

Pinckney Odom & Mary Caroline Ward

by Timothy Dean Hudson

Mary Caroline Ward was born on 1 February 1818, apparently on her parents' farm in Twiggs County Georgia. When she was only an infant of seven months, her father went to the county seat and state capital at Milledgeville and purchased government land in the new Territory of Alabama. Elisha Ward chose land that lay in south-central Alabama, today in Butler but then in Monroe County. Sometime during the winter of 1818–1819, Elisha Ward moved his family west from Georgia to Alabama. Mary spent the next ten years living in northern Butler County on her father's farm just a few miles from the only two white settlements in the community: Fort Dale and the county seat of Greenville. However, in about 1828, the agriculturally rich farmland a short distance north in what was then southwestern Montgomery County went up for sale at the Cahaba Land Office. Elisha Ward joined the exodus of Butler County residents who moved there, and in early 1830 the Alabama Legislature carved off this region into Lowndes County.

Elisha Ward only remained in southern Lowndes County for a few years before again heading west. By the mid-1830s, he had settled in eastern Mississippi, along the Alabama border between Sumter County Alabama and Kemper County Mississippi. He purchased property in Kemper in January 1836; although there is some question about where he spent the 1836 growing season, he did live in Kemper during the year 1837. However, sometime during the winter of 1837–1838, Ward and his son-in-law Elijah Michael Auld moved their families to north Louisiana to join Elisha's son David Ward.

Mary Caroline Ward married in about 1837 to Richard H. Gee. The marriage could have occurred in either Mississippi or Alabama, but we have not yet found any record of it. Mary and Richard appear to have married just prior to her parents' departure for north Louisiana, leaving her behind in Alabama. We know little about Gee other than he was born between 1800 and 1810, apparently in Virginia or West Virginia. In 1840 he and Mary lived in Sumter County, Alabama beside Benjamin O. and John H. Gee, both apparently Richard's brothers. Richard and Mary had two daughters born in Sumter County before they decided to follow Mary's family to north Louisiana. According to a statement made by their daughter Louisa in 1909, Mary and Richard moved from Alabama to Louisiana in 1841, just a few years before Richard H. Gee's premature death on 27 July 1843. Mary managed the affairs of Gee's estate over the next few years with help from her brothers David and Elisha Jr., as well as her brother-in-law Elijah Michael Auld. Along with their two daughters, Mary and Richard had a son born in the early 1840s, but he died between 1847 and 1850.

Mary Caroline Ward Gee remarried to Pinckney Odom in September 1845 in Union Parish. Pinckney was born on 17 April 1820 in South Carolina, reportedly the son of Michael Wellington Odom who lived in Barnwell District. In the 1830s, Michael Odom and his family left South Carolina, and by 1840, they had settled in Madison County, Mississippi. In 1842, "*Pinckney Odom*" was listed beside "*Jesse Odom*" on the Madison County Personal Property Tax List, but by 1843, it appears that he and his brothers had left for Union Parish. Pinckney had settled in Union Parish by June 1844, when the police jury assigned him to work on the "river road" along with others living in the eastern portion of the parish along the Ouachita River. This suggests that Pinckney first lived in the far eastern portion of the parish, perhaps near one of the three main river landings in the parish: Port Union, Ouachita City, or Alabama Landing.

Within a few years of their marriage, Mary and Pinckney settled about six miles due north of Farmerville and nine miles northwest of David Ward's plantation. By 1850 Pinckney had acquired a plantation of 160 acres there, and the 1850 census enumerator valued his farm at about \$1000. Odom went to the government land office in Monroe and purchased adjoining vacant land in February 1851 and again in August 1857. At the 1857 purchase, Odom bought 80 acres at only 25¢ per acre.

On 13 November 1852, Pinckney Odom gave money, goods, property valued at \$163.98 to his neighbor George W. Sims. In return, Sims signed a promissory note payable to Odom. Despite making several payments on the note, by January 1854 Sims still owed Odom nearly \$70. Odom filed suit that month and quickly won judgment against Sims. However, it took him several years to collect the amount Sims owed him. Odom had the clerk of court prepare and the sheriff serve a writ of seizure on Sims' property on 16 September 1854, and the deputy seized a portion of Sims' farm and prepared to auction it; however, due to several technicalities, the sheriff had to cancel that writ. Odom had the sheriff issue another seizure on 18 September 1855, but still no seizure and sale occurred. Odom authorized the clerk of court to issue a third writ the following June 10th. After consulting with Odom and Sims, Deputy Sheriff C. Edwards persuaded Sims to agree to a twelve month's bond, whereby Odom would receive his money, and Sims would have the next year to pay his debt. However, when Sims failed to produce the sufficient security for the bond, Odom "*...orderd a Levy mad [made] ...*," meaning that he ordered the sheriff to seize property to auction to raise money. Since Odom stood in judgment of Sims, the sheriff's officials had to comply with Odom's directive. On August 19th, using his quaint spelling and punctuation, Deputy Edwards reported to the court that he

...went and demanded property Simes Refusd to gave any I now Return this exacution & Retain a Copy of the saim...

However, soon afterwards Edwards managed to convince Sims to find sufficient security to post bond, for on the 29th, Edwards reported to the court that with the consent of Odom's attorney, he allowed Sims to take out

...a twelve Months Bond I now Return this exacutoon satisfyd fya by the above Bond...

Thus, Odom finally obtained compensation for the money he gave Sims some four years earlier. Ironically, by 1860 Sims operated a Farmerville hotel valued at \$4000, with his personal estate valued at \$3755; this certainly placed him among the wealthiest residents of Union Parish that year. It suggests that Sims could certainly have repaid the \$70 he owed Odom a few years earlier, so perhaps their legal wrangling resulted from some personal dispute rather than Sims' inability to repay Odom.

On 3 November 1857, merely two months after increasing the size of his farm with the purchase of 80 acres of government land, Pinckney Odom sold his plantation of 283 acres six miles north of Farmerville to Robert W. Windes at an incredible price: \$2880. One wonders what possible improvements Odom made to the place to justify such an exorbitant sum, as similar acreages went for far less during this era. Presumably, he had constructed a cotton gin, sawmill, or some similar enhancement to his farm that would have significantly increased its value.

Over the next several years, Odom made a number of land and slave purchases which put him in considerable financial debt. After selling their place some six miles north of Farmerville in the fall of 1857, that winter Mary and Pinckney moved their family south about five miles to a location on the northern outskirts of Farmerville. Odom bought 483 acres there from Farmerville physician Benjamin Franklin Dillard on 20 January 1858, paying \$500 in cash and promising to pay Dr. Dillard 15 bales of cotton weighing 500 pounds each on January 1st 1859 and 1860. As Odom's farm produced 13 bales in 1850 and 16 in 1860, he basically promised his 1858 and 1859 cash crops to Dillard. After paying his obligation to Dr. Dillard, Odom decided to move onto an adjoining farm. On 1 December 1859, he bought

357 acres that adjoined his existing farm from John West for \$1627; his new plantation was located two miles north of the courthouse. In payment, Odom gave West two promissory notes for \$810, the first due 1 January 1861 and the second on 1 January 1862. Putting himself further in debt that same month, on 31 December 1859, Pinckney bought Major, a seventeen-year-old male slave, from his brother John Odom for \$1800 due on 1 January 1860.

Next, Odom disposed of the place he bought from Dr. Dillard, selling the 483 acres on 28 January 1860 to Farmerville merchant and saloon owner Hugh C. Glasson for \$2500. Glasson gave Odom \$1000 cash and two promissory notes of \$750 each due on 1 January 1862 and 1 January 1863. Just two months later, Pinckney purchased Sipp, a fifty-year old male slave, at an estate sale for \$305.

In his final prewar purchase, on 30 August 1860, Pinckney Odom bought an entire town block in Farmerville from merchant William A. Glasson for \$2000. The Farmerville streets of Washington, Franklin, East, and Jackson bordered the lot Odom purchased. He bought the block entirely on credit, promising to pay Glasson in three installments of \$666.66 due on March 1st 1861, 1862, and 1863. William Cleaton Carr, the first Union Parish sheriff and a lawyer, physician, and lumberman, co-signed Odom's notes to Glasson. I cannot explain why Pinckney would purchase such a city block in Farmerville with Carr co-signing his notes. This suggests that they might have planned to open a business of some sort in town, with their plans possibly interrupted by the war.

The first indication of Odom's future financial problems appeared prior to the economic devastation visited upon the South by the War Between the States. In those days before credit cards and mortgage companies, promissory notes were accepted as legal tender and failure to pay them in full resulted in much litigation. Elizabeth H. Carson Bingham was the daughter of James H. Carson, a wealthy Farmerville merchant who died on 23 September 1859. After her father's death, Bingham possessed notes signed by Pinckney Odom and payable to the Farmerville mercantile firm of Carson & Bayless, in which her father was formerly a partner. The notes signed by Odom were dated 1 January 1857 and 13 April 1858 for a total of \$53.96. Bingham filed suit against Odom in the Union Parish court on 26 March 1861 for nonpayment of the notes. Odom appeared in court that day and confessed judgment. However, it appears he could not pay his note to Bingham, and the court issued a judgment against him the following October 7th. Bingham then had a lien put on Odom's farm, but she pursued no further immediate action against Odom to collect on her judgment, probably due to the hostilities with the North. Considering the strong financial position of Southern farmers due to the extremely high prices of cotton in the latter 1850s and 1860, it is clear that Odom had over-extended himself financially with his real estate dealings of the past few years. The evaporation of the cotton market in 1861 due to the Yankee blockade of the South and the April 1862 capture of New Orleans certainly put Odom's finances in a shambles.

Pinckney Odom was forty-one years old when the hostilities with the North began, initially too old for military service. Several of his Odom nephews joined the Confederate military in 1861, as did many of Mary's. When it became clear that the war would last longer than one year, the Confederate Congress began deliberations on passage of a Conscript Act in early 1862. Patriotism and the desire to avoid being conscripted (drafted) prompted over three hundred Union Parish men to enlist in the army in the spring of 1862, the majority of them young married men with families. The husbands of Louisa Jane and Elizabeth Frances Gee, Mary's two eldest daughters by her first husband Richard H. Gee, both enlisted in May 1862 in the *Sparrow Cadets*; this unit soon became Company I, 31st Louisiana Infantry Regiment. In addition, Pinckney's brother Benjamin Wellington Odom joined this unit, serving as an officer. Britton Honeycutt and Frederick Marion McLelland served with their unit throughout the Vicksburg Campaign of

November 1862–July 1863 and again after its return to service in 1864–1865. However, Benjamin W. Odom died less than a month after his capture at Vicksburg on 4 July 1863.

After the fall of Vicksburg, the regiment's officers recruited heavily in north Louisiana; moreover, the Confederate government now required all men under forty-five to serve in the army. Pinckney Odom enlisted in the 31st Regiment sometime in the fall of 1863 or early 1864. He served with his sons-in-law Honeycutt and McLelland, together with his and Mary's nephews, while their regiment guarded the southern approach of the Red River at Pineville (near Alexandria) until the war ended.

Mary and Pinckney's eldest son was James Marion Odom, born on 6 July 1846. He turned seventeen in July 1863, and reportedly against his mother's wishes, he enlisted in the Confederate service on July 20th. Marion Odom joined Company B, 1st Battalion Trans-Mississippi Cavalry. His unit performed courier duty between Shreveport and Monroe in the latter part of 1863, with their headquarters in Vienna (southwest of Farmerville, today in Lincoln Parish). Odom's particular station was seven miles west of Vienna, and he remained based there until January 1864. At that time, he and the others were transferred from the Monroe line to the Shreveport–Alexandria line via Natchitoches, and Odom remained stationed on this line throughout 1864, except during Yankee General Banks' army failed invasion of Louisiana in April. In January 1865, Odom's superiors assigned him to work the courier line from Alexandria to Lyons Ferry on the Atchafalaya River just north of Alabama Island. Rising waters from the spring rains forced them back to the high land near Washington, which was his duty station at end of the war in May.

The end of the war began several years of litigation for Pinckney Odom, as his creditors began the process of collecting on the money he owed them. Odom still had not paid John West for his plantation, nor William Glasson for the Farmerville city block. The record-high cotton prices and successful crop yields of the 1860 growing season brought many Southern farmers high returns for the 1860 planting season. This probably explains how Pinckney made his \$810 payment to West that had been due 1 January 1861, as well one of the three payments of \$666.66 to Glasson. However, the opening hostilities of the war prevented any cotton sales in 1861, explaining why Odom failed to make his remaining payments to West and Glasson. West filed suit against Odom just a few months following the close of the war, on 4 October 1865. Pinckney appeared in court that day and confessed judgment to West, but his debt remained unpaid for the next year. The court issued judgment against Odom in February 1866, holding his farm under a special mortgage until he paid West.

William A. Glasson filed suit against Pinckney Odom and William Cleaton Carr on 10 April 1866 for \$1333.32. We have no record of how Carr escaped becoming embroiled in this litigation. Odom's attorney Robert W. Futch at first responded by requesting dismissal of the suit on the grounds of a very trivial technicality. Futch claimed that the copy of the petition served on Odom was signed by Glasson's attorneys without the obligatory "*Attys*" following their names as it was on the original, rendering it an invalid certified copy of the original petition. Not surprisingly, the court refused Futch's request and on September 13th summoned Odom to appear in court. On October 6th, Futch answered Glasson's suit by claiming that the notes had '*prescribed*'. Prescription is a legal right granting the continued use of real estate without permission if such use has existed for a period of time. In essence, Odom was claiming that although he had not paid Glasson, so much time had now passed with his possessing and using the property that he had a right to its continued usage.

These events put Mary and Pinckney in a very precarious financial condition. In an attempt to save their farm and retain possession of their town property, they decided to have Mary petition the Union Parish Court, requesting

dissolution of the community of assets existing between them since their marriage. They also requested that the court decree Mary to have the status of “*femme sole*,” allowing her to own property in her own name, free from Pinckney’s creditors. The courts often allowed this practice, after which the husband would somehow transfer the couple’s real estate into the wife’s name, where it was then protected from foreclosure to pay the husband’s debts. Following standard practice, Mary hired Farmerville attorney Robert W. Futch and petitioned the Union Parish District Court:

...when she was married to her said husband she owned in her own right the following mentioned property to wit. One horse worth one hundred & fifty (150) dollars, one Yke [yoke] of oxen worth seventy five (75) dollars, ten head of cattle worth six dollars per head, thirty head hogs worth four dollars per head. Also, improvements on public land of 30 acres cleared land, and dwelling house & all other necessary buildings worth about two hundred & fifty dollars (250) all of which added together makes six hundred and fifty five (\$655.00) dollars worth of paraphernal property which petitioner brought into the marriage with her said husband, and which her said husband assumed control of & used for his own benefit.

Petitioner represents that her said separate or paraphernal property is endangered on account of the exceedingly embarrassed condition of her said husband’s _____ [financial] affairs. That the disorder of her said husband’s affairs is so great that she believes her rights will be lost unless she takes immediate steps to secure them...

Pinckney hired Farmerville attorney James Etherington Trimble as his legal counsel. On September 3rd, Trimble filed Odom’s response to his wife’s petition, denying all facts other than their marriage. In response, the court summoned several witnesses, including Mary’s brother David Ward. On October 10th, William A. Glasson filed his opposition to the separation of assets between Mary and Pinckney, as it could deprive him of any chance to fully regain the debt Odom owed to him. Glasson claimed that

...the said claims set up by the sd. Mary C. Ward wife against the sd. Odom her husband in the suit... are fraudulent and... are argued in said suit with a view to procure a judgment & inferred it against the property of sd. Odom & thereby secure said property from the pursail of petitioner & other creditors of sd. Odom & thus deprived them out of their just rights.

Wherefore petitioner prays that he may be permitted to intervene in said case, that both plaintiff & defendant therein, the sd. Mary C. Ward & the sd. Pinckney Odom may be cited to answer hereto & that the demands of sd. plaintiff in said suit be rejected & suit dismissed...

Of course, literally Glasson was right: the only purpose of the Odoms’ suit was to prevent the loss of their farm and the city lots. Both of their lawyers filed their responses to Glasson’s petition, and both denied his claims. The court ruled differently, however, allowing West and Glasson to proceed with their attempt to collect on their judgments against Odom.

The next week on October 17th, Union Parish Sheriff Wesley W. Guthrie seized Odom’s farm in preparation for auctioning it to pay his debts. Guthrie had the property appraised on November 28th, resulting in a valuation of \$1785. Sheriff Guthrie attempted to auction the property on the first Saturday in December 1866, but he received no acceptable bids, so no sale occurred. By this time, John West had left Union Parish and moved to Drew County Arkansas. He apparently transferred his rights in the case to William C. Hall. To force a collection of the money Odom owed on the West note, Hall filed suit against Odom on 3 April 1867. Since he realized that he would soon be evicted from his farm, by this time Pinckney Odom had temporarily moved to Ouachita Parish. Although the records do not precisely indicate the dates on which the sale occurred, sometime after this the sheriff held another auction and sold off Pinckney and Mary’s farm. With the judgment satisfied, Hall requested dismissal of his suit against Odom on 11 April 1868.

Several of Mary and Pinckney’s close relatives also suffered from financial problems during the postwar era, including their daughter Louisa Jane Gee and her husband Britton Honeycutt, as well as Mary’s nephew, Jack Ward. Both of these couples also filed similar court petitions for dissolution of their marital community of acquits and gains

in attempts to prevent the loss of their farms, but both of their attempts succeeded. A year before her parents filed their petition, Louisa Honeycutt informed the court that Britton was insolvent and owed her \$700 that she brought into their marriage. The court granted her request to dissolve the community of assets and gains and issued judgment to her for \$700. The sheriff seized the Honeycutt farm and auctioned it, at which time Louisa offered the highest bid and hence their farm was now in her name. Jack Ward and his wife went through a similar process. Both the Honeycutts and Wards managed to salvage their family farms by preempting their creditors. The Odoms lost theirs because there were already outstanding judgments against Pinckney in the Union Parish courts. The court took no further action on Mary's request to dissolve her community of assets and gains with her husband. Since they had already lost their valuable farm, on 11 April 1868 Mary petitioned the court to dismiss the case at her cost.

During the winter of 1866–1867, Pinckney and Mary Odom vacated their farm just north of Farmerville, temporarily moving to Ouachita Parish. We do not know how long they remained there, but apparently at most for the 1867 growing season (Pinckney still paid his 1867 poll tax in Union Parish, although he paid no livestock taxes that year). Records indicate that they grew crops in Union Parish in 1868, and Pinckney paid taxes on livestock valued at \$325. He and Mary settled on a farm located about one-half of a mile south of their previous plantation, just about one mile north of Farmerville. That November, Odom purchased the 120-acre farm on which he lived from Martin V. Gipson for \$325 in cash. In 1868 he raised 200 bushels of corn, and in 1869, his farm again produced 200 bushels of corn but also 4 bales of cotton. For the 1870 growing season, Odom had forty-five acres in cultivation, planting fifteen acres in cotton and thirty in corn. He increased his farm by an additional 40 acres in the spring of 1873, paying William R. Turnage \$166.66 for the property with \$100 in cash and his note due 1 January 1874 for the remainder. He undoubtedly paid this note, as no one else filed suit against Odom following the financially devastating events of 1865–1868.

In fact, Pinckney Odom's finances seemingly recovered during the 1870s, as tax records show him cultivating his farm about one mile north of Farmerville, paying his taxes, etc. He did not have nearly the planting operation in the 1870s or 1880s that he did prior to the war, though. In 1880 he had 40 acres in cultivation whereas in 1860, he had 160 acres.

We know little of Mary and Pinckney's later years. Mary's two eldest daughters by Richard Gee remained in Union Parish, but her daughters with Pinckney both moved out of Union Parish in the 1870s into Ouachita and Lincoln Parishes. Their three sons who survived to adulthood all prospered: Marion as a farmer, Randall as a lawyer and politician, and John Pinckney as a farmer and politician. In the spring of 1892, Mary had either moved to western Union Parish near where her daughter Elizabeth Frances Gee Bailey and son James Marion Odom lived or else Mary was visiting there when she died on 15 May 1892 at the age of seventy-four years. She is buried in the Alabama/Weldon Cemetery west of Shiloh near the Claiborne Parish line. A New Orleans newspaper published this notice of her death on May 25th:

Mrs. Pinckney Adam [sic], an old and highly respected lady of Farmerville, died in that town recently.

After Mary's death, Pinckney returned home to his old farm two miles north of Farmerville. On 31 October 1894, the Farmerville "Gazette" reported that

Mr. Pinckney Odom, an old and estimable citizen of this parish, is suffering from a long and protracted spell of sickness at his home two miles north of town. It is the hope of his friends that his sickness may disappear and that he may regain good health again.

He had recovered somewhat within a few weeks, as this notice from the paper of November 21st reported:

Though yet being far from well we are pleased to state that the condition of Mr. Pinckney Odom has slightly improved.

However, the improvement did not last long, for by the next week the paper stated:

We have been informed that the condition of Mr. Pickney Odom, who has been sick for several months, is quite critical. Unless there is a change for the better soon, he can not live many days.

Pinckney died on 4 December 1894, as reported in the issue of the "Gazette" of December 12th:

Mr. Pinkney Odom, who has been in poor health for several months, passed quietly away at his home two miles north of town Tuesday evening and is buried with appropriate Masonic ceremonies in the cemeterry [sic] at this place Wednesday evening. The deceased was seventy-six years old at the time of his death and has spent the most of his days in this parish. He was an upright and valuable citizen and leaves three sons to mourn his death. To the grief stricken relatives we extend our sympathy.

Pinckney Odom's tombstone in the Farmerville Cemetery carries the incorrect date of death, for the tombstone has his date of death as 24 November 1895, whereas the newspapers prove he died in December 1894.

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