

Case Files - Civil

November 1855, No. 34

Allen, Thomas

vs.

Palmer, Maria

Dunn, William

King, Almética

King, John B.

Ejectment

Survey 2020, 640 acres on Merrimack
River; #200 drawings; depositions; deeds;
Survey Maps; Supreme Court; see also
Thomas Allen vs. Thomas Moss, Alexander Hensley,
November 1855 and Thomas Allen vs. Thomas
Moss, Frank Coons, Mary Coons, December 1858,
No. 5

Thomas Allen }
vs }
Almeda E. King }

Be it remembered that on the trial of the above cause the plaintiff read in evidence the following documents first copy of confirmation to Hardy Wares Legal Representations as follows (here copy)

Plaintiff then ~~offered~~ read in evidence the admissions of the parties as follows (here copy)

The plaintiff then offered to read in evidence the following sheriffs deed from Th Chas to Tom Clark & accompanying papers (here copy the deed, copy of execution advertisement & return of sheriff on execution, ^{copy of advertisement} copy of acknowledgment and judgment of Beeler vs Siml) to the reading of which defendant objected and the court sustained the objection & refused to allow plaintiff these documents, the deed, ~~an~~ copies of advertisement, execution return thereon & acknowledgment, transcript of judgment, to which decision and ruling of the court plaintiff objected & excepted.

The court then filed the following finding of facts & declarations of the law (here copy ^{as follows} here copy) and gave judgment for defendant, thereupon plaintiff filed a motion for review in words

and figures following (here copy)

The Court overruled the motion for a review & refused to grant a new trial to which decision & ruling of the Court the defendant objected & excepted, and here tenders this his bill of exceptions which are signed, sealed & made a part of the record

W. W. Davis Clerk

Allen
no
ding

Bill of Exceptions

Dated June 11th 1864
Chas. F. Hooley
Clerk

Allen }
vs } In the Jefferson Circuit
A. E. King } Court No

The plaintiff moves the Court for a review of its finding of the facts and the declaring of the law made on said findings for these reasons

1st Because the finding of the facts are not the whole of the evidence offered

2 Because the findings of facts are insufficient to authorize a judgment for the Defendant

3 Because they are not warranted by the evidence & are contrary to

H Because the Court ruled out the deed
from McKinnis' shelf to Woulbank

5 Because the Court refused to allow the
ref to read in evidence the depositions of
Mrs Mc Kullen and of Mrs Bolton

6. ~~Because the Court refused to allow~~
~~plff to read in evidence the conveyance,~~
~~from Ware to Brinly and from Brinly~~
~~to Smith~~

7 Because the declarations of the law
as arising from the facts found are erro-
neous and are not the law of the case

8 Because the court said in deciding
that King & Palmer are innocent purchasers.

9 Because the Court erred in declaring
that the title ended to benefit of him

10 ~~Thos Allen~~

Because the title of plaintiff is the better one
 & Judgment ought to have been for Plaintiff
 Beat Atty or Allen

Allen
as
King

Question for review

Overmule
Moses
Leafe

Wheat June 11 1864
S. H. Spruce M

Thomas Allen
3
A.C. King et al

was found

This cause being submitted to the Court without a jury, the Court from the pleadings and evidence of the Parties finds the following facts:

That on the day of 1812 the land in controversy was conveyed to Hardy Warrs legal representatives: that on the day of 1815 Hardy Warr conveyed said land to William Clarke & John Brimdy, but that this deed was not recorded till 1846: that there are regular conveyances from John Brimdy and Wm Clarke down to Thomas Allen: that on the day of 1811 the Sheriff of St. Louis Co. sold said land under a decree and afterwards to wit on the day of March 1812 signed a deed to said land to William ^{Clarke}, the purchaser under said decree, purporting to convey all the title of Smith to said Clarke & that there are regular conveyances from Clarke's heirs down to Allen but they were never recorded till 1849: that said Sheriff's deed was not acknowledged according to the law then in force nor was said Sheriff's ^{and} deed ~~was~~ recorded till ~~about 1847 or 1848~~ 1846

The Court further finds that Thomas Warr and wife who claimed under Smith conveyed said land to John B. King and that by

intermediate conveyance. said land has been conveyed to Almoden C. J. King who is a dependant. and that the deed of Mass. wife to King is dated in 1843.

Upon these facts the Court draws the following conclusions of law.

1. The land having been confirmed to Hardy Man's legal representatives, ^{in 1812} and Hardy Man having sold to Clarke & Brindley in 1815 - there being no evidence of any contract on the part of Hardy Man to convey said land existing before said confirmation, the deed of Hardy Man to Clarke and Brindley is inoperative & conveys no interest.

2. Even if the deed of Man in 1815 was effectual to convey his ^{any} interest in the land to the Grantees, still such deed not having been recorded till 1846 is void against King who derived title from Mass. wife in 1843 without notice of said deed of 1815.

3. The Sheriff's deed, dated the day of March 1812 not being acknowledged according to law is inoperative & void. & does not divert title of the title to said land.

4. Plaintiff having failed to establish title the judgment should be for Defs.

4 Even if the Sheriff's deed is valid to convey the interest of Smell, still it not having been recorded till 1846 is void as against King.

5. The Judgment should be for Sept.

La M. Davis Judge

Friday of the
fast -

Wed June 11th 1864
Dean of Worcester

State of Missouri }
County of Jefferson } *Se.*

This affiant states that he is the husband
of A. E. J. King & is her attorney & has attended
to her business: that he fully intended to attend
the Jefferson Circuit Court in Dec. 1863 as
attorney for his wife in the case of Thomas
Allen vs. A. E. J. King et al but took
sick the day before ~~he~~ ^{he} was to start and
was utterly unable ^{to attend} said Court at its Dec.
Term 1863 for that reason and that after
he took sick he sent an answer of Mrs.
King to the Clerk by mail but is informed
it reached here too late.

John B King

Osworn to & subscribed }
before me Jan 10th 1864 }
John L. Thomas
Notary Public

Thomas Allen
vs
A. E. J. King et al }

Now at this day comes A. E. J. King
by her Attorney and moves the Court to set
aside the default granted herein against
her at the December Term of this Court for
1863, & ~~per~~mit her to answer for
the following reasons,

1. Because she did not receive a copy
of the amended petition & interrogatories in
time to file answer.

2. Because she lives in Kentucky herself
& her husband John B. King ^{was to} ~~was~~ attend
Court in December 1863, but took sick
~~on the road~~ ^{was} unable to attend, when
he did the next best thing he could, that
is to send an answer by mail which reached
her after the adjournment of Court.

John B. King atty
for ~~the~~ ^{Madam} A. E. J. King

Thomas Allen

3

A. L. J. King etc

Prothon not to be
default. You have
to answer.

Atk. done 11th 1844
E. H. Mowry etc

THE STATE OF MISSOURI,

COUNTY OF JEFFERSON.

To

*John C. Duncan James T. McSp
Richard McSp*

GREETING :

You are **Hereby Commanded**, That setting aside all manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the *13th of June 1864* at Hillsboro, then and there to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein *Thomson Allen*

Plaintiff and *E. J. Allen & wife*

Defendant on the part of *defendant* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court,

with the Seal thereof hereto affixed, at office, this

27

day of *May* A. D. 186*4*

Elias F. Honey
Clerk.

SUBPOENA

TO JEFFERSON CIRCUIT COURT.

June Term, 1864

Thomas Allen

vs

E. J. King et als

for debt

Jas E. Corran

Jas T. McSp

Rich^d McSp

W. D. Dyer H. B. 150

I Exceatd this writ in favor of King on the 1st day of June on John E. Corran on the 7th day of June

In the Supreme Court held at St. Louis, of the State of Missouri,

October Term 1864
Wednesday December 21st 1864

Thomas Allen Plaintiff in Error
vs.
Almeida E. J. King John R.
King and Thomas Moss
Defendants in Error

Error
to
Jefferson Circuit Court

Now again come the parties aforesaid, by their respective attorneys, and the Court being now sufficiently advised of and concerning the premises, doth consider and adjudge that the judgment rendered herein by the said ~~circuit court within~~ and for Jefferson County be in all things affirmed and stand in full force and effect, and that the said Defendants in Error recover of the said Plaintiff in Error their costs and charges herein expended, and have execution therefor. Opinion filed.

STATE OF MISSOURI, SS.

I, ANDREW W. MEAD, Clerk of the Supreme Court, held at St. Louis, of the State of Missouri, certify that the above and foregoing is a full, true and complete copy of the judgment rendered in the above entitled cause, as fully as the same remains of record in my office.

In Testimony Whereof, I have herunto set my hand and affixed the seal of said Court, at office in the City of St. Louis, this 21st day of December A. D. eighteen hundred and Sixty four

Andrew W. Mead Clerk.

Supreme Court of Missouri.

Thomas Allen

vs

Almeida D. J. Aug. 24

MANDATE.

Judgment of the Court
Affirmed.

Filed Dec 23rd 1864
Clerk P. Honeywell

The Court instructs the Jury as follows

- A. The Confirmation of the tract of land in Controversy by the Act of Congress of 29th April 1876, was a Confirmation to the legal Representatives of Hardy Ware.
- B. The legal Representatives of Hardy Ware are such persons as are shown by the Evidence to be legally entitled to the land confirmed by purchase from him, and showing a chain of valid transfers and Conveyances from him.
- C. Under the Spanish law that prevailed in the Territory of Missouri until 1876, it was not necessary in order to Convey Real Estate that there should be a deed or other instrument of writing executed by the Seller to the purchaser, but it was competent and legal to sell and convey title to a purchaser, by parol without deed, or written instrument.
- D. The Claim of Hardy Ware's Representatives presented by William Russell as agent of Hardy Ware, to Frederick Bates, Recorder of Land titles, and acting Commissioner for Settling Claims to land in the Territory of Missouri, was conferred by the Act of Congress approved 29th April 1876, and Enures to the benefit of such person or persons as are shown to have title to the land, acquired by a regular chain of valid transfers from him.
- E. If the jury find from the Evidence that the deed from Hardy Ware to Clark & Brindley is a genuine deed, and that it was recorded before the deed of Hardy Ware to Brindley and before the deed of Brindley to Smith, then the title acquired under the first

Mentioned deed, is a better title than that acquired under the two last mentioned deeds.

f There is no Evidence before the Jury of a Confirmation of any Claim other, or distinct from that of Hardy Wares legal Representatives.

g There is no Evidence before the Jury of the Confirmation of any Claim to Smith, other than the one to which he may have shown title to as the Representative of Hardy Wares

~~But if the Jury find from the Evidence that William Russell at the time of his filing notice of the Claim of Hardy Wares legal Representatives, had knowledge of the deeds from Wares to Brindley and of Brindley to Smith, as filed by Smith before the Board of Commissioners under the act of 1800. And if they further find such deeds to be genuine documents, then the Jury are instructed that such deeds are not fraudulent as to the one half of the land acquired by the deed from Brindley, the said Russell having acquired that interest before the registering the deeds of Hardy Wares to Black & Brindley.~~

a b c d e f g

Instructions

Given in the

Case of

Allen

Palmer

Thomas Allen

Wm Allen Talmer
this suit is removed against
Amelia E. J. King wife of John B. King
who is sole heir of Wm Allen Talmer
deceased and who conveyed said
land to said Amelia E. J. King before
her death.

John B. King atty
for said Amelia E. J. King

Thomas Allen

vs
Blunda & King et als

} See Bill

Thos C Melcher Clerk

4 Copies petition 23¢ 120

4 Cents and Seals 50¢ 200

2 writs \$2.00 2 Copies 20¢ 40¢ 240

Portage 10¢ docket 10¢ Cont. 25¢ 45

and 25¢ issue 25¢ trial 50¢ 100

Swear duty 25¢ discharged 10¢ 35

Cont 23¢ 8 prs 40¢ motion 23¢ 90

Judgt 30¢ Index - 10¢ 60 8 90

E J. Mooney Clerk

May 1857 Cont. 25¢ Am Suit 50¢ leave 10¢ 85

Excepts 25. Supl. and 25¢ Cont. 25¢ 95

Nov 1857 Cont. 25

May 1858. 25

Nov 1858 do 35

Apr. 59 do 25

Oct 59 do 25

June 1860 do 25

Nov " do 25

" Suggst 10¢ appearance 10¢ 20

Cont. 25¢ motion 25¢ order 10 60

Judgt 50¢ Cont 25 75

1863 motion 25¢ Judgt 50¢ 75

amended pet 25¢ default 25 50

Cont. 25¢ Docket 75 100

7 15

Amt. Prot. Form and	7.25	18	90
Indexes 45 [¢] 13 pms 75 order 23 [¢]	1.75		
appearance 15 [¢] order 10 [¢] cont. 25.	50		
motion 23 [¢] Judgt 50 [¢]	45		
copy Amer. ~~pat~~ 1.50 Cent. Hist 50	2.06		
ant. 50. ipue 25 [¢] Subm p 23 [¢]	50		
trial 50 [¢] Judgt 50 [¢] motion 23 [¢]	1.25		
Judgt 50 [¢] excepts 23 [¢] 3 Spas 1.50	2.25		
2 continuances	50		
Order. 2 Spa 50 [¢]	1.00		
Turner blood day.	50		
Seve. 1 deft	17		
A Wiley shuff motion on sums	50		
Spa 2 witnesses	1.00		1.50
L. B. Dover Spa 5 witnesses	2.50		
Recalls	30		2.80
			~~29.81~~

16.81
50
17.31

Scale of 30 acres to an inch

Note. The survey of Hardy Ware's representatives is bounded by the red colored lines

13th June 1812 & passed before 1st Jan^y. 1814, as provided by the act of the 3rd March 1813 were permitted to be entered until 1st July. 1814 and passed until 1st of July 1814. confirmations under the act of 12th April 1814.

Where situated.	Of 5 th Sub. or Cult ^d .	Copied of the Recorder.
of some 5 th including 3 rd 5 th sub. & Cult ^d .		
said months. 5 th 1803 to 1813		Franked 640 acres E. 50 - 11 th 5 th p. 86. O.S.

Recorder's office. St Louis, Missouri, 4th February 1843.

A copy, copied from page 301 of book 301, being two of the five small books with the books, to wit: there five small books are contained in the proper handwriting of the undersigned, to fairly transcribed for report to the Commissioner of the General Land Office, but not yet received with books Recorder's Land Titles' — all on file in this office.

J. K. Conway

U. S. Recorder of Land Titles in
the State of Missouri.

Recorder's Office

J. H. Lewis & Son's 19th September 1843

I certify that the foregoing, in three documents attached together with and, is a full true and complete transcript of all that appears on file of record in the office in relation to the claim of James Smith aborigine of John Brindley aborigine of Hardy Ware, therein mentioned and described, and of the claim of Hardy Ware's legal heirs - Sentatives for the same tract of land. -

J. H. Conway

W. L. Recorder of Land & Titles
in the State of Missouri

~~Five \$1.00~~

Therefor the foregoing transcript \$3.34
which are paid by John B. King Esq.
J. H. Conway Recorder.

Opinion of the Recorder of Land Titles for Missouri &c? as to claims entered under act of Compensating also the claims on the late District of Arkansas, which by act of 2nd Aug. 1817 together with the extensions of quantity provided by Act of the act of 3rd March 1813, and

Warrant or order of Survey	Survey	Vehicle to the Recorder by whom	Quantity claimed
_____	_____	The County Warrant app.	800 upon the Insurance

I certify the above to be truly extracte from page 34 of book 18th 2, except the caption which following endorsements on the first and ^{also on the} fifth book, believed to be in the handwriting of Frederick Douglass his decision on land claims since the adjournment of the late Board. They were arranged in the books because they have no authority till sanctioned by Government. Thomas Nov. 1. 1815. And

July 16th 1806. - Afternoon Sitting

Present: The Honorable Clement B. Penrose &

James S. Donaldson, Esquires

James Smirl assignee of John Brindley, claiming under the 2^d Section of the act 740 arpens of land situate on the river Maramba District of St. Genevieve, Surveyed by Joseph Mitchel (papers not produced). —

William Arennen, being duly sworn, says that one Hardy Ware, settled the said tract of Land in the year 1799, built a house on the same, and did prior to & on the 1st day of October 1800, actually inhabit & Cultivate it. — That Zenon Trudeau, the St. Governor told him in the presence of the witness, to go and settle on vacant lands, and that he would give him a Concession for such tract as he might make choice of. — That he had on the said 1st day of October a wife & two children, and further that the same has been actually Cultivated from that to this day. —

James Stewart, being also duly sworn, says that he knew the said Hardy Ware on the said tract of land in the year 1802, that he moved out of it in February 1803, and returned again between the 20th & 25th days of December of that year, and has actually inhabited & Cultivated the same to April 1806. —

The Board reject this claim for want of actual habitation on the 20th day of December 1803, by the aforesaid Hardy Ware. —
See Commissioners minutes book No. 1. page 527. 3

Friday, September 22nd 1810. —

Board met

Present: John B. C. Lucas

Clement B. Penrose &

Frederick Bates

Commissioners

James Smirl, assignee of John Brindley assignee of Hardy Ware, claiming 740 arpens of land. See Book No. 1. page 527. It is the opinion of the Board that this claim ought not to be granted.

Board adjourned till wednesday next three o'clock
P. M.

John B. C. Lucas.

Clement B. Penrose.

Frederick Bates.

See Commissioners minutes -
Book No. 4, pages 502 and 508.

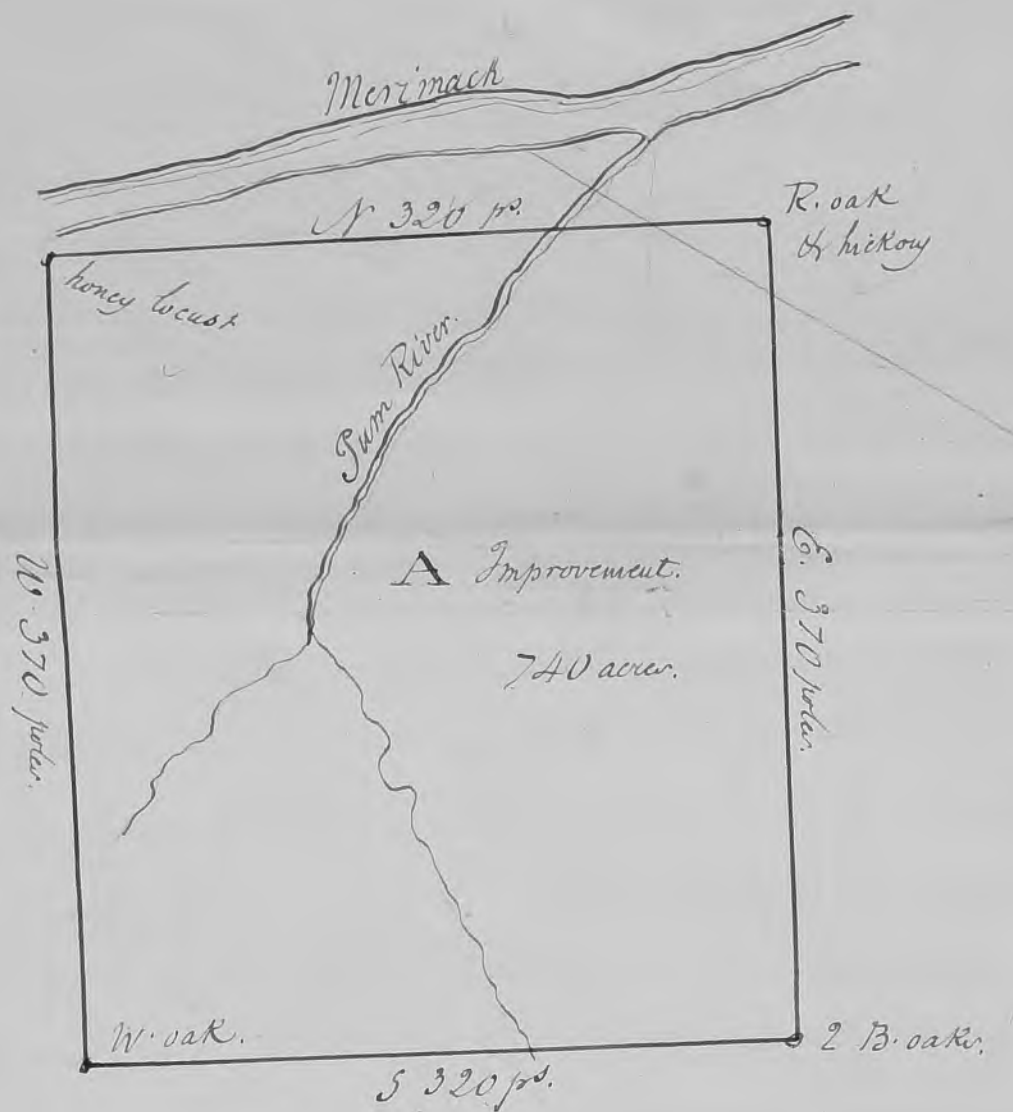
125	
9	7650
500	4
	30600

Claim.

James Smirl assignee of John Bradley, assignee of Hardy Ware claims 740 acres of land situate in the District of St Louis under the second section of the act of Congress.

Know all men by these presents that I Hardy Ware of the Territory of Louisiana have this day for and in consideration of the sum of Two hundred Dollars to me in hand paid by John Brinley, the receipt whereof is hereby acknowledged— granted Bargained and sold and by these presents do grant grant Bargain and sell unto the said John Brinley, his heirs and assigns all the improvements which I may be entitled to as a settler under the Spanish Government, and agreeable to an act of Congress providing for settlers under the aforesaid Government, and which I claim by virtue of an improvement made in the year 1800 lying and being on the river Depun and one mile of the Merrimack River, which said claim of Land I will warrant and defend from me and my heirs unto the said John Brinley, him his heirs and assigns for ever. In testimony whereof I have hereunto set my hand and seal this day of October 1805— Hardy Ware his X mark. In presence of David Heltebrand. his X mark.

Know all men by these presents that I John Brinley of the Territory of Louisiana have this day for and in consideration of the sum of Two hundred Dollars to me in hand paid by James Smirl— assigned, set over, and transferred all the right, title, claim and interest which I have in and to the within mentioned claim of Land to the said Smirl and will warrant and defend the same from me and my heirs &c. for ever— In testimony whereof, I have hereunto set my hand and affixed my seal in the Territory aforesaid this day of October 1805. John Brinley his X mark *Seal*— In presence of David Heltebrand his X mark



I do certify that the above plat Represents seven hundred and forty acres of Land in Louisiana, District of St. Louis, water of Merimeck and by me surveyed at the request of James Smirl who claims the same by virtue of Settlement and improvement made by Hardy Ware by him sold to John Brindley and by the said Brindley to the said Smirl agreeable to an act of Congress respecting such claims passed on the second day of last march— Given under my hand this 12th of February 1806. Jas. J. Mitchell D. Sur. Territory of Louisiana. District of St. Louis.

I do certify that in virtue of the above plat and certificate of a survey containing 865 arpens 66 poles or 740 acres, performed by the Deputy Surveyor James J. Mitchell the 12 present month in behalf of James Smirl, the original claimant having no other claim of Land on Record in my office I have recorded the above in book D fol. 150 & 147. at St. Louis the 22nd Feb^y 1806. Antoine Soulard J. G. T. L. =

See Record book B. page 352. — 3

Hardy Ware Rep⁵³ To Frederick Bates Esq^r Recorder of Land titles in & for the Territory of Missouri, please to take notice that the legal representatives of Hardy Ware claim title to Eight hundred arpens of land in the District of St. Louis on the

Marrameck river, at and including the mouth of a creek
called the river Pomme, and improvements where John Brindley
now resides. And the said Hardy Ware by his agent, hereby ~
abandons all former and other claims to any other tract of land
in his own right; and if this tract should be selected and granted
under any former notice of claim for the same by his legal repre-
sentatives; in that case this notice is abandoned. It being their
whole object to hold this tract of land under this or any other
notice. St. Louis Nov. 12th 1812. = W. Russell Agent for Claimant.
See Record Book F. page 50. 3

Minutes of the Recorder of Land Titles, acting as Com-
missioner, under the act of Congress entitled, "An act ~
making further provision for settling the Claims to land
in the Territory of Missouri," passed the 13th day of June
1812; and other acts subsequently passed.
See Bates minutes }
page 1. ~ } Frederick Bates, Commissioner.

St. Louis December 19th 1813. ~

Hardy Ware's legal representatives claiming 800 arpens of
land on the Marrameck, to include the mouth of Pomme-
creek, County of St. Louis. ~

Thos. Rogers, duly sworn says that he saw Claimant ~
Ware living on inhabiting this tract of land in the month
of December about the middle probably of 1803. Saw peach
trees on the land and a nursery of apple trees. - In the
Spring of 1804 witness again saw Ware on the premises - he
had planted corn and a crop of tobacco - Since which time
including the year 1804, said tract has been constantly inhab-
ited ~~inhabited~~ and cultivated either by Ware or others claiming
under him to this time. ~

See Bates minutes pages 82 and 86. 3 - Recorder's office

St. Louis Missouri 4th Feby 1843.

I Certify that the foregoing is correctly copied from the Books and
pages therein referred to, on file of record in this office. ~

J. R. Conway, U.S. Recorder of Land titles
in the State of Missouri 3

O.S.
Granted 640 arpens

Recorded the above in Book D. fol. 150. 1847
at St Louis the 22nd Feby 1806. Antoine Le Grand
S. G. T. L.

Dec 8 1. 02 1/2

THIS DEED

MADE and entered into by and between *John Brindley* of the county of Saint Louis in the Territory of Missouri of the first part and party to this deed; and *William Russell* of the Town and county of Saint Louis in the same Territory

of the second part and party to this deed, which WITNESSETH, That the said party of the first part, for and in consideration of the sum of *three hundred dollars* dollars current money of the United States of America, to *him* in hand paid by the said party of the second part; the receipt of which payment is hereby acknowledged Hath granted bargained and sold, and does by these presents grant bargain and sell to the said party of the second part, and to *his* heirs and assigns forever;

Three hundred and twenty acres of land be the same more or less, it being the one equal half part of the settlement and improvement right and claim of land of Hardy Ware, situate in the aforesaid County of Saint Louis, on the Murren creek river, as described in a deed of conveyance from the said Hardy Ware to John Brindley, bearing date the 11th day of August 1815.

To have and to hold the above described, granted, bargained and sold lands and premises, with all and singular of the rights, privileges and appurtenances whatsoever thereunto belonging, or in any wise appertaining, with the reversion, remainders, rents, issues and profits thereof; and all the estate right, title, claim, interest or demand whatsoever of *him* the said party of the first part either in law or equity, of in or to the same, and every part and parcel thereof, or claim, or right of claim thereunto: to *him* the said party of the second part, *his* heirs and assigns forever. And the said party of the first part hereby covenants and binds *himself* and *his* heirs to the said party of the second part, to warrant and forever defend the right and title of the above granted and bargained lands and premises, against the claim or demand of *him* the said party of the first part, or any person or persons whatsoever claiming from, through, or under *him* or *his* heirs; but not against the claim or demand of any other person or persons whatsoever.

In Testimony whereof the said party of the first part has

has hereunto set his hand and seal at Saint Louis this
9th day of December in the year 1815—

Signed Sealed & delivered }
In presence of }

Edw. Barks

John ^{his} Brindley
mark



Joseph Charley

Missouri Territory }
County of St. Louis }
Justice of the Peace of St. Louis }

Before me the undersigned one of the
Justices of the peace within and for the Township aforesaid
said personally came and appeared the above named
John Brindley and acknowledged the within instru-
ment of writing to be his act and deed, hand and
seal for the purposes therein contained.

Given under my hand this
Ninth day of December 1815—

Joseph Charley a Justice
of the Peace

County of St. Louis 3^d

Recorded this 13th day of December 1815 Book E. Page 320 of following

M. S. Plouc & Co. Secy-off Rec^r
St. L. City—

1842

13. Decr 1845

John Brindley

To

William Russell

£ 2.00

£1.50

This Deed made and entered into this twenty sixth day of February in the year eighteen hundred and fifty five, by and between William Russell of the City of St. Louis and State of Missouri party of the first part, and Thomas Allen of the same place party of the second part, Witnesseth, That the said party of the first part for and in consideration of the sum of One Thousand dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, hath granted bargained and sold and by these presents doth grant, bargain and sell alien convey and confirm to him the said party of the second part and his heirs and assigns forever, All and singular the following described tract of land situated in Townships forty two (42) and forty three (43) North of Range six (6) East in the County of Jefferson and State of Missouri to wit: Six hundred and forty (640) acres of land on the shore of the Meramec River at and including the mouth of Pomme Creek where the same emptied into said River, at or near a crossing of said River lately known as the Lower Ferry, which said tract is bounded on the eastwardly side by the Meramec River, on the northwardly side by lands lately belonging to Auguste Chouteau and Antoine Soulers, on the westwardly side by lands lately public, and on the southwardly side by lands of persons unknown to this grantor, and the tract hereby conveyed being United States Survey number two thousand and twenty (2020), and the same tract of land originally owned by Hardy Ware and by him conveyed to William Clark and John Brindley by deed dated August 11. 1815, and by John Brindley and the Executor and heirs of William Clark conveyed to the said William Russell.

To have and to hold the said tract of Six hundred and forty acres of land with all the rights privileges and appurtenances thereunto

belonging or in any wise appertaining unto him the said party of the second part and to his heirs and assigns forever.

In Witness Whereof the said party of the first part hath herunto set his hand and seal the day and year first above written.

Executed in the presence
of; (the said William Russell
making his mark in consequence
of paralysis of his right arm)
Wm J. Hammond

William ^{his} ~~X~~ Russell L.P.
mark

State of Missouri
County of St Louis & I do hereby certify that on this
Twenty Sixth day of February Eighteen hundred and
fifty five before me the undersigned Clerk of the Circuit
Court of St Louis and for the County aforesaid came William
Russell who is personally known to me to be the
same Person whose Name is subscribed to the foregoing
instrument of writing as a Party thereto, and he ac-
knowledged the same to be his act and deed
for the purposes therein mentioned.

In Testimony Whereof I have set
my hand and affixed the seal of
said Court at Office in the City
of St Louis the day and Year last
aforesaid
Wm J. Hammond Clerk

State of Missouri
County of Jefferson & I the undersigned Clerk of the Circuit
Court and ex officio Recorder in and for said county hereby
certify that the foregoing conveyance was filed for record
in my Office on the 30th day of May A.D. 1855, and is truly
recorded in Book 11, pages 478 & 479.
Witness my hand and official seal



at office in Hillsboro the date aforesaid
This to Fletcher

Recorder

William Rufsell
To
Thomas Allen }

Deed.

640 acres of land
at Lower Ferry on
Cherokee River.

No 478-9-

Filed May 30th 1855.
Wm. L. McTear
Recorder

A.

Opinions of the Recorder of Land Titles for Missouri sent as to claims entered under act of 13 June 1812, and proven before 1 January 1814, as provided by the act of the 3 March 1813 - Comprehending also the claims in the late District of Arkansas, which by act of 2 August 1813, were permitted to be entered until 1 January 1814, and proven until 1 of July 1814 - together with the extensions of quantity provided by 4 section of the act of 3 March 1813, and Comprehensions under the act of 12 April 1814 -

Where entered or Order of survey	Survey	Notice to the Recorder by whom	Quantity claimed	where situated	Poss. Inhab. or Cult. in	Opinions of the Recorder
—	—	Nearly West's Represent ^{ts}	800. ac. on the Meramec r. & of Commerce	including the said mouth - Missouri	20 sq. miles in 1803. & to 1813 -	Granted 640 acres T. 50. Sec. 36. 05.

Returned Office - Missouri 13 January 1856.
The above is correctly transcribed from pages 1 and 34 of book No. 2, being one of the five small books, in this Office with the following endorsement on the first and also on the fifth book, believed to be in the handwriting of Frederick Bates, to wit: "These five small books are originals in the proper handwriting of the undersigned being his decisions on land claims since the adjournment of the late Board. They were arranged and fairly transcribed for report to the Commissioner of the General Land Office, but not yet recorded in the books, because they have no authority till sanctioned by Government, Saint Louis Nov. 1. 1813. Frederick Bates Recorder and titles."

See \$ 1. or
403

Noted & cleared
U. S. Recorder of Land Titles
in the State of Missouri.

Hardy Ware Rep^d - To Fredericks Bates, Esq. Recorder of Land
titles in and for the Territory of Missouri - Please to take notice that the
legal representatives of Hardy Ware, claim title to eight hundred arpents
of land in the district of Saint Louis on the Maramee river at and
including the mouth of a creek called the River Pomme and improvements
where John Brindley now lives. And the said Hardy Ware by his agent,
hereby abandons all former and other claims to any other tract of land
in his own right; and if this tract should be selected and granted
under any former notice of claim for the same by his legal representatives;
in that case, this notice is abandoned, it being their whole object to hold
this tract of land under this or any other notice. St. Louis November
12th 1812. William Russell, agent for claimant.

See Brooke F. p. 50.

Minutes of the Recorder of Land titles, acting as Commissioner
under the act of Congress entitled "An act making further provision
for settling the claims to land in the Territory of Missouri"
passed the 13th day of June 1812 - and other acts subsequently
passed.

Fredericks Bates, Commissioner.

Bates' Minutes page 1.

St. Louis, Dec. 19. 1813.

Hardy Ware's legal representatives claiming 800 arpents of land
on the Maramee, to include the mouth of Pomme creek, Creek
County of St. Louis. Thomas Rogers, duly sworn says that he saw
claimant Ware living on, inhabiting this tract of land in the
month of December; about the middle probably of 1803, saw peach
trees on the land and a nursery of apple trees. In the spring
of 1804, witness again saw Ware on the premises - he had
planted corn & a crop of tobacco; since which time including
the year 1804 said tract has been constantly inhabited &
cultivated by Ware or others claiming him to this time.
Bates' Minutes pages 82 & 86.

Recorder's office

St. Louis 13th February 1856.

I certify that the above, is, with the attached paper, marked A,
a full and correct transcript from the books, records, files and

documenter in their office of the claim of Hardy Ware's representatives
to six hundred and forty acres of land, situated on the Maramee River,
and including the mouth of Apple Creek, district of St Louis.

Adolphe Rucanly
r.

U. S. Recorder of land titles
in the State of Missouri.

fee - writing 35¢

Cert. of confirmation 1.00

Genl cert. 25

\$ 1.60.

AR

r.

Transcript of the claim
of Hardy Ware's representatives

to 640 acres on the Maramee

confirmed by the act of 29th

April 1876.

fee \$1.60 W. S. Allen.

2501

Recorder's Certificate

This Deed made and entered into by and between Hardy Ware, late of the County of Saint Louis in the Territory of Missouri, of the one part and Governor William Clark and John Brindley, both of the same County of Saint Louis of the other part. Witnesseth: that the said Hardy Ware, for and in consideration of the sum of two hundred dollars to him in hand paid by the said William Clark and John Brindley, the receipt of which payment is hereby acknowledged, has granted, bargained and sold and does by these presents grant, bargain and sell to the said William Clark & John Brindley as tenants in common and not as joint tenants and to their heirs and assigns forever - Eight hundred arpens of Land be the settlement and improvements right and claim of land of him the said Hardy Ware situate on the Narrameek River at and including the mouth of a creek called River au Pomme. The northern half of which said tract of land (not yet divided) and which includes the mouth of the said River Pomme and all the improvements and plantation now made, the said Hardy Ware hereby grants, bargains & sells as aforesaid to the said John Brindley, and the Southern half of the same tract of land the said Hardy Ware hereby grants, bargains and sells as aforesaid to the said William Clark to be hereafter divided between the said William Clark and John Brindley accordingly. To Have and to hold the said tract and claim of land, be the same more or less, with all the appertainances thereunto belonging to them the said William Clark and John Brindley as aforesaid to be divided as aforesaid, their heirs and assigns forever, at the entire risk and hazard of them, the said William Clark & John Brindley, without

any recourse whatever to the said Hardy Ware or his heirs if the
title should altogether fail. In Testimony whereof the said Hardy
Ware has hereunto set his hand and seal this 11th day of August
1815. Hardy Ware Seal

Signed in presence of
Jacob Swene
James Bellin

Additional witnesses:

Peter Lewis, W^m Bartlett

William Bartlett, a subscribing witness to the within Deed,
being duly sworn, on oath saith that he heard the within named
Hardy Ware acknowledge that he had signed, sealed and
delivered the within Deed for the purposes it contains and
that the said William Bartlett and Peter Lewis at the same
time and in the presence of the said Hardy Ware, each sub-
scribed their names as witnesses to the said Deed.

Subscribed and sworn to before the W^m Bartlett
undersigned, one of the Justices assigned
to keep the peace & in and for the township of Joachim in
the County of St Louis and Territory of Missouri, this eighth
of February 1816. Elias Bates J. P.

Recorded this twenty third day 23th day of September A.D.
1816. M. P. Leoue Clk.

State of Missouri }
County of St Louis } I, the undersigned Recorder for said County, certify
that the foregoing is a true copy of a Deed from Hardy Ware to
W^m Clark et al, the certificate of acknowledgment & the date of
Recording as the same remains of record in my office in Book F,
page 78. Witness my hand & official seal this 19th day of November,
1863.



H. P. Bernouly Recorder
per J. Howard

Hardy Ware
to
Wm Clark & al

£. 98.