

St. Louis Circuit Court
Case Files - CIVIL
December Term 1867, No. 7337

Box 248 Folder 33

52 images

Allan, David
v.
CafFeratta, Louis
To Set Aside Deed

Henry Hart, trustee of plaintiff; Property on 14th & Chestnut Street;
Deed to secure notes; Plaintiff did business in Natchez, Mississippi;
Presumed dead, property sold; mentions Confederate lines; deposition
of plaintiff; mentioned Lincoln's Election, tuition for plaintiff's 2 sons,
plaintiff's divorce 1858.
Plaintiff attorney: Donahue, Philip
Defendant attorney: Gray, Melvin L.

**DUE TO THE DETERIORATED
CONDITION OF THESE RECORDS ALL
FILES MAY NOT BE COMPLETE**

COUNTY OF ST. LOUIS, -ss.

The State of Missouri,

To the SHERIFF OF ST. LOUIS COUNTY, Greeting:

We command you to Summon

Louis Cafferata

to appear before the Judges of our Circuit Court on the First day of the next Term thereof to be held in the City of St. Louis, within and for the County of St. Louis, on the First Monday of December next, then and there to answer the complaint of

David Allan

as set forth in the annexed petition: and have you then and there this writ

Witness, FRANK A. H. SCHMEIDER, Clerk of our said Court, with the seal thereof hereto affixed, at office, in the City of St. Louis, this 24 day of Sept in the year of our Lord, eighteen hundred and sixty seven

F. A. H. Schmeider Clerk.

I acknowledge myself bound for all costs that may accrue in the case of against

Witness my hand and seal at St. Louis, this day of 186

SEAL

COURT OF ENGLISH

Handwritten notes at the top of the page, including "by J. H. [unclear]" and "Mugger's [unclear]"

27

Sealed

Circuit Court of St. Louis County

December 4-1867

Edward Collins

v. J. Howard

James Pappanicas

vs. to Missouri, de d.

Adm. Bond	\$10,000
Given	of [unclear] 1867
Wm. H. [unclear] Clerk	
for the [unclear] Security for Costs	
\$500	for copies and extra

J. H. [unclear]

Executed this writ in the County of [unclear] on the 5th of September 1867 by leaving a copy of the writ and putting the same in the hands of the undersigned [unclear] with a view to present it his family over the [unclear]

Dec 8 1867
Attest the seal of the Court
By [unclear]

27
1867

11.6 3.25
 1.2 1.50
 1.0 1.00
 1.0 1.00
 27.75

Item there have been
 By order of the Court

with a white paper covering over the edge of the floor
 by the Clerk at the usual place of a book of the Court
 by the Clerk at the usual place of a book of the Court
 by the Clerk at the usual place of a book of the Court

Circuit Court of St. Louis County December 1850		David Collins vs J. J. Smith Law Defendants	to March 1851 1851	of the 1851	Secy of the Court 1851
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May 1851
 1851
 1851
 1851

CODING OF THE COURT

9

David Allen

105

Louis Cappeler

Petition to set
aside deed

J. W. P. Frank

Franklin D. Conner
1057 1/2 N. 1st St.

David Allan Poff

vs
Louis Cofferata Defndt.

In Circuit Court
of St. Louis County,
Missouri
November Term 1867

The plaintiff states that on the seventeenth day of June eighteen hundred and fifty nine, he made his deed of trust to Henry M. Hart trustee to secure the payment of several sums of money on five promissory notes in favor of defendant, amounting to three thousand six hundred dollars, by which ^{deed} the plaintiff conveyed to said Hart, the following described Real Estate, in the City of St. Louis and State of Missouri, to wit: in Block number four hundred and ninety nine of said City. Beginning at the North West corner of the intersection of Fourteenth and Chestnut Streets, being the South East corner of said Block No. 499, running thence Northwardly with the Western line of Fourteenth Street, one hundred and nine feet and 4 inches to an alley, thence Westwardly with the Southern line of said alley, eighty two feet and six inches, thence Southwardly and parallel with Fourteenth Street one hundred and nine feet, thence Eastwardly with the Northern line of Chestnut Street, eighty two feet and six inches to the beginning.

The said trust deed provided, that on default of payment of said notes

or any one of them, the said Heart might sell said described Real property at public auction at the East Front of the Court House in St. Louis, first giving twenty days notice, previous to the day of sale, in some newspaper published in the City of St. Louis, and on sale, make a deed in fee simple to the purchaser.

The plaintiff further states that he left the State of Missouri in 1859, before any of said notes were due, that in the same year, he entered into business in Natchez Mississippi, that he was engaged in business in Natchez, when the Rebellion commenced, that he made frequent endeavors to get through the Confederate lines, but could not, that the Confederate lines were so strictly guarded that it was impossible for plaintiff to return to St. Louis, or to correspond with his friends in St. Louis, that the defendant and said trustee heard that the plaintiff was dead, that they thereupon conspired and conspired together for the purpose of cheating and depriving the plaintiff of his real estate before described, that in the plaintiff's absence, said real estate was under the control of said Heart, that said Heart rented said premises for about fifteen hundred dollars a year, that said Heart agreed ^{with the plaintiff} to apply said rent as he would receive it to the payment of said notes in the hands of defendant; that the

plaintiff, before his departure from Missouri, made an arrangement with the defendant, to pay off said notes with said real estate as it would accrue, that the defendant fraudulently entered into this arrangement with the plaintiff, intending at the time, to take the advantage of the plaintiff's absence and have the property sold and become the purchaser of the same, that said Heart was acquainted with this arrangement between plaintiff and defendant, that said Heart and defendant, believing that the plaintiff was ^{deaf} both combined for the purpose of cheating the plaintiff and having his property sold in the fraudulent manner hereinafter mentioned.

The plaintiff further states that as it was out of the power of plaintiff to be in St. Louis, the defendant caused said Heart to proceed to sell said real estate in said deed conveyed as aforesaid, that said said Heart did sell said property at the Court House door at which said defendant became the purchaser thereof for \$1436, 66 and said Heart as trustee made a deed thereof to said defendant who immediately took possession under said deed and has enjoyed the rents and profits thereof from May 17th 1862 to the present time.

The plaintiff charges and states that said property was then worth \$35000, that there was a fine brick house on the premises and other valuable improvements, that upon the day of sale, the defendant fraudulently represented the title to said real estate to be defective, for the purpose of preventing competition at the sale.

that the defendant and said Trust conspired together for the purpose of having the sale advertised in the Legal Record and Advertiser, and an obscure newspaper printed in the City of St. Louis called the St. Louis Evening News, whose circulation was very limited, that said premises were sacrificed at said sale, that said property did not sell for more than one thirtieth of its value, that said trustee did not give twenty days notice of the time and place of sale, that the plaintiff is ready and willing to redeem the said deed by paying whatever may be found due on said notes.

The plaintiff therefore asks the Court to set aside the said sale made by said trustee of said real estate as of no avail, that said sale and said deed made in pursuance thereof be voided null and void and of no effect, that an account may be had of the rents and profits of said real estate, which have accrued since the defendant took possession of the same, and that the plaintiff may be allowed to redeem said premises, and for such other and further relief as in justice and equity the Court may deem the plaintiff entitled to.

Philip Donahue
Attorney for Plaintiff

David Allan Poff }
 vs } In St Louis Circuit
 Louis Caffratta vsff } Court Missouri
 Dec Term 1867

Defendant admits the making of said
 deed of trust to secure Poff's notes with
 power of sale &c. but Defendant has no knowl-
 edge or information sufficient to form a belief
 whether ~~of~~ Plaintiff left Missouri, or went
 into business, as alleged or was engaged in busi-
 ness as alleged when the Rebellion commenced
 nor whether he made endeavors to get through the
 Confederate lines as alleged nor whether Plaine-
 iff tried to get to ^{or correspond with} St Louis & could not do so al-
 leged, but Defendant was informed that said
 Plaintiff was absent from St Louis & also heard
 that Plaintiff ^{was dead} but Defendant ^{wholly} denies that he
 & said Hunt or any body else
 conspired & confederated together for the purpose
 of cheating or defrauding Plaintiff out of his ^{said} real
 estate as alleged. Defendant believes said Hunt
 had control of said real estate, as the ^{author} agent of
 said Plaintiff & in no other way, but Defen-
 dant has no knowledge or information for
 what sum said Hunt rented said land nor whether
 said Hunt agreed with Plaintiff to apply said rent
 or any rent to the payment of the notes held by De-
 fendant, but Defendant wholly denies that Plaine-
 iff made any arrangement with Hunt to pay off
 said notes with rent of said premises, as it would

accrue, as alleged & wholly denied. Defendant fraudulently entered into said arrangement or any arrangement with Plaintiff intending at the time or at any time, to take advantage of Plaintiff's absence should the property sold become the purchaser as alleged. Defendant wholly denies any such arrangement between him & Plaintiff & denies that said Hunt had any knowledge of such arrangement for the reason that no such arrangement was ever made - Defendant was informed that said Plaintiff was dead & in consequence of such information, the first advertisement for the sale of said property under said Deed of Trust was abandoned - till the lapse of 9 months after said information was received, but Defendant entirely denies that he or said Hunt continued for that reason, or for any reason, or ever at all, for the purpose of cheating the Plaintiff or for having the property sold in any fraudulent manner. If Plaintiff was absent from St Louis & it was out of his power to be here, it arose from his own acts & ^{not} from those of Defendant.

Defendant states that after all of said notes had become due & the whole of said principal note & part of the interest notes, were unpaid & had been so for nearly ~~to~~ a year, he requested said property to be sold, under & in conformity to said Deed of Trust

in good faith for the purpose of realizing the said
debt & for no other purpose & as he had full right
to do, without any fraudulent intent or combi-
nation or confederacy or conspiracy with said
Hunt or any body else - that said Hunt was
as Defendant is informed believed not only
Trustee in said deed of Trust, but was also the
Chosen agent & attorney in fact of said Plaintiff.
Defendant denies that said property was worth
35,000 dollars as alleged, or any thing more than
said debt - that before said sale, all the improve-
ments thereon were destroyed by fire except one
brick building & said property was also incum-
bered by several years back taxes & by the claims
of Plaintiff ^{& Plaintiff's} - Defendant denies that
on the day of sale, or at any time, he fraudulently
represented the title thereon to be defective for the
purpose of preventing competition at the sale as
alleged & Defendant denies that he made any
such representation at all, or caused it to be done,
though notice of the claim of Mrs. Allan wife
of Plaintiff was given at said sale by F. C. Sharp
his attorney, but not at the instance or by consent
of Defendant, but ~~in fact~~ against the wishes of
Defendant, and he further wholly denies that
he & said Hunt conspired together for the purpose
of having said sale advertised as alleged - that said
advertisements were made without direction or consul-
tation with Defendant, but he denies that the

ning News was either an obscure paper, or that
its circulation ^{thing} was very limited as alleged & he
denies that said premises were sacrificed & he
the allegation
denies that they did not sell for more than one third
the value as alleged, but avers that said
property sold for all that it was worth at the
time & under the circumstances in which said prop-
erty was then situated, & denies the allegation that
20 days notice was not given, as alleged & denies
that in law or equity said Plaintiff has any right
to claim a redemption of said property or to an ac-
count or for any of the relief prayed.

Defendant avers that honestly & in good faith
he caused said sale to be made according to
law & the terms of said Deed of Trust, for the pur-
pose of collecting said debt long past due - that
he bought said property, according to the subdivi-
sions made thereof by said Trustee, because
no other bidders would pay so much therefor
as Defendant bid - that he paid for it, its
value at the time & had to redid afterwards buy
in the Dover claim of the wife of Plaintiff, who had
obtained a divorce from Plaintiff & a judgment against
him for alimony, that was claimed as a lien on
said property & since his purchase thing Defen-
dant has expended thereon in improvements
about thirteen thousand dollars & on the
1st day of May 1866 he conveyed said premises

to M. L. Gray Trustee, to secure the sum
of Eight thousand Dollars, advanced to Defen-
dant, by the parties of the third part named in
said deed, on the security of said property, which
sum is not yet paid to said parties.

Defendant denying all the rights claimed by
said ^{Plaintiff} ~~Defendant~~ and all the charges of combination
spread in said petition alleged, asks to be hence
discharged, with his costs.

M. L. Gray atty for Def

No 7237
In 8 Town Cor Ct
Nov 7 1843

David Allen

9

John C. Bennett

Amherst

Wm. & G. B. Gray

Amherst

Wm. & G. B. Gray

Amherst

IN THE
David Allen Plaintiff } St. Louis Circuit Court
of St. Louis County
Louis Cofferata Defendant } Missouri

Take Notice, That on the *twenty first* day of *March* 18*68*
between the hours of eight o'clock ~~in the~~ forenoon and six o'clock in the afternoon of that
day, at the *Court House*
Town of *Natchez* County of *Adams*
State of *Mississippi* depositions will be taken, to be read on the
trial of the above entitled case on behalf of the *Plaintiff*, and that the taking
of said depositions, if not completed on that day, will be continued from day to day, at the
same place and between the same hours, until completed.

To the above named *Louis* } *David Allen*
Cofferata Defendant } by his Attorney *Philip Donahue*

Executed the within notice by delivering
a copy of the same to Melvin L. Gray
the defendants attorney of record, on
the eighteenth day of February eighteen
hundred and sixty eight.

Philip D. Orature
sworn to and signed before me and
in my presence this 18th day of February
eighteen hundred and sixty eight

John W. Fulton
Notary Public

David Allen }
Louis Capratta }

The plaintiffs
agrees that unless security
for costs be given before
the day ~~the~~ set for the trial
of ~~the~~ above cause, the
same may be dismissed

Philip Dunbar
Atty for P/ff
W. B. Gray for D/ff

No 7257

James Allan

James Coffey

Agreement as to
Security for
costs

Filed May 24 1884

Geo. Lewis
clerk

James Allan
James Coffey

7237

David Allen

as

Lower Kaffraria

deposition of David Allen

no part of Kaffraria

Opened out ~~at~~

Record 27th 1888

See Lewis's Memo

The State of Mississippi 3
Adams County 2

Deposition of witness, produced,
sworn, and examined, at the Court House, in the Town of Natchez,
in the County of Adams, and State of Mississippi, before me,
the undersigned, Robert W. Wood, a Commissioner of the State
of Missouri, in and for the State of Mississippi, residing in
the City of Natchez, in said State of Mississippi, duly
Commissioned and Sworn, in a certain Cause now pending in
the St. Louis, Circuit Court, of St. Louis County, State of
Missouri, between David Allan, Plaintiff, and Louis
Cafferata, Defendant; on the part of the plaintiff,

David Allan, of lawful age, being sworn and examined on the
part of the plaintiff, deposes and saith, that he is now
fifty nine years of age, - occupation, millwright and Engineer,
in the summer of 1858, he resided in St. Louis, Missouri,
and had resided there since the spring of 1850. In the year
1858. he owned a house and lot in the City of St. Louis,
Missouri on the corner of fourteenth and Chestnut Streets,
He is acquainted with the defendant Louis Cafferata, he had
no other acquaintance with him, except that he had with
him in business through Hart, He is acquainted with
Henry W. Hart, and became acquainted with him, at the
commencement of a suit against witnesses in 1854 or 1855.
Hart was the lawyer of witnesses in said suit, and said Hart
was recommended to witnesses, by some of witnesses friends,
as a very good man, to have charge of that suit, which
was a very important suit in regard, to witnesses property

and character, the wife of witness was plaintiff in that suit
which was for Divorce and Alimony, and lasted until
witness came away in 1858. - That was witness's father
all the time in said suit, that and witness after they
became acquainted with each other were very intimate,
he had his dependence in that, to gain his case, and he
put every confidence in him. That attended to all the
business of witness in which he needed legal advice,
witness had a good deal of social acquaintance with that
as well as professional, they were a great deal together,
witness first became acquainted with the defendant Louis Cafferata,
when we got the first money from him, this must have
been some time early in 1858. he does not remember the date,
witness got acquainted with him through Mr. Hart, to
borrow that money, witness at that time was indebted to Mr.
Hart, and for the tuition of his ^{two} sons, this indebtedness
amount to about fifteen hundred dollars, he does not recollect
the sum exactly; the sum borrowed from Cafferata at this
time was about twenty four hundred and fifty dollars,
that borrowed the money for witness, witness did not
apply personally to Cafferata for the money, witness did not
know Cafferata at this time, witness saw him then -
The money borrowed by that for witness from Cafferata, was
applied to the payment of the tuition of his two sons, and to
pay indebtedness to that, and there ^{was} something over six
hundred dollars left in the hands of that, which was
paid by that on the orders of witness. Witness produced
a memorandum book, which was the memorandum book

witness had in 1858. at the time said money was borrowed
the first fourteen leaves of said book, are now detached therefrom
by the Commissioner, and annexed hereto by witness as a part
of this deposition,

Defendant by Goul M. Martin his Counsel, objects to the introduction
of the extracts from the Memorandum book of plaintiff, and
witness testifies the account between Henry W. Hart & himself
on pages one & two, was not written by witness or by Hart,

This is the only Memorandum ^{or writing of any kind}, which
witness has in his possession
showing the transactions between witness and Hart in the year 1858.
or at any other time, the pages of said Memorandum being
numbered by the Commissioner from one up to twenty
two. Witness states that he was present when the account
on pages one and two, was stated, entitled Henry W. Hart, in
a/c with David Allen, and that witness took the
Memorandum book out of his pocket, to have it stated,
said Hart and John P. Evans, being present, his bookkeeper
being present, and the account by order of Hart, was
written and stated by said Evans, - Evans explained the
account to witness, and handing the book back to witness,
The entries following said account on pages 2, 4 & 6. Commencing
with the date of May 6. and ending with November 16th were
made by witness, at the dates respectively stated - Said entries
were made by witness as he gave orders on Mr. Hart, for
money, said Hart paid all of said orders, except the last
one, the figures being scratched out, The Memorandum on
page 15. dated November 16. 1858, was made at its date by

witness, witness made the Memorandum on giving up all of his property to Mr Hart, which was the property above mentioned, witness never collected the rents of said property after that date, witness then directed Mr Hart to collect the rents, and apply the said rents, in paying the taxes on said property, and in paying off part of the money which had been borrowed from him as before stated. Witness never received any of said rents from that time onwards. The annual value of the rents of said property was about One thousand dollars, at that time, witness do not remember of giving any deed on the property or any notes, at the time of said loan, said loan was made before May 16. 1858. But witness does not recollect the precise date, The first entry dated May 16. 1858 for fifty dollars and the entry dated November 16. of Cash One hundred dollars, on said Memorandum, was for money got by witness from Hart, which is all the money witness ever got from Hart, after the date of said loan, all the other entries are for debts of witness, paid by Hart. Two or three days, of the last entry on said book of November 16. witness went to Memphis, thence to Vicksburg and then to Hatch, in the neighborhood of which place, he has since had his residence, witness went to St Louis, on a visit, in the summer of 1859, witness did not go there to stay, remained there a short time, does not recollect exactly how long, witness then went to St Louis, on Hart's account, who had sent word to witness that Mr. Kensie, wanted to buy witness's property, Hart told witness to go to Mr. Kensie, and witness went, and Mr. Kensie offered witness twenty seven thousand Dollars for said property, payable in ten instalments, which witness

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declined, and said to Mr. Kenia, that he would buy property as well located, himself, on the same terms and for the same price;

Defendant by Genl W. T. Martin his Counsel, excepts to testimony of witness in regard to the conversation, between the witness and Mr. Kenia,

Witness does not remember that he done any other business, with Hart, at that time. Witness does not remember of seeing Caffarata during that visit. Witness does not remember whether he did or not, get any account from Hart of the rents, Witness got no money from anybody at St. Louis, at that time, Witness took with him money for his expenses, and some out sides debt he owed in St. Louis, which he then and has since paid, Witness does not recollect of making any deed of Trust to Hart, or any promissory notes to him or Caffarata, in June 1859, I may have signed them, for witness was in the habit of signing anything that Hart asked witness, Witness made another visit to St. Louis just before Lincoln's Election in 1860, and remained there not more than a week, and perhaps not so long, and then saw Hart and Caffarata, and done business with them, and Hart said to witness that he wanted to make a loan of fifteen hundred dollars more money, from Caffarata, witness does not know what the money was for, Hart said it was to pay witness's debts, the money was borrow'd by Hart from Caffarata, at Hart's office, Hart was then collecting the rents, of the property of witness, and it was a perfect ^{betwixt witness and Hart} understanding, that they were go to the payment of the taxes, and Caffarata, witness does not recollect whether Caffarata, was present or not; Witness does not see Caffarata

On business at West's office, and one time when West sent
witness to Caffarata for money, West had no outside debts of
witness to pay, nothing but the taxes and the debt to Caffarata.
The fifteen hundred dollars, borrowed from Caffarata, was all
retained by West, and witness does not know what was done
with it, except to apply it to the payment of Taxes and
Caffarata's debt, which was the only thing West had to pay,
And last year about this time, witness paid the last rent received
in St Louis, - except the Taxes and the debt to Caffarata.
There was never at any time, a word said about selling the property
to witness to pay the debts of witness to witness, Witness cannot
say one way or the other that any thing was ever said about
selling the property to pay the debts. Witness is certain that
he never thought or said anything about selling the property
to pay the debts, Witness supposed that he would have made
money, and with the aid of the rents to have paid the debts,
and would have done so if it had not been for the late War,
Witness returned to St Louis after this visit, and remained in
the neighborhood of St Louis, until after the war, Witness
got no letters from St Louis, in regard to his business, during the war,
he tried to send two letters, one of them he gave to Mr. Loring,
which was taken from him on his way, and sent to Washington,
and do not know what became of the other, never heard from it.
Witness did not try to go to St Louis, himself, he would have gone
if he could, it was dangerous to go, and a man would not have
been safe at St Louis, after he got there, if he could have
got there - He means a man, whose residence was at the
South - Witness went to St Louis, as soon as he could get

money to pay his way after the war, which was a little over a year ago. And witness then found Caffarata in possession of the property ^{of witness} and he Caffarata, had pulled some of the buildings down, and was making some improvements, that was not then there. Witness did not hear of the sale of the property until after the war, and he did not know that it would be sold; Witness did not know that Hart was not in St. Louis, until sometime after the war had been going on, Witness never got any other money from Caffarata, except that of the loan above stated, and never saw Caffarata any thing except those loans, and never has any thing to do with him, except through Hart, as above stated. The annual value of the rent of the property, on the West of witness just before Lincoln's election, was something over a thousand dollars, Witness states the sum of \$71.50 at the head of page 4, and the two last items and the footing on said page, and the heading of the two following pages with the Accounts brought forward, were written by Mr. Evans, the bookkeeper of Hart, at the request of witness, at the last date November 16-1858. there is no other entry of the memorandum book, on that subject, except what is contained in the fourteen leaves hereto annexed, Witness annexes this letter, being all that he has from Hart. No account has been rendered to witness of the rent of said property, since 1850, and he has not received any rent from said property since that time, nor did he before, after he gave it up to Hart.

Defendant by Counsel W. J. Martin his Counsel, during the taking of the foregoing testimony, did object to all of it, touching the acts and conversation, promises and agreements of said

Wart, and the acty of said Evans, and the entries in witness
Memorandum Book, as incompetent, to affect the interest of
Defendant, except so far as the defendant is a party,

Witness Cross Examined by Genl W J Martin, Counsel
for Defendant

Witness states he never had any conversation with Caffarata
after he borrowed the last money from him, Witness states that
he does not know & remember whether on the 17 day of June
1859, he executed to Caffarata, any note whatsoever, and
remembers nothing of any deed of Trust given to secure any
notes to Caffarata, Witness has no recollection that he ever
had any conversation with Caffarata how or in what manner
he was to pay his indebtedness to him, There was never any
Judgment or decree against witness, for Alimony or any
thing else, in favor of his wife, Witness himself never
paid any taxes on the lot mentioned, since about 1857 or 1858.
There was a brick House on said lot, of five rooms, when
witness left St. Louis, does not know whether it was ever
burned, the lot was about 80 feet by 90 feet, witness
himself, has never paid Caffarata any thing, and if anything
has been paid him, and the taxes since 1857 or 1858, was paid
by Wart, the agent of witness, Witness's wife claimed and
obtained dower out of this property, which he thinks was four
hundred dollars a year, and was a charge upon the
property, Witness does not remember whether the decree in
her favor for this, was before or after the 17 day of June 1859.

9.

It was the improvements on the lot, that it made it productive of rent, witness does not know what the lot would have rented for without the improvements, Witness never gave West any power of attorney or other authority to sell the property, ~~and~~ for the payment of the debt due Caffarata or any other debt, Witness states that West, transacted the business, but he witness thinks he must have signed the Notes when the money was borrowed, Witness has never had any communication with Caffarata, either directly or indirectly since 1860. and has never seen him, since that time

Witness is examined, by Ralph North, Counsel for plaintiff, States, has never had any knowledge of any decree in favor of his wife, against himself or property, he has only heard it at Natchez, the final decision in the suit of his wife, was made after witness left St Louis, Witness says, that when he says that he never gave West any authority to sell the property, he means that he never gave him any power of attorney to sell the property, may as already stated have signed the deed of Trust, The only power of attorney that was given, was given to borrow money to pay taxes, and to pay Caffarata, in the event of the rents not being sufficient
David Allan

The State of Mississippi, 2d
County of Adams 2

I, Robert W. Wood, a Commissioner
of the State of Missouri, in and for the State of Mississippi,
residing in the City of Natchez, in said State of Mississippi,

duly Commissioned and Sworn, do hereby Certify, that David Allan, the defendant, whose place of residence is in the City of Vicksburg, County of Adams, in the State of Mississippi, was by me Sworn, to testify the whole truth of his knowledge touching the matter in controversy in the Cause aforesaid, and that his deposition was reduced to writing by me Commissioned and subscribed by him in my presence, on the twenty first day of March Eighteen hundred and Sixty eight, between the hours of eight O'clock in the forenoon and six O'clock in the afternoon, at the Court House, in the City of Vicksburg, County of Adams and State of Mississippi,

Witness my hand and seal of Office as such
Commissioner hereunto officed, at the Court
House in the City of Vicksburg, County of
Adams and State of Mississippi, this
21st day of March A.D. 1868.

Robt. Wood,
Commissioner for Missouri

Commissioners fee of \$7.50 paid to me
by the plaintiff David Allan
Robt. Wood, Comr.

David Allan }
Louis Coffroth } In St Louis Circuit
Court
April 7, 1868

Defendant alleges that
Plff is a non resident of the State of
Missouri or for that reason moves the
Court to order him to file security for
costs in the above cause or for want
thereof that the suit be dismissed

M L Gray atty & off

7237

On ~~the~~ bank credit
April 26th

D. Allen

9
A. Callaghan

One for business
for costs

M. A. Gray

Black May 25 1864
J. B. Lewis
C. K.

David Allan }
vs }
Louis Caffarella } In St Louis Circuit Court
No 2 June 7. 1868

State of Missouri }
St Louis County } M

Louis Caffarella de
fendant, on oath says that Margaret Ann
Allan as affiant is informed & believes
has in her possession a deed made by John
H Andrews Sheriff of St Louis County
Mo. to her, dated about the day of
June 1862, for a lot situate at the North
West corner of Chestnut & 14th Streets in
St Louis Mo. in block 499 - said lot
measuring $82\frac{6}{12}$ feet on ^{North side of} Chestnut Street by $109\frac{4}{12}$
feet on West side of 14th Street - and that
said deed is necessary evidence for defen-
dant on the trial of the above entitled
cause - wherefore affiant prays for an
order for a subpoena duces tecum
to said Margaret Ann Allan to bring
said deed in to Court, to be used on the
trial of said case

Louis Caffarella

Subscribed & sworn to before me this
first day of June, A.D. 1868.

W Oscar Gray, Notary Public
St Louis County, Missouri

David Allen

"

L. Coppinella

Applicant for Lucas Secum

William Jones 11/88
procurator
CLK

THE STATE OF MISSOURI,

To

GREETING:

You are hereby commanded, that, setting aside all manner of excuse and delay, you appear before our **ST. LOUIS CIRCUIT COURT**, (at Court Room No.); at the City of St. Louis, on the day of then and there to testify, and the truth to say, in a certain cause pending in said Court, wherein plaintiff, and defendant, on the part of the and herein you are in no wise to fail.

Witness, JOHN LEWIS, Clerk of our said Court, with the seal thereof hereto affixed, at office in the City of Saint Louis, this day of in the year of our Lord eighteen hundred and sixty-.....

John Lewis Clerk.

No. 7237 ✓

June Term 1868

Court Room No. 2

David Allen

L. Coffin

WITNESSES for Debt

J. C. Sharp atty

H. A. Thompson atty

J. M. Thomas atty

Henry A. Hunt atty

Wm. H. Anderson

Set for June 2 1868

Executed by reading
John M. Davis S.P.
By E. A. Leggett

For 250
Cash 25
275

St. Louis Feb 21st 1858

David Allaw

Dear Sir.

Since you have left I have received two months Rent from Cummings. I have rented your Carpenter Shop for \$15. Mr Kinnella has not paid a cent of Rent since the 1st of November.

I stored all your washing machines & stuff at Mr Southers 2nd street subject to your Order

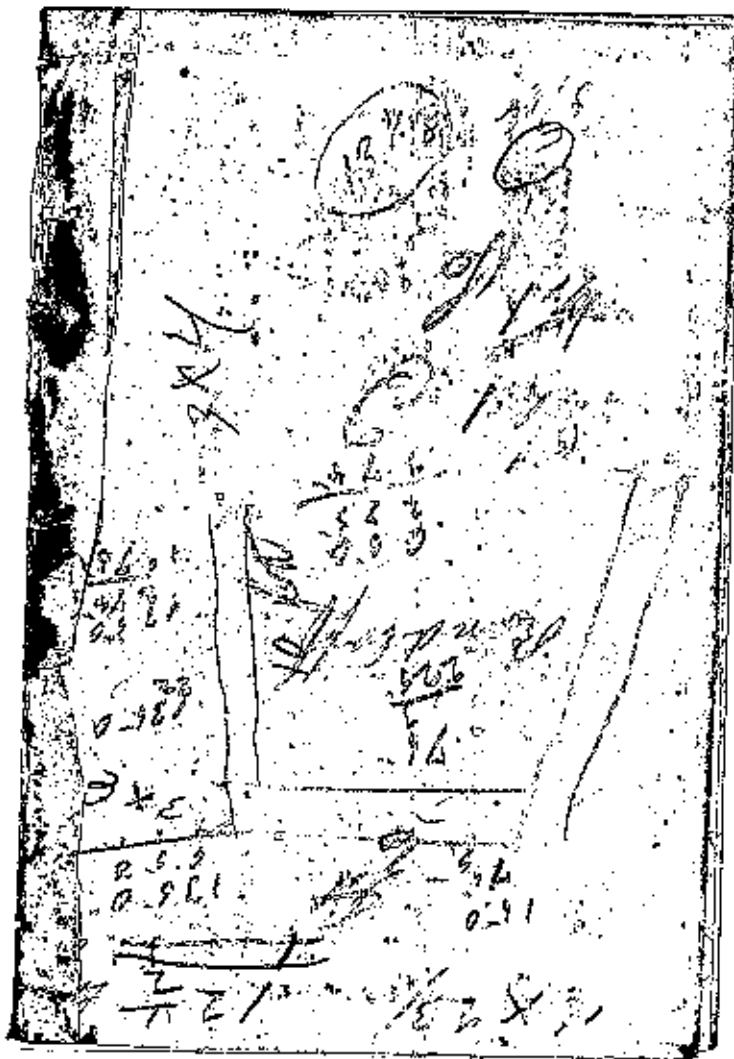
Yours truly
W. A. Mark
Per D. B. A. Mark

David Allen } Commission to take deposition on
as } the State of Mississippi on the
Louis Caffratta } part of the plaintiffs

Thely Donalson
Attorney at Law

1237

Henry Loveland Esq
Kansas City
Mo



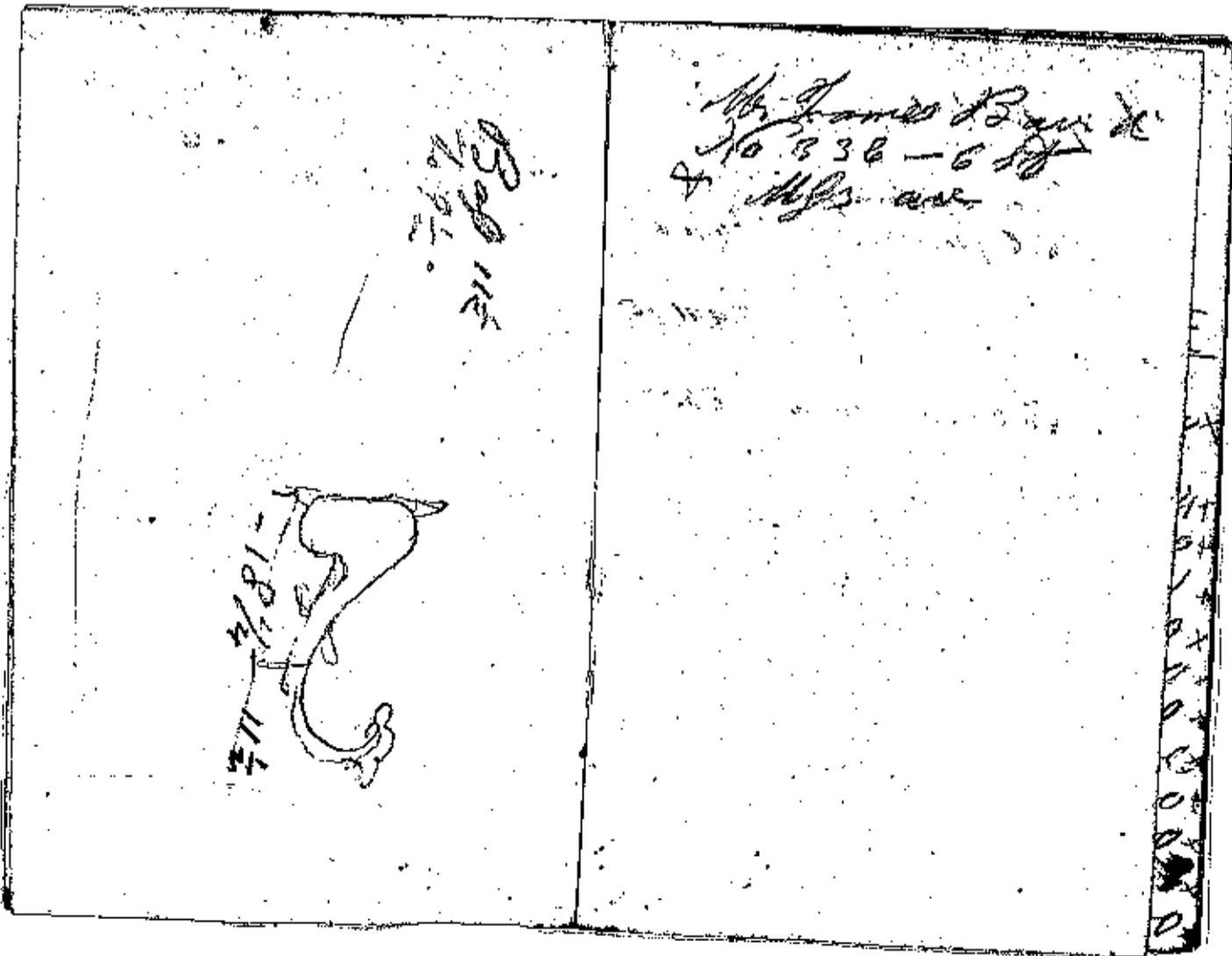
For sample the lamp
 Tools ——— \$1.50
 Parts ——— 0.05
 set of cartage ——— 2.00
 1 barrel ——— 1.08
 Lumber for traps ——— 0.50
 Paint ——— 0.25
 Lumber ——— 0.25
9.47

in 12 set single
 there is 306 lbs

For double the barrel
 Tools ——— \$3.00
 Parts ——— 0.65
 set cartage ——— 2.00
 Lumber for traps ——— 0.50
 1 Barrel Lumber ——— 0.32
 2 days Labor ——— 4.00
 Lumber for traps ——— 1.19
11.22

For single
 21 ft ——— \$1.50
 1 set cartage ——— 2.00
 Lumber ——— 0.50
 Labor ——— 4.00
4.10

11.22
 4.10
15.32



Dr. *no 1.*
 Henry M. Hart in a/c with
 Proceeds of loan from
 H. Cafferatta. 2441 65
2441 65

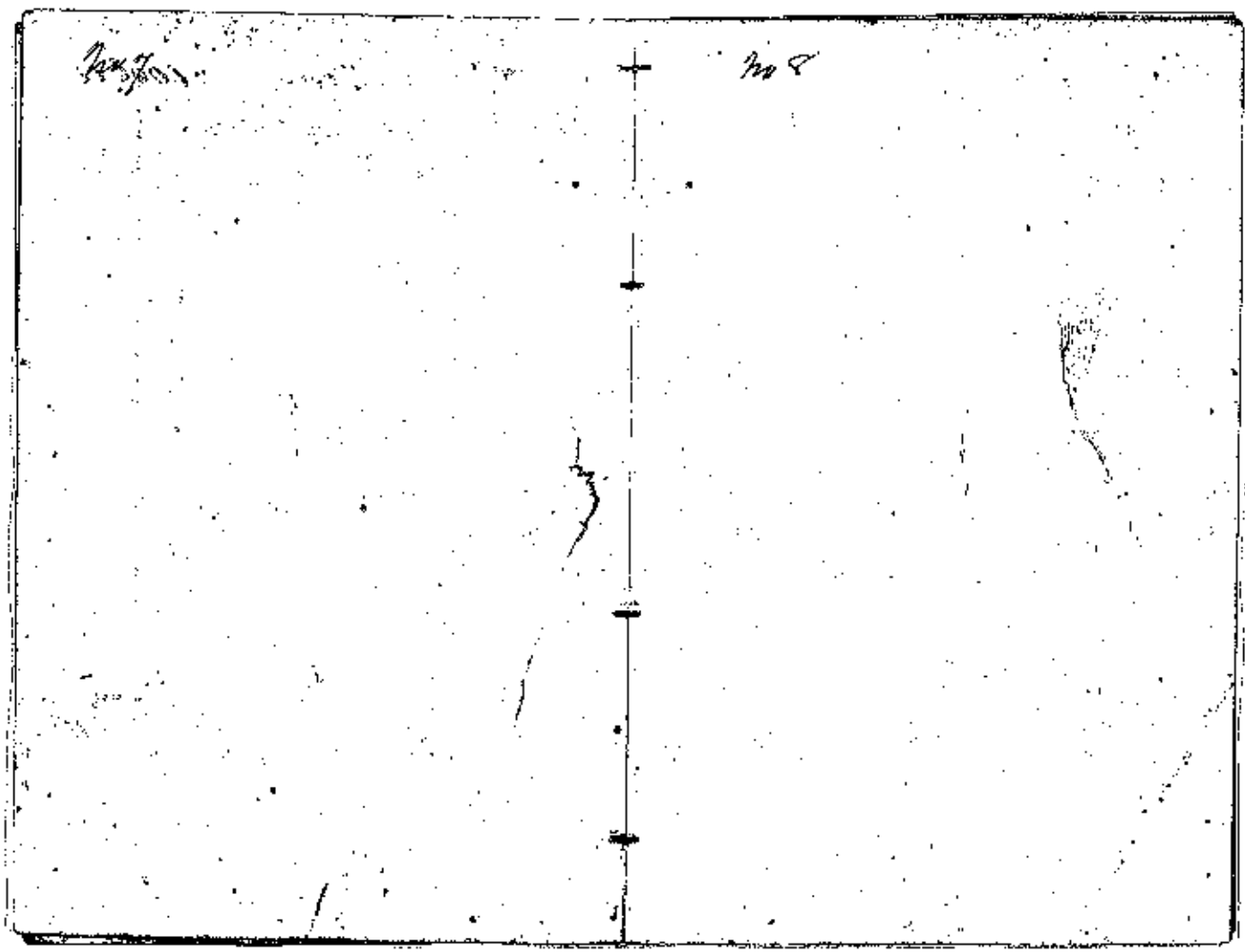
To Bal. brot down 865 76

Cr. *no 2.*
 David Allan
 By Receipt one Bill 1575 89
 To Balance 865 76
\$ 2441 65


May 6 59 50 00
 10 Mr Hull 15 34
 19 D Bitter 200 00
 20 Mr Medley 6 81
 7 Mr Large 2 50
 22 80 00
 28 Mr Hull 4 40
 June 5 Mr Hill 4 00
 16 Mr Foster 18 00
 24 D Allan 50 00
 July 3 ~~Mr Hill~~ 65 00
 17 60 00

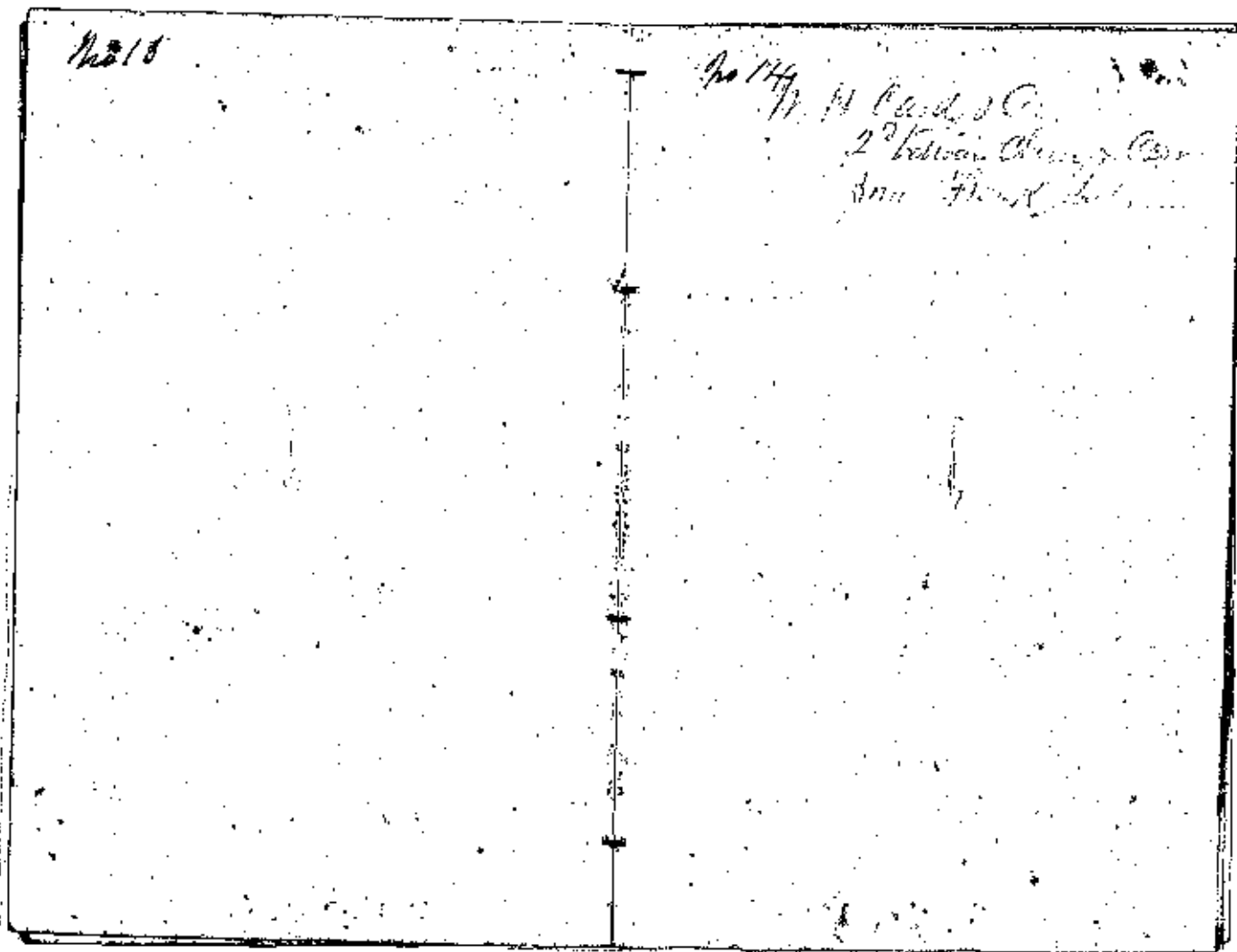
No. J.	No. H.		
	July 19 th	Parker & Lusk	41.54x
	"	Hingshild & Ferguson	49.49x
	20 th		110.00x
	31		20.00x
	Aug 7	Ad. Hullerich	19.00x
	19	L. J. ...	19.00x
	23		49.00x
	28		10.00x
	Sept 4	A. McLean	13.00x
	4	A. J. ...	6.50x
	13	A. Hullerich	29.00x
	7		20.00x
	18		10.00x
	22	Cash	1.00x
	Jan 19	Exp. Co	1.00x
		for Advertising House	1.00x
		1005.00	1005.00

<p>No 5 Amt brot over 865 71</p> <p> 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 </p>	<p>No 6 Amt brot over 1006 00</p> <p> Nov 12 Republic 18 00 16 Cash 100 00 " Republic 12 00 " To Date 100 00 if not paid otherwise </p> <table border="0"> <tr> <td>12 17</td> <td>18 00</td> </tr> <tr> <td>15 75 00</td> <td>200 00</td> </tr> <tr> <td>28 12 50</td> <td>36 00</td> </tr> </table>	12 17	18 00	15 75 00	200 00	28 12 50	36 00
12 17	18 00						
15 75 00	200 00						
28 12 50	36 00						



<p>no 9 Mr. J. D. Mc Murray To a double Machine with Hanger \$ 15.00</p>	<p>no 10 Mr. Frank Rowland Double Machine & Hanger 15.00</p>
<p>Mr. M. G. Bartlett Single Machine 9.00</p>	<p>Mr. Daniels Single Machine 6.00</p>
<p>Mr. J. C. Clark To a Small Machine 6.00</p>	<p>Mr. Ed. Brown Double Machine 15.00</p>
<p>Mr. John B. Lewis Double Machine & Hanger 15.00</p>	<p>Mr. J. S. Williams Single Machine with Hanger 9.00</p>
<p>Mr. ... Double Machine & Hanger 15.00</p>	<p>Mr. D. Barst Double Machine 15.00</p>

<p>No 11 Sept 4 Mr J B Clarkson To a dasher 3 50 To Lumber & Matted 2 75 <u>6 25</u></p>	<p>No 12 Oysters Frank 100 lbs</p>
<p>Sept 1st Mr. Keck Double Machine</p>	
<p>2nd Mr G Rogers Double Machine</p>	
<p>3rd Mr. Marshal Editor of the Republican Double Machine</p>	



No 18

Apr 14 W. C. C. & Co.
2nd Edition Chicago, Ill.
Ann. First Edition

Nov 15th 1848
St Louis Nov 15th 1848
I have just received
from Mr. [unclear] a bill
for collection of rent
for the [unclear] as follows
The [unclear] for back
rent on Sept 27 dollars
and 30 cents. The [unclear]
30 dollars for [unclear]

Second Mr. [unclear] bill
for the [unclear] of Dec

<p>April 17 Natchez Ferry 4th Tuesday night To Mr. J. L. ... Bill 5 11 11 11 1 1 side charge 3500</p>	<p>Jan 18</p>
--	---------------

No 91

Chirpa

abachupa a disposition
of the Bols on the
great Billings as they
Lurpa

To cure Smacke Lute
great damp to with
whos by a pipe
to the little pharynx
for at least 24 hours

or eat cottonwood
leaves & feed
with the same

R. M. Lester
66 66 66 66
66 66 66 0.3
6 1/2 6 6 3