

# Dallas County, Texas Probate Cases 1846 – Early 1900's

Case Number 1745

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FILMED BY THE DALLAS GENEALOGICAL SOCIETY-1977

# 1745

FILMED BY THE DALLAS GENEALOGICAL SOCIETY-1977

NOTICE TO FILE EXHIBIT.-A. B. Aldridge & Co., Stationers, Printers and Book Binders, Dallas, Texas.

The State of Texas,

To the Sheriff or any Constable of Dallas County--GREETING:

YOU ARE HEREBY COMMANDED, To notify *W. L. Diamond*  
*Adm*  
of the Estate of *Emory C. Sweet decd*

by reading to *him* this writ, that at the last term of the County Court of said County an order was made requiring him forthwith to file his *Report*  
account, showing the condition of said Estate, and to show cause, if any he have, why a fine should not be adjudged against him for his failure to return the same at the proper time, as by law directed.

HEREIN FAIL NOT, but of this writ make due return, showing how you have executed the same.

Witness my hand and official seal at my office, in the City of Dallas,  
this *10* day of *May* A. D. 189*7*

A. S. *S. B. SCOTT*, Clerk,  
By *J. H. Suter* Deputy.

Dorsey Printing Co., Printers and Binders, Dallas, Texas.

No. 184--NOTICE OF APPLICATION FOR LETTERS OF ADMINISTRATION.

THE STATE OF TEXAS.

To all Persons Interested in the Estate of *Emory C. Sweet*  
Deceased.

*W. L. Diamond* has filed in the County Court of Dallas County,  
State aforesaid, an application for letters of Administration upon the estate of said decedent

*Emory C. Sweet*  
which application will be heard and acted upon by said Court, at the next term thereof, to be held at the Court House in the City of Dallas, County of Dallas and State of Texas and commencing on the first Monday in *March* 189*7*, at which time and place all persons interested in said Estate shall appear and contest said Application should they desire to do so.

WITNESS: L. H. HUGHES, County Clerk of Dallas County, Texas.

Given under my hand and the seal of said Court at office in the  
City of Dallas, this *16* day of *February* 189*7*

L. H. HUGHES,  
County Clerk, Dallas County, Texas.

By *A. S. Jackson* Deputy.

145

No. 2005

ESTATE OF  
*Emory O. Sweet*  
*Deed*

**NOTICE TO FILE EXHIBIT.**

Issued 10 day of May  
1897

S. B. SCOTT, Clerk.  
A. S. JACKSON, Deputy.

Came to hand on the 10 day of  
May 1897, and executed on  
the 12 day of May 1897,  
by reading the within notice to  
*Diamond* the within named

*Russ E. Babel*  
Sheriff Dallas County.  
By *W. A. Work* Deputy.

FEE:

Serving Notice,	- - - - \$	1.00
Mileage,	- - - -	10
Total,	- - - - \$	1.10

A. D. Aldridge & Co., Printers and Stationers, Dallas. AMT

145

No. 2005

COUNTY COURT.

ESTATE OF  
*Emory O. Sweet*  
Deceased

**Notice of Application for Letters  
of Administration.**

Issued this 16 day of February  
A. D. 1897

L. H. HUGHES,  
County Clerk.

By *A. Jackson* Deputy.

SHERIFF'S RETURN.

Came to hand the 16 day of Feb  
1897 and executed the 16 day of Feb  
1897, by posting up three copies of this writ at  
three public places in Dallas County, one of which  
was at the Court House door of said County, and  
no two of which were in the same town or city.

*Russ E. Babel*  
Sheriff, Dallas County.  
By *G. Hansen* Deputy.  
Dorsey Printing Co., Dallas, Tex. 1897

*G. Hansen*

NOTICE OF FILING FINAL ACCOUNT—ADMINISTRATOR.

THE STATE OF TEXAS,

To all Persons Interested in the Estate of  
*Emory C. Sweet*  
Deceased.

*W. L. Diamond* Administrator, has filed, in the County Court  
of Dallas County, his final Account showing the condition of said Estate, and  
asking that said estate be finally closed and that  
he be discharged from his trust, which Account  
will be heard at the next term of said Court, commencing on the *First*  
Monday in *March* A. D. 1896, at the Court House in the City of Dallas,  
at which time all persons interested in said Estate shall appear and contest said  
Account if they see proper.

WITNESS, L. H. HUGHES, County Clerk of Dallas County, Texas.

Given under my hand and the seal of said Court, at  
office in the City of Dallas, this *10<sup>th</sup>* day of

*February* A. D. 1896, I issued this  
*February 10<sup>th</sup> 1896,* L. H. HUGHES,  
County Clerk Dallas County, Texas.

By *A. S. Jackson* Deputy.

NOTICE OF FILING FINAL ACCOUNT.

The State of Texas.

To all persons interested in the estate of Emory C. Sweet, deceased:

W. L. Diamond, administrator, has filed in the County Court of Dallas County his final account showing the condition of said estate and asking that said estate be finally closed and that he be discharged from his trust, which account will be heard at the next term of said Court, commencing on the first Monday in March, A. D. 1896, at the courthouse in the city of Dallas, at which time all persons interested in said estate shall appear and contest said account if they see proper.

Witness: L. H. Hughes, County Clerk of Dallas County, Texas. Given under my hand and the seal of [ ] said Court, at office in the city of Dallas, this 10th day of February, A. D. 1896. Issued this, February 10th, 1896. L. H. Hughes, County Clerk Dallas Co., Texas. By A. S. Jackson, Deputy.

FILED BY THE DALLAS GENEALOGICAL SOCIETY-1977

FILED BY THE DALLAS GENEALOGICAL SOCIETY-1977

FILMED BY THE DALLAS GENEALOGICAL SOCIETY-1977

Don't doubt it, was a genuine piece of art. I was in Canada a few years ago and witnessed the crime made by a man and his accomplice. Why the man and his piece was there? I don't know. But I am sure it is a masterpiece. Don't miss it.

No. 2005

COUNTY COURT.

ESTATE OF

Emory P. Sweet

Deceased.

Notice of Filing Final Account.

10<sup>th</sup> day of

Issued this

February 1896

L. H. HUGHES, COUNTY CLERK.

By W. Jackson Deputy

White & Venable, Attorneys and Blank Book Makers, Dallas.

Subscribed at Dallas, Texas

The Court of said County of Dallas being by me duly sworn under oath that the within notice was published once a week for four weeks and also once before the persons in said County of Dallas in the Land Star, Presbyterian Church papers published in Dallas Texas of which I am Proprietor and I certify and subscribe upon me this 22 day of April 1896  
W. M. Warlick  
L. H. Hughes, Co. Dallas Co  
1701 Jefferson St.

FILMED BY THE DALLAS GENEALOGICAL SOCIETY-1977

FILED BY THE DALLAS GENEALOGICAL SOCIETY-1977

No. 2687

UNITED STATES OF AMERICA

\$500

State of Texas



Real Estate Bond

KNOW ALL MEN BY THESE PRESENTS, That I Emory C. Sweet of Kleburg, in the State of TEXAS, for value received and justly indebted to Norman P. Farris of Chester County, Missouri, the sum of Eight Hundred DOLLARS, which sum of money in New York Exchange I hereby promise to pay to the said Norman P. Farris or order on the first day of January 1901 at the First National Bank, Clinton, Missouri, with interest at the rate of Five PER CENT per annum from this date until due and if not paid when due to bear interest at the rate of Five per annum thereafter until the maturity of this bond being payable semi-annually on the 15th day of January in each year according to the terms of TEN Coupons of even date herewith attached to the bond and numbered from ONE to TEN inclusive, and payable at the said First National Bank, Clinton, Missouri.

THIS BOND is secured by a Deed of Trust of Real Estate situated in Dallas County and State of TEXAS, which DEED OF TRUST is duly recorded.



Emory C. Sweet



Dated at McHenry, in the County of Collin and State of Texas on the 25 day of October 1900.

500  
 No. 2687  
 The State of Texas, October 25, 1900  
 I, Emory C. Sweet, of the County of Kleburg, State of Texas, for value received and justly indebted to Norman P. Farris of Chester County, Missouri, the sum of Eight Hundred Dollars, which sum of money in New York Exchange I hereby promise to pay to the said Norman P. Farris or order on the first day of January 1901 at the First National Bank, Clinton, Missouri, with interest at the rate of Five PER CENT per annum from this date until due and if not paid when due to bear interest at the rate of Five per annum thereafter until the maturity of this bond being payable semi-annually on the 15th day of January in each year according to the terms of TEN Coupons of even date herewith attached to the bond and numbered from ONE to TEN inclusive, and payable at the said First National Bank, Clinton, Missouri.  
 THIS BOND is secured by a Deed of Trust of Real Estate situated in Dallas County and State of TEXAS, which DEED OF TRUST is duly recorded.  
 Emory C. Sweet

500  
 No. 2687  
 The State of Texas, October 25, 1900  
 I, Emory C. Sweet, of the County of Kleburg, State of Texas, for value received and justly indebted to Norman P. Farris of Chester County, Missouri, the sum of Eight Hundred Dollars, which sum of money in New York Exchange I hereby promise to pay to the said Norman P. Farris or order on the first day of January 1901 at the First National Bank, Clinton, Missouri, with interest at the rate of Five PER CENT per annum from this date until due and if not paid when due to bear interest at the rate of Five per annum thereafter until the maturity of this bond being payable semi-annually on the 15th day of January in each year according to the terms of TWELVE Coupons of even date herewith attached to the bond and numbered from ONE to TWELVE inclusive, and payable at the said First National Bank, Clinton, Missouri.  
 THIS BOND is secured by a Deed of Trust of Real Estate situated in Dallas County and State of TEXAS, which DEED OF TRUST is duly recorded.  
 Emory C. Sweet

REGISTERED BY BRINNEHOF & FARRIS THE PIONEER BROKERS CLINTON, MO.

FILED BY THE DALLAS GENEALOGICAL SOCIETY-1977

Examined & approved as a 3d class claim & ordered paid in due  
course of Administration July 1, 1895 - BARNHART CO. GUYTON

*Wm. H. ...*  
*John ...*



**UNITED STATES**  
**TEXAS**  
**REAL ESTATE BOND**

**\$ 800<sup>00</sup>**  
*Edward C. Smith*  
Due *January 1, 1896-97*  
PRINCIPAL AND INTEREST PAYABLE AT

**First National Bank,**  
CLINTON, MISSOURI

INTEREST PAYABLE  
**JANUARY and JULY 1st**  
OF EACH YEAR

PAY TO THE ORDER OF  
*Mrs. Nancy J. Randall*  
WITHOUT RECOURSE TO ME  
*Herman P. ...*

NEGOTIATED BY  
**BRINKERHOFF & PARIS,**  
DEALERS IN  
Real Estate Securities and other safe investments.  
CARTHAGE and CLINTON, MO.; and KENNEY, TEX.

Register. *P* Page. *8*

*Paid June 7th 1895*  
*J. H. Hughes ex adm.*  
*Darius G. Davis*  
*By Assignment*



*Herman P. ...*  
*Franklin ...*



SOCIETY-1977

FIGURED BY THE DALLAS GENEALOGICAL SOCIETY-1977

On July 1<sup>st</sup> 1895 at McKINNEY, Texas, Oct 25<sup>th</sup> 1890  
 the order of Martha P. Faris after date I promise to pay to  
John \_\_\_\_\_ DOLLARS.  
 for value received and payable at the office of BRINKERHOFF & FARIS, Clinton, Mo., with  
 interest from maturity at the rate of 12 per  
 cent. per annum, payable annually, and if interest be not paid annually, to become as princi-  
 pal and bear interest at the rate of twelve per cent. per annum.  
 P. O. Meiburg, Dallas Co. Tex.  
 Due July 1<sup>st</sup> 1895. E. G. Burnett  
 \$ 12<sup>00</sup>

W. B. BAYE PRINTER, 577 MAIN ST., DALLAS, TEXAS

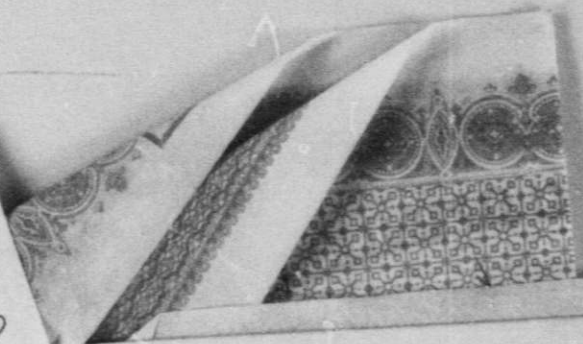


FILED BY THE DALLAS GENEALOGICAL SOCIETY-1977

Examined and approved  
as a clear claim  
and paid in full  
corner of Administration  
July 1st 1895  
C. J. Guage

Without receipt  
of  
Herman O. Faris

McKinney, Texas, *Oct 25<sup>th</sup>* 1890.  
the order of *Herman O. Faris*  
*Imbro*  
for value received and payable at the office of BRINKERHOFF & FARIS, Clinton, Mo., with  
interest from *maturity* at the rate of *12* per  
cent. per annum, payable annually, and if interest be not paid annually, to become as princi-  
pal and bear interest at the rate of twelve per cent. per annum.  
P. O. *Alburg Dallas Co Tex*  
Due *January 1<sup>st</sup> 1896*  
\$ *12.00*  
E. C. Dunt



FILED BY THE DALLAS GENEALOGICAL SOCIETY-1977

to

Forts Trust & Savings Co., or order  
without recourse

Harvard P. Farris

Examined & approved  
and ordered paid in due  
course of Administration  
as a 3<sup>d</sup> class claim  
July 1<sup>st</sup> 1895

J. F. Nash  
Co. Judge

Without receiving  
from Trust & Savings Co., or order.

The State of Texas, } SS.

County of Dallas—

KNOW ALL MEN BY THESE PRESENTS, That W. Emory C. Smart  
Sarah J. Smart of Dallas County, in the State of  
Texas—

in consideration of the sum of ONE DOLLAR, to — us — cash in  
hand paid by Harry L. Hunter — the receipt whereof is hereby  
acknowledged, and in further consideration of the indebtedness hereinafter men-  
tioned, and the credit given to — us — for the payment of the same, have Granted,  
Bargained, Sold and Conveyed, and by these Presents do Grant, Bargain Sell and Convey unto the said  
Harry L. Hunter — Trustee, and his successors in the trusts  
hereinafter set forth, all and singular, the property described as follows, viz:

One hundred and ten (110) acres of the N.  
J. Lewis Homestead survey in Dallas County  
Texas, on the waters of Hatfield creek, 10 miles  
S. E. of Dallas.

Beginning at the S. W. Corner of Noah New-  
mans 640. acre survey.

Thence South 653 1/8 vrs. Thence East 950 vrs.  
a stake in East line of said Lewis survey. —

Thence North 653 1/8 vrs. a stake. —

Thence West 950 vrs. to the place of beginning.

Containing 110. acres of land, less the right  
of way heretofore deduced to the Texas Trust  
Rail Way Company. —

This Deed of Trust is given and accepted  
Lombus subject to a former Deed of Trust  
for the sum of Eight Hundred (800) dollars.  
Wherein W. E. Hunter is Trustee and Noah  
Newman is Beneficiary.

FILED BY THE DALLAS GENEALOGICAL SOCIETY-1977

FILED BY THE DALLAS GENEALOGICAL SOCIETY-1977

Together with all and singular, the rights, members, hereditaments and appurtenances to the same belonging, or in anywise incident or appertaining.

**TO HAVE AND TO HOLD**, all and singular, the said premises unto him, the said Harry S. Hunter his successors and his or their assigns forever,

in trust, however, for the following purposes and upon the following conditions, viz:  
If the said E. C. & E. J. Smith shall well and truly pay off and discharge, at the maturity thereof, according to the tenor and effect thereof the promissory note made by Ernest C. Smith payable to the order of Herman P. Paris and described as follows:

One note for \$16.00 due July 1 1891. One note for \$12.00 due January 1 1892. One note for \$12.00 due July 1 1893. One note for \$12.00 due January 1 1893. One note for \$12.00 due July 1 1894. One note for \$12.00 due January 1 1894. One note for \$12.00 due July 1 1895. One note for \$12.00 due January 1 1895. One note for \$12.00 due July 1 1896. One note for \$12.00 due January 1 1896. All maturing the sum of \$124.00 and payable at the office of Ernest Hoff, Paris in Hunter Mo. So far 12% interest for annum from maturity.

then the said conveyance shall become null and void; but if default shall be made in the payment of said promissory notes or any of them when the same shall be due and payable according to the tenor and effect thereof, then the said Harry S. Hunter Trustee, or his successor in this trust, shall be and is hereby authorized and empowered, when requested so to do, by the holder of the said note or any of them, after such default, to sell the said property at public auction, for cash, at the door of the County Court House, in the City of Dallas in Dallas County, Texas, after having given public notice of the time and place of such sale by Some news paper published in Dallas Texas.

It is expressly agreed that in event a foreclosure is made to compel payment of these notes, that an attorney's fee of \$100, be added here-  
to for at least 20 days prior to the day

appointed for such sale; and after such sale to make to the purchaser or purchasers thereof, a good and sufficient deed in fee simple to the premises so sold, with the usual covenants and warrants, and to receive the proceeds of said sale which shall be applied as follows: First, to the payment of all necessary costs and expenses incident to the execution of said trusts, including a reasonable fee to the Trustees. Second, to the payment, rateably, of the said notes then unpaid principal and accrued interest (it being understood that when default shall be made in payment of any of said notes, all the others shall become at once due and payable, at the option of the holders thereof). Third, the remainder, if any there shall be after the payment of all said costs and expenses and the principal and interest of said notes, shall be paid to them the said Grantors or to their heirs or assigns.

The deed which shall be given by the said Trustee, or his successor, to the purchaser or purchasers at such sale, shall be prima facie evidence of the truth of all the recitals therein as to default in the payment of said note, the request of the said Trustee to sell, the advertisement of such sale, the proceedings at such sale, and the facts, if any, authorizing a substitute to act in the premises.

In case of death of the said Harry S. Hunter Trustee, or of his removal from the County of Henry Mo- or of his refusal or inability, for any reason, to make said sale or to perform said trusts, then, at the request of the holder of said note, or any of them, the then acting Sheriff of Dallas County, Texas, shall become the Trustee herein, as the substitute for said Harry S. Hunter and said substitute trustee shall thereupon succeed to all the estate, rights, powers and trusts hereinbefore granted to or vested in the said

Harry S. Hunter our hand, this 25<sup>th</sup> day of October A. D. 1890

Ernest Hoff  
Paris

Declassed  
July 1 2015

to all the estate, right, & interest of Harry L. Swett, this 25 day of [unclear] 1890

3d class claim  
Examined & approved by me July 1st 1895  
Saint [unclear]

The State of Texas, } ss.  
County of Dallas

Before Me, J O Prewitt a Notary Public  
in and for Dallas County, Texas, this day personally appeared

Emery C. Swett and  
Sarah J. Swett his wife met

known to me to be the person whose names are subscribed to the foregoing instrument of writing, and acknowledged to me that they executed the said instrument for the purposes and consideration therein stated. And the said Sarah J. Swett having been examined by me privately and apart from her said husband and having the same fully explained to her, she the said Sarah J. Swett acknowledged such instrument to be her act & deed and declared that she had willingly signed the same for the purposes & considerations therein expressed and that she did not wish to retract it.

Given Under my Hand and Seal of Office this 30 day of October A. D. 1890

J O Prewitt  
Notary Public in and for Dallas Co. Texas.

The State of Texas, } ss.  
County of Dallas

THIS CERTIFIES that the foregoing Deed, with its Certificate of Authentication, was duly recorded by me, on the 24 day of Nov. A. D. 1890, in Vol 40 Page 373 of the Records of Mortgages and Trust Deeds of Dallas County.

H B Scott  
County Clerk Dallas Co., Texas.  
By J E Sumner



DEED OF TRUST

The State of Texas,  
County of Dallas.

I do solemnly swear that the attached notes, in favor of myself against Emory C. Sweet, deceased, are just, and that all legal off-sets, payments and credits known to me have been allowed. I further swear that I am the owner of said notes, and that they are secured by a deed of trust lien, executed by Emory C. Sweet and wife, Sarah J. Sweet, on lands in Dallas County, Texas, being 110 acres of the W.J. Lewis homestead survey, on the waters of Hatfield creek, about ten miles south-east from Dallas.

Sworn to and subscribed before me  
Herman P. Paris, of the County of

Henry, State of Missouri by the said Herman P. Paris on this the 3<sup>rd</sup> day of June A.D. 1895.

Harry L. Hunter  
Notary Public  
Henry Mo

Said notes  
wells of Trust  
attached to this deed

will appear  
June 13/97

State of Texas }  
County of Dallas }

I hereby certify that Herman Paris has presented to me one note (or bond) for the sum of \$200.00, executed 25<sup>th</sup> day of Oct 1890 by Emory C. Sweet. Said bond has attached thereto two coupons for \$28.00 each due July 1895 and due Jan 1 1896. Also two small notes of \$12.00 each due July 1895 and Jan 1 1896. That said bonds will be due Jan 1 1896. That said notes are hereby allowed as a claim against the Estate of Emory C. Sweet deceased and allowed as a first Lien upon the above described land. Witness my hand and seal this 5<sup>th</sup> day of June 1895.  
H. L. Diamond Administrator



# DEED OF TRUST.

The State of Texas,  
County of Dallas } S. S.

This Deed, Made and entered into this 25<sup>th</sup> day of October  
eighteen hundred and Ninety by and between

George C. Trust and Sarah J. Trust his wife  
of the county of Dallas State of Texas, part is of the First Part,  
WILLIAM E. BRINKERHOFF, of the City of Carthage, in the County of Jasper, State of Missouri,  
party of the Second Part, and Herman O. Jarvis party of the Third Part.

**Witnesseth**, That the said part is of the First Part, in consideration of the debt and trust hereinafter mentioned and created, and of the sum of ONE DOLLAR, to them paid by the said party of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell, Convey and Confirm, unto said party of the Second Part, the following described Real Estate, situate, lying and being in the County of Dallas and State of Texas, to-wit:

*with a Trust Recipient Said notes*

One hundred and ten (110) acres out of the H. J. Lewis Homestead Survey in Dallas County Texas Patent No. 636 Vol. 16, on the waters of Hatfield creek about ten (10) miles South East from Dallas. - Beginning at the South West Corner of Noah Newman's 640. acre survey. Thence South 65 3/8 ins. Thence East 950. ins. a stake in East line of said Lewis Survey. Thence North 65 3/8 ins. a stake. Thence West 950. ins. to the place of beginning. Containing 110 acres of land less the right-of-way heretofore deduced to the Texas Great Railway Company.

None of the above lands being included in the homestead of any of the parties hereto, but same are free and clear of all, and every such claim.

**To Have and to Hold** the same, with the appurtenances, to the said party of the Second Part. And we do hereby bind ourselves and heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all, and singular, the said premises, unto the said party of the Second Part, his successors in this Trust, and to them and their grantees, and assigns against every person whomsoever claiming or to claim the same, or any part thereof.

DEED OF TRUST

of the First Part, has this day made, executed and delivered to the said party of the Third Part, one of the said part to to pay to the said Prima J. Paris for the following purposes: Whereas he promises to received, Eight Hundred (800) DOLLARS, on the 17 day of January 1886, with cost of New York Exchange and with interest from date at the rate of seven per cent. per annum until maturity and at the rate of ten per cent. per annum thereafter--said interest payable semi-annually on the first day of January and July, in each and every year, and represented, until the maturity of said Bond, by ten coupons attached to and of even date with said Bond, numbered from one to ten, inclusive, number one being for the sum of Twenty Eight (28) Dollars, and the other nine being each for the sum of Twenty Eight (28) Dollars, which, if not paid promptly when due, to draw interest at the rate of twelve per cent. per annum until paid, said Bond and Coupons being payable at the First National Bank, Clinton, Missouri.

**AND WHEREAS,** said part of the First Part covenant and agree with said party of the Third Part, his heirs or assigns: First, to pay off and discharge promptly all legal assessments of taxes on said property, whether general or special, as the same becomes due and payable; secondly, if so required, to keep the buildings on said premises insured in some good reliable Insurance Company, the policy for said insurance to be assigned to the Trustee herein for the benefit and use of the said party of the Third Part; his heirs or assigns; and to pay promptly the premiums of said insurance as the same become due; thirdly, in case of the payment of said taxes or said premiums for insurance by said party of the Third Part, his heirs or assigns shall become a debt due additional to the indebtedness aforesaid, and rate of twelve per cent. per annum; fourthly, to keep all of the improvements on said premises secured in like manner by this Deed of Trust; fifthly, to keep all of the improvements on said premises of every nature severer, whether buildings, fences, hedges or orchards, in as good or better condition, during the continuance of this loan, than they are at the date of application for same.

**NOW, THEREFORE,** if the said party of the First Part, or any one for them shall well and truly pay off and discharge the debt and interest expressed in said Bond and Coupons, and every part thereof, when the same become due and payable, according to the true tenor, date and effect of said Bond and Coupons, **THEN THIS DEED,** including the lease hereinafter set forth, **SHALL BE VOID,** and the property hereinbefore conveyed shall be released at the cost of the said party of the First Part; but should the said First Party fail or refuse to pay the said debt, or the said interest, or any part thereof, when the same or any part thereof shall become due and payable, according to the true tenor, date and effect of said Bond and Coupons (or in the faithful performance of any or either of said agreements as aforesaid), then it is hereby specially agreed that the whole debt shall become due and payable, and **THIS DEED SHALL REMAIN IN FORCE,** and the said party of the Second Part, or in case of his absence, death, refusal to act, or disability in anywise, the (then) acting Sheriff of Dallas County, Missouri, at the request of the legal holder of the said Bond and unpaid Coupons, may proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the highest bidder, at the Court House door, in the County of Dallas and State of Missouri, for cash, first giving twenty days' public notice of the time, terms and place of sale, and of the property to be sold, by advertisement in some newspaper published in the County of Dallas, and State of Texas, and upon such sale shall execute and deliver a Deed in fee simple of the property sold to the purchaser or purchasers thereof, and receive the proceeds of said sales; and any statement of facts or recital by the said Trustee in relation to the non-payment of the money secured to be paid, the advertisement, sale, receipt of money, and the execution of the Deed to the purchaser, shall be received as prima facie evidence of such facts; and such Trustee shall, out of the proceeds of said sale, pay, first, the cost and expense of executing this trust, including Eighty (80) Dollars attorneys fees, and the legal compensation to the Trustee for his services; and next, all amounts expended as aforesaid for taxes, insurance or other purposes, with interest as above mentioned, and, next, the said Bond and Coupons, or so much thereof as remains unpaid, and the remainder, if any, shall be paid to the said party of the First Part, or their legal representatives. And the said party of the Second Part covenants faithfully to perform and fulfill the Trust herein created, not being liable or responsible for any mischance occasioned by others.

And the said party of the Second Part hereby lets said premises to said E. C. Paris party of the First Part, until a sale be had under the foregoing provisions thereof, upon the following terms as conditions thereof, which are accepted by the party of the First Part, to-wit: the said E. C. Paris and every and all persons claiming or possessing such premises, and any part thereof, by through or under them shall and will pay rent thereof, during said term, at the rate of one cent per month, payable monthly,

copy of Trust Agreement said notes attached to this affidavit

for E. C. Paris  
Jas. W. Allen  
Thas  
ag  
20  
Jan

upon demand, and shall and will surrender up peaceable possession of said premises and any and every part hereof, sold under said provisions, to said party of the Second Part his successors, assigns, or purchaser thereof, under such sale within ten days after the making of such sale, and without notice or demand therefor.

**In Witness Whereof,** The said parties have hereunto set their hands and seals this day and year first above written.

Signed, Sealed and Delivered in Presence of us,

Emory C. Smith Seal  
Sarah J. Smith Seal  
 Seal  
 Seal

THE STATE OF TEXAS.  
 County of Dallas

BEFORE ME, J. O. Pruitt a Notary Public,  
 within and for the said County and State, on this day personally appeared Emory C. Smith his wife  
 and Sarah J. Smith and

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Sarah J. Smith having been examined by me privily, and apart from her husband, and having the same fully explained to her, she, the said Sarah J. Smith acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given Under My Hand and seal of office, this 30 day of October - A. D. 1890.  
J. O. Pruitt  
 Notary Public in & for Dallas County, Texas.

THE STATE OF TEXAS.  
 County of \_\_\_\_\_

BEFORE ME, \_\_\_\_\_  
 within and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person  
 whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.  
 And the said \_\_\_\_\_ further declared  
 to be single and unmarried.  
 Given Under My Hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 188\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ County, Texas.

THE STATE OF TEXAS.  
 County of Dallas

This Certifies, That the foregoing Deed was filed for record on the 31st day of October 1890, at 11:30 o'clock A.M., and duly recorded in Book 44, Page 554 Record of Deeds, etc., Dallas County, Texas, on the 11th day of Nov. A. D. 1890.  
 Witness my official seal and signature, at my office, in Dallas the date last above written.

T. B. Scott  
 County Clerk, Dallas County, Texas.  
 By J. O. Pruitt Deputy.

Needs of Trust Accounting said notes attached to this app. sent  
 Examined & approved me 29-1-90  
 J. O. Pruitt

**TRUST DEED.**

FROM

*Emory C. Smith* (and)  
*Sarah J. Smith his wife*

TO

WM. E. BRINKERHOFF, TRUSTEE

FOR USE OF

*Norman P. Faris*

*10-26-90-11-10-90-49-589*

ESTABLISHED 1867.

**BRINKERHOFF & FARIS,**

**LOAN BROKERS,**

MONEY LENT AT BEST RATES, SECURED

BY REAL ESTATE MORTGAGE.

CARTHAGE AND CLINTON, MO.,  
AND MCKINNEY, TEX.

Filed for record on this *31* day of

*October* A. D. 18*90*

at *11:30* o'clock *PM* minutes.

*S. B. Best*  
County Clerk.

by *T. B. Salmons*  
Deputy.

*L. B. Hughes, County Clerk*  
*L. B. Hughes*

JUN 7 1898

FILED

In the matter of the estate of  
Emory C. Sweet, deceased, W.L.  
Diamond, Administrator

: In the Probate Court, Dal-  
: las County, Texas.  
: 1  
:

-----  
Your petitioner, W.L. Diamond, would respectfully show to the court, that heretofore, to wit: on May 13th, 1885, he filed a petition praying for an order of sale of certain property upon which there were liens, and he now comes and asks leave of the court to file his amended petition, and would show to the court that the property which has come to the knowledge of your petitioner belonging to the estate of deceased, was appraised by the commissioners appointed for that purpose at the sum of \$1200.00, the same being a certain tract of land containing 110 acres, fully described by said appraisers in their report.

Petitioner represents to the court that Herman P. Faris is the owner of two mortgages on said property, one for the sum of \$300.00, with accumulated interest, and one for \$24.00, the second being what is known as commission notes growing out of the first loan.

He represents further, that in order to discharge the said loans he has been making an effort to sell the property, and that he has been co-operating with Mrs. Lindsey, widow of deceased, and a purchaser has been procured who is willing to pay what petitioner believes to be a fair price for the property, provided an arrangement can be made whereby he can purchase the same, making a small cash payment and executing a note in the sum of \$300.00, for the balance of the purchase price on said land.

Petitioner would further show that the owner of the first mort-

(2)

gage has consented to carry as much as eight hundred dollars on the property for the purchaser thereof, and that the only equity remaining in the property would thereupon be paid over as cash for the benefit

of the wife and children of the deceased.

Wherefore he prays that he be allowed to sell the said property at private sale in order to discharge the present indebtedness, upon the terms heretofore set forth in this petition. In petitioner's opinion it is the best price that can be obtained for the property, and the sale would be an advantageous one, for the reason that a greater price can be realized where only a small cash payment is required.

Wherefore he asks that the court enter an order permitting him to make private sale, as hereinbefore specified.

Administrator

By Alexander Clark  
+ Hull  
attys

FILMED BY THE DALLAS GENEALOGICAL SOCIETY-1977

No 2005

In the matter of the  
Estate of Emory C Sweet  
Decd. W L Diamond  
Admr

Amended Application  
for sale of real estate

FILED

JUL 8 1895

L. N. HUGHES, County Clerk,  
By *W. J. Newman* Reporter

Recorded

FILMED BY THE DALLAS GENEALOGICAL SOCIETY-1977

In the matter of the Estate : In the Probate Court of  
of Emory C. Sweet, Deceased, :  
*No 2005* W.L. Diamond, Administrator. : *Saturday July 8th 1895*  
Dallas County, Texas

This cause coming on to be heard at this time upon the petition heretofore filed, and the amendment thereto, by the Administrator, W.L. Diamond, wherein he asks for an order of sale of the ~~land~~ <sup>following</sup> described *in a Dallas Co. Tex. Here describe property* ~~in the report of the appraisers and in the petition recited~~, for the purposes of paying off mortgages;

And it appearing to the court that a necessity exists for the sale of the same to discharge the said mortgages now existing upon the said property; it is hereby ordered that the administrator, W.L. Diamond be and he is hereby permitted to make private sale of the property above described, at the best possible price, but the sale is not to be made for a less figure than \$1100.00. Said administrator is permitted to make said sale either for cash or for one note of \$800.00 due in one year, and the remainder for cash; provided the owner of the mortgages at this time is willing to accept said eight hundred dollar note in settlement of the now existing mortgages; and said administrator is ordered to make report of said sale to this court *in accordance with J. J. Nash Co. Judge W. L. Diamond*

*Remover*



# The State of Texas,

To All Persons Interested in the Estate of

Emory C. Sweet

Deceased.

W. L. Diamond, Administrator

of said Estate,

has filed, in the County Court of Dallas County, an application for the sale of certain lands belonging to said Estate for the payment of the debts due of the following description, to-wit:

A certain tract of land lying in Dallas County, containing 110 acres and described in the inventory of said estate as follows:

110 acres of land of the W. J. Lewis Homestead survey in Dallas County, Texas, on the waters of Hatfield Creek 10 miles S. E. of Dallas.

Beginning at the S. W. corner of the Noah Newman 640 acre survey. Thence South 653 1/8 vrs. Thence East 950 vrs. a stake in East line of said Lewis survey. Thence North 653 1/8 vrs. a stake. Thence W. 950 vrs. to beginning, less the right of way heretofore deeded the Texas Trunk Railway Company,

which application will be heard at the next regular term of said Court, commencing on the First Monday in July A. D. 1895, at the Court House in the City of Dallas, at which time and place all persons interested in said Estate shall appear and contest said application, and show cause why such sale should not be made, should they choose to do so.

WITNESS: L. H. HUGHES, County Clerk of Dallas County, Texas.

Given under my hand and seal of said Court, at office in the City of

Dallas, this 31st day of May A. D. 1895.

L. H. HUGHES,

County Clerk Dallas County, Texas.

By

*A. S. Jaeger*

Deputy

143

No. 2005

COUNTY COURT.

ESTATE OF

Emory O. Sweet

Deceased.

Notice of Application for Sale of Real Estate.

Issued this 21<sup>st</sup> day of May  
A. D. 1895

L. H. HUGHES, Co. Clerk.

By *A. Jacissm* Deputy.

SHERIFF'S RETURN.

Came to hand on the 31<sup>st</sup> day of  
May 1895, and executed  
the 31 day of May 1895  
by posting up three copies of this writ at three  
public places in Dallas County, one of which  
was the Court House door of said County, and  
no two of which were in the same town or city.

*Ben E. Cabell*  
SHERIFF, DALLAS COUNTY.

By *J. F. Larsen* Deputy.

A. D. ALBING & CO., PRINTERS, DALLAS.

*Types \$3.00  
Recorded.*

LAW OFFICES OF  
ALEXANDER, CLARK & HALL,  
ROOMS 1, 2, 3 AND 4,  
NATIONAL BANK OF COMMERCE BLDG.

W. M. ALEXANDER,  
W. H. CLARK,  
W. L. HALL.

DALLAS, TEXAS, Dec 13<sup>th</sup> 1895

W. L. Diamond Administrator  
of the Estate of E. C. Sweetwood  
To  
Alexander Clark & Hall or  
To Services as attys in Administration  
of Estate of said E. C. Sweetwood  
\$110

Amount allowed as claim against  
the said estate

W. L. Diamond  
Administrator

Examined & approved Dec 31<sup>st</sup> 1895  
J. F. Nash

Receipt Payment to Judge

Alexander Clark & Hall  
Dec 31 1895

In the matter of the Estate : In the Probate Court of  
 of Emory C. Sweet, deceased. : Dallas County, Texas  
 W.L. Diamond, Administrator. :

To the Honorable Judge of the County Court:

Your petitioner would respectfully show to the court,  
 that in the statement filed with his final account, wherein he asked  
 to be discharged, that there remained in his hands the sum of \$22.75,  
 that the balance of the court costs, as per bill presented to him by  
 the Clerk of your Honor's court, and paid on June 4th, 1898, was \$10.55  
 leaving in his hands \$11.22.

As there is nothing further to be done he asks that he be dis-  
 charged, and that the assets in his hands, as he is informed and  
 believed, belong, one-half to Mrs. S. Lindsey- and the other half of  
 this amount would belong to the children of Mrs. S.J. Lindsey, and  
 petitioner is informed that she needs the money for the support of  
 her children, and as the amount is very small he asks that in the dis-  
 tribute: he be allowed to pay the whole amount over to Mrs. S.J.  
 Lindsey, and that he be finally discharged.

*Alexander Clark Hall*  
 Attorneys for W.L. Diamond, Adm'r

*Examined and approved and approved and approved  
 all costs of filing account of W.L. Diamond  
 for balance of the estate in his hands  
 June 21 1898  
 J. T. [unclear]  
 Clerk of Court*

To the Honorable Judge of the County Court:

Your petitioner would respectfully show to the court, that in the statement filed with his final account, wherein he asked to be discharged, that there remained in his hands the sum of \$22.76, that the balance of the court costs, as he requested to him by the Clerk of your Honor's court, and paid in the year 1896, was \$10.25, leaving in his hands \$12.51.

As there is nothing further to be done he asks that he be discharged, and that the assets in his hands, as he is informed and believed, belong, one-half to Mrs. S. J. Lindsey - and the other half of this amount would belong to the children of Mrs. S. J. Lindsey, and petitioner is informed that she needs the money for the support of her children, and as the amount is very small he asks that in the discharge he be allowed to pay the whole amount over to Mrs. S. J. Lindsey, and that he be finally discharged.

FILED May 17 1899  
 A. S. JACKSON  
 County Clerk, Dallas County, Tex.  
 By *[Signature]*

*Recorded*

*Attorneys for W. I. Diamond, Adm'r*

Examined and approved and the Adm'r is hereby discharged upon payment of all costs + filing receipt of Mrs. L. J. Lindsey for balance of the Estate in his hands  
 June 6<sup>th</sup> 1896  
 J. F. Bush  
 Clerk of Court  
 11-572

In the matter of the Estate : Pending in the Probate  
of E.C.Sweet, deceased, : Court, Dallas County,  
W.L.Diamond, Administrator. : Texas

Now comes W.L.Diamond, Administrator herein, and shows to the court, that, in accordance with the order of this court heretofore entered and made, that he has made a private sale of the property hereinafter described, to Duncan Lanikin, of the property described as follows:-

One hundred and ten acres of land, of the W.J.Lewis homestead survey in Dallas County, Texas, on the waters of Hatfield Creek, ten miles south-east of Dallas:

Beginning at the S.W. corner of Noah Newman's 340 acre survey; Thence south 653 <sup>1/8</sup> varas. Thence east 950 varas, a stake in East line of said Lewis survey. Thence north 653 1-8 varas, a stake. Thence west 950 varas, to the place of beginning; containing 110 acres of land, less the right-of-way heretofore ceded to the Texas Trunk railroad.

The amount for which said sale was made being \$300.00 cash and a note of \$800.00, to be paid in one year, to bear interest from date at the rate of ~~ten~~ <sup>payable semiannually</sup> per cent per annum; that this sale was made in accordance with said order of this court authorizing the same, the said order having been made and entered on the sixth day of July, 1895.

Petitioner would show to the court that the amount for which said sale was made was the best price obtainable for the property, and, in petitioner's opinion, is a fair valuation, and that said sale has been fairly made:

of which the executor named in the will of the deceased  
 is to give effect to the order of the court in the  
 will of the deceased, and the executor named in the  
 will of the deceased, to give effect to the order of  
 the court in the will of the deceased.

W. L. Dinnance, Executor  
 of the will of the deceased,  
 in the matter of the Estate

Lexie  
 County of Dallas County,  
 Texas

*Handwritten text, possibly a signature or note, partially obscured by a horizontal line.*

( 2 )

Wherefore petitioner prays that said sale be confirmed, and  
 that he be permitted to make a deed of said property to the said

Duncan Lanekin.

*Vertical handwritten notes:*  
 Done  
 by  
 6

*W. L. Dinnance*  
 Administrator.

Subscribed and sworn to before me  
 this 26th day of July, 1895.

FILED  
 JUL 27 1895

*W. H. Mansfield*  
 Notary Pub Dallas Co Tex

*[Faint, mostly illegible text from the reverse side of the document]*

*To  
Cut of Emory  
Sweet, Decd,*

*Report of Sale,*

**FILED**  
JUL 26 1895

*[Handwritten notes and signatures, including "Recorded 7" and "J. H. ..."]*

*[Faint text, possibly "Danson ..."]*

*[Faint text, possibly "Please out of ..."]*

*(3) The order is regular form as in  
Book, K6 - page 589  
The within report of Sale examined the  
sale is confirmed and the administrator  
ordered to make conveyance in compliance  
with terms of Sale by purchaser  
Aug 2nd 1895 J. H. Ash Co Judge*



The State of Texas,  
County of Dallas.

To the Honorable Judge of County Court:

The undersigned, Sarah J. Lindsey, formerly the wife of Emory C. Sweet, now deceased, hereby waives her right to administer upon the estate of Emory C. Sweet, her late husband, and requests your Honor to appoint W.L. Diamond administrator of the estate of said Emory C. Sweet.

Witness my hand this 20 day of February, 1895.

*S. J. Lindsey*

In the matter of the Estate  
of Emory C. Sweet, Dec'd  
W.L. Diamond, Administrator

In the County Court of  
Dallas County, sitting  
in Probate

Your petitioner, W.L. Diamond, Administrator, would respectfully show to the court that the appraisers of the estate of Emory C. Sweet, deceased, have appraised the property which has come to the knowledge of petitioner and which belonged to the estate of deceased Emory C. Sweet, in the sum of \$-1200---, the same being a certain tract of land lying in Dallas County, containing 110 acres and described by said appraisers in said report.

Petitioner represents to the court that there are two mortgages on said property, one for \$800.00 with some accumulated interest and one for \$24.00, being what is known as the second or commission notes, and growing out of the said \$800.00 loan. He further represents that the widow of the deceased, now Mrs. Lindsay, has been co-operating with petitioner in order to procure a sale of the land, so that the mortgages might be paid off and obtain, if possible, a small excess for the use of herself and minor children, who are in need of funds for their living.

Petitioner would show that a purchaser has been found who would assume the first mortgage of \$800.00 and the accumulated interest since 1 day of Jan. 1895, and also the second mortgage which amounts to \$24.00, and in addition thereto petitioner is informed and believes, will pay the sum of \$300.00 in cash, making the total sum of about the value of the property as appraised. The party holding the mortgages, Herman P. Paris, has consented to carry the same, and



# 2005-

In the matter of the  
Estate of  
Emory C. Dwork  
Deed

Application for sale  
of real estate.

FILED May 13

By W. Jackson

See 7/31/95

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of office at Dallas, Texas, this 13th day of May, 1977.

W. Jackson, Clerk of the Court

( 5 )

In the matter of the Estate : In the County Court of  
of E.C. Sweet, Deceased. : Dallas County, sitting for  
W.L. Diamond, Administrator : probate matters.

W.L. Diamond, Administrator of the estate of E.C. Sweet, deceased would respectfully show to the court, that on or about the 26th day of July, 1895, he, as administrator, filed with the clerk of this court, a report of the sale to Duncan Lankin, of the property described in said order; said sale being made for the sum of \$1100.00, \$300.00 cash and a note for \$800.00.

That said sale was, on the 2nd day of August, 1895, approved by this court, and a conveyance ordered to be made. That said conveyance was duly executed and a deed delivered to said Duncan Lankin.

That out of the proceeds arising from said sale your Administrator was compelled to pay \$40.00 interest on a mortgage held by Herman P. Paris on said property; and the said Herman P. Paris accepted for the balance of his principal debt, the \$800.00 note which was executed by said Duncan Lankin, and the said note was duly transferred to the said Herman P. Paris in satisfaction of said debt against the estate of E.C. Sweet, deceased.

That the balance left in the hands of Administrator was \$200.00; and he reports that the court fees not due in carrying out said administration, amounts to the sum of \$-----; that he has been compelled to have counsel in the administration of the estate, and that in so doing he has incurred an expense of \$140.00, due to Alexander, Clark & Hall, who have acted as his attorneys herein; that a fair compensation for his services in acting as administrator and attending to the

IN PROBATE COURT OF THE COUNTY OF DALLAS, TEXAS  
IN THE ESTATE OF E. C. SWEET, DECEASED  
J. F. FARRIS, Administrator

( 2 )

sale of said land, and winding up said business would be the sum of  
\$-110<sup>00</sup>..

Your administrator herewith submits the account of said  
Alexander, Clark & Hall by him as administrator duly approved and  
he further submits his account for interest paid H.P. Farris as afore-  
said, with his claim against said estate for services as administrator  
up on which, he asks the Court approval.

*W. L. Diamond*  
-----  
Adm's Estate E.C. Sweet, Dec'd

*Examined and approved Dec 31<sup>st</sup> 1895*  
*J. F. Nash*  
*Co. Judge*

FILED BY THE DALLAS GENEALOGICAL SOCIETY-1977

FILED BY THE DALLAS GENEALOGICAL SOCIETY-1977

2005

In Re Estate of  
Emory C. Sweet  
Deed,

W.L. Diamond, Adm'r

application for allow-  
ance of atty's fees and  
to adm'r for expenses  
or

FILED <sup>claim 9th</sup> Dec 19th 1895  
L. H. HUGHES, Clerk County Court.

BY A. Jackson  
DEPUTY

approved  
Dec 31 1895  
J. H. Nash  
Co. Judge

L-183

-----  
The State of Texas, :  
County of Dallas. :  
-----

Know all men by these presents, that, where-  
as, W.L. Diamond, has been duly appointed by the County Judge of Dallas  
County, Texas, Administrator of the estate of Emory C. Swift,  
deceased, lately of Dallas County, Texas;

Now, therefore, we the said W.L. Diamond as principal, and  
Amos P. Jarvis and J. M. Evans as sureties,  
acknowledge ourselves held and firmly bound unto the County Judge of

Dallas County and his successors in office, in the sum of Two Thousand  
Dollars (\$2000.00); conditioned, that the said W.L. Diamond will well  
and truly perform and discharge all the duties required of him as  
Administrator, under said appointment, then this obligation shall be  
null and void, otherwise to remain in full force and effect.

Witness our hands, this the \_\_\_\_\_ day of March, A.D. 1895.

W.L. Diamond  
Amos P. Jarvis  
J. M. Evans

The State of Texas,  
County of Collin, ) I Jno. A. Walden, Clerk of the County court in and  
for said county and state, do hereby certify that the foregoing bond  
is a good and solvent bond, and that the sureties thereon are solvent  
and ample security for the amount therein stated, <sup>and if same was</sup>  
<sup>presented to me for approval of court, the same</sup>  
Given under my hand and seal of office this the 20th day of  
April 1895.

J.A. Walden  
Clerk County court Collin  
county Texas.  
by E.H. Ken Deputy.



FILED BY THE DALLAS GENEALOGICAL SOCIETY-1977

FILED BY THE DALLAS GENEALOGICAL SOCIETY-1977

Approved  
May 7<sup>th</sup> 1895  
K6 J. F. Nash  
420 Co. Judge

FILED

MAY 7 1895

L. S. NICHOLS, County Clerk  
By J. S. Jackson  
DEPUTY.

Recorded

### INVENTORY AND APPRAISEMENT

Of the property, real and personal, belonging to the estate of Emory S.

Sweetmeats

One Hundred and ten (110) acres of land of the W. Lewis Homestead Survey in Dallas County Texas on the waters of Hatfield Creek 10 miles S.E. of Dallas. Beginning at the S.W. Corner of the Nash No. 699 acre Survey thence South 65 3/8 degrees thence East 950 ft. a stake in East line of said Lewis Survey thence North 65 5/8 degrees a stake thence W 950 ft. to beginning less the right of way heretofore needed the Texas & North. Railway Company & we appraise the above described property at Twelve hundred dollars.

The State of Texas, }

County of Dallas. }

I, N. L. Diamond, Administrator

of the above named Estate, do solemnly swear that the foregoing is a true, full and complete Inventory of all the property, real and personal, belonging to said Estate, that has come to my knowledge.

N. L. Diamond

Sworn to and Subscribed before me, this 30 day of April A. D. 1895

L. B. Hughes Clerk Co. Court,

By T. Jackson Deputy.

The State of Texas, }

County of Dallas. }

Before the undersigned authority, this day personally appeared E. J. Lewis & R. B. Robinson Appraisers of the above named Estate, heretofore appointed by the Court, and each being duly sworn, says that the above and foregoing is a just and true appraisement of the property pointed out to them as belonging to said Estate.

E. J. Lewis  
R. B. Robinson

Sworn to and Subscribed before me, this 30 day of April A. D. 1895

J. W. Benton Justice of the Peace,  
of Dallas Co. Texas



Estate of A. Sweet Dec. and  
In Probate Court  
Dallas Co Texas

J. M. L. Diamond, Administrator  
by Sept 9 1895

To Intent paid H. P. Farris

on loan of \$100 \$40<sup>00</sup>

To 5 per cent on \$1000 new \$5<sup>00</sup>

" " " " " Paid out \$5<sup>00</sup>

\$150<sup>00</sup>

Examined & approved  
Dec. 31<sup>st</sup> 1895

J. H. Ash  
Co. Judge

Rec'd payment  
Dec 31. 1895 M. L. Diamond

-----  
: THE STATE OF TEXAS, :  
: :  
: COUNTY OF DALLAS. :  
: :  
-----

To the Honorable T.F.Nash Judge Probate  
Court, Dallas County, Texas.

Your petitioner, W.L.Diamond, a resident citizen of Dallas  
County, Texas, respectfully represents; that he is the agent of Herman  
P.Faris; that heretofore, to wit: <sup>in about</sup> on the 1 day of Jan 1893  
in said County of Dallas, Emory C.Sweet, then a resident citizen  
of Dallas County, Texas, departed this life, and that he, the said  
Emory C. Sweet, decedent, at the time of his death, owned property in  
this State, situated in Dallas County, real and personal, of the  
probable value of \$1000.00, and that the condition of said estate  
requires the supervision of this court.

Your petitioner further represents that said decedent, so far  
as your petitioner knows and believes, died without making any test-  
amentary disposition of his estate, and petitioner is the agent of  
Herman P.Faris, and that said Herman P.Faris is a creditor of said  
Emory C.Sweet, deceased; that petitioner is not disqualified for  
administration upon said estate; wherefore, he files this his applica-  
tion in terms of law, and prays that due notice thereof be given;  
and your petitioner further asks that at the next term of your Honor's  
court for probate purposes in said County, that letters of adminis-  
tration upon the estate of said Emory C.Sweet, deceased, be granted to  
him.

*W.L.Diamond*  
-----

FILMED BY THE DALLAS GENEALOGICAL SOCIETY-1977

# 2005

In the matter of the Estate  
of Emory C. Welch, Decd

Application of W L Diamond  
for letters of Administration

FILED

FEB 15 1895

L. N. HUGHES, County Clerk,  
By *W. L. Diamond* DEPUTY.

Application granted and  
W L Diamond appointed  
Administrator giving Bond  
in sum of \$2000.00  
J. F. Hill, R. B. Robinson  
& E. Lewis, appraisers  
Mar 9<sup>th</sup> 1895 J. F. Nash  
Co Judge

FILMED BY THE DALLAS GENEALOGICAL SOCIETY-1977

In the matter of the Estate of : In the Probate Court,  
E.C. Sweet, deceased, W.L. : Dallas County, Texas  
Diamond, Administrator. was duly appointed by the court and conducted the

Now comes W.L. Diamond, Administrator of the estate aforesaid,  
and renders this his final account, and shows to the court, that the  
property that came into his hands as administrator of said estate,  
was as follows:-

One hundred and ten acres of the W.J. Lewis survey in Dallas  
County, on the waters of Hatfield creek, ten miles S.E. of Dallas.  
Beginning at the S.W. corner of Noah Newman's 640 acre survey.  
Thence S. 653 1-8 varas. Thence E. 950 varas, a stake in the East  
line of said survey.. Thence N. 653 1-8 varas, a stake. Thence west  
950 varas, to the place of beginning. Containing 110 acres of land,  
less the right of way heretofore deeded to the Texas Trunk Railroad  
Company.

That said property, at the time it came into his possession,  
incumbered in the sum of \$800.00 principal, with \$40.00 accumulated  
interest thereon.

That under the directions of this court, to which reference is  
here made, he was ordered to dispose of said property to pay said  
indebtedness. That thereafter he made a sale of said property for  
the sum of \$1100.00, which was duly reported to the court. That said  
sale for \$1100.00 was one note of \$800.00 and cash amounting to \$300.00  
and that said note of \$800.00 was turned over to the holder of said  
mortgage on said property in liquidation of his principal debt, and  
\$40.00 of said \$300.00 cash payment was paid over for interest due  
upon said debt.

That out of the remainder of the money in his hands he has paid  
Alexander, Clark & Hall, attorneys, who represented your administrator

IN THE DISTRICT COURT OF THE STATE OF TEXAS  
IN THE ESTATE OF THE DECEASED  
E. C. GARDNER, DECEASED, A.T.

DETTIE CORNELIUS, ET AL  
PLAINTIFFS  
VS  
THE ESTATE OF E. C. GARDNER, DECEASED  
DEFENDANTS

( 2 )

herein, the sum of \$110.00; and his own account of \$110.00 for services as administrator, was duly allowed by the court and deducted from the amount in his hands, leaving a balance of \$40.00. That he has also paid to the officers of this court the sum of \$~~18.12~~<sup>12</sup>, leaving in his hands a balance of \$~~21.88~~<sup>28</sup>.

That so far as he is informed and believes, all the debts of the said deceased have been paid, and there are no other debts owing or to accrue, except such costs as will be incurred in the final winding up of the estate.

That there is no property in his hands belonging to said estate, other than such sum as will remain in his hands after paying the balance of the costs, which will ~~not exceed \$~~<sup>of money</sup> ~~that may accrue~~ ~~on behalf of each of said \$21.88~~ ~~probably later~~.

That the persons entitled to receive said balance, as he is informed and believes, is the wife of deceased, now Mrs. S.J. Lindsey, who is entitled to one-half thereof, and the remaining one-half to her minor children, the names and ages of whom are unknown to your administrator.

He therefore prays that citation be issued and that he be allowed to wind up the affairs of said estate, as provided for by the statutes.

*H. L. Diamond*

Administrator



No 9005

In the matter of the  
Estate of E. Calvech Deed  
W L Diamond Admr

Final Report of  
Administrator

FILED

FEB 8 1898

L. H. HUNTER, County Clerk,  
C. H. [Signature]

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Recorded

See 2/10.96

FILED BY THE DALLAS GENEALOGICAL SOCIETY-1977