

Jefferson County Circuit Court
Case Files - Civil
May 1876

Box

35 Folder 48

Williams, David J.

vs.

Cinnamon, John

Cinnamon, Nannie

Marietta & Cincinnati Railroad Co.

Ireland, George F., et al

Foreclosure

Debt \$51000; 80 acres in S 6743 R 5E;
other defendants Robert Kirby,
Edward Ransom

In the Circuit Court of Jefferson County
in the State of Missouri

May Term A.D. 1876.

David J Williams	}	Petition
as { Plaintiff		
John Cinnamon and Hennie		
Cinnamon, his wife, The Marietta		
and Cincinnati Rail Road Company,		
and Geo F Ireland, Robert Kirby	}	To Foreclose
and Edward Ramsow Assignees		
of said John Cinnamon, Defendants	}	

The said David J Williams, plaintiff, says: That, on the 25th day of November A.D. 1870, the said John Cinnamon defendant, entered into a contract in writing, with plaintiff, and therein and thereby, in consideration of the payment and delivery by plaintiff to said defendant of five United States 5²⁰ Bonds of the issue of 1865, of one thousand dollars each, with all coupons not then due attached, agreed, at his own option, at any time within twelve months from said 25th day of November 1870, upon payment of certain premiums then paid to said plaintiff by him to re-deliver to said plaintiff United States 5²⁰ bonds of like character, and the same in

amount with the bonds aforesaid, with the same number and amount of coupons, or with their equivalent in money, to such of said coupons as meantime became due and were paid; and further to pay to said plaintiff interest on five thousand (5000) dollars at the rate of ten per cent per annum from said 25th day of November 1870. Said agreement is herewith filed marked Exhibit "A."

Plaintiff further says, that to secure performance of said agreement the said John Linnaman, and the said Annie Linnaman, his wife, defendants, coterminously with said agreement, conveyed to plaintiff, by deed absolute upon its face, but nevertheless subject to a condition for re-conveyance by plaintiff to said John Linnaman upon punctual performance by him of the terms of said agreement, the following described parcel of land, to wit: Situate in the County of Jefferson in the State of Missouri and being the East half ($\frac{1}{2}$) of the South East quarter ($\frac{1}{4}$) of Section 24 (a), Township forty three (43) Range five (5) East, containing

eighty (80) acres, said deed pur-
ports to convey said premises to plaintiff
his heirs and assigns in fee simple, and
the said Annie Cinnamon, defendant,
therein duly relinquishes her right of dower
in said premises; and the same deed
was duly delivered to plaintiff, who
procured the same to be recorded in
the Record of deeds of said County
of Jefferson on the 9th day of March
AD 1871. and the same is herewith filed
marked Exhibit "B."

Plaintiff further says, ^{said} conveyance has
become absolute; that on the 25th day of November
AD 1871 plaintiff duly offered to pay to the said
John Cinnamon the premiums he had paid
plaintiff on said bonds upon the compliance
of said Cinnamon with his said agreement
and that said Cinnamon refused to comply
with the same and has ever since re-
fused and neglected to return said
~~same~~ bonds or any part thereof or to
pay the interest aforesaid or to comply
in any manner with his said agreement.

That the said Bonds so delivered, as
aforesaid to said John Cinnamon, in addition
to the said premiums paid as aforesaid to
plaintiff were, at the time they were delivered

Said Lemmanen, nor since have been
and now are of the value of Five
Thousand Dollars, and that there is
justly due from the said John Lemmanen
dependent to the plaintiff, by reason
of the premises, the sum of five thousand
(\$5000) dollars, together with interest
thereon, at the rate of ten (10) per cent
per annum from said 25th day of
November 1870 - no part of which
has been paid

Plaintiff further says, that on the 3rd
day of August 1875 the said John
Lemmanen wife executed and delivered
to the Marquette and Keweenaw Railroad
Company defendants a Mortgage upon
the premises aforesaid which said last
named Mortgage was duly filed for
record in the proper Record of said
Jefferson County, Missouri on the 7th
day of April 1875: Whether said last
named Mortgage has been satisfied or not
plaintiff is not advised, but he avers
that the same is a subsequent lien
to the aforesaid Mortgage of plaintiff -

Plaintiff further says, that on the 30th
day of March 1875 the defendants
George F. Ireland, Robert Kirby and

Edmund Ransom were appointed the
Trustee or assignee of said John Cunningham
and now claim to act as such Trustee
or assignee; and they assert some claim
or estate in said premises of the nature
or extent of which plaintiff is not advised.

Plaintiff further says that he does not
know whether any or either of said
defendants has, at this time, any lien or
claim upon said premises, but, if so, plaintiff
avows that his said lien is paramount
thereto.

Plaintiff prays judgment against the said
John Cunningham, defendant, for said
sum of ten thousand Dollars, with interest thereon,
at the rate of ten per cent per annum from said
25th day of November A.D. 1870, that the prior-
ities of lien be determined; that the equity of
redemption in said premises be foreclosed,
and the said premises sold, free of dower
of the said Annie Cunningham defendant,
and the proceeds of said sale applied
to the payment of the said sum due

Plaintiff as aforesaid, and the surplus,
if any, to be subject to the order of the court

Johnson and Wilson
Attys for Plaintiff

No

Jefferson County Circuit Court

David J. Williams

vs

John Williamson
et als.

Petition

Filed April 8-1876,
C. Ho. No. 10
clerk



Memorandum of agreement by and between John Cinnamon and David J. Williams both of Hamilton County, Ohio, made this the 25th Day of November A.D. 1870, - David J. Williams has this Day delivered to John Cinnamon five United States 5²⁰ Bonds of the issue of 1865 of one thousand Dollars each with all Coupons not yet due attached and said Cinnamon in consideration thereof at the same time has paid to said Williams the premium on said bonds at the current selling rates in the City of Cincinnati and has agreed at his own option at any time within twelve months from date hereof and upon repayment by Williams of the premium this Day paid him to redeliver to said Williams United States 5²⁰ Bonds of like character and the same in amount with those this Day received from him with the same number and amount of Coupons or with the equivalent in money to such of said Coupons as meantime become due and are paid And further to pay to said Williams interest on five thousand Dollars at the rate of ten per cent per annum from this date to said date of redelivery And to secure performance as aforesaid on his part said Cinnamon conveys to said Williams by Deeds of even date herewith absolute on their face but nevertheless subject to a

condition for reconveyance by Williams to Cinnamon upon punctual performance by him as above two certain parcels of land being the East half of the South East quarter of Section six Town forty three Range two East in Jefferson County Missouri, containing eighty acres - and the three fourths of all that leasehold estate in lot 17 Square C. Plat C of the partition among the heirs of David E. Wade, deceased at the corner of Central Avenue and Livingston Street Cincinnati, Ohio, and has also upon the same condition assigned to said Williams a title bond to a certain lot and dwelling house in Oakland Allegheny County, Maryland, being one hundred and fifty feet front on Broadway by one hundred and thirty eight feet back to an alley and containing nearly half an acre, part of the same premises sold to said John Cinnamon by Josiah H. Gordon of Cumberland in said Allegheny County

In witness whereof the said John Cinnamon and David J. Williams on the day of the date hereof, have hereunto and to a duplicate hereof set their hands and seals.

Attest

Wm L. Tracy

John Cinnamon
David J. Williams



Know all Men by these Presents:

That *John Cinnamon and Annie Cinnamon his wife of Hamilton County Ohio*

in consideration of

Two thousand Dollars

to *them* paid by *David J. Williams*

the receipt whereof is hereby acknowledged, do hereby

Grant, Bargain, Sell and Convey to the said *David J. Williams*

his heirs and assigns forever,

The following described Real Estate To wit
The East half of the south east quarter of Section
Number Six (6) in Township number Forty
Three (43) of Range five (5) East in the
County of Jefferson, and State of Missouri
Containing *Eighty* ⁽⁸⁰⁾ acres; fronting on
the *main* ^{is} turnpike about fifteen
miles from the City of Saint Louis; and
being the same property conveyed to the
grantor herein by Alfred Stewart and
Edie Stewart his wife, and recorded in
Book & P. page 625 Records of Jefferson
County, November 5th 1859. and which
the Grantor herein paid for in full
without any deferred payments; or
Mortgage or any other incumbrance
whatsoever.

and all the ESTATE, TITLE AND INTEREST of the said *John Cinnamon*
and *Minnie Cinnamon* his wife

either in Law or in Equity, of, in and to the said premises; TOGETHER with
all the privileges and appurtenances to the same belonging:

To Have and to Hold the same to the only proper use of the said *David J*
Williams his heirs and assigns forever.

And the said *John Cinnamon*
for *himself* and for *his* heirs, executors and administrators,
does hereby Covenant with the said *David J Williams*

his heirs and assigns, that he is
the true and lawful owner of the said premises, and has full power to convey the same; and that the
title, so conveyed, is Clear, Free and Unincumbered; and further that *he* will
Warrant and Defend the same against all claim or claims of all persons whomsoever.

In Witness Whereof, the said *John Cinnamon* and
Minnie Cinnamon his wife
who hereby release *her* right
and expectancy of DOWER in the said premises, have hereunto set *their* hands and seals this
Twenty-fifth day of *November* in the year of our Lord, one thousand
eight hundred and *Seventy*.

Signed, Sealed, Acknowledged and Delivered in
presence of us:

Wm L Avery
Julius Dexter

John Cinnamon *Seal*
Minnie Cinnamon *Seal*



Be it Remembered, That on the _____ day of _____
in the year of our Lord, one thousand eight hundred and _____, before me
the subscriber _____

_____ in and for said County,
personally came _____

_____ the grantor
in the foregoing Deed, and acknowledged the signing and sealing thereof to be _____ voluntary
act and deed, for the uses and purposes therein mentioned. And the said
_____ of the said _____

_____ being examined by me, separate and apart
from _____ said husband _____, and the contents of said Deed being by me made known and explained
to _____, as the Statute directs, declared that _____ did, voluntarily, sign, seal and acknowledge
the same, and that _____ still satisfied therewith, as _____ act and deed, for the uses and
purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed
my name and affixed my
seal, on the day and year aforesaid.

State of Ohio, County of Hamilton, City of Cincinnati, ss:

I Samuel S. Carpenter, a Commissioner of
Deeds &c. of the state of Missouri, in and for the state of Ohio, to take
therein the acknowledgement of deeds &c. to be recorded or used in the state
of Missouri, do hereby certify, that on this 25th day of November A.D.
1870, at my office in said city and county, before me, personally came
John Cunnanan & Hannie Cunnanan, his wife, who were joined to me
by the oaths of William L. Avery and Julius Deater, competent & credible
witnesses, & residing in the City, County and State first aforesaid, to be the
same persons whose names are subscribed to the foregoing deed as parties; and
acknowledged the same to be their act and deed for the uses and purposes therein
mentioned. - And the said Hannie, wife of the said John Cunnanan having
been by me first made acquainted with the contents of said deed, acknowledged
on an examination apart from her husband, that she executed the same, and
relinquished her dower in the real estate therein mentioned freely and without com-
pulsion or undue influence of her husband.

In testimony whereof, I have
hereunto set my hand & official seal, on the day, year &
at the City aforesaid.

Sam^l S. Carpenter
Commissioner.

"E. 1873"

Warranty Deed.

John C. Cramer the 1st

To

David J. Williams

Richard March 9th
1871

Geo. J. Johnston
Recorder

Eight Acres

Recorded for \$1⁰⁰

APPLGATE, POUNSFORD & CO.,
BOOKSELLERS, STATIONERS AND PRINTERS,
48 Main Street, Cincinnati, O.

Recd.

STATE OF MISSOURI, } SS.
COUNTY OF JEFFERSON.

I, the undersigned, Recorder within and
for the State and County aforesaid, certify that the foregoing Instrument of Writing was filed
for record in my office at Hillsboro, March 9, 1878, and is truly
recorded in Book No. 2, Page 487.

Geo. J. Johnston

Recorder.



Know all Men by these Presents:

That

John Cinnamon of the City of Cincinnati
County of Hamilton State of Ohio and Manner
Cinnamon his wife

in consideration of

the sum of Thirty Thousand Dollars to them

⁸⁰ paid by the Marietta and Cincinnati
Railroad Company as reorganized

the receipt whereof is hereby acknowledged, do hereby Grant, Bar-
gain, Sell and Convey to the said Marietta and Cincin-
nate Railroad Company as reorganized
its successors in fee simple ~~and~~ and assigns forever,

the following described real estate in the State
of Missouri County of Jefferson being Eighty (80) acres of
land on the Gravois road about sixteen miles from St.
Louis and being the East half of the South East quarter of
Section Six '6' Township Forty-three '43' Range five '5',
being the same property conveyed to David J. Williams
by deed to secure the performance of Contract as
per Memorandum dated November 25th 1870 -

Also Three Hundred and twenty (320)
acres of land in Cedar County State of Missouri
near Hockton described as follows. The East half of
the North East quarter and the South West quarter
of the North East quarter of Section 36 in Township 34
North of Range 28 North containing 120 acres - Also
the West one half of North West quarter of Section
36 in Township 34 North of Range 28 North con-
taining Eighty acres - also the West one half of the
South East one quarter and North West one quarter
of South East one quarter of Section 36 Township 34
North of Range Twenty-eight North containing 120
acres being the same property conveyed by Jane
Adleman Mary M. Barney and E. G. Barney to the
grantor by deed Recorded in Book L page 418
Cedar County Missouri Records -

Also one hundred and sixty (160) acres of land
in Ripley County State of Missouri now standing

Mortgage.

From
John Cunningham
and Wife

To
Marcella and Cincinnati
Railroad Company as
reorganized

Received Filed April 7th 1875
at one o'clock P. M.

In _____ County.

Recorded in Mortgage Book No. _____

Page _____
George L Johnston
Recorder.

Transferred,
18 _____

Auditor.

ROBERT CLARKE & CO.,
Law Publishers, Booksellers, and Stationers,
65 West Fourth Street,
CINCINNATI, O.

State of Missouri
County of Jefferson - ss -

I the undersigned Recorder within & for the County aforesaid certify that the foregoing instrument of writing was filed for record in my office, at Hillsboro on the 4th day of April 1875 at 1 o'clock P. M. & is truly recorded in Book 7 page 304



In testimony whereof I have hereunto signed my name & affixed my official seal at office this 4th day of April 1875
George L Johnston
Recorder

David J. Williams { In the Circuit
 as Plff { Court of
 John Cinnamon et al { Jefferson County
 Defts {

Now come the Defen-
 dants John Cinnamon & Maria Cinnamon
 mon his wife and for this their
 separate answers to plaintiffs petition
 herein admit each and every of the
 amounts in said petition
 contained.

And for further answers these
 defendants say that this Co-De-
 fendant the Marietta & Cincinnati
 Rail Road Company has a
 mortgage on the premises in
 the petition described executed
 and delivered by these defen-
 dants on the 3rd Day of August
 1874 to secure the payment of
 Thirty Thousand (\$30,000⁰⁰) Dollars
 and that the lien created thereby
 is second to the lien of plaintiffs
 said mortgage on said premises
 and if there is any surplus remain-
 ing ^{from the sale of said premises} after the payment of the plaintiffs
 said debt and costs it should be
 paid to the said Marietta & Cincinnati

Rail Road Company
And these defendants pray Judgment
according to the facts.

Thos. W. Shaw
Attorney for
Cannamon & wife

David J. Williams

vs

John Cannamon
et al

Assessors of
New Cannamon
Dammie Cannamon

Filed May 10 1896
L. H. H. H. H.
Clerk

David J. Williams	{ In the Circuit Court of Jefferson County Missouri May Term 1876.
vs	
Plff	
John Cinnamon et al	
Defds	

Now comes the defendant the Marietta and Cincinnati Rail Road Company by its attorney and for answer to the petition of Plaintiff herein says that on the 3rd day of August 1874 its Co-defendant John Cinnamon was justly indebted to this defendant in the sum of Thirty Thousand (30000) Dollars and on the said day aforesaid for the purpose of securing said indebtedness the said John Cinnamon and Harriet Cinnamon his wife executed and delivered to this defendant a mortgage on the premises described in plaintiffs petition together with other real estate, conditioned that if the said John Cinnamon his heirs executors or assigns shall pay or cause to be paid to the said Marietta and Cincinnati Rail Road Company as reorganized or its successors the said sum of Thirty Thousand Dollars, then said mortgage

Conveyance should be void. A Copy of
Said Mortgage is herewith filed.

This defendant admits that the
Mortgage lien of said plaintiff
mentioned in his petition takes
precedence of and is a prior lien
on the premises aforesaid to that
of this defendant.

This defendant says that no part
of said sum of Thirty Thousand
Dollars has been paid though
the same is due, and demand
has been made therefor.

And defendant says that said
sum of Thirty Thousand Dollars is
justly due it from said Cinnamon
and that the equity of redemption
should be foreclosed, And it
prays Judgment that the equity of
redemption in said premises
created by the said mortgage be
foreclosed and the said
premises sold free of of the
claim of said Hamner Cinnamon
now defendant and the
proceeds of said sale applied
first to the payment of the said
debt of plaintiff and the costs

Levin expended and that the
surplus if any be paid to
this defendant.

~~Wherefore Levin fully answered
defendant's plea to be discharged~~

Thos. W. Shaw
Attorney for
Marietta & Cincinnati
R.R. Company.

David J. Williams

vs
John C. Cushman
sh. al

Answer of the
Marietta Cushman
R R Company.

Filed May 10 1876
C. H. Osborne
Clerk

In the Circuit Court of Jefferson County
in the state of Missouri.

David J. Williams - Plaintiff

vs

John Cinnamon - Geo. F. Ireland & Kirby
et al - Defendants - } Answer and cross
Petition of Ireland, Kirby
& Lawson - Assignees &c

The Defendants Lawson, Ireland & Kirby Assignees of
John Cinnamon, say that on May 5, 1875, the defendants
John Cinnamon and Hannie Cinnamon, his wife, conveyed
to these Defendants in fee simple the real estate described in
the Petition, by deed of that date, duly executed, acknowledged, de-
livered and recorded July 14, 1875 in Book No 9, page 310 of
the records of said Jefferson County.

That said deed was so made in pursuance of and in ac-
cordance with an agreement between said John Cinnamon and his
creditors dated and made March 30, 1875, by which he conveyed to these
Defendants as Trustees on behalf of his said creditors, said land and
other property, he then being financially embarrassed - the same to be
sold by them & the proceeds thereof to be distributed pro-rata among his
said creditors.

That on September 22, 1875, they filed said agreement and assign-
ment in the Probate Court of the County of Hamilton and State of Ohio
in which County they and the said Cinnamon reside - and were duly
qualified and gave Bond as assignees thereunder, in pursuance of the
statutes of said State of Ohio -

That said Cinnamon is largely indebted, and all the property
conveyed by him to them will pay only a small part of his
indebtedness

They ask therefore that said land may be ordered sold and the proceeds thereof paid to these Defendants, as Trustees and Assignees for distribution under said agreement and the orders of said Probate Court to the credits of said Cinnamon at the date of said assignment and for other proper relief -
Helen Green, Attorney for
Rawson, Ireland, Kirby

David J. Williams

vs.
John Cinnamon
Et. al,

Assignor of Rawson
Kirby, & Ireland,
Trustees of J. Cinnamon

Filed May 16 1876
L. H. H. H. H.
Clerk

In the Circuit Court of Jefferson County
in the State of Missouri —

David J. Williams - Plaintiff

vs

John Cunningham & Harriette Cunningham his wife
The Marietta & Cincinnati Railroad Company
and Geo. F. Ireland, Robert Kirby & Edward
Rawson Assignees of said John Cunningham
Defendants -

We have process ^{and} enter our appearance herein -

Geo. F. Ireland
Robert Kirby
Edward Rawson

Justices

David J. Williams
vs,
John Cunningham
& others

Appearance
of Rawson, Ireland
& Kintley

Filed May 10 1876
L. H. Scriven
Clerk

Saml J Williams

vs

John Cunningham & Co

Now on this 10th day of May AD 1876 come the parties by their respective attorneys, and thereupon all and singular the matters being submitted to the court, and by the court seen and heard, the court doth upon the evidence exhibit-
and admissions of parties
facts, find that the said defendant, John Cunningham, is indebted to the plaintiff, as in
✓ the petition alleged in the sum of seven
and twenty eight (7,728 ⁰⁰/₁₀₀)
thousand seven hundred ^{and} dollars, principal and
✓ interest; and that the conveyance executed
✓ by said John Cunningham & Co and delivered
to said plaintiff referred to in caption
and dated November 25th 1870 is in fact a
✓ mortgage as in the petition alleged, and
that the same has priority over the
other claims and liens upon the
premises described in the petition. It is
therefore considered and adjudged
by the court that the equity of redemp-
tion in said premises be foreclosed; and
that the plaintiff recover of said defen-
dant John Cunningham ^{by a judgment in remission} the said sum of
seven thousand seven hundred ^{and} ~~the~~ twenty eight ^{and} dollars, being the
debt aforesaid, together with his costs,
to be levied of the real estate in the said

deed of mortgage described as follows, to wit:
Situate in the County of Jefferson in the
State of Missouri and being the East half
of the South East quarter of Section six (6)
in Township forty ^{three} (43) Range
~~one that the same be sold free of the claims of said~~
~~first Trust containing eighty acres. And it~~
~~and that the same be sold free of the~~
~~claims of said John Benjamin wife~~
~~pressures be not sufficient to satisfy said~~
~~of the said John Benjamin.~~
~~And costs. That the proceeds of said~~
~~debt be levied of the other lands &~~
~~tenements, goods & chattels of said~~
~~dependent John Benjamin, but that if~~
~~there is a surplus remaining after~~
~~paying said debt and costs, it be~~
~~distributed as hereinafter directed.~~
And the court doth further
find consider and adjudge
that the said dependent the
Marquette and Cincinnati
Railroad Company have a
mortgage lien upon said prem-
ises in the petition described
which is a record and subsequent
lien upon said premises, and
that the amount due upon said
record and subsequent mortgage
from said John Benjamin
to said Marquette and Cincinnati

Said real company is thirty
 thousand dollars (\$30,000 ⁰⁰/₁₀₀)
 And it is ordered and
 adjudged, that any surplus
 that may be in the premises
 after paying the said debt^v of
 plaintiff & costs be applied
 to the payment of said sum
 of thirty thousand dollars
 to said Morrell and
 legatees Said real company
 and of thereafter any surplus
 shall remain undistributed
 that the same be paid to
 Geo F Ireland Robert Killy and
 Edmund Rawson Trustees of
 said John Cunningham

4127

David J Williams

vs

John Cinnamon
et al

Petition Exhibits

per

Filed Apr. 8 - 1876

C. Ho. Norine

clerk