

JEFFERSON County Circuit Court
CASE FILES, CIVIL
Nov 1836

RANKIN, CHARLES, S., adm
BRYANT, EVE, adm
BRYANT, DAVID
VS

COOLEY, LAWSON

ASSUMPSIT

Debt \$1,500 for purchase of David
Bryant's farm on Sandy Creek

Box 3 Folder 8

In the Circuit Court

7th Judicial Circuit. November term, A.D. 1836.

Jefferson to wit, Charles S. Rankin administrator and Eze Bryant administrator of all ^{at the time of his death who are interested} ~~the~~ goods & chattels, rights & credits - which were of David Bryant deceased, complain of Lawson Cooley of a plea of trespass on the case.

For that whereas the said Lawson Cooley heretofore, to wit, on the nineteenth day of February in the year one thousand eight hundred thirty four, in the life time of the said David Bryant, at the court of record made his certain writing which is now here to the Court shown bearing date the day & year aforesaid whereby he, ^{then & there} promised, in consideration the said David Bryant had sold to him the said Lawson Cooley his farm & improvements - where he then resided on Sandy creek including all his land adjoining & contiguous with all & every improvement building fixture & advantage whatsoever upon certain terms & conditions therein expressed, to pay to him the said David Bryant, on or before the tenth day of March next thereafter the sum of fifteen hundred dollars, on the first day of October in the same year the further sum of five hundred dollars, on the first day of March in the year one thousand eight hundred thirty five the further sum of eight hundred seventy-five dollars on the first day of March in the year one thousand eight hundred thirty six the further sum of eight hundred seventy-five dollars with interest on the said several sums at the rate of five per cent per annum from the said tenth day of March in the year one thousand eight hundred thirty four. Nevertheless the said Lawson Cooley notwithstanding

his said promise & undertaking hath not paid to the said or to the said Charles administrator & the said Eze administrator or of or since David Bryant in his life time, the said several sums the death of the said David, or to either of them

of money above mentioned with the interest thereon as above

or any part of the said sum or interest
expended, according to the tenor & effect of the said instrument
of writing, except the sum of fifteen hundred dollars paya-
ble on or before the tenth day of March in the year one
thousand eight hundred & thirty four, but to pay the same
or any part thereof, except as above expended, to the said Da-
vid Bryant in his life time or to the said Charles Ran-
kin administrator of Eve Bryant administrator or a-
or to either of them
foreward, since the death of the said David Bryant he
the said Lawson Cooley hath hitherto wholly neglected
refused still doth neglect refuse to the damage of
the said Charles Rankin administrator of Eve Bryant
administrator as aforesaid of five thousand dollars
& therefore they sue, &c.

And the said Charles Rankin & Eve Bryant being
it is writ here the letters of administration granted
to them by the County Court of the County of Jefferson for
said on the estate of the said David Bryant, sheweth it
fully appears that they are authorized administrators &
administratrix as aforesaid.

James D. Allen
att. for plaintiffs.

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State of Missouri
County of Jefferson

The State of Missouri to the
Sheriff of Jefferson County Greeting. These Command
you that you summon Lawson Cooley that he be and
appear before the Judge of our Circuit Court, at a
term thereof to be holden on Monday the Seventh
day of November next at St. Louis in the
County of Jefferson aforesaid, then and there to answer
Chas. S. Rankin administrator and Eve Bryant
administratrix of all and singular the goods and
Chattels rights and Credits which were of David Bryant
deceased at the time of his death, who died intestate,
to the within action of trespass on the case
damages five thousand dollars, and have you
then & there this writ, and that you then and there
certify how you have executed the same

Witness Henry P. Bates Clerk
of the said Circuit Court at
his office this 10th day of
October 1836

Henry P. Bates Clerk

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Charles Parker and
Joe Bryant and
David Bryant
Lawson Cooley.

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This is an action of ejectment
and damages for the same
and return, the clerk
will give a summons.

Forrest & Allen
A. J.

I served the within Declaration and Summons on Lawson Cooley
in the County of Jefferson on the fourteenth day of October 1836
by reading in his hearing and presence the within declaration
and Summons
J. M. Emertson Sheriff

Charles S Rankin adm }
Eve Bryant adm } In Jefferson Circuit Court
of David Bryant decd }
vs
Lawson Cooley }

And the said Lawson by Gayn his attorney comes and defends the wrong and injury when he and craves oyer of the said supposed writing in the declaration mentioned and it is read to him in the words & figures following to wit

"An article of agreement made and concluded the nineteenth day of February 1834 by and between David Bryant of the county of Jefferson of the one part and Doctor Lawson Cooley of the city of St Louis of the other part all of the state of Missouri witnesses that the said David Bryant has sold unto the said Doctor Lawson Cooley his farm and improvements where he now resides on Sandy creek including all his lands adjoining and contiguous with all and every improvement buildings fixtures and advantages whatsoever upon the following terms and conditions, to wit

The said Lawson Cooley is to pay the said David Bryant on or before the tenth day of March next the sum of fifteen hundred dollars, and on the first day of October next the further sum of five hundred dollars and on the first day of March 1835 the sum of eight hundred and seventy five dollars, and on the first day of March 1836 the sum of eight hundred and seventy five dollars with six per cent interest on the several sums of instalments from the tenth of March next and on the payment of the five hundred dollars on the first day of October next then the said David Bryant is to make over and convey by good and sufficient deed in fee simple with a warranty all the lands and property herein sold or so intended to be unto the said Lawson Cooley his heirs and assigns forever the same supposed to contain about five hundred and forty seven acres and the said Cooley is to give the said Bryant a mortgage or deed of trust at the said Cooley's option as collateral security for the payment of the balance due, and the said Bryant is to deliver to the said Cooley or his heirs and assigns possession of the said farm and premises on the payment of the fifteen hundred dollars first named, with the following conditions and restrictions

The said Bryant is to retain possession of the earl
room in the dwelling house, and the room between that room
and the kitchen and a part of the cellar also the distillery and the
grinding mill attached and the great mill and race mill
on Sandy creek with all their fixtures and appurtenances
until the first day of June next and on that day
he is to deliver up peaceable and full possession of
also the premises reserved and in his possession to the said
Lawson Cooley his heirs or assigns, and it is further agreed
by the said parties that said Bryant reserves his
nurseries east of the dwelling house with the exception
of four hundred of the present grafted scions and the
said Bryant is to graft four hundred more this
spring for the benefit of the said Cooley and leave all
the seedlings in the nurseries and the said Bryant is
to divide the plum trees in the nurseries north west
of the dwelling house. The said Bryant also reserves
the two pens adjoining the distillery for the benefit of
slowing his cattle and hogs until the first of June.
The said Bryant is to have all the lands sold
to the said Cooley run out and plod of the same
made out before the first day of October next.
And on the first day of June next the said Bryant
is to surrender the premises and all the improvements
that he retains the possession of in as good order
and condition of the ordinary decay and wear by use
excepted and casualties or unavoidable causes
excepted) in as good order as they now are. The
said Cooley is to have the crop of wheat now sowed
as a compensation for the reserved portion of the nursery
and the said Bryant is to have the corn stalks cut
of the said crop of wheat. It is further agreed
that the said Bryant is to have the use of the house
in a lot on the road to Harlan from the first
of June to the first of October. In testimony whereof the
contracting parties have hereto subscribed their names
the day and year above written

Witness
A. M. Darrell
Hennes Armstrong -

David Bryant
Lawson Cooley.

which being read and heard the defendant says

that he did not undertake and promise in manner and form as the plaintiffs have above thereof in their declaration alleged, and of this he puts himself upon the country &c

Grays for defts

And for further plea in this behalf the said defendant says that the said plaintiffs ought not to have or maintain their aforesaid action thereof against him, because he says that the said writing in the said declaration mentioned was made as well by the said David Bryant as the said defendant and that the said David Bryant at the time of the making the said writing had not, nor had he at or before the time of his death, an estate in fee simple in or to the lands and other the premises by him sold and agreed to be conveyed to the said Edward Cooley, nor could he make execute or deliver to said defendant a good and sufficient deed of the said lands and property to be in fee simple - and thus the defendant is ready to verify, wherefore the defendant prays judgment if the said plaintiffs ought to have or maintain their aforesaid action thereof against him, &c

Grays for defendant

And for further plea in this behalf the defendant says that the plaintiffs ought not to have or maintain their aforesaid action, because he says that before the first day of October next after the making the said writing, the said David Bryant departed this life, and at the time of his death was not seised of an estate in fee simple in or to the lands & premises so sold & agreed to be conveyed to the said defendant, and thus the defendant is ready to verify wherefore he prays judgment &c

Grays for defts -

Charles H. Harker
of New Hampshire

is
Governor

Now filled in New
York 9th 1883
A. J. Green & Co