death the previous month:

"A CARD OF THANKS

"We wish to thank our dear friends and neighbors for their kind help during the illness and death of our mother. We also thank Dr. Evans for the effort he put forth in trying to restore her health.

J. A. Ward	***Mrs. B. A. Taylor***	***Mrs. C. J. Brantley***
G. A. Ward	***Mrs. R. A. McGough***	***Mrs. C. H. Hudson****"*

Reference: *"The Gazette"* (Farmerville, LA), 8 April 1914, p. 5, column 4.

8 Apr 1914 Precisely two weeks after the death of their mother Sarah A. E. Scarborough Ward, the heirs of **John T. Ward** and **Sarah A. E. Scarborough Ward** made three legal transactions regarding the real estate

owned by their parents. They sold the 40 acres of land belonging to the Wards to **Charles H. Hudson** for $325:

*"Know all men by theses presents, that we, **J. A. Ward**, **Sarah Ann McGough**, widow, **Mary Ann Taylor**, widow, **Mrs. C. J. Brantley**, **John Ward**, an emancipated minor, **G. A. Ward**, and **Theodosia Hudson**, wife of **Charles H. Hudson**, and who are all the heirs of **J. T.** and **S. E. Ward**, both deceased, and all residents of Union Parish, Louisiana who do by this act…grant, bargain, sell, convey and deliver with full guarantee of title… unto **Charles H. Hudson**…*

*This sale is made for and in consideration of the sum of Three Hundred and twenty five dollars payable as follows: Fifty dollars cash in hand paid and the balance of two hundred and seventy five dollars payable as follows in one note of said purchased dated this date due on January 1st, 1915, and which note is made payable to the order of **M. A. Scarborough**, who advances the money with which to purchase this land to the amount of the note…*

J. A. Ward	***C. J. Brantley***	***C. H. Hudson***
Sarah A. McGough	***John J. Ward***	***Dosia Hudson***
Mary A. Taylor	***G. A. Ward"***	

Reference: Union Parish Louisiana Deed Book 28, p. 660. The Ward heirs sold to their brother-in-law Charlie Hudson the same land on which Betsy Scarborough Ward had sold timber rights in 1902 and 1905, 40 acres in Township 21 North, Range 2 East:

SW¼ of SE¼ of Section 30

Witnesses: **O. C. Hudson**, **E. A. Brantley** [Ollie Cleveland Hudson appeared before Union Parish Deputy Clerk of District Court J. M. Dawkins on 23 June 1917 and swore that he saw the above parties sign their names to this deed.]

Comment: Ollie Cleveland Hudson was the youngest brother of Charles H. Hudson.

8 Apr 1914 In the second transaction made by the heirs of **John T. Ward** and **Sarah A. E. Scarborough Ward**, they sold 40 acres of land to their sister **Mrs. C. J. Brantley** for $128.50 cash:

*"Know All Men By These Presents, That we, **G. A. Ward**, **J. A. Ward**, **Mrs. Sarah Ann McGough**, a femme sole; **Mrs. Mary Ward Taylor**; **Mrs. Dosia Hudson**, duly authorized by her husband, **C. H. Hudson**; and **John Jefferson Ward**, duly emancipated by an order of court under date of April 6th, 1914, all residents of Union Parish, Louisiana, do hereby sell, transfer, bargain and deliver unto **Mrs. C. J. Brantley** all of our right, title and interest in and to the following forty acres of land situated in this parish, and inherited from the estate of **Mrs. S. E. Ward** and **J. T. Ward**, deceased…*

*…This being property all of us inherited as children, except **John Jefferson Ward**, who is a grandson of **J. T. Ward**, deceased. And all of us with the said vendee owning a one seventh interest each and the purpose of this deed being to convey our interest therein to the said **Mrs. Brantley**. Sold with complete warranty as to our one sixth part of the entire purchase price paid herein…*

G. A. Ward	***C. J. Brantley***	***Dosia Hudson***
J. A. Ward	***John J. Ward***	*I authorize my wife to sign*
Sarah A. McGough	***Mary A. Taylor***	***C. H. Hudson"***

Reference: Union Parish Louisiana Deed Book 25, p. 421. The Wards sold this proper to Cynthia Jane Ward Brantley:

SW¼ of SW¼ of Section 29, Township 21 North, Range 2 East

Witnesses: **O. C. Hudson**, **E. A. Brantley** [Brantley appeared before Notary Public H. G. Fields on 11 April 1914 and swore that he saw the parties sign this deed.]

Comment: John T. Ward acquired this property in 1854 from his father David Ward, who purchased it from the government in 1851.

8 Apr 1914 In this third transaction made on this day, two weeks after the death of their mother, the heirs of **John T. Ward** and **Sarah A. E. Scarborough Ward** sell 40 acres of land belonging to their parents' estate to their brother **George Allen Ward** for $128.50:

*"Know All Men By These Presents, That we, **J. A. Ward**, a married man with wife living; **Mrs. Sarah Ann McGough**, a femme sole; **Mrs. Mary Ward Taylor**, also a femme sole; **Mrs. C. J. Brantley**, a femme sole; **Mrs. Dosia Ward Hudson**, duly authorized by her husband, **C. H. Hudson**; and **John Jefferson Ward**, who has been duly emancipated by order of Court of date April 6th, 1914, all being residents of Union Parish, State of Louisiana, do hereby transfer, bargain, sell, convey and deliver unto **G. A. Ward**… all of our right, title and interest in and to the following property situated in Union Parish…*

This being the same property we acquired by inheritance from our deceased father and mother, ***Mrs. S. E. Ward*** *and* ***J. T. Ward*** *deceased. And the said* ***Allen Ward*** *already owning a one-seventh interest in and to said property. The said* ***John Jefferson Ward*** *having inherited his interest thru his father,* ***Henry Jefferson Ward****, son of the said* ***J. T. Ward****…*

J. A. Ward	***G. A. Ward***
Sarah A. McGough	***John J. Ward***
Mary A. Taylor	***Dosia Hudson***
C. J. Brantley	*I authorize my wife to sign*
	C. H. Hudson*"*

Reference: Union Parish Louisiana Deed Book 25, pp. 413–414. The Wards sold this tract to George Allen Ward:

NE¼ of SE¼ of Section 30, all in Township 21 North, Range 2 East

Witnesses: **O. C. Hudson**, **E. A. Brantley** [Brantley appeared before Notary Public H. G. Fields on 11 April 1914 and swore that he saw the parties sign this deed.]

27 May 1914 **Sarah Ann Elizabeth Scarborough Ward's** granddaughter, **Willie Brantley**, wrote this obituary of her grandmother:

"Obituary

"It is with a sad and lonely heart that I endeavor to chronicle the death of my dear grandmother.

Mrs. S. E. Ward was born in Wilcox County Alabama September 3, 1838, lived there nine years, then came to Union Parish Louisiana in January 1849. She was married to J. T. Ward July 8, 1853, with whom she lived happily till his death Dec. 30, 1883.

Grandmother united with the Primitive Baptist Church June 25, 1871, of which she was a devoted member till her death March 25, 1914.

She had reach the age of seventy-five years, six months, and twenty-two days.

She leaves to mourn her departure, six children, forty grandchildren and thirty-two great-grandchildren, together with a host of relatives and friends.

Truly we can say the community has lost a good woman, the church a faithful member, and her children a precious mother, which time can never erase from their memory.

May the Lord prepare us to live here as our dear grandmother lived, and may we meet her beyond the river of death where all is peace and love, there to join in praise to God forever more.

A granddaughter, ***W. B.****"*

Reference: *"The Gazette"* (Farmerville, LA), 27 May 1914, p. 4, column 3. The granddaughter writing the obituary was Willie Brantley, who lived with Betsy and Cynthia Jane Ward Brantley for the last twenty-five years of Betsy's life.

Comment: The date of marriage that Willie gave conflicts with that given by Betsy in her 1866 suit filed in Union Parish Louisiana; Betsy stated then that she married Jack on 24 July 1854. In addition, Willie states that Betsy arrived in Union Parish in January 1849, whereas her sister reported that she arrived in 1847, and we know that Betsy's father was in Union Parish by 1848. It is unclear if Willie erred, or if perhaps Betsy remained behind in Snow Hill with her grandparents until Noah had purchased a farm.

13 Jun 1923 To perfect the titles to the land they sold in 1914, the heirs of **John T. Ward** and **Sarah A. E. Scarborough Ward** petitioned the Union Parish District Court to decree that they were the sole heirs and legal representatives of their parents:

"To the Honorable Judge of the Fourth District Court in and for Union Parish, Louisiana.

The petition of ***J. A. Ward***, ***Mrs. Susah (Susan) Ann McGough*** [sic–Sarah], ***Mrs. Mary Ward Taylor***, ***Mrs. C. J. Brantley***, ***Mrs. Dosia Ward Hudson***, ***John Jefferson Ward*** *and* ***G. A. Ward****, all residents of Union Parish Louisiana, who with respect avers: That petitioners are the sole heirs and legal representatives of* ***J. T. Ward*** *and his wife* ***Mrs. S. E. Ward****, both deceased, and that the said* ***J. T. Ward*** *and* ***S. E. Ward*** *died intestate in Union Parish, Louisiana, some years ago.*

Your petitioners further avers that heretofore all of said above named petitioners have sold and conveyed land as the sold [sic–sole] *heirs* ***J. T.*** *and* ***S. E. Ward*** *and there now appears not to have been a judgment of this court recognizing your petitioner as the heirs of* ***J. T.*** *and* ***S. E. Ward*** *and that such a judgment is necessary to perfect the title to various parties who now own said property including* ***Marion O. Love*** *and that it is desired that they be recognized as the sold* [sole] *and only heirs of their*

*said father, **J. T. Ward** and their mother, **S. E. Ward**, and as such sent into possession of the property of the said estate if any there remains on hand by this court.*

*Wherefore, petitioners pray that there be judgment recognizing petitioners, **J. A. Ward**, **Mrs. Susah (Susan) Ann McGough** [sic–Sarah], **Mrs. Mary Ward Taylor**, **Mrs. C. J. Brantley**, **Mrs. Dosia Ward Hudson**, **John Jefferson Ward**, and **G. A. Ward**, as the sole and only heirs of **J. T.** and **S. E. Ward**, deceased, and as such that they be sent into possession as such property as said estate may now possess…*

***H. E. Dawkins**, Attorney for Petitioners"*

Reference: Union Parish Louisiana Succession Book 9, p. 197.

18 Jun 1923 The court held a trial on the petition filed above on this day. **Marion O. Love** came into court and made this deposition as evidence in this case:

*"Before me came and appeared **M. O. Love**, who when sworn deposes and says that he is well acquainted with the heirs of **J. T.** and **S. E. Ward**, deceased, and he knows that **J. A. Ward**, **Mrs. Susah (Susan) Ann McGough** [sic–Sarah], **Mrs. Mary Ward Taylor**, **Mrs. C. J. Brantley**, **Mrs. Dosia Ward Hudson**, **John Jefferson Ward** and **G. A. Ward**, are the sole heirs of **J. T.** and **S. E. Ward**, deceased…"*

After the above deposition and possibly other evidence was considered by the court, Fourth District Court Judge **S. L. Digby** ordered that the above persons be named as the sole heirs of **J. T.** and **S. E. Ward**, deceased, and that they be put in possession of all property belonging to the estate.

Reference: Union Parish Louisiana Succession Book 9, p. 198.

Comments: Marion Oliver Love was the son-in-law of Cynthia Jane Ward Brantley. Sarah A.E. Ward McGough died the following November.

1931 To clear up apparent title disputes with former land transactions between their mother **Sarah E. Ward** and **Thomas A. Dean**, the surviving children and grandson of **Sarah E. Ward** made this record:

*"Know all men by these presents: That we, **Mrs. Dosia Hudson** (nee **Ward**) wife of **C. H. Hudson**, who is living and undivorced from her; **Geo. A. Ward**, a married man, once married and then to **Mrs. Eliza Ward**, who is living and undivorced from her, residents of Union Parish, Louisiana, and **John J. Ward**, a married man, once married, wife living and undivorced from him, a resident of Winsboro, Franklin Parish, Louisiana, being heirs of the late **Mrs. S. E. Ward**, deceased, who declare that they do by this act and these presents, grant, bargain, sell, convey and deliver with full guarantee of title, unto **T. A. Dean**, estate, the following described property, situated in Union Parish, Louisiana… This being the same property we inherited from the estate of our deceased father and mother, **J. T. Ward** and **Mrs. S. E. Ward**, deceased, as shown by the records of Union Parish, Louisiana…The consideration for which the deed and transfer is made is the sum of One Dollar cash in hand paid, receipt of which is hereby acknowledged, and the further consideration to clear the records of any outstanding interest that may appear from the records as vested in us…"*

Reference: Union Parish Louisiana Deed Book 78, p. 98. The Ward heirs sold their interest in this property:

NE¼ of SW¼ of Section 30, all in Township 21 North, Range 2 East

Witnesses: **Zach Booth**, **Clara Booth** [Zach Booth appeared before Union Parish Deputy Clerk of the District Court W. B. Dawkins on the 19 December 1931 and swore that he saw Mrs. Dosia Hudson and Geo. A. Ward and John J. Ward sign the deed above.]

Comment: This record is only dated 1931, with no day or month written. This deed contains an error in the legal description of the land in which these Ward descendants owned an interest. It should have read the SE¼ of SW¼ of Section 30, a portion of the property John T. Ward acquired from the government via his homestead application in 1872. After Ward's death, in November 1885 his widow Betsy and his major heirs sold this 40-acres tract to Thomas A. Dean. However, the Union Parish court never officially appointed Betsy Ward as the Natural Tutrix to her minor children, which would have given her the right to sign away their interest in this land. Thus, Jack's children who were underage in 1885, Henry Jefferson, George Allen, and Theodosia Ward, still had a legal claim to this property. The purpose of this deed was to ensure that the Dean estate held a clear legal title to this land bought some forty-six years earlier.

♦ ♦ ♦ ♦ ♦ ♦

John Thomas Ward's Lawsuits
1866–1883

This section contains transcriptions of the numerous lawsuits filed in the Union Parish courts involving John Thomas Ward. One lawsuit involving Jack Ward listed in the index to suits is missing. It was Suit #1636-A, John T. Ward vs. John R. Auld. It is unfortunate that this suit does not exist, as it could reveal some answers regarding the 1865 purchase Jack Ward made of Auld's farm from the Union Parish sheriff.

♦ ♦ ♦ ♦ ♦ ♦

Elizabeth H. Brigham & George W. Brigham
vs. **John T. Ward & John R. Auld**
1860–1866

On 11 October 1860, Jack Ward signed a promissory note payable to Simeon Slawson for $200, and Ward's brother-in-law John R. Auld co-signed the note. Slawson was probably a relative by marriage, as Azor Slawson had married Jack's sister Mary Ward. Almost immediately after Ward and Auld signed the note, it became the property of the Farmerville mercantile firm of Carson & Bayless (promissory notes were used as legal tender in those days). Both Carson and Bayless had died in the latter 1850s, and when the court divided their property between their heirs, James H. Carson's daughter Elizabeth H. Carson Brigham became the owner of the note.

Since Ward could not pay his note when it became due, Brigham filed this lawsuit. On the very day the suit was filed, John T. Ward also appeared in court and confessed that he indeed owed this money. The court rendered its official judgment about six weeks later, and yet Ward still did not pay the $160 he owned to Brigham. Seven years later, she signed her rights to the judgment to William P. Smith of Union Parish. Smith did not collect his money due from the Wards until 1873, when the court awarded judgment in favor of Jack Ward and his wife in their suit against Peyton Roan. They signed their judgment over to William P. Smith at that time.

This suit is Union Parish Civil Suit #1850. It was also recorded in Union Parish Mortgage & Judgment Book AA, p. 144, as well as Mortgage Book D, p. 126.

11 Oct 1860

John T. Ward and John R. Auld sign a promissory note payable to Simeon Slawson or bearer for $160. The note appears to be in the handwriting of John T. Ward, as it is in the same handwriting as Ward's signature:

$160.00

On or by the first day of January Eighteen Hundred and Sixty Two we or Eather [sic] *of us promised* [sic] *to pay* ***Simeon Slawson*** *or barror* [sic] *the sum of One Hundred and sixty Dollars with eight per cent from due untill* [sic] *paid this October the 11 1860*

John T. Ward
John R. Auld

13 Sept 1866

Elizabeth H. Brigham and her husband George W. Brigham file suit against Ward and Auld to recover the sum of $160 plus interest:

> *To the Honourable the Judge of the 11th Judicial District Court in & for the Parish of Union State of Louisiana.*
>
> *The petition of **Elizabeth H. Brigham** and of **George W. Brigham** her husband (who joins herein for the sole purpose of authorizing his said wife to stand in judgment in this case) both residents of the Parish of Morehouse La. respectfully shows that **John T. Ward** and **John R. Auld** both residents of Union Parish aforesaid are justly and legally and indebted to petitioner **E. H. Brigham**, in soldio in the sum of One Hundred and sixty Dollars with 8% Int. from Jany 1st 1862 as will fully appear from the certain promissory note made and executed by signing and delivering them same dated October 11th 1860 payable to **Simeon Slawson** or bearer which note belongs to petitioner **E. H. Brigham** and is annexed hereto and made a part of this petition. amiable demand is made and alleged as well as entire failure of payment.*
>
> *Wherefore petitioners pray that the said **John T. Ward** and **John R. Auld** be duly cited to answer hereto and upon a final hearing there be* [judgment] *against them in solido and in favor of **E. H. Brigham** for the sum of One Hundred and sixty dollars with 8% Int. from Jany 1st 1862 and for costs of suit and for general relief, &c.*
>
> ***Jno. L. Barrett** Atty.*

John T. Ward was in court when the suit was filed, for he acknowledged service of the suit by signing the following document on the same exact day that this lawsuit was filed:

> *Service acknowledged time waived and I hereby confess Judgment as prayed for in the foregoing petition for the sum of one hundred and sixty dollars with 8% Int. from Jany 1st 1862 and for costs of suit. This Sept. 12th 1866.*
>
> ***John T. Ward***
>
> *Attest: **Jno. L. Barrett***

The date of 12 September 1866 is apparently only a clerical error. The suit was filed on September 13th.

1 Oct 1866

Union Parish 11th District Court Judge **J. D. Watkins** rendered this judgment in this case:

> *By reason of the confession of Judgment of Deft. **Jno. T. Ward** it is hereby ordered adjudged and decreed that there be Judgment for Plff. **E. H. Brigham** wife and against **Jno. T. Ward** for the sum of one hundred and sixty Dollars with 8% Int. from Jany 1st 1862 and for costs of suit. Done, read, and signed in open Court on this Oct 1st 1866.*
>
> ***J. D. Watkin** Judge 11th Dist. La.*

4 Mar 1873

Apparently, despite the judgment she won against John T. Ward, E. H. Brigham had not yet recovered her money by this time. By her attorney John L. Barrett, she signed over her rights to this judgment to William P. Smith:

> *I hereby transfer for value rec'd. this Judgment to **Wm. P. Smith** at the same time subrogating him to all the rights & privileges & mortgages therein that I myself possess.* ***E. H. Brigham** by*
>
> *Farmerville La March 4th 1873* ***Jno. L. Barrett** Atty.*

♦ ♦ ♦ ♦ ♦ ♦

Elizabeth H. Brigham & George W. Brigham
vs. John T. Ward & Elijah H. Ward
1860–1866

This suit is nearly identical to the previous one. Elizabeth H. Brigham's attorney filed both lawsuits on the same day in Farmerville. Both lawsuits stemmed from notes signed by John T. Ward on 11 October 1860 that he never paid. The previous lawsuit dealt with the note co-signed by Ward's brother-in-law John R. Auld, whereas this suit covered the note co-signed by Ward's brother Elijah H. Ward. The Ward brothers both appeared in court when Brigham's lawyer filed the suits, as both signed a statement acknowledging the petition. Moreover, John T. Ward confessed in court that he indeed owed this money to Brigham. As in the previous suit, the court rendered its official judgment about six weeks after Brigham filed her petition, yet Ward did not pay the $200 he owned her. Seven years later, she signed her rights to the judgment to William P. Smith of Union Parish. Smith did not receive his payment for the money the Wards owned him until 1873 (see the lawsuit of Ward vs. Roan, transcribed below). I do not understand why the court did not force Hub Ward to pay since he co-signed the note. Hub certainly could afford it.

This suit is Union Parish Civil Suit #1851, recorded in Union Parish Mortgage & Judgment Book AA, p. 144.

11 Oct 1860

John T. Ward and E. H. Ward sign a promissory note payable to Simeon Slawson or bearer for $200. The note appears to be in the handwriting of John T. Ward, as it is in the same handwriting as Ward's signature. Clearly his brother Elijah's signature is in a different handwriting:

> *On or by the first day of January Next we or Eather* [sic] *of us promised* [sic] *to pay* ***Simeon Slawson*** *or barror* [sic] *the sum of Two Hundred Dollars for Value Recd. of this October the 11 1860. baring* [sic] *Eight per cent from due untill* [sic] *paid.* ***John T. Ward, E. H. Ward***

13 Sept 1866

Elizabeth H. Brigham and her husband George W. Brigham file suit against the Ward brothers to recover the sum of $200 plus interest:

> *To the Honourable the Judge of the 11th Judicial District Court in & for the Parish of Union State of Louisiana.*
>
> *The petition of* ***Elizabeth H. Brigham*** *wife of* ***George W. Brigham*** *(who joins in this petition for the sole purpose of authorizing and assisting his said wife to stand in judgment in the same) both residents of the Parish of Morehouse La. respectfully shows that* ***Jno. T. Ward*** *and* ***E. H. Ward*** *both of Union Parish La. are justly and legally and in soldio indebted to your petitioner* ***E. H. Brigham*** *in the sum of Two Hundred Dollars with 8% Int. from Jany 1st 1861 as will fully appear from the certain promissory note made signed and delivered by themselves on 11th October 1860 payable to* ***Simeon Slawson*** *or bearer whole note is the property of one of your petitioners* ***E. H. Brigham****. She alleges amiable demand and entire failure of Payment of the said note which is hereto annexed for certainty and made a part of this petition.*
>
> *Wherefore they pray that the said* ***John T. Ward*** *and* ***E. H. Ward*** *be duly cited to answer hereto and upon a final hearing that there be judgment against them in solido and in favor of* ***E. H. Brigham*** *for the sum of Two Hundred Dollars with 8% Int. from Jany 1st 1861 for costs of suit and for general relief, &c.* ***Jno. L. Barrett****, Atty.*

John T. Ward and Elijah H. Ward were in court when the suit was filed, for they acknowledged service of the suit by signing the following document on the same exact day that this lawsuit was filed:

Service acknowledged citation waived and I hereby confess Judgment as prayed for in the foregoing petition for the sum of two hundred Dollars with 8% Int. from Jany 1st 1861 subject to a credit of forty Dollars Feby 11th 1861 and for costs of suit this Sept. 13th 1866. ***John T. Ward***
Attest: ***Jno. L. Barrett*** ***E. H. Ward***

1 Oct 1866

Union Parish 11th District Court Judge **J. D. Watkins** rendered this judgment in this case:

By reason of the confession of Judgment of Defts. duly prayed in open court it is hereby ordered adjudged and decreed that there be judgment against ***John T. Ward*** *&* ***E. H. Ward*** *in solido for the sum of Two hundred Dollars with 8% Int. from Jany 1st 1861 subject to a credit of forty Dollars Feby 11th 1861 and for costs of suit. Done, read, and signed in open Court on this Oct 1st 1866.* ***J. D. Watkin*** *Judge 11th Dist. La.*

4 Mar 1873

Apparently, despite the judgment she won against John T. Ward, E. H. Brigham had not yet recovered her money by this time. By her attorney John L. Barrett, she signed over her rights to this judgment to William P. Smith:

For value rec'd. I hereby transfer this Judgment to ***Wm. P. Smith*** *at the same time subrogating him to all the rights & privileges therein that I myself possess.*
Farmerville La March 4th 1873 ***E. H. Brigham*** *by* ***Jno. L. Barrett*** *Atty.*

♦ ♦ ♦ ♦ ♦ ♦

Andrew T. Hayes vs. **John T. Ward & Estate of Hiram D. Goyne**
1866–1868

Hiram Davis Goyne, Jr. lived near Jack Ward in eastern Union Parish. Although a married man, he joined the Confederate Army in 1861, enlisting in the company raised by Jack's first cousin Hillory Herbert Ham. This unit left Union Parish in mid-1861 for Louisiana's Confederate training grounds at Camp Moore, located just north of Lake Pontchartrain in what is now Tangipahoa Parish. His unit left south Louisiana just in time to join the Confederate army near Corinth, in northern Mississippi as they prepared to attack the invading Yankee army under General Grant at Shiloh. Goyne died of disease just prior to the Battle of Shiloh.

Goyne's wife Annis Sawyer Goyne remained a widow for the next eight years, during which time she administered her husband's estate, as well as dealt with the following lawsuit.

A few years after the conclusion of this suit, Jack's sister-in-law Permelia Lavincy Lee Ward, the wife of Hubbard Ward, died on 29 December 1869. In February 1870 Hubbard remarried to Annis Sawyer Goyne, thereby making her Jack's sister-in-law.

This suit comes from Union Parish Civil Suit #1837 and also #23 on the 1868 Docket of the Eleventh Judicial District Court (1868).

5 Sept 1866

Andrew T. Hayes files suit in the Union Parish court regarding money he claims that **John T. Ward** and **Annis Goyne** owe him:

> *To the Honorable the Judge of the Eleventh Judicial District Court, in & for the Parish of Union Louisiana.*
>
> *The petition of **Andrew T. Hayes**, a resident of your said parish and state respectfully represents unto your honor, that **John T. Ward** and the Estate of **H. D. Goyne** decd., represented by **Anice Goyne** as Admr., all of said parish are justly and legally indebted and due petitioner in the sum of one hundred and fifty five dollars besides interest in this, that on the fourth day of December AD eighteen hundred and sixty one said **John T. Ward** made executed and signed his certain promissory note promising to pay to **H. D. Goyne** or bearer on the first day of January Eighteen hundred and sixty one the sum of one hundred and fifty dollars with eight percent interest from due.*
>
> *Petitioner avers that said note was duly demanded at maturity and that due notice was given of the nonpayment to **H. D. Goyne** the endorser and demand made of him but that both failed and refused to pay.*
>
> *Petitioner represents that he has lost said note, or that it has been accidentally destroyed and that he is therefore unable to annex it hereunto*
>
> *He prays that the said **J. T. Ward** and **Annice Goyne** Admr. Of the Estate of **H. D. Goyne** may be duly cited, to answer hereto and that after a final hearing he may have a Judgment against them in solido for the sum of one hundred and fifty five dollars with eight per cent interest from the first day of January AD 1861 and for costs and general Relief.*
>
> ***H. Regenburg**, Atty.*

On the same day that **Hayes** filed his suit, the Union Parish court issued a summons to both **John T. Ward** and to **Annis Sawyer Goyne**, ordering them to respond to **Hayes'** suit. The summons to Ward is transcribed below. The summons to Goyne was identical, except that Clerk of Court Thomas C. Lewis wrote her name as ***Mrs. Anice Goyne, Admx. of Est. H. D. Goyne**:*

> ***A. T. Hayes***
> *vs.*
> ***J. T. Ward** & Est. **Goyne***
>
> *STATE OF LOUISIANA*
> *Parish of Union–Eleventh District Court*

*TO **John T. Ward** of the Parish of Union:*

You are hereby summoned to attend at the Clerk's office; in the town of Farmerville, and comply with the prayer of the annexed petition, or file your answer thereto in writing, in the office of the Clerk of the Eleventh Judicial District Court, in and for the parish of Union within eleven days after the service thereof.

*Witness, the Honorable **J. D. Watkins** Judge of the said Court, this 5th day of September AD 1866.*

***Thos. C. Lewis** Depty Clerk*

Union Parish Sheriff **W. W. Guthrie** served the summons on Ward, while one of his deputies served Goyne's summons. Their reports made back to the clerk of court:

- *Recd. in office September 12th 1866 and on the same day and date I served a certified copy of this citation with a certified copy of Petition on **J. T. Ward** personally near his domicile 7 miles from office.* ***W. W. Guthrie**, Sheriff*

  Serving Cit. & Pet. *$1.00*
  *To traveling in going & return to office in Search of **Ward***
  20 miles @ 5¢ per mile *$1.00*
  [Total:] *$2.00*

- *Recd. in office September 5th 1866 and on the 14th day of same month and year I served a certified copy of this citation with a certified copy of Petition on **Mrs. Anice Goyne** personally at her domicile 20 miles from office.*

  Serving Cit. & Pet. $1.00 ***E. H. Baker***
  Traveling 40 miles in going from & ret. to office @ 5¢ per mile $2.00
  Deputy Shff
  [Total:] *$3.00*

20 Sept 1866

The Union Parish District Court issued summons to **John R. Auld**, **Henry B. T. Goyne**, and **F. M. Armstrong**, ordering them to appear in court on the first Monday in October to testify to their knowledge of this case. All were subpoenaed to testify on the part of the plaintiff (although Auld was Ward's brother-in-law and Henry Goyne was the brother-in-law of Annis Sawyer Goyne). Three different deputy sheriffs served the summons. Their reports back to the district court were as follows. Deputy Stinson's spelling was reasonable, but Deputy Dawson clearly had gaps in his ability to spell properly:

- *Recd. in office and on the 1st day of October 1866 I served a certified copy of this subpoena on **J. R. Aulds** personally about 18 miles from office.* ***H. F. Stinson***

  Serving Sub. *.40* *Dep. Shff*
  Milage *1.80*
  $2.20

- *Recd. in office and on the 20th day of Sept. 1866 and on the 21st day of same month and year I served a certified copy of this subpoena on **H. B. T. Goynes*** [sic] *personally at his domicile about 2 miles from office.*

  Serving Sub. *.40* ***J. L. Guthrie***
  Milage to and from *.20* *Depty. Shff*
  .60

- *Recd. in office 24 day of September 1866 a certified coppy* [sic] *of this citation and served the same on **F. M. Armstron*** [sic] *on same day pirsonaly* [sic] *at his domisill* [sic] *in this Parish 11 miles from office.*

  Milage *$1.10* ***J. C. Dawson** Dept Shff.*
  Sirving *0.40*
  $1.50

1 Oct 1866

Through his attorney **James E. Trimble**, defendant **John T. Ward** filed his response to **Hayes'** petition:

Andrew T. Hayes
vs.
John T. Ward

Eleventh Judicial District Court
in and for the Parish of Union

*The defendant **John T. Ward** a resident of your said Parish of Union State of Louisiana for answer denies all and singularly the allegations set forth by **A. T. Hayes** plaintiff in the above entitled suit, in his petition to your honorable court.*

Wherefore he prays that he be hence dismissed at plaintiff's costs. ***J. E. Trimble**, Atty. For Dft.*

5 Apr 1867

Through her attorney **James E. Trimble**, co-defendant **Anice Sawyer Goyne** filed her response to **Hayes'** petition:

A. T. Hayes *Eleventh Jud. Dist Court*
vs. *in and for the Parish of Union*
J. T. Ward *& Est.* ***Goyne*** *State of Louisiana*

Defendant ***Anice Goyne*** *Admtrx. of the Est. of* ***H. D. Goyne*** *dec. for answer in the above entitled case denies all and singular the allegations of plaintiff. Wherefore she prays to be hence dismissed with cost and for general relief, etc.*

J. E. Trimble*, Atty.*

8 Apr 1868

John T. Ward's attorney files this plea of prescription in this case:

A. T. Hayes
vs.
J. T. Ward

Defendant in above entitled suit without answering to the merits pleads prescription of five years to the action of plaintiff and therefore prays that he be hence dismissed with costs of suit and for general relief, etc.

J. E. Trimble*, Atty. For Dft.*

Acting on behalf of his client **Andrew T. Hayes,** Farmerville attorney **Henry Regenburg** files this amended petition:

A. T. Hayes
vs.
J. T. Ward *& Est.* ***Goyne***

Plaintiff in this case asks leave of the court to amend his petition in this, that a clerical error was committed in describing the note sued on in this case.

The original petition containing the allegation that said note was executed on the 4th day of December AD 1861 when really the said note was executed on the 4th day of December AD 1859, which allegation is hereby made in place of the allegation contained in the original petition. ***H. Regenburg****, Atty*

Service of within amended petition accepted and citation waived.
April 8th 1868 ***J. E. Trimble****, Atty. for Deft.*

10 Nov 1868

The Union Parish district court held the trial of this case on this day. The original testimony is transcribed here:

A. T. Hayes
vs. *No. 23* *Note of Evidence*
J. T. Ward *& Est.* ***Goyne***

A. T. Hayes *sworn says.*

The note on which this suit was instituted was in my possession & in a trunk which by accident was left open and the said note lost…being destroyed among other papers by rats or mice, I suppose. The note above mentioned was my property. I advertised said note by public notice given in a newspaper published in Farmerville in the Parish of Union I think the notice was inserted 3 times in sd. paper giving a full description of sd. note. Sd. note was signed by ***J. T. Ward*** *as the maker of the note and undersigned to me by* ***H. D. Goyne****. Sd. note was made payable to* ***H. D. Goyne*** *for the sum of one hundred & fifty five Dollars bearing 8% Int. from due. Sd. note was executed on the 4th of Dec 1859 & fell due on the 1st of Jany 1861. I demanded payment of said* ***Ward*** *if I mistake not on the day it fell due and several times since then & he* ***Ward*** *admitted the Justness of the note. The sd debt is still unpaid. The signature to the note was genuine. I knew his signature.*

Cross Examined states.

As well as I recollect I lost sd note some time in the year 1865 or in the early part of 1866 in the early part of the summer 1866 the loss of sd note was discovered. I published the loss of sd. note after ***Mr. Ward*** *refused to give a new note. I think in the latter part of August or first of Sept 1855. I kept this note with others in a trunk in a closset* [sic].

Frank Armstrong *sworn says.*

As well as I recollect sometime about the 1st of Jany 1861 ***Mr. Hays*** *came to my house & got me to go with him to make demand for payment of a certain promissory note which* ***H. D. Goyne*** *was endorser.* ***Mr. Hays*** *made a demand of* ***Mr. Ward*** *and* ***Mr. Ward*** *acknowledged the note but did not have the means to pay it. I saw the note* ***Mr. J. T. Ward*** *was the maker of the note the amount of sd. note was one hundred and fifty five dollars. The note alluded to was made payable to* ***Mr. H. G. Goyne****.*

Cross Examined–no questions.

A. T. Hayes *re-examined says.*

I had no other note made by ***Mr. Ward*** *& this is the note I presented to him* ***Mr. Ward*** *in presence of* ***Mr. Armstrong****.*

Evidence closed.

I hereby certify that the foregoing papers contains all the Evidence addressed on the trial of the case of ***A. T. Hayes*** *vs.* ***J. T. Ward*** *& Estate of* ***H. D. Goyne*** *decd. No. 23 on the Docket of this court.*

Witness my official signature this 10th day of November AD 1868. ***J. W. Reid****, Clk. Ph. Court*

11 Nov 1868

Over two years after Hayes originally filed his suit against Ward, the Union Parish District Court finally heard the case against John T. Ward. There was no mention of Annis Goyne in this final judgment. She married Ward's brother Elijah Hubbard Ward some fifteen months later, in February 1870.

A. T. Hayes
vs.
J. T. Ward *& Est.* ***H. D. Goyne*** } *In Parish Court*
Union Parish Louisiana

By reason of the law and the evidence in this above entitled case being in favor of Pltff. It is hereby ordered adjudged and decreed that Pltff. ***A. T. Hayes*** *have and recover Judgment against Deft.* ***John T. Ward*** *for the sum of One hundred and fifty five Dollars ($155.00) with eight per cent Interest thereon from Jany 1st 1861 and all costs of this suit.*

Done read & signed in open court this 11th day of November AD 1868. ***T. B. Tompkins****, Ph. Judge, Union Ph. La*

♦ ♦ ♦ ♦ ♦ ♦

Sarah A. E. Scarborough, wife vs. **John T. Ward**, husband
1866

This civil suit resulted from John T. Ward's legal and financial problems. A hasty perusal without understanding this document's context could cause one to mistakenly believe it resulted from marital problems or discord between Jack and Betsy Ward. However, this is certainly not the case. All available indications imply that the Wards were a couple devoted to each other. They were married for twenty-nine years, from 1854 until Ward's death one week after Christmas 1883. They had ten children born during the twenty-three years between 1855 and 1878. Moreover, even though Jack Ward's death left her in a precarious financial situation, Betsy Scarborough Ward placed a tombstone marker over her husband's grave and inscribed it *"Bi a Devoted Wife."* She remained a widow until her own death in 1914.

This suit between Betsy and Jack resulted from their successful attempt to prevent John T. Ward's creditors from seizing his farm and auctioning it off to pay his debts. Beginning in 1866, Ward's creditors successfully sued him in Union Parish court, but it does not appear that most ever actually received full payment for the judgments they won against him. Ward involved many of his relatives in his legal problems, including his brother, brother-in-law, and father. He purchased property from the estate of his deceased sister Rachel Jane Ward Auld and from his father's estate, yet never paid these debts either. His brother Elijah H. Ward, who in 1860 had co-signed a note with him, later had to sue John T. Ward to recover money owed to their sister's estate (of which Elijah was the administrator).

The successful lawsuits of Elizabeth H. Brigham against John T. Ward and the judgments rendered against him in the Union Parish court left Ward in debt for $320 plus interest and court costs, a sum he was apparently unable to pay. Whereas he probably could have paid it before the war, the fall of 1866 was a financially difficult time for much of the South, as the cotton market had not recovered from the War Between the States, land prices were down drastically from their pre-1861 values, and cash was difficult to obtain. He was in serious danger of having his farm seized and sold to pay his debts. This would of course have proved disastrous for his large family of children.

A common way out of this situation was for the husband and wife to retain different attorneys and for the wife to file suit against the husband, asking for the community of assets existing between them since their marriage to be dissolved and for the right to manage property in her own name. The husband had to formally disagree with the wife's petition, for otherwise a creditor could allege that the wife's legal actions were a sham. Of course, in nearly every case, this legal

maneuvering between husband and wife was indeed a façade, as it was in this case between Jack and Betsy Ward.

This record comes from Union Parish Suit #1933, Sarah A. E. Scarborough, wife vs. John T. Ward, husband.

29 Sept 1866

By her attorney James E. Trimble, Sarah Ann Elizabeth Scarborough Ward filed suit in Union Parish court asking that the community of assets existing between her and her husband John T. Ward be dissolved by the court, and that she be declared a *femme sole*:

To the Honourable Judge of the Eleventh Judicial District Court in and for the Parish of Union State of Louisiana.

*The petition of **Sarah A. E. Scarborough** a resident of Union Parish State of Louisiana would respectfully represent that on the 28th day of July A. D. 1854 she was legally married to **John T. Ward** of said Parish of Union and State aforesaid, in the parish of Union about Seven miles from the town of Farmerville. And since that time has resided with the said **J. T. Ward** as husband and wife in said Parish and State, a community of property and acquits and gains existing between them. And further your petitioner would represent that the affairs of her said husband **J. T. Ward** are in such disorder that she cannot bring any rights she may acquire or any property into the Community without subjecting the same to claims of creditors and probably loss and dispossession of the same.*

*Wherefore your petitioner prays that she be authorized to prosecute this suit and stand in judgment & the said **J. T. Ward** be duly cited to answer hereto, and that upon a final trial she obtain a decree of your honorable court dissolving the community of acquits and gains heretofore existing, and that she be declared a femme sole with the right to manage and control her own property separate and apart from that of her husband, and further that she have judgment for costs of suit. And for such other decrees of the court as may be necessary, and for general relief, &c.* ***J. E. Trimble**, Atty for pltff.*

John T. Ward was apparently in court with his wife's attorney filed the above petition, for he waived the standard service of it by a deputy sheriff (to save sheriff's fees), and signed this statement:

I hereby accept service, waive citation. Farmerville Sept. 29th, 1866. ***John T. Ward***

2 Oct 1866

Union Parish issued a summons to Jack's brother-in-law John R. Auld to appear in court and testify in the suit:

*To **John R. Auld**.*

You are hereby summoned to appear in the Eleventh District Court and for the Parish of Union Instanter [instantly] *and attend from day to day, until you are dismissed, or the case shall have been decided, to testify to the truth according to your knowledge, in a controversy pending therein between **Sarah A. E. Scarborough** Plaintiff, and **John T. Ward** Defendant, on the part of the Pltff. And thereof you are not to fail under the penalty of two hundred and fifty dollars.*

By order of the Court, this 2nd day of October A.D. 1866. ***Thos. C. Lewis**, Deputy Clerk*

Union Parish Sheriff **W. W. Guthrie** made the following report to the court in regard to his actions in serving this summons:

*Recd. in office Oct 2nd 1866 and on 3rd day of same month & year I served a certified copy of this subpoena on **J. R. Aulds** personally at office.* ***W. W. Guthrie***
Serving Sub. 40 *Sheriff*

5 Oct 1866

On this day, **John T. Ward's** response was filed by his lawyer **Robert W. Futch**:

***Sarah A. E. Scarborough** wife*
vs. *11th Judicial District Court in & for*
***John T. Ward** husb.* *the Parish of Union*

***John T. Ward** defendant in the above entitled case came for answer. Admits the marriage with plaintiff at the time and place set forth in plaintiff's petition, but denies that his affairs are in such condition as to justify any seperation* [sic] *in property.*

Wherefore he prays to be hence dismissed at plaintiffs costs. ***R. W. Futch**, Atty.*

10 Nov 1866

Union Parish Judge T. B. Tompkins rules in favor of Sarah A. E. Scarborough and against John T. Ward:

By reason of the law and the evidence in this Case being in favor of plaintiff and against defendant it is ordered adjudged and decreed that plaintiff ***Sarah A. E. Scarborough*** *have judgment dissolving the community of acquits and gains heretofore existing, and further that she be authorized to control and manage her own property apart and seperate* [sic] *from her husband* ***Jno. T. Ward****.*

Done read and signed in open court on this 10th day of November AD 1866.

T. B. Tompkins*, Parish Judge, Parish of Union La*

♦ ♦ ♦ ♦ ♦ ♦

Elijah H. Ward, Administrator vs. John T. Ward
1872

This suit shows that Jack Ward's continued financial problems affected his relationship with his family. Jack's brother-in-law John R. Auld died of pneumonia in May 1870, leaving Jack's sister Rachel Jane Ward Auld two months pregnant. Rachel's baby James David Auld was born in December 1870, and Rachel died either giving birth to him or shortly thereafter. Her brother Elijah Hubbard Ward assumed the responsibility of administering Rachel's estate, which was deeply in debt. Jack assisted his brother with managing the estate, serving as Hub's security on his administrator's bond and as a part of several family meetings held to decide upon various matters relating to Rachel's orphaned children. Due to the financial condition of Rachel's estate, Hub Ward immediately requested that the court allow him to sell Rachel's personal property to pay her debts. The court authorized the sale, with all items to be sold for cash. Hub conducted the estate sale on 4 January 1871, and Jack Ward purchased around $130 worth of property, including a pine table and chairs, a wheel, 50 bushels of corn, five cattle and one calf. The court ordered that the sale be held for cash only, yet Jack could not pay for his purchases. Probably due to their relationship, Hub allowed his brother to take possession of the items without paying cash or giving his promissory note for the items. Jack did pay $19.05 of what he owed.

By signing his administrator's bond, Hubbard Ward had a legal obligation to collect all property and debts due his sister's estate and protect the rights and property of Rachel's children. Were he not to collect on Jack's debt, Hubbard would forfeit his bond and be held financially accountable. Thus, when Jack failed to pay his debt, Hubbard filed suit in the Union Parish court against his brother, claiming that Jack Ward was disposing of his property in an attempt to defraud his creditors. Actually, Jack had already disposed of his property between 1866 and 1868, selling a portion of his real estate to Hubbard himself! By 1868 Jack owned no property in his own name, for he had placed his farm in the name of his wife, Betsy. While Jack clearly had already disposed of his property in a (successful) attempt to defraud his creditors, in January 1872 when Hub filed this suit, Jack had no property left to his name.

Given these facts, which were obviously well known to Hubbard, I think this suit was likely necessary to protect Hubbard's administrator's bond. Although we cannot know for certain, I do not think we can draw any conclusions regarding animosity between the Ward brothers based upon this lawsuit. In fact, later records suggest Hubbard continued to assist his financially troubled brother in the latter 1870s. Although the court decided in Hub's favor in this suit, there is no record to indicate whether Jack ever repaid his sister's estate.

The materials below constitute Union Parish Civil Suit #383.

13 Jan 1872

As administrator of the estate of his sister **Rachel Jane Ward Auld**, **Elijah Hubbard Ward** filed suit against their brother **John T. Ward**:

To the Honorable the Judge of the Parish Court of Union Parish Louisiana.

*The petition of **E. Hubbard Ward** a resident of the Parish and State above written respectfully shows that **John T. Ward** of the same residence is justly and legally indebted to petitioner for the use of the Estate of Rachel J. Auld decd. for this that about the first of Jan 1871 the said **Jno. T. Ward** purchased property at the succession sale of **R. J. Auld** Decd. To the amount of one hundred and eighty eight 70/100 Dollars which was a cash sale but the said **Jno. T. Ward** did not pay for the said property although the same was duly delivered to him at the time by petitioner who was & is the administrator of said Estate. It is alleged that said **Jno. T. Ward** afterwards gave his note for the said amount payable to said Estate without any date. Petitioner alleges that the said amount is still due & unpaid though amiable demand has been made in vain, except the sum of $19.05 which has been allowed as a credit on the said claim on the first of Jan 1871 or from its date. It is further alleged that this amount is due to petitioner as admin. and for the use of said Estate of **R. J. Auld** decd. Petitioner further alleges that the said **Jno. T. Ward** has disposed of his property or some part thereof or that he is about to dispose his property or some part thereof with the intent of defrauding his creditors or giving an unfair preference to some of them.*

*Wherefore petitioner prays that the said **Jno. T. Ward** be duly cited to answer hereto and upon a final trial that there be Judgment in favor of petitioner use of Estate of **R. J. Auld** decd. for the sum one hundred and sixty nine 65/100 Dollars with 8% Int. from Jan 1 1871 and for costs of suit. And further that an attachment issue from your honorable court directing the Sheriff of the Parish of Union to Seize and take unto his possession all the property or an amount sufficient thereof of said defendant to satisfy Plaintiffs demand and costs of suit. Plaintiff further prays for general relief &c.* ***Barrett & Trimble**, Attys. For Plf.*

On the same date his attorneys filed the suit, **Elijah Hubbard Ward** appeared in court and swore to the truth of the petition:

State of Louisiana
Parish of Union

*Before me the undersigned legal authority personally appeared **E. Hubbard Ward** who after being duly sworn says that he is the administrator of the Estate of **R. J. Aulds** decd. and that the sum of One Hundred and Sixty Nine 65/100 Dollars is due said Estate of **R. J. Aulds** by **John T. Ward** deft. as set forth in foregoing petition. And that the said **J. T. Ward** is about to mortgage, assign, or dispose of his property or some part thereof with intent to defraud his creditors or give an unfair preference to some of them or that he has converted or is about to convert his property into money or evidences of debt. with intent to place it beyond the reach of his creditors* ***E. H. Ward***

Sworn & subscribed to before me this 13th day of Jan A.D. 1872. ***J. W. Reid** Clerk Dist. Court*

Elijah Hubbard Ward posts bond to secure his writ of attachment on the property of his brother **John T. Ward** in regard to John T. Ward's debt to the Estate of their sister **Rachel Jane Ward Auld**:

STATE OF LOUISIANA

$300.00 *ELEVENTH JUDICIAL DISTRICT COURT–Parish of Union.*

***Know all men by these Presents, That We Elijah H. Ward** adm. Est. **J. R. Auld** as Principal, and **Jefferson B. Rossiter** as Security, are held and firmly bound unto **J. W. Reid** Clerk Dist Court in & for Union Parish La. and unto his successors in office in the just and full sum of Three hundred Dollars, to the payment whereof, well and truly to be made, we bind ourselves, our Heirs and Assigns, and legal representatives, firmly by these Presents.*

Dated this the 13th day of January A.D. 1872.

*THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That Whereas, the above bound **Elisha** [sic–Elijah] **H. Ward** admr. Est. **J. R. Auld** this day sued out a writ of attachment against the property of **J. T. Ward** in the suit entitled **E. H. Ward** admr. vs. **J. T. Ward** in the Parish Court for the Parish of Union.*

*NOW, THEREFORE, if the said **E. H. Ward** adm. as Principal, shall well and truly pay all such damages as shall be decreed against him, in case it should be decided that this writ of attachment was wrongfully sued out or obtained; Then and in that case this obligation to be null and void, otherwise to be and remain in full force, according to law.*

***E. H. Ward**, Adm.*

Acknowledged before me, this 13th day of Jany. A.D. 1872. ***J. B. Rossiter***

***J. W. Reid**, Clerk D.C.*

In response to the above petition, Parish Judge T. B. Tompkins made this ruling:

By reason of the law pertaining to the case herein set forth and the plaintiff having made oath and given bond as required by law it is ordered that a writ of attachment do issue directed to the Sheriff of Union Parish authorizing and commanding him to attach and seize a sufficient amount of the property of Defendant to satisfy plaintiffs demand as herein set forth and costs, and the same safely kept till further order of this court.

Done & signed in chambers this the 13th Day of January 1872. ***T. B. Tompkins****, Parish Judge*

Further court papers issued by the district court clerk on pre-printed forms:

TO THE SHERIFF OF THE PARISH OF UNION, GREETING:

Whereas, due, proof hath been made before the Honorable Parish Court in and for the Parish of Union by ***E. H. Ward*** *administrator of the Estate of* ***R. J. Auld*** *decd. that* ***J. T. Ward*** *is indebted to him as adm. In the sum of One hundred & Sixty nine & 65/100 dollars. And that the said* ***J. T. Ward*** *is disposing of or is about to dispose of his property or some portion thereof with intent to defraud his creditors or give an unfair preference to some of them.*

NOW THEREFORE, You are commanded to seize and take into your possession the goods and chattels, lands and tenements, rights and credits of the said ***J. T. Ward*** *if any you find in said Parish to the amount of what will suffice to discharge the said debt and costs of suit, and that you give notice of this proceeding by leaving a copy thereof at the last place of abode of the said Defendant if in your Parish; and causing a copy thereof to be affixed at the door of the Court-house of said Parish, and make return of this writ and endorse thereon the manner in which you have executed it before our Court on the Second Monday of March next.*

WITNESS the Honorable ***T. B. Tompkins*** *Judge of said Court, this the 13th day of January in the year our Lord one thousand eight hundred and ~~sixty~~ seventy two.*

J. W. Reid*, Clerk Dist Court.*

Subpoena issued by the Union Parish Court to John T. Ward ordering him to appear in court and answer the petition:

E. H. Ward*, admr.*	*PARISH COURT,*
vs.	*PARISH OF UNION,*
J. T. Ward	*STATE OF LOUISIANA,*

To ***J. T. Ward*** *of the Parish of Union. You are hereby summoned to attend at the Clerks Office in the town of Farmerville, and comply with the prayer of the annexed petition, or file your answer thereto in writing in the Parish Court in and for the Parish of Union La, within ten days after the service thereof.*

Witness, the Honorable ***T. B. Tompkins*** *Judge of the said Court, this 13 day of January A.D. 1872.*

J. W. Reid*, Clerk District Court.*

15 Jan 1872

Union Parish Deputy Sheriff J. M. Lupo received the court order and executed it:

Received in office January 15th 1872 and on the Same day and date I executed this within writ by Siezing [sic] *attaching and taking into my posesion* [sic] *the property Specified in the within invintory* [sic] *hereto annext* [sic] *and make a part of this return. I gave notice of these proceedings by Serving a certified copy of this writ of attachment on* ***J. T. Ward*** *personally at his domicil* [sic] *eight miles from office. Service & milage* [sic] *$4.10.*

Jan 1872

Union Parish Deputy Sheriff made an inventory of the property he seized belonging to John T. Ward. Unfortunately, my only photocopy of this record is poor and only partially readable. I have retained all of Deputy Sheriff J. M. Lupo's original archaic spellings.

E. H. Ward*, admr.*	*State of Louisiana*
vs. No. 388	*Parish of Union*
J. T. Ward	*Paris*[h] *Court.*

Invintory and appraisment [of] *property attached by me in the* [above] *entitled Sute* [sic] *issued out of the aforesaid Court to wit:*

Four head of horses	*$200*
Yook of Oxens	*80*
One Wagon	*40*
	$320

Which I apprais [sic] *to be worth in* [value that I] *Sit opposite each article above… agreeable to my knowledgable officially…valuation of the same.*

This done and signed in presence of… lawful witnesses on this the ___ January 1872. ***J. M. Lupo***

Attest: ***_____ Barrett, John M. Lee, Sr.*** *Depy. Shff.*

♦ ♦ ♦ ♦ ♦ ♦

Elizabeth Ward & John T. Ward vs. Peyton Roan
1870–1873

On 13 July 1871, Jack Ward's wife Sarah Ann Elizabeth Scarborough Ward sold 80 acres of her farm to Peyton Roan in exchange for "cash" of $220.20 and his promissory note for $170.80 due January 1872. Actually, the "cash" with which Roan paid was his earlier promissory note to Jerry Westmoreland for $219 with 8% interest. Roan failed to pay the Wards his note when it became due in January, so the following December they filed suit against him in the Union Parish court. Roan appeared in court and confessed his debt, and the court decided the case in the Ward's favor. Since Jack owed money to William P. Smith, Jack signed over their judgment to Smith.

I find a certain amount of irony in this case regarding the legal maneuvering that John T. Ward took to save his farm, as well as an interesting indication of the regard for the rights of adult females held by nineteenth century American society. In danger of loosing his property to creditors, Jack and Betsy went to court 1866 and dissolved the community of assets existing between them since their marriage in 1854. The court then declared Betsy a *"femme sole,"* giving her the right to own property and manage her affairs in her own name. Next, Ward sold his farm to relatives, and after two years, these relatives sold the land back to Betsy Ward. Thus, by 1870 the Wards had managed to place their family farm in Betsy's name, safely out of the reach of Jack's creditors.

The next year, Betsy sold 80 acres of their farm to Peyton Roan. Although Betsy now held the legal status of *"femme sole,"* since she was a married woman, she could not take any legal action without the permission and authorization of her husband. Thus, Jack Ward had to sign the deed authorizing Betsy to sell Roan the land, as well as to give Betsy his written permission to again prosecute the suit Roan the next year. Finally, once the court issued its judgment in favor of Betsy, the Wards decided to sign over the judgment to William P. Smith. However, instead of Betsy signing her own name to the document assigning their judgment to Smith, Jack Ward blatantly signed both his and Betsy's name to it!

While this would be illegal in our modern society, it was presumably accepted in the 1870s. After all the legal wrangling involved in Jack and Betsy's successful efforts to salvage their farm by placing it in her name, he still had to give permission for every action she took. Moreover, he even signed her name giving away their court judgment.

These papers constitute Union Parish Civil Suit #456. One paper has it as case #454, but I think this is a clerical error. This suit was recorded in Union Parish Suit Book U, pp. 252–253.

24 Dec 1870

Peyton Roan signs his promissory note to **Jerry Westmoreland**. Somehow this note became the property of **Elizabeth Ward**.

*On or by the first day of January 1872. I promise to pay **Jerry Westmoreland** or bearer the sum of two hundred and nineteen dollars with eight per cent interest from due until paid this Dec. the 24 1870.* ***Peyton Roan***

13 July 1871

Peyton Roan signs his promissory note to **Elizabeth Ward**:

$170.80 *Union Parish July 13 1871*

*On or before the first day of January next 1872 I promise to pay **Elizabeth Ward** or bearer one hundred and seventy & 80/100 dollars for value received with 8% interest from maturity until paid. (given for the E½ of NE¼ of Sec. 32, T21, R2E)* ***Peyton Roan***

*Attest: **D. S. Auld***

6 Dec 1872

Sarah Ann Elizabeth Scarborough Ward and her husband **John Thomas Ward** filed suit against **Peyton Roan** for his non-payment of notes due Elizabeth Ward for her sale of land to Roan. The original petition does not contain a date, but it was probably filed in court on the same day that Peyton Roan confessed in court, 6 Dec 1872. The outside file marker indicates the suit was filed on 9 January 1873, but this is a mistake, since Roan's response to the suit was filed one month earlier.

To the Honorable the Judge of the Parish Court of Union Parish La.

*The petition of **Elizabeth Ward** wife and of **John T. Ward** her husband and who joins herein to authorize aid & assist his said wife to bring this suit & stand in judgment therein respectfully shows that **Peyton Roan**, resident of Union Parish La. as are also your petitioners, is justly and legally indebted to one of your petitioners to wit **Elizabeth Ward** in the sum of three hundred and eighty nine 80/100 Dollars which is evidenced by Two certain promissory notes made & executed by the said **Peyton Roan** one for one hundred and seventy 80/100 Dollars payable to **Elizabeth Ward** & the other payable to **Ivy*** [Jerry] ***Westmorland** or barer both of which notes are hereto annexed and made a part of this petition. Amiable demand is alleged without avail. And it is further alleged that these notes are the property of petitioner **Elizabeth Ward** and that petitioner **Elizabeth Ward** and they were given as the price of the E½ of NE¼ of Sec. 32 Township 21 North of Range 2 East in Union Parish La and that petitioner **Elizabeth Ward** has a vendors privilege upon the said land for the payment of said notes.*

*Wherefore petitioners pray that the said **Peyton Roan** be duly cited to answer hereto and upon a final hearing there be Judgment in favor of **Elizabeth Ward** and against **Peyton Roan** for the sum of three hundred and eighty nine 80/100 Dollars with 8% Int. from Jan. 1st 1872 and cost of suit & that the vendors privilege in favor* [of] *petitioners be recognized and enforced upon the land described in this petition and for general relief &c.*

***Barrett & Trimble**, Attys.*

Peyton Roan came to court and confessed that the facts in the petition are correct:

I hereby acknowledge service waive citation and confess Judgment as prayed for in the foregoing petition for the sum of Two hundred and seventy six Dollars and thirty cents with 8% Interest from Jany. 1st 1872 and costs and at the same time acknowledging the vendors privilege for the amt of this Judgment on the East ½ of NE ¼ of Sec 32, T 21 North of Range 2 East with a stay of Execution till Oct 1st 1873 when property seized under execution shall sell without the benefit of appraisement this Decr. 6th 1872.

*Attest: **Jno.L. Barrett*** ***Peyton*** X ***Roan*** [his mark]

13 Jan 1873

Union Parish Court Judge **Thomas C. Lewis** rendered this judgment in this case:

***Elizabeth Ward** & husband*
vs. #454 } *Parish Court of Union Parish State of Louisiana*
Peyton Roan

*By reason of the confession of Judgment of Defendant duly proven in open court it is ordered adjudged and decreed that there be judgment for **Elizabeth Ward** wife & **John T. Ward** husband & against **Peyton Roan** for the sum of Two hundred and seventy six & 30/100 Dollars with 8% Int. from Jany 1st 1872 & for costs of suit & that the vendors privilege be recognized & enforced in favor of Plffs. upon the E½ of NE¼ of Sec. 32, T 21N of R2 East in Union Parish La. with a stay of execution till October 1st 1873 when if this judgment is not settled execution shall issue & property seized shall sell without the benefit of appraisement. Done, read, and signed in open Court this Jan. 13th 1873.*

***Thos. C. Lewis**, Parish Judge*

undated

In his own handwriting, John T. Ward made the following note on the back page of this suit. He also signed his wife's name, as the note and both signatures are in the same handwriting. Since I have numerous samples of his signature, there is absolutely no doubt that he wrote all of the following. Like his older brother Elijah Hubbard Ward, John T. Ward was clearly well educated, with a much better grasp of proper English than his sister Rachel Jane Ward Auld. His handwriting is beautiful and distinct, suggesting that he did a lot of writing.

I hereby transfer the within Judgment for value received to ***Wm. P. Smith*** *at the same time subrogating him to all and singular the rights therein that I myself possess.* ***Elizabeth Ward***
with my consent ***John T. Ward***

♦ ♦ ♦ ♦ ♦ ♦

Daniel Stein, Emanuel Brunner, & Jacob Schlenker vs. **John T. Ward**
1871–1883

This suit between the Farmerville mercantile firm of D. Stein & Co. resulted from merchandise valued at $184.25 that Jack Ward received from their store in the spring of 1871. He signed a note on 5 May 1871, promising to repay them with 8% interest from the first of January 1871. Sometime in 1871 or 1872, Ward paid $10.25 towards his debt. Unable to pay the balance due, in January 1873 Jack confessed in court that he owned Stein, and the court issued a judgment against him. Due to his prior financial problems, Jack had already managed to place his farm and personal property in his wife's name, so Stein could not seize Ward's property to pay his debt, and the judgment remained outstanding for the next two years.

On 1 January 1875, Ward paid Stein $168.25, leaving merely $7.00 principal left, plus interest. However, Ward did not pay the remaining amount, and so the judgment remained unpaid until January 1883. During this period, Ward had no personal property in Union Parish that Stein could have seized to satisfy the judgment, so the situation had again reached a stalemate.

However, David Ward's death in May 1882 left Jack Ward an heir of the succession, giving Stein a chance to collect the small sum that Ward owed them. Jack apparently anticipated that Stein would re-instate their case against him, so in December 1882 he sold his claim to his father's estate to his brother Elijah Hubbard Ward. This prevented Stein from collecting anything further from Jack. Since he died in December 1883 owning no property whatsoever, Stein never collected the unpaid $7 principal plus 8% interest on $184.25 from 1 January 1871.

The original suit in the case is Union Parish Civil Suit #458A, with the final judgment also recorded in Union Parish Mortgage Book B, p. 356. However, since Ward failed to entirely pay the judgment and it was due to prescribe on 14 January 1883 (ten years from the date of the original judgment), D. Stein & Co. filed suit on 10 January 1883, requesting that the court revive the judgment. These January 1883 petitions became Union Parish Suit #2756, 2757, and 2758, also recorded in Union Parish Suit Book BB, pp. 122–123.

5 May 1871

John T. Ward signs the following note. Unlike most promissory notes of the era that were written on blank scraps of paper, this one was a pre-printed, check-sized piece of paper with a very nice lithograph of a busy water-front store with ships in the background printed on it. Someone else filled in the blanks, and Ward signed his name in his characteristic and distinctive handwriting:

$184.25 *Farmerville La. May 5 1871*

One day after date I promise to pay to the order of ***D. Stein & Co.*** *One Hundred & Eight four 25/100 Dollars at Eight per Cent Int. from Janu last.* ***John T. Ward***

No. 241.

30 Dec 1872

In anticipation of the formal filing of the suit against him for nonpayment of his note to **D. Stein & Co.** in the Union Parish Court, **John T. Ward** signed the following statement, confessing that he did owe $184.25 to this company:

I hereby accept Service of citation & Petition and waive all the delays of the same & confess judgment as prayed for in the foregoing petition for the sum of one Hundred & Eighty Four 25/100 Dollars Eight per cent Interest from the first of Jany. 1871 till paid with costs of suit less a credit of ten 25/100 Dollars ***John T. Ward****.*
Attest: ***F. E. Mayo*** *Decr. 30th 1872*

10 Jan 1873

Farmerville merchant **Daniel Stein** filed suit against **John T. Ward** in the Union Parish court:

To the Honbl. The Judge of the Parish Court for the Parish of Union State of Louisiana.
The petition of ***Daniel Stein*** *a resident of your said parish & state & of* ***Emanuel Brunner*** *a resident of the Parish of Orleans La. and of* ***Jacob Schlenker*** *a resident of Warren County State of Mississippi with respect represents that they are all Engaged in the commercial business in your Parish under the firm name & Style of* ***D. Stein & Co****. and that* ***John T. Ward*** *also a resident of your parish & State if Justly & legally indebted to your petitioners in the sum of One Hundred & Eighty four 25/100 Dollars with Eight per cent Interest for this to wit that on the fifty Day of May 1871 the said* ***Ward*** *made and executed his certain promissory note by White he bound himself one day after date to pay to the order of* ***D. Stein & Co.*** *One Hundred & Eighty four 25/100 Dollars value recd. with Eight per cent Interest from the first of Jany 1871–said note is hereunto annexed for refference* [sic] *and made a part of this petition. Petitioner further avers that said note is now due & unpaid amicable demand is alledged without avail all of which will be made to appear by Evidence to be introduced in the trial of this suit.*
Premises considered petitioners pray that the said ***Jno. T. Ward*** *be cited to answer this demand and that after the legal delays & on a final hearing your petitioners be decreed to have & recover a judgment against the said* ***Ward*** *for the sum of One Hundred & Eighty four 25/100 Dollars with Eight per cent interest from the first of Jany. 1871 till paid & for all costs of this proceedings and for genl. relief.* ***F. E. Mayo****, Atty for Plff.*

14 Jan 1873

Union Parish Judge **Thomas C. Lewis** issues his ruling in this case:

By reason of the law and Evidence in this case being in favor of the Plaintiff & by the further reason of the confession of Judgment by the Defendant in favor of the Plaintiff it is ordered adjudged & decreed that the Plaintiff ***D. Stein & Co.*** *do have and recover a judgment against the defendant* ***Jno. T. Ward*** *for the Sum of One Hundred & Eighty four 25/100 Dollars with Eight per cent Interest from the 1st of Jany 1871 till paid, less a credit of ten Dollars & Twenty five cents & for all costs of this suit, etc.*
Thus done read & signed in open court this the 14th day of Jany 1873. ***Thos. C. Lewis****, Parish Judge*

1 Jan 1875

Several items associated with this case were made this day. First, **D. Stein & Co.** sent the following note to Clerk of Court **J. W. Reid**:

J. W. Reid *Esq.*
Clerk of the 7th District Court
Please credit the judgment in our favor against ***J. T. Ward*** *with the sum of One hundred and sixty Eight 25/100 Dollars and oblige.* ***D. Stein & Co.***
Farmerville January 1st 1875.

On the back of Judge **Lewis**' above judgment, the clerk of court wrote the following:
The above Judgment is this day credited with the sum of $168.25 Jay 1st 1875
By order of Plff ***D.S. & Co.***

10 Jan 1883

Although **John T. Ward** had nearly paid off the judgment against him in favor of **D. Stein & Co.** issued in 1875 (he paid $168.25 of the $174.25 plus interest that he owed them), he apparently never paid the remaining $7 plus the interest from 1871. Since Ward owned no property in Union Parish, the situation remained stalemated until January 1883. Stein had apparently realized that with the death of **David Ward** in May 1882, Jack Ward possibly stood to inherit property as an heir of the estate. Stein's attorney believed that **Elijah Hubbard Ward**, the administrator of David Ward's estate, owed Jack Ward money and property that Stein could seize to satisfy his judgment. However, before Stein attempted to seize Jack's property from Elijah Hubbard Ward, he had to revive his judgment against him:

To the Honorable Judge of the 3rd Dist. Court of Louisiana in Union Parish.
The petition of ***D. Stein & Co****. a commercial firm doing business in Union Parish and composed of* ***Daniel Stein*** *of Union Parish and* ***Emanuel Brunner*** *of Orleans Parish La. with respect would represent unto your honorable court*

*that on the 14th day of January 1873 your petitioner **D. Stein & Co.** in their firm name as then existing, obtained a judgment in the late Parish Court in the Parish of Union, against **J. T. Ward**, who was then, and is now, a resident of Union Parish, that said judgment was for the Sum of One Hundred and Eight four and 25/100 Dollars with eight per cent per annum interest thereon from the first day of January 1871, until paid, less a credit of Ten and 25/100 Doillars and for all costs of same. Petitioners represent that said judgment is credited on the first day of January 1875 for the Sum of One Hundred and Sixty eight and 25/100 dollars and that the balance is Still due and unpaid and that said judgment is numbered "458" on the docket of said late Parish Court of Union Parish La and was signed on the 14th day of January 1873 by **Thos. C. Lewis** Parish Judge. They further represent that said judgment will prescribe in ten years from the Signing of Same if suit be not instituted upon same to revive it. Petitioners represent that said judgment is on file in the Clerks office and will be produced on the trial hereof and used as evidence herein.*

*Petitioners therefore pray that the said **J. T. Ward** be duly cited to answer hereto according to law to show cause if any he has why said judgment be not revived by a judgment of this honl. Court, and after a trial hereon that petitioners have judgment against the said **J. T. Ward**, reviving, renewing, and reinstating the judgment entitled **D. Stein & Co**. vs. **J. T. Ward** and being numbered "458" on the docket of the late Parish Court of Union Parish for said amount and interest and costs and judgment against him for the costs of this proceedings. They pray for general relief and for all other orders necessary.* ***Jno. E. Everett**, Atty. of Plaintiffs*

In response to Stein's suit, the court issued this summons to **John T. Ward**:

D. Stein & Co.	*Third Dist. Court*
vs. No. 2756	*Union Parish*
Jno. T. Ward	*State of Louisiana*

*To **J. T. Ward** of the Parish of Union, La. Greeting:*

*You are hereby cited to appear before the Third District Court of Louisiana in and for Union Parish La. At the town of Farmerville within Eleven days after the service hereof and show cause if any you have why the judgment obtained against you by the plaintiffs hereof **D. Stein & Co**. in the late Parish Court of Union Parish La. On the 14th day of January 1873 for the sum of One Hundred and Eighty four and 25/100 Dollars with Eight per cent per annum interest thereon from January 1st 1871 less ten and 25/100 Dollars paid and less One hundred and Sixty Eight 25/100 Dollars paid January 1st 1875, should not be revived, renewed and reinstated with the costs of these proceedings attached. Said Judgment is numbered 458 on the docket of the late Parish Court of Union Parish La.*

*Witness the Honorable **E. M. Graham** Judge of said Court on this the 10th day of January A.D. 1883.*

***W. W. Heard**, Dy. Clerk D.C.*

In order to collect the remaining amount due them against John T. Ward, **D. Stein & Co.** had the Union Parish Sheriff issue the following Fi Fa against **John T. Ward**. This document has suffered water damage, and portions of it are illegible:

D. Stein & Co.	*THE STATE OF LOUISIANA*
vs. No. 458 late Parish Court	*PARISH OF UNION*
Jno. T. Ward	*Third District Court…*

To the Sheriff of the Parish of Union Greeting:

*We COMMAND YOU, That by seizure and sale of the property… and credits of **J. T. Ward**… in the manner prescribed by law, you cause to be made the sum of …$184.25 from the 1st day of January 1871 until paid, at the rate of Eight per centum per annum less the sum of ten & 25/100 Dollars & still less the sum of One Hundred and Sixty eight & 25/100 Dollars paid Jany 1st 1875 and also the sum of Three dollars and 70 cents costs, as well as your own costs and charges; to satisfy a judgment lately rendered against the said **Jno. T. Ward** in our late Parish Court for the Parish of Union, in favor of the said **D. Stein & Co**. And how you shall have executed this writ you make return to our said Court in seventy days, as the law directs.*

WITNESS, the Honorable Judge of the said Court, this 10 day of January in the year of our Lord…

***W. W. Heard**, Dy. Clerk.*

In their attempt to collect the remaining sum due them, **D. Stein & Co**. filed two very similar petitions with court on the same day they had the sheriff issue the above Fi Fa. Both petitions requested that the court order an interrogation of **Elijah Hubbard Ward**, as Stein & Co.'s attorney **John E. Everett** believed that Hub Ward had property belonging to John T. Ward that they hoped to confiscate to satisfy their claim. The first petition addressed Hub Ward's person indebtedness to John T. Ward:

To the Honl. Judge of the 3rd Dist. Court holding session in the Parish of Union, State of Louisiana.

*The petition of **D. Stein & Co**., a commercial firm domicilated and doing business in the Parish of Union, and composed of **Daniel Stein**, of Union Parish, and **Emanuel Brunner**, of Orleans Parish, La., with respect would represent unto this Honl. Court that on the 14ty day of Jan 1873, your petitioners obtained a judgment in the late*

*Parish Court of Union Parish, against **J. T. Ward**, a resident of Union Parish, La., for the sum of One Hundred Eighty Four and 25/100 Dollars with eight per cent per annum interest thereon from the first day of January 1871, less a credit of Ten and 25/100 Dollars paid the 8th day of June 1871, and judgment for all costs, said suit being numbered 458 on the Docket of said Parish Court. They represent that there is a credit on said judgment for the sum of One Hundred Sixty Eight and 25/100 Dollars paid on the first day of January 1875, and that said judgment is still unpaid. It is further avered that Defendant has no property in this Parish that is liable to seizure and that they have this day caused a writ of fi fa to issue in said case. They further represent that they have information and verily believe that **E. H. Ward**, also a resident of your said Parish of Union, La., is indebted unto the said **J. T. Ward**, Defendant, in a considerable amount or that he has property or effects in his possession belonging to the said Deft., **J. T. Ward**.*

*Wherefore your petitioners pray that the said **E. H. Ward** be duly cited to answer, under oath, the following annexed interrogations within ten days from the service thereof; and upon his failure or refusal to answer same under oath that they be taken as confessed. They further pray that they have judgment against him for the amount of said judgment and that they have judgment against him, the said **E. H. Ward**, for whatever amount he may confess under oath he is due the said Deft, **J. T. Ward**, and that the Sheriff seize whatever property or effects that the said **E. H. Ward** has in his possession belonging to the said Defendant, **J. T. Ward**.*

John E. Everett

They pray for all other orders necessary, for costs and for general relief. *Attorney for Petitioners*

*Interrogatories propounded to **E. H. Ward**, Garnishee:*

*Int. 1st: Are you in any manner, indebted to **J. T. Ward** of this parish? If so, state the amount principal & Interest you owe him, when it is due and to be paid, and by what it is evidenced?*

*Int. 2nd: Have you any property or effects in your hands belonging to the said **J. T. Ward**, and if so state what it is, where it is, and what is its value? Also the value of all of the property or effects in your possession belongint to the said **J. T. Ward**, Defendant.* ***John E. Everett***

Attorney for Petitioners

The first petition dealt with what Stein's attorney believed was Hub Ward's personal indebtedness to Jack Ward. The second petition Stein's lawyer filed in court dealt with Hub Ward in his capacity as administrator of his father **David Ward**, who had died in May 1882:

To the Honl. Judge of the 3rd Dist. Court in and for the Parish of Union, Louisiana.

*The petition of **D. Stein & Co**., a commercial firm domicilated and doing business in the Parish of Union, State of Louisiana, and composed of **Daniel Stein**, of Union Parish, La., and **Emanuel Brunner**, of Orleans Parish, La., with respect would represent unto this Honl. Court that on the 14ty day of January 1873 your petitioners obtained a judgment, in the late Parish Court of Union Parish, against **J. T. Ward**, a resident of Union Parish, La., for the sum of One Hundred Eighty Four and 25/100 Dollars with eight per cent per annum interest thereon from the first day of Jan 1871, less a credit of Ten and 25/100 Dollars paid the 8th day of June 1871, and for all costs, said suit being numbered 458 on the Docket of said Parish Court. They represent that there is a credit on said judgment for the sum of One Hundred Sixty Eight and 25/100 Dollars paid on the first day of January 1875, and that said judgment is still unpaid. It is further avered that defendant has no property in this parish that is liable to seizure and that they have this day caused a writ of fi fa to issue in said case. They further represent that **E. H. Ward**, also a resident of your said Parish of Union, La., is the administrator of the succession of **David Ward**, who lately died in this parish, and of which succession the Deft., **J. T. Ward**, is an heir and that your petitioners have information and verily believe that the said **E. H. Ward**, Admr. in his official capacity and as the administrator of said estate, is due, or will be due, said Deft., **J. T. Ward**, as an heir of said successions, and as the owner of other heirs interests in said succession, of which other heirs interests the said **J. T. Ward** became the owner by transfer from said other heirs to him, Deft., and that the said **J. T. Ward** has other interests still in said succession, which the said **E. H. Ward** admr., in his official capacity as administrator, is due him, thus being indebted to the said Defendant in a considerable amount.*

*Wherefore your petitioners pray that the said **E. H. Ward** Administrator of the estate of **David Ward**, deceased, be duly cited to answer, under oath, the following annexed interrogatories within ten days from the service thereof; and upon his failure or refusal to answer same under oath, that they be taken as confessed. They further pray that they have judgment against him for the amount of said judgment, and that they have judgment against him, the said **E. H. Ward**, Admr., Garnishee for whatever amount he may confess, under oath he is, or will be, in his official capacity and as the administrator of said succession, due said Defendant **J. T. Ward**, and that the Sheriff seize whatever effects the said **E. H. Ward,** Administrator, has in his possession belonging to said Defendant, **J. T. Ward**.*

They pray for all other orders necessary, for costs and for general relief. ***John E. Everett***

Attorney for Petitioners

*Interrogatories propounded to **E. H. Ward**, Admr. & Garnishee:*

*Interrogory 1st: Are you the Administrator of the Estate of **David Ward** deceased?*

Int. 2nd: *Is **J. T. Ward** an heir of the succession of **David Ward**, deceased, and if so what portion of said succession is due, or will be due, him as an heir of same?*

Int. 3rd: *Has any other heir of said succession transferred his, hers, or their interests claims and rights in said succession or any portion of same to **J. T. Ward**? If so, state who transfered* [sic] *their interests, rights & claims in and to said succession or any portion of same, to the said **J. T. Ward**, and what portion of said succession was transfered* [sic] *to him by each of said heirs?*

Int. 4th: *What amount is or will be due by you as the administrator of said succession to the said **J. T. Ward** as an heir of said succession, and as they owner of the interest rights and claims of other heirs to said estate?*

Int. 5th: *Are you as the Administrator of said succession due the said **J. T. Ward** any other claim he has that is or will be due from and by the said estate to him?*

Int. 6th: *Are you or will you as the administrator of said estate be due **J. T. Ward** any amount, and if so what amount and when due?*

***John E. Everett**, Attorney for Petitioners*

In response, the court issue two summons to **Elijah Hubbard Ward**, summoning him personally to answer the first petition, and in his capacity as Administrator of David Ward's estate. Both records are virtually identical, so I have only transcribed one here:

D. Stein & Co. — ***THIRD JUDICIAL DISTRICT COURT***
vs. No. 2757 — *PARISH OF UNION*
Jno. T. Ward — *Third District Court*
***E. H. Ward** garnishee* — *THE STATE OF LOUISIANA*

*To **E. H. Ward** Garnishee of the Parish of Union.*

You are hereby summoned to attend at the Clerk's Office, in the town of Farmerville, Parish of Union, State of Louisiana, and answer under oath the annexed interrogatories within Eleven days from the date of the service hereof or the same will be taken as confessed and judgment rendered against you accordingly.

*Witness, the Honorable **E. M. Graham** Judge of said Court, this, the 10th day of January A.D. 1883.*

***W. W. Heard**, Dy. Clerk District Court*

Union Parish Deputy Sheriff made this report to the District Court concerning his serving the first summons (he presented an identical report to the court regarding the second summons):

*Received in office on Wednesday the tenth (10th) day of January AD 1883 and on the same day and date I served a certified copy of this original citation together with certified copies of original petition and interrogatories on **E. H. Ward** by handing them to him in person in the town of Farmerville in Union Parish Louisiana*

Service of Cit. Pet & Intgo. $2.00 ***J. C. Montgomery**, Dty. Sheriff*

<u>18 Jan 1883</u>

In response to the two following summons issued on January 10th, **Elijah Hubbard Ward** appeared in court on this day and answered the two sets of interrogations given to him by Stein's attorney:

D. Stein & Co. — *Third Dist Court*
vs. No. 2757 — *Union Parish*
Jno. T. Ward — *State of Louisiana*
***E. H. Ward** Garnishee*

*Answers of **E. H. Ward** Garnishee, to certain interrogations propounded to him in the above entitled case by plaintiff–said answers taken before me **William W. Heard** Dep. Clerk of the 3rd Jud. District Court of said Parish & State on this the 18th day of January 1883 as herein after written by me said Deputy.*

The said Garnishee after being duly sworn according to law by me doth depose and make the following answers to said interrogations:

To interrogatory first, he answereth: "No."

*To interrogatory second he answereth: "I have no property or effects in my possession or under my control belonging to Deft. **J. T. Ward**."* ***E. H. Ward***

Sworn to and subscribed before me at Farmerville La on this 18th day of January AD 1883.

***W. W. Heard**, Dy. Clerk DC & etc.*

D. Stein & Co. — *Third Dist Court*
vs. No. 2758 — *Union Parish*
Jno. T. Ward — *State of Louisiana*
***E. H. Ward** Admr. Garnishee*

*Answers of **E. H. Ward** Administrator of the Estate of **David** Ward Dec'd. Garnishee, to certain interrogatories propounded to him in the above entitled case by plaintiff–said answers taken before me **William W. Heard** Dep. Clerk D.C. of Union Parish La. on this day and date, as herein after written by me said Deputy Clk DC:*

The said Garnishee after being duly sworn according to law by me said Dep. Clerk doth depose and make the following answers to said interrogatories, to wit:

To interrogatory first, he answereth: "I am"

To interrogatory second he answereth:

*"**J. T. Ward** was or is an heir to the Estate of **David Ward** Dec'd. but he has no interest in said Estate now. He having sold his interest in same to me on Decr. 20th 1882 as is evidenced of a written transfer of that date."*

To interrogatory Third, he answereth:

*"Yes. **Mrs. Nancy L. Ward** an heir to said Estate transferred her entire interest in said Estate to Deft. herein **J. T. Ward** on the 12th of Decr. 1882 and at the time I bought Deft. **J. T. Ward** interest in said Estate I also bought the interest of said **Mrs. Nancy L. Ward** that Deft. **J. T. Ward** then held by written transfer, from him all of which is evidenced by the written transfer to me from Deft. **J. T. Ward** of Date Decr 20th 1882."*

To interrogatory Four, he answereth:

*"There will be no amount due Deft. **J. T. Ward** as an heir to said estate because his interest now belongs to me purchased as aforesaid."*

To interrogatory Five, he answereth:

"No, Sir"

To interrogatory Six, he answereth:

*"I am not nor will I be due **J. T. Ward** Deft. Herein as admr. of said Estate, any amount."*

***E. H. Ward** Admr.*

Sworn to and subscribed before me this 18th day of January 1883. ***W. W. Heard** Dy. Clerk DC & etc.*

28 Feb 1883

Union Parish District Court Judge **E. M. Graham** issued his judgment on this day:

D. Stein & Co.
vs.
Jno. T. Ward

In the 3rd District Court Parish of Union State of Louisiana

*By reason of the law and the evidence in this case being in favor of the Plaintiffs and against defendant and by further reason of Plaintiffs default having been proven up in open Court after the expiration of two clear judicial days from taking of same, it is therefore ordered adjudged and decreed that Plaintiffs **D. Stein & Co.** do have and recover a judgment against defendant **J. T. Ward**, reviving, renewing and reinstituting the judgment entitled **D. Stein & Co.** vs. **John T. Ward**, it being numbered 458 on the docket of the late Parish Court of Union Parish Louisiana and the same is hereby revived, renewed and reinstated, and that Defendant pay all costs.*

E. M. Graham

Thus done read and Signed in Open court on this the 28th day of February 1883. *Judge 3rd Dist La.*

19 Mar 1883

Union Parish Deputy Sheriff **J. C. Montgomery** filed this return to the District Court regarding the Fi Fa issued against the property of **John T. Ward**. Portions of this document have suffered water damage and are not illegible.

[Received in office] *on the 10th day of January A.D. 1883 and on the same day…in the town of Farmerville Union Parish Louisiana…of **E. H. Ward**, admr. all the money which he might have…under his control belonging to the Defendant **J. T. Ward** sufficient amount … to satisfy this the within execution by serving certified copies of Petition, citation, notice & interrogation on the said **E. H. Ward**, admr. by handing them to him in person and the seventy (70) days being about to expire, and the said **E. H. Ward** admr. having stated under oath in his answer, that he had no property or money in his possession or under his controll* [sic] *belonging to the defendant **J. T. Ward**. I now return this writ no property found. Mar 19/83.*

To returning writ FF no property found $1.00 ***J. C. Montgomery**, Dty. Sheriff*

There are no further records of any activity on this case. John Thomas Ward died the following December owning no property in his own name, so Daniel Stein never recovered the money owed to him by Jack Ward.

♦ ♦ ♦ ♦ ♦ ♦

Dempsey Joiner vs. John T. Ward
1876–1877

This lawsuit resulted from John T. Ward's actions in his capacity as Constable of Ward One in Union Parish. Jack Ward's duties in this elected capacity required him to obey the directives of the Justice Court of Ward One. In pursuance of these duties, during the year 1875 Ward seized two mare mules as the property of S. L. Joiner and advertised a public auction to sell the mules to raise money to satisfy a judgment awarded to S. W. Winds against Joiner. Joiner's father Dempsey Joiner sued, claiming the mules belonged to him.

This suit was initially filed in the Justice Court of Ward One. The records of the justice courts do not exist, but since Joiner appealed the justice court's decision to the Union Parish Court, we know the justice court ruled against him. Joiner filed his appeal to the Union Parish Court on 1 April 1876, which also ruled against Joiner. He appealed the Parish Court's decision to the District Court for Union Parish in February 1877. However, there the suit languished, with the court repeatedly continuing the case from term to term throughout 1878. In April 1879, the court moved the case to the "dead docket," effectively killing it. It appears that Dempsey Joiner died during this period, which is why activity ceased.

Incidentally, Dempsey Joiner was a brother-in-law of the first Union Parish Sheriff, Farmerville attorney, businessman, and physician, Dr. William Cleaton Carr, whose sister, Jane, married Demsey Joiner (see Farmerville Cemetery, tombstone of *"Jane Joiner, Erected by her Brother W. C. Carr"* Sept. 29, 1813–Nov. 27, 1860).

The records below constitute Union Parish Civil Suit #799 in the Parish Court, and #2346 in the District Court. It was also recorded in Union Parish Suits Book A-5, pp. 432–433. The case file is today very incomplete, with little explanation of how the case evolved from the Justice Court of Ward One to the Parish Court, and then the District Court. The Union Parish Louisiana District Court Minutes, 1878–1882, pp. 21, 48, 87, gives the dates on which the district court acted upon the case.

1 April 1876

Dempsey Joiner filed the following petition against **John T. Ward** in the Union Parish Court on this day. He had previously filed this suit in the Ward One Justice Court, which had apparently ruled against him. This was Joiner's appeal to the parish court. The Parish Court ultimately ruled against him, so Joiner appealed to the District Court, filing the same petition with that higher court on 8 February 1877. Note that Joiner hired **William R. Roberts** as his attorney. Roberts had served as the captain of the *Stars of Equality*, Company E, 19th Regiment Louisiana Infantry, a company of men from Union Parish who served in the Confederate Army between 1861 and 1865. Just a few years afterwards, Union Parish elected Roberts as the judge of the district court. Joiner's 1876 petition to the Union Parish Court:

> *To the Honl. Judges ~~of the Ward No. One &~~ the Parish Court of in and for the Parish of Union State of Louisiana.*
>
> *The petition of **Dempsey Joiner** who is a resident of your said parish & Ward with respect represents unto your honl. Court that **John T. Ward** Constable of Ward No. One of your said parish by virtue of a writ of fi fa issued from*

the honl. Justice court of Ward No. One of Union Parish La. on 11th day of January 1876 in a suit styled ***S. W. Winds*** *vs.* ***S. L. Joiner*** *in said court did, proceed & attempt to execute the said writ. Petitioner alleges that the said* ***John T. Ward*** *in the attempt to execute the said writ of fi fa seized two mare mules which are the property of your petitioner worth two hundred & fifty Dollars and has advertised the same for sale to take place this May to wit, the first day of April A.D. 1875 at the door of the court house in Farmerville, La and will proceed to sell the same unless restrained by your honl. Court and that he has no other legal remedy in order to prevent the said sale.*

Petitioner alleges that he is the true and lawful owner of the two mare mules seized and advertised for sale in the above stated case and desirous of obtaining an order for and a writ of injunction and that he has been damaged in the sum of twenty five Dollars in having to bring this suit in attorneys fees.

Wherefore petitioner prays that ***John T. Ward*** *constable be cited to answer hereto and that* ***Mrs. S. W. Winds*** *be cited to answer hereto and that they both have service of a copy hereof and that an order for and a writ of injunction issue directed to* ***John T. Ward*** *constable restraining and injoining him from selling said two mare mules until further orders from your honl. Court and that upon a final trial had hereon that your petitioner have judgment against* ***John T. Ward*** *and* ***S. W. Winds*** *in this case decreeing him petitioner the owner of said mules and judgment against them for the sum of twenty five Dollars damages as attorneys fees in having to bring this suit and judgment perpetuating the writ of injunction against them and for costs and for Genl. Relief in the premises.*

W. R. Roberts*, Atty of Petitioner*

Joiner appeared in court at the same time and swore to the validity of his petition:

Dempsy Joiner
vs. *State of Louisiana*
John T. Ward *et. al.* *Parish of Union*

Personally came and appeared before me the undersigned legal authority ***Dempsy Joiner*** *who after being first duly sworn by me deposes and says that he is the true and lawful owner of the two mare mules seized in the suit of* ***S. W. Winds*** *vs.* ***S. L. Joiner*** *in the justice court of Ward No. One of Union Parish La and that all the facts and allegations set forth in the foregoing petition are true and correct and are such as to render an injunction necessary. So help him God.* ***Dempsy*** *X* ***Joiner*** [his mark]

Sworn to and subscribed before me on this the first day of April A.D. 1876. ***Thos. C. Lewis****, Parish Judge*

In response, Union Parish Judge **Thomas C. Lewis** ordered that a writ of injunction be issued as requested, after **Joiner** posted the bond with security as required by law:

In the above and foregoing case after mature deliberation & By reason of the law it is hereby ordered that a writ of injunction issue as prayed for upon petitioner giving bond in the sum of one Hundred Dollars with just & sufficient security according to law.

Thus done and signed in chambers this the 1st day of April A.D. 1876. ***Thos. C. Lewis****, Parish Judge*

Dempsey Joiner then posted bond as required by law:

Dempsey Joiner ***STATE OF LOUISIANA***
vs. #799 *Parish Court*
Jno. T. Ward *Const.& et. al.* ***PARISH OF UNION***

Know all men by these presents that we ***Dempsey Joiner*** *as principal and* ***William C. Carr*** *as his security are held and firmly bound unto* ***John T. Ward*** *Constable of Ward One Union Parish La &* ***S. W. Winds*** *of Union Parish La in the just and full sum of One Hundred Dollars to the true and faithful payment of which well and truly to be made, we bind ourselves, our heirs and assigns, and legal representatives, firmly and in solido by these presents. Dated this 1st day of April A.D. 1876.*

The condition of the above obligation is such that whereas the above bound ***Dempsey Joiner*** *has this day sued out a writ of Injunction against* ***Jno. T. Ward*** *Const. &* ***S. W. Winds*** *in the suit entitled* ***Dempsey Joiner*** *vs.* ***John T. Ward*** *Constable & et. al in the Parish Court in and for the parish of Union, Louisiana.*

Now, therefore, if the above bound ***Dempsey Joiner*** *as principal, shall well and truly pay all such damages as shall be decreed against him in case it should be decided that this writ of Injunction was wrongfully sued out or obtained, then, in that case, this obligation to be null and void; otherwise to be and remain in full force and effect, according to law, against the principal and his said securities in solido.*

Given and acknowledged before me this 1st day of April A.D. 1876. ***Dempsy*** *X* ***Joiner*** [his mark]
Attest: ***W. W. Heard****, Dep. Clerk D.C.* ***Wm. C. Carr***

John T. Ward apparently appeared in Court this day. He waived service of Joiner's petition and the writ of injunction issued by Judge Lewis, as did the attorney for **Mrs. Winds**:

Dempsy Joiner *vs.* ***J. T. Ward*** *Const. et. al.*

In this case I acknowledge service of citation and service of writ of injunction and waive service of a copy of Petition. This Apl 1st A.D. 1876. ***John T. Ward*** *Constable*

Received of petition and citation…and all legal delays waived. ***___ Ellis****, Atty. for* ***Mrs. Winds***

The statement by Mrs. Wind's attorney was written in pencil and is too faint to decipher his initials. The writ of injunction issue by Judge Lewis:

Dempsy Joiner *Parish Court*
vs. No. 799 *Parish of Union*
Jno. T. Ward *Const. et. al.* *State of Louisiana*

$100.00 To ***John T. Ward*** *Constable of Ward One Union Parish La and to* ***S. W. Winds*** *of the Parish of Union, La. Greeting:*

Whereas the necessary affidavit has been made by ***Dempsey Joiner*** *and he the said* ***Dempsey Joiner*** *has given Bond with good solvent security in the sum of One Hundred Dollars conditioned according to Law.*

Now therefore you are hereby enjoined inhibited and restrained from further proceedings with the sale of the property discribed [sic] *as follows to wit: Two mare mules seized by you as Constable in the Justice Court of Ward One Union Parish in the case of* ***S. W. Winds*** *vs.* ***S. L. Joiner*** *on the Docket of Justice Court of Ward One Union Parish La until the further order of this Honorable Court. Witness the Honorable* ***Thos. C. Lewis*** *Judge of the Parish Court of Union Parish La. on this the 1st day of April A.D. 1876.* ***W. W. Heard****, Dep. Clerk Dist Court*

In his own handwriting, **John T. Ward** made this statement on the back of the injunction:

Service of of [sic] *within writ of injunction acknowledged. Apl. 1st 1876.* ***John T. Ward*** *Constable*

undated

This undated answer of **Mrs. S. W. Winds** filed with either the original Parish Court case or the District Court appeal:

Dempsy Joiner *Parish Court*
Vs. *Union Parish Louisiana*
J. T. Ward *Const. et. al.*

The Deft. ***Mrs. S. W. Winds*** *for answer pleads the general issue and prays to be dismissed with cost and judgment against Plaintiff in the sum of Twenty five dollars damages for Attys fees and twenty per cent general damages.*
Ellis *&* ***Killgore****, Atty.*

12 Sept 1876

The Union Parish Court issued summons to **Britton Honeycutt** and **William H. Hearn**, ordering them to appear in court and testify on behalf of **John T. Ward**. Honeycutt was the husband of Jack Ward's first cousin, Louisa Jane Gee Honeycutt. Here is Brit Honeycutt's summons:

To ***Brit Honeycutt***

You are hereby summoned to attend at the Parish Court in the town of Farmerville, on Friday the 15th Sept 1876, and attend from day to day until you are dismissed or the case shall have been decided, to testify to the truth, according to your knowledge, in a controversy pending therein between ***Dempsey Joiner*** *Plaintiff, and* ***John T. Ward*** *Const. Defendant, on the part of the Deft. and thereof you are not to fail under the penalty of two hundred and fifty dollars.*

By order of the Court, this 12th of Sept. A.D. 1876. ***W. W. Heard****, Dy. Clerk District Court*

Union Parish Deputy Sheriff **J. C. Pryor** made the following report to the court regarding his actions in serving this summons:

Recd. in office on the 12 day of Sept A.D. 1876 and on 12 day of same month & year I made service by delivering a certified copy of the within summons to ***Mrs. Honeycutt Mr. Honcytt's*** *wife a person over 14 years of age liveing* [sic] *and residing in the same house in Union Parish La and who informed me that he was temporarily absent at the time of service. Service & milage $1.50* ***J. C. Pryor****, Dy. Sheriffe* [sic]

The summons to **William H. Hearn** is identical to Honeycutt's transcribed above. Deputy Sheriff **Pryor** served both summons on the same day; here is Pryor's report to the court about Hearn's summons:

Recd. in office on the 12 day of Sept A.D. 1876 and on the same day of same year I made service by delivering a certified copy of the within summons to ***W. H. Hearn*** *in person at his domicile in Union Parish La about Five miles from court house.* ***J. C. Pryor***
Service & milage $1.50 *Dy. Sheriffe* [sic]

23 Nov 1876

In preparation for the upcoming trial of the Dempsey vs. Ward case, the Union Parish court issued a summons to Farmerville merchant and saloon owner **Hugh C. Glasson** to appear in court *instanter* (instantly) and testify on behalf of John T. Ward. Union Parish Deputy Sheriff **M. L. McFarland** made this return to the court concerning his service of the summons:

Recd. in office on the 23rd day of Novr. 1876 & on the same day & date I served a certified copy of this subpoena on ***H. C. Glasson*** *in person at office in this Parish & State.* ***M. L. McFarland***
Service & milage $1.50 *Sheriff*

28 Nov 1876

On this day Union Parish Judge **Thomas C. Lewis** issued his decision in the case:

Dempsy Joiner *Parish Court*
vs. *Parish of Union*
Jno. T. Ward *Const. et. al.* *State of Louisiana*

In this case by reason of the law and of the evidence being in favor of the defendants, and against the plaintiff in this injunction, it is hereby ordered, adjudged and decreed that the injunction sued out in this case be dissolved and set aside and that defendants have judgment for twenty dollars as damages & costs of suit against the plaintiff.

Thus done, read, and signed in open court on this the 28th day of November A.D. 1876. ***Thos. C. Lewis***
Parish Judge

8 Feb 1877

On this day **Dempsey Joiner** filed his appeal of the Union Parish Judge **Thomas C. Lewis'** decision in his case to the Union Parish District Court. No record of a second petition exists, and it appears that Joiner merely submitted his petition filed with the Parish Court on 1 April 1876 as his District Court petition. In order to file such an appeal, Louisiana law required the appellant the post sufficient bond. Joiner's appeal bond:

Dempsy Joiner *Parish Court*
vs. No. 799 *Parish of Union*
Jno. T. Ward *Const. et. al.* *State of Louisiana*

$75.00 *Know all men by these presents that we* ***Dempsey Joiner*** *as principal and* ***David Stein*** *as his security are held and firmly bound unto* ***William W. Heard*** *Clerk of the Eleventh Judicial District Court in and for Union Parish La and unto his successors in office in the just and full sum of Seventy five Dollars lawful money of the United States of America and to the full and faithfully* [sic] *payment of which well and truly to be made we bind ourselves our heirs administrators, executors and legal representatives firmly and in solido by these presents signed and dated at Farmerville La on this 8th day of February A. D. 1877.*

The conditions of the above obligation are such that whereas a certain definitive Judgment has been rendered in the above entitled case in the Parish Court aforesaid from which said Judgment the above bounden ***Dempsey Joiner*** *Plff in said suit has asked for and obtained a Devolutive Appeal in open Court returnable to the District Court at Farmerville La on the first day of the next regular term thereof to with the first Monday in April next 1877 and gives this his appeal bond.*

Now therefore if the above bounded ***Dempsey Joiner*** *as principal shall prosecute his appeal with effect and shall pay or cause to be paid whatever Judgment may be rendered against him on the District Court aforesaid or the same shall be paid out of the proceeds of the sale of his estate real and personal then this obligation to be null and void otherwise to be and remain in full force and effect against the principal and his said security in solido.*

Thus done signed and acknowledged before me on this the day and date above written.

Attest. ***Dempsy*** *X* ***Joiner*** [his mark]
W. W. Heard *Clerk Dist Court.* ***D. Stein***

3 April 1877

The District Court for Union Parish began taking motions in **Joiner's** appeal of the Parish Court decision in this case:

Dempsy Joiner *In the Eleventh*
vs. No. 799 *Judicial District*
John. T. Ward *Const. et. al.* *Court in and for the Parish of Union State of Louisiana.*

Now comes the defendants in the above entitled cause and without answering to the merits of this case moves this honl. Court to grant them a continuance in this case for the reason that ***G. A. Ellis*** *Esq. who was employed as leading council in this cause to defend this suit is absent from the Parish on publick* [sic] *business, to wit: a member of the General Assembly now in session in New Orleans. Wherefore he prays for a continuance until the next term of this court.* ***Ellis*** *&* ***Killgore****, per* ***Killgore***

State of Louisiana
Parish of Union

Personally came & appeared before me the undersigned legal authority who after being sworn by me deposes & says that the allegations in the foregoing motion are true & correct.

J. T. Ward

Sworn to & subscribed before me on this 3rd day of April A.D. 1877. ***W. W. Heard****, Clerk D.C.*

5 April 1877

In preparation for the District Court trial of this case scheduled for April 9th, the district court clerk issued summons to **Charles Webb** and **E. W. Fuller** to appear in court and testify on behalf of **Dempsey Joiner**. The summons are nearly identical to those transcribed above. Here are the reports that Union Parish

- *Recd. in office on the 5th of April A.D. 1877 and on the same day I served a certified copy of the within subpoena on* ***Chas. Webb*** *in person at Farmerville Union Parish La.*
  Service .50 ***M. L. McFarland*** *Depty Sheriff*
- *Recd. in office on the 5th of April A.D. 1877 and on the same day I served a certified copy of the within subpoena on* ***E. W. Fuller*** *in person at Farmerville Union Parish La.*
  Service .50 ***M. L. McFarland*** *Depty Sheriff*

This case file ends here. However, from the district court minutes, we know that the lawyers in this case continually requested that the court postpone the case, until the court moved it to the *"dead docket,"* effectively ending the case:

6 April 1878

Dempsy Joiner
2346 vs. appeal
John. T. Ward *Const. et. al.*

By consent case continued until the next regular term of this Court

8 Oct 1878

Dempsy Joiner
2346 vs. appeal
John. T. Ward *Const. et. al.*

Continued by consent.

8 April 1879

Dempsy Joiner
2346 vs. appeal
John. T. Ward *Const. et. al.*

Transferred to dead docket by order of Court.

♦ ♦ ♦ ♦ ♦ ♦

William C. Smith vs. **John T. Ward, Sarah E. Ward, & James A. Ward**
1876–1881

By 1876, Jack Ward's financial problems had dragged on for at least ten years, probably longer. Whatever their cause, he seemed no closer to resolving them by the spring of 1876 than ever before. To worsen his financial situation, the 1875 and 1876 crop yields appear to have been meager for Union Parish farmers in general. In 1873, 1874, and 1876 Jack Ward had mortgaged either his crops or Betsy's farm (or both) as collateral to secure his repayment of money loaned to him by Farmerville merchants and businessmen. Ward apparently repaid the 1873 and 1874 loans, but he could not pay his 1876 loan. This suit contains records of the judgment obtained by Union Parish Recorder William Callaway Smith against Jack, Betsy, and their son Jim.

Records here come from Union Parish Civil Suit #919A, recorded in Union Parish Suit Book E, p. 15, Suit Book AA, pp. 241–242, and the final judgment was recorded in Union Parish Mortgage Book E, p. 15 and Mortgages & Privileges Book F, p. 132. The original mortgage was recorded in Union Parish Mortgage Book D, p. 32.

21 Feb 1876

Due to his bankrupt financial status and the outstanding judgments against him in the Union Parish courts, Farmerville merchants refused to grant **John T. Ward** a line of credit to purchase farming supplies in preparation to plant his spring crops in 1876. Thus, **John**, his wife **Sarah**, and their son **James A. Ward** all sign the following promissory note to **William C. Smith** in exchange for money Smith loaned them. They mortgaged their 1876 crops and the Wards' 400-acre farm in exchange for $148.13. Ordinarily in this era, a woman would not be involved in such proceedings. However, recall that a decade earlier, **Sarah Ann Elizabeth Ward** had obtained a court judgment dissolving the community of acquits and gains between her and Jack. Through a series of legal maneuvers, the Wards then placed their 400-acre farm in Betsy's name. Since she was the legal owner of the Ward farm, she had to sign the following note that offered their farm as collateral.

$148.13. Farmerville La Febry 21st 1876.
*On or by the first day of December next we or either of us promise to pay **W. C. Smith** or bearer One hundred and forty eight & 13/100 Dollars value received with eight per cent interest after due till paid.*

*This note is given for loaned money to aid us the undersigned in purchasing family and plantation supplies for the present year 1876 and in order to secure the said **W. C. Smith** in the true and prompt payment of the above amounts, we do grant in his favor a privilege and lien upon our Entire crops that we may raise the present year 1876 in the parish of Union La.*

*And as a further security, I **Sarah E. Ward** being herein assisted and authorized by my husband **John T. Ward** do by these presents mortgage Hypothecate and effect to and in favor of the said **W. C. Smith** the following described tract of land situated in the Parish of Union La. to wit…*[S½ of S½ and the NW¼ of SW¼ of Section 29, and the NE¼ of SE¼ of Section 30, N½ of N½ of Section 32, Township 21, Range 2 East] *…containing four hundred acres more or less with the improvements thereon. The same to stand mortgaged until the above sum is paid in full, signed in presence of the undersigned witnesses, Febry 21st 1876.* ***S. E. Ward***

Attest: ***J. A. Meeks*** ***John T. Ward***
L. L. Meeks ***J. A. Ward***

STATE OF LOUISIANA
Parish of Union } *Before me, the undersigned authority, personally came and appeared **J. A. Meeks**, one of the subscribing witnesses to the annexed instrument of writing, who being duly sworn, deposes and says he saw the parties whose genuine signatures appear thereto, sign the same as their act and deed, for the purposes therein written, and that the same was signed on the day of its date. Sworn to, and subscribed before me, this 23 day of May A.D. 1876.* ***W. C. Smith**, Recorder.* ***J. A. Meeks***

William C. Smith made this receipt on the back of the note:

Received on the note Thirty eight dollars $38.00 January the 1st A.D. 1877.

26 Apr 1878

Union Parish Recorder **William C. Smith** apparently tired of waiting for Jack Ward to pay his debt, so he prepared to file suit against him in court. In preparation to the official filing of Smith's suit against the Wards, and to reduce the court costs associated with a deputy sheriff having to serve the papers on them, the Wards came into court and confessed judgment:

State of Louisiana, Parish of Union.
I hereby waive service of citation & petition & recognize the mortgage upon the land & property herein discribed [sic] *& confess judgment hereon in favor of **W. C. Smith** to the amount of the note & interest herein minus $38.00 dollars from Dec. 1st 1877 till paid. This April 26/78.* ***J. A. Ward***
Attest: ***G. A. Killgore, Jr.*** ***S. E. Ward***
*I hereby authorize my wife **Mrs. S. E. Ward** to sign this & sign it myself.* ***J. T. Ward***

13 May 1878

Since John T. Ward and his family could not afford to pay their debt in accordance with the above mortgage, **William C. Smith** filed suit against them in court, requesting that their farm be sold to raise money to satisfy his claim against them:

To the Honl. The Judge of the Parish Court of in and for the Parish of Union State of Louisiana.
*The petition of **William C. Smith** a resident of Union Parish La. with respect shows this Honl. Court that **Mrs. S. E. Ward**, **John T. Ward** and **James A. Ward** all residents of the aforesaid Parish and Stte are justly and legally indebted unto petitioner in solido to the amount of One hundred and forty eight & 13/100 dollars with eight per cent per annum interest thereon from the 1st day of Dec. 1876 till paid minus a credit of thirty eight dollars paid January 1st 1877, said indebtedness being evidence by a certain promissory note which is hereto attached and made a part of this petition, said note dated Feby. 21st 1876 and due Dec. 1st 1876 and to secure the payment of said note, defendants have hypothecated & mortgaged unto petitioner the following discribed* [sic] *land: viz...*[S½ of S½ and the NW¼ of SW¼ of Section 29, and the NE¼ of SE¼ of Section 30, N½ of N½ of Section 32, Township 21, Range 2 East] *...containing four hundred acres more or less & situated in Union Parish La. said mortgage being hereto annexed and made a part hereof & is of record in the Recoder's Office in Mortgage book "D", page 32.*
Petitioner alleges that this debt is due and unpaid although amicable demand has been made.
*Wherefore petitioner prays that the said defendants **Mrs. S. E.**, **J. T.**, & **J. A. Ward** be duly cited to answer hereto and that on a final hearing hereof that petitioner do have & recover of One hundred & forty-eight & 13/100 dollars with eight per cent per annum interest thereon from Dec. 1st 1876 till paid minus a credit of thirty eight dollars paid January 1st 1877 and that the mortgage herein in favor of petitioner on the land herein discribed* [sic] *be recognized and inforced* [sic] *and that the said land be seized & sold to satisfy the claim with all cost and for general relief, etc.*
***Ellis** & **Killgore**, Atty for Plaintiff*

Since the Wards appeared in court and confessed judgment, Union Parish Judge **William R. Roberts** issued his judgment quickly, on the same day the petition was formally filed in court:

W. C. Smith
vs. 919
***J. T. Ward** et al* } *In the Parish Court in & for Union Parish State of Louisiana*

By reason of the law & the evidence on the trial of the above entitled cause being in favor of plaintiff & against defendants & by further reason of a confession of judgment having been given & proved up in open court it is hereby ordered adjudged and decreed that plaintiff do have and recover judgment against defendants in solido in the sum of One hundred & forty eight & 13/100 dollars with eight per cent per annum interest thereon from the 1st day of Dec.

1876 till paid minus a credit of thirty eight dollars paid January 1st 1877 and that plaintiff's mortgage upon the following land be & is hereby recognized viz… [same legal description of land given earlier]
Thus done, read & signed in open court in this 13th day of May A.D. 1878.
W. R. Roberts *Judge of the Parish Court of Union Parish*

21 May 1878
On this day Union Parish Deputy Recorder **James M. Smith** (son of Recorder and plaintiff in this suit, William C. Smith) filed a certified copy of Judge Roberts' judgment issued on the 13th.

22 Feb 1879
On the back of Judge Roberts' original judgment issued on 13 May 1878, Union Parish Deputy Recorder **James M. Smith** signed this receipt for his father:

Received on the within Judgment the sum of Fifty Dollars this February 22d A.D. 1879
W. C. Smith *per* ***Jas. M. Smith***

3 Feb 1881
On the back of Judge Roberts' original judgment issued on 13 May 1878, **James M. Smith** signed this receipt for his father. This is the final record of activity in this case:

Rec'd. on the within Judgment 435 lbs. Pork @ 5¢ per lb aggregating $21.75. This February 3 1881.
Jas. M. Smith

♦ ♦ ♦ ♦ ♦ ♦

D. Stein & Co. vs. **John T. Ward**
1878–1883

Despite his financial problems with D. Stein & Co that had begun in 1872, Jack Ward again borrowed supplies from them in the spring of 1878 (he still had an outstanding court judgment that had remained unpaid since 1873). This time, Jack Ward signed a note to Stein for $132 bearing 8% annual interest. As before, Ward failed to pay, yet Stein did not sue since Ward had no property in his name in Union Parish that the sheriff could seize and sell to pay Stein. The situation remained stalemated until the beginning of 1883.

Jack's father David Ward died in May 1882, and it apparently appeared to Stein that Jack might obtain some property from his father's estate. In order to confiscate this property quickly and satisfy the outstanding judgment, Stein's lawyer John E. Everett filed three suits on 10 January 1883. Everett then filed this suit the next month.

The original suit in the case is Union Parish Civil Suit #2784, but a court official had crossed out this original suit number and re-written it as Civil Suit #2756. The original petition and final judgment were also recorded in Union Parish Suit Book BB, pp. 155–156. The judgment was also recorded in Union Parish Mortgage Book G, p. 192.

8 Mar 1878
John T. Ward signs the following note to **D. Stein & Co.**:

$132.00/100 Farmerville La. March 8th 1878
*One day after date I promise to pay to the order of **D. Stein & Co.** the sum of One Hundred & Thirty two 00/100 Dollars at eight per Cent annum interest after this day till paid value received, hereby waiving citation and delays and confessing judgment in their favor, or in favor of any legal holder of this note, for said sum and interest, and for ten per cent in addition thereto for attorneys fee if this note has to be collected by law.* ***John T. Ward***

19 Feb 1883
Farmerville lawyer **John E. Everett**, representing the interests of **D. Stein & Co**., filed this suit in the Union Parish District Court regarding an unpaid amount due them from **John T. Ward**:

To the Honl. the Judge of the 3rd District Court in and for the Parish of Union State of Louisiana
*The petition of **D. Stein & Co**. a commercial firm composed of **Daniel Stein** of Union Parish and **Emmanuel Brunner** of Orleans Parish La said firm being domicilated in your in your said parish of Union with respect would represent that **John T. Ward** also a resident of Union Parish La. is justly and legally indebted unto your petitioners in the just and full sum of One Hundred and Thirty Two Dollars with eight per cent per annum interest thereon from the eighth day of March 1878 and for ten per cent on said amt. & interest for attorneys fees, said indebtedness being evidenced by a certain promissory note with a confession of judgment made executed and signed by the said **J. T. Ward** in favor of petitioners which note is annexed to and made a part of this petition. They represent that said indebtedness is due and has been demanded without avail.*
*Wherefore they pray that they be permitted to prove up said confession in open court and that they have judgment against the said **John T. Ward** in the sum of One Hundred and Thirty Two Dollars with 8 per Cent per annum interest thereon from the 8th day of March 1878 and for ten* [per] *cent on said amount and interest in addition thereto as attorneys fees in pursuance of said Confession. They pray for costs and for general relief.*
***Jno. E. Everett**, Atty. for Plaintiffs*

20 Feb 1883

Union Parish District Court Judge **E. M. Graham** issued his ruling the day after the above suit was filed in court:

D. Stein & Co
vs. *In 3rd Dist. Court Parish of Union State of Louisiana*
John T. Ward

*By reason of the law and the evidence in the above entitled case being in favor of Plaintiffs and against Defendant and by further reason of Defts. Confession of judgment being proven up in open court it is hereby ordered adjudged and decreed that **D. Stein & Co.** do have and recover judgment against **John T. Ward** in the full sum of One Hundred Thirty Two Dollars with 8 per cent interest thereon from the 8th day of March 1878 and for 10 per cent on said amount & interest in addition thereto for attorneys fees & for all Costs.*

Done read & signed in open court on this the 20th day of Feb 1883. ***E. M. Graham**, Judge 3rd Dist Court La.*

A True and correct record on this 1st day of February A.D. 1884. ***J. C. Cargill**, Dy. Clerk DC.*

♦ ♦ ♦ ♦ ♦ ♦

David Redden vs. **Elijah H. Ward & John T. Ward**
1879

The only paper remaining in this file today gives the final court judgment. Thus, unfortunately we have no precise idea as to why Redden sued the Ward brothers. However, given that Elijah Hubbard Ward had no known financial problems during his lifetime, it appears that Hubbard became involved in yet another attempt to assist his financially struggling brother, Jack. The only record available today is a judgment made in April 1879 by Justice of the Peace E. J. Armstrong, a justice of the peace for Ward Two. This suggests that this was the judgment of the Ward Two Justice Court, not the parish court.

This case is Union Parish Civil Suit #5005-C, with the final judgment recorded in Mortgage Book E, pp. 233–234.

25 April 1879

Justice of the Peace **E. J. Armstrong** issued his ruling in the case on this day:

Dave Redden
vs.
E. H. *&* ***J. T. Ward***

By reason of the Law and evidence being in favor of the plaintiff in the above entitled cause it is ordered adjudged and decreed that the said plaintiff ***Dave Redden*** *do have and recover of the defendants* ***E. H.*** *&* ***J. T. Ward*** *the sum of twenty nine dollars and 38 cents with eight per cent interest per annum until paid with cost of suit.*

This done and signed on this the 25 day of April AD 1879.

E. J. Armstrong*, J.P. Ward Two*

A True and correct Record May 24th A.D. 1879. ***W. C. Smith*** *Recorder*

♦ ♦ ♦ ♦ ♦ ♦

The Bushwhacking of James F. Malone at Jack Ward's Farm
1878

Throughout the nineteenth century, Port Union served as a vital economic conduit for farmers and merchants in Union Parish, Louisiana. Situated on a high bank at the mouth of Bayou d'Loutre on a bend in the Ouachita River in modern southeastern Union Parish, John F. Ailes operated a store at this location during the 1830s. As steamboat traffic increased along the river in the 1830s, it became one of the few natural steamboat landings between Monroe and the Arkansas line. After Ailes' 1838 death, John Parker purchased the site, and it became known as Parker's Landing. Parker died in 1843, after which the tiny settlement became known as *"Port Union."*

Port Union consisted of little more than a few mercantile establishments and multiple warehouses used to store baled cotton for transportation downriver to New Orleans. It undoubtedly sported a saloon or two, but the wide floodplain surrounding the channel of Bayou d'Loutre leading inland from Port Union made the nearby countryside unsuitable for the typical patchwork of small farms that dotted most of the parish. A few absent landowners acquired large swaths of land near Port Union and cultivated it with itinerant workers who fled when the inevitable seasonal floods inundated the area. This geographical feature prevented Port Union from ever developing into a village.

During the dry seasons when the water levels in the bayous fell too low for steamboat navigation, residents of Farmerville, Shiloh, Spearsville, and the interior regions of greater Union Parish hauled their cotton to and goods from the Ouachita River, the only conduit to the New Orleans markets. Port Union was the most convenient landing on the river from Farmerville and much of the interior.

To facilitate this needed land travel, the Police Jury prioritized construction of the *"road from Farmerville to Parker's Landing"* in 1839. Beginning in the 1840s, the Jury regularly ordered careful maintenance of the *"Port Union Road"* between Farmerville and Port Union [1]. In the twentieth century, after railroads eliminated the need for easy access to Port Union, the portion of the old Port Union Road near Farmerville became known as the Wards Chapel Road, today's Highway 828.

In the 1850s, the families of James Franklin Malone, Peyton Roan, and John Thomas (Jack) Ward settled near one another along the Port Union Road between six and seven miles east of Farmerville. James Franklin Malone was born in 1827 in Georgia and moved to Union Parish in the 1840s with his family. During the Civil War, he served in the *"Stars of Equality,"* Co. E, 19th Louisiana Infantry Regiment, a unit of soldiers from Union Parish that saw action in many of the bloodiest battles of the War while assigned to the Army of Tennessee [2]. Peyton Roan was born in 1825 in

Alabama, and after the death of his first wife in the early 1850s, he married in 1856 to Leander Isabella Spigener [3]. The youngest of the trio, Jack Ward was born in 1835 in Alabama and came to Union Parish in 1837 with his family. In 1854, at the age of nineteen, Ward married Betsy Scarborough [4].

In the early 1870s, Caroline Adams Meeks settled with her children along the Port Union Road near the Malone, Roan, and Ward farms. Caroline's husband had died of disease in 1864 as a Confederate prisoner of war in a Federal prison. Her two eldest sons, John Sidney Meeks and Charles Lucas Meeks [5], were the same age as Malone and Roan's sons, Wilburn Hezekiah Malone and Francis Marion Roan, with all four were young men in their twenties [6].

At dusk on Saturday evening, 9 February 1878, James F. Malone rode home from Farmerville along the Port Union Road. About three-quarters of a mile from his home, he passed the place of his neighbor, John T. (Jack) Ward. When he was about three hundred yards from Ward's house, someone waylaid and assassinated Malone, shooting him with a pistol. Other than the murderer, no one witnessed the crime. Malone's wife later wrote, *"he was shot we found him dead."*

Coroner W. S. Agerton held an inquest on Monday morning, and the jury determined that an unknown person killed Malone with a pistol shot. After the Coroner's Jury returned their verdict, Hez Malone identified Francis Marion Roan as the murderer, and officials arrested him. A grand jury indicted Roan for Malone's murder, and his trial began in late February. Roan hired young Farmerville attorney George Allen Killgore, Jr. to defend him, while District Attorney Allen Barksdale hired Farmerville attorneys William R. Rutland and James A. Ramsey to assist him with the prosecution.

Judge William R. Roberts attentively listened to over thirty witnesses who testified over a nine-day period, both against and in support of Roan [7]. At the close of the lengthy arguments, Judge Roberts ordered Roan held until the April session of the court and had an arrest warrant issued for Samuel Spigener, a maternal uncle of the defendant, as an accessory to the murder. There is no record of any further charges filed against Spigener, so he was presumably exonerated. At Roan's trial held in Farmerville on April 12th, the jury found him not guilty [8].

On April 4th, a few days before Roan's murder trial, perhaps due to Hez Malone's claims that Roan killed his father, an altercation occurred in which Malone charged that David Nolan, Jr. did *"willfully and maliciously assault and beat"* him. Malone charged his neighbors, John T. Ward and the Meeks brothers, with *"aiding, assisting and abetting"* Nolan with his assault. At that time, Jack Ward served as the local constable. Upon his arrest, Ward had to post bond for his release, and two of his securities were John M. Lee Sr. and his son, John M. Lee Jr. The elder Lee had served as

Union Parish Sheriff for several terms in the 1870s and was a current deputy sheriff as well as an alderman and treasurer of Farmerville, while the younger Lee had served as a deputy sheriff and was the current Union Parish Registrar of Voters. Their support Ward indicates strong support for his innocence among local residents.

At the trial, the jury found Nolan guilty of assault, leading Judge Roberts to sentence him to a $15 fine. However, the District Attorney dropped charges against John S. Meeks, and a jury found Charles Meeks and John T. Ward not guilty [9].

None of the surviving records give any indication regarding the motivation for James F. Malone's murder or the beating of his son. There was no known further activity in the case, and James F. Malone's assassination remains unsolved.

An interesting family connection in this case further ties the man charged and tried with James F. Malone's murder, Francis Marion Roan, to Jack Ward, the constable on whose farm Malone was murdered and who was charged with helping Nolan in his assault on Hez Malone. Four years after Malone's murder, on 21 December 1882, Marion Roan married Nancy L. Scarborough Ward, the widow of William Henry Harrison Ward, Jack's younger brother, and also the sister of Betsy Scarborough Ward, Jack Ward's wife [10].

♦ ♦ ♦ ♦ ♦ ♦

Ward–Auld–McGough–Joiner Family Feuds & Bushwhacking 1876–1896

The records presented earlier in these notes show the close and long-standing familial relationships between the Ward, Auld, and McGough families of the Bayou d'Loutre region east of Farmerville, referred to by locals as the *"Ward's Chapel Neighborhood"* by the 1900s. Numerous intermarriages connected the Ward, Auld, and McGough families, and they remained close throughout the nineteenth and twentieth centuries. Several incidents of conflict, including two violent ones, suggest a long-standing feud between the Wards, Aulds, and McGough families and that of Dempsey Joiner.

Born about 1810 in South Carolina, Dempsey Joiner raised his family in Conecuh County Alabama before moving to Union Parish in the mid-1840s and settling east of Farmerville, in Ward One, along the road leading from Farmerville to Port Union. Dempsey's youngest son was Sylvester Lavanius Joiner (Sil), born about 1845. The first documented conflict between the Joiners with these other families occurred in 1876. S. W. Winds won a judgement of $250 in the Ward One Justice Court against Sil Joiner. In April 1876, John T. Ward, acting in his capacity as the Constable of Ward One, executed the writ by seizing two mules from Joiner and advertising to auction them at the courthouse door in Farmerville in a few weeks. Dempsey Joiner sued Ward in the Union Parish Court, claiming that he owned the mules, not his son, and Dempsey requested an injunction against Ward from selling the mules. At the trial, the Parish Court ruled against Joiner, dissolving the injunction against Ward and ordering Ward to proceed with selling the mules. Joiner appealed to the Union Parish District Court in February 1877. Preparations for the trial began in April, but Dempsey Joiner's health apparently failed, incapacitating him during 1877. It appears that he died about 1878, and the case never went to trial [1].

We do not know if the squabble over Ward's seizure of the Joiner mules formed the only basis of the hard feelings between the families, or if perhaps other events in the 1880s added to the conflict. In any case, violence erupted in the summer of 1891. In that era, black sharecroppers had to sign contracts each growing season, where they agreed to fulfill their obligations and indebtedness to a farmer before moving to work on another farm. Local constables appointed groups of men to enforce contracts and punish violators. In May 1891, two McGough brothers and their brother-in-law, James M. and William Creath McGough and James Henry Auld, all close relatives of Constable John T. Ward, together with James R. Dawson went to Sylvester L. Joiner's farm to chastise several black workers living on his farm who had apparently caused some offence by not fulfilling their contracts [2].

The McGoughs, Auld, and Dawson went to Sil Joiner's farm about five miles east of Farmerville the night of Saturday, 30 May 1891, to confront the black farmer. Once finished, the group rode away. Meanwhile, Joiner and his son, Sidney Lee Joiner, had learned of the group's plans, and lay in wait along the road. About 10:00 p.m., just as the riders passed where the Joiners had concealed themselves, Sil Joiner fired his shotgun, delivering a full load of birdshot into Creath McGough's neck. Joiner immediately fired again, hitting Jim Auld in the back. Jim McGough and Dawson pulled their pistols and returned fired at the Joiners, but they missed, and the Joiners vanished into the woods.

The blast killed McGough almost instantly, and although the attack left Auld with 150 birdshot in his lower back, he was not seriously injured. Sylvester Joiner sent word to the sheriff that he would come to town and surrender on Sunday, but he apparently changed his mind. The sheriff issued arrest warrants and formed a posse that soon apprehended Sidney L. Joiner, but his father remained concealed in the woods east of Farmerville [3].

Sylvester L. Joiner remained in hiding and evaded the posse for the next two months, although many locals apparently knew his whereabouts. To avenge his brother's death, Jim McGough gathered several men in late July to waylay the Joiners. Their group included Jim Dawson, present when Creath was killed a few months earlier, as well as William J. Roan and Lawrence McGough, Jim and Creath's first cousin from Arkansas. James Auld accompanied the group, but did not actively participate, perhaps due to his lingering injuries. As Sil Joiner rode in his wagon with his son (presumably Sidney), the McGough group fired their double-barreled shotguns four times from their place of concealment about twenty-five yards from the roadside. The blasts hit Sil Joiner in the jaw, side, thigh, and leg, breaking his jawbone and nearly cutting his tongue in half. Several pieces of shot lodged in his neck, a wound his doctor initially thought would prove fatal [4].

All involved surrendered to the sheriff, who charged the McGoughs, Dawson, Roan, and Auld with *"shooting with intent to murder while lying in wait"* and trespassing, and he charged Sil Joiner with manslaughter. The District Attorney dismissed the charges against Auld, who apparently had little active involvement. At the joint trial for the McGoughs, Dawson, and Roan in February 1892, all pled not guilty on the attempted murder charge and requested a jury trial. After arguments, the jury returned a verdict of not guilty. At Sylvester Joiner's trial a few days later, he pled not guilty to manslaughter, and after arguments, the jury returned a verdict of not guilty [5].

Lingering resentment against Joiner may have led to his selling his farm near Farmerville and moving south along Bayou D'Arbonne into northern Ouachita Parish, settling near West Monroe. The increased distance did not ease the tensions between the Joiners and the extended Ward-

McGough families, however. During the drought of 1896, brothers John Martin and Leander Ward, nephews of John T. Ward who had conflict with the Joiners back in the 1870s, cut considerable timber in low-lying portions of their farms. Significant rainfall in November and early December caused flood waters to carry their timber downstream.

As the Ward brothers had carefully marked the timber before the D'Arbonne flood waters washed it downstream, they could clearly identify it. Sil Joiner and his son, Lott, pulled the Wards' timber from the D'Arbonne near West Monroe. John and Leander Ward, together with James R. Dawson and Tom Ashcraft, went searching for their timber and found it at the Joiners' place. Sil Joiner demanded a price for the return of the timber that the Wards found excessive. They hired an attorney, who sent Joiner an official notice that if he did not surrender the timber by a deadline for a fair price, they would file a lawsuit in the district court for piracy.

Apparently frustrated at Joiner's refusal to release their timber, the Wards and several associates armed with pistols and shotguns rode down to West Monroe intending to take their timber by force. Joiner had gathered his own group of heavily armed friends, and when the Wards' party arrived, it appeared that a shootout akin to the one in 1891 was imminent. The Wards eventually left, and later that day, Joiner filed charges against them for disturbing the peace and threatening to kill. They were arrested and summoned to appear for a hearing, where the local justice of the peace dismissed the charges.

The two groups still failed to agree on a compensation price for the timber, and so John M. and Leander Ward again went to West Monroe to collect their timber. Meanwhile, Joiner and his friends had armed themselves heavily and laid in wait, intending to ambush John and Leander Ward and their party. Suspecting their tactics, the Wards evaded the ambush and filed their own charges against the Joiners, who were then arrested pending action of the grand jury. The precise outcome is unclear, but the lack of additional newspaper notices implies that Joiner and the Ward brothers agreed upon a compromise [6]. With the Joiners now in Ouachita Parish, their decades-long conflict with the Ward, McGough, and Auld families appears to have dissipated [6].

♦ ♦ ♦ ♦ ♦ ♦

Notes

The Lives of Jack Ward and Betsy Scarborough

Biographical Sketches of Jack and Betsy Ward's Children

1. 1900 Union Parish LA Federal Census, Ward 1, Precinct 2, ED #116, p. 20b, Dwelling #34, line #69: Sarah A. Ward (born: Sep 1838; age: 61; mother; widowed, mother of 10 children; 6 children living). 1910 Union Parish LA Federal Census, Police J. Ward 7, ED #139, p. 209a/8, Dwelling #126, line #30: Elizabeth Ward (age: 71; widowed; mother of 10 children; 6 children living).
2. *"The Gazette"* (Farmerville, LA), 29 December 1926, p. 1, column 3.
3. *"The Gazette,"* 5 January 1927, p. 1, column 5.
4. *"The Gazette,"* 14 February 1912, p. 5, column 1.
5. *"The Gazette,"* 2 November 1898, p. 3, column 1.
6. *"The Gazette,"* 29 September 1926, p. 1, column 7.
7. *"The Gazette,"* 12 April 1916, p. 4, column 5.
8. *"Shreveport Journal"* (Shreveport, LA), 4 August 1927, p. 7, columns 1–2. *"Weekly Town Talk"* (Alexandria, LA), 6 August 1927, p. 10, column 2. *"The Gazette,"* 10 August 1927, p. 1, column 2. *"The Monroe News-Star"* (Monroe, LA), 9 August 1927. The article that appeared in Farmerville's *"The Gazette"* contained factual mistakes. June Ward was not driving the vehicle at the time of the accident, as reported by Parker family members and the other newspaper articles.
9. *"The Gazette,"* 9 June 1897, p. 3, column 1.
10. *"The Gazette,"* 24 May 1899, p. 3, column 1.
11. *"The Gazette,"* 6 June 1900, p. 3, column 2
12. *"The Gazette,"* 13 June 1900, p. 3, column 1.
13. *"The Gazette,"* 7 October 1908, p. 3, column 1
14. *"The Gazette,"* 7 November 1923, p. 2, column 5.
15. *"The Gazette,"* 31 July 1935, p. 1, column 5.
16. *"The Gazette,"* 1 Mar 1922, p. 5, column 1.
17. *"Monroe Morning World"* (Monroe, LA), p. 2, column 4.
18. *"The Gazette,"* 23 June 1920, p. 5, column 5.
19. *"The Gazette,"* 3 January 1923, p. 4, column 1.
20. Union Parish LA Marriage Book 17, p. 409 (Elza A. Brantley to Carrie McGough, 5 February 1912).
21. *"The Gazette,"* 29 September 1955, p. 1, column 5.
22. Union Parish LA Succession Book A, pp. 366–369 (Succession of Jesse Brantley). This document proves that Jesse Brantley was the son of Thomas Brantley.
23. *"The Gazette,"* 13 October 1926, p. 1, column 4.
24. Taylor/Liberty Hill Cemetery (Farmerville, Union Parish LA), tombstones of *"Janie Ward Wife of Jesse W. Brantley"* (23 Sept 1864–8 Oct 1926), *"Willie Brantley Love"* (11 Oct 1889–5 Nov 1969), *"Marion Oliver Love"* (1 Sept 1895–30 Aug 1967), *"Inf. Son of M.O. & Willie Love"* (17 Feb 1917), and *"Marion Jr. Son of M.O. & Willie Love"* (17 Jan 1920–4 Nov 1926). Edwards Cemetery (Farmerville, Union Parish LA), tombstone of *"Jesse Wilkie Brantley Sr."* (4 Oct 1849–9 June 1891).
25. *"The Gazette,"* 13 October 1926, p. 1, column 4. Louisiana Death Certificate #12892, 1926, Janie Ward Brantley, Union Parish. Records conflict regarding Cynthia Jane Ward's precise date of death. On her death certificate, Dr. J. G. Taylor stated that her death occurred on October 10th, but her tombstone and obituary state that she died on the 8th. It appears that Dr. Taylor erred in giving her date of death.
26. *"The Gazette,"* 10 November 1926, p. 1, column 2 and p. 2, columns 1–2.
27. *"The Gazette,"* 19 January 1898, p. 3, column 1.
28. *"The Monroe News-Star"* (Monroe, LA), 21 November 1961, p. 8, column 1.
29. *"The Monroe News-Star"* (Monroe, LA), 17 December 1951, p. 6, columns 3–4.
30. *"The Gazette,"* August 11 (p. 4, columns 4–5), October 20 (p. 4, columns 1–2), 1915, December 20, 1916 (p. 5, column 2), November 21, 1917 (p. 3, column 7).
31. *"The Gazette,"* 18 May 1938, p. 1, column 6.
32. *"The Corpus Christi Times"* (Corpus Christi, TX), 14 January 1966, p. 12, column 7.

The Bushwacking of James F. Malone at Jack Ward's Farm

1. Union Parish LA Police Jury Minutes, Book 1 (1839–1844) and Book 2 (1844–1846).
2. Antioch Cemetery (Farmerville, Union Parish LA), tombstone of *"James F. Malone"* (18 Mar 1827–9 Feb 1878). Compiled Military Service Records, James F. Malone, Co. E, 19th Louisiana Infantry Regiment, Civil War

(Confederate). Louisiana Confederate Pension Application #4907, LDS Film #4117616, Images #194–198: Susan Malone, widow of James F. Malone, filed 2 April 1909, Union Parish.

3. 1850 Union Parish LA Federal Census, p. 409a, Dwelling #940, line #4: *"Peyton Roan"* (age: 24; Farmer; born: *"Ala"*). 1870 Union Parish LA Federal Census, Ward 1, p. 18a, P.O. Farmerville, Dwelling #279, line #4: Peyton Roan (age: 45; Farmer; born: Alabama). Union Parish LA Marriage Book 3, p. 86: Peyton Roan to Leander Isabella *"Spigner,"* 31 January 1856.
4. For more details on the family of Jack Ward and Betsy Scarborouth, see the John Thomas Ward Biography.
5. Compiled Military Service Record, Mark Meek [Meeks] (private), Co. D, 37th Arkansas Infantry, Civil War (Confederate). 1860 Union County AR Federal Census, Johnson Township, P.O. Hillsboro, p. 237/27, Dwelling #171, lines:
   #15: Mark Meek – age: 28, Farmer.
   #16: Caroline Meek – age: 24.
   #17: Jno. S. Meek – age: 7.
   #20: *"Chas L. Meek"* – age: 1.

   1870 Union County AR Federal Census, Johnson Township, P.O. Hillsboro, p. 567a/26, Dwelling #197, lines:
   #1: Caroline Meeks – age: 37; Farmer.
   #2: John S. Meeks – age: 16.
   #3: Charles L. Meeks – age: 11

   His military record states that Mark Meeks died 12 October 1864 at the U. S. Military Prison located in Alton, Madison County, Illinois.
6. 1870 Union Parish LA Federal Census, Ward 1, P.O. Farmerville:
   p. 18a, Dwelling #279, lines:
   #4: Peyton Roan – age: 45; Farmer.
   #5: Lena Roan – age: 33; House Keeper.
   #6: Francis M. Roan – age: 12; Farm Labor.
   p. 18b, Dwelling #287, lines:
   #5: James F. Malone – age: 42; Farmer.
   #6: Susan H. Malone – age: 34; House Keeper.
   #7: Hesekiah W. Malone – age: 17; Farm Labor.

   1880 Union Parish LA Federal Census, Ward One, ED #84,
   p. 403a/28, line #28: *"Joe S. Meeks"* [sic – John] – age: 25; Farmer.
   p. 409a/40, lines:
   #6: John T. Ward – age: 44; Farmer.
   #7: Sarah E. Ward – age: 41; Wife; House Keeper.
   #19: Lucinda Flowers – age: 41; widowed; House Keeper.
   #20: Marion Roan – age: 22; son; Farmer
   #25: Susan Malone – age: 46; widowed; Farmer.
7. *"The Daily Picayune"* (New Orleans, LA), 23 February 1878, p. 2, column 1. *"The Richland Beacon"* (Rayville, LA), 2 March 1878, p. 3, column 3. *"The Donaldsonville Chief"* (Donaldsonville, LA), 9 March 1878, p. 1, column 1. Louisiana Confederate Pension Application #4907, LDS Film #4117616, Images #194–198: Susan Malone, widow of James F. Malone, filed 2 April 1909, Union Parish.
8. Union Parish LA District Court Minutes, Book 1878–1882, Case #924, State of Louisiana vs. Marion *"Roane,"* [sic] Murder, p. 24 (6 Apr 1878, indicted), p. 35 (11 Apr 1878, District Attorney Allen Barksdale and special state counsel Trimble & Rutland, Roane's attorneys Ellis & Killgore; Roane pleads not guilty and requests trial by jury), p. 40 (12 Apr 1878, evidence heard, jury retired, verdict: Not guilty, Roan discharged).
9. Union Parish LA District Court Minutes, Book 1878–1882, Case #927, State of Louisiana vs. J. T. Ward, et. al., Assault and Battery, p. 29 (9 Apr 1878, indictment and bond), pp. 70–72 (16 Oct 1878, David Nolan convicted of assault; Ward's case continued due to his illness); p. 73 (17 Oct 1878, Nolan sentenced to $15 fine or sixty days in jail); p. 95 (10 Apr 1879, District Attorney dropped charges against John S. Meeks, and jury found Ward and Charles Meeks not guilty). Union Parish LA Mortgage Book C, p. 514. Union Parish LA Unnamed Record Book, p. 60 (John T. Ward's oath of office as Constable of Ward One, 29 Dec 1875). Union Parish LA Court Records Book 1878–1879, pp. 74–75.
10. Union Parish LA Marriage Book 6, p. 449 (Francis M. Roan to Mrs. Nancy L. Ward, 21 December 1882).

Ward-Auld-McGough-Joiner Family Feuds & Bushwacking

1. 1840 Conecuh County AL Federal Census, p. 271a, Line #17: Dempsey Joiner. 1850 Union Parish LA Federal Census, p. 393b–394a, Dwelling #673: Dmpsey Joiner. 1860 Union Parish LA Federal Census, P.O. Cherry Ridge, p. 592/88, Dwelling #557: Dempsy Joiner. 1870 Union Parish LA Federal Census, Ward No. 1, P.O. Farmerville, p.

9a/24, Dwelling #152: Silvanus L. Joiner. Union Parish LA Mortgage Book C, p. 514. Union Parish LA Unnamed Record Book, p. 60. Union Parish LA Civil Suit #799: Dempsey Joiner vs. John T. Ward, Constable. Union Parish LA District Court Suit #2346. Union Parish LA Suits Book A-5, pp. 432–433. Union Parish LA District Court Minutes, 1878–1882, pp. 21, 48, 87. John T. Ward took the oath of office as Constable of Ward One on 29 December 1875.

2. 1880 Union Parish LA Federal Census, Ward One, ED #84, p. 400a/22, Line #16: Joseph McGough, and p. 409a/40, Line #6: John T. Ward. Union Parish LA Marriage Book 6, p. 138 and Book 8, p. 294. Robert A, James M, William Creath, and Savannah Harriet McGough were all children of Josephus McGough and Mary Ann Taylor. In 1880, Robert McGough married Sarah Ann Elizabeth, daughter of John T. Ward, and in 1890, Savannah H. McGough married James Henry Auld, the son of Ward's first cousin, James Washington Auld. Thus, three of the four men who rode to Sylvester L. Joiner's farm were close relatives of John T. Ward. Newspaper reports list the fourth man as *"James Dawson"* or *"Jim Dawson."* This is apparently James R. Dawson, son of Dudley W. Dawson and Martha Permelia Rabun.
3. *"The Times-Democrat"* (New Orleans, LA), 1 June 1891, p. 1, column 7. *"The Meridional"* (Abbeville, LA), 13 June 1891, p. 2, column 1. *"The Daily Picayune"* (New Orleans, LA), 15 June 1891, p. 1, column 4. These three Louisiana papers provide the most detailed and reliable articles. Newspapers across the country reprinted notices of this ambush, most with mistakes and misinformation. Here is a sampling: *"Lawrence Daily Journal"* (Lawrence, KS), 1 June 1891, p. 1, column 6. *"The Salt Lake Tribune"* (Salt Lake City, UT), 1 June 1891, p. 1, column 6. *"The Scranton Republican"* (Scranton, PA), 1 June 1891, p. 1, column 4. *"Lebanon Daily News"* (Lebanon, PA), 2 June 1891, p. 4, column 3. *"The State Chronicle"* (Raleigh, NC), 2 June 1891, p. 1, column 3. *"The Potter Enterprise"* (Coudersport, PA), 3 June 1891, p. 2, column 5. *"The Chicago Sunday Tribune,"* 14 June 1891, p. 18, column 1.
4. *"The Times-Democrat,"* 3 August 1891, p. 6, column 3. *"The Guardian-Journal"* (Homer, LA), 5 August 1891, p. 3, column 4. *"The Weekly Times-Democrat"* (New Orleans, LA), 7 August 1891, p. 10, column 5. We presume that the Lawrence McGough who participated in the waylaying of the Joiners was John Lawrence McGough, Jr. (13 Dec 1870–1938), the first cousin of James M. and William Creath McGough. John Lawrence McGough, Jr. was the son of John Lawrence McGough (28 Jan 1846–2 Mar 1910), the younger brother to Josephus McGough. They lived in Nevada County Arkansas (see 1900 Nevada County AR Federal Census, Emmet Town, p. 149a, ED #78, Sheet #20, Household #344: John L. McGough).
5. Union Parish LA District Court Minutes, Book February 1891–August 1892, pp. 503, 525, 549, 578, 589, 599–601, 613–615. Case #1695, State of Louisiana vs. James McGough, James Dawson, Lawrence McGough, William J. Roan and James Auld, *"shooting with intent to murder while lying in wait,"* indicted 10 August 1891. Bond of $2500 on August 14th. The charge against Auld was dropped on October 12th. Jury trial on 4 February 1892, with defendants' counsel of Everett, Thomas, and G. H. Ellis. Verdict of not guilty reached February 6th, and all defendants released. Case #1711, State of Louisiana vs. James Aulds, James McGough, and James Dawson, *"Tresspassing."* Charges dropped against Auld on 12 October 1891. James McGough and James Dawson pled guilty on that date, sentenced to a fine of $12 each plus costs, or 45 days in jail. Case #1718, State of Louisiana vs. S. L. Joiner, *"manslaughter."* Indicted 13 August 1891, bond of $2000. Trial and verdict of not guilty on 8 February 1892.
6. *"The Herald"* (Shreveport, LA), December 10 (p. 1, column 4: *"A Timber War"*) and 17 (p. 3, column 1: *"Monroe's Timber War"*), 1896. *"The Shreveport Times,"* December 10 (p. 2, column 2: *"Called With Guns"*), 12 (p. 2, column 1: *"From Over the State"*), and 17 (p. 2, column 3: *"Back to the Old Home"*), 1896. *"The Gazette,"* December 16 (p. 3, column 2) and 23 (p. 3, column 3), 1896. The outcome of the case against the Joiners is unknown.

♦ ♦ ♦ ♦ ♦ ♦