

Jefferson County Circuit Court
Case file Civil
December 1861

Box

13 Folders 50

Thomas, ^{vs} William R.
Cunnington, John Joseph

Rescind contract

Plot

For sale of 120 acres in
S15T38R5E for \$150 and
one horse, which was not
fit for cultivation

This Deed Made and Entered
into this Sixth day of February
Eighteen hundred and Sixty by
and between

John Joseph Cunningham and Caroline S.
his Wife of Jefferson County State
of Missouri Parties of the First Part
and William R Thomas of Farmington
Saint Francois County State of
Missouri Party of the Second Part
Witnesseth that The said Parties of
First Part in consideration of
(\$ 150.-) one hundred and Fifty Dollars
to them Paid by the said Party of the
Second Part the receipt of which is
hereby acknowledged do by the presents
Grant bargain and sell convey
and confirm unto the said Party
of the Second Part the Following
Described Tract of Land to wit
The South West Quarter of South
East quarter and South half of
South West Quarter of Section
Numbered fifteen (15) in Township
Numbered Thirtys (30) of Range
Numbered Five (5) East of the

William R Thomas Plaintiff

against

John Joseph Cunningham Defendant

In the Circuit Court Jefferson County.

Plaintiff states, that sometime about the sixth of February 1860, the defendant represented to him that he was the owner of a tract of 120 acres land described as the S W qr of S E qr & S $\frac{1}{2}$ of S W qr of Section n^o 15 in Township n^o 38 & Range 5 E, and offered to sell it to Plaintiff. Plaintiff told him he wanted a tract of land suitable for him to live upon & cultivate, defendant represented the land as suitable for that purpose and took Plaintiff out into the woods and showed him a piece of land which he thought would answer his purposes and thereupon he agreed with the defendant for the purchase of said land at the sum of one hundred and fifty dollars and paid him a dark sorrell horse valued at seventy dollars and gave him his note for the sum of eighty dollars dated the 6th day of February 1860, due one year after date, and defendant executed and delivered to him a deed for said land containing a covenant of general warranty, which is herewith filed dated the 6th February 1860,

Plaintiff states, that the land shown him by defendant and represented by defendant

to be the land he was selling was not in fact on or any part of the land described in his deed, but in fact, as Plaintiff soon afterwards ascertained, the land described in said deed was wholly worthless for the purposes of the Plaintiff which Defendant well knew at the time. He states that defendant falsely and fraudulently misrepresented the character of the land and for the fraudulent purpose of deceiving Plaintiff showed him land that he did not own. That by the false and fraudulent representations and acts of said defendant he was induced to buy said land, being misled and deceived by the defendants representations and acts, he went on to make his arrangements to build a house upon and to improve said land by which he lost a great deal of time and was put to much inconvenience and ^{and sustained damages amounting to one hundred dollars,} expense, ^{1A} that about the time he was fully ready to go to work on the land he ascertained the trick and fraud practised upon him and that the land conveyed to him by defendant was not the land shown him but was wholly worthless. he thereupon demanded of the defendant the restitution of his horse & the surrender of the note he had given and offered to return the deed made to him which was and is yet unrecorded and which he

here offers to return, which defendant refused
and still refuses to do,

Plaintiff prays the court to
rescind the said contract for the purchase
and sale of said land, to require the defendant
to surrender up said note to be cancelled
and for judgment for the value of said
horse to wit, seventy dollars or for the
restitution of said horse and for damages
sustained by him by reason of the fraudulent
acts of the defendant aforesaid amounting
to one hundred dollars and for such
other orders and judgments as he may
be entitled to in the premises,

Hetcher & Carter
for Reff

W^m R Thomas plaintiff on oath states
that the foregoing petition and the matters
therein as stated he believes to be true
Signed & sworn to before William R Thomas
me May 6th 1861,

Witness my hand and Notarial

seal at De Soto

Clement J. Hetcher
Notary Public



William R. Thomas

no.

John J. Cunningham

Let's receive and endorse

leave receive a draft
of \$1000.00

McLester & Co.

per C.H.H.

dated July 10th 1864

The State of Missouri, } ss.
COUNTY OF JEFFERSON.

To the Sheriff of the County of Jefferson---Greeting:

We command you, that you summon *John Joseph Cunningham*

if he be found in your County, that he
do and appear before the Hon. Judge of our Circuit Court, on the first day
of the next term thereof, to be begun and held at the town of Hillsboro, within
and for the County of Jefferson, on the second Monday after the fourth
Monday of November next, then and there to answer unto
William R Thomas

upon his original petition, a copy whereof is hereunto annexed and ac-
companies this writ, and have you then there this writ.

Witness, ELIAS F. HONEY, Clerk of our said Circuit
Court, with the seal thereof hereunto affixed, at office
in Hillsboro, this *Tenth*
day of *July* A. D. 1861

Elias F. Honey

Clerk Circuit Court.

TO JEFFERSON CIRCUIT COURT

December 3rd, 1861

William D Thomas

vs } Summons

John J. Cunningham

The State of Missouri, } ss.
COUNTY OF JEFFERSON.

To the Sheriff of the County of Jefferson---Greeting:

We command you, that you summon *John J. Cunningham*

if he be found in your County, that he
do and appear before the Hon. Judge of our Circuit Court, on the first day
of the next term thereof, to be begun and held at the town of Hillsboro, within
and for the County of Jefferson, on the second Monday after the fourth
Monday of May next, then and there to answer unto
William R. Thomas

upon his original petition, a copy whereof is hereunto annexed and ac-
companies this writ, and have you then there this writ.

Witness, ELIAS F. HONEY, Clerk of our said Circuit
Court, with the seal thereof hereunto affixed, at office
in Hillsboro, this *Seventh*
day of March A. D. 1862

Elias F. Honey

Clerk Circuit Court.

I executed the within writ in the County of Jefferson
on John J. Cunningham by delivering him A certified
copy of this writ and petition as furnished me by the
Clerk on the 23^d day of May AD 1862

Oscar D. Dyer Sheriff

2205

TO JEFFERSON CIRCUIT COURT

Term June, 1862

William P. Thomas

vs
Summons

John J. Cunningham

Sheriff fee \$ 1.00