

Jefferson County Circuit Court  
Case Files - Civil

November 1853, No. 1

Box

7

Folder 58

Cullum, Tilman

V.

Cundiff, James

Debt, note

\$580.90 debt; File includes deed of  
trust on 121 1/100 acres in S25T47R4W;  
Appeal to Missouri Supreme Court; depositions

\$580.90 I hereby warrant after date of  
promise to pay to William Wellman  
the sum of five hundred and eighty  
dollars and thirty cents for value  
received to bear interest at the rate  
of ten per cent per annum from date  
thence in due May being this twenty  
fourth day of October AD 1843

James Goodrich

\$ 654.48

James Cundiff  
Do } Note  
William Cullum

\$ 580.90

Received of William Cullum the sum of  
Twenty four dollars and eighty cents  
being the sum of money due to him  
on the 18th of May 1845 on this note  
John Cundiff

State of Missouri  
In the Circuit Court of  
Jefferson County.  
May Term 1853.

Felman Cullum Plaintiff  
against  
James Cundiff Defendant.

Plaintiff states  
that defendant by his promissory note hereto  
annexed, dated the 24<sup>th</sup> day of October A.D. 1843,  
promised for value received to pay plaintiff  
the sum of Five hundred and eighty dollars  
and ninety Cents (\$580.90) twelve months after  
date and to bear interest from date at the  
rate of ten per Cent per annum.

That on the 30<sup>th</sup> day of January A.D. 1845, Defendant  
paid, by William F. Clark, the sum of four hundred  
and seventy four dollars and fifty Cents on said  
note. That the remainder of said note and  
interest are yet due plaintiff for which  
he asks judgment.

Felman Cullum  
By B. Sharp atty.

Felman Cullum being duly sworn deposes  
and says he believes the above petition and the  
matters therein stated are true -

State of Missouri  
County of Warren

Subscribed and sworn to before me a justice of  
the peace within and for the County and State  
above named this 28<sup>th</sup> day of April A.D. 1853

George W. Blair justice of the  
peace

State of Missouri  
County of Warren  
I Thomas S Marshall  
Clerk of the County Court within and for  
said County & State Certify that George W Blair  
Esq whose name appears officially affixed the  
within and foregoing is now and was at the  
time of signing the same an Acting Justice  
of the Peace for said County duly elected & com-  
missioned as the Law requires that all his official  
acts as such deserve faith and Credit &  
his Signature thereto is genuine

Witness Thomas S Marshall Clerk of  
said Warren County with the Seal  
hereto affixed at office in the Town  
of Warrenton this 30 April 1853  
Thomas S Marshall  
Clerk

1208

Tilman Coulter  
vs J. H. on Note  
James Coult

\$348.34

Let a summons  
be served  
according to law

Wm. H. Jones  
attorney  
per

Filed May 13<sup>th</sup> 1853  
Wm. H. Jones  
attorney  
per  
C. A. H. Jones

State of Missouri  
In the Circuit Court Jefferson County  
May Term 1853.

Titman Cullum Plaintiff

against }  
James Cundiff Defendant

Plaintiff states, that Defendant by his promissory note hereto annexed, dated the 24<sup>th</sup> day of October A.D. 1843. promises for value received to pay plaintiff the sum of five hundred and eighty dollars and ninety cents (\$580.90) twelve months after date and to bear interest from date at the rate of ten per cent per annum, That on the 30<sup>th</sup> day of January A.D. 1845, defendant paid, by William S. Clark, the sum of four hundred and seventy four dollars and fifty cents on said note, that the remainder of said note and interest are yet due plaintiff for which he asks judgment, Titman Cullum

By B Sharp atty

Titman Cullum being duly sworn deposes and says he believes the above petition and the matters therein as stated are true—

State of Missouri }  
County of Warren } Subscribed and sworn to before  
me a Justice of the Peace within and for the county and state  
above named this 28<sup>th</sup> day of April A.D. 1853.

George W Blair Justice of the Peace.

State of Missouri }  
County of Warren }  
I Thomas S Marshall, clerk of the county  
court within and for said county & state, certify that  
George W Blair Esq. whose name appears officially  
affixed to the within and foregoing is now and was at the  
time of signing the same an acting Justice of the Peace  
for said county duly elected and commissioned as the law

requires, that all his official acts as such deserve faith  
and credit & his signature thereto is genuine,

*Witness* Thomas J Marshall Clerk of said Warren  
County with the Seal hereto affixed at office in  
the town of Warrenton this 30<sup>th</sup> April 1853.

Thomas J Marshall Clerk

a true copy of the original petition and affidavit on file  
in my office in said cause.

In Testimony whereof I hereto set my hand  
and affix the Seal of the Circuit Court  
of Jefferson County May 11<sup>th</sup> AD 1853.

Thos C Fletcher Clerk

At 1  
to Circuit Court  
for Term 1853.

*William Bullman*  
vs J Edmund  
James Kendrick

Sheriff's fees \$1.00

The State of Missouri,  
To the Sheriff of the County of Jefferson Greeting  
We command you that you summon James  
Cundiff if he be found in your County that he  
be and appear before the Judge of our Circuit  
Court on the first day of the November Term thereof  
1853 to be begun and held at the town of Hillsboro  
within and for the County of Jefferson on the  
fourth Monday of November next, then and  
there to answer unto Silman Cullem upon his  
original petition a copy whereof is hereto an-  
nexed and have you there there this writ,

Witness Tho. C. Fletcher clerk of our  
said Circuit Court at Hillsboro this  
12<sup>th</sup> day of May A.D. 1853

Tho C Fletcher



I executed the within writ and annexed petition ~~in~~ the  
County of Jefferson on James Cundiff by delivering  
to him a copy of the original writ and annexed  
petition, on the 25 day of May 1853.  
James McColloch Sheriff

Vilmen Culum

vs

James Cundiff

James Cundiff makes oath and says that he is not prepared to file his answer at the present term of the court and asks till the first of March next to prepare and file his answer. That he is advised by counsel that he has a good defense to the action and the papers which are necessary for his defense are of record in the county of Montgomery and he has within the originals and copies in his possession. That he was not advised until the present term of the court that the papers above mentioned were necessary to his defense otherwise he would have had copies and would have been prepared to answer and go to trial at the present term.

That he is advised that, the plaintiff having been in possession use and occupation of a farm in the county of Montgomery belonging to defendant, he has large offsets to said note and it may appear that the note has been fully paid and that the plaintiff is really indebted to the defendant.

That this application for time to answer is not made for negation or delay but for the purpose of getting a fair trial upon the merits of the case.

James Cundiff

sworn to & subscribed before me at  
24<sup>th</sup> 1853 Thos C. Stetson, CLK

Bullman

15

Beutell

17

Filed Nov 29 1853

Wm C. McTeer  
clerk

Leave given Sept 10  
file and on or before  
1st march next.

Jefferson Circuit Court  
May Term 1854  
Tilman Cullum plaintiff  
against  
James Cudiff defendant

In answer to the  
plaintiff's petition the Defendant  
says that on the 24<sup>th</sup> day of Oc-  
tober in the year of our Lord one  
thousand eight hundred and forty  
three he conveyed to William F  
Clark the West-half of the South East  
quarter and the South East-quarter  
of the South East quarter of section  
twenty six Township forty seven  
North Range six West and the  
South West quarter of the North <sup>East</sup> West  
quarter of section twenty five Town-  
ship forty seven North Range six  
West containing in the aggregate  
one hundred and sixty two acres and  
eleven hundredths situated in the  
county of Montgomery State of  
Missouri in trust to secure the pay-  
ment of the sum of five hundred  
and eighty dollars and ninety cents  
for which the defendant executed his  
note to the plaintiff on the day  
and year above set forth which

is the same note in the petition mentioned and while here interest from date at the rate of ten per cent per annum. The said deed to the said William F Black gave authority to him where the failure being made in the payment of the said sum of money at the expiration of one year from the said 24<sup>th</sup> of October 1843 to advertise the land above described for sale by setting up in six public places in the County of Montgomery six handbills giving notice of the time place and manner of sale twenty days before the ~~place~~<sup>said day</sup> of sale and on the day so advertised to be sold to sell at the Court house door in said County between the hours of ten o'clock in the forenoon and two o'clock in the afternoon of that day the same at public auction to the highest bidder for cash and to make execute and deliver to to the purchaser by a good and sufficient deed therefor and to apply the proceeds of said sale first to the payment of the costs and charges attending upon the deed of trust and secondly

to the payment of the said note  
and interest, <sup>a copy</sup> which deed of trust  
is ~~Annexed~~ <sup>attached</sup> and ~~is~~ <sup>is</sup> herewith  
filed and prayed to be taken as a  
part of this petition marked exhibit  
A. The original not being in the  
possession or power of the said  
defendant.

And the said defendant in pet-  
ition states that the said William F  
Clark the trustee appointed by  
said deed combining and conspire-  
ing with the plaintiff and fraudu-  
lently endeavouring to cheat and defraud  
the ~~plain~~ defendant out of his said land  
proceeded to sell the said land to the  
highest bidder for cash on the thirteenth  
day of January in the year of our  
Lord one thousand eight-hundred and  
forty five at the court-house door  
in the county of Montgomery between  
the hours of ten o'clock in the morn-  
ing and two o'clock in the evening  
and the same was sold to the said  
plaintiff for the sum of five hundred  
dollars. The said sale was made  
without the notice required by the  
deed of trust and for aught that  
appears it was sold without any public

notice whatever, as would appear from  
the affidavit of John C. Whitesides attested  
to the said power of attorney  
to the plaintiff a copy of which  
deed with advertisement of the land  
and the affidavit of said Whitesides  
as to the setting up copies of the ad-  
vertisement is herewith filed marked  
B and is prayed to be taken as  
a part of this answer which said  
deed the defendant says is fraudulent  
and void and conveys no title to the  
said Bullum.

Defendant states that he held  
said land by himself or agents all  
about the time of the sale. And that  
he ~~never~~<sup>had not</sup> himself lived upon the  
land for many years, that the keys  
in the latter part of the year 1844  
had been delivered over to his agent  
and are now in his possession but  
the said Bullum in some short  
time after his pretended purchase  
took possession of said  
land and has received the rents  
issues and profits. That there is a  
large parcel of good bottom land with  
an orchard dwelling house and

other necessary building and the rents  
and profits one of the yearly value  
of about one hundred and fifty dollars  
and the ~~said~~ defendant is ready and  
willing and have offers to pay the  
plaintiff the said note ~~after~~ and  
interest - after deducting the reasona-  
ble rents and profits of the said  
farm disclaiming the credit which  
appears upon the note.

Defendant in the year 1844 he em-  
powered <sup>Richard</sup> William Cundiff to take posses-  
sion of said land and to act as his  
agent in the whole matter in paying  
off the note said upon. The said  
<sup>Richard</sup> William came to the Mississippi river  
in June 1844 with his family on  
way to the land but found it im-  
possible to cross said river on ac-  
count of the high water and finally  
located himself in Franklin County  
and he was subsequently taken sick  
and remained so till after the time  
of the pretended sale and this defend-  
ant had no knowledge of the sale or  
that <sup>Richard</sup> William Cundiff had not arrived  
at the land. If the said William had  
gone to the land as he expected or

had he not been sick the debt would have been paid according to arrangements which had been made between William <sup>Richard</sup> Cusdiff and dependent to that effect. As to himself he had no permanent location ~~to~~ about this time but he was sometimes in Illinois and sometimes in the country of St Francis Parish & the Louisiana and for this reason he had probably failed to receive notice ~~that~~ from William <sup>Richard</sup> Cusdiff that he had failed to pay the money according to the agreement between them.

In consideration of consequence of the sale he had failed to take any further care of the land or any further interest in the matter and probably never should have taken the pains to look into the matter further had the plaintiff not instituted the present suit.

In consideration of the premises defendant prays that the deed from Mrs F Black to the plaintiff may be declared void and that the said defendant-plaintiff may <sup>be</sup> compelled to account for the money

issues and profits of the said land  
from January 1845 to the present  
time and that the same may from  
year to year be credited upon the note  
sued upon

M. Trippe

James Cundiff makes oath and  
says that the foregoing answer and  
the matters therein as stated he  
believes to be true. James Cundiff  
Sworn to & Subscribed before  
me Feb 28 1854

Thos C. Fletcher C. C.

Thomas Nelson  
against  
James Kennedy

Answer

Filed Jul 28<sup>th</sup> 1854  
Chas. DeLoach  
clerk

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This Indenture made and executed this twenty fourth day of October in the year of our Lord eighteen hundred and forty three between James Gaudiff of Saint Genevieve in the state of Missouri of the first part and William F. Clark of Montgomery County in said State of the second part and Simon Cullam of Warren County in said State of the third part Witnesseth that for and in consideration of the sum of five hundred and eighty dollars and ninety cents in hand paid by the party of the third part to the party of the first part the receipt whereof said party of the first part hereby acknowledges. The said party of the first part has bargained sold and conveyed and by these presents does grant bargain sell and convey to the said party of the second part the following described lands and tenements to wit the West half of the South East quarter of Section No. twenty five in township number forty seven North of Range No. six West containing eighty acres and ninety five hundredths of an acre also the South East quarter of the South East quarter of the same section Township and Range also the South West quarter of the North East quarter of the same section Township and Range containing forty one acres and sixteenth hundredths of an acre, all situated in the County of Montgomery in the state of Missouri. As witness our hand to have to him the said party of the second part and to his heirs and assigns forever in trust nevertheless and for the purpose only herein after

set forth here. Whereas the said party of the first  
part is jointly indebted to the party of the  
third part in the sum of five hundred  
and eighty dollars and ninety cents to some  
the payment of which sum the said  
party of the first part has executed to the  
said party of the third part his note of  
this date for said sum and twelve months  
after date and bearing interest from  
date at the rate of ten per cent per an-  
num. Now if the said party of the first part  
shall pay and discharge said note with  
the interest and thereon or before  
the twenty fourth day of October in the  
year eighteen hundred and forty four  
then this deed to be void and of no effect  
But if said note or any part thereof  
shall remain unpaid then it being  
seen then and in that case said party  
of the second part trustee as aforesaid  
shall advertise said land for sale by  
posting up in six public places in said  
County of Montgomery six hand bills giving  
notice of the time, place and manner  
of said sale twenty days before the said  
day of sale and on the day so advertised  
to be sold shall sell at the Court House door  
in said County between the hours of ten  
o'clock in the morning & two o'clock in the  
evening of that day the aforesaid land  
at public auction to the highest bidder  
for ready money and shall make execute  
and deliver to the purchaser or purcha-  
sers a good and sufficient deed or deeds  
therefor and said trustee shall apply the

Money arising from said sale first to the  
payment of all costs and charges, after  
saying the execution of this deed of trust  
And secondly to the payment of the said  
note with the interest that may there be  
due thereon And if anything remaining  
of said funds he shall pay over the same  
to said party of the first part. In testimony  
whereof the parties hereunto have set their  
hands & seals this 24th day of October in the  
year A.D. 1843.

James Bunceith (Seal)  
William H. Clark (Seal)  
Silman Bullom (Seal)

State of Missouri }  
Montgomery County, Mo. Be it remembered that  
on the twenty fourth day of October in the  
year of our Lord one thousand eight hun-  
dred and forty three James Bunceith, William  
H. Clark, And Silman Bullom came before me  
Jacob L. Sharp Clerk of the Circuit Court  
in and for the County aforesaid who are all  
personally known to me to be the persons  
whose names are subscribed to the foregoing  
instrument of writing & appearing parties thereto  
and acknowledged said instrument to be  
their act and deed for the purposes therein  
mentioned.

In testimony whereof I have hereunto set  
my hand & affixed the Seal of said Court  
at office in the Town of Danville the date  
above written. Jacob L. Sharp Clk.

Filed for Record on the 24th day of October and  
Recorded on the 30th day of said Month in the  
Year of our Lord 1843.

Jacob L. Sharp Clk. &c.

State of Mississippi  
Montgomery County } J. I. Jacob L. Sharp  
Clerk of the Circuit Court and Ex-officio  
Recorder in for said County certify  
that the foregoing is truly copied from  
the Records of said Court now remaining  
in my office

In testimony whereof I have here-  
unto set my hand and affixed  
the Seal of said Court at office  
in the Town of Danville this  
24th day of February in the  
year of our Lord 1854

Jacob L. Sharp Wm.

Exhibit A  
to the Court  
to the Court  
to the Court  
to the Court

Cash 83.00  
Cash 25  
Total \$ 1.08

Filed Jul 28 1854  
J. I. Jacob L. Sharp  
Clerk

This deed made this thirteenth day of January in the year of our Lord one thousand eight hundred and forty five; Witnesseth that whereas James Bundiff by his deed dated the twenty fourth day of October in the year eighteen hundred and forty three Recorded in the Recorders office of Montgomery County in the State of Missouri in Book 4 page five hundred and Seventy Three Conveyed to William F. Clark of said County a tract of land situate lying and being in said County and consisting of the West half of the South East quarter of Section twenty five in Township forty seven north of Range Six west of the fifth principal meridian containing eighty acres and ninety five hundredths of an acre, and of South East quarter of South East quarter of the same section, Township and Range; and of the South West quarter of the North East quarter of the same section, Township and Range containing forty one acres and sixteen hundredths of an acre. In Trust that if the said James Bundiff should fail to pay to Simon Bullom the amount of a certain note of even date with said deed for the sum of five hundred and eighty dollars and ninety cents with interest from date at the rate of ten per cent per annum, payable twelve months after date, then that the said William F. Clark should advertise said land for sale by setting up in six public places in <sup>said</sup> Montgomery County six handbills giving notice of the time place and manner of sale twenty days before the day of sale and should sell said land at Public Auction to the highest bidder for ready money at the Court house door in said County between the hours of ten O'clock in the morning and two O'clock in the evening of the day of sale. And whereas the said James Bundiff has failed to pay the principal and interest of said note, and the said William F. Clark having given notice of the sale of said land

under the said deed of trust by advertising the same  
by setting up in six public places in the County of  
Montgomery six hand bills giving notice of the time place  
and manner of said sale, twenty days before the said  
day of sale, a copy of which said advertisement is here-  
unto annexed and made part of this deed. And whereas,  
the said William F. Clark in pursuance of the said  
deed of trust and the said advertisement did on the  
thirteenth day of January in the year eighteen hundred  
and forty five expose the said land to sale at Public  
Auction to the highest bidder for ready money at the Court  
House door in said County of Montgomery between the  
hours of ten O'clock in the morning and two O'clock in  
the evening of that day, And whereas Silmon Bullom  
of the County of Warren in the State of Missouri, did  
at said sale become the purchaser of said land and  
the price and sum of five hundred dollars he being the  
highest bidder therefor. Now therefore this deed witness-  
eth that the said William F. Clark trustee as aforesaid  
in pursuance of the power in him vested by said deed  
and in consideration of the sum of five hundred  
dollars to him in hand paid by the said Silmon Bul-  
lom before the sealing and delivery of these presents  
doth bargain sell and convey unto the said Silmon  
Bullom the said tract of land above described con-  
sisting of the said three several parts above mentioned

Together with all the privileges and appurtenances  
thereunto belonging. To hold the said land above described  
unto him the said Silmon Bullom and his heirs and  
assigns forever. In Witness whereof the said William  
F. Clark has hereunto set his hand and seal the day  
and year above written

William F. Clark Trustee (Seal)

Trustees Sale

Whereas James bundiff of Saint Genevieve County

in the State of Missouri, has by his deed of trust dated the twenty fourth day of October in the Year of our Lord eighteen hundred and forty three, and recorded in the office of the recorder of Montgomery County in the State aforesaid in Book G page 573 conveyed to the undersigned the land describes in said deed as follows. A certain tract of land lying and situate in Montgomery County and State of Missouri and being the west half of the South East quarter of section number twenty five in Township number forty seven north of Range number six west containing eighty acres and ninety five hundredths of an acre. Also the South East quarter of the South East quarter of the same section township and Range, Also the South West quarter of the North East quarter of the same section township and Range containing forty one acres and sixteen hundredths of an acre, All situate in the County of Montgomery and State aforesaid, In trust nevertheless to secure the payment of a note which the said James Cunniff did execute to Tilmon Bullom bearing even date with the deed of trust aforesaid and due twelve months after date for five hundred and eighty dollars and ninety cents and bearing ten percent interest from date which note is now due and unpaid, Now therefore in pursuance of the authority contained in the aforesaid deed of trust, and having been requested so to do by Tilmon Bullom who is the holder of the note aforesaid. I shall on the thirteenth day of January in the year eighteen hundred and forty five proceed to sell to the highest bidder for cash at the Court House door in the Town of Sarville in the County of Montgomery and State aforesaid the above described property to satisfy said note and the expenses of said trust and sale, and will therefore execute to the purchaser a deed conveying all the right title and interest that by virtue of said deed of trust and sale I can convey. The Sale will take place between the

hours of ten O'clock A.M. and two O'clock P.M.

William F. Clark Trustee

I John C. Whiteside of Montgomery County and State of Missouri do on my oath declare that I set up six just and true copies of the foregoing advertisement at six of the most public places, of the County and State aforesaid all of which I set up between the 28<sup>th</sup> day of December 1844 and the 14<sup>th</sup> day of January 1845 which I did under the direction of William F. Clark of the County and State aforesaid. Given under my hand this 30<sup>th</sup> day of January 1845

John C. Whiteside

Subscribed and sworn to  
before me the 30<sup>th</sup> of January

1845.

John P. Farron Justice of the Peace

State of Missouri,

Montgomery County } ss. Be it remembered that on this thirteenth day of January in the year of our Lord one thousand eight hundred and forty five, William F. Clark came before me, Jacob L. Sharp clerk of the Circuit Court in and for said County who is personally known to me to be the person whose name is subscribed to the foregoing instrument of writing as a party thereto and acknowledges said instrument to be his act and deed for the purposes therein mentioned. In Witness whereof we have hereunto set



my hand and affixed the seal of said court at office in the town of Danville the 30<sup>th</sup> day of January in the year of our Lord 1845

Jacob L. Sharp clk

In the 3<sup>rd</sup> line of the advertisement attached to the deed after the word proceed two words are erased

Recorded the 1<sup>st</sup> day of May A.D. 1845

State of Missouri  
Montgomery County



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I Jacob L Sharp Clerk of  
the Circuit Court and Ex Officio Recorder in and  
for said County certify that the foregoing and annexed  
is truly copied from the Record of deeds in my office  
in Book H page 202

In testimony whereof, I have hereunto  
set my hand and official seal; Done  
at office in the Town of Danville the  
20<sup>th</sup> day of February A.D. 1857

Jacob L. Sharp M.C.  




Wm F. Clark

To 3000 of Trust  
copy

Simon Green

Car  
B

Copy 1.00  
Car 1.25  

---

\$ 2.25

Filed  
Jul 28 1884  
Jas. G. Lecher  
Clerk

COUNTY OF JEFFERSON.

The State of Missouri,

To John. Stebbins and Richard Lundick

Greeting:

You are hereby commanded, that setting aside all manner of  
excuse and delay, you appear before our Unsworn Court for the  
County aforesaid, on the 23<sup>rd</sup> day of May next  
at Millboro, then and there to testify, and the truth to say in a certain  
matter of controversy, now pending in our said Court, wherein  
William Lundick Plaintiff and  
James Lundick Defendant on the part  
of Defendant and herein you are in no wise to fail.

Witness, Thomas C. Fletcher, Clerk of our said

Court, with the Seal thereof hereto affixed,  
at office this 4<sup>th</sup> day of May  
A. D. 1854

Clerk.

Thos. Fletcher  
Jas. C. Fletcher & Co

Served the within Subpoena on the 13<sup>th</sup> day of  
May 1834 in Franklin County Missouri on  
Richard Cundiff and John Kellison by reading  
the said Subpoena to them in their hearing on that day  
From to and Subscribed before  
me the Clerk of the Circuit Court of Franklin County  
Missouri this 16 day of May A.D. 1834

Fee 25<sup>cts</sup> Paid by Cundiff

C. S. Jeffries Clerk  
J. E. R. Jeffries & Co

20. Circuit Court.

May Term 1834

William Cullum

vs } open

James Cundiff

for self

John Kellison

Richard Cundiff

14th day

This Indenture made and ~~entered~~  
executed this twenty fourth day of October in the  
Year of our Lord eighteen hundred and forty  
three between James Cundiff of Saint Genevieve  
County in the State of Missouri of the first  
part and William F. Clark of Montgomery  
County in said State of the second part and  
Limon Bullom in Warren County in said State  
of the third part Witnesseth, that for and in consideration  
of the sum of five hundred and eighty dollars and  
ninety cents in hand paid by the party of the third  
part to the party of the first part, the receipt whereof  
said party of the first part hereby acknowledges  
The said party of the first part has bargained sold  
and conveyed, and by these presents does grant  
bargain sell and convey to the said party of the  
second part the following described lands and  
tenements to wit the west half of the South East  
quarter of Section No twenty five in Township  
number forty Seven north of Range No Six west  
Containing eighty acres and ninety five hundredths  
of an acre, also the South East quarter of the South  
East quarter of the same section Township and  
Range, also the South West quarter of the North  
East quarter of the same section Township and  
Range containing forty one acres and sixteen  
hundredths of an acre all situate in the County  
of Montgomery in the State of Missouri, To have and  
to hold to him the said party of the second part and to  
his heirs and assigns in trust forever. Nevertheless  
for the purpose only hereinafter set forth viz: Whereas  
the said party of the first is justly indebted to the par-  
ty of the third part in the sum of five hundred and  
eighty dollars and ninety cents to secure the payment  
of which sum he the said party of the first part has

executed to said party of the first part his note  
of this date for said sum due twelve months  
after date and bearing interest from date  
at the rate of ten per cent per annum. Now if  
the said party of the first part shall pay and  
discharge said note with the interest due thereon  
on or before the twenty fourth day of October  
in the year eighteen hundred and forty four  
then this deed to be void and of no effect. But  
if said note or any part thereof shall remain  
unpaid when it becomes due, then and in that  
case said party of the second part trustee  
as aforesaid shall advertise said lands for  
sale by setting up in six public places, in  
said County of Montgomery six handbills  
giving notice of the time place and manner  
of said sale twenty days before the said  
day of sale and on the day so advertised to  
be sold, shall sell at the Court House ~~there~~  
in said County between the hours of ten  
o'clock in the morning and two o'clock in  
the evening of that day the aforesaid land  
at Public Auction to the highest bidder  
for ready money, and shall make execute  
and deliver to the purchaser or purchasers  
a good and sufficient deed or deeds therefor  
and said trustee shall apply the money  
arising from said sale first to the pay-  
ment of all costs and charges attending  
the execution of this deed of trust and  
secondly to the payment of the said note with  
the interest that may then be due thereon  
And if anything remains of said funds he

shall pay over the same to said party of  
the first part. In testimony whereof  
the parties, hereto have set their hands and seals,  
this 24<sup>th</sup> day of October in the year AD 1843

James Cundiff        
William F. Clark        
Silmon Cullom      

State of Missouri }  
Montgomery County } ss. Be it remembered  
that on the twenty fourth day of October in  
the year of our Lord one thousand eight  
hundred and forty three, James Cundiff, Wil-  
liam F. Clark and Silmon Cullom came  
before me Jacob L. Sharp Clerk of the Circuit  
Court in and for the County aforesaid, who are  
all personally known to me to be the persons  
whose names are subscribed to the foregoing  
instrument of writing as being parties thereto  
and acknowledged said instrument to be  
their act and deed for the purposes therein  
mentioned. In witness whereof I have hereunto  
 set my hand and affixed the seal of said  
Court at my office in the town of Danville the date  
above written.

Jacob L. Sharp Clerk

In the 7<sup>th</sup> line from the top on the 2<sup>nd</sup> page of the deed after  
the word "note" the words "of this date" are interlined. In the 14<sup>th</sup> line  
from the top on same page of same after the word "four" the words  
"the within and to be void of no effect" are interlined. In the 22<sup>nd</sup> line  
from the top on the same page of same after the word "sale" the  
words "twenty days before the said day of sale" are interlined.  
In the 2<sup>nd</sup> line from the top on the 3<sup>rd</sup> page of same before the  
word "note" the word "sold" is interlined. In the fifth line from the  
top on same page of same after the word "the" where it occurs,  
last in said line the word "first" is written on an erasure.

In the 3<sup>rd</sup> line from the top of the certificate of acknowledgment after the word "twenty" there is one word erased and the word "fourth" is interlined

Filed for Record on the 24<sup>th</sup> day of October  
and Recorded on the 30<sup>th</sup> day of same month  
in the year of our Lord one thousand eight hundred and forty  
three  
Jacob L Sharp CLK

State of Missouri, Montgomery County ss - I Jacob L Sharp  
Clerk of the Circuit Court and Ex officio Recorder in  
and for said County certify that the foregoing is truly  
Copied from the Records of Deeds (Book G page 574) in  
my office - In Witness whereof, I have hereunto set  
my hand and official seal, Done at office  
in the Town of Danville the 31<sup>st</sup> day of  
March AD 1854 - Jacob L Sharp  
By Saml F Sharp SC

James Lundiff

Copy

To 2 deeds of Trust

Wm Clark

Filed May 24<sup>th</sup> 1854  
this 6<sup>th</sup> day of October  
1854

fee  
1.15-

State of Missouri

Montgomery County } ss.

I Jacob L. Sharp Clerk of  
the Circuit Court and Ex officio the  
Recorder in and for said County  
Certify that I have this day exami-  
ned the Original deed from Will-  
iam H. Clark to Helman Bullom  
for said sale as the property of James  
Bundick by said Clerk as Trustee  
in and under of Trust, and that the  
date of said deed, the day of sale  
of said land and the year of sale  
mentioned in the trustees notice of  
said sale is the thirtieth day of  
January 1845 and that the acknow-  
ledgment of said deed is the same  
date, and I further Certify that when  
the Record of said deed in my  
office in every instance was written  
thirtieth through mistake and I further  
Certify that in the affidavit of John  
C. White said the person who put up  
the notices of said sale in the original  
it is written "all of which I set up between  
the 28th day of December 1844 and the  
4th day of January 1845. On the Record  
it is written 14th instead of 4th through mistake  
all which mistakes are corrected on the  
Record in accordance with  
the facts. In testimony whereof  
I have hereunto set my hand  
and affixed the Seal of said Court  
at office in Danvers the 31st March  
A. D. 1854. Jacob L. Sharp Clerk.

Certificate of Clerk

Filed May 24<sup>th</sup> 1854.  
Jho C. DeLcher  
Clerk

This deed, made this thirtieth day of January in the year of our Lord one thousand eight hundred and forty five Witnesseth: That whereas, James Lundiff by his deed dated the twenty fourth day of October in the year eighteen hundred and forty three recorded in the Recorder's office of Montgomery county, in the State of Missouri in Book 4 page five hundred and seventy three conveyed to William F. Clark of said county a tract of land situate lying and being in said county and consisting of the west half of the South East quarter of section twenty five in Township forty seven North of Range six west of the fifth principal meridian containing eighty acres and ninety five hundredths of an acre; and of South East quarter of the South East quarter of the same section Township and range; and of the South West quarter of the North East quarter of the same section Township and Range containing forty one acres and sixteen hundredths of an acre. In trust that if the said James Lundiff should fail to pay to Silman Bullom the amount of a certain note of even date with said deed for the sum of five hundred and eighty dollars and ninety cents with interest from date at the rate of ten per cent per annum payable twelve months after date then that the said William F. Clark should advertise said land for sale by setting up in six public places in said county of Montgomery, six hand bills giving notice of the time place and manner of said sale twenty days before the day of sale and should sell said land at public auction to the highest bidder for ready money at the Court House door in said county between the hours of ten o'clock in the

morning and two o'clock in the evening of the day of sale, and whereas the said James Lundiff has failed to pay the principal and interest of said note and the said William F. Clark having given notice of the sale of said land under the said deed of trust by advertising the same by setting up in six public places in the County of Montgomery six hand bills giving notice of the time place and manner of said sale twenty days before the said day of sale a copy of which advertisement is hereto annexed and forms part of this deed; and whereas the said William F. Clark in pursuance of the said deed of trust and the said advertisement did on the thirtieth day of January in the year eighteen hundred and forty five expose the said land to sale at public auction to the highest bidder for ready money at the Court House door in said County of Montgomery between the hours of ten o'clock in the morning and two o'clock in the evening of that day: and whereas Silman Cullom of the County of Warren in the State of Wisconsin did at said sale become the purchaser of said land at the price and sum of Five hundred dollars, he being the highest bidder therefor, Now Therefore his deed witnesseth: that the said William F. Clark trustee as aforesaid in pursuance of the power in him vested by said deed and in consideration of the sum of Five hundred dollars to him in hand paid by the said Silman Cullom, before the sealing and delivery of these presents the receipt whereof is hereby acknowledged has bargained sold and conveyed and by these presents doth bargain sell and convey unto the said Silman Cullom the said

tract of land above described consisting of the  
said three several parts above mentioned together  
with all the privileges and appurtenances there-  
unto belonging, To Have and To Hold the said  
land above described unto him the said Silman  
Cullom and his heirs and assigns forever, In testimony  
whereof the said William F. Clark has hereunto set  
his hand and seal the day and year above written  
William F. Clark Trustee (Seal)

State of Missouri } p.

Montgomery County } Be it remembered that on this  
thirtieth day of January in the year of our Lord one  
thousand eight hundred and forty five William F.  
Clark came before me Jacob L. Sharp Clerk of the Cir-  
cuit Court in and for said County, who is personally  
known to me to be the person whose name is sub-  
scribed to the foregoing instrument of writing as  
a party thereto and acknowledged said instrument to  
be his act and deed for the purposes therein mentioned

In witness whereof we have hereunto set my  
hand and affixed the seal of said Court at  
(LS) office in the town of Danville the 30th day  
of January in the year of our Lord 1845  
Jacob L. Sharp CLK

State of Missouri } p.

Montgomery County } I, Jacob L. Sharp Clerk of the  
Circuit Court and Ex officio Recorder in and for  
said County, certify that the foregoing deed is truly  
recorded in my office in Book H page 200, 201  
202. In witness whereof I have hereunto set my  
(LS) hand and affixed the seal of said Court at office the  
1st day of May AD 1845, Jacob L. Sharp CLK re-  
endorsed Filed for record 21st April 1845 JLS CLK fee paid

Filed as an exhibit in the case of Cullom vs Cundiff  
May 24th 1874, Thos C Fletcher CLK,

Annexed thereto is the following.

"Trustee's sale, whereas James Cundiff of Saint Genevieve County in the state of Missouri has by his deed of trust, dated the twenty fourth day of October in the year of our Lord eighteen hundred and forty three and recorded in the office of the Recorder of Montgomery County in the state of Missouri in Book 4. and page 573. Conveyed to the undersigned the land described in said deed as follows, a certain tract of land lying and situate in Montgomery County in the state of Missouri and being the west half of the South East quarter of Section number twenty five in Township number forty seven North of Range number six west containing <sup>and ninety five hundredths of an acre</sup> eighty acres, also the South East quarter of the south East quarter of the same Section Township and Range, also the south West quarter of the north East quarter of the same Section Township and Range containing forty one acres and sixteen hundredths of an acre, all situate in the County of Montgomery and State aforesaid In Trust nevertheless to secure the payment of a note which the said James Cundiff did execute to Silman Cullom bearing even date with the deed of Trust aforesaid, and due twelve months after date for five hundred and eighty dollars and ninety cents and bearing ten per cent interest from date which note is now due and unpaid Now therefore in pursuance of the authority contained in the aforesaid deed of trust

and having been requested so to do by Tilman  
Cullow who is the holder of the note aforesaid, I shall  
on the thirtieth day of January in the year eighteen  
hundred and forty five, proceed to sell to the  
highest bidder for cash at the Court House door  
in the Town of Danville in the County of Montgomery  
and State aforesaid the above described property  
to satisfy said note and the expenses of said trust  
and sale and will therefore execute to the  
purchaser a deed conveying all the right  
title and interest that by virtue of said deed  
of trust <sup>of sale</sup> I can convey, The sale will take  
place between the hours of Ten o'clock A.M.  
and Two o'clock P.M. William F. Clark Trustee

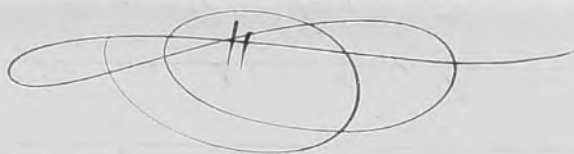
I John C. Whitesides, of Montgomery County and State  
of Missouri, do on my oath declare, that I set up six  
just and true copies of the foregoing advertisement  
at six of the most public places in the County and State  
aforesaid all of which I set up between the 28th day  
of December 1844 and the fourth day of January 1845,  
which I did under the direction of William F. Clark of the  
County and State aforesaid, Given under my hand this  
30th day of January 1845, John C. Whitesides  
Subscribed and sworn to before me  
this the 30th of January 1845,  
John P. Harrow Justice of the Peace,

State of Missouri &c.  
County of Jefferson I the undersigned Clerk of the  
Circuit Court in and for said County do hereby  
Certify that the foregoing is a true copy of an

instrument purporting to be a deed from William F Clark Trustee  
to Silman Cullom and of the Copy of advertisement & affidavit  
thereto annexed as the same remains on file in my office  
as an exhibit in the case of Silman Cullom against James  
Lundiff.

In Testimony Whereof I hereto set my hand and  
affix the Seal of said Court at Office  
July 7th A.D. 1854.

Thos B. Fletcher Clerk



Copy  
Wm F Clark Trustee  
vs  
Silman Cullom

for

William Coleman }  
vs } In the Circuit Court of Jefferson  
James Condict } County Missouri

To James Condict. You are hereby notified that dep-  
ositions of witnesses to be read in evidence in the  
above cause on the part of the plaintiff will be taken  
at the office of the clerk of the Circuit Court in the  
town of Danville, ~~Miss~~<sup>West</sup> Montgomery County, Missouri, on the  
18<sup>th</sup> day of September 1854, between the hours of 9 o'clock  
in the forenoon and 6 o'clock in the afternoon, and if  
not completed, will be continued from day to day at  
the same place between the same hours, till com-  
pleted.

Aug 30 1854

Jas A Burt atty  
for plaintiff

I executed the within Notice on  
James Concliff by Delivering to him  
Said Concliff a true copy of the within.  
This the 3<sup>rd</sup> day of September 1854  
Augustine Wiley Sheriff.

Tillman Cullum

vs

James Concliff

Depos Notice of

Leave this copy with  
Concliff

Sheriffs fees 50 cts

Depositions of Witnesses produced sworn and Examined before me Jacob Patterson a justice of the Peace in and for the County of Montgomery and State of Missouri, at the office of the Clerk of the Circuit Court of said County of Montgomery - in pursuance of the annexed notice - to be read in Evidence on the part of the Plaintiff, in a certain cause now pending in the Circuit Court of Jefferson County Missouri, wherein Tillman Callum is Plaintiff and James Wendt is defendant - taken on this the 18<sup>th</sup> day of September 1854, between the hours of 9 o'clock in the forenoon and six o'clock in the afternoon of said day -

Jacob L. Shark of lawful age having been produced sworn and Examined deposes and says -

That he is Recorder of deeds for the County of Montgomery Missouri - and held that office in May 1845 - that he has Examined a certain deed ~~purporting to have been~~ executed by William F. Clark as Trustee, conveying certain lands therein described to Tillman Callum - and filed for record in the Recorder's office of said County of Montgomery on the 21<sup>st</sup> of April 1845 - and recorded on the first of May 1845 <sup>and attached to this deposition</sup> - That upon Examination of said original deed, he finds, ~~that~~ comparing said deed with the record thereof in his office - he finds that in recording said deed he made a mistake in the date thereof in this - that in copying said deed he wrote the word thirteenth,

instead of the word thirtieth - that he finds  
by an examination of said deed - which is  
attached to this deposition - that the true date  
of said deed is the thirtieth of January  
one thousand eight hundred and forty five -  
and not the thirteenth as stated on the  
record - He further states that in recording  
the notice attached to said deed and headed  
"Truslee's Sale" - and the ~~certificate~~<sup>affidavit</sup> of  
John. L. Whiteside on said notice - in  
transcribing the words "the 4<sup>th</sup> day of January  
1845" - he by mistake recorded them as  
follows to wit: "The 14<sup>th</sup> day of January 1845" -  
which he is satisfied is not correct - but should  
have been "the 4<sup>th</sup> day of January 1845" -

He further states that he is acquainted with  
the hand writing of John. P. Farrow - and  
~~believes~~<sup>believes</sup> the signature to the certificate of said  
affidavit of John. L. Whitesides - attached to said  
deed and to this deposition - to be the signature  
of said John. P. Farrow - He further states that  
the said William F. Clark - the Trustee who  
executed said deed is now dead - and has been  
dead about twelve months - He further states -  
that he believes he took the acknowledgment  
of William F. Clark to said deed on the day of  
the sale of the property mentioned and described  
therein - and further this deponent saith not

Subscribed and  
sworn to before me

Jacob L. Sharp

This the 18<sup>th</sup> day of September 1854 -

Jacob Patton. J. P.

John L. Whiteside being produced sworn and Examined on the oath of the Plaintiff in the above entitled cause deposes and says -

That he is a resident of Montgomery County Missouri - that he has Examined the deed attached to this deposition executed by William F. Clark Junr - and the notice and affidavit attached to said deed - that said affidavit is true - that he signed said affidavit - and was sworn to the same by John P. Farrow a Justice of the Peace for Montgomery County aforesaid - that the signature to said affidavit "John L. Whiteside" is his signature - and that he posted up six advertisements, such as the one attached to said deed - and of which it is a true copy at least twenty days before the 30<sup>th</sup> day of January 1845 - on which last named day <sup>he believes</sup> the property described in said deed was sold by said William F. Clark - said advertisements or hand bills were posted up at six public places in the County of Montgomery aforesaid - more than twenty days before said day of sale - and further this deponent saith not -

Subscribed and sworn  
to before me this 18<sup>th</sup>  
day of September 1854.

John L. Whiteside

Jacob Patton J.P.

State of Missouri  
County of Montgomery

I the undersigned a Justice of the Peace in and for the County of Montgomery and State of Missouri certify that Jacob L. Sharp and John C. Whitesides whose places of residence are in the said County of Montgomery, were by me severally sworn to testify the whole truth of their knowledge touching a certain matter of controversy now pending in the Circuit Court of Jefferson County Missouri wherein Tillman Bullum is Plaintiff and James C. Cundiff is defendant on the part of the said Plaintiff - that their examinations were reduced to writing and signed by them in my presence ~~at the office~~ of the Clerk of the Circuit Court of said County of Montgomery on the 18<sup>th</sup> day of September 1854 - and between the hours of nine o'clock in the forenoon and six o'clock in the afternoon of said day - in pursuance of the annexed notice ~

Jacob Patton a Justice of the Peace State of Missouri, Montgomery County, do hereby certify that the County Court of said County certify that Jacob Patton whose genuine signature appears to the foregoing certificate is an acting Justice of the Peace of said County duly commissioned and qualified - In witness whereof I have hereunto

set my hand and official seal, done at office in the town of Samuels the 18<sup>th</sup> day of September A.D. 1854

Jacob L. Sharpe  
By Samuel Sharpe

Tillman Bullum

vs.

James Cundiff.

Depositions ~

Rec'd per mail opened & filed

by me Sep 22<sup>nd</sup> 1854

Thos C. Fletcher

(Clerk)

Justice Fees

25<sup>cts</sup>

William Cullem } In the Circuit Court of

18

James Burdick } Jefferson County Missouri  
vs William Cullem } you are hereby

notified that depositions of witnesses to be read in  
evidence in the a fore Cause on the part of the  
defendant will be taken in the Town of Lawrence  
at the house of Robert C. Henderson  
Montgomery County Missouri on 21<sup>st</sup> day of  
November 1854 between the hours of 9 o'clock in  
the forenoon and 6 o'clock in the afternoon and if  
not completed will be continued from day  
to day at the same place and between the  
same hours till completed

November

~~the~~ 18<sup>th</sup> 1854

James Burdick

Grant, Wash

Depositions of Witnesses, produced, sworn and examined on the 21<sup>st</sup> day of November in the year of our Lord eighteen hundred and fifty four between the hours of Nine O'clock in the forenoon and Six O'clock in the afternoon of that day at the house of Robert C. Fullerson in the Town of Danville in Montgomery County State of Missouri before me Robert C. Fullerson a justice of the peace within and for the County aforesaid in a certain cause now depending in the Jefferson Circuit Court of the County of Jefferson State of Missouri between Tullman Cullum plaintiff and James Cundiff defendant on the part of the Defendant, do posit and say

That in the month of Feb. 1854 witness in company with defendant went in to the Clerk's office of Montgomery County State of Missouri. The records then said that the land sold by Wm J. Clark trustee to the plff was sold at public auction on the thirteenth of January 1848. That it was advertised to be sold on that day; That the trustee was required by the deed of trust to give twenty days notice, That the affidavit of John C. Whitesides states that the notice were put up between the twenty eighth of December 1844 the fourteenth of January 1848, That the figure one was not so plain as the four. That one had the appearance to witness of having been made for a one and substituted. That defendant told the Clerk that he wished him to examine the record critically that it was ~~to be~~ to be used in court. That the Clerk said that the error was fatal & that the sale was void. That the Clerk spoke from the record in his office as it then stood as witness understood. The Clerk said also that if the sale had been void that with it (the sale) would have still been void for want of notice.

Witness says that he has examined the records since the time before named. That the records have been changed

That the word "thirtieth" in the deed has been changed  
in two places in the deed to the "thirtieth". That in  
the advertisement the word "thirtieth" is changed to  
thirtieth. That in the affidavit given by John C. White  
sides the figure fourteen is changed to four by  
erasing the one. That in the acknowledgment  
the date <sup>is</sup> given the Thirtieth. That it has not been  
changed <sup>in the acknowledgment</sup>. That witness knows the land to which the  
affidavit relates. Plff acknowledges that he  
has uninterrupted possession from the date of the af-  
firmance sale up to the date of his selling  
it to Mrs. Sneath.

Witness says that the sale to Sneath took  
place in the spring of 1853. That the land in  
cultivation is very good creek bottom. That land  
rented at that time from one dollar & fifty cents to  
two dollars per acre, but generally for one third of what  
was made on the place, was the custom in that  
neighborhood. It was not the custom to give one  
third of tobacco. The tobacco part of the farm was by far  
the smaller portion generally.

#### Crops Examined

Witness did the recorder tell the Defendant <sup>when he applied for a copy of the</sup> that there  
was probably a mistake in the record & he had better  
call & see the deed?

Yes. He did. The Deputy Clerk rather surprised him  
by saying he would see the original deed, that if  
there was a mistake in the record the sale  
would be void. Plff Original Deed was correct the  
mistake in the record was all the Defendant re-  
gards. That the Clerk concurred in this opinion.

Witness was not acquainted with the <sup>the fence and also a part of the</sup> <sup>the fence and also a part of the</sup> <sup>the fence and also a part of the</sup>  
farm, thinks there was a terrible quarrel and it  
was taken & divided when Plff became the partner.

I Robert L. McPherson a justice of the peace within and  
for the county of Montgomery in the state of Missouri do  
hereby certify that Green B. Bush the defendant was by me  
sworn to testify the whole truth to his knowledge touching  
the matter in controversy aforesaid that he was examined  
and his examination reduced to writing and by him subscribed  
in my presence on the day between the hours and place in that  
he hath first aforesaid Robert L. McPherson Justice Peace

Subscribed

Appointed to notary 25<sup>th</sup> Oct

Deposition

80

Examined at

\$1.10 paid by Dep

What <sup>was</sup> ~~the~~ reason that you were not  
down & the road much longer and find of the  
road, that it was in a bad condition for riding  
What this was of course? the same the property of  
of that I suspect. I hope in the winter of this  
winter's was at the time the opportunity  
was the second, that I cannot say I hope in this country  
I trust he was the opportunity at the time the seed was  
obtained by opportunity  
Sworn to and subscribed  
before me on the day at the  
place and within the hours  
first of November  
Robert C. McMillan Justice Peace

Specie B. Bush

COUNTY OF JEFFERSON.

The State of Missouri,  
To

John Stillmore, Richard Duntz

Greeting:

You are hereby commanded, that setting aside all manner of  
excuse and delay, you appear before our Ward Court for the  
County aforesaid, on the 24th day of Nov. 1854  
at Stillmore, then and there to testify, and the truth to say in a certain  
matter of controversy, now pending in our said Court, wherein  
William Duntz Plaintiff and  
James Duntz Defendant on the part  
of Def. and herein you are in no wise to fail.

Witness, Thomas C. Fletcher, Clerk of our said

Court, with the Seal thereof hereto affixed,  
at office this 24th day of Nov.  
A. D. 1854

Thos Fletcher  
Clerk  
for E. Stoney & Co

I executed the within writ at the County of Jefferson  
on the 28<sup>th</sup> Nov 1854 by reading in the presence &  
hearing of the within named Jm Kellerman &  
Richard Cundiff

Summ to & Subscribed  
before me Nov 28<sup>th</sup> 1854  
Thos Fletcher clk  
Jm Honey Deputy

William Shelton

To. Geo. Court  
Nov Term 1854

3769

William Cullum

vs Jm

Jas. Cundiff

Jm debt

Jm. Kellerman

Rec<sup>d</sup>. Cundiff

W. Shelton fee \$1.00

3<sup>rd</sup> day

COUNTY OF JEFFERSON.

The State of Missouri,  
To James Williams

Greeting:

You are hereby commanded, that setting aside all manner of  
excuse and delay, you appear before our General Court for the  
County aforesaid, on the 29th day of November 1854  
at St. Louis, then and there to testify, and the truth to say in a certain  
matter of controversy, now pending in our said Court, wherein  
William Bullen Plaintiff and  
James Cowdell Defendant on the part  
of Aft and herein you are in no wise to fail.

Witness, Thomas C. Fletcher, Clerk of our said

Court, with the Seal thereof hereto affixed,  
at office this 24 day of Nov  
A. D. 1854

Thos. C. Fletcher  
Clerk  
for Henry & Co

In obedience to the within writ I executed  
this writ on the within named James  
McClain by reading same in his presence  
& hearing at the County of Jefferson this  
27<sup>th</sup> day of Nov 1854 Secretary of the  
by Oscar Dyer  
fee 50 cents

William Bullens

as 1<sup>st</sup> of a

James Canfield

for def<sup>t</sup>

James Williams

fee 50 cents

3<sup>rd</sup> day

State of Missouri

Montgomery County } ss

Personally appeared Robert W. Baker

to fore the undersigned a justice of the peace for the county and state of Missouri and made oath that he served a notice in writing on the 16<sup>th</sup> Nov. 1834 on William Bullum in a suit now pending in the circuit court of Jefferson county state of Missouri protesting said William Bullum that deposition of witnesses to be read in evidence in the above case on the part of the defendant <sup>would be taken</sup> in the town of Danville Montgomery County when William Bullum is plaintiff and the said James Conneliff is defendant  
Robert W. Baker Robert W. Baker

Served To and subscribed before  
me this 18<sup>th</sup> day of Nov. 1834 }

Robert G. Williamson J. P.

Jan Dec 25 34

J. Bartlett  
Wm. Bartlett  
A. H. Bartlett  
W. N. Bartlett

Recd per mail  
Filed Nov 27<sup>th</sup> 1854  
Thos. Fletcher  
Clerk

Cundiff  
at  
Cullom.

In the Jefferson order  
Term Nov. T. 1854

Be it remembered that on this 29. day of  
Nov. 1854 personally appeared before me  
the undersigned Clerk of the Jefferson Circuit  
Court James Cundiff who being by me duly  
sworn upon his oath & states that  
he has ~~recently~~ discovered evidence by which  
he can show that the Note said on is  
without any consideration & totally void  
that he did not know until lately that he  
could prove the total failure of consid-  
eration, but now <sup>believes</sup> he can establish  
that fact to the satisfaction of  
the Court. and that if the Court will  
grant him a continuance of said  
Case Cause until the next Court term of  
Court he <sup>believes</sup> will be able to establish  
that fact. This application is  
not made for vexation or delay  
but that justice may be done. on the  
premises that he has a good defense  
against this suit <sup>he believes he</sup> will be able to estab-  
lish. that he has dispaired at one time  
of being able to prove the facts above stated  
& that this way is consideration, and  
supposing that he could not prove it,  
he did not insert that defense in his answer  
but now having discovered it he asks  
to amend said answer to that point.  
On such terms & on such manner as  
may be just & proper.

That this is a hard case that he should  
 loose the land mentioned in the proceedings  
 and also to be compelled to pay  
 I do note when he is <sup>he believes</sup> now fully  
 able to prove that this is a  
 question of consideration

I now to & subscribed before me  
 Nov 29<sup>th</sup> 1854 Thos B. Hedges  
 Clerk of the

Subscribed  
 for  
 Security  
 Affidavit for leave to  
 remove this & for a  
 Continuance

140  
 1  
 1  
 2.65  
 1  
 4  
 \$ 11.05

William J

"

Brucy J

The Court finds the following as facts in this case, that the defendant did execute and deliver to plaintiff the note mentioned in the petition and that there is due and unpaid on said note in principal & interest the sum of three hundred forty eight <sup>eighty</sup>  $\frac{34}{100}$  that the trustee did make by bank trustee mentioned in defendant's answer was made upon due notice as required by the deed of trust and which he acted and the Court decides on conclusions of law that by such act the title to the land therein mentioned passed to plaintiff William and that the plaintiff is entitled to recover the above balance on the note.

John Nelson

William  
v  
Cundiff

finding of facts

Filed Dec 29<sup>th</sup> 1834  
Thos C. Fletcher  
CLK

Thomas Cullow

vs

James Cundiffe

Be it remembered that on the calling  
of this cause for trial the Defendant moved the Court  
for leave to amend his answer, and for a continuance  
of the cause and was an affidavit in support of  
his motion as follows. (here insert it) but the Court  
overruled the said motion and refused to continue said  
cause, or to allow the Defendant to amend his answer,  
to which refusal the Defendant excepted and  
herewith tenders his bill of exceptions which is  
signed sealed and made a part And after the Court  
had rendered judgment herein the Defendant moved  
for a new trial and filed his reasons as follows  
(here insert it) but the Court overruled the said  
motion and refused to grant a new trial, and  
the Defendant again excepted, And herewith  
tenders his bill of exceptions, which is signed  
sealed and made a part of the record in said  
cause

John A. Stone Seal

Wellcome  
to our gift

Price of 4 copies

Price of 4 copies  
The McTear  
can

3,

Timan Cullum } In the Circuit Court  
vs. } Jefferson County,  
James Cundiff } In vacation, &

To Thomas C. Fletcher, Clerk  
of the Circuit Court, in & for Jefferson  
County, State of Missouri.

James Cundiff, the Defendant  
in the above entitled Cause herein res-  
pectfully makes application for an  
Appeal of said Cause to the Supreme  
Court, and hereby tenders his Bond and  
Security, for the costs and damages that  
may be awarded against him, on such  
appeal, and asks that the same be granted  
to him. January 31<sup>st</sup> 1833. James Cundiff

William Sullivan

1851,

James Smith

Applicators

for our office

Also Oct 30 1855

Wm C. McLehose

(cert)

We, the undersigned, James Cundiff  
as Principal, and Thomas Lanham  
as Security, acknowledge ourselves indebted  
to Silman Cullum in the sum of Fifty  
dollars, to be void upon this condition;  
Whereas James Cundiff has appealed  
to the Supreme Court, from the judg-  
ment of the Circuit Court of Jefferson  
County, Missouri, rendered against him at  
the November Term 1854 thereof, in an  
action between Silman Cullum, plain-  
tiff, and James Cundiff, defendant.  
Now, if said Appellant, on such ap-  
peal, will pay all costs and dam-  
ages which may be awarded against  
him, occasioned by such appeal, then  
this obligation to be void, else to remain  
in full force.

Given under our hands and seals  
this 31<sup>st</sup> day of January 1855.

Test ~~James Cundiff~~ } James Cundiff (seal)  
Geo. W. Hyatt } Thomas Lanham (seal)  
his mark

The foregoing bond was acknowledged by James  
Cundiff and Thomas Lanham before me &  
said bond was approved by me on the 3<sup>d</sup> day  
of February A.D. 1855, Tho. C. Hatcher  
Clerk Cir. Ct.

William Bullum

vs.

James Cunniff

Appeal Bond

Filed Feb 30 1855  
The Clerk  
cc

IN THE SUPREME COURT OF MISSOURI, AT SAINT LOUIS.

March Term, 1855

Silman Bullum  
v.

James Crundiff

} Appeal from the Circuit Court  
of Jefferson County.

NOW come again the parties herein  
by their respective attorneys, and the Court here being now sufficiently  
advised of and concerning the premises

do consider and adjudge, that the judgment aforesaid, in form aforesaid, by said  
Circuit Court rendered, be in all things affirmed  
and stand in full force and effect;

And it is further considered by the Court, that said respondent  
recover against said appellant his costs and charges  
herein expended and have thereof execution.

**THE STATE OF MISSOURI, SS.**

I, WILLIAM S. GLANVILLE, Clerk of the Supreme Court of the State of Missouri, at St.  
Louis, certify the foregoing to be a perfect transcript of the judgment  
of said Court, in the above entitled cause, decided by said Court, at the term first above stated,  
on appeal from said Circuit Court.

WITNESS my hand, and the Seal of said Supreme Court, at

Office, in St. Louis, this twenty seventh day of

June 1855. W. S. Glanville

WILLIAM S. GLANVILLE, Clerk.

Jefferson

William Lusk

Q.

James Lusk

Q. A. Lusk. Court.

A.

Filed July 23<sup>d</sup> 1833  
The Clerk  
CLK

# THE STATE OF MISSOURI, SCY.

THE STATE OF MISSOURI TO THE SHERIFF OF THE COUNTY OF

IN SAID STATE, Greeting:

Whereas, William Butts

on the twentieth day of June in the year eighteen hundred and fifty five at our Supreme Court for the State of Missouri aforesaid, before our Judges of said Court, recovered against James Kennedy as persecutor, and Thomas Lanham, as seaman, the sum of Eleven Dollars and eighty six cents for his costs and charges by him expended in a certain suit wherein the said James Kennedy was appellant

and the said William Butts was respondent

which to the said respondent were

adjudged, as appears to us of record: Therefore, we command you, that of the goods and chattels, lands and tenements of the said James Kennedy and Thomas Lanham in your baili-

wick, you cause to be made the aforesaid costs; and that you have the same before the Judges of our said Supreme Court, on the third Monday in October next, to render unto the said William Butts

the costs aforesaid; and that you certify to our said Judges how you execute this writ, and have you then these this writ.

Witness, WILLIAM S. GLANVILLE, Clerk of said Supreme Court, at office in the City of

St. Louis, the fourth day of June in the year of our Lord one thousand eight hundred and fifty-five

Wm S Glanville  
Ck

1801

Drufene Court

October term 1838

Johnan Holman

D.

James Brundiff &

Thomas Lamborn.

Wm. Blawie, \$5.61

J. C. Fletcher, " 6.25

\$11.86

27 July 38 we e on  
the Exp in day only  
25¢ per day - \$5.00  
We also a number of  
corn \$8-

William Latham J  
James <sup>vs</sup> Canaiff, J In Jefferson Circuit  
Court.

The Defendant by his Attorney  
moves the Court to set aside the verdict  
and judgment rendered in the above  
Cause, and grant him a New trial,  
for the following reasons:

- 1<sup>st</sup> - Because the Court erred in refusing  
to grant to Defendant leave to file  
an amended Answer.
- 2<sup>nd</sup> - The Court erred in refusing a Con-  
tinuance of the Cause for the reasons  
assigned by Defendant.
- 3<sup>rd</sup> - The Defendant was forced into a trial  
without being ready, and was taken  
by surprise, and not prepared to  
establish his defence.
- 4<sup>th</sup> - The Defendant was unable to defend  
the Action, for want of an Answer,  
showing a want of Consideration in  
the Note sued on - and which amended  
<sup>Answer</sup> <sup>was</sup> <sup>not</sup> permit-  
ted to file.

~~At~~ <sup>th</sup>

Jones & Green  
Attys for Deft.

W. Williams

W. C. C. Co.,  
D. C. Council

Proton bar

Levon Trade