

Tofferson County Circuit Court

Box

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Case Files - Civil

April 1840

Stewart, John

vs

Mays, Sandy
Mays, Cynthia

Nullity deed

40 acres in S25 T42 R5E deeded by
plaintiff to defendants under fraud;
judgment for plaintiff, Chancery Book
1, p. 111

Jefferson County, Pa.
April Term 1840.

To the Hon the circuit Court of the county
aforesaid sitting as a Court of Equity, Hum-
bly commending sheweth unto your Honor
Your brother John Stewart That your
brother is old (and with his wife Sarah
who is likewise old has long resided in
the county aforesaid. That having by great
industry obtained a little money, and
looking forward to the period when
he would be unable to labor for his and
his wife's support which must soon
arrive in the natural course of human
events, in order to a support ~~and~~ ^{their}
and as a security for a future subsistence
^{your brother} bought of Charles N. Stewart for a
reasonable consideration which was duly
paid the S. E. q. of the S. E. q. of section
25. in Township 42 Range 5 East contain-
ing 40 acres, and received his deed
therefor dated 2 April 1838 which is
duly recorded. Your brother would further
shew your Honor, that the said Charles
N. Stewart had Entered said Land with
the United States, on the 28th Sep 1837.
In addition to the said tract of Land
Your brother had acquired some personal
Estate consisting of
Horses, household furniture &c

and was in a comparatively secure condi-

tion in reference to himself and wife for the future. They might suffer to be sure from their helplessness and the infirmities of old age, but in the belief of your mother, neither himself nor his wife were in danger of absolute want. Things were in this situation, when a certain Sandy May, and Cynthia May, the daughter of said Sandy, confederating together or perhaps it would be more just to charge the whole to the craft and fraud of the said Sandy who was the active agent ⁱⁿ the whole affair, and who resided near your mother and in whom your mother had at the time a great deal of confidence, came to your mother and his wife & friends, and with fraudulent intent represented to them the inconvenience that old people like your mother and wife would suffer from living alone, that your mother in a short time would be unable from his age to cultivate his land, and it must therefore be useless to him and that his house would become soon be of no value to him, that it was absolutely necessary for old people to have some active person about them, to give immediate attention to their wants, Then representations the said Sandy made to your mother time after time, with many others of the same import until your mother began to believe there was truth in them, which so soon as the said Sandy May discovered, he at once came out and after many expressions of kindness for your mother & wife

and the great interest he and the said
 Cynthia his daughter took in our will
 he proposed that if ^{you over} I would execute to
 the said Cynthia a deed for said tract
 of Land ^{& personal property} he would give ^{you note} ~~me~~ his bond for
 three hundred dollars as a penalty to
 provide ^{for} you mother and his wife in his house
 or an adjoining one with good lodging, fire
 wood, and to give them a personal support
 during life and at their death to have
 them decently buried, that sandy may
 was to go on the land to live, and was to
 take you mother and his said wife to live
 with him or her said. Upon this proposi-
 tion being made to you mother or her-
 self by the said sandy, which appeared
 fair, and not distrustful the bounty
 of the parties aforesaid you mother accep-
 ted the proposition and in fulfillment
 thereof you mother and his wife Sarah
 on the 4th day of May 1838 made a deed
 to Cynthia May under certain restrictions
 of personal property the title to become
 absolute in said Cynthia upon the de-
 cease of you mother & his wife, there being
 no other nor further consideration for
 the same than the one aforesaid. and
 in further fulfillment of said contract
 on the 4th day of June 1838 made a
 deed in fee simple to said Cynthia for
 the Land aforesaid without any condition
 or whatsoever, having received therefor
 no other consideration than the one
 contemplated by the contract aforesaid.

copies of which said deeds are herewith en-
closed to your Honor marked A & B and are
proposed to be taken and considered as part
of this Bill. Your Honor would further show
unto your Honor that said May, executed
the bond of said in pursuance of his said
contract, the said Cynthia as far as ^{your} Honor
knows and believes, having nothing to do
with the transaction, being neither present
at the aforesaid conference, nor present
when said deeds were made, nor paid
at any time any consideration therefor.
Your Honor charges that in the whole of
this transaction the said Sandy May,
contemplated perpetrating a fraud upon
your Honor and has obtained from
your Honor the title to the property aforesaid
and has caused the same to be vested in
the said Cynthia his daughter for the
fraudulent purpose of depriving him
of it. For your Honor charges, that so
soon as said deeds were obtained from
your Honor, the said Sandy May and
the said Cynthia left the country and
the said Sandy has attempted to
perform his contract in this behalf. He
has made no provision for your Honor
and has provided no house, nor done
a single act in pursuance with the
exception of giving his bond as aforesaid
and which bond your Honor is to lose
his, the same being taken away by the
said Sandy May, as your Honor charges

and believes. In tender consideration
whereof, and inasmuch as Your estate
is remediless at Law in the premises, and
can only obtain relief in a Court of Equity
He prays that the said Sarah May &
Cynthia May, may be made defendants, ^{at this day}
then Corporate oath to make true and
perfect answer to all and singular the
questions and things herein contained and
set forth as particularly and specially
as if the said defendants had been speci-
ally interrogated thereto, and more especially
that each of them answering as aforesaid would
state whether Your estate did not convey
said Land and property upon the considera-
tion aforesaid, and whether that was not
the only consideration, and whether the
said Sarah May has or has not performed
his contract with Your estate aforesaid
and what has become of the bond which
he executed to Your estate as aforesaid
That the said Cynthia would answer
and state what she knows of the transaction,
whether she at any time ^{she} has given to Your
estate any consideration for the Land and
personal property aforesaid, and if so what
was it. Your estate prays that Your Honor
would in consideration of the premises
aforesaid of said defendants, rescind and
annul the conveyances so made by You
Your estate as aforesaid, and vest in
Your estate the title to the property which

has been directed by cover and destination
and for which your orator has not used
any consideration whatsoever, ~~inasmuch~~
as the said Sandy Way has failed to
perform his said contract and has aban-
doned the same or your orator believes,
and is incapable of performing it either
physically or in a pecuniary way if
he would or your orator verily believes,
which also may be said of the said Cythia
who or your orator has heard is yet a minor.
Your orator prays also that you would
grant him such other and further
relief in the premises or to you shall
seem meet and proper. May it please
you then to grant unto your orator the
status ~~supra~~ granted to the said Sandy
Way and Cythia Way, citing them
to appear and answer the premises at
a certain time and place, under a
penalty therein contained and
as in duty bound your orator will
ever pray.

John Stewart
by

P. John Stewart

14
J. C. J.
John Stewart
Dear Sir
Lucky Chicago
September 1840

Be it in shew
to count-till after
-in a by hand. At
a subject show.
P. J. J.
J. C. J.

Please March 14th 1840
W. J. J.
W. J. J.

Jefferson County, N.Y.
April Term 1840

To the Honorable the Circuit Court of the County aforesaid
sitting as a Court of Equity. Humbly complaining shew-
-eth to your Honor, your Orator John Stewart that your
orator is old and with his wife Sarah who is likewise old
has long resided in the County aforesaid. That having by great
economy obtained a little money and looking forward to the
period when he would be unable to labor for his and his
wifes support which must soon arrive in the natural course
of human events, in order to support them and as a securi-
-ty for a future subsistence your orator bought of Charles
N. Stewart for a valuable consideration which was duly paid
the S. B. q. r. of the S. B. q. r. of section 25. in Township 42. Range
5 East containing 40 acres and received his deed therefor
dated 2 April 1838 which is duly Recorded. Your
orator would further shew your Honor that the said
Charles N. Stewart had entered said Land with the
United States on the 20th Sept. 1837. In addition to the
said tract of Land your Orator had acquired some
personal Estate consisting of horses, household furni-
-ture &c and was in a comparatively secure condition in
reference to himself and wife for the future. They might
suffer to be sure from their helplessness and the infirmi-
-ties of old age, but in the belief of your orator neither
himself nor his wife were in danger of absolute want
Things were in this situation when a certain Fanny May,
and Cynthia ^{W. May} the daughters of said Fanny confederating
together, or perhaps it would be more just to charge the
~~whole~~ whole to the craft and fraud of the said Fanny
who was the active agent in the whole affair, and who
resided near your orator, and in whom your orator had
at the time a great deal of confidence, came to your

crator and his wife aforesaid and with fraudulent intent represented to them the inconvenience that old people like your crator and wife would suffer from living alone. that your crator in a short time would be unable from his age to cultivate his land, and it therefore must be useless to him, and that his horses would likewise soon be of no value to him, that it was absolutely necessary for old people to have some active person about them to give immediate attention to their wants. These representations the said Sandy made to your crator time after time, with many others of like import until your crator began to believe there was truth in them which so soon as the said Sandy Moays discovered he at once came out and after many expressions of kindness for your crator and wife, and the great interest he and the said Cynthia his daughter took in our welfare he proposed that if your crator would execute to the said Cynthia a deed for said tract of Land and personal property, he would give your crator his land for three hundred dollars as a penalty to provide for your crator and his wife in his house, or an adjoining one, with good blazing fire wood and to give them a general support during life and on their death to have them decently buried, that Sandy Moays was to go on the land to live and was to take your crator and his said wife to live with him as aforesaid. Upon this proposition being so made to your crator as aforesaid by the said Sandy which appeared fair, and not distrustful of the honesty of the parties aforesaid, your crator accepted the proposition and in fulfillment thereof your crator and his wife Sarah on the fourth day of May 1838 made a deed to Cynthia Moays under certain restrictions of personal property, the title to be absolute in said Cynthia upon the demise of your crator and his wife, their being no other nor further consideration for the same than

the one aforesaid, and in further fulfilment of said
Contract on the 4th day of June 1838, made a deed in
fee simple to said Cynthia for the land aforesaid
without any condition whatsoever ^{having received} ~~being received~~ therefor
no other consideration than the one contemplated by the
contract aforesaid. copies of which said deeds are herewith
exhibited to your honor marked A & B. and are
prayed to be taken and considered as part of this Bill
Your Orator would further shew unto your Honor
that said S. Mays executed the bond aforesaid in
pursuance of his said contract, the said Cynthia
so far as your orator knows and believes having
nothing to do with the transaction, being neither
present at the aforesaid conference, nor present
when said deeds were made, nor paid at any
time any consideration therefor, Your Orator charges
that in the whole of this transaction the said Sandy
Mays contemplated perpetrating a fraud upon
your orator, and has obtained from your orator the
title to the property aforesaid and has caused the same
to be vested in the said Cynthia his daughter for the
fraudulent purpose of depriving him of it, for your orator
charges that so soon as said deeds were obtained from
your orator, the said Sandy Mays, and the said Cynthia
left the Country, and the said Sandy has altogether
failed to perform his contract in this behalf he has
made no provision for your orator and his wife, provided
us house, nor done a single act in performance
with the exception of giving his bond as aforesaid, and
which bond your orator no longer has the same being
taken away by the said Sandy Mays as your orator
charges and believes, In tender consideration whereof
and in as much as your orator is penitently at law
in the premises, and can only obtain relief in a Court

of Equity. Wee pray that the said Sandy Mays and
Cynthia Mays who are prayed to be made defendants
to this bill maybe compelled upon their corporal
oaths to make true and perfect answer to all and
singular the matters and things herein contained
and set forth as particularly and especially as if the
said defendants had been specifically interrogated
thereto, and (more especially) that each of them answer
as aforesaid would state whether your orator did
not convey said land and property upon the con-
sideration aforesaid and whether that was not the
only consideration, and whether the said Sandy Mays
has or has not performed his contract with your orator
aforesaid and what has become of the bond which
he executed to your orator as aforesaid. That the
said Cynthia would answer and state what
she knows of the transaction, whether she at any
time has given your orator any consideration for the
land and personal property aforesaid and if so what
was it. Your orator prays that your honor would
in consideration of the premises and fraud of said
defendants rescind and annul the conveyances so
made by your orator as aforesaid, and Vest in your orator
the title to the property which has been divested by
covein and deception and for which your orator has
not received any consideration whatsoever, in as much
as the said Sandy Mays has failed to perform his said
contract and has abdicated the same as your orator
believes, and is incapable of performing it either phys-
ically or in a pecuniary way if he could as your orator
verily believes, which also may be said of the said
Cynthia, who as your orator has heard is yet a
minor. Your orator prays also that you would
grant him such other and further relief in the

premises as to you shall seem meet and proper
may it please your honor to grant unto your orator
the State's Subpoena directed to the said Fanny
Mears and Cynthia Mears, citing them to appear
and answer the premises at a certain time and
place under a penalty therein named &c and
as in duty bound your orator will ever pray
John Stewart

by
P. Cole Sol^r

A true copy of the Bill

Wm. J. Weather
Clerk

In Jefferson Circuit Court
April Term 1840

John Stewart

vs
Handy Stewart
Appellant & Deft.

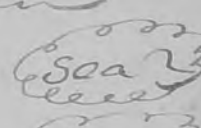
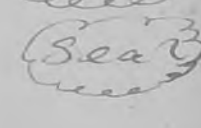
In Chancery.

Copy of Bill.

Filed April 6th 1840

Matthew Pitt

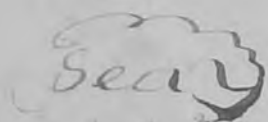
This Indenture, made and entered into this
fourth day of June in the year of our Lord one
thousand eight hundred and thirty eight by
and between John Stewart and Sarah his wife
of the County of Jefferson and State of Missouri
party of the first part, and Cynthia Mays
daughter of Nancy Mays of the County and
State aforesaid party of the second part -
Witnesseth that the said John Stewart and
Sarah his wife in regard of the love and
esteem as well as the consideration of seventy dol-
lars to them in hand paid by the said Cynthia Mays
the receipt whereof is hereby acknowledged have
granted, bargained sold conveyed and confirmed
and by these presents do grant, bargain, sell, con-
vey and confirm unto the said Cynthia Mays
her heirs and assigns forever, all that certain
tract or parcel of Land, situate lying and being
on the waters of Meads Creek in the County of
Jefferson and State of Missouri, and known
as the South East quarter of the South East
quarter of section number twenty four in Town-
ship number forty two of Range number four
East containing forty acres, which said tract
of Land was purchased of the United States of
America on the 26th day of September in the year
of our Lord 1837 (as by duplicate receipt of the receiver
of Public Money at St Louis Missouri number 9657
will be fully seen) by Charles A Stewart, and afterwards
by said Charles A Stewart conveyed by deed bearing
date the second day of April in the year of our Lord
eighteen hundred and thirty eight to said John Stewart
and recorded in the records Office of said County of
Jefferson in Book D page 504. as by reference to which
will be fully seen, together with all and singular
the privileges and appurtenances thereto belonging

in any wise affecting. To Have and to hold
the above described premises unto the said Cynthia
Mays her heirs and assigns forever. And the said
John Stewart and Sarah his wife the aforesaid
premises unto the said Cynthia Mays her heirs
and assigns against the claim or claims of all and
every person whomsoever do and will warrant and
forever defend by these presents. In witness whereof
the said John Stewart and Sarah his wife party
of the first part have hereunto set their hands and
seals the day and year first above written
signed sealed & delivered in presence of John Stewart 
of John H. Weather  Sarah Stewart 
Mark

State of Missouri of
County of Jefferson. Be it remembered that on this
seventh day of June in the year of our Lord Eighteen
hundred and thirty eight, before me John H. Weather
Clerk of the County Court within and for the County
and State aforesaid personally appeared John Stewart
and Sarah his wife personally known to me to be the
parties to the foregoing instrument of writing and acknow-
ledged the same to be their act and deed for the
purposes therein mentioned, she the said Sarah
being by me made acquainted with the contents
thereof and examined separately and apart from her
said husband, acknowledged and declared that she
executed the said deed and relinquished her dower
in the lands and tenements therein mentioned vol-
untarily, freely and without compulsion or undue
influence of her said husband.

In Testimony whereof I have hereunto
set my hand and affixed the seal of
said Court at Office in Mercurium the
seventh day of June in the year of our
Lord 1838.

John H. Weather Clerk



This Indenture made this fourth day of May in the
year 1838 by and between John Stewart and Sarah his
wife of the County of Jefferson and State of Missouri
of the one part, and Cynthia Mays of the County
and State aforesaid of the second part Witnesseth
that for and in consideration of the love and regard
had for the said Cynthia by the said John, and of
the sum of one dollar to him in hand paid the receipt
whereof is hereby acknowledged has granted bargained
and sold to the said Cynthia one undivided half
of three head of horses and their increase during the
life of the said John Stewart and Sarah his wife
and the other undivided half of said horses and
their increase after the decease of said Stewart
and wife, and said Stewart authorises Sander
Mays the father of said Cynthia to work ride
and otherwise lawfully use the said horses and
their increase for the benefit of the family of said
Mays, but in no case to trade, swap, or otherwise dis-
pose of the same without the permission of the
said Stewart, and said Mays is to furnish all
the necessary food for said horses. And the said
John Stewart and Sarah his wife also give and
grant to the said Cynthia Mays all other property
of whatsoever kind they may die possessed including
the household furniture of all kinds after their
decease. In Testimony whereof the said John
Stewart and Sarah his wife and the said Cynthia
Mays have hereunto set their hands and seals
the day and year aforesaid

Signed Sealed & delivered in presence of John Stewart (Seal)
of John V. Watther } Sarah Stewart (Seal)
State of Missouri } Sander Mays (Seal)
County of Jefferson } on the part of Cynthia Mays
of the day of June in the year of our Lord 1838
before me John V. Watther Clerk of the County

Court within and for the County of Jefferson, per-
sonally appeared John Stewart and Sarah his wife
and Sandy Mays all personally known to me to be
the persons whose names are subscribed to the fore-
going instrument of writing as parties thereto and
generally acknowledged the same to be their act
and deed hands and seals for the purposes therein
mentioned. In testimony whereof I have hereto
set my hand and the seal of said Court at
office in Merculaneum this 7th day of June in the
year 1838 { } John J. Weather Clerk
Filed June 7th 1838
Recorded June 8th 1838 { } No. J. Weather Recorder

State of Missouri }
County of Jefferson } John J. Weather Clerk of the
Circuit Court and Recorder within and for said
County do hereby certify that the foregoing is
a true copy of the deed and bill of sale and
agreement, between John Stewart and Sarah
his wife, and Cynthia and Sandy Mays, as
the same now remains of Record in my office
in Book D pages 564, 565, 566 & 567, of said
County Records.

In testimony whereof I have hereto
set my hand and affixed the seal
of said Court at office in the town
of Merculaneum July 24th 1840

No. J. Weather
Clerk

A & B filed March 14th 1840
No. J. Weather
Clerk

County of Jefferson, ss.

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson, GREETING:

We command you to Summon
Hendy Mays, and Cynthia Mays, his
daughters, if they be found in your bailiwick
that they be and appear

before the Judge of our Circuit Court, on the first day of the next
term thereof, to be held at the Town of Hillsboro
within and for the County of Jefferson, on the ^{first} ~~second~~ Monday
of April — next, then and there to answer ~~unto~~ on or
before the third day of said next Term unto the
complaint of John Stewart by his original bill
in Chancery a copy of which is hereto attached

to the damage of said plaintiff

dollars.

And have you then there this writ.

Witness, JOHN S. MATHEWS, Clerk of our said Court,
with the Seal thereof hereto affixed, at office in the Town
of Herculaneum this fourteenth day
of March, in the year of our Lord eighteen
hundred and forty.

John S. Mathews, Clerk.

Sarah Mays and Cynthia Mays
the within named Defendants (not
found in May County April the
6th 1840 John Hammond Sheriff

In Jefferson Lewis Court
April Term 1840.

John Howard Esq

vs
John J. Summers.

Sarah Mays
& Cynthia Mays.

Bills & Chancery

Sherriff for 2 or
East \$1.00

filed April 6 1841

W. J. McArthur
Clerk

John Stewart
 & In Charge
 Lady Mary
 Captain Mary

The account of John S. Mathews
 Guardian of the for Captain
 Mary one of the above diff
 to the side of complaint of court
 This respondent answering says
 that the facts ~~stated~~ ^{stated}
 facts stated in the complaints
 side of complaint be believed
 from his own knowledge to be
 true.

Given to J. Mathews
 this 19th March 1841
 in open Court.
 David Sturges
 Judge

W. J. Mathews.
 Guardian and Li-

Stewart

or answer

Wearo Garrison

Filed March 20th 1844

Wm W. Throod

Collyer

John Stewart

vs
Sandy May
Cyethia May

Moat Inn
1841

And now at this day come the
said John Stewart complainant in the
above case and the said defend-
ant Sandy May having failed to
appear and answer according to
law and the rules of this court
the said writ of ^{and} ~~complaint~~ ^{as to} ~~the~~
~~intention~~ the said Cyethia, who appeared
by her friend John O. Matthews, and
who admitted the facts and allegations
viz: ^{Bill of Complaint} ~~to be true~~ the same therefore
is taken as to both of said defendants
as confessed. It is therefore considered
adjudged and ordered by the court
that the writ of ~~complaint~~ ^{as to} ~~the~~
said complaint and ~~order~~ ^{be} ~~his~~
wife to Cyethia May, ~~ordered~~ ^{for}
all that certain tract or parcel of land
lying and being on the waters of Heads
creek in the County of Jefferson and
State of Mississippi and known as the
South East quarter of the North East
quarter of Section Number twenty five
in Township Number forty two of range
Number five East containing forty acres
be located and surveyed for road and
that said ~~land~~ ^{land} Cyethia May

be directed of all these vested in
him by the conveyance aforesaid, and
that the same be vested in the said
complainant John Thomas, and
~~that~~ ^{as to} the Court as set forth
in said Bill of Complaint in relation
to said tract of Land and other matters
~~to be hereunto considered as the same~~
~~as to~~ ^{that the same} it is further ordered and decreed
be recorded and annulled and
from henceforth in no way held.

Howard
" }
Daisy May }
Deer

March 20th 1841
M. M. M. M. M.
M. M.

John Stewart

to

Sandy Maps

Cynthia Maps

} In Chancery

The Complainant in the above suit
moves the Court to correct a clerical
error in the decree, by the record itself
which shows the error to wit to wit
in said decree as description of the Land
and its locality Section 24. instead of
Section 25 in Range 4. instead of
Range five, which are the errors proved to
be corrected by reference to the exhibits in
the case and part of the record.

J. B. Bobb
for Compt.

John Stewart

3

Dancy Mary

Writin to corrections

Filed Nov 26 1846

Juditha Howard
to Mr

For

Judgment of restitution and Decree in favor
of Plaintiff See Testimony the said Book
No 1 page. 111.

Wm. H. Williams
to send