

## Who Really Owns the Hotel?

A.W. Hicks, Daniel C. Bellows, and a Cast of Thousands!

Block 2 Lot 2 – 7 & Block 13 Lot 1 – 8

Aretus William Hicks and his wife, Fredonia, arrived in Hallettsville in 1846 after a story stay in Houston. Collatinus Ballard staked Hicks to a location for a hotel and tavern on the west side of the town square, diagonally across from Ballard's log store and adjacent to Dr. M.B. Bennett's office.

After the Hicks Hotel was constructed and established, in May of 1852, Ballard deeded to Hicks Block 2 containing 8 lots except for Lot 1 which had previously been sold to Dr. Bennett. The deed stated that the Block was the one on which Hicks lived and occupied with a house and garden.

By August 23, 1852, an ad appeared in the Texian Advocate for the sale of the hotel and tavern. In the ad, Hicks stated that he was interested in selling the tavern and hotel to engage in a different kind of business.

On June 23, 1854, Hicks purchased Block 13 Lot 1-8 from Josiah Dowling and John W. Kelly for use as a stable for his tavern and hotel. The Block lay diagonally west and north across the street from the hotel and tavern and fronted on the Lavaca River.

On October 11, 1855, Hicks found a buyer for his hotel. Daniel C. Bellows and his wife, Mary, purchased both Block 2, less lot 1 and 8, and all eight lots in Block 13. Bellows took out four promissory notes of various amounts due in 1855, 1856 and 1857. All the notes could be paid off and discharged with the delivery of a specified amount of cows and calves in lieu of cash. When the debt was paid, Hicks would give Bellows a full and perfect title to the property.

\*Note: This transaction was not recorded in the Lavaca County Deed but instead was found in an unrecorded note.

Bellows and his wife undertook the operation of the tavern and hotel, making the purchase with a large note and little cash. With the change in ownership came a change in the name. No longer was the Hicks Hotel, the establishment now the Mansion House.

Daniel C. Bellows and his wife, Mary, shared an interesting past. Mary Bellows, the daughter of Samuel Berry and the widow of Andrew Ponton, married Dr. Daniel C. Bellows on December 25, 1850 after the death of her husband, Andrew, in July of that year.

Previously, Bellows had been a partner of Wm. P. Stapp in the firm of Stapp & Bellows in Clinton, DeWitt County, Texas. On February 25, 1852, this partnership was dissolved by mutual consent.

Shortly after their marriage, the Bellows filed to have Joel Ponton removed as the administrator of Andrew Ponton's estate; later they qualified to become the administrators.

In July 1852, Mary received her share of her father's estate which was twenty-two head of beef cattle and seventy-nine head of stock cattle. With money she received from her late husband's estate, she purchased additional cattle and horses from W.P. Stapp.

Just one month before the purchase of the tavern and inn, Bellows was involved in a local shooting. The parties involved were Bellows and a man by the name of Lackie who was employed as an overseer for Mr. J.D. Fly. A rifle shot entered his stomach and exited out his back. Bellows immediately went to Hallettsville and turned himself in to the local authorities.

On October 15, 1855, The State of Texas charged Daniel C. Bellows with assault with intent to murder for the altercation with Lackie.

Bellows, along with Charles C. Dibrell and William C. Dibrell, posted his bond with the court.

Hick's problems with the Bellows began almost immediately. In January 1856, Hicks filed a civil case in the Lavaca County District Court claiming that Bellows had not paid the first note that had come due in December 1855. Believing that Bellows was about to leave the state, Hicks wanted the court to issue a citation against Bellows forcing him to appear in spring term of the court.

First, Bellows denied that he had plans to leave the state. Instead, he claimed that he had only relocated to his ranch.

Bellows states that on February 1, he fully satisfied and discharged said attachment and thereby said note by a sale and delivery of certain average stock cattle to the said Hicks, via L.T. Harris his attorney. Harris was authorized to act for Hicks and he received the cattle from Bellows with the bill of sale of same signed by Bellows and his wife Mary. After receiving said cattle, Harris employed Wm. Battle to take charge of and keep the same for said Hicks. After the delivery of the cattle, it was understood that Hicks would make title to the property for Bellows.

According to Bellows, Hicks has harassed and perplexed the defendant going as far as having the Sheriff of the county remove additional cattle from Bellows' stock and yet will not make title as he is bound to do. Bellows asked the court to award him \$2,000.00 for the malicious, fraudulent, and wrongful acts of Hicks and for all court costs, instruct Hicks to make the promised title to the property and deliver to Bellows all the written notes and obligations that Bellows has satisfied. Bellows filed copies of the signed receipt for the cattle and a bill from Battles for their care.

The court eventually ruled in favor of Bellows in September 1856. Hick would take nothing from the suits and would pay all of Bellows legal costs.

Note: The settlement of the case lingered into 1858 and 1859 due to Hicks's refusal to pay the sum of \$49.40 due Bellows. Eventually the Sheriff of Lavaca County levied an execution upon a wagon and three yoke of oxen, property of Hicks, that were sold at a Sheriff's sale.

In April 1856, on the assault to murder case against Bellows the State decided not to prosecute the case but ordered Bellows retained in custody of the local sheriff until the present grand jury was discharged.

Well, Bellows decided not to wait on the grand jury. In the April 30, 1856 Washington American the following article appeared:

We learn says the Houston Telegraph that the jail at Hallettsville was broken open by two persons whose names we did not learn, and the Dr. Bellows imprisoned for the murder of a Mr. Fly made his escape.

\*Note I believe that this was the altercation with Mr. Lackie an employee of Mr. Fly.

Bellows legal issues just kept mounting. In July 1856, Charles C. and William C. Dibrell filed suit in the Lavaca District Court against Bellows for unpaid promissory notes. In the petition, the Dibrells stated that Bellows, formally a resident of Lavaca County, was now a transient person, i.e., the jail break. His absence forced his wife, Mary, to deliver a promissory note for supplies for the family. This was in addition to previous debts owned for family supplies.

The Dibrells asked for judgment against Bellows for the full amount of the outstanding notes and requested that a citation be issued to the sheriff of Tyler County, Texas against Bellows. The Dibrells had heard that Bellows might be present there.

Now Mary Bellows was left holding the bag. With Bellows in the wind and his location unknown, Mary was the sole manager and proprietor of the Mansion House and was left with no financial means to conduct the

hotel or take care of her family. She closed the hotel from about May 1, 1856 to June 16, 1856.

Under the circumstances, Mary decided to execute a lease of the premises to N.S. Cheek. On June 12, 1856, Cheek entered into a written agreement with Mary to rent the premises for one year from June 16, 1856 to June 16, 1857. In the agreement, Cheek would pay Mary rent and provide Mary and her children with a family room in the hotel, provide laundry services and other perks as stated in the written agreement.

In July of 1856, Mary Bellows filed a complaint against Cheek in JP court for forcible entry and possession of the Mansion Hotel. Cheek was summoned to court and was found guilty of forcible entry and detainer. Bellows' attorneys objected to the agreement:

1. The agreement had not been signed by her husband.
2. The agreement was not under seal or acknowledged before an officer authorized by statute to take the acknowledgement of married women.
3. That it had not been proven that Mrs. Bellows had been disserved by her husband.

The decision of the court was based on the grounds that the wife (Mary) did not have the authority to make the lease.

Cheek immediately filed for a new trial based on the following tenants:

1. The judge ruled that the agreement of June 12, 1856 between Mary Bellows and N.S. Cheek could not be read to the jury.
2. That on June 12, 1856, Daniel C. Bellows was a fugitive from justice.
3. Testimony from W.J. Howerton that Mrs. Bellows had asked his advice about the value of the premises (Mansion House) and what would be a fair rent for the period of one year. Also, testimony that Mrs. Bellows and her family were in a state of destitution and that it was necessary that she make some disposition of the property to support herself and her children as her husband had abandoned her.

The request was summarily denied by Justice of the Peace J.J. Foster.

Cheek also believed that Mary was being influenced by his enemies and persons who were desirous of renting the hotel themselves and they convinced her to file the complaint in both her name and her husband's.

Cheek requested a new trial and was granted his request by Judge Fielding Jones of the 10<sup>th</sup> Judicial District on August 6<sup>th</sup>. Fielding remanded the case to the Lavaca County District Court and ordered that Justice of the Peace J.J. Foster restrain from any further proceedings in said cause and that he, Foster, provide a complete transcript of the judgment and proceedings and produce them at the trial of said cause in the District Court.

While awaiting his appearance in District Court, in August 1856, Cheek entered a co-partnership in the business of inn keeping with Eli Holtzclaw in the firm of Holtzclaw & Cheek. Cheek would furnish to Holtzclaw the Mansion House except for the stable and Holtzclaw would have entire control of the inn. All loses and gains would be equally divided.

Cheek also soon realized that he had a money issues as well. Cheek owned M.B. Thompson \$100.00, and Mary Bellows for the rent of the Mansion House and stables.

Cheek filed an agreement with Thompson in September 1856 in which he sold two agreements to Howerton for \$1.00. Howerton, in turn, would collect on two debts owed to Cheek: one with Charles C. Smothers for the rent of the livery stable and the second agreement with Eli Holtzclaw for the rent of the Mansion House.

After Howerton had paid himself the \$100.00 plus all expenses, then he, Howerton, would then pay Mary H. Bellows the balance due her. Any amount remaining would be given to Cheek.

In September 1856, the cause filed by the Dibrell's against Bellows in July was called into court. The Dibrell's asked that the original petition be amended since Mary Bellows had purchased more items, so the amount sued for needed to be corrected.

To solve their financial woes, on September 12, 1856, Bellows sold the Mansion House and the stables to John W. Kelly for \$1.00. If Bellows paid off the debts owed to the Dibrell's and Hicks, then the agreement would be null and void. If the debts were not paid, Kelly would sell the property to the highest bidder to pay the two debts. The sale to Kelly must have achieved its goal because on that same day, the Dibrell's asked the court to dismiss the suit at the cost of the plaintiffs (Dibrell's).

This sale and settlement were possible, because the truant Daniel Bellows had returned, or had been returned, to Lavaca County and appeared in court on September 11<sup>th</sup> for the outstanding assault with intent to murder charge.

The jury found Bellows guilty of the charge of committing assault and he was fined \$25.00 plus court costs. He was committed to the county jail, once again, until the fine and costs were paid.

The court case between Bellows and Cheeks that had been remanded to the District Court came to be heard in September 1856. This jury also found for Bellows and it was ordered that Bellows recover from Cheek the possession of all the property sue for and all his court costs. For the second time Cheek asked the court to set aside the verdict and grant him a new trial. This time the case was appealed to the Supreme Court of the State of Texas.

On the 24<sup>th</sup> of November 1856, the case of Bellows vs Cheek appeared in the Supreme Court of Texas. After reviewing the transcript of the records of the previous court, the Supreme Court ruled that the lower court erred in rejecting the evidence offered and for that error the judgment be reversed and remanded for further proceedings. The court

also ordered that Bellows pay all cost of this cause expended in this court.

The year of 1856 ended with the death of Mary Berry Ponton Bellows. A.W. Hicks was appointed administrator of the estate of Mary Bellows. He was appointed by the probate judge as the largest creditor of the estate.

The creditors of the estate were C. & W. Dibrell for \$667.53; A.W. Hicks for \$2,058.00 and Hale Foster for \$12.00.

After Mary's death the Hicks Hotel (Mansion House) and the accompanying stables changed hands multiple times.

First was a Sheriff's sale dated January 16, 1857. Sheriff John Harrell executed a court order in favor of W.A. Haile vs. Bellows to sell the Bellows interest in Lot 1, 2, 3 & 4 in Block 13. The property was sold to Josiah Dowling and John W. Kelly.

Remember back on September 12, 1856, Bellows had sold the Mansion House property to John W. Kelly for \$1.00 with the stipulation that if Bellows did not pay off his debts to the Dibrell and Hicks, the property could be sold.

On June 18, 1857, John W. Kelly exercised that option and sold at auction the property on Block 2 on which stood the tavern house known as the Hicks Hotel now the Mansion House and Block 13 on which Hicks had built the stables belonging to the hotel. The property was purchased by A.W. Hicks thru his agent, Collatinus Ballard, for \$50.00 plus a credit of \$1,036.00 which was the amount of the Bellows indebtedness to Hicks.

On June 23, Dowling and Kelly sold their undivided interest in Block 13 to Hicks as well.

On July 2, 1857, the Hicks/Bellows ownership of the tavern, hotel and stable came to an end when Hicks and his wife sold Block 2 Lot 2-7 and all of Block 13 to Collatinus Ballard and J. W. Kelly.



Daniel C. Bellows escaped Lavaca County virtually unscathed. In the 1860 census Bellows was found living in Henderson County, Texas and listed his occupation as a school teacher. In 1870, Bellows was living in Blanco County Texas, working as a school teacher, listed with a wife and three children.

A.W. Hicks and his wife remained in Lavaca County. They are buried in the Hallettsville Memorial Cemetery; A.W. died in 1883 and Fredonia in 1896.

\*All the civil and criminal cases generated a tremendous amount of paperwork. The cases are available for your leisure reading at the Lavaca County Archive.

#### References

On the Headwaters of the Lavaca and the Navidad p. 16, 17

Free State of Lavaca p. 165

Lavaca County Deed B/443

Lavaca County Deed D/269, D/270, D/293, D/296, D/300

Lavaca County Deed E/92, E/235, E/237, E/239

Texian Advocate March 6, 1852, September 4 & 18, 1852

Texas State Gazette September 22, 1855

Washington American April 30, 1856

Lavaca County Civil Case # 337, 338, 339, 340, 396 & 399, A/464, A/465, A/483, A/484, N/331

Lavaca County Criminal Case #210, 217, A/387, A/426, A/477

Supreme Court of Texas Case #784

Lavaca County Probate Case #203

[www.findagrave.com](http://www.findagrave.com)

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