

Tofferson County Circuit Court
Case Files - Civil

January 1874, NO. 44

State ex rel

Bittick, Winifred
Bittick, Willis A.

vs

Cromwell, Oliver
Byrne, Patrick

Guardian Bond

Defendant owed plaintiff \$1,564
in gold inherited from her grandfather,
S.S. Lockrell, and in money from sale
of Lockrell's real estate

Box 32 Folder 12

Know all men by these presents
that Oliver Cromwell as principal and
Patrick Byrne as security are held and
firmly bound unto the State of Missouri
in the full and just sum of Two Thousand
Dollars Lawful money of the united
States to which payment well and
truly to be made we bind ourselves
our Heirs, Heirs and Administrators
to and for the use of Winifred Cromwell
a minor hereinafter named and mentioned

The Condition hereof is
Such that whereas Oliver Cromwell
above named has at the Dec Term
1869 of the County Court for the
County of Jefferson been appointed
Guardian of the above named
Winifred Cromwell a minor of
the age of 13 years now if the said
Oliver Cromwell above bounden
shall well, truly and faithfully
discharge the duties of his office
as Guardian aforesaid according
to Law then this obligation to be void
Else to remain in full force and
virtue

dated at Hillsboro this 20th day of
Dec, 1869

Oliver Cromwell 
Patrick Byrne 

State of Missouri 3
County of Jefferson 3

The within is a true
Copy of the original Bond of Record
and on file in my office

Witness my hand and
The Seal of the Probate Court
of said County at office at
Hillsboro therein December 24th
1873

Jos. J. Williams
Judge of Probate



The State of Missouri
to the use of
Winifred Bittick and
Willis A. Bittick her
Husband, Plaintiffs
against
Oliver Cromwell and
Patrick Byrne Defendants

In the
Circuit
Court of
Jefferson
County
Missouri

The Plaintiff States that the Defendant Oliver Cromwell being the father of Winifred Cromwell was appointed Guardian of said Winifred's Person and Estate she at the time being a minor about thirteen years of age and residing in Jefferson County Missouri by the County Court of said County on or about the 20th day of December 1869 that after such appointment and on the 20th day of December 1869 said Oliver Cromwell in pursuance of an order of said County Court ~~together~~ fixing the amount of Bond which he was require to give to and for the use of his said Ward together with Patrick Byrne his Co. Defendants executed under their hands and seals a Bond ^{to the State of Missouri} (a copy of which is

herewith filed the original being on file
in the office of the Judge of Probate of
said County) in the penal sum of
Two Thousand Dollars Conditioned
that said Oliver Cromwell as such
Guardian should well, truly and
faithfully discharge the duties of
his office as such Guardian ^{according to Law} which
said Bond was approved by said
County Court on the day of its
date To wit, on the 20th day of December
1869 when and whereupon said
Oliver Cromwell became and was
duely authorized to act as such Guardian

But plaintiff avers that he
did not well, truly and faithfully
~~dis~~ discharge the duties of his
office or trust as Guardian of said
Winifred Cromwell according to
Law but failed therein and forfeited
and violated the conditions of said
Bond in this to wit, that said
Oliver Cromwell had prior to his
said appointment and the giving of
said Bond as above stated and in
his capacity as father and natural
Guardian but while not under any
Bond as such received large sums
of money belonging to said Winifred

which she inherited from the Estate of her Grandfather S. S. Cockrill that is to say he received Seven Hundred and sixteen Dollars in Gold belonging to said Winifred which was coming to her from said Estate on the 7th day of April 1866 in said County of Jefferson which Gold was at the time he received it ^{worth a premium of} of forty per cent in the current Legal Tender notes and current money of the united States that is each of said Seven Hundred and sixteen Gold Dollars was worth in the current money of the united States at the time said Cromwell received it one & $\frac{40}{100}$ Dollars and the whole amount of which was therefore worth one Thousand and Two & $\frac{40}{100}$ Dollars for which sum Plaintiff charges the same was sold by said Cromwell and upon which he received said premium making the whole amount which he received in current money of the united States for and in exchange for said Gold one Thousand and Two & $\frac{40}{100}$ Dollars

Plaintiff further avers that on or about the the first day of November 1868 said Oliver Cromwell in his capacity as the natural Guardian of said Winifred he being her father but not having at that time given any Bond as such received from

the then acting ^{Sherriff} of said County of Jefferson the further sum of Two Hundred and ninety four & $\frac{29}{100}$ Dollars money belonging to said Winifred Cromwell the same being her portion of the purchase money of Certain Real Estate descended from her said Grand father S. S. Cockrill to his ~~heir~~ heirs at Law of whom said Winifred was one, and which said Real Estate was sold in partition under and by virtue of a Decree in partition rendered by the Circuit Court of said County of Jefferson in a partition suit between ^{certain} ~~the~~ the Heirs of said Cockrill

Plaintiff avers that at the time said Oliver Cromwell received said sum of money he loaned the same out at interest at the rate of Ten per cent per annum that is to say he loaned the said sum of one thousand and two & $\frac{40}{100}$ Dollars received by him as before stated on the sale of said seven Hundred and sixteen Dollars of Gold received of said Winifred's money as herein before charged at

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at Ten per cent interest per annum on
or about the 10th day of April 1866
and has ever since kept the same loaned
out at that rate of Interest Collecting
the interest annually and Loaning it also
at Ten per cent interest,

That at the time he
received said sum of Two Hundred
and ninety four & $\frac{29}{100}$ Dollars from the
Sheriff of said County of Jefferson, to wit,
on the 1st of November 1868 he also
loaned it out at Interest at the rate of
Ten per cent per annum and has ever
since kept it at loan at that rate of
Interest Collecting the Interest annually
and reloaning it at Ten per cent
Interest per annum,

And Plaintiff avers that
by reason of the Bond aforesaid
Executed as aforesaid by said Cromwell
and his Co, Defendant Byrne they became
and are Liable for all sums of money
both principal and Interest which said
Cromwell has received as herein
stated up to the time of its Execution, to wit,
December 20th 1869 and also for
Interest at Ten per cent per annum on
such sums from that time till the present
to be computed at Compound interest
for Plaintiff says that he could have

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Kept the same continually at Loan of
on the best of security at ~~the~~ Ten percent
Interest and have collected such interest
annually and annually loaned the same
at the same rate as Plaintiff charges
he did

Plaintiff states that said Winifred was married to said Willis A. Bittick about the 1st of March 1873 and is still his wife that said Cromwell paid to her said Winifred a small sum of her money about the time of her marriage and again on or about the 29th day of ~~July~~ July 1873 paid her a further sum making the total paid her in both payments six hundred and fifty one dollars for which he took her receipt bearing date July 29th 1873 said receipt representing the full amount paid her at both payments, the balance both of principal and interest as above set out being yet due and unpaid,

Wherefore in consideration of the premises plaintiff prays the Court to render judgment against Defendants for Plaintiff the State of Missouri to the use of said Winifred & Willis A. Bittick for Two thousand dollars the penalty of said Bond and that the Court will award execution on such judgment for Fifteen hundred and sixty four dollars the amount due said Winifred and Willis A. Bittick from Defendants on account of the moneys and interest received as aforesaid by said Oliver Cromwell over

and alone what he has paid as
aforesaid together with such interest
as shall hereafter accrue till judgment
is rendered & that the court will
grant other proper relief

3 Jos. J. Williams
3 Attorney for Plaintiff
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State of Missouri

To use of

Willis A. Butcher
Et al,

vs

Oliver Cromwell
Et al,

original suit on
Guardians Bond

Filed Dec. 20 78 1/3
W. L. Joyce Cl.

By C. Ho. Marine
clerk

Due Proceed
to Jefferson
for Williams

The State of Missouri, } ss.
COUNTY OF JEFFERSON.

The State of Missouri,

TO THE SHERIFF OF THE COUNTY OF JEFFERSON---GREETING:

We command you, that you summon *Oliver Cromwell and*
Patrick Byrne

if they be found in your County, that they be and appear before the Honorable Judge of our Circuit Court, on the first day of the next term thereof, to be begun and held at the town of Hillsboro, within and for the County of Jefferson, on the *second* ~~Monday after the fourth~~ Monday of *January* next, then and there to answer unto

The State of Illinois to the use of
Margaret Dittick and Willis A. Dittick
her husband

upon *her* original petition, a copy whereof is hereunto annexed and accompanies this writ, and have you then there this writ.

Witness, W. S. BOYCE, Clerk of our said
Circuit Court, with the seal thereof hereunto
affixed, at office in Hillsboro this *25th*
day of *December* A.D. 18*83*

W. S. Boyce Clerk Circuit Court.
By *C. H. Horne* Deputy.

44
3573-

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

January TERM, 1874.

The State of Missouri
to the use of
Minister Bullock
and William A. Bullock
her husband

vs

Oliver Cromwell
Patrick Byrne

original

scrip fees 2.00

per Dec 27

I executed the within summons at the county of Jefferson State of Missouri on the 27th day of December and 1873 by delivering to the within named Patrick Byrne a copy of the within writ and petition as furnished me by the Clerk he being first served and I further executed said writ by delivering to Oliver Cromwell a copy of the within writ on the day aforesaid.

J. B. May Sheriff
By J. H. Williams Dep't

Burce 2.00
ad. fee 2.00
misc. 1.10
Black 1.10
Lime 1.20
S. B. 1.33
L. 1.35
12.65

8/3 mas 2.00
6.65