

# If A Tree Could Talk What Would It Say



## “The Charles Clemons Story”

By David L. Collins, Sr.

This is a follow up story on Whales Clemons-“The Untold Story” and Fayette County, Texas a unique place in the United States. If you recall, Axel Meerscheidt and Whales Clemons swapped Whales 195 acres of land in Fayette County for Meerscheidt’s 395 acres of land in Lee County, Texas. This transaction was consummated in the late 1880 and in 1900 Whales Clemons and his family had transitioned to Lee County, where they live today. Charlie aka Charles Clemons, the oldest son of Whales and Sarah Clemons did not leave Fayette County, Texas. Instead he made his homestead on the original 30 acres owned by Whales Clemons, at the corner of Rouch Road and Laird Road-northwest corner of the intersection of these two roads.

On this corner there is an oak tree that is at least 250 years old. This tree has a perfect circular tree canopy, with large canopy limbs growing outward and curving down to the ground and providing support to the main tree trunk. The canopy of this magnificent tree is about 80 to 100 feet in diameter and is a haven and cover of what my Grandmother would call Poke Salad, which is what I called wild mustard green. The underneath of the canopy is covered with them.

My Grandmother use to cut the leaves when they were young and boil the poison out of them and then simmer them in a little bacon grease and onions and once cooked serve them with boiled eggs on top. It’s a great dish and I still cook them today.

Also underneath the old oak and next to the trunk is some kind of concrete monument that looks very historical. The way the structure is built one could sit on the lower structure and rest their back on the taller structure. It is perfect chair for reminiscing.

This structure could be an historical structure and have some historical significance.



Just west of the oak tree about 50 feet is an old house, which I assume was the homestead of Whales Clemons and Sarah Kellough-Clemons until they moved to Lee County. The old house is leaning however the interior structure is in good shape and could be repaired and preserved. I have had extensive discussions with Mr. Frank Drescher, the current owner of the 30 acre tract and he is thinking about what to do with it. The previous owner stored hay inside the house.



We have not been able to determine when Charles Clemons moved into the house, however, if Whales moved to Lee County in the mid 1890's, Charles may have moved in at that time. If this is the case the house is at least 100 years old or older. A review of the old survey/abstract maps kept by County Surveyor Mr. Gau, Charles Clemons divided the 30 acre tract into two tracts. The north half to his son Dee Clemons in 1935, the bottom half to a Martha Waul in 1930 and Martha Waul sold her bottom half to Frank Rauch in

1935.

Charles Clemons also owned 110 acres directly across Rauch Road from the 30 acre tract. The chain of title went from Charles Clemons to Martha Clemons-1925, to Martha Waul (108 acres)-1935 to Ollie Clemons (Charles Clemons oldest son)-1937. Ollie Clemons sold his 108 acres to Frank E. Rauch in 1945. Prior to this transaction, Martha Waul sold the two acre corner tract to Frank E. Rauch in 1937. This 2 acre tract was intended for a church, that never came to fruition.

All of these transactions were put into place by Charles Clemons, prior to his death in 1919 and his wife continued to live on the estate until 1945.

Charles Clemons was born in March of 1862 and married Martha Brown, with their first child Ollie Clemons being born in 3/1891. Other children included Dee (8/1892), Birdie (4/1893), Nettie (6/1895), Emma (12/1898), Carrie or Clara (1901), with adopted children, Frances Brown (1884) and Gertrude Brown (1886).

The Charles Clemons family continued to grow, with, Dee marrying Winnie (3 children), Nettie marrying Allison Ferguson (7 children), Ollie marrying Lizzie (10 children) and Emma marrying Fred Jones (6 children). I mentioned these 4 children of Charles Clemons, because the story becomes rather intriguing as the years pass.

### **What Did The Old Oak Tree Tell Me?**

What the old oak tree told me is that on March 31, 1921 and based on deed records, Martha Clemons and her children Ollie, Dee, Cora, Birdie, Nettie, Emma and Carrie, signed an oil and gas lease with C. H. Steinmann, Trustee of Fayette County, Texas.

This oil and gas mineral lease included four (4) tracts of land, three (3) of which are part of the J. R. Phillips League containing 115, 85 and 30 acres, and the other containing 110 acres and part of the J. G. Wilkinson League, all a part of the deal with C. H. Steinmann.

The tree told me that the negotiations became kind of testy when Carrie Clemons held out and did not agree with the lease, however, somehow, the other family member overrode her. Not sure what happened after that.

As I sat and listened to the old tree, these land deals and oil and gas leases became very complicated, especially the 30 acres once owned by Whales Clemons. The 30 acres of land, part of the J. R. Phillips League and purchased by Charles Clemons from J.W. Killen and wife Ida C. (December 14, 1912)., the 115 acres purchased from the Heirs of John Lange and the 85 acres from August Lange all in the J.R. Phillips League.

During this same period of time Charles Clemons also purchased the 110 acres in the J. G. Wilkinson League from H. B. Kaulbach of Fayette County, Texas.

If you recall in the Whales Clemons story, H. B. Kaulbach, along with W. R. Doak were representing Axel Meerscheidt in the 195 acre/395 acre land swap. I could feel the oak tree canopy swinging from side to side. Was it the wind or the tree?

### **Oil and Gas Mineral Lease**

At the conclusion of my visit, my friend the old oak tree told me that the deal for the 340 acre oil and gas mineral lease was completed by Martha Clemons and her children and recorded in 1921 in Fayette County, Texas.

It was agreed that this lease shall remain in force for a term of five years from this date, and as long thereafter as oil or gas, or either of them is produced from said land by the lessee. In consideration of the premises the said lessee covenants and agrees: 1<sup>st</sup>. To deliver to the credit of lessor, free of cost, the pipeline to which they may connect their wells, the equal one-eighth part of all oil produced and saved from the leased premises. 2<sup>nd</sup>. To pay the lessor two hundred Dollars each year, in advance, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making their own connections with the well at their own risk and expense. 3<sup>rd</sup>. To pay lessor for gas produced from any oil well and used off the premises at the rate of two hundred Dollars per year, for the time during which such gas shall be used, said payments to be made each three months in advance. If no well be commenced on said land on or before the 31<sup>st</sup> day of March 1922 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The John Schuhmacher State Bank at La Grange, Texas, or its successors, which shall continue as a depository, regardless of changes in the ownership of said land, the sum of ten cents per acre which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payment or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period of aforesaid, and any and all other rights conferred. Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental had been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve month shall resume the payment of rentals in the same amount and in the same manner as here in before provided. And it is agreed that upon the resumption of the payments of rentals, as before provided, that the last preceding paragraph hereof governing the

payment of rentals and the effect thereof continue in force just as though there had been no interruption in the rental payments. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which their interest bears to the whole and undivided fee. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for all operations thereon except water from wells of lessor. When request by lessor, lessee shall bury their pipeline below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of lessor. Lessee shall pay for damages caused by all operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises including the right to draw and remove casing. If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed-the covenants hereof shall extend to their heirs, executors, administrators, successors or assign, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to part or as a parts of the above described lands and the assignee or assignees of such part or part shall fail or make default in the payment of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or effect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental. Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor and the subrogated to the right of the holder there of. Lease agreed by family on March 31, 1921.

As I finished this session with the old oak tree on June 9, 2014, it began to rain. The old oak tree told me that we need to finish our session and continue this story, because there is much to tell, such as 1) The many sessions under the canopy of old oak tree between Christopher H. Steinmann (Fayette County, Texas Tax Assessor, from 1897-1920), H. B. Kaulbach, agent for Axel Meerscheidt, August Lange, J.W. & Ida Killen, Frank E. Rauch, and Banker, John Schuhmacher, 2) What happened to Carrie Clemons, the only family member who held out on the Oil, Gas & Mineral lease, 3) The many Clemons family sessions and picnics held under the old oak tree, and my conversation with Ollivett Clemons Sheppard, the great granddaughter of Whales Clemons, the granddaughter of T. H. Clemons, daughter of little Whales Clemons and great-niece of Charles Clemons. Ollivett Clemons was born in 1921 in Lee County and use to visit her Uncles in La Grange when she was young. She is now 93 years and will discuss her conversation with the old oak tree and how they use to walk to the Nechanitz Store, and 4) How Charles Clemons was able to apparently buy back the 195 acres of land swapped Whales Clemons with Axel Meerscheidt and divide it up into 35 acre tracts and gave to his children Connie, J. Kimble, Birdie Ferguson, Nettie Ferguson, Emma Jones, and other family members and whom eventually sold to Frank Rauch Family.

The final story the old oak tree will tell me about Charles Clemons son Ollie Clemons and wife Lizzie moving from the farm to La Grange, Texas and buying a home at 620 E. Guadalupe St., near the Meerscheidt house and the Kaulbach house.

This old oak tree continues to sway back and forth and sways from side to side. If only it could talk.

*Sources:*

Collins, David L., Sr. Family Oral History

Fayette County, Texas Deed Records

Lee County, Texas Deed Records

U.S. Census Records for 1860, 1870, 1880, 1900, 1910 and 1920

The Old Oak Tree