Russell, Simpson, and Hunt v. Heirs of Mullanphy, John June 1836 3rd D St. Louis 1460

No 17.

Answer of Mullaughy
from 164 to 175 Copied
for Atty Spalding —
9th March 1832

No. 17.

Transcript of the records and proceedings in the case of,

Robert, Simpson, Wilson P. Hunt and William Rufsell

against

John Mullanphy, Pascal Leon Cerré and others.

Transcript	$ 152.12
Certificate & Seal	.50
Tax	.62½
	$ 153.24½

Filed this 16th day of December 1835—

Jos. C Brown Clerk

State of Missouri
County of Saint Louis } ss:

Be it remembered that on the seventh day of October in the year of our Lord one thousand eight hundred and twenty two, there was filed in the office of the Clerk of the Court of Chancery for the third Judicial District of the State of Missouri, a bill of complaint wherein Robert Simpson and Wilson P. Hunt were complainants and John Mullanphy, Thomas Hanly, Pascal Cerré, Harvey B. Holmes and Andrew Elliott were defendants; in the words and figures following, to wit:

2.

State of Missouri ss: third Judicial district

To the Honorable William Harper Chancellor of said State & Judge of the superior court of Chancery for said district.

Saint Louis county ss: Complaining sheweth unto your Honor your Orators Robert Simpson & Wilson P. Hunt, — That on or about the 19th day of September 1817 Pascal Leon Cerre & Therese his wife of the Town of Saint Louis in said State sold & conveyed by deed of that date to the said Thomas Hanly for and in consideration of ten dollars to them in hand paid, a certain lot of ground situate in the said town of St. Louis which the said Pascal L. Cerre acquired by inheritance from his late mother Catherine Giard deceased, bounded on the west by Main street in the said town of St. Louis which seperates the said lot from that then in the possession of Thomas Brady which he claimed and on which he lived, to the north by a cross street running to the River Mississippi & which seperated the said lot from that of Sampson Fur — on the East by the bank of the said River Mississippi and to the south by another cross street running to & from said river Mississippi & which seperates the said ~~said~~ lot of ground from that of Pierre Chouteau senior, supposed to contain two hundred and forty feet French measure in front to the west on Main street and about one hundred and fifty feet French measure in debth from the front to river Mississippi as the said conveyed lot was then in size, be the same more or less as will more fully appear, reference being had to the original from the said Cerre & his wife to the said Thomas Hanly of record in the Recorders office of the County of St. Louis in said State, a certified copy whereof is herewith exhibited and prayed to be made part & parcel of this bill of complaint marked A. And thereupon on the same 19th day of September in the year of 1817 the said Thomas Hanly & Mary his wife executed to the said Pascal L. Cerre a Mortgage Deed for the same lot of ground so sold & conveyed by the said Cerre & wife to the said Thomas Hanly as above said for

Deed from Cerre to Hanly — boundaries

the consideration of ten dollars by the said Cerre in hand paid to the said Thomas Hanly to secure to the said Pascal Leon Cerre the payment of the original obligations of which the following are copies made & given by said Thomas Hanly to the said Cerre when the same should respectively become due, to wit, $.700 on the twentieth day of September one thousand eight hundred & eighteen I promise to pay Pascal Leon Cerre or order Seven hundred dollars value rec'd. St. Louis 19th September 1817 Thos. Hanly (Seal) $.700 on the twentieth day of September one thousand eight hundred & nineteen I promise to pay to Pascal Leon Cerre or order seven hundred dollars value received, St. Louis 19th September 1817 Th.s Hanly (Seal) $.700 on the twentieth day of September one thousand eight hundred & twenty, I promise to pay Pascal Cerre or order seven hundred dollars value rec'd. St. Louis 19th September 1817 Th.s Hanly (Seal) $.700 on the twentieth day of September one thousand eight hundred & twenty one I promise to pay Pascal Cerre or order seven hundred dollars value received St. Louis 19th September 1817 Th.s Hanly (Seal) $.7000 on the twentieth day of September one thousand eight hundred and twenty two, I promise to pay Pascal Leon Cerre or order seven thousand dollars value received St. Louis 19th September 1817 Thom.s Hanly (Seal) which will more fully appear reference being had to the original Mortgage deed of record in the Recorders office of the said County of St. Louis a certified copy whereof is herewith exhibited marked B and prayed to be made part & parcel of this bill of Complaint.

And your Orators further state that on about the 22d day of June in the year 1818, the said Thomas Hanly and wife by deed of that date sold & conveyed to Patrick M. Dillon his heirs & assigns forever thirty five feet English measure on said Main Street and about one hundred and fifty feet French measure in depth from said Main Street to the said river of the south front of said lot of ground so sold & conveyed by the said Pascal Cerre & wife to the said Thomas Hanly, for and in consideration of three thousand five hundred dollars as will more fully appear by the original deed of record in the Recorders office of said

Deed from Hanly & wife to Dillon & Mortgage back from Dillon to Hanly

County of St. Louis which is herewith exhibited marked C and
(4.) prayed to be made part and parcel of this Bill of complaint, and
thereupon on the same 22d day of June in the year of 1818, the
said Patrick M. Dillon executed to the said Thomas Hanly a
Mortgage Deed for the same piece of ground sold and conveyed by
said Hanly to said Dillon as aforesaid as well for the consideration
of one dollar to the said Dillon in hand paid by the said Hanly
at the ensealing of the payment of the sum of two thousand
six hundred and twenty five dollars secured to be paid by the said
Dillon to the said Hanly as follows to wit, by one note of hand
bearing even date with the last mentioned Deed of Mortgage pay-
able in twelve months from the date thereof for eight hundred
and seventy five dollars without interest, and one other note of
hand of like date for seven hundred and fifty dollars with
interest at ten per cent per annum payable annually as will
more fully appear reference being had to the original deed
of Mortgage last mentioned of record in the Recorders office
of the said County of St. Louis a certified copy whereof is herewith
exhibited marked D and prayed to be made part and parcel of
this Bill of Complaint. — Your Orators are informed and
believe that the said Patrick M. Dillon at the date of the
Mortgage Deed executed by him to the said Thomas Hanly as
aforesaid had paid to said Hanly eight hundred & seventy five
dollars in part satisfaction of the consideration money to be
given for that part of the said lot of ground aforesaid mentioned as
conveyed and sold by said Hanly & his wife by their deed of
the 22d June 1818, to said Dillon and that the Mortgage deed
executed by said Dillon of that date to said Hanly was to secure the
payment of the residue of the said consideration money, that
the said Thomas Hanly and wife afterwards on or about the
thirtieth day of April in the year of 1819 as your Orators are
informed and believe true, transferred and assigned to the said
John Mullanphy a certain note of one thousand dollars
dated the 22d of June 1818 payable twelve months after
date executed by said Patrick M. Dillon to said Hanly
in order to secure more effectually to the said John Mullanphy

the payment of the said note Upon the consideration of one dollar to the said Manly & wife in hand paid did give grant bargain sell convey & assign to the said John Mullanphy and his heirs & assigns the undivisible two fifths of their right and interest in the aforesaid Mortgage deed executed to the said Thomas Manly by the said Patrick Dillon for the sum of two thousand six hundred and twenty five dollars for the same parcel of ground conveyed to him by said Manly & wife as above said reference being had to the original deed of assignment of record in the Clerks office of the said County of St. Louis will more fully appear a copy whereof is herewith exhibited marked E. and prayed to be made part & parcel of this Bill of Complaint,

Your Orators further state that they are informed and believe that before or about the time of the above said assignment of the said Mortgage by said Manly & wife to the said John Mullanphy as above mentioned the said Dillon had laid out and expended on the said piece or parcel of ground so conveyed by said Manly and wife to him as above said in the building of a Brick house thereon and other improvements about the sum of eight thousand five hundred dollars and that afterwards about the twenty first day of May 1819 the said Dillon & his wife for and in consideration of twelve thousand dollars to them in hand paid by Rufus Easton of the said Town of St. Louis by deed of that date grant bargain & sell unto the said Rufus Easton & to his heirs & assigns forever the said piece and parcel of ground which had been so sold & conveyed by the said Manly and wife to the said Dillon on the 22d June 1818 as above said and by him on that day Mortgaged to the said Thomas Manly as above mentioned and as will more fully appear reference being had to the original deed of record in the Recorders office of the said County of St. Louis herewith exhibited and marked F and is prayed to be made part & parcel of this Bill of Complaint — And Your Orators state further that afterwards in the years of 1819 and 1820 as they are informed & believe the said Rufus Easton erected in part a Stone warehouse on building & made other improvements on the said last granted

(4) premises conveyed to him by the said Dillon as above mentioned the original cost of which amounted to the sum of about eight thousand five hundred dollars that at the time of making the said improvements by the said Dillon and the said Easton & the building of the houses as aforesaid by them, the aforesaid Mortgage from the said Thomas Hanly Senior to the said Pascal L. Cerre remained unsatisfied & still is unsatisfied to the amount to the amount of about seven thousand seven hundred & fifty four dollars as appears by the record thereof & the aforesaid Mortgage from the said Dillon to the said Hanly remained unsatisfied and still is unsatisfied to the amount of about thirty four hundred dollars & that on or about the thirtieth day of April eighteen hundred and twenty one that part of the said lot of ground conveyed by the said Cerre to the said Hanly & by him Mortgaged to the said Cerre as aforesaid which had been conveyed by the said Hanly & wife to the said Dillon And by him Mortgaged to the said Hanly under date of the 22d. June as aforesaid was on or about the 30th day of April 1821 in virtue of a judgment in favour of the said Patrick M. Dillon & Execution issued thereon against the said Easton and also in virtue of two other Judgments and Executions issued thereon in favor of Wilson P. Hunt aforesaid against the said Easton all obtained in the circuit court of the aforesaid County of St. Louis sold by the Sheriff of the aforesaid County of St. Louis to satisfy the said Judgments and Executions, & the said Robert Simpson became the purchaser of so much of the piece or parcel of ground so conveyed by the said Hanly to the said Dillon and by the said Dillon to the said Easton as will make thirty five feet fronting west on the aforesaid Main Street by Seventy five feet in depth to the East towards the river Mississippi with the building thereon as will more fully appear by the deed of the said Sheriff to the said Robert Simpson the original of which is here produced marked C and prayed to be made part & parcel of this Bill of Complaint, - and the said Wilson P. Hunt became the purchaser of the residue of the said piece or parcel of ground with the building and improvements as will more fully appear by the copy of

the deed of the said Sheriff to the said Wilson P. Hunt here produced marked H and is prayed to be made part & parcel of this bill of Complaint. — That afterwards on or about the twenty third day of August the whole of the right & title of the said Thomas Hanly to the lot of ground above described as sold and conveyed to him by the said Pascal L. Cerre Sheriff on the 19th day of September 1817 as above said was in virtue of three Judgments & Executions in the Supreme court of this State for the third Judicial district in favour of Thomas B. Hobbins & Andrew Elliott against said Hanly, and Moses Scott, one in favour of Robert Blanton and one in favour of Farmer Reeves against the said Thomas Hanly, that is to say that part of said lot conveyed by said Hanly to said Dillon as aforesaid was sold on the first of said Executions, and on all of said Executions the residue of said lot was sold by the said Sheriff of the said County of St. Louis to satisfy those Judgments and Executions. — and the said Thomas B. Hobbins & Andrew Elliott became the purchasers thereof as will more fully appear by the Sheriff's certificates thereof made according to the provisions of the late act of the General Assembly of this State for the relief of debtor and creditor, the original of which said certificates is of file in the Recorders office of the said County of St. Louis, a certified copies whereof is hereunto exhibited marked I and prayed to be made part and parcel of this bill of Complaint.

Your Orators further State that the said John Mullanphy has caused a petition to be filed in the circuit court of the County of St. Louis in the name of the said John praying that the Mortgage executed by said Dillon may be foreclosed and the mortgaged premises therein mentioned sold for the payment of the said several sums of money in the said several promissory notes of said Dillon & said Hanly specified and thereupon such proceedings were had in the premises that at the June term of the said Court that the said Court did order decree and adjudge that if the said Dillon did not well & truly pay and satisfy to the said John or his legal representatives the sum of one thousand & thirty three dollars

and timely fine costs on or before the third day of the next
(8) term of the said Circuit court with legal interest on the sum of eight
hundred and seventy five dollars from this date, then the
Sheriff of St. Louis County is required & Commanded to sell on the
said third day of the term aforesaid the said Mortgaged
premises to pay and satisfy the said debt interest and costs
aforesaid, a certified Copy of which decree & order is here-
with exhibited marked I and prayed to be taken & read
as part of this Bill of Complaint. And the complainants
further state that the said John Mullanphy intending to
harass & perplex your Complainants did in June term
last cause an action of Trespass & ejectment to be brought in
the Circuit court of St. Louis County for the recovery of the
possession of the said Mortgaged premises against one
George W. Robb tenant in possession of considerably the greater
part of the said premises, which action your complainant
Robert Simpson is bound by the law of the land to defend
as Lessor of the said Robb. And your Complainant
Charles D. Hunt is interested to defend in order to protect
their just rights and Claims.

And the complainants further state that the Mortgage
Money in the said Deed from said Henly & wife to said Bene
or a greater part thereof and more than the amount of Money
due or to become due on said Mortgage of said Dillon to said
Henly, to wit, about the sum of Seven thousand seven
hundred and fifty four dollars still remains due & unpaid, &
that the said Thomas Henly is insolvent & unable to pay the
same, the premises decreed to be sold as aforesaid still remain
bound thereby so that if your complainants were to pay to said
Mullanphy the said sum of Money in the said decree
mentioned & decreed to be paid your complainants would still
be liable to pay the said Bene the Amount of said
Henly's Mortgage to him or a proportionable part thereof,
and your complainants well hoped that the said Henly or the
said Mullanphy would have paid satisfied & discharged

9. the said Mortgage of the said Cerne, and are ready & willing as soon as the same is done to pay and satisfy the said Mallamphy the said sum of money due to him by the note & Mortgage of said Dillon — But now so it is that the said Mallamphy, Hanly, Cerne, Holmes & Elliott combining & confederating together and with divers persons at present to your Complainants unknown whose names when discovered these Complainants pray may be herein inserted with apt words to charge them and contriving how to injure and oppress your Complainants in the premises some times pretend that no Mortgage was made of the premises by the said Hanly & wife or any other person prior to the said Mortgage of the said Dillon to said Hanly, at other times that if any such there is that the same has been paid off & discharged and satisfied — whereas your Complainants expressly charge that the said Mortgage was executed by the said Hanly & wife as aforesaid, and that the same is still in full force and unsatisfied, and that at the time the said Mortgage was made by the said Dillon the said Hanly had only the equity of redemption in the same.

All which actings & pretences and doings are contrary to equity and good conscience and tend to the manifest wrong & injury of your Complainants in the premises, in tender consideration whereof and for as much as your Complainants are remediless in the premises at and by the strict rules of the Common Law & cannot have adequate relief save in a Court of equity where matters of this and the like nature are properly relievable

To the end therefore that the said John Mallamphy Thomas Hanly Pascal Cerne Francis B. Holmes & Andrew Elliott & the rest of the confederates when discovered may upon their several corporal oaths full true direct and perfect answer make to all and singular the matters herein before stated and charged as fully and particularly as if the same were herein after repeated & they thereto distinctly interrogated & that not only to the best of their respective knowledge & remembrance but also to the best of their and each respective several information hearsay & belief and more especially that they may answer & set forth if the said Hanly & wife did make the

Mortgage in this bill set forth. if not did they make any
(10) other and set it forth, if a great portion of said Mortgage Money
is not still unpaid & how much, if the said premises have
not been sold to said Holmes & Elliott as above set forth, if
the said defendants have redeemed the same, If the said Manly
at the time the said Dillon made his said Mortgage had
any other estate in the Mortgaged premises than an equity
of redemption, — if these Complainants would pay the said
Mortgage money with interest in the said Mortgage of the
said Dillon mentioned would the said premises be free and
clear of all incumbrances made done or suffered by the
said Manly as in his said deed herewith exhibited marked C
he has covenanted, and that the said defendants may answer
the premises & may set forth what incumbrances were upon
the said Mortgaged premises previous to the said Mortgage
of said Dillon and who claim the same respectively and
may set forth the nature and kinds thereof and whether the
said circumstances or any and which of them are more
unpaid and unsatisfied and how much money is due on
the same respectively & that the said defendants Manly &
Mullanphy may be directed to pay off satisfy & discharge
said incumbrances and that in the mean time the said
Mullanphy may be restrained by the order & injunction
of this Honorable court from proceeding in this said
decree of sale and from commencing and prosecuting any other
proceedings upon the said Mortgage of the said Dillon
for foreclosure or sale thereof or upon the said note of the
said Dillon given to said Manly to secure the payment
of the purchase Money of the said premises and from proceeding
further by him to recover possession of the said premises, and
for further relief may it please your Honors to grant a writ
of subpoena commanding the said defendants personally to be
+ and appear before the Honorable the Superior Court of Chan-
= cery within and for the third Judicial District at the next
term thereof there & then to answer the premises & to stand
to and abide such order and decree therein as to the said

court shall seem equitable to equity & good conscience, and your complainants will ever pray &c

R. Easton Solicitor for said Complainants

State of Missouri } ss
St Louis County }

Robert Simpson one of the complainants being duly sworn deposeth and says that the facts stated in the within & foregoing bill of complaint so far as they are stated on the personal knowledge & information of this affiant are just and true and that the facts stated in the said bill of complaint so far as they are stated on the information of others this affiant verily believes the same to be true

Robert Simpson

Sworn to and subscribed this third day of October, eighteen hundred and twenty two before me a justice of the peace in and for the said County of St. Louis aforesaid in the Township of St. Louis

Joseph Charless Jr. P.

And upon the said bill, above copied, was the following order, made by the Honorable William Harper, Chancellor of the State of Missouri, as aforesaid, to wit: Let a writ of Injunction issue to restrain the sale of the mortgaged premises under the decree in favor of deft. Mullanphy, and further proceedings in the action of Ejectment Mullanphy vs. Robb pursuant to the prayer of the bill upon the Complainant giving bond and security according to law in the sum of fifteen hundred dollars. Archibald Gamble, Andrew Elliott, Bernard Pratte, Philip Rocheblave, George Morton and Charles Beperon or any two of them are approved as sureties.
Oct. 6th 1822. Wm Harper

Exhibit A. No. 1.

This deed made this nineteenth day of September in the year of our Lord one thousand eight hundred and seventeen by and between Pascal Leon Cerré and Therese Louise Lamy his wife of the Town of St. Louis in the Territory of Illinois of the one part and Thomas Hanly of the same place of the other part witnesseth, that the said Pascal L. Cere and wife for and in consideration of ten dollars to them in hand paid by the said Thomas Hanly the receipt whereof they do hereby acknowledge and the said Thomas Hanly of the payment thereof released, have granted bargained and sold and quit claimed and by these presents do grant bargain and sell and quit claim unto the said Thomas Hanly and to his heirs and assigns forever all the right, title, interest, property, estate and demand of them the said Pascal L. Cerré and wife to a certain lot of ground situate in the said town of St. Louis, which the said Pascal L. Cerré acquired by inheritance from his late mother Catherine Gerard deceased, bounded on the West by Main street in the said Town of St. Louis, which separates the said lot from that now in the possession of Thomas Brady, which he claims and on which he lives, to the North by a cross street running to the river Mississippi, and which separates the said lot from that of Sampson Fur, on the east by the bank of the said river Mississippi, and to the South by another cross street running to and from the said river Mississippi, and which separates the said lot of ground from that of Peire Chouteau Senior, and the said lot of ground hereby conveyed is supposed to contain about two hundred and forty feet french measure in front to the West on the said Main street and about one hundred and fifty feet french measure in depth from the front to

the River Mississippi as it is in Size be the same more or less. To have and to hold the said lot of ground as above described as conveyed and as the same is as to title and Size unto him the said Thomas Hanly his heirs and assigns and to his and their only use, benefit and behoof forever, and at the entire risk and hazzard of him the said Thomas Hanly his heirs and assigns, who covenants grants and agrees with the said Pascal L. Cerré and his other representatives that he said Thomas Hanly has visited seen and examined the said lot of ground hereby sold as above described, and also visited seen and examined all the title papers and the records relating thereto at the recorders office for the recording of deeds kept by the Clerk of the Circuit Court for the County of St. Louis in the said Town of St. Louis, in virtue of which the said Pascal L. Cerré claimed the said lot of ground as above described at the delivery of this deed and acknowledged himself entirely satisfied therewith so that if the title of the said Cerré and wife should fail to the said lot of ground above intended to be granted and conveyed or to any part thereof, the said Thomas Hanly his heirs or assigns shall not have any recourse whatever either in law or equity against them the said Pascal L. Cerré and wife their heirs or other representatives for any damages whatsoever on account of this the covenants contained in this deed. But the said Pascal L. Cerré for the consideration above mentioned covenants and agrees with the said Thomas Hanly his heirs and assigns the title to the said lot of ground against him said Pascal L. Cerré and his wife his and their heirs

14. and from all persons lawfully to claim the same under them will to the said Thomas Hanly his heirs and assigns forever warrant and defend by this deed. In Witness whereof the parties have hereunto interchangeably set their hands and seals the day and year in that behalf above written.

Signed Sealed and delivered in presence of the Undersigned Witness
L. E. Lawless

Cerré (Seal)
Therese L. Lamy (Seal)
Th. Hanly (Seal)

Be it remembered that on the eighteenth day of September in the year 1817 came before me F. M. Guyol one of the justices of the Peace for the County of St Louis Territory of Missouri the within named Pascal L. Cerré and Therese Louise Lamy his wife known to me to be the persons described in and who have executed the within deed and acknowledged that they severally signed Sealed and delivered the said deed for the use and purposes therein mentioned, and the said Therese Louise Lamy being by me privately examined apart from her said husband acknowledged that she executed the said deed freely, without any fear or compulsion of her said husband all which I do accordingly certify according to the Statute in such case made and provided. Given under my hand and seal the same date above written.

F. M. Guyol J. P. (Seal)

Recorded this 20th day of September 1817.

M. P. Leduc eff recorder by A. S. McGirk D Eff recorder.

State of Missouri } Jct: A Archibald Gamble Clerk of the
County of St Louis } Circuit Court within and for the County of St Louis do certify the above and foregoing instrument of writing to be a true copy of a deed (or instrument of writing) Cerre and wife to Thomas Hanly

as on record in my office. Given under my hand this 27th day of September 1821. Archibald Gamble, Clerk.

Exhibit B. No 2

This deed of mortgage made this nineteenth day of September in the year of our Lord one thousand eight hundred and seventeen by and between Thomas Hanly and Mary his wife of the Town of St Louis in the Territory of Missouri of the one part and Pascal Leon Cere of the same place of the other part, Witnesseth, that the said Thomas Hanly and wife for and in consideration ~~of the sum~~ of ten dollars to them in hand paid by the said Pascal L. Cere the receipt whereof they do hereby acknowledge, and him the said Pascal L. Cere of the payment thereof discharged and released, have granted bargained and sold and by these presents do grant, bargain and sell unto the said Pascal L. Cere and to his heirs and assigns forever all the right, title, interest, property, estate and demand of them the said Thomas Hanly and wife to a certain lot of ground situate in the said Town of St Louis, which they acquired by deed of convenance of this date from the said Pascal L. Cere and wife, bounded on the West by Main Street in the said Town of St Louis, which separates the said lot from that now in the possession of Thomas Brady on which he lives to the North by a cross Street running to the river Mississippi, and which separates the said lot from that of Sampson Fur, on the East by the bank of the said river Mississippi, and to the South by another cross Street running to and from the said river Mississippi and which separates the said lot of ground from that of Pere Chouteau Senior, and the lot of ground

(46) hereby mortgaged is supposed to contain about two hundred and forty feet french measure in front to the West on the said Main Street and about one hundred and fifty feet french measure in depth from the front to the river Mississippi as it is in size be the same more or less. To have and to hold the lot of ground above described as the same is as to title and size unto him the said Pascal L. Leré his heirs and assigns and to his and their only use benefit and behoof forever. Provided that this deed of mortgage is made upon this express condition that if the said Thomas Hanly his heirs executors administrators or assigns shall and do well and truly pay discharge and satisfy on the several days and times that the same respectively become due the several original obligations made and executed by the said Thomas Hanly to the said Pascal L. Leré of which the following are copies, to wit,

$700. On the twentieth day of September one thousand eight hundred and eighteen I promise to pay Pascal Leon Leré or order seven hundred dollars value received St Louis 19th September 1817. Thomas Hanly Seal

$700. On the twentieth day of September one thousand eight hundred and nineteen I promise to pay Pascal Leon Leré or order seven hundred dollars value received St Louis 19th September 1817. Thos Hanly Seal

$700 On the twentieth day of September one thousand eight hundred and twenty I promise to pay Pascal Leré or order seven hundred dollars value received. Saint Louis 19th September 1817 Thos Hanly Seal

17. $700. On the twentieth day of September one thousand eight hundred and twenty one I promise to pay Pascal Cerré or order seven hundred dollars value received. Saint Louis 19th September 1817. Thos Hanly (Seal)

$7000 On the twentieth day of September one thousand eight hundred and twenty two I promise to pay Pascal Leon Cerré order seven thousand dollars value received. St Louis 19th September 1817. Thoms Hanly (Seal)

Then this deed of mortgage shall be come null and void and be of none effect in law or equity otherwise to be and remain in full force and effect to secure the payment of the said several obligations with interest damages — costs and expenses accruing and arising thereon according to the Statute in such case made and provided. In Witness whereof the said Thomas Hanly and wife do hereunto set their seals and sign their hands the day and year in that behalf above written. Th. Hanly (L.S.)

Signed Sealed & delivered in presence of the Undersigned witness L.E. Lawless } Mary Hanly (Seal) Cerre (Seal)

Be it remembered that on the 19th day of September in the year 1817 came before me Jeremiah Connor one of the justices of the Peace for the County of St Louis, Territory of Missouri, the within named Thomas Hanly and Mary his wife known to me to be the persons described in and who have executed the within deed and acknowledged that they — severally, signed, sealed and delivered the said deed for uses and purposes therein mentioned — and the said Mary being by me privatly examined apart from her said

(18) husband acknowledged that she executed the said deed freely without any fear or compulsion of her said husband all which I do accordingly certify according to the Statute in that case made and provided.

Jerah Connor Justice of the Peace Seal

Recorded this twentieth day of September 1817.

M.P. Leduc Eff recorder by A.S. McGirk D Eff recorder.

I acknowledge satisfaction for the two first notes mentioned in the within mortgage. Witness my hand and seal this seventh day of September eighteen hundred and nineteen. Cerré. Teste Jno C. Long D Clk.

I acknowledge satisfaction for the note of $700 due Sept. 20th 1820. Witness my hand and seal this 17th September 1820.

Witness A. Gamble Clerk. Cerre Seal

State of Missouri } Sct.
County of St. Louis } I Archibald Gamble Clerk of the Circuit Court for the County of St. Louis do certify that the above and foregoing are true copies of the deed (or instrument of writing) and receipts thereto annexed as on ~~my~~ record in my office. Thomas Hanly and wife to Pascal L. Cerre Given under my hand at St. Louis this 27th day of September one thousand eight hundred and twenty one.

Archibald Gamble Clerk.

Exhibit C No 3. This deed made this twenty second day of June in the year of our lord one thousand eight hundred and eighteen Witnesseth, that Thomas Hanly of the Town of St. Louis in Territory of Missouri, and Mary his wife for and in consideration of the sum of three thousand five hundred dollars to them in hand paid by Patrick M. Dillon of the Town and Territory aforesaid the receipt whereof they do hereby acknowledge have granted, bargained and sold, and

(19) by these presents do grant, bargain and sell unto the said Patrick M. Dillon his heirs and assigns forever, a certain piece or parcel of ground situate lying and being in the Town of St. Louis aforesaid, bounded on the West by Main Street, on the South by a cross street, running to and from the river Mississippi and which separates the same from that of Pierre Chouteau, on the East by the river Mississippi, and on the North by the ~~lot of~~ ground of the said Thomas Hanly, containing thirty five feet English measure on said Main Street and about one hundred and fifty feet french measure in depth from said Main Street to the said river Mississippi, as it is in size be the same more or less: Being the Southern part of a lot of ground purchased by said Thomas Hanly from Pascal L. Cerré and wife by deed bearing date the nineteenth day of September eighteen hundred and seventeen, and recorded in the office of the recorder for the said County of St. Louis Book "F" page 405, To have and to hold the said granted premises with the appurtenances unto the said Patrick M. Dillon his heirs and assigns and to his and their only proper use and behoof forever. And the said Thomas Hanly and wife for the consideration above named, hereby covenant and agree to and with the said Patrick M. Dillon, the title to the aforesaid granted premises to warrant and forever defend. In ~~witness~~ testimony whereof the said Thomas Hanly and wife do hereunto set their hands and seals the day and year first above written. Th. Hanly (Seal)
Mary Hanly (Seal)

Signed Sealed & delivered in presence of
L. E. Lawless. J. V. Garnier

Territory of Missouri } ss. Be it remembered that on the
County of St. Louis } twenty sixth day of June in the year

(20) eighteen hundred and eighteen before the subscriber a justice of the peace in and for the township of St Louis in the County aforesaid, personally appeared Thomas Hanly & Mary his wife who acknowledged the aforegoing deed or instrument of writing to be their act and deed for the purposes therein mentioned and the said Mary Hanly being by me examined separately and apart from her said husband doth make her free and voluntary acknowledgement that she is well acquainted with the contents thereof and that she executed the same without being compelled or induced thereto by her love for her said husband or fear of his displeasure. In testimony whereof I have hereunto set my hand & seal the day and year aforesaid.

W. Garnier J.P. Seal

Missouri Territory
Saint Louis County ss: I do hereby certify the within instrument of writing to be truly recorded Book G. page 290th this 28th day of July eighteen hundred and eighteen.

A. Gamble Clerk.

D No. 4 This deed of mortgage made this twenty second day of June in the year of our Lord one thousand eight hundred and eighteen witnesseth that Patrick M. Dillon of the Town and County of Saint Louis in the Territory of Missouri as well for the better securing of the payment of the sum of two thousand six hundred and twenty five dollars lawful money of the United States of America secured to be paid by the said Patrick M. Dillon to the said Thomas Hanly hereinafter named as follows to wit by one note of hand bearing even date herewith payable in twelve months from

the date thereof for eight hundred and seventy five dollars without interest and one other note of hand of like even date payable in four years after date for seventeen hundred and fifty dollars with interest at ten per centum per annum payable annually as for the further sum of one dollar to him in hand paid by Thomas Hanly of the Town County and Territory aforesaid the receipt whereof he doth hereby acknowledge hath granted bargained and sold and by these presents doth grant bargain and sell unto the said Thomas Hanly his heirs and assigns forever a certain piece or parcel of ground situate lying and being in the town of St Louis aforesaid. Bounded on the West by Main Street, On the South by a cross Street running to and from the river Mississippi and which separates the same from ground of Pierre Chouteau on the East by the river Mississippi and on the North by other ground of the said Thomas Hanly containing thirty five feet English measure on said Main Street and about one hundred and fifty feet french measure in depth from said Main Street to the said river Mississippi as it is in size be the same more or less, being the Southern part of a lot of ground purchased by the said Thomas Hanly from Pascal L. Cerré and wife by deed bearing date the nineteenth day of September eighteen hundred and seventeen recorded in the office of the recorder for the said County of St Louis Book F page 405 and by deed bearing date this day granted by the said Thomas Hanly and wife to said Patrick M. Dillon, To have and to hold the said described granted

(22) premises to the said Thomas Hanly his heirs and assigns to his and their only proper use and behoof forever. Provided always nevertheless and it is the true intent and meaning of these presents and the parties thereunto that if the said Patrick M. Dillon shall well and truly pay or cause to be paid to the said Thomas Hanly his heirs or assigns the several sums above mentioned at the time or times or in the manner aforesaid without trouble or delay then this deed of mortgage shall ~~and~~ void and of no force & effect either in law or equity. In testimony whereof the said Patrick M. Dillon has hereunto set his hand and seal the day and year first above written. P.M. Dillon [Seal]

Signed Sealed and delivered in presence of, Note the ninth line first page inserted before signing and delivery of these presents. L.H. Lawless. J.V. Garnier.

~~Territory~~ State of Missouri } Be it remembered that on the twenty
County of St Louis } sixth day of June in the year eighteen hundred and eighteen before the undersigned a justice of the peace in and for the Township of St Louis in the County aforesaid personally appeared Patrick Dillon and acknowledged the aforegoing instrument of writing or deed of mortgage to be his act and deed for the purposes therein mentioned. In testimony whereof I have hereunto set my hand and seal the day and year first above written.

J.V. Garnier J.P. [Seal]

Recorded this 16th October 1818. A. Gamble Clerk.

State of Missouri } I Archibald Gamble Clerk of the Cir-
County of St Louis } cuit Court for the County of St Louis do hereby certify the foregoing to be a true copy of the record in my office Book H page 9 & following. L.S. Given under my hand and seal at office this 21st day of October 1820.

Archibald Gamble Clerk.

Exhibit
Ex. No 5.

(23)

Whereas Thomas Hanly hath this day conveyed ^transfered and assigned to John Mullanphy or order for value received a certain ^note of the sum of one thousand and fifty dollars, dated the twenty second day of June one thousand eight hundred and eighteen payable twelve months after date executed by Patrick M. Dillon to him the said Hanly and Mary his wife of the Town and County of St Louis Territory of Missouri in order to secure more effectually to the said John Mullanphy or to his order the payment of the aforesaid note or sum of one thousand and fifty dollars, to the day and time above mentioned as well for and in consideration of the sum of one dollar to them ^in hand well and truly paid at and before the ensealing and delivery of these presents by the said John Mullanphy of the Town County and Territory aforesaid the receipt whereof is hereby acknowledged. They the said Thomas Hanly and Mary his wife have given granted bargained and sold conveyed and assigned and by these presents they give grant bargain and sell convey and assign to the said John Mullanphy his heirs and assigns the just and indivisible two fifths of all their rights, titles and interests in a certain deed of mortgage executed to them by Patrick M. Dillon for the sum of two thousand six hundred twenty five dollars dated the second day of June eighteen hundred and eighteen and recorded in the office of the Clerk of the Circuit Court of the County of St Louis — Book A. page 9 nine and by which deed is specially mortgaged a certain piece of ground situated in St Louis bounded Westwardly by first Main street, Southwardly by a cross street running to and from the Mississippi and which separates the same from the ground of ~~x~~ Peter Chouteau, Eastwardly by the river Mississippi and Northerly other ground belonging to said Thomas Hanly containing thirty five feet English measure on said first Main street and about one hundred and fifty feet perch —

(24) measure in depth from said Main Street to the said river Mississippi as it is & be the same more or less being the Southern part of a lot of ground purchased by the said Thos. Hanly from Pascal Leon Cere and wife by deed bearing date the nineteenth day of September one thousand eight hundred and ~~eighteen~~ seventeen. conveyed by said Charles Hanly and wife to the said Patrick M. Dillon by deed bearing date the twenty second day of April one thousand eight hundred and eighteen. To have and to hold the said just and undivisible two fifths of the said mortgage hereby granted or intended so to be unto the said John Mullanphy his heirs and assigns to his or their only proper use and behoof forever and with and under all the privileges conditions and reservations mentioned and expressed in the aforesaid deed of mortgage executed by Patrick M. Dillon. Provided always nevertheless that if the said note of one thousand and fifty dollars is well and truly paid unto the said John Mullanphy his executors, administrators or assigns by the said Patrick M. Dillon or Thomas Hanly, on the day and time herein before mentioned and appointed for payment thereof - according to the condition of the said recited note, without any fraud or further delay and without any deduction, defalcation or abatement to be made of any thing for or in respect of any taxes charge or assessment whatsoever then and from thenceforth as well this present transfer and assignment as the said recited note, shall cease, determine and become absolutely null and void to all intents and purposes any thing herein before contained to the contrary in any wise notwithstanding. In witness whereof the said Thomas Hanly and Mary his wife have hereunto set their hands and seals

this thirtieth day of April one thousand eight hundred and nineteen. Thomas Hanly [Ls] Mary Hanly [Ls]
Signed Sealed and delivered in presence of F. M. Guyol.—

Territory of Missouri } ss. Be it remembered that on the thirtieth
County of St Louis } day of April in the forty third year of the
Independence of the United States of America A.D. one thou-
sand eight hundred and nineteen before Francis M. Guyol one
of the Justices of the Peace within and for the County of St Louis
aforesaid, personally appeared the within named Thomas
Hanly and Mary his wife, who acknowledged the foregoing
instrument of writing to be their & each of their act and deed hand and
seal for the purposes therein contained and the said Mary
wife of the said Thomas Hanly being first apart and sep-
arately from her aforesaid husband and by me examined
acknowledged that she signed executed the same freely voluntar-
ily without fear restraint constraint or undue influence
of her aforesaid husband. In testimony whereof I have here-
unto set my hand and affixed my seal at St Louis on the
date in this behalf before written. F. M. Guyol J.P. [Ls]
Recorded May 7th 1819. Archibald Gamble Clerk.—

State of Missouri } sct: I Archibald Gamble Clerk of the
County of St Louis } Circuit Court for the County of St Louis
do certify the above and foregoing to be a true copy of a
deed or instrument of writing on record in my office.—
Thomas Hanly & wife to John Mullanphy. Given under
my hand this twenty seventh day of September one
thousand eight hundred and twenty one.
Archibald Gamble Clerk

26.
Exhibit
F. No. 6

This deed made this twenty first day of May in the year of our Lord one thousand eight hundred and nineteen, Witnesseth, that Patrick M. Dillon of the Town of St Louis in the Territory of Missouri and Anne T. Dillon his wife for and in consideration of twelve thousand dollars to them in hand paid by Rufus Easton of the same place the receipt whereof they do hereby acknowledge and release the said Rufus Easton from any further payment thereof do grant bargain and sell unto the said Rufus Easton and to his heirs and assigns forever a certain lot or piece of ground and the land it contains situate and being in the Town of St Louis aforesaid bounded on the West by Main Street on the South by a cross Street running to and from the river Mississippi and which Street separates this lot from that formerly owned by Pierre Chouteau, on the East by the river Mississippi and on the North by the ground of Thomas Hanly which lot contains thirty five feet English measure on said Main Street and about one hundred and fifty French measure in depth from said Main Street to the said river Mississippi as it is in fact be the same more or less - being the Southern part of a lot of ground purchased by the said Thomas Hanly from Pascal L. Cerre and wife by deed bearing date the nineteenth Day of September eighteen hundred and seventeen recorded in the office of the recorder for the said County of St Louis Book H' page 405 and that part thereof upon which the said Patrick M. Dillon has erected a two Story brick house and lime Kiln - To have and to hold the said granted premises and lot or piece of ground as above described with the tenements and appurtenances to the same belonging unto the said Rufus Easton and his heirs and assigns and his and

their only use forever. And the said Patrick M. Dillon for himself and his heirs for the consideration above mentioned covenants with the said Rufus Easton his heirs and assigns the title to the piece of ground with the appurtenances above granted & conveyed to warrant and defend against the claims and demand of all persons whomsoever unto the said Rufus Easton his heirs and assigns forever. In Witness whereof the said Patrick M. Dillon & wife hereunto set their hands & seals the day and year first above written.

Patrick M. Dillon (L.S.) Ann T. Dillon

Signed, Sealed and delivered in presence of P. Quarles. A. Gamble

Territory of Missouri } ss. This day personally appeared before me the
County of St. Louis } Clerk of the Circuit Court for the County aforesaid the within named Patrick M. Dillon and acknowledged the within deed or instrument of writing to be his act and deed hand and seal for the purposes therein mentioned. L.S. Given under my hand and seal of office at St. Louis this twenty second day of May eighteen hundred and nineteen. Archibald Gamble, Clk. &c.

Territory of Missouri } ss. I do hereby certify the foregoing instru-
County of St. Louis } ment in writing to be truly recorded May 22d 1819 Book H page 335 & following.

Archibald Gamble Clerk.

Exam.d

Territory of Missouri
St. Louis County June 29th 1820. This day Ann T. Dillon being by me (one of the Judges of the Superior Court of this Territory) first made acquainted with the contents of the foregoing instrument of writing & then examined separate & apart from P. M. Dillon her husband acknowledged that she had executed the same voluntarily and without compulsion or undue influence of the her said husband. Given under my hand the day and year above written Alex.r Stuart.

Territory of Missouri } I do hereby certify the within acknowl-
County of St Louis } edgement of Wm Dillon to be truly re-
corded in my office Book I page 353 this 9th day of August
1820. Archibald Gamble Clk. — Exam?

Exhibit G. No 7.

To all to whom these presents shall come, I, Joseph C. Brown Sheriff of the County of St Louis in the State of Missouri send — Greeting: whereas certain executions issued from the Clerks office of the Circuit Court within and for the County of St Louis, returnable to — Term of the said Court, in the year of our Lord eighteen hundred and twenty one against Rufus Easton to wit one in favor of Patrick M. Dillon & two others in favor of Wilson P. Hunt, the said executions being directed to the Sheriff of the County of St Louis, and to me the said Sheriff delivered, a copy of which said executions is hereunto annexed and makes a part and parcel of this deed; by virtue of which said executions I the said Sheriff on the ninth day of March in the year of our Lord eighteen hundred and twenty one did levy and seize all the right, title, claim, interest and property of the said Rufus Easton in and to a certain lot or parcel of ground situate on Main Street in the Town of St Louis bounded South by a Cross Street which separates it from P. Chouteau, East by first Main Street, North by Stanley's lot, & East by a lot purchased on the same day with the sale of this lot by Wilson P. Hunt, this lot is the same called lot No 1 in the advertisement of the premises and contains thirty five feet on Main Street more or less & running toward the river — twenty five feet upon it the lot stands the large brick building (called Dillon House) the same being advertised agreeably to law as will appear from a copy of the —

(29) of the advertisement hereunto annexed, and which also makes a part and parcel of this deed, by virtue of which said executions and advertisement I did on the thirtieth day of April in the year of our Lord eighteen hundred and twenty one, agreeably to the advertisement thereof at the Court House door during the sitting of the said Court expose to public sale for ready Cash all the right, title, claim, interest and property of the said Rufus Easton in and to the premises and Robert Simpson being the highest and last bidder for the same at the sum of three hundred dollars. Now therefore Know Ye, that I Joseph C. Brown, Sheriff as aforesaid, for and in consideration of the sum of three hundred dollars to me in hand paid by the said Robert Simpson, the receipt whereof I do hereby acknowledge, and by virtue of the authority in me vested by Law, I do hereby transfer and assign to him the said Robert Simpson and his heirs and assigns all the right, title, claim, interest and property of him the said Rufus Easton in and to the aforesaid premises that I might sell agreeably to Law as Sheriff aforesaid, by virtue of the aforesaid executions and advertisement, to have and to hold the said premises to him the said Robert Simpson and his heirs and assigns forever. In Witness whereof I Joseph C. Brown Sheriff of the County of St Louis have hereunto set my hand and seal on this the 10th day of May in the year of our Lord eighteen hundred and twenty one and of the Independence of the United States the forty fifth. Jos. C. Brown Sheff (Seal)

Signed Sealed and delivered in the presence of ——

County of St Louis ss. The State of Missouri to the Sheriff of the County of St Louis Greeting: Whereas Patrick M Dillon at our Circuit Court before our Judge thereof recovered against Rufus Easton the sum of one thousand and thirty six dollars and fifty cents for his damages by him sustained by

(30)

reason of the non-performance of certain promises and undertakings in his declaration mentioned together with his costs and charges about his suit in that behalf expended, which to the said Patrick M. Dillon were adjudged as appears to us of record: these are therefore to command you that of the goods and chattels, lands and tenements of the said Rufus Easton in your bailiwick, you cause to be made the aforesaid damages and costs and that you have the same before the Judge of our said Court on the first Monday of April next to render to the said Patrick M. Dillon the damages and costs aforesaid. And for want of sufficient goods and chattels lands and tenements whereon to levy and make the same, we command you to take the said Rufus Easton if he be found in your bailiwick, and him safely keep, so that you may have his body before the same Judge on the said first Monday of April to satisfy the said Patrick M. Dillon of the aforesaid damages and costs, and that you certify to our said Judge, how you execute this writ: and have you then there this writ. Test Wilson P. Hunt Archibald Gamble Clerk of our said Court at St Louis this twenty eighth day of February in the year of our Lord one thousand eight hundred and twenty one and of our Independence the forty fifth. Archibald Gamble Clerk. A Copy Jas. C. Byrnes Sheff.

Endorsements on same as follows, Patrick M. Dillon vs. Rufus Easton, execution. Judgt April 20th 1820. Damages $ 1036.50. Clerks fees 2.65. Atto Hempstead 6.00 Ditto ent 2.— Tax on exn 1. Sheriffs fees 0.85. $ 1049.00.

County of St. Louis ss: The State of Missouri to the Sheriff of the County of St Louis Greeting, Whereas Wilson P. Hunt at our Circuit Court before our Judge thereof recovered against Rufus Easton the sum of three thousand six hundred and twenty six dollars—

31. & thirty three cents for his damages by him sustained by reason of the non-performance of certain promises and undertakings in the declaration mentioned and also his costs and charges by him about his suit in that behalf expended, which to the said Wilson P. Hunt were adjudged as appears to us of record these are therefore to command you that of the goods and chattels lands and tenements of the said Rufus Easton in your bailiwick you cause to be made the aforesaid damages and costs, and that you have the same before the judge of our said Court on the first Monday of April next to render to the said Wilson P. Hunt the damages and costs aforesaid, and for want of sufficient goods and chattels, lands and tenements where to levy and make the same, we command you to take the said + Rufus Easton if he be found in your bailiwick and + him safely keep so that you may have his body before the same judge on the said first Monday of April to satisfy the said Wilson P. Hunt of the aforesaid damages and costs, and that you certify to our said judge how you execute this writ, and have you then there this writ. T. S. Witness Archibald Gamble Clerk of our said Court at St Louis this nineteenth day of December in the year of our Lord one thousand eight hundred and twenty and of the Independence of the United States the forty fifth. Archibald Gamble Clerk. A Copy Jos. C. Brown, Shff. (Endorsement thereon) No. 2. St Louis Circuit Court April Term 1821. Wilson P. Hunt vs. Rufus Easton execution. Judgment Augt 9th 1820. Damages 3626.33. Clerk's fees 3.05 - Atto Carr & H. 6.00 Ditto writ 2.00. Ditto Tax on exn 1.00 Sheriffs fees. 0.85 3639.33 County of St Louis Ss: The State of Missouri to the Sheriff of St Louis County Greeting, whereas Wilson P. Hunt at our

32 Circuit Court before our Judge thereof recovered against Rufus Easton the sum of six thousand four hundred and forty eight dollars, and eighty cents for his damages by him sustained by reason of the non-performance of certain promises and undertakings in the declaration mentioned as also his costs and charges by him about his suit in that behalf expended, which to the said Wilson P. Hunt were adjudged as appears to us of record: These are therefore to command you, as we have heretofore commanded you, that of the goods and chattels, lands and tenements of the said Rufus Easton in your bailiwick, you cause to be made the aforesaid damages and costs, and that you have the same before the judge of our said Court on the first Monday of April next to render to the said Wilson P. Hunt the damages and costs aforesaid, and for want of sufficient goods and chattels lands and tenements whereon to levy and make the same, we command you to take the said Rufus Easton if he be found in your bailiwick and him safely keep, so that you may have his body before the same judge on the said first Monday of April to satisfy the said Wilson P. Hunt of the aforesaid damages and costs, and that you certify to our said judge how you execute this writ and have you then there this writ. L.S. Witness Archibald Gamble Clerk of our said Court at St Louis this nineteenth day of December in the year of our Lord one thousand eight hundred and twenty and of our Independence the forty fifth. Archibald Gamble Clerk. A Copy Jos. C. Brown Shff. — (Endorsement thereon) No one (1) St Louis Circuit Court April Term 1821. Wilson P. Hunt vs. Rufus Easton execution Judgment April 20th 1820. Damages

33. $6448.80 Made on former execution 2641.07 = 3807.73. Clerk for this ex^n 2.10. Interest 253.40 Com^n 90.26. Service & trav. 1.10. = 4154.59.—

By virtue of three writs of execution to me directed from the Circuit Court of St Louis County returnable to the April Term of said Court 1821 (which said Court is now in session) against Rufus Easton two in favor of Wilson P. Hunt and one in favor of Patrick M. Dillon, on which executions certain property was advertised to be sold on Thursday the 5th April inst. and part thereof was sold agreeably to the advertisement thereof, and the sale of the balance of said property advertised was suspended by order of Court the said balance of said property remaining unsold is as follows, to wit, one lot of ground and the improvements thereon lying in the Town of St Louis bounded about thirty five feet in front on Main Street and running from said Main Street eastwardly to the river Mississippi, bounded on the South by a cross Street which separates it from a lot of Pierre Chouteau St on the East by the river Mississippi on the North by a lot lately or now owned by Thomas Hanly, by request of said defendant the said lot will ~~now~~ be divided into two separate lots the first to front the whole width of said lot on said Main Street to run Eastwardly seventy five feet, on which space stands a large brick building called the Dillon House to be called lot No. 1. the balance of said lot to be called lot No. 2 to include the balance of said lot to front on the river Mississippi about thirty five feet and to run westwardly to lot No. 1. which will include a large stone building unfinished the said divisions will be sold as two lots separately &

34. also one other lot and buildings lying in the Town of St Louis bounded on the East by Third Main street one hundred and eighty five feet on the North 100 feet by a cross street which separates it from a lot of R. Simpson on the West by another lot of said Easton on the South by a lot of Col. Hammond and also one other lot bounded Eastward by the last described lot Northwardly by said Cross street West by a barn lot of said Easton, South by the lots of Hammond Moin & Smith containing about two hundred and thirty feet fronting on said Cross street by 185 feet deep Southwardly, and also one other lot of ground bounded Eastwardly by the last described lot North by a Cross street West by the lots of Madame Larue & Wilson P. Hunt South by a cross street which separates it from a lot of P. Quarles to be divided into & sold in lots of sixty feet fronting North & South on each of said Cross streets running half depth of the whole lot, a plat of all the proposed divisions will be exhibited on the day of sale of said lots, which will be made on Monday the 30th day of April Inst at the Court House door in the Town of St Louis to the highest bidder for cash to satisfy the said executions and costs all the right, title, interest and claim of the said Rufus Easton the said lots will be sold by the numbers marked on the proposed plat of divisions. Sale will be made between the hours of 9 O clock A.M. and six P.M. of said day. St Louis April 7th 1821. H. McGirk D.Sff for Joseph C. Brown Shff. A Copy Jos. C. Brown Shff. +

+ State of Missouri } ss: Be it remembered that heretofore to wit County of St Louis } on the tenth day of May in the year of our Lord one thousand eight hundred and twenty one Joseph

6. Boron Sheriff of the County of St Louis acknowledged the execution of the within deed from him as Sheriff to Robert Simpson and that he signed Sealed and delivered the same for the purposes therein mentioned which said acknowledgement was entered on the records of the Court of that day. L.S. Given under my hand and Seal of office this Second day of June in the year one thousand eight hundred and ~~thirty~~ twenty one. Archibald Gamble Clerk.

State of Missouri } Set. I do certify the within deed to be truly
County of St Louis } recorded in my office book K page
270 and following this 9th day of August 1821. Archibald
Gamble Clerk

Exhibit F No 8.

To all to whom these presents shall come I Joseph 6. Boron Sheriff of the County of St Louis in the State of Missouri send greeting whereas certain executions issued from the Clerks office of the Circuit Court within and for the County of St Louis returnable to April Term of said Court in the year of our Lord eighteen hundred and ~~thirty~~ twenty one in favor of Wilson P. Hunt against Rufus Easton, the said executions being directed to the Sheriff of the County of St Louis and to one the said Sheriff delivered a copy of which said executions is hereunto annexed and makes a part and parcel of this deed; by virtue of which said executions I the said Sheriff on the Month of May in the year of our Lord eighteen hundred and twenty one did levy and seize all the right title, claim, interest, and property of the said Rufus Easton to the following described property amongst other property taken to wit, one lot in the Town of St Louis bounded on the South by the cross Street next South by Thomas Stanly, on the East by the river Mississippi, on the West by a lot advertised as lot No 1 with the Dillon house, the said western boundary

being seventy five feet from Main Street and parallel to it and bounded and the North by Thomas Hanly's lot, the lot intended to be described is thirty five feet more or less and is numbered in the annexed advertisement as lot No. 2, with a large stone building on it unfinished, the same being advertised agreeably to law as will appear from a copy of the advertisement hereunto annexed, and which also make a part and parcel of this deed; by virtue of which said execution and advertisement, I did on the 30th. day of April in the year of our Lord eighteen hundred and twenty one agreeably to the advertisement thereof at the Court House door during the sitting of the said Court expose to public sale for ready cash all the right, title, claim interest and property of the said Rufus Easton in and to the premises and Wilson P. Hunt being the highest and last bidder for the same at the sum of one hundred and one dollars, Now therefore Know Ye that I Joseph Charbonneau Brown Sheriff as aforesaid for and in consideration of the sum of one hundred and one dollars to me in hand paid by the said Wilson P. Hunt the receipt whereof I do hereby acknowledge, and by virtue of the authority in me vested by law, I do hereby transfer and assign to him the said Wilson P. Hunt all the right, title, claim, interest and property of him the said Rufus Easton in and to the aforesaid premises that I might sell agreeably to law, as Sheriff aforesaid by virtue of the aforesaid executions and advertisement to have and to hold the said premises to him the said Wilson P. Hunt and his heirs and assigns forever. In witness whereof I Joseph C. Brown Sheriff of the County of St. Louis have hereunto set my

(37) hand and seal on this the twenty ninth day of May in the year of our Lord eighteen hundred and twenty one and of the Independence of the United States the forty fifth. Joseph C Brown Shff (Seal) Signed, Sealed and delivered in presence of —— A Copy A. Gamble Clerk.

State of Missouri } Jct. Be it remembered that heretofore to wit
County of St Louis } on the first day of June one thousand eight hundred and twenty one Joseph C. Brown Sheriff of St Louis County acknowledged the execution of the within deed from him as Sheriff to Wilson P. Hunt which said acknowledgment is entered on the records of the Court of that day. (Seal) Given under my hand and seal of office at St Louis this nineteenth day of July one thousand eight hundred and twenty one. Archibald Gamble Clerk.

State of Missouri } Jr. I, Archibald Gamble Clerk of the Cir=
County of St Louis } cuit Court for the County of St Louis do certify that the within deed from the Sheriff to Wilson P. Hunt and the above certificate of acknowledgment to be truly copied from the records in my office Book K page 240 & following and that together with said deed, and on the same page & following is recorded a copy of the execution and Sheriff's advertisement under which the said property was sold. L.S. Given under my hand and seal of office at St Louis this 4th day of Oct. 1822 Archibald Gamble Clerk.

Exhibit I, No. 10. In the Circuit Court St Louis County, June Term 1822.

John Mullanphy } Petition to foreclose mortgage.
vs.
Patrick M. Dillon }

Now at this day (to wit the 3rd July 1822) Come the parties aforesaid by their respective attornies aforesaid whereupon all and singular the premises are by them submitted to the Court, which being seen and heard and

38 by the Court here fully understood and mature deliberation thereupon had, for that it appears to the Court that the said petition of the said petitioners and the matters and things therein contained in manner and form as the same are above stated and set forth are sufficient in law for the said petitioners to have and maintain his action aforesaid thereof against him, Wherefore inasmuch as the said defendant hath not denied nor in any manner answered the said declaration of the said plaintiff. Therefore it is Considered that if the said Patrick M. Dillon does not well and truly pay and satisfy to the said John Mullanphy or his legal representatives the sum of one thousand and thirty three dollars and ninety five cents on or before the third day of the next Term of this Court with legal interest on the sum of eight hundred and seventy five dollars from this date then the Sheriff of St. Louis County is required and commanded on the said third day of the Term aforesaid the said mortgaged premises to pay and satisfy the said debt interest and costs aforesaid.

State of Missouri } ss. I Archibald Gamble Clerk of the County of St Louis } Circuit Court for the County of St Louis do certify the foregoing to be a correct copy of a decree entered in said Court in the case of John Mullanphy against Patrick M. Dillon. L.S. Given under my hand & seal of office at St Louis Augt 29th 1822. Archibald Gamble Clerk.

Exhibit I. No 7. = I Joseph C. Brown Sheriff of the County of St Louis to all whom it may concern Certify that by virtue of a writ of execution to me directed from the Supreme Court

for the Third Judicial District of the State of Missouri in favor of Francis B. Holmes and Andrew Elliot against Thomas Hanly and Moses Scott returnable to the October Term of said Court on the 19th day of September 1821 I exposed to Sale as the law directs the following property viz a lot of ground in the Town of St Louis bounded on the West by Main Street North by the lot on which Thomas Hanly now lives, South by Cross Street (called North C. Street) and East by the river Mississippi on which there is a brick house known by the name of the Dillon house, and that Francis B. Holmes and Andrew Elliott being the highest and last bidder the same was struck off and sold to them for the price and sum of five dollars, and that the said Francis B. Holmes and Andrew Elliot will on the 19th day of February in the year 1824 be entitled to a deed therefor unless the same shall be redeemed by virtue of the act of Assembly entitled "an act for the relief of debtors and creditors." John Simonds D. Sheriff— State of Missouri County of St Louis, I Archibald Gamble Clerk of the Circuit Court for the County of St Louis do certify the above to be a correct Copy of the Sheriff's certificate to Holmes & Eliot taken from the record Book K page 332. Given under my hand this 30th day of Sept. 1822. Archibald Gamble Clerk.

I Joseph C. Brown Sheriff of the County of St Louis to all whom it may concern certify that by virtue of three executions to me directed from the Supreme Court for the Third Judicial District one in favor of Francis B. Holmes and Andrew Elliott against Thomas Hanly and Moses Scott one in favor of Robert Blanton and one in favor of Farmer Demes against the said Thomas Hanly returnable to the October Term 1821 of the said Supreme Court on the twenty third day of August 1821 I exposed to sale as the law directs the following property as the property of said Thomas Hanly viz a lot of ground in the Town of St Louis on Main street and bounded on the West by the said Main street North by a Cross street which separates it from the brick ware house of Bright East by the Mississippi River and South by a lot sold by the said Hanly to M. M. Dillon containing 260 feet front and extending to the river and that Francis B. Holmes and Andrew Elliott being the highest and last bidder the same was struck off to them for the price and sum of five hundred and forty dollars and that the said Francis B. Holmes and Andrew Elliot will on the twenty third day of February in the year 1824 be entitled to a deed therefor unless the same be redeemed by virtue of an act of Assembly entitled "an act for the relief of debtors and creditors." John K. Walker. D. Sheff

State of Missouri } I Archibald Gamble Clerk of the Circuit Court for St
County of St Louis } Louis County, do certify the above & foregoing certificate to be truly
copied from the record in my office Book K page 332.
Given under my hand this 30th Sept. 1822. Archibald Gamble
Clerk.

(End of Original Bill and Exhibits)

40. (7) and on the seventh day of October in the said year eighteen hundred and twenty two, the said Complainants filed in the office of the Clerk of the said Superior Court of Chancery for the Third Judicial District, an injunction Bond, in the words and figures following, to wit;

Injunction Bond.

Know all men by these presents that we Robert Simpson and Wilson P. Hunt of the County of St Louis as principals and Bernard Pratte and Archibald Gamble of the same as sureties are held and firmly bound unto John Mullanphy, Thomas Hanly, Pascal Cere, Francis B. Holmes and Andrew Elliott their exors admrs & assigns in the just and full sum of fifteen hundred dollars. To the true payment of which we bind ourselves our heirs exors & admrs firmly - jointly and severally by these presents. Witness our hands and seals this seventh day of October 1822 - The Condition of the above obligation is such that whereas the above bound Robert Simpson & Wilson P. Hunt have obtained by the order of the Chancellor of the State a writ of Injunction to restrain the sale of the mortgaged premises under the decree of the Circuit Court for St Louis County in favor of the said Mullanphy & also further proceedings in the action of Ejectment depending in said Court of Mullanphy vs Bobb - Now therefore if the said Robert Simpson and Wilson P. Hunt shall well and truly pay all such monies and costs as are due or may become due to said John Mullanphy, Thomas Hanly, Pascal Cerré, Francis B. Holmes and Andrew Elliott: and also all such Costs and damages as shall be ~~adjudged~~ awarded against them the said Simpson and Hunt in case said injunction be dissolved then the above obligation to be void else to remain in full force.

Signed, Sealed and delivered in presence of D. H. Conrad

Robert Simpson R. S. Seal
Wilson P. Hunt Seal
A. Gamble A. G. Seal
Bern^d Pratte B. P. Seal

And on the said bond is the following endorsement, namely:

"Filed Oct. 7th 1822. D. H. Conrad, Clerk.—

June Term 1823

And at a Term of the Circuit Court of the Third Judicial Circuit of the State of Missouri, begun and held at the City of St. Louis within and for the County of Saint Louis, sitting as a Court of Chancery, on the First Monday of June in the year eighteen hundred and twenty three, to wit, on Wednesday the fourth day of June, in said year, John Mullanphy one of the defendants to the aforesaid bill of complaint, filed in open Court his answer to the said bill in the words and figures following, to wit.

Answer of Mullanphy.

The Separate answer of John Mullanphy of the defendants to the Bill of complaint of Robert Simpson and Wilson P. Hunt Complainants—

This defendant now and at all times hereafter saving and reserving to himself all and all manner of exception to the manifold errors, uncertainties and imperfections in the said Bill of Complaint contained, for answer thereto or to such part thereof as he is advised it is material for him to answer to, answering saith— That he admits that Pascal Leon Cerre and Therese his wife on or about the time mentioned in said bill sold and conveyed to the said Thomas Hanly such lot of ground as that mentioned in said bill, and that thereupon the said Hanly and Mary his wife executed and delivered to the said Cerre the mortgage in said bill mentioned in Exhibit B. He admits also that on or about the day in that behalf mentioned in said bill the said Hanly and Mary his wife Proprietors made and executed to the said Patrick M. Dillon the deed a copy of which is exhibited in said bill marked C and that thereupon the said Dillon executed to the said Thomas Hanly the mortgage deed mentioned in said bill and exhibited marked D. This defendant further admits that on or about the time in that behalf mentioned the said Thomas Hanly transferred and assigned to this defendant the said note of the said Patrick M. Dillon and in order to secure the payment thereof executed to this defendant the deed

(8) 42. exhibited marked F. and that afterwards, to wit, on the Sixth day of April eighteen hundred and twenty the said Thomas Hanly and Mary his wife by their certain deed of assignment assigned transfered and set over to the said John Mullanphy his heirs and assigns the aforesaid deed of Mortgage from the said Dillon to the said Hanly and also assigned to him two other notes to secure the payment of which said mortgage was given as by a copy of the said assignment hereunto exhibited more fully will appear. This defendant also admits that the said Patrick M. Dillon, afterwards on or about the day in that behalf mentioned in the said bill, executed together with his wife such deed of conveyance to the said Rufus Easton as set forth in said bill and exhibited marked F.—

And the defendant further answering saith that on the thirteenth day of August in the year one thousand eight hundred and twenty one Thomas Hetcher by the judgment and consideration of the Circuit Court of Saint Louis County recovered against the said Rufus Easton the sum of three hundred and ninety dollars a certain debt and also the further sum of nineteen dollars and twenty four cents for his damages by him sustained by reason of the detention of the said debt, together with costs and charges of that suit— And that afterwards on or about the fourteenth day of September in the year aforesaid one William H. Pocke by the judgment and consideration of the same Court recovered against the said Rufus Easton the sum of one hundred and four dollars and ninety three and a half cents for his damages by him in that behalf sustained together with his costs and charges of that suit.— and that on or about the fifteenth day of September in the same year one Charles B. Hunter by the judgment and consideration of the same Court recovered against the

said Rufus Easton the sum of seventeen hundred and seventy eight dollars and three cents for his damages in that behalf sustained together with his costs and charges of that suit. — And this defendant further saith that the said Fletcher, Pococke and Hunter respectively sued out executions on their said progments returnable to the December Term of the Circuit Court of St. Louis County in the year one thousand eight hundred and twenty. By virtue of which said executions the Sheriff of said County did in due form of law, on the twenty second day of December of the same year expose to public sale all the right, title, claim and interest and property of the said Rufus Easton in and to a part of the lot of ground and premises which the said Easton, had purchased as aforesaid of the said Dillon and wife. And this defendant at that sale being the highest and last bidder at the sum of one thousand five hundred and twenty dollars it was struck off to him and the said Sheriff did thereupon execute and deliver to this defendant a deed in due form of law executed conveying to him all the right, title, claim, interest and property of the said Rufus Easton in and to the said premises so sold all of which will more fully appear by transcripts of the said proceedings in those suits and copy of the Sheriff's deed to this defendant herewith exhibited marked No 1. 2. 3 & 4 and prayed to be taken as part of this answer.

The defendant admits that the said Robert Simpson and Wilson P. Hunt afterwards became the purchasers of the said lot and premises as stated in their said deed exhibited S & H. But he says that the said progment in favor of Patrick H. Dillon to satisfy which said sale was made was satisfied by the sale of other property belonging to the said Easton and that the said sale at which the said Simpson and Hunt purchased was in truth made to satisfy certain executions in favor of the said Wilson P. Hunt issued on progment against said Easton which were older than the said progments in favor of Fletcher Pococke and Hunter. And this defendant alleges that at the time of the sale of the part of said lot to this defendant

44. an execution was in the hands of the Sheriff of St Louis County
(9) in favor of said Hunt against said Easton ipsed upon the same judgment to satisfy which the same property was afterwards resold to said Simpson. And that afterwards at the April Term of the said Circuit Court in the year one thousand eight hundred and twenty one on motion of Mr. Wash attorney for the said Wilson P. Hunt it was ordered by the Court that the Sheriff pay over to the said Hunt the money which he had made at the December Term previous by the sale of said Eastons property - as will appear by a copy of said order herewith exhibited marked No 5 - And the defendant avers that the sum of fifteen hundred and twenty dollars which he paid to the Sheriff as aforesaid was paid by the Sheriff to the said Wilson P. Hunt - And that the said Simpson had perfect knowledge of that fact when he again purchased the same land sold a second time to satisfy the same debt of Hunt. This defendant admits that he caused a petition to be filed in the Circuit Court of Saint Louis County against said Dillon on the mortgage assigned him by said Hanly and that such proceedings were thereupon had to final decree for the sale of the mortgaged premises as stated in said bill. He admits also that he commenced an action of Ejectment against said Robb tenant in possession of a part of the premises mortgaged - That he brought said action to try the title under the aforesaid deed from the Sheriff to him though he intended to rely upon the mortgage also in case he failed to make good title under said deed. This defendant does not know what sum is now due on the original mortgage from Hanly to Cerré but supposes the true sum due is stated in said bill. This defendant has been informed and believes and so charges the fact to be that at the time the said Rufus Easton purchased the said lot of ground from the said Dillon, he took the same with a full knowledge of the incumbrance to Cerré and to Hanly and that the amount of the mortgage to Hanly was

deducted from the sum to be given by said Easton to Dillon.
And this defendant denies all and all manner of fraud and
Combination in the said bill of Complaint alleged with=
out this that there is any other matter or thing in the said
bill contained material to be answered unto, and not here=
in fully answered confessed or avoided, traversed or denied
is true and this he is ready to verify, wherefore he prays
judgment and that he may be hence dismissed with his
reasonable costs in this behalf most mendatoirely sus=
tained. — Barton & Bates Solicitors.

County of St. Louis ss. John Mullanphy defendant in the
foregoing answer makes oath that the matters therein Co=
tained as stated on his own knowledge are true and
those stated on the information of others he believes to be
true. — John Mullanphy —
Sworn to & Subscribed June 4th 1823. A. Gamble Clerk. —

Exhibit 1.

Exhibit 1.

Transcript Fletcher vs Easton

State of Missouri }
County of St Louis } Be it remembered that heretofore to wit on the
second day of March in the year of our Lord one thousand eight
hundred and twenty Thomas Fletcher by Hempstead his attorney
filed in the office of the Circuit Court for the County of St Louis
his declaration against Rufus Easton of a plea that he render
unto him the said Thomas Fletcher the sum of three hundred
and ninety dollars lawful money of the United States which he
justly owes to and unjustly detains from him, which declara=
tion is in the words and figures following, to wit:

Territory of Missouri }
County of St Louis } ss: In the Circuit Court of the Term of April 1820.

Thomas Fletcher complains by Hempstead his attorney of
Rufus Easton in a plea that he render unto him said Thomas
Fletcher the sum of three hundred and ninety dollars lawful
money of the United States which he justly owes to and un=
justly detains from him. For that whereas the said Rufus
Easton heretofore to wit on the Fourth day of November in
the year one thousand eight hundred and eighteen at St Louis

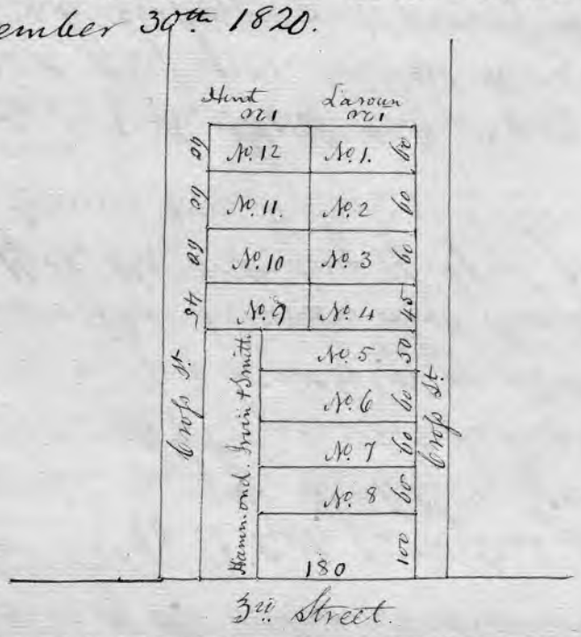
(46) in the County aforesaid by his certain writting obligatory sealed with his seal and now here shewn to said Court the date whereof is the day and year aforesaid acknowledged himself to be indebted to the said Thomas Hetcher or assigns in the said sum of three hundred and ninety dollars, above demanded, to be paid to the said Thomas Hetcher twelve months after the date thereof. Yet the said Rufus Easton although often requested so to do, hath not as yet paid the said sum of three hundred and ninety dollars above demanded, or any part thereof to said plaintiff, but to pay the same or any part thereof to the said plaintiff he the said Rufus Easton hath hitherto wholly refused, and still refuses so to do to the damage of said plaintiff one hundred dollars & therefore he brings Suit &c. Stempstead for plff.
On which said declaration was endorsed the nature of the action in words following, to wit, this is an action of debt founded on a writing obligatory, and afterwards to wit on the day of filing said declaration, our said Clerk endorsed thereon a writ of Capias, which said writ is the following words, to wit, Territory of Missouri County of St Louis ss: The United States of America to the Sheriff of said County, Greeting, We command you to take Rufus Easton if he be found in your County and him safely keep so that you may have his body before the Juoge of our Circuit Court at the next Term thereof to be held at the Town of St Louis within and for the County of St Louis on the first Monday in April next then and there to answer unto Thomas Hetcher of a plea of that he render unto the said Thomas Hetcher the sum of three hundred and ninety dollars lawful money of the United States, which he justly owes to and unjustly detains from him to the damage of the said plaintiff one hundred dollars, and have you then there this writ. L.S. Witness Archibald Gamble Clerk of our said Court at office this second

day of March eighteen hundred and twenty and of our Independence the forty fourth. Archibald Gamble Clerk.—
And on the day of issuing said writ our said Clerk endorsed thereon an order for bail in the following words to wit, The Sheriff is required to take bail in the sum of six hundred dollars. A. Gamble Clerk. And afterwards on the first Monday of April the said Sheriff returned into our said Court the writ aforesaid with his return thereon endorsed as follows, to wit, Rufus Easton not found in my County 19th March 1820. J. C. McGirk D. Shff. On which said first Monday of April came the defendant by his attorney and filed his plea in the following words to wit, and the said Rufus Easton by Pettibone his attorney comes and defends the wrong & injury when &c, and says that the said plaintiff ought not further to have or maintain his aforesaid action thereof against him because he says that after making of the said writing obligatory in the said declaration mentioned and before the commencement of this suit to wit on the fourth day of November in the year one thousand eight hundred and nineteen at St Louis aforesaid he paid the said sum of money in the said writing obligatory mentioned to the said plaintiff, and this he is ready to verify whereupon he prays judgment &c. Pettibone atty for deft.
To which aforesaid plea the plaintiff by his attorney filed his replication which is in the words following, to wit, Thomas Hetcher vs. Rufus Easton. And the said plaintiff as to the said plea of the said Rufus Easton by him above pleaded saith that he the said plaintiff by reason of any thing by the said defendant in that plea alleged ought to be barred from having and maintaining his aforesaid action thereof against him said defendant because he says that said Rufus Easton did not pay to him said plaintiff the said sum of money in said writing obligatory mentioned in manner and form as the said defendant hath above in his said plea in that behalf alleged and this he said plaintiff prays may be enquired

of by the Country &c. Hampstead P.G. Whereupon this Cause was
(48) Continued until the first Monday of August one thousand eight
hundred and twenty on which said first Monday of August came
the parties aforesaid by their respective attornies aforesaid and
neither of the parties requiring a jury all and singular the prem-
isis are by them submitted to the Court, which being seen and
heared and by the Court here fully understood, the Court do
find that as to the issue within joined between the parties
aforesaid that the said Rufus Easton did not pay to him
said plaintiff the said sum of money in said writing oblig-
atory mentioned in manner and form as the said defendant
hath above in his said plea in that behalf alleged. Therefore
it is considered that the said Thomas Hetcher recover against
the said Rufus Easton the said debt of three hundred and
ninety dollars and also the further sum of nineteen dollars
and twenty four cents for his damages by him sustained
by reason of the detention of said debt together with his
costs and charges by him about his suit in this behalf
expended and that he have thereof execution, upon which
said judgment the Clerk of said Court issued an execution
in the word following to wit. County of St Louis. ss. The State
of Missouri to the Sheriff of the County of St Louis Greeting
whereas Thomas Hetcher at our Circuit Court before our judge
thereof recovered against Rufus Easton the sum of three hun-
dred and ninety dollars for his debt and also the further
sum of nineteen dollars and twenty four cents for his dam-
ages by him sustained by reason of the detention of said
debt, together with his costs and charges by him about
his suit in that behalf expended, which to the said Thom-
as Hetcher were adjudged as appears to us of record. We
are therefore to command you that of the goods and
chattels lands and tenements of the said Rufus Easton in
your bailiwick you cause to be made the aforesaid debt

damages and costs aforesaid. And for want of sufficient goods and chattels lands and tenements whereon to levy and make the same we command you to take the said Rufus Easton if he be found in your bailiwick and him safely keep so that you may have his body before the same judge on the said first Monday of December to satisfy the said Thomas Fletcher of the aforesaid debt damages and costs and that you certify to our said judge how you execute this writ, and have you then there this writ. Wm. S. Bibb Archibald Gamble Clerk of our said Court at St Louis this twenty third day of October in the year of our Lord one thousand eight hundred and twenty. Archibald Gamble Clerk. On the return day of said execution the Sheriff returned the same with the following advertisement in the words following, to wit, Sheriff's sale. By virtue of three writs of execution to me directed from the Circuit Court of the County, returnable to the December Term of said Court 1820 one in favor of William A. Pococke, one in favor of Thomas Fletcher, and one in favor of Charles W. Hunter all against Rufus Easton, I have levied upon one town lot & house in the Town of St Louis on Main Street called the Dillon house, containing about thirty five feet in front bounded Northwardly by a lot formerly owned by Thomas Hanly on the East by the river Mississippi on the South by a Cross Street which separates the same from a lot of Pierre Chouteau with all the buildings thereon, also one other lot of ground and buildings lying in the Town of St Louis on Third Street containing about one hundred and eighty feet fronting on said Third Street by one hundred deep on a Cross Street, which seperates the same from a lot of Robert Simpson, on which said Easton now lives, bounded on the South by a lot of Col. Sam[l] Hammond, and also the ballance of the block or square on which said Easton now lives lying West of and adjoining the last described lot, to be divided into lots of thirty feet fronting on a Cross Street by about one hundred and eighty

(30) or eighty five feet deep, running from said cross street to the lots of James Irvin and Blair C. Smith, and also the lot on which his barn stands bounded on the East by the last described parcel of ground, on the North by a cross street, which seperates the same from the lot of Moses Scott, on the West by the lots of Madame Larue and Wilson P. Hunt on the South by a cross street which seperates the same from a lot of Prior Quarles, to be laid off and sold in lots of sixty feet fronting on East cross street to the North and South running half depth of the whole lot, a plat of the divisions will be shown on the day of sale, the right, title, interest and claim of said Easton in and to said several lots of ground &c, I will sell at the Court House door in the town of St. Louis on Friday the twenty second day of December next between the hours of nine O'clock A.M. and four O'clock P.M. of said day to satisfy said executions & costs. Joseph C. Brown Shff by H. McGirk D.Shff a copy of the advertisement. H. McGirk D.Shff.
St. Louis November 30th 1820.



a copy of the plat of divisions which were exhibited on the day of sale. H. McGirk D.Shff. The above lots were sold by nos commencing with No 1. and all were bid off but none have been paid for except those hereafter named and those not paid for could not be sold over again at the request of the purchasers because Court adjourned unexpectedly in consequence of the indisposition of the Judge thereof and no demand could be made

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in time. Isaac Newton Piggot bought lots No. 10 at $ 35
Mrs F. Collard " No. 11 " 46.
Piggot " No. 12. 61
Bernard Pratte bought lots No. 8 & 9 at 1.45
3.07
G. C. Sibley bought lots Nos 1 at .80
do " " 2 at 1.05
all paid $ 4.92

Received only the sum of four hundred and ninety two dollars on all the sales of the within described lots. H. McGirk D. Off.

State of Missouri }
County of St. Louis } ss: I Archibald Gamble Clerk of the Circuit Court within and for the County of St. Louis, do hereby certify the foregoing is a correct transcript of the record and proceedings as on file in my office in the case of Thomas Fletcher against Rufus Easton. L. S. Given under my hand and seal of office the 13th day of April one thousand eight hundred and twenty one. Archibald Gamble Clerk.

Exhibit 2. Pococke vs. Easton.

State of Missouri }
County of St. Louis } ss: Be it remembered that heretofore, to wit, on the fifteenth day of March in the year of our Lord one thousand eight hundred and twenty William A. Pococke by Hempstead his attorney filed in the office of the Clerk of the Circuit Court of the County of St. Louis his declaration against Rufus Easton of a plea of trespass on the case, which said declaration is in the words and figures following to wit, Territory of Missouri, County of St. Louis. In the Circuit Court of the Term of April 1820 William A. Pococke by Hempstead his attorney complains of Rufus Easton of a plea of trespass on the case for that whereas the said Rufus Easton heretofore to wit on the fifth day of February in the year one thousand eight hundred and twenty to wit in St. Louis in the County aforesaid made his certain promissory note in writing bearing date the day and year aforesaid and thereby then and there promised to pay thirty days after the date thereof to the said William A. Pococke or order the sum of one hundred and one dollars and ninety five cents for value received yet the said defendant although

(52) often requested hath not as yet paid the said sum of money or any part thereof to the said plaintiff but to pay the same he the said defendant hath hitherto wholly neglected and refused and still refuses to the damage of the said plaintiff two hundred dollars and therefore he brings suit &c by Chs S. Hempstead his atty- upon which said declaration was endorsed the nature of the action in the words following, to wit, "This is an action of trespass on the case founded on a promissory note" and afterwards to wit on the day of filing said declaration our said Clerk endorsed thereon a writ of summons which said writ is in the words and figures following to wit Territory of Missouri County of St Louis. The United States of America to the Sheriff of St Louis County Greeting We command you to summon Rufus Easton that he be and appear before the Judge of our Circuit Court at the next Term thereof to be held at the Town of St Louis within and for the County of Saint Louis on the first Monday in April next then and there to answer unto William H. Babcocke of a plea of trespass on the case to the damage of the said plaintiff two hundred dollars and have you then there this writ. &c. Witness Archibald Gamble Clerk of our said Court at office this fifteenth day of March eighteen hundred and twenty and of our Independence the forty fourth. Archibald Gamble, Clerk. And afterwards to wit on the return day of said writ the Sheriff to whom the same was directed returned said writ into Court with his return thereon in the words following, to wit, Executed this writ on the 16th March 1820 by leaving a copy thereof at the residence of the defendant with his daughter Mrs Sibley in the town of St Louis. Jos. C. Brown Shff. On which said first Monday of April comes the said defendant by his attorney and files his plea in the words and figures following to wit, and the said Rufus Easton the defendant above named by Pettibone his attorney comes and defends the wrong and injury when &c and says that he did not assume and promise in manner & form as the said plaintiff hath above thereof complained against him & of this he puts himself

53. upon the Country &c R. Pettibone atty for deft. And the said plaintiff doth the like &c Hempstead for Deff. whereupon this cause was continued until the first Monday in August one thousand eight hundred and twenty, on which said first Monday in August come the parties aforesaid by their respective attornies aforesaid and neither of the parties requiring a jury all and singular the premises are by them submitted to the Court, which being seen and heard and by the Court here fully understood, the Court do find as to the issue within joined between the parties aforesaid that the said defendant did assume and promise in manner and form as the said plaintiff hath above thereof complained against him and they assess the damages of the said plaintiff by him sustained by reason of the non-performance of the promises and undertakings in the declaration mentioned to the sum of one hundred and four dollars and ninety three and a half cents. Therefore it is considered that the said William A. Pococke recover against the said Rufus Easton his damages aforesaid in form aforesaid by the Court assessed and also his costs and charges by him about his suit in this behalf expended and that he have thereof execution. Upon which aforesaid judgment the Clerk aforesaid issued an execution in the words following to wit County of St Louis ss. The State of Missouri to the Sheriff of the County of St Louis, Greeting. whereas William A. Pococke at our Circuit Court before our judge thereof recovered against Rufus Easton the sum of one hundred and four dollars and ninety three cents and a half for his damages by him sustained by reason of the non-performance of certain promises and undertakings in the declaration mentioned and also his costs and charges by him about his suit in that behalf expended, which to the said William A. Pococke were adjudged as appears to us of record. These are therefore to command you that of the goods and chattels, lands and tenements

of the said Rufus Easton in your bailiwick you cause to be made the aforesaid damages and costs and that you have the same before the judge of our said Court on the first Monday of December next to render to the said Wm. H. Pococke the damages and costs aforesaid. And for want of sufficient goods and chattels, lands and tenements whereon to levy and make the same, we command you to take the said Rufus Easton if he be found in your bailiwick and him safely keep, so that you may have his body before the same judge on the said first Monday of December ~~next~~ to satisfy the said William H. Pococke of the aforesaid damages and costs. And that you certify to our said judge how you execute this writ. And have you then there this writ. (Seal) Witness Archibald Gamble Clerk of our said Court at St. Louis this seventeenth day of October in the year of our Lord one thousand eight hundred and twenty. Archibald Gamble Clerk. And afterwards to wit on the return day of the aforesaid execution the Sheriff returned the same into Court with the following advertisement, to wit, Sheriff's Sale by virtue of three writs of execution to me directed from the Circuit Court of the County of St. Louis returnable to the December Term of said Court 1820 one in favor of William H. Pococke and in favor of Thomas Fletcher and one in favor of Charles W. Hunter all against Rufus Easton, I have levied upon one Town lot & house in the town of St. Louis on Main Street (called the Dillon) containing about thirty five feet in front bounded Northwardly by a lot formerly owned by Thomas Hanly, on the East by the River Mississippi, on the South by a cross Street which separates the same from a lot of Robert Simpson, on which said Easton now lives, bounded on the South by a lot of Col. Saml. Hammond, and also the ballance of the block or square on which said Easton now lives lying West of and adjoining the last described lot to be divided into lots of sixty feet fronting on a cross Street by about one hundred and eighty or eighty five feet deep runing from said cross Street to the lots of James Irwin and Oliver C. Smith, and also the lot on

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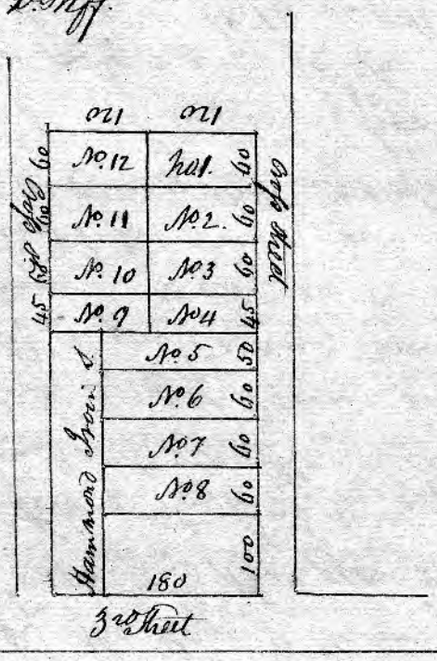
^ Peire Chouteau and all the buildings thereon also one other lots of ground and buildings lying in the town of St. Louis on third street containing about one hundred and feet deep on a cross street which separates the same from a lot of

which his barn stands bounded on the East by the last described parcel of ground, on the North by a cross Street which seperates the same from a lot of Moses Scott, on the West by the lots of Madame Sarpe and Wilson P. Hunt on the South by a Cross Street which seperates it from the lot of Prior Quarles to be laid off and sold in lots of Sixty feet fronting on each cross Street to the North and South running half depth of the whole lot a plat of the said divisions will be shewn on the day of Sale. The right, title, interest and claim of the said Easton in and to the said several lots of ground &c I will sell at the Court House door in the Town of St. Louis on Friday the twenty second day of December next between the hours of nine O'clock A.M. and four O'clock P.M. of said day to satisfy said executions and costs. Joseph C. Brown Shff by Isaac C. McGirk D. Shff.



a Copy of the Platt of division of the within described lots which was exhibited on the day of the Sale thereof. I.C. McGirk D Shff.
The above platted lots were sold by numbers commencing with No 1. all were bid off and paid for excepting the lot of 180 feet by 100 feet fronting on Bird Street & numbers 2. 3. 4. 5. 6. 49 and also the lot and House on Main Street (called the Dillon house & lot) the first was bid off by Robert Simpson and not paid for & the latter by John Mullanphy & not paid for - nor could be demanded and sold over at their request untill Court

(56) unexpectedly adjourned. The lots which were sold and paid for were Nos 1 & 2. & 9. 10. 11 & 12. the proceeds of which amounted to four hundred and ninety two dollars of which sum I have appropriated four hundred and forty nine dollars and two cents to the payment of the execution in favor of Thomas Fletcher leaving a ballance of forty two dollars and ninety eight cents to be applied to the payment of the execution in favor of Pococke. H. McGirk D. Sff.

State of Missouri }
County of St Louis } ss. I Archibald Gamble Clerk of the Circuit Court within and for the County of St Louis do hereby certify that the foregoing is a true transcript of the record and proceeding as on file in my office in the case of William A. Pococke against Rufus Easton. L. S. Given under my hand and seal of office this 13th day of April eighteen hundred and twenty one. Archibald Gamble, Clerk.

Exhibit 3 Hunter vs. Easton —

Exhibit 3.

State of Missouri }
County of St Louis } Be it remembered that heretofore, to wit, on the seventeenth day of February in the year of our Lord one thousand eight hundred and twenty, Charles W. Hunter by Benton & Tains, his attorneys, filed in the office of the Clerk of the Circuit Court for the County of St Louis his declaration against Rufus Easton, of a plea of Trespass on the case, which declaration is in the words and figures following, to wit, In the Circuit Court April Term 1820 County of St Louis ss. Charles W. Hunter, by his ~~plea~~ attorney, complains of Rufus Easton of a plea of Trespass on the case for that whereas, heretofore, to wit, on the first day of June in the year of our Lord one thousand eight hundred and nineteen To wit at St Louis in the County aforesaid and within the jurisdiction of this Court the said Rufus ~~Easton~~ made his certain note in writing commonly called a promissory note signed and subscribed with his own proper hand and now here in Court ready to be shown the date whereof is the same day and year aforesaid, and thereby then and there promised to pay six months after the said date of said note to the order of the said plaintiff (by the name & des-

57 cription of Chas W. Hunter) Sixteen hundred and ninety seven dollars and forty one cents, without defaleation or discount for value received. By means whereof the said Rufus then and there became liable to pay to the said plaintiff or to his order the said sum of money in the said promissory note specified, according to the tenor and effect of the said note. and being so liable he the said Rufus in consideration thereof afterwards to wit on the same year and day aforesaid to wit at St Louis aforesaid undertook and then and there faithfully promised the said plaintiff to pay him the said sum of money in the said note specified, according to the tenor & effect of said note Nevertheless the said defendant although often requested so to do, hath not yet paid to the said plaintiff or to his order the said sum of money in the said note specified or any part thereof, but the same to pay the said defendant hath hitherto wholly refused and still doth refuse to the damage of the said plaintiff of two thousand dollars & therefore he brings suit &c. Benton & Janis atts pq. I do hereby acknowledge myself held and firmly bound unto Rufus Easton the above named defendant and to the several officers of the Circuit Court in the County of St Louis in the sum of one hundred dollars, lawful money of the United States to be paid on condition that the plaintiff in the above suit shall fail to prosecute his said action with effect, or being adjudged to pay the costs thereof and failing so to do, I do not well and truly satisfy and pay them for him. Witness my hand and seal at St Louis this thirty first day of January eighteen hundred and twenty. Thomas H. Benton Clerk On which said declaration was endorsed the nature of the action in the words following to wit, "This is an action of Trespass on the case in Assumpsit on a promissory note" and afterwards to wit on the day of filing the said declaration our said Clerk endorsed thereon a Summons in the words following to wit, Territory of Missouri County of St Louis ss. The United States of America to the Sheriff of St Louis County Greeting We Command you to Summon Rufus Easton that he be

(58) and appear before the Judge of our Circuit Court at the next Term thereof to be held at the Town of St Louis within and for the County of St Louis on the first Monday in April next, then and there to answer unto Charles W. Hunter of a plea of trespass on the case to the damage of the plaintiff of two thousand dollars and have you then there this writ. L. S. Witness Archibald Gamble Clerk of our said Court at office this seventeenth day of February in the year eighteen hundred and twenty and of our Independence the forty fourth. Archibald Gamble Clk by John C. Long D Clk.

And afterwards to wit, on the return day of said writ the Sheriff to whom the same was directed, returned said writ into Court with his endorsement thereon endorsed as follows, to wit, Executed this writ on the fifteenth March 1820 by leaving a copy of it at the residence of the defendant in the Town of St Louis with his daughter Mrs Sibley. Jos C. Brown Shff. On which said first Monday of April comes the said defendant by his attorney and filed his plea in the words and figures following to wit "And the said Rufus Easton by Pettibone his attorney comes and defends the wrong and injury when &c and says that he did not undertake and promise in manner and form as the said plaintiff hath above thereof complained against him and of this he puts himself upon the Country &c R. Pettibone atty for defendant. And the said plaintiff doth the like &c. Whereupon this cause was continued untill the first Monday of August eighteen hundred and twenty. And on the said first Monday of August comes the defendant by his attorney and files his plea in the words and figures following to wit. St Louis Circuit Court. Rufus Easton ads Charles W. Hunter. And now at this day that is to say on the first Monday of August in the same Term of August one thousand eight hundred and twenty until which day the plea aforesaid

59. was last continued comes the said Rufus Easton by Pettibone his attorney aforesaid and the said Charles W. Hunter by his attorney aforesaid and the said Rufus Easton saith that the said Charles ought not further to have and maintain his aforesaid action thereof against him because he says that contemyance of this cause that is to say after the last after the last Term of this Court from which time the cause was last continued and before this day to wit on the twelfth day of June in the year last aforesaid at St Louis in the County of St Louis and within the jurisdiction of this Court he the said Rufus Easton was Summoned by the Sheriff of St Louis County as a garnishee on a writ of attachment issued out of this Honorable Court and returnable at this present Term in favor of Benjamin Sharpnack, Andrew Curcier and Saturnine Derbouit merchants trading under the firm of Sharpnack Derbouit & Co against the said Charles W. Hunter, upon which said attachment the demand for which this suit of Charles W. Hunter against Rufus was brought, was attached in the hands of the said Easton and which said suit against the said Hunter is still pending in this Court and this he is ready to verify. wherefore he prays judgment of the said Court in this suit &c. and whether the Court will further proceed thereon. R. Pettibone atty for deft. St Louis County ss: Rufus Easton the above named defendant being duly sworn says that the facts stated in the foregoing plea are true. Rufus Easton. Sworn to before me this 9th of August 1820. John C. Long Clerk. To which aforesaid plea of the said defendant the plaintiff by his attornies filed their replication to the aforesaid plea of the said defendant in the words following to wit Charles W. Hunter vs Rufus Easton. In the Circuit Court August Term 1820. And the said Charles W. Hunter says that the said plea and the matters therein contained in manner and form as the same are above pleaded & set forth are not sufficient in law to quash the said writ & stay further proceedings

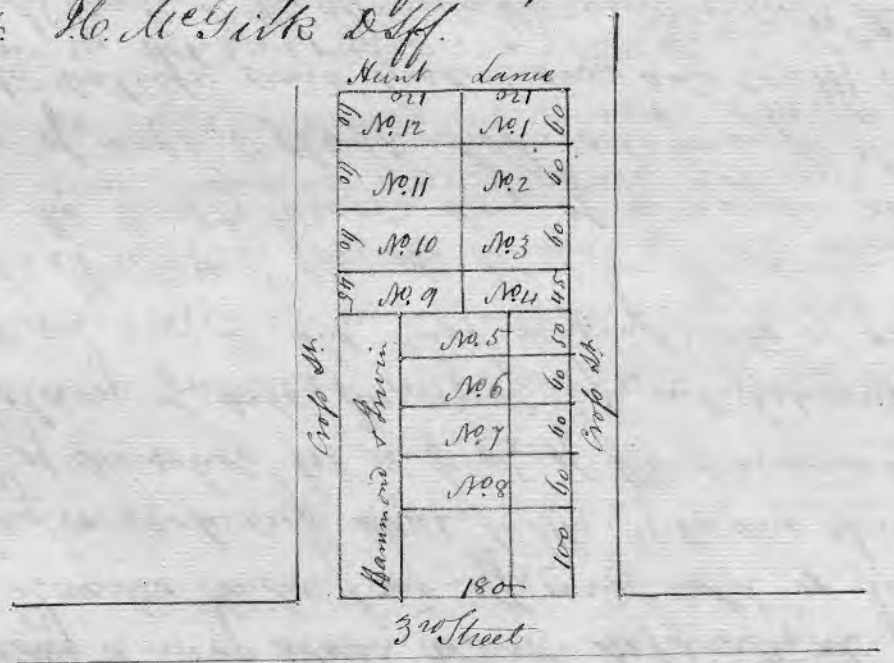
11.

(60) thereon, and that he the said plaintiff is not bound by the law of the land to answer the same, and this he is ready to verify; wherefore for want of a sufficient plea in this behalf the said plaintiff prays judgment &c. Benton & Farris Attys for pltff. Joinder in Demurrer. Pettibone Attys for deft. And afterwards to wit ~~on~~ the fifteenth day of September being the August Term of said Court in the year of our Lord one thousand eight hundred and twenty came the parties aforesaid by their respective attornies aforesaid and neither of the parties requiring a jury all and singular the premises whereof the parties have put themselves upon the Country are by them submitted to the Court, which being seen and heard and by the Court here fully understood the Court do find that the said Rufus Easton did undertake and promise in manner and form as the said plaintiff hath above thereof declared against him and as to the premises whereof the parties have put themselves upon the judgment of the Court, they being seen and heard and by the Court here fully understood and maturely deliberation being thereupon had, for that it appears to the Court, that the said plea and the matters therein contained in manner and form as the same are above pleaded and set forth are not sufficient in law to quash the said writ and stay further proceedings thereon, and that he the said plaintiff is not bound by the law of the land to answer the same and they assess the damages of the said plaintiff by him sustained by reason of the non-performance of the promises and undertakings in the declaration mentioned to the sum of seventeen hundred and seventy eight dollars and three cents therefore it is considered ~~by the Court~~ that the said Charles W. Hunter recover against the said Rufus Easton his damages aforesaid in form aforesaid by the Court assessed and also his costs and charges by him about his suit in this behalf expended and that he have thereof execution. Upon which aforesaid judgment the Clerk aforesaid issued an execution in the words following To wit. County of St Louis

61. SS. The State of Missouri to the Sheriff of the County of St Louis Greeting. Whereas Charles W. Hunter at our Circuit Court before our Judge thereof recovered against Rufus Easton the sum of Seventeen hundred and seventy eight dollars and three cents for his damages by him sustained by reason of the non-performance of the promises and undertakings in his declaration mentioned and also his costs and charges by him about his suit in that behalf expended. Which to the said Charles W. Hunter were adjudged as appears to us of record. These are therefore to command you that of the goods and chattels, lands and tenements of the said Rufus Easton in your bailiwick you cause to be made the aforesaid damages and costs, and that you have the same before the judge of our said Court on the first Monday of December next, to render to the said Charles W. Hunter the damages and costs aforesaid. And for want of sufficient goods and chattels lands and tenements whereon to levy and make the same, we command you to take the said Rufus Easton if he be found in your bailiwick, and him safely keep so that you may have his body before the same judge on the said first Monday of December, to satisfy the said Charles W. Hunter of the aforesaid damages and costs & that you certify to our said Judge how execute this: and have you then there this writ (Seal) Witness Archibald Gamble Clerk of our said Court at St Louis this fourteenth day of October in the year of our Lord one thousand eight hundred and twenty. Archibald Gamble Clerk. And afterwards to wit on the return day of said execution the Sheriff returned the same into Court with the following advertisement to wit Sheriffs Sale by virtue of three writs of execution to me directed from the Circuit Court of the County of St Louis returnable to the December Term of said Court 1820 one in favor of Wm H. Pocock one in favor of Thomas Hetcher and one in favor of Charles W. Hunter all against Rufus Easton I have levied upon one lot and house in the town of St Louis on Main Street (Called the Dillon House,) containing about thirty five feet in

(62) front bounded Northwardly by a lot formerly owned by Thomas Hanly on the East by the River Mississippi, on the South by a Crop Street which seperates the same from a lot of Pierre Chouteau with the buildings thereon, also one other lot of ground and buildings lying in the Town of St. Louis or Third Street containing about one hundred and eighty feet fronting on said Third Street by one hundred feet deep on a Crop Street which seperates the same from a lot of Robert Simpson on which said Easton now lives, bounded on the South by a lot Col. Saml. Hammond, and also the balance of the block or square on which said Easton now lives lying West of and adjoining the last described lot to be divided into lots of Sixty feet fronting on a Crop Street by about one hundred and eighty or eighty five feet deep, running from said Crop Street to the lots of James Irwin and Oliver C. Smith, and also the lot on which his barn stands, bounded on the East by the last described lot of ground, on the North by a Crop Street which seperates the same from a lot of Moses Scott on the West by the lots of Madam Lami and Wilson P. Hunt on the South by a Crop Street which seperates it from the lot of Prior Quarles to be laid off and sold in lots of Sixty feet fronting on each Crop Street to the North and South running half depth of the whole lot a plat of the divisions will be thereon on the day of sale. The right, title, interest and claim of said Easton in and to the said several lots of ground &c I will sell at the Court House door in the Town of St. Louis on Friday the twenty second day of December next, between the hours of nine O'clock A.M. and four O'clock P.M. of said day to satisfy said executions and costs Jos. C. Brown Sheff. By H. McGirk D.Sheff. St. Louis November 30th 1820. A copy of the advertisement. H. McGirk D.Sheff. Lots Nos 1. 2. 7. 8. 10. 11. 12 were sold & paid for & produced the sum of four hundred and ninety two dollars - which was appropriated to payment of the two named executions in favor of Fletcher & Pacocke

and all the ballance of the lots named and described in this advertisement were bid off but not paid for & Court adjourning before a Deed was made & they could be sold at the risque of the purchasers who all made default. H. McGirk D.Sff.



A true copy of the platt of division exhibited on the day of sale of the within described lots &c. H. McGirk D.Sff.—

State of Missouri } ss.
County of St Louis } I, Archibald Gamble, Clerk of the Circuit Court within and for the County of St Louis do hereby certify that the foregoing is a true transcript of the record and proceedings as on file in my office in the case of Charles W. Hunter — against Rufus Easton. L.S. Given under my hand and seal of office this 13th day of April eighteen hundred and ~~thirty~~ twenty one
Archibald Gamble Clerk.

Exhibit No 4.

Exhibit No 4. Deed from Sheriff to Mullanphy.

To all to whom these presents shall come I Joseph C Brown Sheriff of the County of Saint Louis in the State of Missouri send greeting, Whereas certain writs of execution issued from the Clerks office of the Circuit Court within and for the County of Saint Louis, returnable to the December Term of said Court in the year of our Lord ~~one thousand~~ eight hundred and twenty, to wit, one in favor of Thomas Fletcher, one in favor of William A. Pocock, and one in favor of Charles W. Hunter all against Rufus Easton and the said executions being directed to the Sheriff of the County of Saint Louis and to me the Sheriff delivered, a copy of each of which ~

(04) said executions is hereunto annexed and makes a part and parcel of this deed, by virtue of which said executions, I, the said Sheriff, on the thirtieth day of November in the year of our Lord eighteen hundred and twenty, did levy and seize all the right, title, claim, interest and property of the said Rufus Easton in and to one town lot and house, situate in the town of St. Louis, containing about thirty five feet fronting on Main Street by seventy five feet in depth, bounded in front or Westwardly by the Main Street of St. Louis, Northwardly by a lot lately owned by Thomas Hanly, on the Eastward by the ballance of the whole lot which is mentioned in the advertisement of the sale thereof, but which was divided off and is yet the property of Rufus Easton, and bounded on the North ~~South~~ by a cross Street which seperates it from a lot of Pierre Chouteau, with all the buildings, appendages and appurtenances thereunto belonging being advertised agreeably to law as will appear from a copy of the advertisement hereunto annexed, hereunto annexed, and which also makes a part and parcel of this deed, by virtue of which said executions and advertisement, I did on the twenty second day of December in the year of our Lord eighteen hundred and twenty agreeably to the advertisement thereof at the Court House door, during the sitting of the said Court, expose to public sale for ready cash, all the right title, claim, interest and property of the said Rufus Easton thereto and John Mullanphy being the highest and last bidder for the same at the sum of one thousand five hundred and twenty dollars. Now therefore know Ye that I Joseph C. Brown, Sheriff as aforesaid, for and in consideration of the sum of one thousand five hundred and twenty dollars to me in hand paid by the said John Mullanphy, the receipt whereof I do hereby acknowledge and by virtue of the authority in me vested by law, I do hereby transfer and assign to him the

65. said John Mullanphy all the right, title, claim, interest and property of him the said Rufus Easton in and to the aforesaid town lot, containing thirty five feet in front by seventy five feet deep - that I might sell agreeably to law as sheriff aforesaid by virtue of the aforesaid executions and advertisement, to have and to hold the said town lot aforesaid to him the said John Mullanphy and to his heirs and assigns forever. In Witness whereof I Joseph C. Brown Sheriff of the County of St. Louis have hereunto set my hand and seal on this the twenty fourth day of December in the year of our Lord eighteen hundred and twenty and of the Independence of the United States the forty fifth. Joseph C. Brown Seal

(End of Mullanphy's answer and exhibits)

June 7. 1823. And on Friday the Sixth day of June in the year aforesaid year one thousand eight hundred and twenty three, at the last mentioned Term of the aforesaid Court, to wit, at the June Term of said Court, the following proceedings were had in this cause;

Motion to shew cause why injunc. should not be dissolved. "On motion of Mr J. Barton being of counsel for said defendant this day made, it is ordered that the said Complainant do shew cause if any they can on Monday next why the injunction in this case granted should not be dissolved."

Continued. and afterwards at the same Term, to wit, on the twenty seventh day of June of same year, further proceedings were had as follows, to wit: The motion to dissolve injunction Continued under advisement. Leave given to file replication and cause set for hearing at next Term.

17th Sept. 1823. and afterwards, to wit, on the seventeenth day of September one the aforesaid year, eighteen hundred and twenty three, the said Complainants by their Solicitor, filed in the office of the Clerk of the said circuit Court, their replication to the answer of the said defendant, Mullanphy, in the words following, to wit

Replication to Mullanphy's answer. Robert Simpson, Wilson P. Hunt } In Chancery
John Mullanphy and others }

(66) The replication of Robert Simpson and Wilson P. Hunt, Complainants to the answer of John Mullanphy deft. These replicants saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto say, that they will aver and prove the said bill to be true certain and sufficient in the law, to be answered unto, and that the said answer of the said defendant is untrue and insufficient to be replied unto by these replicants, without that, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied is true, all which matters and things these replicants are and will be ready to aver and prove as the Court shall direct, and humbly pray as in and by their said bill they have already prayed. ——— Geyer Solicitor.

October T. 1823. And at the next Term of the said Circuit Court, to wit, at the October Term thereof, begun on the first Monday of October in the year eighteen hundred and twenty three, on Tuesday the fourth day of November, in said year, the following proceedings were had by and before said Court, in this cause, to wit; Now

Order as to Injunction. at this day come again the parties aforesaid by their respective Counsel, and the Court being sufficiently advised do adjudge, order and decree, and it is hereby adjudged ordered and decreed that the injunction granted in this case stand dissolved as to the defendant Simpson and the motion to dissolve overruled as to the defendant Hunt.

20th May 1824. And on the twentieth day of May in the year one thousand eight hundred and twenty four John Mullanphy, one of the above named defendants, filed in the office of the Clerk of the said Circuit his cross bill, as complainant, against the above named Robert Simpson and Wilson P. Hunt, as defendants. which said Cross bill is in the words and figures following, to wit:

Cross Bill of Mullanphy To the Honorable the Circuit Court of the County of St Louis

67. Sitting as a Court of Chancery — John Mullanphy humbly complaining Shews that Robert Simpson & Wilson P. Hunt on the Seventh day of October 1822 exhibited and filed in the office of the Superior Court of Chancery of this State at St Louis, their bill of complaint against your orator and Thomas Hanly, Pascal Cerré, Francis B. Holmes & Andrew Elliott Setting forth & charging that on or about the nineteenth of September 1817 the said Pascal L. Cerré & Therese his wife by deed of that date Sold & conveyed to the said Thomas Hanly a certain lot of ground situate in the Town of St Louis, which the said Cerré inherited from his late mother, and which is particularly described in said bill, that on the same day the said Thomas Hanly and Mary his wife executed to the said Cerré a mortgage deed for the same lot of ground for the consideration of ten dollars, to secure the payment of five original obligations made & given by the said Thomas Hanly to the said ~~Pascal~~ Cerré, when the same should respectively become due viz one for Seven hundred dollars payable on the 20th of September 1818. one for Seven hundred dollars payable on the 20th of September 1819. one for Seven hundred dollars payable on the 20th of September 1820. one for Seven hundred dollars payable on the 20th of September 1821. and one for Seven thousand dollars payable on the 20th of September 1822 all of which dated 19th September 1817. That on or about the 22d day of June 1818 the said Hanly & wife by deed of that date Sold & conveyed to Patrick H. Dillon his heirs and assigns forever, thirty five feet English measure on the Main Street & about one hundred & fifty feet French measure in depth from said Main Street to the River of the South part of said lot of ground for & in consideration of three thousand five hundred dollars That on the same day the said Dillon executed to the said

(58)

Hanly a mortgage deed for the same piece of ground as well for the consideration of one dollar to the said Dillon in hand paid, as the better securing of the payment of the sum of two thousand six hundred and twenty five dollars secured to be paid by the said Dillon to the said Hanly as follows, namely, by one note of hand bearing even date with the said last mentioned deed of mortgage, payable in twelve months from the date thereof for eight hundred and seventy five dollars with interest, & one other note of hand of like date for seventeen hundred & fifty dollars with interest at ten per centum per annum payable annually - That the said Complainants (Simpson & Hunt) had been informed and believed that at the date of the said mortgage deed from Hanly to Dillon the said Dillon had paid to the said Hanly eight hundred and seventy five dollars in part satisfaction of the consideration money for the ground above mentioned as conveyed from Hanly & wife to Dillon and that the mortgage deed aforesaid was to secure the residue - That the said Hanly & wife afterwards on or about the 30th of April 1819 assigned to your orator a certain note of one thousand dollars, dated 22d of June 1818 payable twelve months after date executed by the said Dillon to the said Hanly & in order to secure more effectually to your said Orator the payment of the said note & for the consideration of one dollar did assign to your said orator the indivisible two fifths of their right & interest in the aforesaid mortgage deed executed to the said Hanly by the said Dillon for two thousand six hundred and twenty five dollars - That the said Complainants Simpson & Hunt were informed that about the time of the assignment of said mortgage by Hanly & wife to your orator, said Dillon laid out & expended on the said piece of ground in building a brick house & other improvements thereon about eight thousand five hundred

69 dollars and that afterwards about the 21st of May 1819 the said Dillon & his wife in consideration of twelve thousand dollars by deed of that date did grant bargain & sell to Rufus Easton his heirs & assigns the said piece of ground And that afterwards in the years 1819 & 1820 the said Easton erected in part a stone ware house & made other improvements on the said ground, the original cost whereof amounted as they allege to about the sum of eight thousand five hundred dollars. That at the time of making said improvements by Dillon & Easton the said mortgage from Hanly & wife to Cerré remained unsatisfied & still was (at the exhibition of the said bill) unsatisfied to the amount of about seven thousand seven hundred & fifty four dollars and that the mortgage from Dillon to Hanly remained unsatisfied as aforesaid to the amount of about three thousand four hundred dollars. And that afterwards about the 30th of April 1821 that part of the said lot sold as aforesaid by the said Hanly to the said Dillon was in virtue of a judgment & execution in favor of the said Patrick M. Dillon against the said Easton and also in virtue of two other judgments & executions in favor of said Hunt against said Easton, sold by the Sheriff of St. Louis County to satisfy said executions, and the said Simpson became the purchaser of so much thereof as will make 35 feet fronting West on Main Street by seventy five feet in depth to the East towards the river with the buildings thereon &c. and the said Wilson P. Hunt became the purchaser of the residue thereof. And that afterwards on or about the twenty third day of August, the whole of the right & title of the said Hanly to the lot of ground sold & conveyed to him by the said Cerré & wife as aforesaid was in virtue of three judgments & executions in the Supreme Court of the State for the Third Judicial District, one in favor

(90) of Holmes & Elliott against said Hanly & one Moses Scott one in favor of Robert Blanton & one in favor of James Dews against said Hanly sold by the Sheriff of St Louis County to satisfy the said executions, and the said Thomas B. Holmes & Andrew Elliott became the purchasers thereof and that your Orator had caused a petition to be filed in the Circuit Court of St Louis County in his name praying that the mortgage executed by the said Dillon might be foreclosed, & the mortgaged premises sold for the payment of the several sums of money in the several notes of the said Dillon to the said Hanly specified. And that such proceedings were therein had, that the said Court did decree the said premises to be sold, unless the said Dillon should pay the said sums of money &c. That your Orator did cause an action of trespass & ejectment to be brought against one George H. Robb the tenant in possession of part of the premises to recover possession thereof.

That the mortgage in the deed from Hanly & wife to Curé or the greater part thereof still remains unpaid, that the said Hanly is insolvent, and offering to pay your Orator the amount of Dillon's notes & mortgage as soon as he should pay to Curé the amount due on Hanley's mortgage, (+) changing that the said mortgage of Hanly & wife to Curé was in full force & unsatisfied, & that at the time of the execution of the aforesaid mortgage by Dillon, Hanly had only an equity of redemption in the premises.

Your Orator, John Mullanphy, further states that according to the prayer of said bill a writ of injunction was awarded and issued to restrain the sale of the mortgaged premises under the decree in favor of your orator against the said Dillon, and further proceedings in the action of ejectment brought by your orator against the said Robb as aforesaid.

That afterwards (the Court of Chancery being abolished

11. and this cause together with others then pending, being transferred by law to the Circuit Court of St Louis County,) on the fourth day of June 1823 Your Orator filed his answer to the said bill & distinctly admitting all the writings deeds and records in the said bill set forth, & alleging that by virtue of three executions issued on judgments rendered by the Circuit Court of St Louis County, one in favor of Thomas Fletcher, one in favor of Wm H. Pocock & one in favor of Charles D. Hunter, the Sheriff of the County of St Louis on the twenty second day of December 1820, sold & conveyed to your Orator all the right, title, interest & claim of the said Easton in & to the said premises by a deed in due form of law executed; and admitting that afterwards the said Simpson & Hunt became the purchasers thereof as is above recited from their said bill, & alleging that the aforesaid execution in favor of the said Dillon against the said Easton was satisfied & paid by the sale of other property of the said Easton. That the money paid by your Orator on his aforesaid purchase of the premises was by order of this honorable Court paid to the said Hunt, he being the proprietor of the oldest judgments affecting the said ground & executions on his said judgments being then in the hands of the Sheriff; That afterwards other executions were issued on the judgments of the said Hunt & levied upon the same ground and at the sale made by the Sheriff thereof the said Simpson & Hunt became the purchasers having a full knowledge of the aforesaid facts. And your Orator further states that afterwards such proceedings were had in the said cause that at the October Term of the Court 1823 the said injunction was dissolved as far as regards the said Simpson and the cause now stands for hearing in this Honorable Court.

Your Orator further states that in and by his said

answer he admitted that the said Hanly & wife did assign to
(72) him the aforesaid note of said Dillon & to secure the payment
of the same did also assign to him the undivided two fifths
of the said Dillon's mortgage and charged that afterwards to
wit on the 6th day of April 1820 the said Hanly & wife by
their deed of assignment assigned to your Orator his heirs
& assigns the said deed of mortgage from Dillon to Hanly
and also two other notes to secure the payment of which the
said mortgage was given. And your orator further states
that the purchase money by him paid for the said lot of
ground at the sale thereof under & by virtue of the said
executions in favor of the said Fletcher Pocock & Hunter
was by the command of this Court paid by the Sheriff to
the said Wilson P. Hunt in part payment & satisfaction
of his aforesaid judgments against the said Easton, which
said judgments were older than those by virtue of which
the said executions in favor of Fletcher, Pocock & Hunter
were issued. And that afterwards other executions were issued
on said judgments in favor of Hunt and the same lot of
ground levied upon & offered for sale by the Sheriff in virtue
thereof and the said Simpson became the purchaser of so
much thereof as would make thirty five feet fronting
West on Main Street by seventy five feet in depth to
the East, towards the river, and the said Hunt became
the purchaser of the residue thereof, both the said Simp=
son & Hunt having full knowledge of the aforesaid facts.

And your Orator further charges that he believes
and so charges the fact to be, that the part of the said
lot of ground purchased by the said Simpson at Sheriff's
sale as aforesaid, was purchased by him with a privy
understanding and in secret trust for the use and interest
of some person or persons to your orator unknown, and that
the said Simpson in truth & reality had no actual sub=
sisting interest in the same. And he further states that the
part of the said lot of ground purchased by the said Wilson

13. P. Hunt aforesaid at Sheriff's Sale, was purchased by him with a full Knowledge that your Orator had already purchased the same at Sheriff's Sale under & by virtue of other judgments, and that the purchase money to wit fifteen hundred & twenty dollars had been paid to and applied in part extinguishment of the debt due from the said Easton to the said Hunt, under & by virtue of the said judgments, and that the same was purchased & attempted to be held by the said Hunt with a privy understanding & in secret trust for the use & interest of some person or persons to your Orator unknown. And your Orator further States that since the filing of the aforesaid answer he has been informed by the said Simpson and therefore does believe, and expressly charges the fact to be that the aforesaid judgments of the said Hunt against the said Easton have been paid off and satisfied.

In tender consideration whereof, and in order that this Honorable Court may be enabled fully to see & perfectly to understand the matters in difference between your Orator & the said Simpson and Hunt, and satisfactorily to render a just judgment in the premises, your Orator further prays that the said Simpson & Hunt may be made defendant to this his cross bill and they may be compelled upon their several corporal oaths, to make full true & perfect answers to all and singular the charges and allegations in this bill contained as fully and particularly as if the same were herein again repeated and they thereunto specially interrogated & particularly that they be compelled severally to answer the following questions.

1. Was not the execution above mentioned in favor of Patrick M. Dillon against Rufus Easton satisfied by the sale of property of the said Easton other than the lot of ground aforesaid, purchased by said Easton from said Dillon?
2. Did not the said John Mullanphy purchase as the

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(74) property of Rufus Easton, the said lot of ground which Easton bought of Dillon & Dillon of Manly, under & by virtue of three executions in favor of Fletcher, Pocock & Hunter and was not the purchase money paid to the said Wilson P. Hunt by order of the Circuit Court of St Louis County, in part payment of two judgments held by him against the said Easton?

3. Did not the said Simpson or Hunt afterwards purchase the whole or part of the said lot of ground under subsequent executions issued on the said judgments of said Hunt, & if so, what part, & how much did each of them purchase?

4. Had not both of them full knowledge that the said lot had previously been bought by your Orator & the purchase money paid to the said Hunt by order of the Circuit Court?

5. Was not the said ground purchased by the said Simpson and Hunt with a privy understanding & in secret trust for the use & interest of some other person or persons & if so with whom was such understanding had, and for whose use and interest does such secret trust exist?

6. Did not the said Robert Simpson inform the said John Mullanphy that the aforesaid judgments of the said Hunt against the said Easton were paid off and satisfied & if so when was the information given?

7. Are not the said Simpson and Hunt now claiming and attempting to hold the said lot of ground without any intention or expectation of ever holding the same for their own private use and benefit?

8. Are not the said judgments paid off and satisfied, & if so, when were they paid off & satisfied?

9. Has not the said Rufus Easton secured the amount of his (the said Hunts') said judgment by a conveyance of or lien upon property other than the lot aforesaid, and if so what property, & when was such conveyance made or lien given?

75. And your Orator humbly prays that a writ of subpoena may issue requiring the said Robert Simpson and Wilson P. Hunt to appear at the next Term of this Court and answer this the cross bill of Complaint of your Orator as aforesaid, and your Orator humbly prays that your honor will be pleased to give him such remedy in the premises and to render such order and decree as may be consonant to equity & good conscience. And your Orator will ever pray &c. — Bates & Strother Solicitors. —

And this cause was continued from Term to Term until the March Term of said Circuit Court, at which said Term, begun and held at the City of St Louis, within and for the County of St Louis on Monday the twenty eighth day of March in the year one thousand eight hundred and twenty five, to wit, on Wednesday the eighteenth day of May of said year, the following proceedings were had in the same, to wit:

March T. 1825.

Continuance Leave to file Supp. Bills.

Simpson & Hunt vs John Mullanphy } Continued with leave to file supplemental bills.

July T. 1826.

And at the next Term of the said Court, to wit, at the Term begun and held at the City of St Louis within and for the County of St Louis, on Monday the twenty fifth day of July in the year eighteen hundred and twenty five, on Wednesday the twenty first day of September in said year, the following proceedings were had by and before the said Court, sitting as a Court of Chancery.

Continuance & leave to amend.

Robert Simpson & Wilson P. Hunt vs John Mullanphy } On motion leave is given to amend the supplemental bill in this case.

March T. 1826.

And this said cause was continued until the March Term in the year of our Lord one thousand eight hundred and twenty six, at which said Term, begun and held at the City of St Louis within and for the County of St Louis on the fourth Monday of March in the year last aforesaid, on Saturday the twenty

(76) seventh day of May, in said year the following proceedings were had in this cause, to wit:

Leave to file Sup. Bill

Robert Simpson & Wilson P. Hunt
vs.
John Mullanphy

On Motion of Mr. Geyer Solicitor for Complainants it is ordered that the said Complainants have leave to file a supplemental bill in this case within thirty days.

26th June 1826.

And afterwards, to wit, on the twenty sixth day of June in the aforesaid year one thousand eight hundred and twenty six the said Complainants, Robert Simpson and Wilson P. Hunt filed in the office of the Clerk of the said Circuit Court in and for the County of Saint Louis, in pursuance of the leave heretofore granted, their supplemental Bill in this cause, which said Bill and exhibits thereto attached, were in the words and figures following, to wit:

Supplemental Bill filed.—

State of Missouri, In the Circuit court of the county of St. Louis
(1) in the third judicial circuit of said State sitting as
a Court of Chancery

St. Louis County } Complaining sheweth unto this honorable court
that on the Seventh day of October in the year of our Lord one
thousand eight hundred and twenty two your orators Robert
Simpson & Wilson P. Hunt both of the said County of St. Louis ex-
hibited their original bill of complaint in the then superior
Court of Chancery for the third judicial district of the aforesaid
State of Missouri against John Mullanphy & Thomas Hanly
Pascal L. Cere & Frances Holmes & Prudent Elliott stating and
alledging among other things that on or about the 19th day of
September 1817 the said Pascal L. Cere & Therese his wife of
the town of St. Louis in the said State sold and conveyed by deed of
that date to the said Thomas Hanly for & in consideration of ten
dollars to them in hand paid, a certain lot of ground situate
in the said Town of St. Louis which the said Pascal L
Cere acquired by inheritance from his late mother Catha-
rine Glard deceased, bounded on the west by Main Street in
the said town of St. Louis which separates the said lot from that
then in the possession of Thomas Brady which he claimed
and on which he lived, to the northerly a cross street run-
ning to the Mississippi and which separated the said lot
from that of Simpson Dunn on the East by the Bank of
the said river Mississippi and to the southerly another cross
street running to and from the said river and which sepe-
rates the said lot of ground from that of Pierre Chouteau
senior supposed to contain two hundred and forty feet
French measure in front to the west on Main Street &
about one hundred and fifty feet French measure in
depth from the front to the river Mississippi as the said
conveyed lot may then in fact be the same more or less as will
more fully appear reference being had to the original deed from
the said Cere & his wife to the said Thomas Hanly of record in
the Recorders office of the County of St. Louis in said
State. a certified copy whereof is hereunto with exhibited & prayed
to be made part & parcel of this bill of Complaint (marked A
No. 1) & thereupon on the same 19th day of September of 1817
the said Thomas Hanly and Mary his wife executed
to the said Pascal L. Cere a Mortgage deed for

the same lot of ground to be Sold and conveyed by the said Cere Unife to the said Thomas Hanly as above said for the con-sideration of ten dollars by the said Cere in hand paid to the said Hanly to secure the said Pascal L. Cere the payment of the original obligations of which the following are copies Made and given by the said Thomas Hanly to whom the same should respectively become due to wit, $.700 on the twentieth day of September one thousand eight hundred and eighteen I promise to pay Pascal Cere or order Seven hundred dollars Value rec.d

St. Louis 19 September 1817 Thomas Hanly Seal

$.700 On the twentieth day of September one thousand eight hundred Nineteen I promise to pay Pascal Leon Cere or order seven hundred dollars Value rec.d

September 19 — 1817 Thos Hanly Seal

$700 On the twentieth day of September one thousand eight hundred and twenty I promise to pay Pascal Cere or order seven hundred dollars Value rec.d

St. Louis 19 September 1817 Thos Hanly Seal

$700 On the twentieth day of September one thousand eight hundred & twenty one I promise to pay to Pascal Cere or order Seven hundred dollars Value rec.d

St. Louis 19th September 1817 Thos Hanly Seal

$7000 On the twentieth day of September one thousand eight hundred and twenty two I promise pay Pascal Leon Cere or order Seven thousand dollars Value rec.d

Sept. Louis 19 September 1817 Thomas Hanly Seal

which will more fully appear reference being had to the original Mortgage deed of record in the Recorders office of the said county of St. Louis a certified copy whereof is herewith filed marked B. No. 2 and prayed to be made part and parcel of this bill of complaint. That on or about the 22d day of June in the year of 1818 the said Thomas Hanly Unife by deed of that date sold and conveyed to Patrick H. Dillon his heirs & assigns forever thirty nine feet English measure on said main Street & about one hundred & fifty feet French measure in depth from said main Street to the said rear of the south part of said lot of ground so sold and conveyed by said Pascal L. Cere Unife to the said Thomas Hanly for the consideration of three thousand five hundred dollars as will more fully appear by the origi-nal deed of Record in the Recorders office

(19) of the said County of St. Louis which is herewith exhibited (marked C. No. 3.) and prayed to be made part and parcel of this bill of Complaint, and thereupon, on the same 22d. day of June in the year 1818 the said Patrick M. Dillon ~~exhibited~~ executed to the said Thomas Hanly a Mortgage Deed for the same piece of ground so sold and conveyed by said Hanly to said Dillon as above said as well for the consideration of one dollar to the said Dillon in hand paid by the said Hanly as the better securing the payment of the sum of two thousand six hundred & twenty five dollars secured to be paid by the said Dillon to the said Hanly as follows to wit, by one note of hand bearing even date with the last mentioned deed of Mortgage payable in twelve months from the date thereof for eight hundred and seventy five dollars without interest, and one other note of hand of like date for seventeen hundred and fifty dollars payable four years after date with interest at ten per centum per annum payable annually as will more fully appear reference being had to the original Deed of Mortgage last mentioned of record in the Recorders office of the said County of St. Louis a certified whereof is herewith exhibited (marked D. No. 4) and prayed to be made part & parcel of this bill of compliant, Your Orators are informed & believe that the said Patrick M. Dillon at the date of the Mortgage executed by him to the said Thomas Hanly as above said had paid to said Hanly eight hundred and seventy five dollars in part satisfaction of the consideration money to be given for that part of the said lot of ground above mentioned as conveyed and sold by said Hanly and his wife by their deed of the 22d June 1818 to said Dillon, and that the Mortgage Deed executed by said Dillon of that date to said Hanly was to secure the residue of the said consideration money, that the said Thomas Hanly & wife afterwards on or about the 30 April 1819 as your Orators are informed & believe true, transfered & assigned to the said John Mullanply a certain note of one thousand dollars dated June 22d. 1818 payable twelve months after date executed by the said Patrick M. Dillon to the said Hanly in order to secure more effectually to the said John Mullanply the payment of the said Note and for the consideration of one dollar to said Hanly & wife in hand paid, did give grant bargain and sell convey & assign to the said John Mullanply & his heirs or assigns the indivisible two fifths of their right and interest in the aforesaid Mortgage deed executed to the said Thomas Hanly by the said

Mortgage Deed from Dillon to Hanly

$825 paid by Dillon to Hanly in part for the lot sold to him

Transfer of Mortgage by Dillon to Hanly, by him to Mullanply with Dillon's note for $1000

80. Patrick M. Dillon for the sum of two thousand six hundred & twenty five dollars for the same parcel of ground conveyed to him by said Hanly and wife as aforesaid reference being had to the original deed of assignment of record in the Recorders office of the said County of St Louis will more fully appear a copy whereof is hereunto exhibited (marked E. N. 5) and prayed to be made part and parcel of this bill of Complaint. Your orators further state that they are informed & believe before or about the time of the aforementioned assignment of the said Mortgage by said Hanly and wife to the said John McClumpley as above mentioned the said Dillon had laid out and expended on the said piece or parcel of ground so conveyed by the said Hanly & wife to him as aforesaid in the building a Brick house thereon & other improvements about the sum of eight thousand five hundred dollars, and afterwards about the 21st May 1819 the said Dillon & his wife, for and in consideration of twelve thousand dollars to them in hand paid by Rufus Easton of the said Town of St Louis, by deed of that date did grant bargain and sell unto the said Rufus Easton and to his heirs and assigns forever the said piece and parcel of ground which had been so sold and conveyed by the said Hanly and wife to the said Dillon on the 22d June 1818. as above said, and by him on that day mortgaged to the said Thomas Hanly as above mentioned & as will more fully appear, reference being had to the original deed of record in the Recorders office in the said County of St Louis hereunto exhibited (and marked F. N. 6) and is prayed to be made part and parcel of this bill of Complaint. Your orators further state that afterwards in the years 1819 & 1820 as they are informed and believe the said Rufus Easton erected in front a Stone warehouse or building and made other improvements on the said last mentioned and granted premises conveyed to him by the said Dillon as is above mentioned, the original cost of which amounted to the sum of about eight thousand & five hundred dollars, that at the time of making of the said improvements by the said Dillon & the said Easton and the building of the houses as aforesaid by them, the aforesaid Mortgage from said Thomas Hanly & wife to the said Pascal L. Cerre remained unsatisfied to about the sum of seven thousand seven hundred & fifty four dollars as appears by the record thereof & that the aforesaid Mortgage from the said Dillon to the said Hanly remained unsatisfied to about the sum of four hundred & fifty

Expenses by Dillon on the lot sold to him 3

Deed from Dillon & wife to Easton 3

Improvements made by Easton on the lot sold to him 3

(81) dollars and afterwards on or about the 30th of April 1821 that part of said lot of ground conveyed by the said Cerre to the said Hanly and by him Mortgaged to the said Cerre as above=said which had been conveyed by the said Hanly & wife to the said Dillon and by him Mortgaged to the said Hanly under date the 22d June 1818 as aforesaid was on or about the 30th April 1821 in virtue of a judgment in favor of the said Patrick M Dillon and execution issued thereon against the said Rufus Easton, and also in virtue of two other judgments & executions issued thereon in favor of Wilson P. Hunt ~~aforesaid against the said~~ Rufus Easton all obtained in the circuit court of the aforesaid County of St. Louis sold by the sheriff of the said County of St. Louis to satisfy the said judgments and executions and the said Robert Simpson became the purchaser of so much of the piece or parcel of ground so conveyed by the said Hanly to the said Dillon and by the said Dillon conveyed to the said Rufus Easton as made thirty five feet fronting west on the aforesaid Main Street by seventy five feet in depth to the East toward the river Mississippi with the Brick building thereon as will more fully appear by the deed of the said Sheriff to the said Robert Simpson the original of which is here produced (marked A No. 7) & is prayed to be made part and parcel of this bill of complaint & the said Wilson P. Hunt became the purchaser of the residue of the said piece or parcel of ground with the Stone building and improvements as will more fully appear by a copy of the Deed of the said Sheriff to the said Wilson P. Hunt here pro=duced (marked H No. 8) and is prayed to be made part & parcel of this bill of complaint. —— That afterwards on or about the 23d August 1821 the whole of the right & title of the said Thomas Hanly in & to the lot of ground above described as sold & conveyed to him by the said Pascal L. Cerre & wife on the 19th day of September 1817 as afore=said was in virtue of three judgments & executions in the supreme court of the aforesaid State for the third judicial district in favour of Francis B. Holemes & Andrew Elliott

Judgments obtained against Easton and sale of half the lot with the Brick house thereto Simpson see letter A

Purchase by Hunt see letter H.

against the said Thomas Hanly & Moses Scott One in favor of Robert Blanton and one in favor of Farmer Dent against the said Thomas Hanley that is to say that part of the said lot of ground conveyed by said Hanly to said Dillon as aforesaid was sold on the first of said Execution three Executions against the said Hanly and Scott and the residue of the said lot of ground was sold on the whole of the said described executions against the said Hanly by the aforesaid Sheriff of St. Louis County to satisfy those judgments and executions and the said Francis B. Holmes & the said Andrew Elliott became the purchasers there of as will more fully appear by the Sheriffs certificate thereof made according to the provisions of the late act of the General assembly of this State "for relief of debtor and creditor" the originals of which said certificates are on file in the recorders office of the aforesaid County of St. Louis certified copies whereof are here with Exhibited (marked F No 9) and prayed to be made part & parcel of this bill of complaint.

And your Orators further stated that the said John Mullanphy has caused a petition to be filed in the Circuit court of the county of St. Louis aforesaid in the name of him the said John praying that the Mortgage executed by said Dillon may be foreclosed and the mortgaged premises therein mentioned sold for the payment of the said several sums of money in the said several promissory notes of said Dillon to said Hanly specified and thereupon on such proceedings were had in the premises that at the June term 1822 of the said court that the said court did order decree and adjudge that if the said Dillon did not well and truly pay and satisfy to the said John Mullanphy or his legal representatives the sum of One thousand and thirty three dollars and ninety five cents on or before the third day of the next term of the said court with the legal interest on the sum of eight hundred and seventy five dollars from this date, the said Sheriff of St. Louis County is required & commanded to sell on the said third day of the term aforesaid the said Mortgaged premises to pay and satisfy the said debt interest and costs aforesaid a certified copy of which decree and order is herewith exhibited (marked L No 10) and prayed to be taken

Purchase of the whole premises by Andrew Elliott &c Exhibit F

Petition by the Complainant to foreclose the Mortgage of D. Dillon &c Exhibit L

(83)

and read as part of this Bill of complaint — and further that the said John Mullanphy intending to harrass and perplex your Orators did in June term last cause an action of trespass and ejectment to be brought in the circuit court of St. Louis county for the recovery of the possession of the said Mortgaged premises against one George H. Robb tenant in possession of considerably the greater part of the said premises which action your complainant Robert Simpson is bound by the Law of the land to defend as the Lessor of the said Robb and your complainant Wilson P. Hunt is interested to defend in order to protect their just rights and claims and further that the Mortgage money in the said Deed from said Hanly & Wife to said Pascal L. Cerre on a greater part thereof and more than the amount of money due on to become due on said Mortgage of said Dillon to said Hanly to wit, about the sum of seven thousand seven hundred and fifty four dollars still remains due and unpaid and that the said Thomas Hanly is insolvent and unable to pay the same the said premises decreed to be sold as aforesaid still remain bound thereby so that if your complainants were to pay to the said John Mullanphy the said sum of money in the said decree mentioned and decreed to be paid as aforesaid your complainants would still be liable to pay the said Cerre the amount of said Hanly's Mortgage (to him) on a pro=portionable part thereof and they your Orators well hoped that the said Hanly on the said Mullanphy would have paid satisfied and discharged the said Mortgage of the Cerre and are ready and willing as soon as the same is done to pay and satisfy the said Mullanphy the said sum of money due to him by the notes and Mortgage of the said Dillon, and your Orators prayed in & by the said original bill among other things that the said Mullanphy & Hanly might be directed to pay off satisfy and discharge said incumbrances and in the mean time that the said Mullanphy might be reinstated by the order & injunction of the honor=able court from proceeding in his said decree of sale & from commencing and prosecuting any other proceedings upon the said Mortgage of the said Dillon to the said Hanly for

Ejectment by Mullanphy
Agt Robb
3

Debt due on Mortgage
to Cerre
3

Prayer agt Hanly & Mullanphy to pay off
Mortgage to Cerre & for other relief

84.

fore closing on sale thereof or upon the notes of the said Dillon given to said Hanly to secure the payment of the purchase money of the pre=mises and from proceeding further by law to recover possession of the said premises that is to say the premises mentioned & described in the said Mortgage deed from said Dillon to said Hanly and by him assigned to said Mullanphy as is above mentioned & described and also praying for further relief and to answer the premises of the said Original bill so exhibited as afore=said and also to stand to and abide such order & decree therein as to the said Court should seem agreeable to equity & good con=science — And thereupon William Harper late Chancellor of the said Superior Court of Chancery for the said third judicial district of said State did order a writ of injunction to issue to restrain the sale of the said Mortgaged premises under the decree in favor of the said defendant Mullanphy and for the pro=ceedings in the action of ejectment of Mullanphy against Robb pursuant to the prayer of ~~the prayer of~~ the said Bill upon your said Complainants giving bond & security according to Law in the sum of fifteen hundred dollars: — And thereupon your Orators with Archibald Gamble & Bernard Pratte of the said County of St. Louis entered into an injunction bond pursu=ant to Law as will more fully appear reference thereto being had and the same was filed in the said Superior court of Chan=cery with the aforesaid Original bill exhibited by your Orators as aforesaid and that the same remains of record with the proceedings in this Cause in this honorable court to which the said proceedings have been transfered pursuant to the provisions of the Statute in such cases made & provided,

And your Orators further state that the said defendant John Mullanphy approved & put in his answer, to the said original Bill as by the said Bill & answer now remaining as of record in this honorable Court, reference thereto being had will appear, That on or about the first day of January A.D. 1823 The said Thomas Hanly died and that the other defendants Pascal L. Cerre and Holmes & Elliott, non either of them have not appeared or put in any answer to the said Original bill

That the said John Mullanphy in his said answer to the

Injunction granted by the Chancellor

Injunction Bond

Answer of Mullanphy

Death of Hanly

(85) said original bill stated and admitted among other things, That Pascal Leon Cerre and therese his wife on or about the time mentioned in said Bill sold and conveyed to the said Thomas Hanly such lot of ground as that mentioned in said bill & that thereupon the said Hanly & Mary his wife executed and delivered to the said Cerre the Montgage in the said Bill mentioned in exhibit B. Also that on or about the day in that behalf mentioned in said Bill the said Thomas Hanly and Mary his wife made & executed to the said Patrick M. Dillon the Deed a copy of which is exhibited in said Bill marked C and that thereupon the said Dillon executed to the said Thomas Hanly the Montgage deed mentioned in the said bill and exhibited marked D. That on or about the time in that behalf mentioned the said Thomas Hanly transfered and assigned to him the said John Mullan=phy the said note of the said Patrick M. Dillon, and in order to secure the payment thereof executed to (the defendant) the said John Mullanphy the Deed exhibited marked E, and that afterwards to wit on the sixth day of April 1820 the said Thomas Hanly and Mary his wife by their certain deed of Assignment assigned transfered and set over to the said John Mullanphy his heirs and assigns the aforesaid Deed of Montgage from the said Dillon to said Hanly and also assigned to him two other notes to secure the payment of which said Montgage was given as by a copy of said assignment hereunto exhibited more fully will appear. — and,

That the said Patrick M. Dillon afterwards on or about the day in that behalf mentioned in the said bill executed together with his wife such Deed of Conveyance to the said Rufus Easton as set forth in said bill & exhibited marked F. — and further that on the thirteenth day of August in the year of one thousand eight hundred and twenty one Thomas Fletcher by the judgment and consideration of the circuit court of St. Louis County recovered against the said Rufus Easton the sum of three hundred and ninety dollars a certain debt, and also the further sum of nineteen dollars and twenty four cents for his damages by him sustained by reason of the detention of the said debt together with his cost & charges of that suit and that afterwards on or about the fourteenth day of September in the year aforesaid one William H. Poroche by the judgment

Substance of Mullanphys answer

and consideration of the same court recovered against the said Rufus Easton the sum of one hundred & four dollars and ninety three & a half cents for his damages by him in that behalf sustained together with his costs and charges of that suit, and that on or about the fifteenth day of September in the same year one Charles W. Hunter by the consideration & judgment of the same court recovered against the said Rufus Easton the sum of seventeen hundred and seventy eight dollars & three cents for his damages in that behalf sustained together with his cost & charges of that suit, and further that the said Fletcher Porcke and Hunter respectively sued out Executions on their said judgments returnable to the December term of the Circuit court of St. Louis County in the year one thousand eight hundred and twenty — By virtue of which said executions the sheriff of said County did in due form of law on the twenty second day of December of the same year expose to public sale all the right title claim & interest and property of the said Rufus Easton in and to a part of the lot of ground and premises which the said Easton had purchased as aforesaid of the said Dillon & wife, and that he the said John Mullanphy at that sale being the last and highest bidder for the same at the sum of one thousand five hundred and twenty dollars it was struck off to him, and the said Sheriff did thereupon execute and deliver to the said John Mullanphy (defendandant) a deed in due form of Law executed conveying to him all the right title claim interest and property of the said Rufus Easton in and to the said premises so sold, all of which will more fully appear by transcript of the said proceedings in those suits and copy of the Sheriffs Deed to the defendant the said John Mullanphy herewith exhibited marked No. 1. 2. 3 & 4 and payed to be taken as part of the answer of the said John Mullanphy, And the said defendant John Mullanphy further admitted and stated in his said answer that the said Robert Simpson & Wilson P. Hunt afterwards became the purchasers of the said lot and premises as stated in their said ~~said~~ Deed exhibited C & H — But that the said judgment in favor of Patrick M. Dillon to satisfy which said sale was made was satisfied by the sale of other property belonging to the said Easton and that the said Sale at which the

(87) said Simpson & Hunt purchased same in trust made to satisfy certain Executions in favor of the said Wilson P. Hunt issued on judgements against the said Easton which were older than the said judgments in favor of Fletcher Brooks & Hunter and that at the time of the sale of the part of said lot to the defendant (John Mullanphy) an execution was in the hands of the Sheriff of St. Louis in favor of said Hunt against said Easton issued upon the same judgment to satisfy which the said property was afterwards resold to said Simpson and afterwards at the April term of the said Circuit Court in the year one thousand eight hundred and twenty one on motion of Mr. Marsh Attorney for the said Wilson P. Hunt it was ordered by the Court that the Sheriff pay over to the said Hunt the money which he had made at the December term previous by sale of said Easton's property as will appear by a copy of said order hereunto exhibited marked No. 5 — And in the said answer the said John Mullanphy (defendant) did aver that the sum of fifteen hundred and twenty dollars which he paid to the Sheriff, as aforesaid was paid by the Sheriff to the said Wilson P. Hunt, and that the said Simpson had perfect knowledge of that fact when he again purchased the same land sold a second time to satisfy the same debt of Hunt. — The said defendant Mullanphy further admitted in his said Answer that he caused a petition to be filed in the Circuit Court of St. Louis County against said Dillon on the Mortgage assigned him by said Hunly and that such proceedings were thereon had to final decree for the sale of the Mortgaged premises as stated in said bill and that he the defendant Mullanphy commenced an action of ejectment against said Robb, tenant in possession of a part of the premises Mortgaged, — That he the defendant Mullanphy brought said action to try his title under the aforesaid deed from the Sheriff to him though he intended to rely upon the mortgage also in case he failed to make good title under said deed

And your Orator further states that the said answer of the said John Mullanphy and exhibits were filed in this Court

Motion by Mullanphys to dissolve injunction

on Wednesday June 4th 1823 and afterwards on Friday the 6th June 1823 upon the motion of the said defendant by his counsel it was ordered by this court that said complainants do shew cause if any they can on Monday (then) next why the injunction in this case granted should not be dissolved and afterwards on the 27th day of June in the year last aforesaid the motion to dissolve injunction was continued under advisement and leave given to file replication and cause set for hearing at the next term

Complainants replication

And afterwards on the 17th September 1823 aforesaid your Orators filed their replication in this suit as follows

"The replication of Robert Simpson and Wilson P. Hunt complainants to the answer of John Mullanphy defendant"

"These replicants saving and reserving to themselves all, and all manner of advantage of exception to the manifold insufficiencies of the said answer for replication thereunto say that they will aver and prove their said bill to be true certain and sufficient in the Law to be answered unto and that the said answer of the said defendant is untrue & insufficient to be replied unto by these replicants without that, that any other matter or thing whatsoever in the said answer contained material or effectual in the Law to be replied unto confessed and avoided traversed or denied, is true, all which matters and things these replicants are and will be ready to aver and prove as the court shall direct, & humbly pray as in and by their said bill they have already prayed. — And afterwards on tuesday the 4th day of November 1823 came again the parties aforesaid by their respective counsel and the court being sufficiently advised do adjudge order and decree and it was thereby adjudged ordered and decreed that the injunction granted in this case stand dissolved as to the complainant Simpson, and the motion to dissolve over ruled as to the complainant Hunt

Injunction dissolved as to Simpson

And your Orators further state and say that before the day and year last above mentioned to wit, on the fourteenth day of January in the year of our Lord one thousand eight hundred and twenty three the aforesaid defendant to the said original bill, Pascal Leon Cerre by his

(39)

Attorney filed in the office of the Clerk of the Circuit court of the County of St. Louis his petition of that to foreclose the Mortgage set forth in the aforesaid original bill (in the exhibit B No. 2) aforesaid executed on the aforesaid 19th day of September 1817 by the said Thomas Hanly and wife to him the said Cerre according to the provisions of the Statute of the late territory of Missouri entitled "an Act concerning Mortgages passed the 20th October 1807 as in said petition of the said Pascal L. Cerre is pretended, a certified copy of which said petition is herewith exhibited and is prayed to be taken as a part of this bill of complaint and will be found in a certified transcript from the clerks office of the Circuit court of the aforesaid county of St. Louis of the record & proceedings in the suit of Pascal Leon Cerre against Mary Hanly widow of the said Thomas Hanly and Sarah Hanly John Hanly Washington Hanly Lucy Hanly and Mary Hanly junior infants under the age of twenty one years, heirs of the said Thomas Hanly as in the said Petition is alledged and set forth, and which said record and proceedings in that suit together with the copy of the deed from the sheriff of the said County of St. Louis thereunto annexed to the said John Mullanphy for the said Mortgaged premises, your Orators also pray may be taken as part and parcel of this Bill of Complaint and will be found in exhibit ~~in Exhibit~~ marked M No. 11 herewith annexed. And your Orator further state in that suit the said Pascal Leon Cerre filed in the said Circuit court of St. Louis County his said petition on the said 14th day of January in the year of eighteen hundred & twenty three in the form substance and manner in which it is against the said widow and the said infant children of the said Thomas Hanly without naming any Guardian of the said infants, and such proceedings were afterwards had in the said suit that it appears by the record and proceedings aforesaid that afterwards, on the day of the filing of the said petition to wit, on the said 14th day of January in the year of 1823 aforesaid the said Clerk of the aforesaid Circuit court of St. Louis county endorsed thereon a writ of summons directed to the Sheriff of St. Louis county against the said widow and infant children of the said Thomas Hanly deceased commanding the said Sheriff to summon them to appear before the judge of the said Circuit court at the (then) next term thereof to be held

Petition of foreclosure by Cerre and proceedings in Letter M

No Guardian for infant defendants

Summons

14

Sheriffs return 3

at the town of St. Louis within and for the county of St. Louis on the first Monday in February (then) next — which said writ of Summons was delivered to the said Sheriff to be duly executed & returned according to Law and thereupon on the said 14th day of January 1823 aforesaid the said Sheriff endorsed his return on the back of the said writ of Summons in the words & figures following to wit, "None of the defendants found in my County 14th day of Jany 1823 Jno. K. Walker Sheriff" —

And afterwards, to wit, at the June term in the year 1823 (such further proceedings were had in the said suit that) on motion of the Attorney for the said plaintiff it was ordered that the said defendants be notified that unless they should be and appear on the first day of the (then) next term of the court and plead to that a decree would be entered against them and the mortgaged premises in the petition mentioned sold in conformity to the prayer of the said petition and it was further ordered that a copy of that order should be inserted for at least two months successively in some News paper published in the City of St. Louis, and thereupon the cause was continued until the February term in the year 1824 at which said term came the said plaintiff by his attorney, and the said defendants having failed to appear and answer, and it having been satisfactorily proven to the court that the order of publication has been duly published according to Law for at least two months successively in one of the News papers published in the City of St. Louis, Therefore it was considered that if the said Mary Hanly widow and Sarah Hanly John Hanly Washington Hanly Lucy Hanly and Mary Hanly junior, heirs of Thomas Hanly deceased do not well and truly pay and satisfy to the said Pascal Laclede or his legal representatives the sum of seven thousand five hundred & ninety one dollars and fifty one cents the debt and interest in the petition mentioned with legal interest on the sum of seven thousand dollars from this date that the Sheriff of St. Louis county was required and commanded to sell on the third day of the then next term of the court the said Mortgaged premises in the petition mentioned,

Notification

Judgment or Decree

to pay and satisfy the said debt interest and costs aforesaid, And
(92) afterwards, to wit, on the 22d day of April in the year aforesaid
the said clerk issued out of the office aforesaid an order of sale
in the words and figures in which it is a certified copy whereof
is contained in the aforesaid exhibit marked M No. 11 hereunto
annexed and is prayed to be taken as part and parcel of this
bill of complaint, — And the said order of sale having been
delivered to the said Sheriff such further proceedings were
had in the said suit as are set forth in the said exhibit
marked M No. 11, reference thereto being had will more fully
and at large appear, and contains the whole proceedings in that
suit — and that afterwards on the ninth day of June in
the year of 1824 the said Sheriff did sell the said Mont=
=gaged premises in the said petition mentioned & described
to the said John Mullanphy who became the purchaser
thereof at the said sale at the price and sum of seven thou=
=sand eight hundred and twenty dollars, and afterwards, to
wit, on the 10th day of June 1824 the said Sheriff did
execute and deliver to the said John Mullanphy a deed
for the said Montgaged premises mentioned and described
in the said petition in the form and manner as it is in the
original deed thereof to the said John Mullanphy a
certified copy whereof is annexed to and contained in the
aforesaid exhibit marked M No. 11 and it is prayed to be taken
as part and parcel of this Bill of complaint — Your Orators
alledge and aver that the proceedings of the said Pascal
L. Cerre under his said petition to foreclose the said
Montgaged premises therein mentioned are & were void
abinitio for the following reasons and causes, to wit,
First, the said petition was filed in the Clerks office
of the circuit court aforesaid on the said 14th day of January
1823 aforesaid against the said Mary Hanly widow &
the other defendants in the said petition named who were minors
under the age of twenty one — And the Law of the
land then required that the said petition should be served on
the said defendants at least twenty days before the
court to which the same was made returnable, that
the said petition was made returnable to the then next
term of the said circuit court which was held on the

Order of sale
Sale to Mullanphy
Exceptions to proceedings of Cerre

92. 16

third day of February in the year 1823 aforesaid, which day was the first monday in that month of that year and in fact and in truth there was only eighteen days between the filing of the said petition and the return thereof —

Second, the said petition states and admits that the said Sarah Hanly John Hanly Washington Hanly Lucy Hanly & Mary Hanly junior heirs of the said Thomas Hanly deceased were infants under the age of twenty one years and were in fact so at the time the said order of sale is pretended to have been made and they were not sued by their guardian nor was any guardian appointed for them or any of them <u>addilem</u> and the whole of the said proceedings of the said Pascal L. Cerre in his said suit were had expente.

Third, by the law of the land it was required that if it should be certified by the return of the petition the defendant could not be found within the proper district (county) the court should award an order of publication which should notify the said defendant that unless he should appear on the first day of the succeeding term & proceed to trial a decree would be entered against him, there was no return certified to the said petition of the said Pascal L. Cerre, and the said return of the said Sheriff to the said writ of summons in the said suit of the said Pascal L. Cerre against the said heirs of the said Thomas Hanly deceased was and is a nullity.

Fourth. — It does not appear by the said record of proceedings in the said suit of the said Pascal L. Cerre against the infant heirs and widow of the said Thomas Hanly deceased that any order of publication was awarded by any court — It appears by the said proceedings to have been done " On motion of the attorney of said plaintiff Pascal L. Cerre at the June term in year of 1823

Fifth. In the cause aforesaid of the said Pascal L Cerre by the said proceedings it appears that at the June

to foreclosure at law 3

Term in the year of 1823 An motion of the Attorney for the
(93) said plaintiff it is ordered that the said defendants be noti=
=fied that unless they be and appear on the first day of the
next term of this Court and proceed to trial a decree will
be entered against them and the Mortgaged premises in the
petition mentioned sold in conformity to the prayer of the
said petitioner And it is further ordered that a copy of this
order be inserted for at least two months successively
in some News paper published in the City of St. Louis,
whereupon the said Cause was continued until the February
term in the year of 1824, and it does not appear that the said
defendants were notified by the said publication to appear at
the said February term last mentioned of said Court.
Sixth, That the said record of the proceedings of the
said Pascal L. Cerre in his said suit against the widow &
infant heirs of the said Thomas Hanly deceased states "Here
=fore is it considered" without saying by whom in what
court or before what tribunal it was so considered, and
further that if the said Mary Hanly widow & Sarah
Hanly John Hanly Washington Hanly Lucy Hanly &
Mary Hanly Junior heirs of Thomas Hanly deceased do
not well & truly pay and satisfy to the said Pascal Leon Cerre
or his legal representatives the sum of Seven thousand five
hundred and ninety one dollars & fifty one Cents the
debt and interest in the petition mentioned with legal inter=
=est on the sum of Seven thousand dollars from this date
(meaning the day in the month of February in the year
of 1824 when this entry was made in the said suit of
Pascal L. Cerre) that afterwards to wit on the 22d day
of April in the year of 1824 the said Clerk issued out of
the office aforesaid an order ~~an order~~ of sale in
form and substance in which it is set forth in the
said exhibit marked M No. 11 and which said order of sale
bears date the day and year last above mentioned &
therein among other things it is stated that the said Pascal
L. Cerre recovered against the said defendants in the
said suit of him the said Pascal L. Cerre the sum of

seven thousand five hundred and ninety one dollars & fifty one cents the debt and interest in the petition mentioned with legal interest on the sum of seven thousand dollars from that date to wit, the said 16th day of February in the year of 1824 aforesaid on the 22d day of April of that same year, whereas in truth and in fact as appears by the said record and proceedings of the said last mentioned suit there was no such decree therefore the said decree and the said order of sale are void in law.

7th That the said proceedings are also void because the said Circuit Court did not enter any decree in the said suit of the said Pascal L Cerre nor in entering a decree for the sale of the said Mortgaged premises did the said Circuit Court therein or thereby determine or appoint the mode or manner or place for the sale thereof or what notice should be given of the sale of the said Mortgaged premises. And your Orators further state by the laws of the land the said Pascal L Cerre was bound to set forth in his said petition for the foreclosure of the Mortgage therein mentioned, the instrument of writing containing the Mortgage requiring the Mortgagor his heirs or representatives to appear & shew cause why the Mortgaged property should not be foreclosed, and the property therein mentioned be sold for the payment of the debt due the petitioner. That the said Pascal L Cerre and the said John Mullanphy both had notice by the aforesaid Original Bill in this Case and well known at the time of filing of the said petition of the said Pascal L Cerre to foreclose as aforesaid that neither the said Thomas Hanly his said widow or infant heirs of the said Thomas at that time had or held any interest whatever in the said Mortgaged premises but they the said Cerre and Mullanphy also had notice and both well knew that your said Orators or said Rufus Easton the said Holmes & Elliott and the said John Mullanphy were all and every of them interested in the said Mortgaged premises were the only incumbrancers to the said Mortgaged premises and were the sole representatives

in fact and in Law of the said Thomas Hanly deceased of and
(95) concerning the said Mortgaged premises and of every part and
parcel thereof and that they were the only persons who bore the
character and power of the said Thomas Hanly in relation to
the said Mortgaged premises in his life time or after his said
death and that neither of the said representatives were made
defendants to the said suit of the said Pascal L Cerre to
foreclose the said Mortgaged premises as aforesaid nor were
either of them required to appear and shew cause why the
Mortgaged premises should not be foreclosed and sold accor-
-ding to the provisions of the above mentioned Statute
concerning Mortgages. — You Orators further state that
on the day of the sale of the said Mortgaged premises as men-
-tioned and described in the advertisement and deed thereof
made by the aforesaid Sheriff to the said John Mullanphy
there were no bidders at the said sale except the said John Mul-
-lanphy and the said Pascal L Cerre by himself or his agent
and that the said Mortgaged premises were then struck off and
sold to the said Mullanphy for two third parts less than the
estimated value of the said Mortgaged premises so sold as
aforesaid and that afterwards on or about the tenth day of
June in the year of 1824 the said John Mullanphy in virtue
of the said sale entered into and took possession of all & singular
the said Mortgaged premises so illegally and unconsciously pur-
-chased by the said John Mullanphy and has continued
ever since to occupy enjoy and to receive the whole of the
rents of the said Mortgaged premises to his own use without
having accounted to you Orators or either of them for any part
thereof or to the said Rufus Easton or his representatives,

And you Complainants further say that the said defend-
-ant John Mullanphy in his said Answer to the said
original bill of Complaint of you Orators aforesaid hath
expressly stated and alledged that "the said judgment in
"favor of ~~said~~ Patrick M. Dillon to satisfy which said sale
"was made was satisfied by the sale of other property belong-
"-ing to the said Easton and that the said sale at which the

No bidders except Pascal L Mullanphy

Mullanphy takes possession of the Mortgaged premises

Enroncons part of

"said Simpson & Hunt purchased was in truth made to satisfy
"certain executions in favour of the said Wilson P. Hunt issued
"on judgments against the said Easton which were older than the
"said judgments in favour of Fletcher Porocke & Hunter that
"at the time of the sale of part of said lot to this said defendant
"an Execution was in the hands of the Sheriff of Saint Louis county
"in favour of said Hunt against said Easton, issued upon the
"same judgment to satisfy which the property was afterwards
"resold to the said Simpson and that afterwards at the
"April term of the said Circuit Court and in the year one
"thousand eight hundred and twenty one on motion of Mr.
"Wash attorney for the said Wilson P. Hunt it was
"ordered by the court that the Sheriff pay over to the said
"Hunt the money which he had made at December term
"previous by sale of said Eastons property as will appear by
"a copy of the said Order herewith exhibited marked
"No. 5 and the defendant avers that the sum of fifteen
"hundred and twenty dollars which he paid to the Sheriff
"aforesaid was paid by the Sheriff to the said Wilson P. Hunt
"and that the said Simpson had perfect knowledge of that
"fact when he again purchased the same land sold a second
"time to satisfy the same debt of Hunt. — whereas your
complainants charge the truth to be that the said Execution of
the said Charles W. Hunter against the said Rufus Easton
was dated & issued on the 14th day October in the year of 1820
the said Execution of said William H Porocke against the
said Easton was dated and issued on the 17th day October in the
year of 1820 and that the said Execution of the said Thomas
Fletcher against the said Easton was dated and issued on the
23d day of October in the year of 1820 and were made returnable
at the December term of the said circuit court of St. Louis
county of the year of 1820 on the first Monday of said month
of December as very fully appears by the aforesaid exhibits
number three, two and one made by the said John
Mullanply in his cause and that the sale of the said
lot with the Dillon house so called on the lot was

Mullanplys answer to the origin order of court to pay over money } The truth charged by complainants
} and dates of Executions of Hunter &c

97. (36) Time of Mullanphys purchase of lot No. 1 3

made to the said John Mullanphy on the aforesaid Executions issued on judgments in favor of Hunter Porock & Fletcher which were younger than the said Judgments in favor of the said Dillon & those in favor of said Wilson P. Hunt all of which several judgments were against the said Easton and the said sale was made as aforesaid on the twenty second day of December in the year of eighteen hundred and twenty aforesaid as very fully appears by the Deed of the said Sheriff to the said John Mullanphy by him exhibited in this cause, being exhibit No. 4. made by the said John Mullanphy. — That the said executions of the said Wilson P. Hunt numbered One and two against the said Easton were dated & issued on the nineteenth day of December in the same year of eighteen hundred and twenty and the said Execution of the said Patrick M. Dillon against the said Rufus Easton was dated and issued on the 28th day of February in the year of 1821 and issued on the said judgment in favor of the said Dillon against the said Easton, which last named judgment was older than the said judg=ment in favor of the said Wilson P. Hunt which said three last mentioned Executions were all made returnable to the April term of the year of 1821 of the said Circuit court on the first monday of the said month of of April as fully appears by duly certified copies thereof contained in the deed from said Sheriff to the said Robert Simpson in Exhibit C No. 7. made in this cause by your Complainants and were levied upon four hundred Arpens of land which then belonged to the said Easton situate at the Township of St. Ferdinand also on the lots of Ground No. 1 & 2 so purchased as aforesaid by the said Simp=son & Hunt as set forth in their respective deeds exhibited C & H and also on another lot of ground which then belonged to the said Easton of about three hundred and thirty feet on the cross street next south of the lot of said Simpson situate in St. Louis by about One hundred and eighty feet deep being formerly the residence of the said Easton and were advertised to be sold on said executions last mentioned in favor of the said Dillon & Hunt, the sale to take place on thursday the fifth day of April in year of 1821

True date of the different executions stated & judgments also the different purchases by Hunt, Simpson Quarles & others of Eastons property

aforesaid and to be made by the said Joseph C. Brown then Sheriff as aforesaid, that all of the property so advertised was then sold upon the said Executions in favor of Dillon and of Hunt (except the aforesaid lots numbered one & two as described in their said deeds (exhibited A & H) in this Cause) and that the sale of those two lots last mentioned were postponed by order of the aforesaid Circuit Court of Saint Louis County by reason that the said John Mullanphy had applied and did apply to that said Circuit Court for a writ of injunction to stay the sale of the said lot number one — and the said lots number one & two were again advertised and sold on the said Executions in favor of the said Dillon and the said Hunt, the lots were sold on all of the said three Executions and equally sold on the one execution as the other of them which will fully appear by the Sheriffs advertisements and the aforesaid deeds to the said Simpson & Hunt and another deed made by the said Sheriff to one Robert Quarles who became the purchaser of the said Tract of four hundred Arpens of land a copy of which last mentioned deed is ~~hereunto~~ herewith exhibited (marked No. 12) and is prayed to be taken as part of this bill of complaint. — So that it is not & cannot be true that "the said judgment in favor of Patrick M. Dillon to satisfy which said sale was made, was satisfied by the sale of other property belonging to said Easton" Nor is it true that at the time of the sale of part of said lot to said defendant (Mullanphy) altho' an execution might have been in the hands of the Sheriff of St. Louis County in favor of said Hunt against said Easton issued upon one of the judgments of the said Hunt against said Easton) that the property was resold to satisfy that judgment and Execution, yet it is untrue that the property was re sold for the purpose of satisfying that judgment & Execution solely — But the said property that is to say the said lots numbered one & two (No. 1 purchased by said Simpson and No. 2 purchased by said Hunt as aforesaid) were sold on said three executions issued on the said three judgments one in favor of said Dillon and the other two judgments in favor of said Hunt to satisfy in part three judgments which were older than any one of the judgments in favor of Hunter

Sale in execution of Dillon & Hunt Deed to Robert Quarles No. 12 3

Application to court by Mullanphy to stay of the lot No. 1 3

Lots No. 1 & 2 sold to satisfy execution and judgments of Dillon & Hunt 3

(99) Porocke on Fletcher. — And altho' it may be true that at the April term of the Circuit Court of the year of 1821, On Motion of Mr. Wash attorney for the said Wilson P. Hunt it was ordered by the court that the sheriff pay over to the said Hunt the money which he had made at the December term previous by sale of said Eastern property, yet it is not true that the said money so made was so paid over, nor is it true that the said sum of fifteen hundred and twenty dollars which the said defendants Mullanphy paid to the Sheriff as aforesaid was paid by the Sheriff to the said Wilson P. Hunt, nor is it true that the said Simpson had perfect knowledge of that fact ("a fact that did not exist") when he (again) purchased the same land sold a second time to satisfy the same debt of Hunt —

You complainants charge the truth to be that the said sum of fifteen hundred and twenty dollars laid for the said lot numbered one on which the Dillon house stands and paid by the said John Mullanphy to the said Sheriff was paid over by the said Sheriff on all of the executions above mentioned pro rata (that is to say a sum in proportion to the amount due on each execution respectively) by the said Sheriff under & in conformity to the instructions of the said Circuit Court of St. Louis county as will more fully & at large appear reference being had to the copies of advertisements & list of sales returned with the aforesaid execution Number One in favor of the said Wilson P. Hunt against the said Easton to the April term of said Circuit Court of the year of eighteen hundred and twenty one aforesaid and that the said order and instructions of the said Court in that particular are & were contrary to the Law of the land, false fraudulent and void ab initio — And for as much as it is a matter of doubt & a question undecided by the law of the land whether the aforesaid Mortgaged

$1500 paid by Mullanphy paid over pro rata Order of court void

premises on the interest which the said Rufus Easton had and held in & to the said two lots (Nos 1 and 2) could have been lawfully seized and sold on said executions as aforesaid, & the said Rufus Easton having on the 23d day of June in the year of 1826 sold transferred & assigned granted bargained and sold, and conveyed to William Russell of St Louis all the Estate right title interest claim and demand which he the said Rufus Easton has or had to the said Montgaged premises and every part thereof to the said William Russell his heirs and assigns forever by a deed of that date herewith exhibited marked (marked O, No 13) it is prayed that the said William Russell may be made a plaintiff in and to this suit and be admitted to prosecute all & singular the rights interest and claims of the said Rufus Easton in & to the said Mortgaged premises & of every part & parcel thereof as fully in every respect as he the said William Russell hath acquired the same as the assignee of the said Rufus Easton or otherwise, & that the said Deed last mentioned may be taken as part & parcel of this bill of Complaint, and that such of the said defendants as have not answered your Orators original Bill of complaint may and ought to answer the same at the time they answer this supplemental bill —

All which actings and doings of the said defendants are contrary to equity and good conscience and tend to the manifest injury & oppression of your complainants.

In tender consideration whereof & for that your complainants are remedless in the Premises by the strict rules of the common law and relievable only in a court of equity where matters of this nature are properly cognizable: — To the end therefore that the said John Mullanphy Pascal Leon Cerre, Holmes & Elliott and other defendants and confederates when discovered may respectively full true, direct and perfect answer make upon their respective corporal oaths according to the best of their

William Russell assignee of Easton made plaintiff 3
Deed of assignment (O No 13)
Jurisdiction

respective knowledge information and belief to all and
(101) singular the charges and matters as fully in every respect
as if the same were here again repeated, and they there unto
particularly interrogated & more especially that they may
respectively set forth and discover according to the best of
their knowledge whether there are any other & what incum-
brances to the aforesaid mortgaged premises or any por-
tion or part thereof? — whether such Conveyances & deeds
and proceedings have or have not been had & made as are
described and set forth in the aforesaid exhibits marked
(A No. 1 + B No. 2 + C No. 3 + D No. 4 + E No. 5 + F No. 6 + & No. 7 —
(H No. 8 + I No. 9 + J No. 10 + M No. 11 + N No. 12 + O No. 13)
and if not how and in what manner are they different?
whether the said Thomas Hanly did or did not die on
or about the first day of January in the year eighteen
hundred and twenty three, and if not at what time did
he die? — whether the said Mary Hanly was or was
not the widow of the said Thomas Hanly & whether
Sarah Hanly John Hanly Washington Hanly Lucy
Hanly & Mary Hanly junior were not the children of the
said Thomas Hanly at the time of said decease & infants
then and there under the age of twenty one years? and whether
the said Widow & children at the time of the filing of the
petition aforesaid of the said Pascal L. Cerre to foreclose
the said Mortgaged premises at Law as aforesaid & at
the time of foreclosure of the same in manner above-
said, the said widow and Children or any of them had
any interest whatever in the said Mortgaged premises
or any part or parcel thereof? — and if so what that
interest was? — And that the said Pascal L Cerre
may especially set forth & show, whether at the time
of foreclosure as aforesaid the sum of seven thousand
five hundred and ninety one dollars and fifty one cents
was really due and owing to the said Pascal L Cerre
on the Mortgage or obligations set forth in the aforesaid
petition of the said Cerre, and if not what sum was

(101) Continuation of Chancery Cases

102. really due for principal and interest of the said debt so secured by the said Mortgage? and whether the said John Mullanphy has said to him said Cene by the Sheriff of St. Louis county or otherwise that sum on account of the said debt last mentioned and if not what particular sum and what amount of monies has or did the said John Mullanphy pray to him on that account? whether there was any other bidders at the said supposed sale of the Mortgaged premises had on the 9th day of June in the year of 1824 as aforesaid than the said John Mullanphy and the said Pascal L Cene and if so who were such bidders?

And that the said John Mullanphy may especially set forth and shew whether the respective executions in favor of Hunter Peroche Fletcher & Dillon and Hunt against said Rufus Easton were not stated and issued at the respective times herein before and above in that behalf stated by your said Complainants in this Bill of Complaint and if not at what times respectively were they dated and issued? and at what terms of the said Circuit Court at St. Louis county were they respectively made returnable? —

whether the sale of the said lot with the Dillon house
+ so called thereon being as aforesaid was or was not made to the said John Mullanphy on the said several executions before mentioned issued on judgments in favor of the said Hunter Peroche & Fletcher which were younger judgments than the said judgments in favor of the said Patrick McDillon & the said Wilson P. Hunt? and whether the said sale did or did not take place on the twenty second day of December in the year of eighteen hundred and twenty aforesaid and if not when did the sale take place? whether the said judgment in favor of said Dillon against said Easton was or was not older than the two judgments in favor of the said Wilson P. Hunt against said Easton and if not which of the said judgments were the oldest? — whether the said Executions in favor of said Dillon & Hunt were or were not levied upon the same

hundred Arpens of land which belonged to the said Easton situa-
-ted at the Township of St. Ferdinand also on the lots of
(39) 103. ground so purchased as aforesaid by the said Simpson &
Hunt as set forth in their respective deeds exhibited G & H
and also on another lot of ground which at that time belonged
to the said Easton of about three hundred & thirty feet on the
cross street next South of the lot of said Simpson situate
in St. Louis by about one hundred and eighty feet deep being
formerly the residence of the said Easton? and whether the
land and lots were or were not advertised to be sold on the
said executions in favor of the said Dillon & Hunt and
how many executions were there, then in favor of the said
Dillon & Hunt? And where was the said sale appointed
to take place? was it or was it not on the said fifth
day of April in the year of eighteen hundred & twenty one
aforesaid and if not then, at what time was it appointed
to take place as appears by the said advertisements of
the said Joseph C. Brown Sheriff? was not all of the
said property last described as belonging to said Easton
except the aforesaid lot No. 1 having the Dillon house upon
it and the said lot No. 2 having the unfinished stone house
upon it sold by the said Sheriff on the said fifth day
of April 1821? if not when were they so sold? was or was
not the sale of the two last mentioned lots of ground posponed
by order of the Circuit Court of St. Louis County by occasion
and in consequence that the said John Mullanphy had applied
to the said Circuit Court at the time last mentioned for an
injunction or order to stay or stop the sale of the said
lot No. 1 and if not how and by what means was the
said sale at that time posponed? were not the said lots
numbered one and two again advertised and sold as set
forth in the Sheriffs deed to said Simpson and the Sheriffs deed to the said Hunt (exhibited as
above — letters G & H) were they not as fully sold on
the aforesaid execution in favor of the said Dillon as on
the said executions in favor of the said Hunt? At the
time of the sale of part of the lot (to wit, lot number one) to
the said defendant Mullanphy whether either & which of
the said executions in favor of the said Hunt against said

Easton and found upon one of the judgments, Judgments of said Wilson P. Hunt was at that time in the hands of the said Sheriff of the county of St. Louis? were not both of said executions in favor of the said Hunt and against said Easton then in the hands of the said Sheriff of St. Louis County and if not which of said executions was so in the hands of the said Sheriff of St. Louis county?

Whether the money made by the sales of the said property of the said Easton by the levy of the said executions were or were not in favor of the said Hunter Peroche & Fletcher & whether the sales made on these three executions did or did not take place on the twenty second day of December in the year of eighteen hundred and twenty or about that time, — whether the monies so made at that sale were or were not actually paid over by the said Sheriff upon the executions in favor of said Hunter Peroche & Fletcher or on the executions in favor of Hunt or on the execution in favor of Dillon? How much of the said monies was paid over on the said executions and how much and what part on each of the respective executions? were any of the said monies paid over on any one of the executions, if so state which of them? How much of the said monies was paid and appropriated to satisfy the execution in favor of the said Hunter, how much to that in favor of Peroche and how much to that in favor of Fletcher?

Whether the said sum of fifteen hundred and twenty dollars was or was not paid over pro rata on all of the executions six in number against the said Easton and what sum of the last mentioned money was paid over on each of said executions respectively? And whether there was more than eighteen days between the filing of said Petition of said Cerre & the setting of the said Court at the February term of 1823, and on what day of that month was the first Monday of that month?

And more especially that the said John Mullanphy may set forth and discover according to the best of his knowledge and belief the amount of the rents and profits of the said lot number One, on which the Dillon house stands purchased as aforesaid by Robert Simpson including all

of the rents and profits of the said House and lot sepe-
(40) =rately from the other lots and tenements from the time the
105 said John Mullamply took possession thereof as aforesaid
+ + Also the amount of the rents & profits of the said lot num-
=bered two on which the said State warehouse stands
purchased as aforesaid by the said Wilson P. Hunt includ-
=ing all the rents & profits of the said Warehouse and
lot on which it stands separately from the other lots &
tenements belonging to the Mortgaged premises from the
time the said John Mullamply took posession thereof as
aforesaid — also the amount of the rents and profits of
the residue of the Mortgaged premises including all the
rents and profits of the said several parcels of the said
Mortgaged premises as above said, in three separate and
distinct amounts which the said John Mullamply
has received or might have received, or which might
have been received without his wilful default or neglect
from the time the said John Mullamply first entered into
the possession of the said Mortgaged premises as aforesaid.

And that an account may be taken of what if any
thing is due to the said defendant Bene on the said defend-
=ant Mullamply for principal and interest on the aforesaid
Mortgage given by the said Thomas Manly to the said Bene
and that an account may also be taken of the rents and
profits of the said Mortgaged premises which have been pos-
=sessed or received by the said defendants or
by any other person or persons by their order or for their use
or which might without their default or neglect have
been received and that the said John Mullamply and
the said Wolney & Elliott may be compelled by a decree
of this honourable court to pay and satisfy to the said
Pascal L. Bene or his assignee or other representatives
what sum may appear to be due of the principal & interest
on the said Mortgage or that your Orators may be
permitted to redeem the said Mortgaged premises by paying

the amount of the principal debts with the interest thereon which may be found due to the several and respective incumbrancers before mentioned and in that case that the said several defendants may be decreed to deliver up possession of the said Mortgaged premises to your Orator or to such persons as they shall direct free from all incumbrances made by them the said defendants or any of them, or that the amount of principal and interest due on the aforesaid Mortgage given by Patrick M. Dillon to the said Thomas Hanly and by him in his lifetime assigned and transferred to the said John Mullamphy may be applied in part satisfaction of the said debt and interest which may be found to be due to the said Pascal L. Cerre or his representatives on the aforesaid mortgage executed by the said Thomas Hanly and wife to him the said Pascal L. Cerre and in such case that the said defendants may be decreed to deliver up possession of the Mortgaged premises described in the aforesaid Mortgage from the said Dillon to the said Thomas Hanly and also described in the deed aforesaid from said Dillon and wife to the said Rufus Easton which will more fully appear reference being had to the aforesaid exhibit (marked E. N°6) or that the said defendant Mullamphy and the said defendants Holmes & Elliott may be decreed to redeem the aforesaid Mortgaged premises as they stand incumbered by the said Pascal L. Cerre or that the said John Mullamphy may be directed to do the same, that an account may be taken of what if anything is due to the said defendant Mullamphy for principal and interest on the said Mortgage from Patrick M. Dillon to the said Thomas Hanly and that an account may also be taken of the rents and profits of the said Mortgaged premises last mentioned which have been possessed or received by the said defendant Mullamphy or by any person or persons by his order or for his use on which

without his wilful default or neglect might have been re-
(047) ceived and that if it shall appear that the said rents & profits
have been more than sufficient to satisfy the principal &
interest of the said Mortgage last mentioned then that the
residue thereof may be paid over to your Orators and that your
Orators may be permitted to redeem the said Mortgaged premises
last mentioned, your Orator being ready and willing, and
hereby offering to pay what if any thing shall appear
to remain due in respect of the principal and interest on
the said Mortgage last mentioned, & that the said defendants
may be decreed to deliver up the said Mortgaged premises last
mentioned to your Orator or to such person as they shall direct,
free from all incumbrances made by them the said defendants
or any of them, and may also deliver over to your
Orator all deeds or writings in their custody or power
of all either or any of the said defendants relating to the
said Mortgaged premises. That the title to the said
lots of ground may be examined by this honorable court &
that upon the payment to the said McCamply of the
Mortgage money and interest then they the said John
McCamply & Pascal L. Cerre or such of them as shall
appear to this court to have in and to the said lots of ground or
either of them an indefeasable Estate in fee simple free of
incumbrances be adjudged and ordered by a decree of this court
to convey the said lots respectively to your complainants ac-
cording to their respective and several or sole rights afore-
said in fee simple that is to say that portion of ground with
the tenements bounded on the South by the cross street next
South thereof on the north by a lot lately claimed by Thomas
Hanly on the East by the river Mississippi on the west by
a lot advertised by the Sheriff as lot No 1 on which lot
No 1 is the Dillon house so called, the said westerm bound-
ary being seventy nine feet upon the principal or main
Street in St. Louis and parallel to it & runs thirty nine
feet wide to the river Mississippi and has a large stone

building upon the lot which was caused to be erected by said Rufus Easton and is the same house and lot which Joseph C. Brown as Sheriff of Saint Louis County conveyed under the description of lot number 2 to Wilson P. Hunt by Sheriffs deed dated 29 May 1821 recorded in the St. Louis records in Book K. page 240 to your complainant Wilson P. Hunt his heirs and assigns — and that portion bounded, beginning at the south west corner of the lot and house called the Dillon house, thence running northwardly on the eastern line of Main Street thirty five feet, thence turning a right angle and running Eastwardly parallel with the cross Street which is the Southern boundary of said lot seventy five feet thence turning a right angle and running Southwardly parallel with the western boundary of the said lot to the said cross Street which is the Southern boundary thereof and thence westwardly seventy five feet to the place of beginning with the tenements to the said Robert Simpson his heirs and assigns forever and that the titles to the said first lot mentioned invested by the decree of this court in the said Wilson P. Hunt his heirs and assigns forever and that the title of the said last mentioned lot by a like, in the said Robert Simpson his heirs and assigns forever, or in case it should be adjudged by this honorable court that the right of the redemption of the said mortgaged premises all or any part thereof is in your Complainant William Russell as assignee of the said Easton, Hunt or Simpson or all or any of them at the time of the decree herein to be made, then in such case it be adjudged ordered and decreed by this honorable Court that the said Mullanphy and Benoist convey as aforesaid the said two lots to the said complainant William Russell his heirs and assigns forever, or that the title of the said mortgaged premises be vested by a decree of this court in the said William Russell his heirs and assigns forever free and clear of all incumbrances, and that in the mean

time the injunction heretofore granted in this case as to the
(40) said Plaintiff Wilson P. Hunt be continued and that the
said injunction as to the said Plaintiff Robert Simpson
be reinstated by this honorable court, or that other and
further writs of injunction be granted in favor of the said plain-
=tiffs or that of any of them directed to the said defendants
all or any of them to be issued out of this honorable court
restraining the said defendants McClanahy and Bent from
proceeding at law against your said Complainants touching
the matters aforesaid under the Seal of the said court, and
further that some proper person may be appointed by this
honorable court to receive the rents and profits of the afore-
=said described and mortgaged premises, and of all & every of
the different parts and parcels thereof and that the said
defendants may be directed to deposit all the title deeds
writings and evidence relating to the said Mortgaged pre-
=mises and also relating to the different parts and parcels
thereof in the hands of the clerk of this honorable
court and that your said Complainants may generally have
such other and further relief in the premises as the nature
of this case shall require and as to this honorable court
may seem meet: And that the court may grant unto
the said Complainants the writ or writs of Summons to
be directed to the several defendants, Commanding them
and every of them at a certain day and under a certain
pain therein to be specified personally to be and
appear in this honorable court and then & there to
answer all and singular the premises aforesaid and to
stand to perform and abide such order direction and
decree therein as to this court shall seem meet,—
And your Complainants shall ever pray.

R. Livingston Jun
Complainants

Exhibit A No 1

(~~45~~) 110. This Deed made this nineteenth day of September in the year of our Lord one thousand eight hundred & seventeen by & between Pascal Leon Cerre & Therese Louisa Lamy his wife of the Town of St. Louis in the Territory of Missouri of the one part & Thomas Hanly of the same place of the other part witnesseth That the said Pascal L. Cerre and wife for & in consideration of Ten dollars to them in hand paid by the said Thomas Hanly the receipt whereof they do hereby acknowledge & the said Thomas Hanly of the payment thereof released have granted bargained & sold & quit claimed & by these presents do grant bargain sell & quit claim unto the said Thomas Hanly & to his heirs & assigns forever all the rights titles interest property estate & demand of them the said Pascal L Cerre & wife to a certain lot of ground situated in the Town of St. Louis which the said Pascal L. Cerre acquired by inheritance from his late mother Catherine Giard deceased, bounded on the west by Main Street in the said Town of St. Louis which seperates the said lot from that now in the possession of Thomas Brady which he claims and on which he lives, to the north by a cross street running to the River Mississippi & which seperates the said lot from that of Sampson Fur on the east by the Bank of the said River Mississippi, and to the south by another cross street running to and from the said river Mississippi & which seperates the said lot of ground from that of Pierre Chouteau Senior, and the said lot of ground hereby conveyed is supposed to contain about two hundred and forty feet French French Measure in front to the west on the said Main Street and about one hundred & fifty feet French measure in depth from the front to the River Mississippi as it is in size, be the same more or less. To have & to hold the said lot of ground above described as conveyed & as the same is as to title & size unto him the said Thomas Hanly his heirs and assigns & to his & their only use benefit & behoof forever, and at the entire risk & hazzard of him the said Thomas Hanly his

111. heirs & assigns who covenants grants and agrees with the said Pascal L Cerre & his heirs & other representatives that he said Thomas Hanly has visited & seen & examined the said lot of ground hereby sold as above described, & also visited & seen & examined all the Title papers and the records relating thereto at the Recorders office for Recording of Deeds kept by the clerk of the Circuit Court of the County of St. Louis in the said Town of St. Louis, in virtue of which the said Pascal L Cerre claimed the said lot of ground as above described at the delivery of this deed & acknowledged himself entirely satisfied therewith so that if the title of the said Cerre & wife should fail to the said lot of ground above intended to be granted & conveyed on to any part thereof, he the said Thomas Hanly his heirs or assigns shall not have any recourse whatever either in Law or Equity against them the said Pascal L. Cerre & wife their heirs or other representatives for any damages whatsoever on account of this the covenants contained in this deed — But the said Pascal L Cerre for the consideration above mentioned covenants and agrees with the said Thomas Hanly his heirs & assigns the title to the said lot of ground against him said Pascal L. Cerre & his wife, his and their heirs and from all persons lawfully to claim the same under them, will to the said Thomas Hanly his heirs and assigns forever warrant & defend by this deed. In witness whereof the parties have hereunto interchangeable set their hands & seals the day & year in that behalf above written

Signed sealed & delivered in presence of the undersigned witness

Cerre (Seal)

Therese L. Lamy (Seal)

Th: Hanly (Seal)

Sl Lawless

Be it remembered that on the eighteenth day of September in the year 1817 came before me F: M: Guyol one of the Justices of the Peace for the County of St. Louis Territory of Missouri the within named Pascal L. Cerre & Therese Louise Lamy his wife

(~~111~~) 112

known to me to be the persons described in and who have executed the within deed & acknowledged that they severally signed sealed & delivered the said deed for the use and purposes therein mentioned; And the said Therese Louise Lamy being by me primitely examined apart from her said husband acknowledged that she executed the said deed freely without any fear of compulsion of her said husband, all which I do accordingly certify according the Statute in such case made and provided

Given under my hand & seal the same date ~~the same date~~ above written

F M Guyol as J P Seal

Recorded this 20th day of September 1817

M P Le Duc Eff Recorded by
A S McGirk D Eff Recorder

State of Missouri
County of St. Louis } Set

I Archibald Gamble clerk of the Circuit Court within and for the county of St. Louis do certify the above & foregoing instrument of writing to be a true copy of a deed on instrument of writing Cerre & wife to Thomas Hanly as on record in my Office. Given under my hand this 27th day of September 1821

Archibald Gamble Clerk

Exhibit B No. 2.

This Deed of Mortgage made this nineteenth day of September in the year of our Lord one thousand eight hundred & seventeen by & between Thomas Hanly & Mary his wife of the Town of St. Louis in the territory of Missouri of the one part, & Pascal Leon Cerre of the same place of the other part Witnesseth That the said Thomas Hanly & wife, for & in consideration of ten dollars to them in hand paid by the said Pascal L. Cerre, the receipt whereof they do hereby acknowledge, and him the said Pascal L. Cerre of the payment thereof, discharged & released, have granted bargained & sold, and by these presents do grant bargain and sell unto the said Pascal L Cerre & to his heirs & assigns forever, all the rights, title interest property, estate & demand of them the said Thomas Hanly & wife to a certain lot of

113. ground situate in the Town of St. Louis which they acquired by deed of Conveyance of this date from the said Pascal L. Cerre & wife bounded on the West by Main Street in the said Town of St. Louis which Separates the said lot from that now in the possession of Thomas Brady on which he lives to the North by a cross Street running to River Mississippi, and which Separates the said lot from that of Silvestre Labadie on the East by the Bank of the said River Mississippi and to the South by another cross Street running to & from the said River Mississippi which Separates the said lot of ground from that of Pierre Chouteau Senior, and the lot of ground hereby mortgaged is supposed to Contain about two hundred & forty feet French measure in front to the West on the said Main Street & about one hundred & fifty feet perch measure in depth from the front to the River Mississippi as it is in size be the same more or less. To have and to hold the said lot of ground above described as the same is to belong & appertain unto him the said Pascal L. Cerre his heirs and assigns and to his and their only use benefit & behoof forever. Provided that this Deed of Mortgage is made upon this express Condition that if the said Thomas Hanly his heirs executors Administrators or assigns shall & do well and truly pay discharge & satisfy or cause the several days & times that the same respectively become due the several original obligations made and executed by the said Thomas Hanly to the said Pascal L. Cerre of which the following are copies to wit, $. 700. On the twentieth day of September one thousand eight hundred & Eighteen I promise to pay Pascal Leon Cerre or order Seven hundred dollars value received St. Louis 19th September 1817.

Thomas Hanly (Seal)

$. 700. On the twentieth day of September one thousand eight hundred and nineteen I promise to pay Pascal Leon Cerre or order Seven hundred dollars value received, St. Louis 19th September 1817

Thos Hanly (Seal)

$. 700 On the twentieth day of September one thousand eight hundred and twenty I promise to pay Pascal Cerre or order Seven hundred dollars value received, Saint Louis 19th September 1817

Thos Hanly (Seal)

5

114 (45) $.700 On the twentieth day of September One thousand eight hundred and twenty one I promise to pay Pascal Cerre on order seven hundred dollars value received. Saint Louis 19th September 1817 Thos Hanly (Seal)

$7,000 On the twentieth day of September One thousand eight hundred & twenty two I promise to pay Pascal Leon Cerre on order seven thousand dollars value received, St Louis 19 September 1817 Thomas Hanly (Seal)

Then this deed of Montgage shall become null & void & be of none effect in Law or equity, otherwise to be and remain in full force & effect to secure the payment of the said several obligations with interest damages cost and expenses accruing or arising thereon according to the Statute in such cases made and provided. In witness whereof the said Thomas Hanly & wife do hereunto set their seals and sign their hands the day year in that behalf above written

Signed sealed & delivered in presence of the undersigned
Witness L E Lawless

Thos Hanly (Seal)
Mary Hanly (Seal)
Cerre (Seal)

Be it remembered that on the 19th day of September in the year 1817 came before me Jeremiah Connor one of the Justices of the Peace for the County of St Louis, Territory of Missouri the within named Thomas Hanly and Mary his wife known to me to be persons described in and who have executed the within deed & acknowledged that they severally signed sealed & delivered the said Deed for the uses and purposes therein mentioned, and the said Mary being by me privately examined apart from her said Husband, acknowledged that she executed the said Deed freely and without any fear or compulsion of her said husband, all which I do accordingly certify according to the Statute in that case made & provided

Jerah Connor (Seal)
Justice of the Peace

Recorded this twentieth day of September 1817
M P Leduc Eff Recorder by
A J McGirk D Eff Recorder

I acknowledge satisfaction for the two first notes mentioned in the within Montgage. Witness my hand & seal this seventh day of September eighteen hundred & nineteen
Teste John C. Long D. Clk: Cerre

115. I acknowledge satisfaction for the note of $.700 due Sept. 20th 1820 witness my hand and seal this 17th of November 1820

Witness A. Gamble Clerk

Cerre Seal

State of Missouri
County of St. Louis } Set

I Archibald Gamble clerk of the circuit court for the County of St. Louis do certify that the above & foregoing are true copies of the deed or instrument of writing & receipts thereto annexed as on record in my office. Thomas Hanly & wife To Pascal L. Cerre.

Given under my hand at St. Louis this twenty seventh day of September one thousand eight hundred & twenty one

Archibald Gamble Clerk

Exhibit C No. 3.

This Deed made this twenty second day of June in the year of our Lord one thousand eight hundred and eighteen, Witnesseth, That Thomas Hanly of the Town of St. Louis in the Territory of Missouri & Mary his wife, for and in consideration of the sum of three thousand five hundred dollars to them in hand paid by Patrick M Dillon of the Town and territory aforesaid, the receipt whereof they do hereby acknowledge, have granted bargained and sold & by these presents do grant bargain & sell unto the said Patrick M. Dillon his heirs & assigns forever, a certain piece or parcel of ground situate lying & being in the Town of St. Louis aforesaid, bounded on the west by Main Street, on the South by a cross Street running to & from the river Mississippi & which separates the same from that of Pierre Chouteau, on the East by the river Mississippi & on the North by the ground of the said Thomas Hanly, Containing thirty five feet English measure on said Main Street and about one hundred and fifty feet French measure in depth from said Main Street to the said river Mississippi, as it is in size, be the same more or less. Being the southern part of a lot of ground purchased by the said Thomas Hanly from Pascal L. Cerre and wife by Deed bearing date the nineteenth day of September

(146) eighteen hundred & Seventeen, recorded in the Office of the Recorder for the said County of St. Louis Book F page 405.

To have & to hold the said granted premises with the appurtenances unto the said Patrick M. Dillon his heirs and assigns, and to his and their only proper use and behoof forever, — And the said Thomas Hanly & wife, for the consideration above named, hereby Covant & agree to and with the said Patrick M. Dillon, the title to the aforesaid granted premises, to warrant and forever defend

In Testimony whereof the said Thomas Hanly and wife do hereunto set their hands and seals the day and year first above written

Th: Hanly (Seal)

Mary Hanly (Seal)

Signed sealed and delivered in presence of

L. E. Sanders

J. V. Garnier

Territory of Missouri
County of St. Louis } ss

Be it remembered that on the twenty sixth day of June in the year eighteen hundred & eighteen, before the Subscriber a Justice of the Peace in & for the Township of St. Louis in the County aforesaid, personally appeared Thomas Hanly & Mary his wife who acknowledged the aforegoing deed on instrument of writing to be their act and deed for the purposes therein mentioned, And the said Mary Hanly being by me examined seperately and apart from her said Husband doth make her free and voluntary acknowledgment that she is well acquainted with the contents hereof & that she executed the same without being compelled or induced thereto by her love for her said husband or the fear of his displeasure, In testimony whereof I have hereunto set my hand & seal the day and year aforesaid

J. V. Garnier J. P. (Seal)

Territory of Missouri
Saint Louis County } ss

I do hereby certify the within Instrument of writing to be truly Recorded Book G Page 290 this 28th day of July Eighteen hundred and Eighteen

A Gambus Clerk

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Exhibit D. N.º 4.

This deed of mortgage made this twenty second day of June in the year of our Lord one thousand eight hundred & eighteen witnesseth that Patrick M. Dillon of the Town & County of Saint Louis in the Territory of Missouri as made for the better securing of the payment of the sum of Two thousand six hundred & twenty five dollars lawful money of the United States of America secured to be paid by the said Patrick M. Dillon to Thomas Hanly herein after named as follows to wit by one note of hand bearing even date herewith payable in twelve months from the date thereof for eight hundred & seventy five dollars without interest, and one other note of hand of like even date payable in four years after date for seventeen hundred & fifty dollars with interest at ten per centum per annum payable annually, as for the further sum of one dollar to him in hand paid by Thomas Hanly of the Town and County & Territory aforesaid, the receipt whereof he doth hereby acknowledge hath granted bargained and sold, and by these presents doth grant bargain and sell unto the said Thomas Hanly his heirs & assigns forever a certain piece or parcel of ground situate lying lyeing and being in the Town of St. Louis aforesaid, bounded on the west by Main Street & on the South by a cross Street running to & from the River Mississippi and which seperates the same from ground of Pierre Chouteau on the East by the river Mississippi and on the North by other ground of the said Thomas Hanly, containing thirty five feet English measure on said Main Street and about one hundred and fifty feet french measure in depth from said Main Street to the said River Mississippi as it is in size, be the same more or less, being the Southern part of a lot of ground purchased by the said Thomas Hanly from Pascal L. Cerre Vaisse by deed bearing date the nineteenth day of September eighteen hundred & seventeen, recorded in the office of the Recorder for the said County of St. Louis Book F

(~~47~~) 118. page 405 and by said Deed bearing date this day granted by the said Thomas Hanly and Wife to the said Patrick M Dillon To have and to hold the said described granted premises to the said Thomas Hanly his heirs and assigns to his and their only proper use and behoof forever provided always nevertheless and it is the true intent & meaning of these presents and the parties thereunto that if the said Patrick M Dillon shall well and truly pay or cause to be paid to the said Thomas Hanly his heirs or assigns the several sums above mentioned at the time or times and in the manner aforesaid without trouble or delay then this deed of Mortgage shall be void and of no force and effect either in law or Equity

In testimony whereof the said Patrick M Dillon has hereunto set his hand and seal the day and year first above written

P. M Dillon Seal

Signed Sealed and delivered in presence of. Note, The ninth line first page inserted before signing and delivery of the presents

L Lawless J V Garnier

Territory of Missouri } Set
County of S Louis } Be it remembered that on the twenty sixth day of June in the year Eighteen hundred and eighteen before the undersigned a Justice of the Peace in and for the Township of S Louis in the County aforesaid personally appeared Patrick M Dillon and acknowledged the aforegoing instrument of writing or Deed of Mortgage to be his act and Deed for the purposes therein mentioned.

In testimony whereof I have hereunto set my hand & seal the day and year first above written

J V Garnier J. P. Seal

Recorded this 16th October 1818

A Gamble Clerk

State of Missouri }
County of S Louis } I Archibald Gamble Clerk of the Circuit Court for the County of S Louis do hereby certify the foregoing to be a true copy of the Record in my Office Book H. page 9 & following

Given under my hand and seal at Office this 21st day of October 1820 Archibald Gamble Clerk

Exhibit III No 5

Whereas Thomas Hanly hath this day conveyed transfered & assigned to John Mullauphy or order for value received a certain Note of the sum of One Thousand and fifty dollars dated the 22d day of June One Thousand eight hundred and eighteen payable twelve Months after date executed by Patrick M Dillon to him Thos Hanly or order, Now Know all men by these presents that Thomas Hanly & Mary his Wife of the town & county of St Louis Territory of Missouri in order to secure more effectually to the said John Mullauphy or his order the payment of the aforesaid note or sum of One Thousand & fifty dollars to the day and time above mentioned as well for & in consideration of the sum of One dollar to them in hand well and truly paid at and before the ensealing & delivery of these presents by the said John Mullauphy of the town county and Territory aforesaid the receipt whereof is hereby acknowledged. They the said Thomas Hanly and Mary his Wife have given granted bargained and sold conveyed and assigned, as by these presents they give grant bargain & sell convey and assign to the said John Mullauphy his heirs or assigns the just and indivisible two fifths of all their rights titles & interests in a certain deed or Mortgage executed to them by Patrick M Dillon for the sum of two Thousand six hundred and twenty five dollars dated the 2d day of June eighteen hundred and eighteen and recorded in the Office of the Clerk of the Circuit Court of the County of St Louis Book A page (9) nine and by which Deed is specially Mortgaged a certain peice of ground situated in St Louis bounded westwardly by first Main Street Southwardly by a cross Street running to and from the Mississippi and which seperates the same from ground of Peter Chouteau Eastwardly by the River Mississippi and Northly by other ground belonging to said Thomas Hanly containing thirty five feet English measure on said first Main Street and about One hundred and fifty feet French measure in depth from said Main Street to the said River Mississippi as it is in size be the same more or less being the southern part of a lot of ground purchased by the said Thomas Hanly from Pascal Leonberre and Wife by Deed bearing date the nineteenth day of

September one thousand eight hundred and seventeen, conveyed by said
(48) Thomas Manly & wife to said Patrick M. Dillon by Deed bearing
120 date the 22nd day of April one thousand eight hundred & eighteen.
To have and to hold the said just and undivided two fifths of
said Mortgage hereby granted or intended so to be unto the said
+ John McClanahy his heirs and assigns to his or their only proper
use and behoof forever, and under the privileges conditions
and reservations mentioned and expressed in the aforesaid deed
of mortgage executed by Patrick M. Dillon; Provided always
nevertheless that if the said note of one thousand fifty dollars
is well and truly paid unto the said John McClanahy his executors
administrators or assigns by the said Patrick M. Dillon or Thomas
Manly on the day and time herein before mentioned & appointed
for payment thereof according to the conditions of the said recited
note without any further delay and without any de-
duction defalcation or abatement to be made of any thing
for or in respect of any Taxes Charges or assessments whatsoever
then and from thenceforth as well this present transfer & assignment as
the said recited note shall cease determine and become absolutely
null and void to all intents and purposes, any thing herein before
contained to the contrary in any wise notwithstanding —
In witness whereof the said Thomas Manly and Mary his wife
have hereunto set their hands and seals this thirteenth day
of April one thousand eight hundred & nineteen

Signed sealed and delivered
in presence of
F. M. Guyol

Th. Manly Seal
Mary Manly Seal

Territory of Illinois
County of St. Louis } ss

Be it remembered that
On the Thirteenth day of April in the Forty third year of the Independ-
ence of the United States of America A. D. one thousand eight
hundred and nineteen, before me Francis M. Guyol one of the
Justices of the peace within and for the county of St. Louis aforesaid
personally appeared the within named Thomas Manly & Mary his wife
who acknowledged the foregoing instrument of writing to be their
and each of their act and deed hand and seal for the purposes

therein contained, and the said Mary wife of the said Thomas Hanly being first apart and seperately from her aforesaid husband and by me examined acknowledged that she signed the same freely voluntarily without fear restraint constraint or undue influence of her aforesaid husband, In testimony whereof I have hereunto set my hand and affixed my seal at St. Louis on the date in this behalf before written

F. M. Guyol (Seal)

Recorded May 7. 1819

Archibald Gamble Clerk

State of Missouri
County of St. Louis } Sct.

I Archibald Gamble clerk of the Circuit court for the County of St. Louis. do certify the above and foregoing to be a true copy of a deed or instrument of writing on record in my office Thomas Hanly and wife to John Mullanphy — Given under my hand this twenty seventh day of September one thousand eight hundred and twenty one

Archibald Gamble Clerk

Exhibit F No. 6

This Deed made this twenty first day of May in the year of our Lord one thousand eight hundred and nineteen, Witnesseth, That Patrick M. Dillon of the town of St. Louis in the Territory of Missouri and Anne T. Dillon his wife for and in consideration of twelve thousand dollars to them in hand paid by Rufus Easton of the same place the receipt whereof they do hereby acknowledge and release the said Rufus Easton from any further payment thereof, Do grant bargain and sell unto the said Rufus Easton and to his heirs and assigns forever a certain lot or ~~parcel~~ piece of ground and the land it contains situate and being in the Town of St. Louis aforesaid, bounded on the west by main street, on the south by a cross street running to and from the river Mississippi and which street seperates this lot from that formerly owned by Pierre Chouteau, On the East by the river Mississippi and on the North by the ground of Thomas Hanly, which lot contains thirty five feet English measure on said Main street and about one hundred and fifty feet French measure in depth from said Main street to the said river Mississippi as it is in size he ~~the same more or less — being the southern part of a lot of ground purchased by the said Thomas Hanly from [illegible]~~

(49)
122.

the same more or less, — being the southern part of a lot of ground pur-
=chased by the said Thomas Hanly from Pascal L. Cerre Sheriff
by deed bearing date the nineteenth day of September eighteen hun-
=dred and seventeen recorded in the office of the Recorder for the
said County County of St. Louis Book E page 405. and the present
thereof upon which the said Patrick M. Dillon has erected a
two story Brick house And Lime Kiln — To have and to hold
the said granted premises And lot or piece of ground as above des-
=cribed with the tenements and appurtenancy to the same be-
=longing unto the said Rufus Easton his heirs and assigns, &
to his and their only use forever. And the said Patrick M.
Dillon for himself and his heirs for the Consideration above
mentioned Covenants with the said Rufus Elton his heirs & assigns
the title to the piece of ground with the appurtenancy above
granted & conveyed to warrant and defend against the claims
and demand and of all persons whomsoever unto the said Rufus
Easton his heirs and assigns forever — In witness whereof the said
Patrick M. Dillon & wife have hereunto set their hands and seals the
day and year first above written

Patrick M. Dillon (Seal)
Ann T. Dillon

Signed sealed & delivered
in presence of
P. Quarles
A Gamble

Territory of Illinois
County of St. Louis } ss.

This day personally
appeared before me the Clerk of the Circuit Court for the County
aforesaid the within named Patrick M. Dillon and acknow-
=ledged the within deed or instrument of writing to be his act & deed
Hand and Seal for the purposes therein mentioned. Given
under my hand and seal of Office at St. Louis this twenty second
day of May eighteen hundred and nineteen

Archibald Gamble Clk

Territory of Illinois
County of St. Louis } ss.

I do hereby certify the foregoing instrument
in writing to be truely recorded May 22d. 1819 Book H. page
335 and following

Archibald Gamble Clerk

Territory of Missouri, St Louis County June 29. 1820 This day Ann T. Dillon being by me (one of the Judges of the Superior Court of this Territory) first made acquainted with the contents of the foregoing instrument of writing and then examined separate & apart from P. M. Dillon her husband acknowledged that she had executed the same voluntarily & without compulsion on the undue influence of her said husband — Given under my hand the day and year above written Alexr Stuart.

Territory of Missouri County of St Louis } I do hereby certify the within acknowledgement of Ann Dillon to be truly recorded in my Office Book II Page 353 this 9th day of August 1820

Archibald Gamble Clk

Exhibit A No. 7.

To all to whom these presents shall come, I Joseph C. Brown Sheriff of the County of St. Louis in the State of Missouri, send Greeting whereas certain executions issued from the clerks office of the circuit court within and for the county of St. Louis returnable to the term of the said Court in the year of our Lord eighteen hundred and twenty one against Rufus Easton, to wit, one in favor of Patrick M. Dillon and two others in favor of Wilson P. Hunt, — The said Executions being directed to the Sheriff of the County of St. Louis and to me the said Sheriff delivered, a copy of which said Executions is hereunto annexed and makes a part and parcel of this deed, by virtue of which said Executions I the said Sheriff on the 9th day of March in the year of our Lord eighteen hundred and twenty one did levy and seize all the right title claim, interest & property of the said Rufus Easton in and to a certain lot or parcel of ground situate on Main Street in the Town of St. Louis, bounded South by a cross street which seperates it from P. Chouteau, west by first Main street, North by Hanly's lot & east by a lot purchased on the same day with the sale of this lot by Wilson P. Hunt, this lot is the same called lot No. 1 in the advertisement of the premises & contains thirty=

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five feet on Main Street more or less and running toward the river seventy five feet upon it, the lot stands the large brick building (called Dillons house) the same being advertised agreeably to Law as will appear from the copy of the advertisement hereunto annexed, and which also makes a part and parcel of this deed, by virtue of which said Executions and advertisements I did on the thirteenth day of April in the year of our Lord eighteen hundred and twenty one agreeably to the advertisement thereof at the court house door during the sitting of the said Court expose to Public sale for ready Cash all the right title claim interest and property of the said Rufus Easton in and to the premises and Robert Simpson being the highest & last bidder for the same at the sum of three hundred dollars.

Now therefore know ye that I Joseph C. Brown Sheriff as aforesaid and for and in consideration of the sum of three hundred dollars to me in hand paid by the said Robert Simpson, the receipt whereof I do hereby acknowledge, and by virtue of the authority in me vested by law I do hereby transfer and assign to him the said Robert Simpson & his heirs and assigns all the right title claim interest and property of him the said Rufus Easton in & to the aforesaid premises* to him the said Robert Simpson & his heirs & assigns forever. In witness whereof I Joseph C. Brown Sheriff of the County of St. Louis have hereunto set my hand & seal on this 10th day of May in the year of our Lord eighteen hundred & twenty one & of the Independence of the United States the forty fifth.

Signed sealed & delivered in the presence of

Js. C. Brown Shff (Seal)

* that I might sell agreeably to law as sheriff aforesaid by virtue of the aforesaid Executions and advertisements to have and to hold the said premises

By virtue of three writs of Execution to me directed from the circuit court of St. Louis county returnable to the April term of said Court 1821 which said Court is now in session against Rufus Easton, two in favour of Wilson P. Hunt & one in favour of Patrick M. Dillon on which executions certain property was advertised to be sold on Thursday the 5th April instant, and part thereof was sold according to the advertisement thereof and the sale of the balance of said property advertised was suspended by order of Court, the said balance of

125. said property remaining unsold is as follows, to wit, one lot of ground and the improvements thereon lying in the town of St. Louis bounded about thirty five feet in pont on main street & running from said main street Eastwardly to the river Mississippi, bounded on the South by a cross street which separates it from a lot of Pierre Chouteau Sr. on the East by the river Mississippi on the North by a lot lately on now owned by Thomas Hanly, by request of the said defendant the said lot will be divided into two separate lots the first to pont the whole width of said lot on said main street to run eastwardly seventy five feet on which span stands a large Brick building (called the Dillon house) to be called lot No. 1 the balance of said lot to be called lot No. 2. to include the balance of said lot to pont on the river Mississippi about thirty five feet & run westwardly to lot No. 1 which will include a large Stone building unfinished the said divisions will be sold as two lots separately & also one other lot & buildings lying in the town of St. Louis bounded on the East by third main street one hundred and eighty five feet on the north, 100 feet by a cross street which separates it from a lot of R. Simpson on the west by another lot of said Easton on the south by a lot of Colo. Hammond also one other lot bounded Eastwardly by the last described lot northwardly by said cross street west by a lawn lot of said Easton South by the lots of Hammond Irwin & Smith containing about two hundred and thirty feet ponting on said cross street by 185 feet deep southwardly and also one other lot of ground bounded Eastwardly by the last described lot, north by a cross street west by the lots of Madame Larrue & Wilson P. Hunt South by a cross street which separates it from a lot of P. Quarles to be divided into and sold in lots of sixty feet ponting ~~ponting~~ north & south on each of said cross streets, running half depth of the whole lot, a plat of all the proposed divisions will be exhibited on the day of sale of said lots which will be made on Monday the 30 day of April inst. at the Court house door in the town of St. Louis to the highest bidder for cash to satisfy the said Executions and costs, all the right title interest and claim of the said Rufus Easton the said lots will be sold by the number marked on the proposed plat of divisions sale will be made between the hours of 9 o clock A.M. & six P.M. of said day. St. Louis April 7. 1821. Isaac C. McGirk D. Sff:

a copy J. C. Brown Shff: for Jos. C. Brown Shff:

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(54)

County of St. Louis, S.S. The State of Missouri to the Sheriff of the county of St. Louis greeting — Whereas Patrick M. Dillon at our Circuit Court before our Judge thereof recovered against Rufus Easton the sum of one thousand and thirty six dollars and fifty cents for his damages by him sustained by reason of the non performance of certain promises and undertakings in his declaration mentioned together with his cost and charges by him about his suit in that behalf expended, whereas to the said Patrick M. Dillon were adjudged as appears to us of record. — These are therefore to command you, that of the goods & chattles lands & tenements of the said Rufus Easton in your bailiwick, you cause to be made the aforesaid damages and costs, and that you have the same before the judge of our said Court on the first Monday of April next, to render to the said Patrick M. Dillon the damages & costs aforesaid. — And for want of sufficient goods and chattles lands & tenements whereon to levy and make the same we command you to take the said Rufus Easton if he be found in your bailiwick & him safely keep so that you may have his body before the same judge on the said first Monday of April to satisfy the said Patrick M. Dillon of the aforesaid damages and costs, and that you certify to our said Judge how you execute this writ & have you then there this writ

Witness Archibald Gamble Clerk of our said Court at St. Louis this twenty eighth day of February in the year of our Lord One thousand eight hundred & twenty one and of our independence the Forty fifth

Archibald Gamble Clerk

(Seal) a copy Jos. C. Brown Shff (Seal)

The State of Missouri
County of St. Louis S.S. To the Sheriff of the county of St. Louis greeting, whereas Nelson P. Hunt at our Circuit Court before our judge thereof recovered against Rufus Easton the sum of three thousand six hundred and twenty six dollars

127 and thirty three cents for his damages by him sustained by reason of the non performance of certain promises & undertakings in the declaration mentioned and also his costs and charges by him about his suit in that behalf expended, — which to the said Wilson P. Hunt were adjudged as appears to us of record. These are therefore to command you that of the goods and chattles lands and tenements of the said Rufus Eastern in your bailiwick you cause to be made the aforesaid damages and costs, and that you have the same before the judge of our said Court on the first Monday of April next to render to the said Wilson P. Hunt the damages and costs aforesaid. — And for want of sufficient goods and chattles, lands & tenements whereon to levy & make the same, we command you to take the said Rufus Easton if he be found within your bailiwick, and him safely keep, so that you may have his body before the same judge on the said first Monday in April to satisfy the said Wilson P. Hunt of the aforesaid damages & costs, and that you certify to our said judge how you execute this writ. and have you then

Witness Archibald Gamble Clerk of our said court at St. Louis this nineteenth day of December in the year of our Lord one thousand eight hundred & twenty & of the independence of the United States the forty fifth

Archibald Gamble (Seal)

(Seal)

A copy J. C. Brown Shff

County of St. Louis s.s. The State of Missouri to the Sheriff of the County of St. Louis greeting: — whereas Wilson P. Hunt at our circuit court, before our judge thereof, recovered against Rufus Easton the sum of six thousand four hundred and forty eight dollars & eighty cents for his damages by him sustained by reason of the non performance of certain promises & undertakings in the declaration mentioned, and also his costs and charges by him about his suit in that behalf expended — which the said Wilson P. Hunt were adjuged as it appears to us of record: These are therefore to command you as we have heretofore commanded you,

128 (~~52~~) that of the goods & chattels lands & tenements of the said Rufus Easton in your bailiwick you cause to be made the aforesaid damages and costs and that you have the same before the Judge of our said Court on the first Monday of April next to render to the said Wilson P. Hunt the damages and costs aforesaid and for want of sufficient goods & chattels lands & tenements whereon to levy and make the same we command you to take the said Rufus Easton if he be found in your bailiwick and him safely keep so that you may have his body before the same Judge on the said first Monday of April to satisfy the said Wilson P. Hunt of the aforesaid damages and costs and that you certify to our said Judge how you execute this Writ, and have you then there this Writ: Seal Witness Archibald Gamble Clerk of our said Court at St Louis this nineteenth day of December in the year of our Lord One Thousand eight hundred and twenty and of our Independence the forty fifth

A true Copy. J C Brown Shff. Archibald Gamble Clerk

State of Missouri } Sct
County of St Louis }

Be it remembered that heretofore to wit on the tenth day of May in the year of our Lord One Thousand Eight hundred and twenty One. Joseph C Brown Sheriff of the County of St Louis acknowledged the Execution of the within deed from him as Sheriff to Robert Simpson and that he signed sealed and delivered the same for the purposes therein mentioned, which said acknowledgement was entered on the Records of the Court of that day Seal Given under my hand and seal of Office this second day of June in the year One Thousand Eight hundred and twenty One

State of Missouri } Sct. Archibald Gamble Clerk
County of St Louis }

I do hereby certify the within Deed to be truly recorded in my Office Book K page 270 and following this 9th day of August 1821 Archibald Gamble Clerk

Exhibit H No 8

To all to whom these presents shall come — I Joseph C Brown Sheriff of the County of St Louis in the State of Missouri send Greeting Whereas certain Executions issued from the Clerk's office of the Circuit Court within and for the County of St Louis, returnable to April term of the said Court in the year of our Lord Eighteen hundred and twenty one in favor of Wilson P. Hunt against Rufus Easton the said Executions being directed to the Sheriff of the County of St Louis and to me the said Sheriff delivered a copy of which said Executions is hereunto annexed and makes a part & parcel of this deed by virtue of which said Executions I the said Sheriff on the month of May in the year of our Lord Eighteen hundred and twenty One did levy and seize all the right title claim interest & property of the said Rufus Easton to the following described property amongst other property to wit

129 One lot in the town of S Louis bounded on the South by the cross street next South by Thomas Hanly on the East by the River Mississippi on the West by a lot advertised as No 1 with the Dillon House, this said Western boundary being seventy five feet from Main Street & parallel to it & bounded on the North by Thomas Hanly's lot. the lot intended to be described is thirty five feet more or less & is numbered in the annexed advertisement as lot No 2 with a large stone building on it unfinished, the same being advertised agreeably to law as will appear from the copy of the advertisement hereunto annexed and which also makes a part & parcel of this Deed by virtue of which said Executions and advertisement I did on the 30 day of April in the year of our Lord Eighteen hundred & twenty one agreeably to the advertisement thereof, at the Court house door during the sitting of the said Court expose to public sale for ready Cash, all the right title claim, interest & property of the said Rufus Easton in and to the premises, and Wilson P Hunt being the highest & last bidder at the sum of One hundred and one dollars Now therefore Know ye that I Joseph C Brown Sheriff as aforesaid for and in consideration of the sum of One hundred and One dollars to me in hand paid by the said Wilson P Hunt, the receipt whereof I do hereby acknowledge, and by virtue of the authority in me vested by law, I do hereby transfer and assign to him the said Wilson P Hunt all the right title claim interest and property of him the said Rufus Easton in and to the aforesaid premises that I might sell agreeable to law as sheriff aforesaid by virtue of the aforesaid Executions & advertisement to have and to hold the said premises to him the said Wilson P Hunt & his heirs & assigns forever

In Witness whereof I Joseph C Brown Sheriff of the County of S Louis have hereunto set my hand & seal on this twenty ninth day of May in the year of our Lord Eighteen hundred and twenty one & of the Independence of the United States the forty fifth

Joseph C Brown Sheriff (Seal)

Signed Sealed & delivered in the presence of

A Copy

A Gamble Clerk

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130 State of Missouri } Sct
(~~53~~) County of St. Louis } Be it remembered that hereto fore, to wit, on the first day of June one thousand eight hundred and twenty one Joseph C. Brown Sheriff of St. Louis county acknowledged the execution of the within deed from him as Sheriff to Wilson P. Hunt, which said acknowledgment is entered on the records of the court of that day.

Seal Given under my hand and seal of office at St. Louis this nineteenth day of July one thousand eight hundred & twenty one

Archibald Gamble Clk

State of Missouri
County of St. Louis } I Archibald Gamble clerk of the Circuit court for the county of St. Louis do certify the within deed from the Sheriff to Wilson P. Hunt and the above certificate of acknowledgment to be truly copied from the record in my office Book K page 240 and following, and that together with said deed & on the same page and following is recorded a copy of the execution and Sheriffs advertisement under which the said property was sold

Seal Given under my hand and seal of office at St. Louis this 4 day of October 1822

Archibald Gamble Clerk

Exhibit II No. 9

I Joseph C. Brown Sheriff of the County of St. Louis to all whom it may concern certify that by virtue of a writ of execution to me directed from the supreme Court for the third judicial district of the State of Missouri in favour of Francis B. Holmes & Andrew Elliott against Thomas Hanley and Moses Scott returnable to the October term of said court on the 19th day of September 1821 I exposed to sale as the law directs the following property viz.t A lot of ground in the town of St. Louis bounded on the west by Main street, North by the lot on which Thomas Hanly now lives, South by Cross street (called North C street) and East by the river Mississippi on which there is a brick house known by the name of the Dillon house, and that Francis B. Holmes & Andrew Elliott being the highest & last bidder the same was struck off to them for the price

and sum of five dollars and that said Thomas B. Holmes and Andrew Elliott will on the 19th day of February in the year 1824 be entitled to a deed therefor unless the same shall be redeemed by virtue of the act of Assembly entitled "An act for the relief of debtors and creditors"

John Simonds Jr. D. Shiff

State of Missouri
County of St. Louis } I Archibald Gamble clerk of the Circuit court for the County of St. Louis do certify the above to be a correct copy of the Sheriffs certificate to Holmes & Elliott taken from the record Book K page 332
Given under my hand this 30th day of September 1822

Archibald Gamble clerk

Exhibit F No. 9.

Joseph C. Brown Sheriff of the County of St. Louis to all whom it may concern certify that by virtue of three executions issued from the Supreme court for the third Judicial district one in favor of Francis B. Holmes and Andrew Elliott against Thomas Healy & Moses Scott, one in favor of Robert Blanton and one in favor of Francis Dennes against the said Thomas Healy returnable to the October term 1821 of said Supreme court on the 23d day of August 1821 I exposed to sale as the Law directs the following property as the property of said Thomas Healy viz. a lot of ground in the Town of St. Louis on main street and bounded on the west by the said main street, North by a cross street which seperates it from the Brick store house of Bright, East by the Mississippi river and South by a lot sold by the said Healy to Mr. Dillon containing about 260 feet front & extending to the river, and that Francis B. Holmes & Andrew Elliott being the highest and last bidder the same were struck off to them for the price and sum of five hundred and forty dollars and that the said Francis B. Holmes and Andrew Elliott will on the

twenty third day of February in the year 1824 he entitled to a deed
(54) 132 thereon unless the same be redeemed by virtue of an act of Assem-
=bly entitled "an Act for the Relief of debtors and creditors

John K Walker & Sheff

State of Missouri
County of St. Louis } I Archibald Gamble clerk of the
circuit court for St. Louis County do certify the aforegoing
certificate to be truly copied from the record in my Office Book
K page 332 Given under my hand this 30th September 1822

Archibald Gamble Clerk

+ + Exhibit L No 10

In the Circuit of St. Louis County June term 1822

John McClamply
Patrick M. Dillon } Petition to foreclose Mortgage

Now at this day (to wit the 3d July 1822) came
the parties aforesaid by their respective attornies aforesaid
whereupon all and singular the premises are by them sub-
=mitted to the court which hearing seen and heard by the
court here fully understood and mature deliberation being
thereupon had for that it appears to the Court that the said
petition of the said petitioner and the matters and things therein
contained in manner and form as the same are above stated
& set forth are sufficient in law for the said petitioner to
have and maintain his action aforesaid thereof against him,
wherefore in as much as the ~~as the~~ said defendant hath
not denied nor in any manner answered the said declaration
of the said plaintiff — Therefore it is considered that if the
said Patrick M. Dillon does not well & truly pay and satisfy
to the said John McClamply or his legal representatives
the sum of one thousand & thirty three dollars & ninety
five cents on or before the third day of the next term

of this court with legal interest on the sum of eight hundred and seventy five dollars from this date when the Sheriff of St. Louis county is required and commanded to sell on the said third day of the term aforesaid the said Mortgaged premises to pay and satisfy the said debt interest and costs aforesaid

State of Missouri
County of St. Louis } ss

I Archibald Gamble Clerk of the circuit court for the county of St. Louis do certify the foregoing to be a correct copy of a Decree entered in said Court in the case of John MacCamply against Patrick M. Dillon

Seal

Given under my hand and seal of Office at St. Louis August 29th 1822 Archibald Gamble Clerk

Exhibit N. 5

(55) 134. State of Missouri
County of St. Louis } Circuit Court
April Term 1821.

On Motion of Mr. Wash attorney for Wilson P. Hunt, it is ordered that the Sheriff pay over certain monies collected by the sale of Real Estate of Rufus Easton at December term 1820, to satisfy sundry executions in his hands at that time in favour of said Wilson P. Hunt & William H. Porcshe Charles W. Hunter Patrick M. Dillon and Thomas Fletcher to the said Wilson P. Hunt

I Archibald Gamble Clk &c

Exhibit M, No. 11.

State of Missouri
County of St. Louis } ss

Be it remembered that heretofore, to wit, on the fourteenth day of January in the year of our Lord one thousand eight hundred and twenty three, Pascal Leon Cerre by his by his attorney filed in the office of the Clerk of the Circuit court for the County of St. Louis his petition to foreclose a Mortgage, which said petition is in the words and figures following, to wit, To the honorable the Circuit court for the county of St. Louis.— The petition of Pascal Leon Cerre represents that heretofore, to wit, on the nineteenth day of September in the year eighteen hundred and seventeen at the said County Thomas Healy and Mary his wife made their deed sealed with their seals and here in court now produced, whereby they the said Thomas & Mary for and in consideration of the sum of ten dollars to them in hand paid by the said Pascal Cerre, the receipt

135 whereof men thereby acknowledged did grant bargain and
sell unto the said Pascal Cerre, and to his heirs and
assigns forever, all the estate right title interest & demand
of them the said Thomas and Mary to a certain lot of ground
situate in the Town of St. Louis in the said county which
they had acquired by deed of conveyance of that date from
the said Pascal Cerre and wife, bounded on the west by
Main Street in the said town of St. Louis which separated
the said lot from that then in the possession of Thomas
Brady or which he then owned, to the North by a cross
Street running to the river Mississippi and which sepe-
rates the said lot from that of Sampson Fur, on the
East by the bank of the said river Mississippi, and to the South
by another cross Street, running to and from the said river
Mississippi, and which seperates the said lot of ground from
that of Pierre Chouteau Senior, and the lot of ground thereby
mortgaged being supposed to contain about two hundred
& fifty feet French measure in front to the West on the
said Main Street and about one hundred and fifty feet
French measure in depth from the front to the river Missis-
sippi, be the same more or less. To have and to hold the
said lot of ground above described as the same then were in
title and size unto the said Cerre his heirs and assigns, &
to his and their only use benefit and behoof forever, and
it was provided in the said deed that if the said Hanly
his heirs Executors Administrators or assigns should well &
truly pay discharge and satisfy on the several days
and times that the same should respectively become due
the several Original Obligations made and executed by
the said Thomas Hanly to the said Cerre of which the
following are copies, to wit, $700 On the twenty 8th day
of September one thousand eight hundred & eighteen I promise
to pay Pascal Leon Cerre or order seven hundred

dollars value rec'd, Saint Louis 19th September 1817 Thomas Hanly Seal

(36) $.700, On the twentieth day of September one thousand eight hundred and sixteen I promise to pay Pascal Leon Cerre or Order Seven hund dollars value recvd. St. Louis 19th September 1817
Thos Hanly Seal

$.700, On the twentieth day of September one thousand eight hundred and twenty I promise to pay Pascal Leon Cerre or order Seven hundred dollars value received. Saint Louis 19th September 1817
Tho.s Hanly Seal

$.700 On the twentieth day of September one thousand eight hundred and twenty one I promise to pay Pascal Cerre or order Seven hundred dollars value recvd 19th September 1817
Tho.s Hanly Seal

$7000 On the twentieth day of September one thousand eight hundred and twenty two I promise to pay Pascal Leon Cerre Seven thousand dollars value recvd Saint Louis 19th September 1817
Thom.s Hanly Seal

then the said deed of Mortgage should become void and of no effect in law or equity,—otherwise to be and remain in full force and effect to secure the payment of the said Several obligations with interest damages costs and expences accruing or arising thereon according to the Statute in such cases made and provided,— And the said Pascal Cerre in fact saith that although the times respectively limited for the payment of the said Several sums of money have long since passed & elapsed, to wit, at the said County, yet the said Thomas Hanly did not at the said several times respectively pay the said several sums of money to the said Pascal Cerre, but hitherto hitherto wholly neglected and refused to pay to the said Pascal the same or any or either of them or any part thereof, although after requested so to do, and the said Cerre further saith that after the payment of the said last mentioned sum of Seven thousand dollars became due and payable, to wit, on the first day of January in the year eighteen hundred hundred and twenty three at the said County the said Thomas Hanly

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died, and Sarah Hanly, John Hanly, Washington Hanly, Lucy Hanly And Mary Hanly junior infants under the age of twenty one years are his heirs, Wherefore the said Pascal prays that Mary Hanly widow, And Sarah Hanly, John Hanly, Wash=ington Hanly, Lucy Hanly and Mary Hanly junior heirs of the said Thomas Hanly may be summoned to appear at the next

+ + February term of this court to shew cause why why the afore=said Mortgage should not be foreclosed and the property there=in mentioned sold to pay your petitioner the aforesaid sum of money with interest and costs of suit &c. and your petiti=oner will ever pray &c

Pascal Leon Cerre

Strother & Cozens Attos. pro. que"

And afterwards, to wit, on the day of filing said petition our said Clerk endorsed thereon a writ of summons in the words & figures following to wit, "County of St. Louis Sct. The State of Missouri, To the Sheriff of St. Louis County Greeting — we command you to Summon Mary Hanly the widow of Thomas Hanly deceased, Sarah Hanly, John Hanly, Washington Hanly, Lucy Hanly and Mary Hanly junior the heirs of said deceased, that they be and appear before the Judge of our Circuit Court at the next term thereof to be held at the Town of St. Louis within and for the County of St. Louis on the first Mon=day in February next then and there to answer the petition of Pascal Leon Cerre and to this cause why the Mortgage in the within petition mentioned should not be foreclosed and the property therein mentioned be sold to pay the said petitioner the said sums of money with interest and costs of suit and have you then there this writ (Seal) Witness Archibald Gamble clerk of our said Court at office this 14th day of January eighteen hun=dred and twenty three" And afterwards to wit, on the return day of said writ the Sheriff to whom the same was directed returned the same into court with his return thereon endorsed as follows to wit, None of the defendants found in my County 14th day of Jan: 1823 — Jno. K. Walker Shff

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And afterwards to wit, at the June term in the year of our Lord one thousand eight hundred and twenty three " On motion of the attorney for the said Plaintiff it is ordered that the said defendants be notified that unless they be and appear at the first day of the next term of this Court & proceed to trial a decree will be entered against them and the Mortgage premises in the petition mentioned sold in conformity to the prayer of the said petitioner, and it is further ordered that a copy of this order be inserted for at least two months successively in some News paper published in the city of St. Louis" whereupon this cause was continued until the February Term in the year of Our Lord one thousand eight hundred and twenty four, at which said Term " came the said plaintiff by his Attorney and the said defendants having failed to appear and answer and it having been satisfactorily proven to the said Court that the order of publication has been duly published according to law for at least two months successively in one of the News papers published in the City of St. Louis, Therefore it is considered that if the said Mary Hanly Widow and Samuel Hanly, John Hanly, Washington Hanly, Lucy Hanly and Mary Hanly Junior heirs of Thomas Hanly deceased do not well and truly pay and satisfy to the said Pascal Leon Cerre or his legal representatives the sum of Seven thousand five hundred & twenty one dollars and fifty one cents the debt and interest in the petition mentioned with legal interest on the sum of seven thousand dollars from this date then the Sheriff of St. Louis county is required and commanded to sell on the third day of the next Term of this Court the said Mortgaged premises in the petition mentioned to pay and satisfy the said debt interest and costs aforesaid — And afterwards to wit, on the twenty second day of April in the year aforesaid one said Clerk issued out of the office aforesaid the following order of sale, "County of St. Louis Sct — The State of Missouri to the Sheriff of St. Louis county — Greeting. Whereas at our Circuit Court before our Judge thereof at the February Term in the year

139 of an Lord one thousand eight hundred and twenty four Pascal Leon Cere recovered against Mary Hanly widow and Sarah Hanly John Hanly Washington Hanly Lucy Hanly and Mary Hanly junior heirs of Thomas Hanly deceased the sum of Seven thousand five hundred and ninety one dollars and fifty one cents the debt and interest in the petition mentioned with legal interest on the sum of Seven thousand dollars from this date together with his costs and Charges by him about his petition in that behalf expended, And it was also commanded that if the said defend=ants did not well and truly pay and satisfy to the said plaintiff or his legal representatives the said debt interest and costs afore=said on or before the third day of the next Term of this Court then the Sheriff of St. Louis County was commanded to sell on the said third day of the Term aforesaid the said Mortgaged pre=mises in the petition mentioned to pay and satisfy the said debt interest and costs aforesaid, all of which appears to us of record. These are therefore to command you that unless the said defendants shall well and truly pay and satisfy to the said plaintiff or his legal representatives the debt inter=est and costs aforesaid on or before the third day of the next term of this court you cause to be sold the said Mortgaged premi=ses to pay and satisfy the said debt interest and costs afore=said and that you have the same before the judge of our Circuit Court at the next term thereof to be held at the city of St. Louis and for the County of Same on the first Monday in June next then and there to render to the said Pascal Leon Cere the debt interest and costs aforesaid and that you certify to our said Judge how you execute this writ and have you then there this writ Witness Archibald Gamble Clerk of our said Court at Office this twenty second day of April eighteen hundred & twenty four Archibald Gamble Clerk — And afterwards to wit at the June term of our said Court in the year aforesaid " comes the said Pascal Leon Cere by his attorney and

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peely here in Court remits to the said defendant the sum of one hundred and seven dollars part and parcel of the Judgment heretofore entered in the above case for the sum of seven thousand five hundred and ninety one dollars and fifty one cents" — And afterwards at the Term last aforesaid the Sheriff to whom the said Order of Sale was directed returned the same into Court with his return thereon endorsed as follows, to wit, "Satisfied by the sale of the Mortgaged premises in the petition mentioned, and described ~~in the~~ in the enclosed copy of the advertisement — Six copies of which were affixed in the most public places in my County at least twenty days before the day of sale to wit the 9th day of June 1824 on which said 9th day of June agreeably to the said advertisement, I sold the said premises to John Mullanply he being the higest and last bidder at the price and sum of seven thousand eight hundred and twenty dollars — which leaves after satisfying debt interest and costs in my hands a balance of eleven dollars and twenty nine cents. Jno. K. Walker Shff. Sheriffs Sale — In obedience to an order of Sale to me directed from the Circuit in favor of Pascal L. Cerre against the widow and heirs of Thomas Hanly pursuant to the petition of said Cerre to foreclose Mortgage I will sell for Cash to the highest bidder at the Court house door in St. Louis on Wednesday the 9th day of June next between the hours of 9 & 4 the Mortgaged premises in said petition mentioned which are a lot or square of ground in St. Louis bounded west by main Street, North by a cross Street, East by the Mississippi River and South by a Cross street containing two hundred and forty feet French measure in front, by 150 feet feet more or less like measure in the rear together with all and singular the dwelling houses, stone houses and improvements thereunto belonging, being the same property mortgaged by said Hanly and wife to said Cerre as will appear by reference to the deed of Mortgage bearing date September 19th 1817 and recorded in Book F page 403 Sold to satisfy the debt interest and costs in said order of sale specified. Saint Louis May 6th 1824 John K Walker Sheriff

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State of Missouri
County of St. Louis } ss. 8

I Archibald Gamble Clerk of the Circuit Court within and for the County of St. Louis do hereby certify the foregoing to be a true and correct transcript of the record and proceeding in the case of Pascal Leon Cerre against the Widow & Heirs of Thomas Hanly dec'd. as the same remains of record in my Office. Given under my hand & Seal of Office this 9th day of May 1826 Archibald Gamble Clk;

To all to whom these presents shall come I John K Walker Sheriff of the county of Saint Louis in said State of Mis=souri send Greeting. —— Whereas a certain order of sale issued from the Clerks office of the Circuit Court within and for said County returnable to the June term of said Court in the year of our Lord one thousand eight hundred and twenty four in favor of Pascal Leon Cerre against Mary Hanly Widow, and Sarah Hanly John Hanly Washington Hanly Lucy Hanly and Mary Hanly junior heirs of Thomas Hanly deceased, and the said order of sale being di=rected to the Sheriff of St. Louis County and to me the said Sheriff directed a copy whereof is hereunto annexed and makes a part and parcel of this deed by virtue of which said order of sale I the said Sheriff did on the Sixth day of May One thousand eight hundred and twenty four, advertise for sale the Mortgaged pre=mises in the petition of the said Pascal Leon Cerre mentio=ned, which are a certain lot or Square of ground together with all and singular the Brick houses Stone ware house out houses and priviledges to the same of right appertaining, which said lot or Square of ground is situated in the City of St. Louis and bounded on the west by Main Street which Separates the same from a lot of ground heretofore purchased by Thomas Brady of Jaques Clamorgan, on the north by a cross Street which Separates the same from a lot heretofore the property of Sampson Starr, which said cross Street is

(284)
142.

now called North H Street, on the East by the Bank of the Mississippi river and on the South by a cross Street which separates the same from a lot of Pierre Chouteau Senior which said last mentioned cross Street is now called north E. Street and is supposed to contain about two hundred and forty feet French measure in front on Main Street by about one hundred and fifty like measure in the rear meaning from west to East being the same property Conveyed in the lifetime of the said Thomas Hemly acquired by him of said Pascal L. Cerre and wife and by the said Hemly and wife Mortgaged to the said Pascal L. Cerre all of which will more fully by reference to said deed and Mortgage both bearing date September the 19th 1817 and recorded in the Recorders office of St. Louis County book E 4 03 84 and the same having been advertised as the law directs by affixing six advertisements on hand bills in the most public places in different parts of my County at least twenty days before I exposed the same to sale a copy of which advertisement being hereunto annexed also marked a part and parcel of this deed in obedience to said order of sale and in compliance with the said advertisement I did on the ninth day of June being the third day of the June Term of the St. Louis County Circuit Court and during the sitting of said Court expose to public sale for ready cash the total Square of ground above described with the buildings and improvements thereon, and John Mullanphy being the highest and last bidder for the same at the price and sum of Seven thousand eight hundred and twenty dollars the same was stricken off and sold to him the said John Mullanphy. Now therefore Know ye that I John K. Walker Sheriff as aforesaid for & in Consideration of the sum of Seven thousand eight hundred and twenty dollars to me in hand paid by the said John Mullanphy the receipt whereof I do hereby acknowledge & by virtue of the Authority in me vested by Law, I do hereby sell transfer and assign unto the said John Mullanphy all the right title interest claim estate & property of in & to the

above described property that I might sell agreeably to law as Sheriff aforesaid by virtue of the aforesaid order of sale & advertisement. To have and to hold the same to him the said John Mullanphy and to his and assigns forever. In testimony whereof I John K. Walker Sheriff of the County of St. Louis have hereunto set my hand and seal this tenth day of June eighteen hundred and twenty four — John K. Walker Sheff Seal

County of St. Louis Sct. The State of Missouri to the Sheriff of St. Louis County Greeting. Whereas at our Circuit Court before our Judge there of at the February term in the year of our Lord one thousand eight hundred and twenty four Pascal Leon Cerre recovered against Mary Hanly widow, and Sarah Hanly John Hanly Washington Hanly Lucy Hanly and Mary Hanly junior heirs of Thomas Hanly deceased the sum of Seven thousand five hundred and ninety one dollars 50 fifty one cents the debt and interest in the petition mentioned with legal interest on the sum of Seven thousand dollars from this date together with his costs and charges by him about his petition in that behalf expended; and it was also considered that if the said defendants did not well and truly pay and satisfy to the said plaintiff or his legal representatives the said debt interest and costs aforesaid on or before the third day of the next term of this court then the Sheriff of St. Louis was Commanded to sell on the said third day of the Term aforesaid the said Mortgaged premises in the petition mentioned to pay and satisfy the said debt interest and costs aforesaid all of which appears to us of record. These are therefore to Command you that unless the said defendants shall well and truly pay and satisfy to the said plaintiff or his legal representatives the debt interest and costs aforesaid on or before the third day of the next term of this court, you cause to be sold the said Mortgaged premises to pay & satisfy the said debt interest and costs and that you have the same before the Judges of our Circuit Court at the next term thereof to be held at the city of St. Louis within and for the County of St. Louis on the first monday of June next then & there to

144 (~~50~~) render to the said Pascal Leon Cerre the debt interest and costs aforesaid and that you certify to our said Judge how you execute this writ, and have you then there this writ (S S) witness Archibald Gamble Clerk of our said Court at office this twenty second day of April eighteen hundred and twenty four. ——— Archibald Gamble Clerk

The above is a true copy of the ~~above~~ order of Sale

John K. Walker Sheriff

Sheriffs Sale. — In obedience to an order of sale to me directed from the Circuit court in favor of Pascal L. Cerre against the widow and heirs of Thomas Hanly pursuant to the petition of said Cerre to foreclose Mortgage I will sell for Cash to the highest bidder at the Court house door in St. Louis on Wednesday the ninth day of June next between the hours of 9 & 4 the mortgaged premises in the said petition mentioned which are a lot or square of ground in St. Louis bounded ~~west~~ by Main street, North by a cross street, East by the Mississippi River and South by a cross street containing 240 feet French measure in front by 150 feet (more or less) like measure in the rear, together with all and singular the dwelling houses store houses and improvements thereunto belonging, being the same property mortgaged by said Hanly and wife to said Cerre as will appear by reference to the deed of Mortgage bearing date September 19th 1817 and recorded in Book F page 403 sold to pay and satisfy the debt interest and costs in said order of sale specified. St. Louis May 6th 1824

The above is a true copy of the Advertisement John K. Walker Sheriff

State of Missouri }
County of St. Louis } ss

Be it remembered that on the day of the date here of John K. Walker Sheriff of the county of St. Louis personally appeared in open court and acknowledged the execution of the within deed from him as Sheriff to John Mullanphy therein named which said acknowledgment is entered on the records of the court of

that day (SS) Given under my hand and seal of office at St. Louis this sixth day of July A. D. 1824.

Recorded January 13th 1825 Archibald Gamble Clerk

Archibald Gamble Clerk

State of Missouri }
County of St. Louis } Sc

I Archibald Gamble Clerk of the Circuit court for the County of St. Louis and Exoffices Recorder do certify the foregoing to be a true copy from the Record in my Office Book M, page 210 & following of a deed from John K. Walker Sheriff to John Mullanphy

Given under my hand and seal of Office at St. Louis this 10th day of May 1826

Archibald Gamble Clerk

Exhibit N No. 12

To all to whom these presents shall come. I Joseph C. Brown Sheriff of the County of St. Louis in the State of Missouri send Greeting. Whereas certain writs of execution issued from the Clerk of the Circuit court within and for the county of St. Louis returnable to the April term of the said Court in the year of our Lord eighteen hundred and twenty one, To wit, one in favor of Patrick M Dillon and two in favor of Wilson P. Hunt against Rufus Easton, And the said Executions being directed to the Sheriff of the County of St. Louis, and to me the said Sheriff delivered a copy of each of which said writs of execution is hereunto annexed and makes part and parcel of this deed, by virtue of which said writs of execution I the said Sheriff on the ninth day of March in the year of our Lord eighteen hundred &

146 twenty one did levy and seize all the right title claim interest and property of the said Rufus Easton in and to a tract of four hundred Arpens of land (more or less) lying and being in Saint Ferdinand Township St. Louis County which is bounded on the North by the River Missouri on the East by a survey made for Gilbert Hodges, The said tract of four hundred Arpens of land was originally granted and confirmed to Sarah James, the said tract of land is sometimes called and known by the name of the James' Fourteenth, and all the right title interest and claim of the said Rufus Easton in and to the said tract of four hundred Arpens of land, being advertised agreable to law as will appear from the copy of the advertisement hereunto annexed and which also makes a part and parcel of this deed by virtue of which said writs of execution and advertisement I did on the fifth day of April in the year of our Lord eighteen hundred & twenty one, agreeable to, advertisement there of at the Court door during the sitting of the said Court expose to public sale for ready Cash all the right title claim interest and property of the said Rufus Easton in and to the same, and Robert Pumles being the highest and last bidder for the sum of fourteen hundred and fifty dollars. Now therefore Know ye That I Joseph C. Brown Sheriff as aforesaid for & in consideration of the sum of fourteen hundred and fifty dollars to me in hand paid by the said Robert Pumles, the receipt whereof I do hereby acknowledge and by virtue of the authority in me vested by law I do hereby grant bargain and assign to him the said Robert Pumles all the right title claim interest & property of him the said Rufus Easton in and to the aforesaid tract of four hundred Arpens of Land (more or less) that I might sell agreably to Law as Sheriff aforesaid by virtue of the aforesaid writs of execution & advertisement

147- To have and to hold the said four hundred Arpens of Land to him the said Robert Quarles & to his heirs and assigns forever —
In Witness whereof I Joseph C. Brown Sheriff of the County of St. Louis have hereunto set my hand and seal on this the tenth day of April in the year of our Lord eighteen hundred and twenty one and of the independence of the United States the forty fifth. Jos C. Brown Sheriff (Seal)

Signed Sealed and delivered in the presence of
County of St. Louis ss

The State of Missouri to the Sheriff of the County of St. Louis Greeting: Whereas Patrick M. Dillon at our Circuit court before our Judge thereof recovered against Rufus Easton the sum of One thousand and thirty six dollars and fifty cents for his damages by him sustained by reason of the non performance of certain promises and undertakins in his declaration mentioned, — together with his cost and charges by him about his suit in that behalf expended, which to the said Patrick M. Dillon were adjudged as appears to us of record. These are therefore to Command you, that of the Goods and chattles lands & tenements of the said Rufus Easton in your bailiwick you cause to be made the aforesaid damages and costs, and that you have the same before the Judge of our said court on the first Monday of April next, to render to the said Patrick M. Dillon the damages and costs aforesaid, and for the want of sufficient goods and chattles lands and tenements whereon to levy & make the same, — We Command you to take said Rufus Easton if he found in your bailiwick and him safely keep, so that you may have his body before the same Judge on the said first Monday of April to satisfy the said Patrick M. Dillon of the aforesaid damages and costs, and that you certify to our said Judge how you execute this unit
And have you then these this Writ
Witness Archibald Gamble Clerk of our said

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Court at St. Louis this twenty eighth day of February in the
(148) year of our Lord one thousand eight hundred and twenty one, &
of our Independence the forty fifth Archibald Gamble Clerk
A copy of the Execution
J. C. M. Girk D. Sheriff

County of St. Louis ss The State of Missouri

To the Sheriff of the County of St. Louis. Greeting: Whereas
Wilson P. Hunt at an Circuit Court before our Judge thereof
recovered against Rufus Easton the sum of three thousand six
hundred and twenty six dollars and thirty three cents for his
damages by him sustained by reason of the non performance
of certain promises, and undertakings in the declaration mentio-
-ned and and also his costs and charges by him about his suit
in that behalf expended, which to the said Wilson P. Hunt
were adjudged as appears to us of record. These are
therefore to command you that of the goods and chattels lands &
tenements of the said Rufus Easton in your bailiwick, you
cause to be made the aforesaid damages and costs and that you
have here the same before the Judge of our said Court on
the first Monday of April next to render to the said Wilson
P. Hunt the damages and costs aforesaid and for the want of
sufficient goods and chattles lands and tenements whereon
to levy and make the same. we command you to take the said
Rufus Easton if he be found in your bailiwick and him safely
keep so that you may have his body before the same Judge
on the said first Monday of April to satisfy the said
Wilson P. Hunt of the aforesaid damages and costs and
that you certify to our said Judge how you execute this writ
and have you there this writ Etcetera Witness Archibald
Gamble Clerk of our said Court at St. Louis this nineteenth
day of December in the year of our Lord one thousand
eight hundred and twenty, and of the Independence of the United

149. States the forty 16 Archibald Gamble Clerk

A copy of the Execution J. C. McGirk Sheriff

County of St. Louis State of Missouri. — The Sheriff the County of St. Louis Greeting: Whereas Wilson P. Hunt at our Circuit Court before our Judge thereof recovered against Rufus Easton the sum of Six thousand four hundred and forty eight dollars eighty cents for his damages by him sustained by reason of the non performance of certain promises and undertakings in the declaration mentioned and also his costs and charges by him about his suit in that behalf expended, which to the said Wilson P. Hunt were adjudged as appears of record. These are therefore to command you as we have before commanded you that of the goods and chattles lands and tenements of the said Rufus Easton in your bailiwick you cause to be made the aforesaid damages and costs, and that you have the same before the Judge of our said Court on the first Monday of April next to render to the said Wilson P. Hunt the damages and costs aforesaid, and for want of sufficient goods and chattles lands and tenements whereon to levy and make the same, we command you to take the said Rufus Easton if he be found in your bailiwick and him safely keep so that you may have his body before the same Judge on the said first Monday of April to satisfy the said Wilson P. Hunt of the aforesaid damages and costs, and that you certify to our said Judge how you execute this writ and have you then there this writ. (S. S.) Witness Archibald Gamble Clerk of our said Court at St. Louis this nineteenth day of December in the year of our Lord one thousand eight hundred and twenty, and our Independence the forty fifth — Archibald Gamble Clerk

A copy of the Execution, J. C. McGirk Dn. Shff

~~Sheriffs sale~~

~~By virtue of these writs of these writs of Execution to me directed from the Circuit Court of St. Louis County Returnable to the April term of said court 1821 against Rufus Easton~~

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Sheriffs Sale

(~~13~~) 150. By virtue of three writs of Execution to me directed from the Circuit Court of St. Louis County returnable to the April term of said court 1821. against Rufus Easton, One in favour of Patrick M, Dillon and two others in favour of Wilson P. Hunt, I have levied upon the following described Lands and tenements and Town lots of said Rufus Easton to wit, A tract of four hundred Arpens of land lying and being in Saint Ferdinand Township bounded on the North by the river Missesippi, On the East by a Survey made for Gilbert Hodges, the said tract of land was originally granted and confirmed to Sarah James, Sometimes called the James' Perry tract, a more particular description can be given of it on the day of Sale. Also One lot of ground and improvements thereon lying in the Town of St. Louis on Main Street Sometimes called the Dillon house and lot containing about thirty five feet in front by about three hundred feet deep (more or less) Running from said Main Street to the River Missisippi. Bounded in front ~~and~~ or on the West by said Main Street, On the ~~North~~ South by a cross Street which seperates it from a lot of Pen: Chouteau Sen.r On the East by the River Missisippi, On the North by a lot lately or now owned by Thomas ~~H~~Neely, the said lot is partly occupied by G Robb. And also one other lot and building lying in St. Louis bounded on the East or in front by third Street, On the North by a cross Street which seperates it from a lot of R. Simpson, On the West by a lot of said Easton, On the South by a lot of Samuel Hammond, Containing in front about one hundred and eighty feet by about One hundred feet deep (more or less) also one other brick lot bounded Eastwardly by the last described lot, On the North by a cross Street aforesaid, On the West by another lot of said Easton on which there is a Barn, On the South by the lot of James Irwin and O.C. Smith containing about two hundred and thirty feet fronting on said cross Street, to

151. the North by about one hundred & eighty feet deep southwardly to be divided into four seperate lots of sixty feet each Commencing on the Eastern boundary and progress westwardly according to a plat to be exhibited on the day of sale. To front sixty feet on said Cross Street and run the whole depth thereof, & also one other lot of ground bounded Eastwardly by the last ~~mentioned~~ described lot, On the North by a cross Street which seperates the same from a lot of Moses Scott, On the West by the lots of Madame Lareu and Wilson P. Hunt, On the South by a cross Street which seperates it from a lot of Pion Duarks, to be sold in lots of sixty feet fronting on each of said Cross Streets fronting to the North and South ~~and~~ running half depth of the whole, a plat of the proposed division will be exhibited on the day of sales the said lots of ground proposed to be divided as aforesaid will be sold seperately according to numbers laid down on the plat to be shown on the day of sale, or without the division into two seperate and entire lots as may be deemed expedient and proper, all of the said tracts of land and all or so many of the said Town lots or any number thereof as may be sufficient to satisfy the said Executions and Costs will be sold for ready Cash as the right title interest and claim of said Rufus Easton on Thursday the 5th day of April next at the Court house door in the Town of St. Louis between the hours of nine Oclock A.M. and four Oclock P.M. of said day. St. Louis March the 9th 1821. Jos. C. Brown Sheriff

A copy of the Advertisement, Isaac C. M.Gill D. Sheff

State of Missouri
County of St. Louis } Sct.

Be it remembered that on the seventh day of May in the year of our Lord One thousand eight hundred and twenty one Joseph C. Brown Sheriff of the county of St. Louis acknowledged the execution of the within deed from him

as Sheriff, To Robert Quarles and that he signed sealed and delivered the same for the purposes therein mentioned, which said acknowledgment was entered on the records of the court of that day (1824)

Given under my hand and Seal of Office this eighteenth day of May in the year of our Lord one thousand eight hundred and twenty one.

Archibald Gamble Clerk

Exhibit No. 13 A

This Deed of assignment made this twenty third day of June in the year of our Lord one thousand eight hundred & twenty six Witnesseth: That Rufus Easton of the Town of Saint Charles in the State of Missouri at the risk and hazzard of William Russell of St. Louis in said state, and without recourse to him the said Rufus Easton for any demand or damages whatsoever by the said William Russell should the title to the land herein after mentioned fail or the property herein described be lost, and for and in consideration of three thousand and fifty dollars to him the said Rufus Easton in hand paid by the said William Russell the receipt of which is hereby acknowledged he the said Rufus Easton doth grant bargain and sell, assign transfer & convey to the said William Russell, and to his and assigns forever all the estate right title interest property claim & demand which the said Rufus Easton has to the following described lands and property to wit one lot of ground in the Town of St. Louis now the city of Saint Louis in the said State and known and bounted as follows, on the South by the cross Street next south thereof, on the North by a lot lately claimed by Thomas Hanly, on the East by the River Mississippi, on the west by a lot denominated by the Sheriff as lot No. 1 on which

lot number one is the Dillon house so called the said Western boundary being seventy five feet from the principal or main street in Louis and parallel to it and runs thirty five feet ~~wide~~ wide to the river Mississippi and has a large stone building upon it which was caused to be erected by the said Rufus Easton, and is unfinished and is the same house and lot which Joseph C. Brown as Sheriff of St. Louis County conveyed under the description of lot No. 2. to Wilson P. Hunt by Sheriffs deed dated the 29th of May 1821 and recorded in the St. Louis records in Book K page 240 also the following lot of ground with the Brick house thereon called the Dillon house situated in the Town of St. Louis in the County of St. Louis & State of Missouri, the said lot is bounded as follows, beginning at the South west corner of said lot and house, thence running northwardly on the Eastern line of main street thirty five feet, thence turning a right angle and running Eastwardly parallel with the cross street which is the Southern boundary of said lot seventy five feet, thence turning a right angle and running Southwardly parrallel with the Western boundary of said lot thirty five feet to the said cross street which separates said lot from one owned by Pierre Chouteau senior, thence westwardly on the northern boundary line of said cross street to the place of beginning being thirty five feet fronting on Main street by seventy five feet in depth, The two lots above mentioned have been sold by the Sheriff on Executions against said Rufus Easton and also on a mortgage given by Thomas Hanly to Pascal ~~Leon~~ Cerre.

To have and to hold the above granted premises and property unto him the said William Russell his heirs & assigns and other representatives at his and their own risk and hazzard as above said forever, but without any

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Recourse whatever on said Rufus Easton for any damages or demand on account of this deed. In Witness whereof the said Rufus Easton does hereunto set his hand & Seal the day and date first above written. Note the above described property was conveyed by said Rufus Easton to the said William Russell by Deed dated the fifteenth day of February in the year of our Lord one thousand eight hundred and twenty five and this deed is given for further assurance.

In Witness whereof the said Rufus Easton does hereunto set his hand and Seal the day ~~the day~~ and year first above written

Rufus Easton (Seal)

Signed Sealed & delivered
in presence of
Peter Ferguson
A. Gamble
Jno. Simmons Jr.

State of Missouri
County of St. Louis } Ss

Be it remembered that on this thirty first day of December in the year eighteen hundred & twenty three personally appeared before me the Clerk of the Circuit court for the County of St. Louis the above named Rufus Easton grantor in the foregoing deed and who is personally well known to me as the person executing the same & acknowledged the said instrument of writing to be his act and deed hand and Seal for the purposes therein mentioned and as such delivered by him

Given under my hand and Seal of office at St. Louis the day and year above written

(L S)

Archibald Gamble Clerk

(66)
July 7. 1826.- (155)

And at the next Term of the said Circuit Court, begun and held at the City of St. Louis within and for the County of St. Louis as a Court of Chancery on the fourth Monday of July, being the twenty fourth day of said Month, in the year one thousand eight hundred and twenty six, the following proceeding was had in this cause, to wit:

Sup: Bill amended.

Robert Simpson & Wilson P. Hunt vs John Mullanphy } Supplemental Bill amended by consent.—

And at the next Term of the said Court, to wit, at the Term, begun and held at the City of St. Louis within and for the County of St. Louis, on the fourth Monday of November, being the twenty seventh day of the same Month, in the year one thousand eight hundred and twenty six, on Wednesday the twentieth day of December, in said year, the following proceedings were had by and before the said Court, (as a Court of Chancery,) in this cause, to wit:

Order of Publication to Holmes & Elliott.

Robert Simpson, Wilson P. Hunt and William Russell, Compts. vs: John Mullanphy, Pascal L. Cerré, Francis B. Holmes and Andrew Elliott, defendants }

To the above named Francis B. Holmes and Andrew Elliott, Take notice that the summons heretofore issued in this case on the filing of the original bill in this suit having been returned by the Sheriff that the said Francis B. Holmes and Andrew Elliott, two of the defendants, were not found in his county, and it appearing to the satisfaction of the Court upon the filing of the supplemental bill in this case that the said defendants do not reside within this State and that process cannot be served upon them, and on Motion of Mr. Geyer solicitor for said Complainants, it is ordered that the said defendants be notified by a publication of this order to be made in some newspaper published in the City of St. Louis that the above named Complainants have filed their original and supplemental bills in this Court against them alledging amongst other things that the said defendants Holmes and Elliott became the purchasers at Sheriff's sale

in the year 1821 of a certain Square of ground in the City of St Louis, bounded as follows, on the West by Main Street in the town of St Louis in the County of St Louis and State of Missouri aforesaid to the North by a Cross Street running to the River Mississippi to the East by the bank of said river and to the South by a Cross Street which separates the said Square of ground from that of Pierre Chouteau Sr. Containing two hundred and forty feet French measure in front on said Main Street by about one hundred and fifty feet French measure in depth, being the late residence of Thomas Hanly deceased and now in the possession of John Mullanphy, with the improvements thereon Sold as the property of said Hanly. That the said Square of ground had been originally purchased by Hanly from Pascal L. Cerré and his wife and mortgaged by said Hanly and wife to said Cerré to secure the payment of the purchase money due. That said Hanly and wife afterwards Sold thirty five feet of said lot fronting on the said Main Street and running back to the River Mississippi being the South side of said Square to one Patrick M. Dillon and took from him a mortgage to secure the greater part of the purchase money, that said Dillon and his wife conveyed the said ground last mentioned to Rufus Easton, and that said Complainants claim as the assignees of Dillon & Easton, and pray amongst other things that they may be permitted to redeem said mortgaged premises last mentioned, that the said John Mullanphy and the said Holmes and Elliott may be compelled to pay and satisfy to the said Pascal L. Cerré or his assignee or other representatives whatever sum may appear to be due on the said mortgage to the said Cerré or that the said Complainants may be permitted to redeem the said mortgaged

~~11.~~

(157.) premises. that an account may be taken of the principal and interest due on the said mortgages respectively, and also an account of the rents and profits of the said mortgaged premises respectively and also praying for such general relief in the premises as the nature of the case shall require and to the Court shall seem meet to be granted. You the said Francis B. Holmes and Andrew Elliott are therefore required to appear on the first day of the next July Term of this Court to be held at the City of St Louis within and for the County of St Louis on the Fourth Monday of the said Month in the year 1827, and answer the aforesaid original and supplemental bills, or that the same will be taken for confessed. It is further ordered that a copy of this order be published for eight weeks successively the last insertion to be at least four weeks before the ~~next~~ said July Term.

Simpson's answer to Cross Bill.

And at the Same Term of the Circuit Court aforesaid, to wit, on Wednesday the third day of January in the year eighteen hundred and twenty seven, Robert Simpson, one of the above named complainants in the original and supplementals and defendant to the Cross bill of the above named John Mullanphy, filed in open Court his separate answer to the said Cross bill; which answer being here copied is as follows, to wit:

William Russell, Robert Simpson and Wilson P. Hunt — vs: John Mullanphy, Pascal L. Cerré Francis B. Holmes & Andrew Elliott } In the Circuit Court of the County of St Louis — In Chancery.

The separate answer of Robert Simpson one of the defendants to the bill of complaint of John Mullanphy, commonly called a cross bill, filed in this cause:

This defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and

advantage of exception to the manifold errors uncertainties, imperfections and insufficiencies in the said Complainants said bill of complaint contained, for answer thereunto or unto so much and such parts thereof as he this defendant is advised is material for him this defendant to make answer unto, he this defendant answering saith, that he has not nor ever had any interest in the Stone ware House or the lot No 2 on which it stands purchased by Wilson P. Hunt and described in the Bill in Chancery, wherein this defendant and said Hunt and John Mullanphy are parties. This defendant further saith that said Hunt has not nor ever had any interest in the brick House (commonly called the Dillon House) or in the lot No 1 on which it stands, which this defendant purchased on the 30th day of April 1821 at Sheriffs sale under execution in favor of P. M. Dillon and Wilson P. Hunt against Rufus Easton. This defendant further says that the said John Mullanphy at the time he purchased the Dillon House under judgment and executions in favor of Hunter Pococke and Fletcher against Rufus Easton was well aware that the said judgments were younger in date than several other judgments against said Easton. And that the said John Mullanphy well knew that the said Wilson P. Hunt held judgments against said Easton of older date than the judgments in favor of said Hunter, Pococke and Fletcher. This defendant further says that after the said John Mullanphy had purchased the Dillon House with the lot on which it stands as described in the deed aforesaid under the judgments of Hunter, Pococke and Fletcher, a motion was made in the Circuit Court before Judge Tucker to authorise the Sheriff to pay over the money arising from the sale of said Eastons property, under the said younger judgments of Hunter,

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Pococke and Fletcher, to Wilson P. Hunt, the holder of the older judgments, with the view, as this defendant believes, to perfecting the title to the Dillon House to the said John Mullanphy. This defendant further says that the said Judge Tucker did direct the Sheriff to pay over said money to said Hunt, or so much thereof as would satisfy such of the judgments of said Hunt as were of older dates than the judgments of Hunter, Pococke and Fletcher, thereby unjustly depriving the said Hunter, Pococke and Fletcher of their just rights. This defendant further says that if the title of Mullanphy to the Dillon House was not good, this act of legislation on the part of Judge Tucker could not make it so. This defendant further says that at the time said Mullanphy purchased the Dillon House under the said younger judgment, it was well understood that the said Dillon & Hunt held judgments of a prior lien, otherwise the said Dillon House would ~~not~~ have sold for several thousand dollars more than it actually brought. This defendant further says that he has been informed and firmly believes that the said John Mullanphy after he had bought the said Dillon House, finding that the property of the said Rufus Easton remaining unsold was less than he expected and would not be sufficient to pay off the said older judgments, actually refused to pay to the Sheriff the money bid by him the said Mullanphy for the said Dillon House, and that the said Mullanphy did not pay the said money until after the aforesaid extraordinary decision of the said Judge, which in the opinion of the said Mullanphy and his then Counsel would connect his said Mullanphy's title to a title derived under the older judgments of said Hunt.

This defendant further says that the title under which he this defendant claims is derived under a judgment older than the

160 judgments even of said Hunt, to wit, the judgment in favor of P. M. Dillon against said Easton as will be seen by reference to the deed of the Sheriff to said Simpson and the records of the Circuit Court.

To the question put to the defendants, this defendant answers, to the first question, that he cannot understand how the execution in favor of Dillon could be satisfied out of property — other than the Dillon House inasmuch as all the remaining property of Rufus Easton was sold at the time alluded to under executions in favor of P. M. Dillon & Wilson & Hunt which had been levied on in virtue of those executions that the said property did not all sell for a sufficient sum to pay off said judgments, said Dillon's judgment being oldest consequently received the preference as is presumed, the balance of the money this defendant supposes went to Hunt. One tract of land belonging to said Easton sold for more he believes than the amount of Dillon's judgment to wit the sum of fourteen hundred and fifty dollars. and said land was sold under Hunt's judgment as well as the judgment of Dillon as will be seen by the advertisement of the Sheriff. At that same sale this defendant purchased the Dillon House, and he has always understood and believed that he made the purchase under the judgments of Dillon and Hunt.

The 2d. question this defendant answers and says that the said John Mullanphy did purchase the Dillon House under executions from younger judgments which purchase did not convey a title in the opinion of this defendant until the lien of the older judgments were destroyed and such lien was not destroyed by the illegal and extraordinary interference of the Judge. As a further answer to this question this defendant refers to a previous part of his general answer to the said Mullanphy's cross bill in relation to the

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(~~69~~) Same fact as charged therein.

161 To the 3rd question this defendant answer and says that he did afterwards purchase the lot of ground with the house thereon, called the Dillon House, under the judgments of Dillon and Hunt against Easton described as lot No 1.

To the fourth question this defendant answers and says that he had full knowledge that the said John Mullanphy had previously purchased the Dillon house under the judgments of Hunter, Pococke and Fletcher and also with the knowledge that judge Tucker (whether to perfect said Mullanphy's title or not is not known) did order the money to be paid over to Hunt, Hunter, Pococke and Fletcher pro rata, which this defendant believes was done. Hunter's and the other judgments getting a part.

To the 5th question this defendant answers and says that Hunt and this defendant never had any joint interest in these purchases. That this defendant had no interest in the purchases of Hunt, neither had Hunt any interest in the purchase made by this defendant. This defendant presumes that said Hunt purchased the property to secure his debt and that he would not have purchased if any other person had bid for said property one third or even one fourth of its value. This defendant denies the right of John Mullanphy or any other individual to question his motives or objects in purchasing the Dillon House. He this defendant purchased at public sale in open day as he had a right to do without holding himself accountable to any human being or public tribunal. Nevertheless the defendant has no concealment. He declares that he attended the sale and bid for the Dillon House. That he did not expect to buy it because he did not expect that it would have sold so low. That his object was by bidding for it to run it up to something like its value, believing that that sale would vest the title

in the purchaser. That after it had been struck off to him, this defendant, he had to borrow the money to pay for it. That he did pay for it with his own money. That this defendant had no secret understanding with any person as to the disposition he intended to make of said purchase, but he is free to say he never entertained the idea of keeping said property for his own benefit. That if the Courts were (as he expected them to do) to declare the title to the Dillon House in this defendant, he would instantaneously dispose of it for the benefit of Rufus Easton and his creditors - he does not nor ever did entertain any other design. That the objects and intentions of this defendant as regards the Dillon House are fully set forth in a letter this defendant wrote to John Mullanphy. That this defendant supposing that the said Mullanphy (the richest man in Missouri) did not wish to take the property of an unfortunate debtor at such a sacrifice, offered to have the said Dillon House - The said Mullanphy should be valued at its Cash value, that he the said Mullanphy should have it at said valuation, and pay for it, first deducting the amt he the said Mullanphy had paid for his bad title, deducting also the mortgage he held as assignee of Hanly, and reserving the balance if any to pay off any claims he might purchase against Rufus Easton or retain it to await the result of P Chenie's mortgage &c. This defendant believes this to be about the purport of his letter to said Mullanphy (he the defendant not keeping a copy) and from the said letter this defendant presumes the said Mullanphy has received the idea that this defendant had no interest in the said Dillon house. This defendant has an interest. He wishes to get the money back which he paid for it and also wishes to see the property go for its value and the proceeds after paying himself to be applied to the benefit of

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(7th) 163

the creditors of Rufus Easton. He this defendant never had any other wishes or designs on the subject.

To the sixth question this defendant answers that he does not recollect having told said Mullanphy any such thing, tho' he may have told him so - and if he did it must have been long since the purchase of the Dillon House - inasmuch as this defendant never exchanged a word with said Mullanphy until within the last two or three years. This defendant has understood that some two or three years ago Wm Russell settled the balance of Hunt's judgments against Easton and believing that said Russell has undertaken to pay the debts of said Easton as far as he is able.

To the 7th question this defendant answers for himself and says he is still claiming and expects to hold (law and justice being on his side as he believes) the Dillon house, and that he intended to make such disposition of it, if he gains his rights or what he considers his rights, as he this defendant shall deem fit, no human being having the right to enquire what disposition he may choose to make of his property.

The 8th question this defendant presumes can be best answered by an examination of the records in the proper office. —

The 9th question this defendant cannot answer not knowing the fact nor understanding the purport of the question. —

In conclusion this defendant denies all and all manner of fraud and combination in the said bill suggested or pretended.

This defendant prays judgment and his reasonable costs in this behalf most wrongfully sustained.

Robert Simpson.

State of Missouri. County of St Louis ss. Robert Simpson defendant in the foregoing makes oath that the matters therein contained so far as stated on his own knowledge are true and those stated on the information of others he believes to be true.

Sworn to before me 3rd January 1827. R. Simpson.

A. Gamble Clerk.

Answer of Mullanphy to Supplem.l Bill.—

And at the same November Term of the said Circuit Court, on Friday the fifth day of January in the aforesaid year, one thousand eight hundred and twenty seven, the said John Mullanphy filed in open Court his Separate answer to the Supplemental Bill of the said Complainants, heretofore filed in this cause, which is in the words and figures following, to wit:

The Separate answer of John Mullanphy one of the defendants to the Supplemental bill of Complaint of Robert Simpson, Wilson P. Hunt and William Rupell, Complainants: This defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exception to the manifold errors insufficiencies and uncertainties in said supplemental bill contained, for an answer thereto or to so much thereof as he is advised it is material to make answer unto, answereth and saith, that he admits as stated in said supplemental bill, that on or about the day therein stated in that behalf, said Pascal Leon Cerré did proceed to foreclose his said mortgage, that such proceedings were had, that afterwards and some time in the February Term of the St. Louis Circuit Court in the year one thousand eight hundred and twenty four, a decree for foreclosure of said mortgage was entered, and that on or about the ninth day of June in the year one thousand eight hundred and twenty four, the Sale of the mortgaged premises took place under said decree and that this defendant then became the purchaser of the whole square of ground included in said mortgage of said Hanly to said Cerré at the sum and price of seven thousand eight hundred and twenty dollars or thereabouts, a part of which said sum was paid to the Sheriff & the residue thereof to said Cerré so that to the belief of this

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defendant the whole came to the hands of said Cerré who had subsequently assigned to this defendant the said mortgage of said Hanly to him said Cerré & all his right title and interest thereunder. This defendant also admits that on such sale the Sheriff of St Louis County executed to him a deed of said premises so sold as aforesaid but whether the copy made an exhibit by the Complainants is a correct one this defendant does not know, but whether the proceedings in said suit for foreclosure are legal, or whether the various objections in point of law made in the same bill made to said proceedings for foreclosure have any weight, this defendant submits to this Honorable Court not admitting any thing. This defendant admits that he understood and believed when the petition for foreclosure of said mortgage was filed that neither Thomas Hanly, his widow, or children had any interest in said mortgaged premises; but that said Cerré, this defendant, Holmes and Elliott & Rufus Easton were interested therein, and that said Simpson and Hunt if interested at all, were interested nominally and for the purpose of covering the interest of said Easton in that part of the tract sold by Dillon to said Easton. He further says that neither of said persons were made parties to said suit of foreclosure as he believes except the heirs and perhaps Andrew Elliott after mentioned the administrators of said Thomas Hanly. But that Andrew Elliott of the firm of Holmes and Elliott spoke to Counsel to attend to said proceedings of foreclosure, & that previous to the sale under said deed of foreclosure his (said Elliotts') Counsel appeared in the St Louis Circuit Court on behalf of said Holmes and Elliott & made some motion for the

Amended by inserting name of Andrew Elliott by leave. A. Gamble Solr.

purpose of stopping the sale of said property. He further says that before the foreclosure of said mortgage to Cerré several suits had been commenced against the tenants of said lot in Ejectment, on a title adverse to said Cerré's and supposed by the plaintiffs therein to be paramount, founded upon a concession by the Spanish Government for the whole square included in said Cerré's mortgage, and that when this defendant purchased said premises under said foreclosure he caused himself to be made defendant in those suits of ejectment & such proceedings were had therein that said suits came to trial in the St. Louis Circuit Court, and that the plaintiff in one of those suits had a verdict in his favor & that this defendant gained verdicts in the other suits, that said plaintiff claimed as heirs of Lecompte, the original grantee of the Spanish government, of said square; and that after said trials this defendant purchased of all said heirs except one all the right title and interest claimed by them in said square of ground and took deeds of the same from them, and is now the owner of their claim and title to said square of ground. This defendant says that he employed Peter Lindell to bid for him at the sale of said mortgaged premises; that said Cerré was a bidder also at said sale & that this defendants believes that there were other persons who bid likewise, but does not know who they were; and that this defendant became the purchaser as aforesaid at a sum which no other person as he believes would have given for the same property at that time and which he this defendant would by no means have given had he not been considerably interested in said square pre-

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viously, which interest he would have lost had he permitted it to have been stricken off to any other person. He admits that on or about the tenth day of June one thousand eight hundred and twenty four he received posession of the mortgaged premises except of the Dillon House of part of which he had had posession for a year or two previous & of the other part he got posession some time in the month of May in the year eighteen hundred and twenty four. He admits that he has not accounted to the said complainants for the rents and profits of said premises occupied by him from the times above specified and avers that he is not bound to do so, and on the contrary avers that he is entitled in law and equity to receive from the said Simpson the sum of about twelve hundred dollars, being the value probably of the rents received by said Simpson from the Dillon house of part of which he held posession upwards of three years, as this defendant thinks and believes. Nor has this defendant accounted to said Easton or to any other person. Defendant states that the dates of the several executions stated in said supplemental bill as those under which the purchases of the lots numbers one & two were made, may for ought he knows be correct, but whether they are or are not, he cannot tell nor can he say what was the time of the rendition of the several judgments of Hunt & Dillon; nor can he say on what days said executions were returnable, but he has heard and believes to be true & expressly charges that the sale of said lots numbers one ~~and~~ two under the executions of Hunt and Dillon were made on or about the thirtieth of April one thousand eight hundred and twenty one; that

168. the said lots were advertised for such sale on the seventh day of said Month of April, and that neither when said sale took place nor when said advertisement was posted up & the seizure made, nor for many days previous, was there any execution in the hands of the said Sheriff in force against said Easton, And so this defendant charges that said last mentioned Sales were absolutely null and void: And said Hunt and Simpson acquired no interest thereby. He says further that he has heard and believes that the said judgments of the said Hunt & Dillon against Easton were long since paid up and satisfied. This defendant if he ever knew does not now recollect what property was advertised for Sale on the fifth day of April one thousand eight hundred and twenty one and has no recollection that any order of the said Circuit Court was made or applied for at his instigation to put off the Sale of said lots numbers one & two. He has some faint remembrance that there was an application for an injunction to stay said Sale at said Circuit Court, but is positive that if made it was refused. He well recollects of making such application to the Chancellor Harper and believes that application was made some time after the fifth day of April eighteen hundred and twenty one. This defendant does not know whether said Easton has conveyed to said Rufell lots numbers one and two, but he has heard that he has and believes that if he has so conveyed said lots, it has been done for the sole benefit of said Easton to cover it from his creditors, defendant knows of no other incumbrances on said Square or any part thereof but those mentioned either in the bills or answers, or both

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in this suit. He cannot say whether such deeds, conveyances & proceedings, as pretended in the exhibits marked as in the supplemental bill set forth, exist or not; he not having seen those exhibits to his recollection: and they certainly not having been furnished him since the filing the supplemental bill. He admits that Thomas Hanly died some years ago but when does not remember, and that he left a widow and children, he believes were all under the age of twenty one ~~years~~, at the time of Hanly's death, but does not know their age & cannot say whether they are all now infants. He believes that when Cerré's petition for foreclosure was filed & when the decree therein was rendered, said widow & children had no interest in said square of ground. He believes that the three executions of Pocoke, Hunter & Fletcher were returnable to December Term of eighteen hundred and twenty as he thinks he bought at that time, but as to their date he knows and can recollect nothing. He admits that he purchased at a sale under these three last mentioned executions, but he does not now remember what were the dates of the judgments or of the judgments of Hunt & Dillon, nor which was the oldest, but he has heard & believes that the judgments under which he purchased were younger than some or all of those under which Hunt & Simpson purchased, nor does he now remember the precise day when he purchased said lot with the Dillon house thereon, but refers to his answer already filed in this cause for what he then knew on other points. This defendant does not know whether the executions in favor of Dillon & Hunt were levied on the four hundred arpens belonging to said Easton in St. Ferdinand Township, admits that they were levied or pretended to be levied upon the lots of ground numbers one & two aforesaid & has heard

they were levied on another lot of ground, situate on the Cross Street next South of said Simpson being the residence of said Easton formerly; He has heard and supposes said lands and lots were advertised for sale but knows nothing about it. He does not now recollect, if he ever knew, how many executions there were of Dillon or of Hunt then out against said Easton. He does not know when or where said sale was appointed to take place, but he has heard & believes that said sale of said lots numbers one & two to said Simpson and Hunt took place on the thirteenth of April eighteen hundred and twenty one, in pursuance of an advertisement of the Sheriff posted up on the seventh day of the same month, & that during that period, there was no execution on the judgments of said Hunt & Dillon against said Easton actually in force; and that said sale was illegal and void & could pass no title whatsoever. He believes that other property was sold at the time he purchased said lot number one on the same executions, among which was the former residence of Easton, but the amount and what property he does not know, he denies that the sale of said lot number one was presented on the said fifth of April in eighteen hundred and twenty one by him, though it is possible, he at that time made an application for an injunction to said Circuit Court, but whether he made such application or not he cannot now distinctly remember, but he does remember that he made such application to the Chancellor a few days after that time: Defendant does not now remember whether said sale of lots numbers one & two were made on said executions of Dillon as well as those of Hunt, but refers to his former answer in this cause for what he knew or believed. He also refers

(174) to his former answer for what he then knew or believed respecting the circumstance that the Sheriff at the time of the sale when this defendant purchased number one, had in his hands an execution on the judgment of Hunt this defendant knowing nothing further or different from what is therein contained in this respect. This defendant believes that the sales on the executions of ~~four~~ Hunter, Pococke and Fletcher did take place on or about the twenty second day of December eighteen hundred and twenty, and that the money raised at that sale by the sale of lot number one to this defendant was paid over to said Hunt, as he this defendant understood and believed and stated in his former answer. This defendant knows that he paid said sum of fifteen hundred and twenty dollars to the Sheriff and presumes that the Sheriff then held it subject to the order and disposition of the Court, but knows nothing further in this respect than is stated in his former answer. He knows not how many days were intervening, between the filing of said petition of Cerré, and the sitting of the said Court at the February Term eighteen hundred and twenty three, but has understood and believes, there was the legal time, nor does he know on what day of the month was the first monday in that month, defendant says moreover that he got possession of the South part of the Dillon House on the eighth day of May one thousand eight hundred & twenty four; that previous to that time this defendant received no rents or profits from either of said lots number one & two: that the rent of the Dillon House since that time to the eighth of August eighteen hundred and twenty six received by this defendant has been nine-

172 hundred seventy five dollars: and the only rent received from the stone ware house, down till about the same period has been two hundred and twenty nine dollars, which last sum has all been received since the repairs have been made thereon by this defendant as stated hereafter. Defendant since he has been in possession has paid taxes and other charges upon said two lots, and has also made expensive and necessary repairs on both. On the lot number one containing the Dillon house, his expenses incurred by paying taxes, paving charges and his new additions and repairs, amount to the sum of between seven & eight hundred dollars to the best of his knowledge and belief: and the expenses incurred by the defendant on the lot number two, where the stone ware house stands for taxes & other charges of a similar nature, and for repairs amount to about the sum of three thousand dollars, according to the best of his knowledge and belief: and that those repairs on lot number two, were absolutely necessary to present said warehouse, which not been finished, from going to distruction and decay, as to the rents and other profits of Hanly square, this defendant does not conceive himself bound to gratify the curiosity of the complainants; but will remark that he has not received of the rents and profits thereon more than about one thirtieth part of the amount which he has expended thereon, in permanent improvements & other expenses, such as taxes & for pavement, & without including the expenses of the litigations with the heirs of Decompte aforesaid. He denies that through wilful default or negligence, he has lost the rents or profits of any portion of said premises: but admits there is a small sum due him for the rent of said stone warehouse, which is in dispute between himself and the tenant. He knows nothing respecting the amount of rents, that may have been received by Holmes & Elliott

(13) but remembering that they gave him possession of the premises on the ninth or tenth of June, eighteen hundred and twenty four, immediately after the sale under Ceré's mortgage, and this defendant avers that he is the owner of the mortgage given by Dillon to Hanly upon lots numbers one & two and of the notes to secure which said mortgage was given, that the notes on the face of them are different from those set out in the said mortgage in consequence of the interest being included in the notes at the time they were made, that the amount now due this defendant on said mortgage is about four thousand dollars or upwards no part of which has been paid, which sum he contends is a charge upon lot number two, inasmuch as he acquired lot number one by purchase at Sheriff's sale, but that at any rate it is a charge on both of said lots. He says moreover that the said two lots number one and two are liable for their due proportion of the amount of the Ceré mortgage, with the interest thereon and that he is the owner of one foot in width running East and West through said lots one & two acquired by virtue of a sale for City Charges. This defendant therefore insists that he is the legal owner of said lots fairly and honestly acquired by him, and that said Complainants have no claim to redeem the same or any part thereof; but that if they have a right to redeem that right can extend only to lot number two on which is the Stone Warehouse, and that if they are permitted to redeem that, they are in equity bound to pay to this defendant the Dillon mortgage, the rateable proportion of the Ceré mortgage, the amount of the necessary and permanent repairs put by defendant thereon, the ratable proportion of defending the title against said Decompte's heirs & purchasing in their claim, the ratable proportion of State, County & City taxes and charges

defendant further says that he has heard and believes that at the time this suit was commenced, said Hunt and Simpson had no interest whatever in said lots numbers one & two and he believes that said Rupsell likewise has none; but that they each and all lend their names to cover a claim of said Easton from his creditors.

This defendant moreover says that on the twenty ninth Day of November in the year one thousand eight hundred and twenty six, all the right, title and interest of the said Reuben Easton in and to the said lot on which said Stone-Warehouse stands, called lot number two was sold at Sheriff's sale according to law upon an execution issued upon a judgment of said Hunter against said Easton in the St Louis Circuit Court, rendered several years ago, advertisement having been previously made according to law & this defendant then became the highest bidder, and purchaser of the same at the sum of two hundred dollars law and took the Sheriff's deed for the same. And this defendant says that he has been informed and believes that at the time the execution issued as first stated, and at the time the same was levied on said lot number two there was not in the recorder's office of St Louis County where said lot lies any deed from said Easton to said Rupsell of record or filed for record, nor was any such deed filed for record until a day or two before such sale, He further says that the deeds or deed from Easton to said Rupsell then filed for record are fraudulent and void & could by law pass no title as against the creditors particularly judgment creditors of said Easton as this defendant is advised and believes: and he is fully convinced that the title to said lot

(75) both at law and in equity is in him said defendant: He
further says that on the same day last aforesaid by virtue
of same judgment, execution and advertisement the lot con-
taining the Dillon House called lot number one was like-
wise sold and all right & interest of said Easton therein,
and one John Shackford being the highest bidder pur-
chased the same at said Sheriffs sale. And he denies all &
all manner of combination wherewith he stands charged
in said bill, without that that there is any other matter
or thing material to be answered unto and not herein suf-
ficiently answered unto traversed or denied, confessed and
avoided is true: and he prays to be hence dismissed
with his reasonable costs & charges in this behalf most
wrongfully sustained.

Bates & Spalding Solrs.

State of Missouri }
County of St Louis } ss: John Mullanphy being duly sworn
saith that the matters and things in above answer stat-
ted as of his own knowledge are true, and those stated
as matters of hearsay or of belief he believes to be true.
Sworn to & subscribed this 28th } John Mullanphy.
December 1826. A. Gamble Clerk }

Interrogatories of Mullanphy to Simpson & Hunt.

And on the same day of the said Term of the Court, the
said defendant, John Mullanphy, also filed, in open
Court, interrogatories to be answered by said Complainants
Simpson and Hunt, in the words and figures follow-
ing, to wit:

In Chancery
St Louis Circuit Court.
Wilson P. Hunt Robert Simpson & William Russell
vs.
John Mullanphy & others

Interrogatories filed by defendant Mullanphy to be answered by the Complainants Hunt & Simpson according to the Statute in such case made and provided.

1. To be answered by defendant Simpson.

176. 1. When you purchased lot No 1. (on which the Dillon house stands) at Sheriffs Sale under judgments of Hunt vs Easton) did you purchase as the agent of said Easton, or with an understanding that such purchase was for the benefit of said Easton or in trust for him; how much did you pay then as the purchaser of said lot, and what did you pay, and out of whose funds; & to whom did you make payment: Did you not pay out of Eastons funds. State fully.

2. If you made the purchase not as the agent express or understood of said Easton & for his benefit or in trust for him, but bonâ fide and on your own account, has not said Easton or some person repurchased the same lot from you if so, who? Have you not been satisfied for what you bid at said Sheriffs' Sale for said lot: if so were you not thus satisfied before this suit was brought & when? and before this suit was brought did you not consider yourself as holding said lot for Eastons benefit: and have you not frequently admitted that you had no interest in said lot: if so, when did you make such admissions?

3. When this suit was brought, was it not brought for the benefit of said Easton as far as regards lot No 1. purchased by you: and have you not admitted that it was prosecuted for Eastons benefit solely? And do you not now admit that you have no beneficial interest in said lot, or in this suit: and that this suit is conducted for the use, entirely, of other beside yourself: if you have any interest in said suit or in said lot No 1. what is that interest and how great?

4. Have you not received the rents of the said Dillon house ~~and~~ or of a part thereof and of said lot No 1: if so from what time & how long & how much have you thus

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(177) received? Was not your tenant in possession of said house or a part thereof from December 1820 to May or June 1824? and if so at what rent: and has that rent been paid and to whom and what amount; and if it has not been paid what is the reason? Have you not accounted to said Easton for said rent & considered yourself as said Easton's trustee in the receipt thereof? who received said rent between the time of said Mullanphy's purchase of said lot in December 1820 and said Simpson's purchase on 30th April 1821?

5. Who caused this suit to be commenced? At whose expense was it commenced, and has it been carried on? At whose expense is it now conducted? If you recover what will be done with the proceeds of said suit & who will pay Counsel?

2. To be answered by defendant Hunt.

1. When you purchased lot No. 2 on which stood the unfinished stone ware house on 30th April 1820, how much was justly due by Easton on account of your judgments against him: Had not those judgments been then equitably paid? If not were they not soon after paid? Did you not buy said lot in trust for said Easton? Was it not understood that Easton was to have said lot, on paying what was due? When did you first have such understanding? Were you not paid in full before this suit was brought, and thus did you not become the holder of said lot for Easton's use and benefit before this suit brought? Have you not and when admitted that you had no beneficial interest in said lot? 2. Was not suit brought for said Easton's benefit and at his instance? Did you cause it to be brought and is it & has it been prosecuted for your use

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and at your expense?

3. When was you satisfied the amount of your judgments against said Easton, so that you considered your claim to said lot cancelled, or converted into a trust for Easton? State the time precisely. 4. What other property of said Eastons did you purchase under executions on your said judgments against Easton? and do you hold that property still? and for whose use & for how much did you receive it on settlement of the said judgments? If it has been conveyed, to whom, & for what consideration did you convey it or any part, and for whose use did you understand it or any part of it was conveyed?

Bates & Spalding Solrs for defts Mullanphy.

March 1827. And afterwards at the Term of the said Circuit Court sitting as a Court of Chancery begun and held at the City of St Louis within and for the County of St Louis on the Fourth Monday of March in the year one thousand eight hundred and twenty seven, to wit, on Thursday the nineteenth day of April of said year, the above named Wilson P. Hunt filed in Open Court his answer to the cross bill of John Mullanphy in the words and figures following, to wit:

Hunts Answer to Cross bill

Wilson P. Hunt & Robert Simpson & William Rupell Complts in original dependant in cross bill
vs
John Mullanphy & others defts in original & Complt in cross bill
} In Chancery.

The separate answer of William Rupell (one of the complainants in the original bill) to the cross bill of John Mullanphy filed in this cause.

The said Wilson P. Hunt now and at all times saving and reserving to himself all and all manner of benefit and advantage of exception to the manifold errors, uncer-

(179) faintes, imperfections and insufficiencies in the said cross bill contained, for answer thereunto or so much as he is advised is material for him to make answer unto answereth and saith, That the part of the lot of ground purchased by the said John Mullanphy at the said Sheriff's Sale under & by virtue of the said executions in favor of the said Fletcher, Pocock and Hunter contains thirty five feet in front on Main Street (St Louis) by seventy five feet in depth, + towards the Mississippi River and does not include any part of the lot and premises afterwards purchased by this respondent, at Sheriff's sale under the said executions in favor of said Dillon and this respondent; all of which Sales have been truly set forth in the original and supplemental bill, and the facts therein stated by this respondent will sufficiently appear by reference to said Mullanphy's exhibits No. 1. 2. 3. 4 and the said exhibits of the original complainants (G J and H. 8.) and the answer of the said Mullanphy to the original bill. And this respondent alleges that at the Sheriff's Sale so made under the said executions in favor of said Dillon and this respondent, the said Simpson became the purchaser of ~~a~~ the house and lot of ground which had before been purchased as above stated by the said Mullanphy; and this respondent at the same Sale purchased the residue of the lot sold by said Hanly to said Dillon which part so purchased by this respondent lies East of and includes no part of the lot purchased by said Mullanphy and Simpson.

This respondent further answering said cross bill says he does not know of his own knowledge whether the aforesaid execution in favor of the said Dillon was or was not satisfied and paid by the sale of other property as

stated by the said Mullanphy. And this respondent denies that at the time he purchased as aforesaid or at any time since he had full knowledge of any previous purchase of the same premises by the said Mullanphy under the executions of Fletcher, Hunter and Pacock or any other, on the contrary this respondent believes that the statement made in the said crop bill in that behalf is untrue.

This respondent denies that he purchased or held the said premises with or under any privy understanding or in secret trust for the use and interest of any person whatever other than himself but this respondent states that he had no intention at any time to oppress or harass said Easton or deprive him of any portion of his property at prices greatly below its value, his determination was to make out of the property of said Easton full satisfaction of his demands against him; this respondent frequently stated about the time of his purchase & afterwards that he only wanted his debt paid and if that was done he was willing to relinquish his purchase. And this respondent admits that since the filing of said Mullanphy's answer to the original bill he has caused satisfaction of his said judgments to be entered and has reconveyed to the said Easton the lot and premises so purchased by him as aforesaid by deed bearing date the fifteenth day of May in the year eighteen hundred and twenty three. This respondent further states that the time he acknowledged satisfaction of said judgments and executed said deed there remained due to this respondent from said Easton the sum of eight hundred dollars, which sum William Russell (since made a party to this suit) assumed and bound himself to pay to this respondent and believing

(77) 181 the said Sum well secured the respondent acknowledged satisfaction of said judgments as already stated and conveyed said premises to said Easton. And this respondent is informed and believes that said Easton then was, and still is largely indebted to said Rupsell, and that in part satisfaction of said debt, he has since conveyed said premises to said Rupsell. And this respondent answering the several interrogatories specially put by said Mullanphy says 1st. This respondent does not know of his own knowledge whether the execution in favor of said Dillon was fully satisfied or not, by the sale of property of said Easton other than the lot purchased by said Easton of said Dillon.

2d. This respondent denies that said Mullanphy purchased the whole of the lot of ground in the second interrogatory mentioned under and by virtue of the executions in the said interrogatory also mentioned. He admits that said Mullanphy did purchase part of said lot as already stated. This respondent has understood and believes that the Circuit Court of St Louis County did make some order for the distribution of the money made by the sale of Rufus Eastons property under the executions in favor of Fletcher, Pocock & Hunter, but by what authority it was made, and what disposition of the money it proposed to make this respondent is uninformed, but this respondent believes that it purports to apportion the money among certain judgments creditors of whom this respondent was one, and after the lapse of a considerable time this respondent received

a portion of said distribution, but as the same was paid by the Sheriff among other monies without specifying what amount was allotted to this respondent out of the proceeds of the executions of said Fletcher, Pocock and Hunter. This respondent cannot state what amount he did receive by virtue of or in pursuance of the order of said Circuit Court.

3. This respondent says that he did purchase under and by virtue of the executions in favor of said Dillon and himself. That part of the lot lying East of the part previously purchased by said Mullanphy and believes that said Simpson under the same executions purchased the part before purchased by said Mullanphy.

4. This respondent says that he had not at the time he purchased or now any knowledge that said Mullanphy had previously purchased the same premises and moreover believes that the allegations of said Mullanphy in this behalf are wholly untrue; this respondent admits that the purchase money paid by said Mullanphy for the part purchased by him was by some order of the Circuit Court directed to be distributed as this respondent has already stated in his answer to the second interrogatory and admits that he had notice of such order at the time he purchased and denies all knowledge of any other appropriation of said money than as he has already stated.

5. This respondent denies that the ground purchased by him was purchased or held with any privy understanding or in secret trust for any other person or persons whatsoever.

6. This respondent states that he is uninformed touching the matter stated in the sixth interrogatory.

(183) 7. This respondent certainly does not expect to hold said lot since he has transferred his interest in it and does not expect or wish to avoid his own deed.

8. This respondent states that the judgments in his favor against said Easton have been satisfied in no other manner than as already stated.

9. And this respondent further says that he has no lien on any property of said Easton to satisfy any part of said judgments and believes himself amply secured in the personal responsibility of the complainant Rupell as already stated. And having long since ceased to have any interest in the subject matter of this suit, this respondent prays that he may no longer held as a party thereto; that the plaintiffs may prosecute their interests and that this respondent be hence dismissed &c.

Geyer for Compt.

County of St Louis, ss: Wilson P. Hunt being sworn upon his oath says that the facts stated in the foregoing answer as of his own knowledge are true & those stated upon the information of others he believes to be true.

Sworn to and subscribed in open Court April 19. 1827. A. Gamble Clerk

Wilson P. Hunt.

July T. 1827.

And at the next Term of the said Circuit Court begun and held at the City of St Louis within and for the County of St Louis on the fourth Monday of July in the year one thousand eight hundred and twenty seven, on Thursday the twentieth of September of said year, the following proceedings were had in this cause, to wit:

Nisi Decree against Holmes & Elliott

Robert Simpson, Wilson P. Hunt & William Rupell

vs.

John Mullanphy, Pascal L. Cerré, Francis B. Holmes & Andrew Elliott.

On motion of the Complainants by their Solicitor this day made it was alleged that the said Francis B. Holmes

184. and Andrew Elliott two of the above named defendants, although notified by the publication of the order made at the November Term in the year eighteen hundred and twenty six, have not appeared or in any manner answered the bill of said Complainants: Wherefore it was prayed that the allegations in said bill contained be taken as confessed against the said Francis B. Holmes and Andrew Elliott, and the publication of the order of notice being proved to the Court, it is therefore ordered that the allegations in said bill contained be taken as confessed against the said Holmes and Elliott, and if they do not appear at the next Term of this Court and file their answers to said Complainants' bill and show good cause why they have not heretofore appeared and also pay the costs of this decree, then the said decree shall be made final against them but with the condition that if said Holmes & Elliott shall not appear within five years after the final decree and file their bill of review, said decree shall after the end of said five years stand absolute.

November T. 1827. Demurrer of Cere filed.

And at the next Term of said Circuit Court, begun and held at the City of St. Louis within and for the County of St. Louis, on the fourth Monday of November in the year one thousand eight hundred and twenty seven, on Tuesday the twenty seventh of said month, Pascal L. Cere, defendant, filed in open Court, his demurrer to the bill of the complainants in the words and figures following, to wit:

In Chancery. St. Louis Circuit Court.

Wilson P. Hunt, Robert Simpson & William Rupsell } November Term
vs. } 1827.
John Mullanphy, Pascal L. Cere, Andrew Elliott & others }

And the defendant Pascal L. Cere

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(185) answering to so much of said amended bill & said original bill as he is advised is material for him to answer unto & by protestation not confessing or acknowledging all or any of the matters or things in said bill set forth to be true in such sort manner and form as the same are therein and thereby set forth and alleged, answereth and saith that he doth deny all combination and confederacy in said bills charged: and for demurrer unto said bills said defendant saith: that it appears by said bills that the same are exhibited against these defendants and John Mull anphy, Andrew Elliott, Francis B. Holmes ___ for several & distinct matters & causes that have no relation to or dependence upon each other and wherein as it appears by said bills this defendant is in no wise interested or concerned, by reasons of which matters the complainants' bills are spun out to a great length and the defendants forced to have a copy of the whole, & by the mingling defendants & causes together in one bill, in the progress of the suit the pleadings, orders and proceedings will be intricate & prolix and the defendants put to unreasonable costs & charges in consequence thereof: and for that the claim of said Complainant Simpson as set forth in said bills is totally separate and distinct from the said claim of said Hunt as set forth in said bills, and for totally a separate and distinct cause of action in which said Hunt is in no wise concerned or interested; and the said claim of said Simpson is for a totally separate and distinct Cause of action from that of said Hunt as set forth in said original bill & supplemental bill & in which said Hunt is in no wise interested. And for further cause of demurrer

said defendant saith that it appears by said bills that there are heirs of said Thomas Hanly who are not made parties to this suit, whereas the said heirs of Thomas Hanly should as this defendant is advised have been made defendants: Wherefore and for many errors and defects not now mentioned the said defendant does demur in law and does humbly pray the judgment of this honorable Court whether he and other said defendants shall be compelled to make any other or further answer thereto, and does also pray to be hence dismissed &c. J. Spalding for defendant.

County of St. Louis. Pascal Leon Cere defendant as above being sworn saith that the foregoing answer denying the combination and confederacy of him said Cere in said suit is true —— Cere.

Sworn to and subscribed before me this ____ day of November 1827. A. Gamble Clk.

Answer of Simpson to Interrogatories

And at the same Term, on Friday, the fourteenth day of December of said year, Robert Simpson, above named, filed in open Court his separate answer to the interrogatories heretofore filed in this cause by John Mullanphy, in the words and figures following, to wit:

In Chancery St. Louis Circuit Court.

The seperate answer of Robert Simpson one of the Complainants to interrogatories filed by John Mullanphy the defendant in the suit in Chancery wherein Wilson P. Hunt, Robert Simpson and Wm Russell are complainants & John Mullanphy is defendant.

To the first and second interrogatories this defendant answers and says that there was no understanding between himself and any other person in relation to the disposition he might make of the Dillon House and lot prior

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(187) to the purchase of said House. That this defendant did not even expect to become the purchaser of said house at the time he made the bid for it, and certainly should not have bid any great amount for said house by reason of the want of funds and inability to make the payment. That the defendant made but one bid for the Dillon house and no other person bidding for it the property was struck off to this defendant for $300. That this defendant did not pay the purchase money out of the funds of Rufus Easton but from funds of his own creation, and that no person was interested with him in said purchase. This defendant further says that he has not conveyed his right in the Dillon house and lot to any person whatever, but claims the right to do so when and to whom he may think proper. That this defendant now is and always has been willing to convey said property for the benefit of the creditors of Rufus Easton, claiming no other credit or advantage than that denied from the reflection that he has been instrumental in saving something out of the wreck of the property of an unfortunate man. That the purchase money for Dillon house has never been expended to him in any other way than from the rents and profits of the South Store room of said house. That this defendant has an interest in the suit now pending and in defeating the claim set up by John Mullanphy inasmuch as said Mullanphy claims from this defendant all the rents and profits received for said property. For further answers to these interrogatories this defendant refers to his answers to former interrogatories now on file in this suit. To the 3rd & 4th interrogatories this defendant answers

by referring generally to the answer to the 1st & 2d. interrogatories and to former answers. This defendant further answers and says that he has received about five hundred dollars from the rents and profits of the South Store room of the Dillon house: for the other portions of the house this defendant has received nothing. This defendant having from charitable considerations suffered a poor widow to occupy for a short time the aforesaid property rent free, but the said John Mullanphy by means unknown to this defendant entered the premises and defraied this defendant of any advantage which have accrued from the said portions of said house. This defendant does not know of his own knowledge who received the rents and profits of the Dillon house, prior to the purchase of said house by this defendant.

To the 5th interrogatory this defendant answers and says that the records of the Court will show who caused this suit to be commenced. That the plaintiffs in this suit have been at considerable expense and trouble in prosecuting this suit, but this defendant relying on the justness of his claims, confidently believes that the expenses of said suit will be paid by John Mullanphy. As to what will be done with the Dillon house if this defendant recovers, this defendant answers that he will do with it as he may deem meet. As to "who will pay counsel" this defendant, according to his belief, answers John Mullanphy will pay the legal fees.

R. Simpson.

The above defendant to the cross bill of said Mullanphy being sworn upon his oath says that the facts stated in the foregoing answer as of his own knowledge are true & those stated upon the information of others he believes to be true. R. Simpson.

Sworn to in open Court Dec. 14. 1827. A. Gamble Clk.

(186) And at the same November Term of said Court, on Tuesday the eighth day of January in the year eighteen hundred and twenty eight, the following proceedings were had in this cause,

Cerre's Demurrer overruled.

R. Simpson, W.P. Hunt & Wm. Rupell
vs
John Mullanphy, P.L. Cerré, F.B. Holmes & A. Elliott

The demurrer of of P.L. Cerré one of the defendants is by the Court overruled.

Holmes's death suggested.

It is suggested to the Court that since the last continuance of this cause Francis B. Holmes, one of the defendants hath died, which allegation is not denied.

Replication to the answer to supplemental bill filed and case continued. Which said replication is in the words and figures following, to wit:

Replication of Compl.ts to Mullanphy's answer to Sup. Bill.

The replication of Robert Simpson Nelson P. Hunt & Wm. Rupell, complainants to the answer of John Mullanphy to the supplemental bill: These repliants saving and reserving to themselves all manner of advantage of exception to the manifold insufficiencies in the said answer contained for replication thereunto say that they will aver and prove their said bill to be true certain and sufficient in the law to be answered unto, and that the said answer is untrue and insufficient to be ~~answered~~ replied unto by these repliants, without that that there is any other matter or thing whatsoever in the said answer contained, material or effectual to be answered unto, confessed avoided traversed or denied, is true, all which these repliants are ready to aver and prove, as the Court here shall direct and humbly pray as in their said bill they have already prayed.

Geyer Solicitor.

Motion for appointment of Receiver.

And at the same November Term of said Court, on Tuesday the fifteenth day of January in the year aforesaid, these further proceedings were had in this cause, as follows, viz:

Robert Simpson, Nelson P. Hunt & William Rupell
vs.
Pascal L. Cerre, John Mullanphy, Francis B. Holmes & Andrew Elliott.

190. Now at this day come the Counsel for the Complainants and moves the Court that a proper person may be appointed to be receiver of the whole of the rents and profits of the said mortgaged premises in the supplemental bill of Complaint mentioned and described and to account for what he shall receive of such rents and profits and to pay the same over in such manner as the Court shall in this behalf order and direct, which motion is continued.

March T. 1828. And at the next Term of the said Circuit Court begun and held at the City of St. Louis within and for the County of Saint Louis on the Fourth Monday of March in the year eighteen hundred and twenty eight, on Saturday the twenty sixth day of April in said year, the following proceedings were had in this cause, to wit:

Simpson, Hunt and Rupell

vs.

Hearing Mullanphy, Cerré, Holmes and Elliott. This cause come on this day to be heard in the presence of Counsel learned in the law on both sides, upon the Bill, Supplemental and Cross bill, interrogatories and the several answers and replications to the same, whereupon upon debate of the matter and hearing what could be urged on both sides and upon hearing the testimony taken in this cause and the Court not being sufficiently advised of and concerning the premises and what decree to render, take until the next Term of this Court to consider.

Cur. adv. vult.

Motion for receiver continued. The motion for the appointment of a receiver is by the Court continued.

November T. 1828. And at the next Term of said Court begun and held at the City of St. Louis within and for the County of Saint Louis, on the fourth Monday of November in the said year eighteen

(194.) hundred and twenty eight on Monday the fifth day of Janu=
ary in the year eighteen hundred and twenty nine the follow=
ing proceedings were had in this cause.

Simpson, Hunt and Rupell
vs:
John Mullanphy & others } The defendant moves for a
rehearing in this cause and files his reasons therefor.

Motion for a rehearing.—

And afterwards in said Term on Monday the twenty sixth day of January in said year further proceedings were had in this cause as follows:

Robert Simpson, Wilson P. Hunt and William Rupell
vs. } This
John Mullanphy, Pascal L. Cerré and others—

Decree as to Simpson.

cause coming on this day to be heard and debated in the presence of counsel on each side learned in the law upon the bill supplemental bill answers replications and proofs taken in the cause, and the Court upon the said hearing being of opinion that the Complai=nant Robert Simpson is entitled to redeem from the defendant Mullanphy so much of the lot mortgaged by Patrick M. Dillon to Robert + Hanly on the twenty second day of June eighteen hundred and eighteen as was conveyed by the Sheriff of St. Louis County to said Simpson by deed dated the tenth day of May eighteen hundred and twenty one which is thirty five feet more or less on Main Street running toward the river seventy five feet and on which the house called the Dillon House stands, therefore it is ordered and decreed that it be referred to the Commissioner of this Court to take an account of what is due to the defendant Mullanphy as assignee of Hanly for the principal and interest on the mortgage in the pleadings mentioned given by Dillon to said Hanly, and it is further ordered that the Commissioner ascertain the value of so much of said mortgaged premises as was purchased

by the Complainant Simpson at Sheriffs Sale and also the value of the residue of said mortgaged premises which was purchased at Sheriffs Sale by Wilson P. Hunt and that the said Commissioner apportion the amount due on the said mortgage from Dillon to Hanly in the pleadings mentioned for principal and interest between the said premises of the said Complainant Simpson and of the said Hunt taking an account of how much of said mortgage money and interest is the proportion payable out of the said premises of the said Complainant Simpson, and it is further ordered that the said Commissioner do also take an account of the rents and profits of the said mortgaged premises claimed by said Complainant Simpson received by the defendant Mullanphy or by any other person or persons by his order or for his use or which without his wilful default might have been received thereout, And if the said Commissioner shall find that the said defendant Mullanphy has been in possession of and held the said premises of the said Complainant Simpson as owner thereof then the said Commissioner shall set a rent thereon and shall take the said account accordingly, and it is further ordered that the said Commissioner deduct out of what is due for the proportion of principal and interest of the said mortgage money chargeable on the said premises of the said Complainant Simpson the said rents and profits received or that might have been received by the defendant Mullanphy. And it is ordered that said Commissioner take an account of all necessary repairs made by the said Mullanphy upon the said premises of the said Complainant Simpson to be added to the mortgage money and interest

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(93) 193. chargeable on the said premises and for the better taking the said accounts the parties are to produce before the Commissioner all deeds books and papers necessary to the taking of the said account and the said parties are to be examined upon oath if the said Commissioner shall so require them or either of them, and it is further ordered that the said Commissioner make his report to the next Term of this Court and any of the parties are at liberty to apply as there shall be occasion. And it is further ordered that Joseph C. Brown be appointed Commissioner for the purposes aforesaid.

Motion for rehearing overruled. And on the same day these further proceedings were had in this cause, namely: The defendants move the Court to grant them a rehearing, which motion upon mature deliberation is by the Court overruled.

March T. 1829. And at the next Term of the said Circuit Court begun and held on the fourth Monday of March in the year eighteen hundred and twenty nine, on Wednesday, the twenty ninth day of April of said year, the following proceedings were had in this cause, to wit:

Simpson, Hunt & Rupell
vs.
John Mullanphy et al. } The Commissioner in Chancery of this Court to whom this cause was referred ordered to file his report in the premises on or before the first day of the next Term of this Court.

July T. 1829. And at the next Term of the said Circuit Court begun and held at the City of St Louis within and for the County of Saint Louis on the fourth Monday of July in the year eighteen hundred and twenty nine; this cause was continued.

Nov. T. 1829. And at the next Term of said Court held as aforesaid and begun on the fourth Monday of November in the same year this cause was further continued for the report of the Commissioner.

March 1830. And at the next Term of the said Circuit Court held as aforesaid and begun on the fourth Monday of March in the year one thousand eight hundred and thirty, the following proceedings were had in this cause,

Robert Simpson, Wilson P. Hunt and William Russell
vs.
John Mullanphy, Pascal L. Cerré and others

Confirmation of Comm^rs report.

Joseph C. Brown Esquire Commissioner files his report and the accounts by him taken in this case, and it is ordered by the Court that the report of said Commissioner be confirmed.

July 1. 1830. And at the next Term of the said Circuit Court, begun and held as aforesaid on the fourth Monday of July in the year eighteen hundred and thirty, on Thursday the second day of September in said year, the following proceedings were had in this cause:

Robert Simpson, Wilson P. Hunt and William Russell
vs.
John Mullanphy, Pascal L. Cerré and others.

Comm^rs a/c allowed. The Court allow an account of Joseph C. Brown, amounting to sixty dollars for his services as commissioner in this case.

Petition for rehearing. The Solicitor for the defendant by leave of the Court withdraws his petition for rehearing and files a new petition and the said cause as to William Russell one of the Complainants is continued.

And the said new petition of the said William Russell is in the words and figures following, to wit:

In Chancery between William Russell & others Compts
and
John Mullanphy Compts.

To the honorable the Circuit Court of the County of St Louis sitting as a Court of Chancery.

The petition of William Russell one of the Complainants respectfully sheweth. That your petitioner finds himself

(195 ~~56~~) aggrieved by the decretal order made by this honorable Court in the above entitled suit - whereby it was among other things ordered that the bill of Complaint as to your petitioner be dismissed, and your petitioner submits that said decree is erroneous, because your petitioner insists that by the bill, answer, exhibits and proofs on which said decree is founded your petitioner was entitled to redeem the lot and premises claimed by him in and by said bill and which he prays to be allowed to redeem; and that he was moreover entitled to redeem the whole property mortgaged by Thomas Hanly to Pascal Cenré, unless the defendants Holmes and Elliott should redeem the same by a time to be limited by the decree of this Court. And your petitioner further humbly submits that the said decree is erroneous as relates to the lot and premises claimed by him as aforesaid, and that he is aggrieved thereby; because by the bill, answers, exhibits and proofs aforesaid it appears that the whole square of ground of which said lot and premises forms a part was mortgaged by Thomas Hanly to Pascal Cenré, and that said lot and premises claimed by your petitioner was conveyed by said Hanly to Patrick M. Dillon subject to said mortgage, and that by said Conveyance said Dillon acquired only an equity of redemption, and that all his Dillon's interest was by him Dillon mortgaged Hanly, and the remaining interest or right to redeem under said mortgage conveyed to Rufus Easton, that said lot and premises was sold at Sheriff's Sale under a judgment & execution to Nelson P. Hunt he the said Rufus Easton being at the time of said Sale

out of possession, that said petitioner derives title to said lot and premises by conveyances from said Hunt to Easton and from said Easton to him, and also by conveyance from said Easton to George Morton and Philip Rocheblave and from them to your petitioner – all which conveyances were in due form by law executed and delivered – That said Mullanphy claims said lot and premises by virtue of an assignment of the mortgage from Hanly to Cerré & by virtue also of the assignment of Dillon's mortgage to Hanly and also by virtue of a judgment & execution & sale to him thereunder. Which said judgment was rendered after the conveyance was so made by said Easton to said Morton & Rocheblave. That at the hearing all the said deeds were read whereby it appeared that all the interest which the said Rufus Easton had in said lot & premises was vested in your petitioner but this honorable Court adjudged that said interest was vested in said Mullanphy – which your petitioner submits was erroneous and he is advised and so now submits to the Court that no title whatever passed by any of the sales made by the Sheriff as aforesaid to said Hunt or the said Mullanphy – the said Rufus Easton & Patrick all Dillon being both at the time of said sales out of the possession of the premises, and the said Rufus Easton having then no legal estate therein subject to sale under execution, further that if said sales were valid then the sale to Hunt divested said title if any Easton had, consequently Mullanphy purchased no interest at the sale to him.

The petitioner further submits that the said decree is erroneous because it dismisses the bill as to the Complainant and does not decree in whom is vested the right

(97) to redeem the whole square which had been vested in Easton whereas if Robert Simpson the other complainant holding under said Easton a part of the premises included in the mortgage from Dillon to Hanly is entitled to redeem the whole square mortgaged by Hanly to Cerré, in virtue of the interest so derived, the petitioner insists that the lawful assignee of Easton as to the other part of the premises so mortgaged by Dillon to Hanly is entitled to come in jointly with Simpson in said redemption, and if said Mullanphy be adjudged by this Court to be such lawful assignee the decree allowing the whole to be redeemed ought to exclude the right of said Mullanphy. but your petitioner humbly insists that he is the only assignee and representative of said Easton in the premises aforesaid and as such entitled to redeem the same from said Mullanphy as assignee of said Dillon, and also the whole square mortgaged to Cerré as aforesaid. The petitioner further submits that by the bill, answers, exhibits and proofs in this cause it appears that Robert Simpson claims part of the premises mortgaged by Dillon to Hanly under and by virtue of a sale made by the Sheriff of St Louis County under sundry judgments and executions against Rufus Easton; that your petitioner derives title to the whole of the interest of said Easton in said premises so mortgaged by Dillon to Hanly by regular conveyances from said Easton and your petitioner submits that so much of the described order aforesaid as allows said Simpson to redeem a part of the premises as aforesaid because by by said bill exhibits and proofs

it appears that said Easton at the time said Sheriff's sale to Simpson - said Easton was not in possession of any part of said premises. and your petitioner is advised and insists that no title passed to said Simpson by said sale; but on the contrary thereof your petitioner ~~prays~~ shews a lawful title to all the interest which Easton ever had in said premises, and according to equity ought to have been allowed to redeem the whole premises, according to the prayer of the bill - all which is respectfully submitted. Whereupon your petitioner humbly prayes a rehearing of the said cause for the whole or such part and on such terms as to your honor shall deem according to equity and your petitioner will pray &c.

Geyer Sol. for petitioner. —

Report of Comr. confirmed. - And at the same Term and on the same day further proceedings were had in this cause, as follows:

Robert Simpson, Wilson P. Hunt and William Russell

vs.

John Mullanphy —

Now at this day come the parties aforesaid by their respective Solicitors and the report made by Joseph C Brown the Commissioner appointed to take an account in this cause by the former order of this Court, being now fully considered by the Court and the same not being excepted to by either of the parties, It is ordered that the said report of the said Commissioner be confirmed and that the account reported by the said Commissioner as his account numbered two be the account confirmed by this Court, and that the same be taken as the basis of the decree in this cause by which account it appears that the balance due to the said

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defendant Mullanphy on the eighth day of February in the year eighteen hundred and thirty and which was chargeable on the premises in the pleadings described as claimed by the said Simpson was one thousand and seventy two dollars twenty six and a half cents, and this Court proceeding to take an account of what sums have been received by the defendant Mullanphy as the rents issues and profits arising from the said premises claimed by the said Complainant Simpson since the said eighth day of February in the year eighteen hundred and thirty and also an account of the principal and interest of the mortgage money and other incumbrances due to the said Mullanphy and chargeable upon the said premises do find that the amount this day justly due to the said Mullanphy and chargeable upon the premises is eight hundred and forty eight dollars and sixty cents there being no evidence of any change in the said property or of any new incumbrance thereon and the parties agreeing that the rents and profits be estimated at five hundred dollars per annum.

And on the same Term and on the same day these further proceedings were had:

Final Decree

Robert Simpson, Wilson P. Hunt and William Russell
vs.
John Mullanphy—

Now at this day come again the parties aforesaid by their Solicitors and this cause coming on for a final decree thereon upon the pleadings, exhibits, depositions, documents and the report of the Commissioner, For that it appears to the Court that the Complainant Robert Simpson is entitled to redeem from the defendant John Mullanphy the

lot purchased by said Complainant Simpson at Sheriff's Sale as said purchase is evidenced by the deed of said Sheriff to said Simpson dated the tenth day of May eighteen hundred and twenty one and made an exhibit in this cause and which lot is described in said deed as situate on Main Street in the town of St Louis bounded South by a Cross Street that separates it from N. Chouteau, West by first Main Street, North by Hanly's lot, and East by a lot purchased the same day with the sale of this lot by Wilson P. Hunt, this lot is the same called numbered one in the advertisement of the premises and contains thirty five feet on Main Street more or less and running toward the river twenty five feet upon the lot whereon the large brick building called Dillon House, and for that the said Complainant Simpson is entitled to hold the said lot and premises free clear and discharged from all incumbrances owned or claimed or done or suffered by the said Mullanphy thereon upon the payment by the said Simpson to the said Mullanphy of the sum ascertained to be due upon the account taken in this cause, and particularly that the said Complainant Simpson is entitled in law upon such payment to hold said premises free clear and discharged from the mortgage given by Patrick M. Dillon to Thomas Hanly and the mortgage given by Thomas Hanly to Pascal L. Cere of both of which the said Mullanphy is the assignee. Therefore the Court doth think fit to order adjudge and decree and it is accordingly ordered adjudged and decreed that upon the payment by the said Complainant Robert Simpson to the defendant John Mullanphy of the sum found to be now due by the

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(84.)

account taken in this cause which sum is eight hundred and forty eight dollars and sixty cents within one year from this day the said Mullanphy shall surrender to the said Simpson the said premises in the said Sheriff's deed to the said Simpson described being a lot in the present city of St. Louis bounded South by a Cross Street that separates it from P. Chouteau, West by first Main Street, North by the lot called in said Sheriff's deed Hanly's lot, and East by a lot purchased by Wilson P. Hunt on the same day of the sale to Simpson and being thirty five feet on Main Street more or less and running towards the river seventy five feet the said premises to be held by said Simpson free and clear from all incumbrances claimed or done or suffered by the said Mullanphy or by any other person claiming by through or under him and particularly free clear and discharged from the mortgage in the pleadings mentioned as given by Patrick M. Dillon to Thomas Hanly and by Thomas Hanly to Pascal L. Cerré and the said Mullanphy upon such payment being made to him by said Simpson is to deliver up to the said Simpson all deeds and writings in his custody or power relating to the said premises, but in default of the said complainant Simpson paying or tendering to the said Mullanphy the said sum of eight hundred and forty eight dollars and sixty cents above mentioned within one year from this date then the said bill against the said Mullanphy as to the said Complainant Simpson shall stand and be from thenceforth dismissed with costs to be taxed, and it is

further ordered, adjudged and decreed that the Complainant Simpson recover of the said defendant Mullanphy his costs about his suit in this behalf expended.

Order of Publication to M. Holmes

And afterwards, in vacation the following order of publication was made in this cause, by and before the Clerk of said Court: In the St Louis Circuit Court, State of Missouri. In Vacation. Robert Simpson, Wilson P. Hunt and ~~Wilson P. Hunt~~ William Russell Complainants vs: John Mullanphy, Pascal L. Cerré, Andrew Elliott and Francis B. Holmes Defendants. To Mary Holmes widow and sole executrix and devisee of the last will and testament of said Francis B. Holmes, and Robert Holmes his only child and heir at law both residing (as it is said) in the City of Pittsburg and State of Pennsylvania. Take Notice, That heretofore to wit in the life time of the said Francis B. Holmes, the Complainants in this suit filed their bill in Chancery in this Court against the above named defendants John Mullanphy, Pascal L. Cerré, Andrew Elliott and the said Francis B. Holmes and to which suit the said Francis was made a party by the publication of notice as directed by the Statute in cases of non resident defendants and having failed to enter his appearance according to law and the rules of the Court it was ordered, adjudged and decreed by said Court at the July Term thereof in the year one thousand eight hundred and twenty seven that the allegations in said bill contained be taken as confessed against the said Francis, but with the limitations and conditions set forth in the Statute. And afterwards, to wit at the November Term of said Court held in the City of St Louis within

203 (74) and for the County of Saint Louis on the fourth Monday of November in the year 1828, it was suggested to said Court that since the last Continuance of said Cause the said Francis B. Holmes had died which allegation was not denied; and now on behalf of said Complainants it has been stated in writing to the Clerk of said Court in vacation, and which Statement is verified by oath, that you the said Mary Holmes executrix and devisee of the said Francis and the said Robert Holmes son and heir at law of said Francis B. Holmes do not reside within this State, and that you as the legal representatives of said Francis are interested in said Suit, wherefore on motion it is ordered that the said Mary Holmes and Robert Holmes be notified by a publication of this order to be made in some newspaper published in the City of St Louis that the above named Complainants have filed their original and supplemental bills in this Court against the ~~above~~ named defendants, the substance of which is that said Holmes and Elliott became the purchasers at Sheriff's sale in the year 1821 of a certain Square of ground in the City of St Louis bounded as follows, on the West by Main Street in the Town of St Louis in the County of St Louis and State of Missouri aforesaid, to the North by a cross Street running to the River Mississippi, to the East by the bank of said River, and to the South by a cross Street, which separates the said Square or lot of ground from that of Pierre Chouteau, containing ~~three~~ two hundred and forty feet French measure in front on said Main Street by about one hundred and fifty feet French measure in depth

being the late residence of Thomas Hanly deceased and
+ now in the possession of John Mullanphy with the improve-
ments thereon told as the property of said Hanly; that the
said square of ground had been purchased by said Han-
ly of Pascal L. Cerré and wife and mortgaged by said
Hanly and wife to said Cerré to secure the payment
of the purchase money due; that the said Hanly and
wife afterwards sold thirty five feet of said lot fronting
on the said Main Street and running back to the river
Mississippi being the South side of said Square to one
Patrick M. Dillon and took from him a mortgage to se-
cure the greater part of the purchase money, that said
Dillon and his wife conveyed the said ground last men-
tioned to Rufus Easton and that said Complainants
claim as the assignees of Dillon and Easton and pray
amongst other things that they may be permitted to re-
deem said mortgaged premises last mentioned, that
the said John Mullanphy and the said Holmes and El-
liott may be compelled to pay and satisfy to the said
Pascal L. Cerré or his assignee or other representatives
whatever sums may appear to be due on the said mortgage to the
said Cerré or that the said Complainants may be per-
mitted to redeem the said mortgaged premises, that an
account may be taken of the principal and interest due
on the said mortgages respectively. also an account of the
rents and profits of the said mortgaged premises res-
pectively: and also praying for such general relief in the
premises as the nature of the case shall require and to

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(A.) the Court shall seem meet to be granted. Upon the said Mary Holmes and Robert Holmes are therefore required to appear on the first day of the next March Term of this Court to be held at the City of St Louis within and for the County of Saint Louis on the fourth Monday of said Month in the year 1831 and answer the aforesaid original and supplemental bills or that the same will be taken for confessed. And it is further ordered that a copy of this order be published for eight weeks successively the last insertion to be at least four weeks before the said March Term.

Archibald Gamble. Clerk.

March T. 1831. And at the next Term of the said Circuit Court begun and held as aforesaid on the Fourth Monday of March in the year eighteen hundred and thirty one, on the second day of said Term, the answer of Mary Holmes to the bills of the Complainants was filed in said Court, in the words and figures following, to wit:

Answer of Mary Holmes. The several answer of Mary Holmes widow and sole executrix and devisee of Francis B. Holmes dec'd late of the County of Allegheny and Commonwealth of Pensylvania, to the bill of Complaint of Robert Simpson Wilson P. Hunt and William Russell, filed in the Court of Chancery for the St Louis Circuit State of Missouri:

This respondent saving and reserving to herself all and all manner of advantage and exception to the many errors uncertainties and other imperfections in the said bill of Complaint contained for answer thereto or to so much thereof as this respondent is advised it is material or

necessary for her to answer unto, She answering saith, - that She has heard and believes and admits that her said husband F. B. Holmes and Andrew Elliott became purchasers in some manner of the lot of ground described in said bill about the year 1831 and that said Elliott has since transfered and conveyed all his estate and interest in the same for a valuable consideration but how or in what manner the said purchase was made this respondent can only say from information derived from others and in further answering this respondent saith that She knows nothing of the alleged sale by Thomas Hanly and wife of thirty five feet of said lot or Square of ground being the South end thereof and She prays that as to this the said Complainant may be held to Strict proof. And further this respondent says that She does not know or admit that the said Hanly mortgaged the said lot of ground or any part thereof to Pascal L. Cerré for the purchase money of the same or any other purpose and as to this She prays that complainants may be held to Strict proof. And this respondent in further answering says that She is a Stranger to most of the facts and circumstances arising in this case and She prays that in all things where her interest may be compromitted precluded or barred that the said Complainants and Defendants may be held to Strict proof and in particular if any the parties complainants or defendants in said bill shall attempt to affect or injure her rights in and to said lot of ground and the equity of redemp-

207. (~~78~~) tion thereof. And if it shall be found upon an account duly and fairly taken that there is yet money due to the said Pascal L. Cerré or his assigns which is secured by mortgage on said premises this respondent hopes the Court will allow her convenient time to pay and discharge the same and redeem the premises from the operation of such mortgage as she is willing and desirous to do. And this respondent denies all fraud and all manner of confederation &c in said Complainants' bill charged against her. And this respondent having answered the said bill of Complaint according to her knowledge and belief, protesting that there is nothing in said bill of Complaint contained which is true and material which is not herein & hereby sufficiently answered traversed and denied, humbly prays to be hence dismissed with her reasonable costs and charges in this behalf wrongfully sustained.

Witness Charles H. Israel. Mary S. Holmes.

City of Pittsburgh. ss. Personally appeared before me Charles H. Israel Esqr an alderman in and for said City Mary Holmes who being by me duly sworn deposeth and saith that the matters and things in the above answer in chancery stated are true as they there stand stated as she verily believes, and further saith not.

Sworn to and subscribed before me this 14 day of March 1831. Mary S. Holmes.

Charles H. Israel. Ald.

Pensylvania } p: J. William McCandles prothonotary
Allegheny County } of the Court of Common Pleas in & for

the County of Allegheny in the State aforesaid do certify that
Charles H. Israel before whom the foregoing acknowledgement
was taken was at the time of taking such acknowledgment and now is an Alderman of the City of Pitts-
burg with the power of an Acting Justice of the Peace
in & for the said County, duly commissioned & sworn to all
whose acts as such due faith & credit are and of right
ought to be given throughout the United States and elsewhere. In
testimony whereof I have hereunto set my hand and affixed
the seal of the said Court this fourteenth day of March —
in the year of our Lord one thousand eight hundred and
thirty one and in the fifty fifth year of American In-
dependence. Wm. McCandless. Pr. —

Pennsylvania } ss: I Charles Shaler president Judge
Allegheny County } of the fifth Judicial District of Penn-
sylvania composed of the Counties of Allegheny, Beaver
and Butler do certify that William McCandless Esquire
by whom the above certificate was given and who has
thereunto in his own proper hand writing subscribed
his name was at the time of giving such certificate
and now is Prothonotary of the Court of Common Pleas
in and for the County aforesaid in the State aforesaid
duly commissioned & sworn to all whose acts as such
due faith and credit are & of right ought to be given
throughout the United States and elsewhere. And that the
foregoing certificate is in due form of law. In testimony
whereof I have hereunto set my hand and affixed my

209 (93) Seal this fourteenth day of March in the year of our Lord one thousand eight hundred and thirty one.

Charles Shaler. L.S.

And at the same (March) Term of the said Circuit Court, on Monday the twenty fifth day of April in same year, the following proceedings were had in this cause, to wit:

Robert Simpson and William Russell
vs:
John Mullanphy and others

Bill dismissed as to Rob. Holmes

On motion of the said Complainants by their Solicitor this day made for leave to dismiss their bill as to Robert Holmes heir at law of Francis B. Holmes without prejudice the leave aforesaid is granted and it is ordered that the bill of the said Complainants as to the said Robert Holmes be hence dismissed. And the said Complainants by their Solicitors aforesaid further move the Court to strike out the answer filed by Mary Holmes widow and devisee of said Francis B. Holmes deceased the same not being authenticated according to law, and that the allegations in said bill contained be taken as confessed against her, and forasmuch as it appears to the Court that the answer of the said Mary Holmes filed in this case is not sworn to and authenticated according to the Statute in such case made and provided, It is therefore ordered that the said answer of the said Mary Holmes be stricken out, and the said Mary having failed to answer said bill of complaint it is ordered and adjudged by the Court that the said bill and all the allegations therein contained be taken as confessed against the said Mary Holmes.

Answer of Mary Holmes stricken out.

And at the same Term on the same day further

proceedings were had in this cause, as follows, to wit:

Robert Simpson and William Russell
agnst
John Mullanphy and others — The petition for

Rehearing overruled. a rehearing filed by the Complainant William Russell upon the pronouncing the decree in this case being submitted to the Court without argument, The Court upon mature deliberation upon the matters in said petition contained, doth overrule the motion for a rehearing of said cause as to the said William Russell.

July T. 1831. = And at the next Term of the said Circuit Court begun and held at the City of St. Louis within and for the County of Saint Louis on the Fourth Monday of July in the year eighteen hundred and thirty one, On Friday the twenty sixth day of August, in said year, the following proceedings were had in this cause, namely:

Decree. Simpson, Hunt and Russell
against
John Mullanphy and others Now at this day to wit the 26th day of August being the July Term in the year 1831 come as well the said Complainants as the said defendants by their Solicitors and on motion of the said

Final as to M. Holmes Complainants and it appearing to the Court that Mary Holmes one of the said defendants against whom an interlocutary decree taking the bill as confessed was entered at the last Term of the Court hath not filed her answer as required by the Statute or shewn any cause why the same was not done, It is therefore ordered and decreed that the said interlocutory decree do stand absolute against the said Mary Holmes from this day.

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(~~94~~)

Decree as to Hunt & Rupell.

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And the Court in the presence of Counsel on both sides upon the pleadings in this cause and the exhibits and proofs adduced by both parties and after argument had proceed to pronounce a final decree between the said Complainants Wilson P. Hunt and William Rupell and the said defendant John Mullanphy. And inasmuch as it appears to the Court from the pleadings, exhibits and proof read on the hearing of this cause that the said Wilson P. Hunt or the said William Rupell Complainants in said bill are not entitled to relief as in and by said bill is prayed, and that the said bill ought to be dismissed out of this Court, the Court doth therefore order adjudge and decree that the said bill as to the said Complainants Wilson P. Hunt and William Rupell be hence dismissed. Whereupon the said William Rupell prays an appeal from said decree to the Supreme Court and it is granted and the said William Rupell as principal and Archibald Gamble and Robert Simpson as securities acknowledge themselves to be indebted to the said John Mullanphy in the sum of five hundred dollars to be levied of their respective goods and chattels lands and tenements. The Condition of this recognizance is such that if the said William Rupell shall prosecute his appeal in this case with effect and abide and perform the decree of this Court if affirmed or otherwise abide and perform such decree as may be pronounced by the Supreme Court and pay all damages and costs that may be adjudged against him, shall then this recognizance to be void otherwise to remain

in full force.

And the said John Mullanphy also prays an appeal to the Supreme Court from the decree of this Court pronounced on the second day of September in the year eighteen hundred and thirty in favor of the said Complainant Robert Simpson, and the Counsel of the said Simpson consenting that the same be allowed at this Term, the said prayer is granted. And the said John Mullanphy as principal and Sullivan Blood and Daniel D. Page as security acknowledge themselves to be indebted to the said Robert Simpson in the sum of three thousand dollars to be levied of their respective goods and chattels lands and tenements, the condition of this recognizance is such that if the said John Mullanphy shall prosecute his appeal in this case with effect, and abide and perform the decree of this Court if affirmed, or otherwise abide and perform such decree as may be pronounced by the Supreme Court and pay all damages and costs that may be adjudged against him, then this recognizance shall be void otherwise to remain in full force. Thereupon it is ordered that the record and proceedings in this suit be certified to the Supreme Court at the next Term thereof.

And thereupon, namely on the thirty first day of August in the aforesaid year one thousand eight hundred and thirty one, a bill of exceptions was filed in this cause, which being here copied reads as follows, to wit:

Bill of Exceptions

(905)

213.

Robert Simpson, Wilson P. Hunt and William Russell

vs:

John Mullanphy and others.

Be it remembered that at the hearing of this cause the Complainants produced and read in evidence all the deeds records and documents by them exhibited with their bills and their answers to the Cross bill of the defendant Mullanphy, that is to say, Exhibits A. No 1. B. No 2. C. No 3. D No 4. E No 5. F No 6. G. No 7. H. No 8. I. No 9. L. No 10. M. No 11. N. No 12. O. No 4. P. No 5. Q. No 2. R No 3. Z No 1, all of which were duly proved or admitted as evidence - also an order of the St Louis Circuit Court marked Exhibit No 5. The Complainants also read in evidence -

Deed mk^d M & R. The following deed, marked M & R, "Know all men by these presents that we George Morton and Philip Rocheblave of the Town of St Louis in the State of Missouri are held and firmly bound unto Rufus Easton of the same place in the penal sum of ten thousand dollars to be paid to the said Rufus Easton his heirs and assigns to the payment whereof well and truly to be made we bind ourselves and our heirs firmly by these presents - Witness our hands and seals this 18th day of November in the year of our Lord one thousand eight hundred and twenty. The condition of the above obligation is such that the said Rufus Easton did by deed of conveyance bearing date the 18th day of November in the year of our Lord one thousand eight hundred and twenty executed in due form of law convey to the said George Morton and Philip Rocheblave house carpenters in partnership and to their heirs and assigns forever a certain lot or piece of land situate in the town of St Louis

214. between the Main Street and the river being part of a lot which lately belonged to one Patrick M. Dillon and was conveyed to him by deed dated the 22d day of June in the year of 1818 and recorded in Book S. page 290 the 28th July 1818 in the office of the recorder of deeds for St. Louis County the said piece of land is bounded as follows, beginning on the river Mississippi at low water mark, where the South line of the said lot strikes the said river thence Westwardly with the said South line to the South Western corner of the Stone house now erecting on the said piece of ground intended for a warehouse thence continuing Westwardly on the same line Sixteen feet from the said ware house thence Northwardly at a right angle with the said line above described thirty five feet to the North boundary line of the said lot, thence Eastwardly with the said North line to the Mississippi river thence with the river as the same meanders to the place of beginning together with all the houses and other buildings erected or to be erected thereupon and particularly the Stone Ware house to be erected thereon for the consideration of one thousand ninety two dollars and forty nine cents worth of house carpenter and joiner work done by them at the Dillon House so called and also for the consideration of seven thousand nine hundred thirty five dollars and twenty five cents worth of carpenter and joiner work which the said Morton and Rocheblave by their articles of agreement of the 15th February 1820 are bound to do and perform for the said Rufus Easton of which last

(4)
215.

mentioned Sum they have received payment of said Rufus Easton in lands to the amount of three thousand one hundred and and seventy four dollars and fifty cents — as will appear by the said Articles of agreement making the consideration of the said deed five thousand eight hundred and fifty four dollars and twenty four cents and the said Morton and Rocheblave for themselves ~~and~~ their heirs and other representatives Covenant and agree with the said Rufus Easton his heirs and assigns that they the said Morton & Rocheblave will proceed to finish off the Stone ware house above mentioned in a manner suitable to be used as such furnishing such necessary materials as they shall find it convenient to supply - they shall from time to time as the work progresses render to the said Rufus Easton his heirs or assigns a just true and full account of all the work and labour by them done and performed on the said ware house and of all the materials found & supplied by them for that purpose; & whenever they shall have performed work on the said ware house to the value of one hundred dollars, they may ascertain and liquidate the amount in the manner specified in the said Articles of agreement, but payment thereof shall not be then demanded, they shall receive the rents and profits of said ware house and lot until by that means three fifths of the value of the work by them done on the said ware house and three fifths of one thousand and ninety two dollars and forty nine cents (the amount of the work done by them for

the said Rufus Easton at the Dillon House as above said and for the value of all materials by them furnished — for building and completing the said ware house with ten per centum interest thereon from the time of delivery) shall be paid; and the said Morton and Rocheblave or either of them shall not sell or convey the said ware house and lot to any person whatever without the consent of the said Rufus Easton his heirs or assigns first had in writing upon pain and penalty that the deed to them therefor — shall become null and void both in law and equity: and for any payments that the said Rufus Easton his heirs & assigns may make to them toward their work and labour and materials found as above said they will from time to time give good and sufficient receipts to extinguish their debt, demand and interest for so much as shall be paid. And it is further covenanted and agreed on the part of said Morton and Rocheblave and their heirs that if the said Rufus Easton his heirs or assigns shall pay to them or tender to them in gold or silver coin or current bank notes at any time hereafter the amount of all monies due them for the work and labour done or to be done & materials found as above said by them the said Morton and Rocheblave for the said Easton his heirs or assigns the aforesaid deed of conveyance for the said ware house & lot shall be wholly null and void and the title to the same revest in him the said Rufus Easton his heirs or assigns and the said Morton and Rocheblave will thenceforth reconvey the same to him or

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them. And the said Morton and Rocheblave further covenant with the said Easton his heirs and assigns that after any part of the said ware house shall be prepared suitable to rent they will render to the said Easton his heirs or assigns once in every month a true account of all the
26 rents and profits of the said ware house and the same shall shall be a discharge for so much of the debt and interest above said: Now if the said Morton and Rocheblave shall and do well and truly keep and perform all and singular the covenants above-mentioned on their part with the said Rufus Easton his heirs or assigns then the above obligation shall be null and void otherwise to remain in full force

George Morton [Seal]
for himself and Philip Rocheblave

Note.
The word "work" in the 21st line of 2d page Copartners, figures "1820" in 26th line same page words "at any time hereafter the amount" in the 9th line of 4th page and word "house" in 26th line of same page interlined and words "at any time hereafter the amount" "three fifths" in 9th line of 4th page erased before signing. Signed Sealed and delivered in presence of Witness Wm Williams.

Received of Rufus Easton in part under our covenant and bond to him of the 18th November 1820 to which this is annexed relating to work as house carpenters upon the Stone ware house we have undertaken to complete and which with the lot has been conveyed to us the sum of seven hundred seventy four dollars and fifty cts cents. Morton & Rocheblave.

And the Complainants also read the original of said Exhibit H

A.H.No.8. No 8, in the words and figures following to wit, (marked A. H No 8. :

To all to whom these presents shall come I Joseph C. Brown Sheriff of St Louis County in the State of Missouri send Greeting. Whereas certain executions issued from the Clerks office of the Circuit Court within and for the County of St Louis returnable to April Term of the said Court, in the year of our Lord eighteen hundred and twenty one in favor of Wilson P. Hunt against Rufus Easton the said executions being directed to the Sheriff of the County of St Louis and to me the said Sheriff delivered, a copy of which said executions is hereunto annexed and makes a part and parcel of this deed; by virtue of which said executions I the said Sheriff on the Month of May in the year of our Lord eighteen hundred and twenty one did levy and seize all the right, title, claim interest and property of the said Rufus Easton to the following described property amongst other property taken to wit one lot in the town of St Louis bounded on the South by the Cross Street next South of Thomas Hanly's on the East by the River Mississippi on the West by a lot advertised as lot No 1. with the Dillon House, the said Western boundary being seventy five feet from Main Street & parallel to it and bounded on the North by Thos Hanly's lot the lot intended thus to be described is about thirty five feet more or less & is numbered in the annexed advertisement as lot No 2. with a large Stone building on it unfinished, the same being advertised agreeably to law as will appear from a copy of the advertisement hereunto annexed, and which also

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makes a part and parcel of this deed; by virtue of which said executions and advertisement I did on the 30th day of April in the year of our Lord eighteen hundred and twenty one agreeably to the advertisement thereof, at the Court House door during the Sitting of the said Court, expose to public Sale for ready Cash all the right, title, claim, interest and property of the said Rufus Easton in and to the premises and Wilson P. Hunt being the highest and last bidder for the same at the sum of one hundred and one dollars Now therefore know Ye that I Joseph C. Brown Sheriff aforesaid for and in consideration of the sum of one hundred and one dollars to me in hand paid by the said Wilson P. Hunt the receipt whereof I do hereby acknowledge; and by virtue of the authority in me vested by law, I do hereby transfer and assign to him the said Wilson P. Hunt all the right title claim interest and property of him the said Rufus Easton in and to the aforesaid premises that I might sell agreeably to law, as sheriff aforesaid, by virtue of the aforesaid executions and advertisement, to have and to hold the said premises to him the said Wilson P. Hunt and his heirs and assigns forever. In testimony whereof I Joseph C. Brown Sheriff of the County of St. Louis have hereunto set my hand and seal on this the twenty ninth day of May in the year of our Lord eighteen hundred and twenty one and of the Independence of the United States the forty fifth. Joseph C. Brown Sheriff (Seal)
Signed Sealed and delivered in the presence of _____

County of St. Louis. S.S.

The State of Missouri to the Sheriff of the County of St. Louis

Greeting: Whereas Wilson P. Hunt at our Circuit Court before our Judge thereof recovered against Rufus Easton the sum of six thousand four hundred and forty eight dollars and eighty cents for his damages by him sustained by reason of the non-performance of certain promises and undertakings in the declaration mentioned and also his costs and charges by him about his suit in that behalf expended which to the said Wilson P. Hunt were adjudged as appears to us of record; these are therefore to command you as we have heretofore commanded you that of the goods and chattels, lands and tenements of the said Rufus Easton in your bailiwick you cause to be made the aforesaid damages and costs, and that you have the same before the Judge of our said Court on the first Monday of April next, to render to the said Wilson P. Hunt the damages and costs aforesaid. And for want of sufficient goods and chattels, lands and tenements whereon to levy and make the same we command you to take the said Rufus Easton if he be found in your bailiwick, and him safely keep so that you may have his body before the same judge on the said first Monday of April to satisfy the said Wilson P. Hunt of the aforesaid damages and costs, and that you certify to our said judge how you execute this writ; and have you then there this writ. (Seal) Witness Archibald Gamble Clerk of our said Court at St. Louis this nineteenth day of December in the year of our Lord one thousand eight hundred and twenty one and of our Independence the forty fifth.

A Copy Jos. C. Brown Aff. Archibald Gamble Clerk

County of St Louis. ss.

(99) 221. The State of Missouri to the Sheriff of the County of St Louis Greeting
Whereas Wilson P. Hunt at our present Court before our Judge
thereof recovered against Rufus Easton the sum of three thou=
sand six hundred and twenty six dollars and thirty three
Cents for his damages by him sustained by reason of the
non performance of certain promises and undertakings in the
declaration mentioned and also his costs and charges by him
about his suit in that behalf expended, which to the said
Wilson P. Hunt were adjudged as appears to us of record:
These are therefore to Command you that of the goods and
Chattels lands and tenements of the said Rufus Easton in
your Bailiwick, you cause to be made the aforesaid dama=
ges and costs, and that you have the same before the
Judge of our said Court on the first Monday of April
next to render to the said Wilson P. Hunt the damages and
costs aforesaid: and for want of sufficient goods and Chat=
tels lands and tenements whereon to levy and make the
same we Command you to take the said Rufus Easton if
he be found in your Bailiwick, and him safely keep so
that you may have his body before the same Judge on the
said first Monday of April next to satisfy the said
Wilson P. Hunt of the aforesaid damages and costs, and that you
certify to our said Judge how you execute this writ and
have you then there this writ. (Seal) Witness Archibald
Gamble Clerk of our said Court at St Louis this nineteenth
day of December in the year of our Lord one thousand
eight hundred and twenty one and of the Independence of
the United States the forty fifth. Archibald Gamble Clerk.
a Copy Jos C. Brown Aff.

Sheriff's Sale.

By virtue of three writs of execution to me directed from the Circuit Court of St Louis County returnable to the April Term of said Court 1821 (which said Court is now in Session against Rufus Easton, two in favor of Wilson P. Hunt and one in favor of P. M. Dillon on which executions certain property was advertised to be sold on Thursday the 5th April inst. and part thereof was sold according to the advertisement thereof, and the sale of the balance of said property advertised was suspended by order of Court the said balance of said property remaining unsold is as follows, to wit, one lot of ground and the improvements thereon lying in the Town of St Louis bounded about thirty five feet in front on Main Street and running from said Main Street eastwardly to the river Mississippi bounded on the South by a cross Street which separates it from a lot of Pierre Chouteau Senr on the East by the river Mississippi on the North by a lot lately or now owned by Thomas Hanly, by request of said defendant the said lot will be divided into two separate lots, the first to front the whole width of said lot on said Main Street to run eastwardly twenty five feet on which space stands a large brick building (called the Dillon house) to be called No 1. the balance of said lot to be called lot No 2. to include the balance of said lot to front on the river Mississippi about thirty five feet and run eastwardly to lot No 1. which will include a large stone building unfinished. The said divisions will be sold as two lots separately and also one other lot and buildings lying in the Town of St Louis bounded on the East by Third Main Street one hundred and

(225) eighty four feet on the North one hundred feet by a Crop Street which separates it from a lot of R. Simpson on the West by another lot of said Easton on the South by a lot of Col. Hammond; also one other lot bounded Eastwardly by the last described lot Northwardly by said Crop Street West by a barn lot of said Easton, South by the lots of Hammond, Irwin and Smith Containing about ~~three~~ Two hundred and thirty feet fronting on said Crop Street by about one hundred and eighty four feet deep which will be divided into several lots to contain sixty feet in front on said Crop Street by 185 deep Southwardly and also one other lot of ground bounded Eastwardly by the last described lot North by a Crop Street West by the lots of Madame Lane and Wilson P. Hunt South by a Crop Street which separates it from a lot of P. Lunles to be divided into and sold in lots of sixty feet deep fronting North and South on each of said Crop Streets, running half depth of the whole lot, a plat of all the proposed divisions will be exhibited on the day of sale of said lots which will be made on Monday the 30th day of April inst at the Court House door in the Town of St Louis to the highest bidder for Cash to satisfy the said executions and costs, all the right, title, interest and claim of the said Rufus Easton, the said lots will be sold by the numbers marked on the proposed plats of division. Sale will be made between hours of nine O'clock A.M. and six P.M. of said day.

Isaac E. McGirk D. Sheff. for
Jos. C. Brown Sheff. —

State of Missouri
County of Saint Louis } ss. Be it remembered that heretofore

to wit on the first day of June one thousand eight hundred and twenty one Joseph C. Brown Sheriff of St Louis County acknowledged the execution of the within deed from him as Sheriff to Wilson P. Hunt which said acknowledgement was entered on the record of the Court of that day. L.S. Given under my hand and seal of office at St Louis this nineteenth day of July one thousand eight hundred and twenty one. Archibald Gamble Clerk.

State of Missouri } Set. I do certify the above and within
County of St Louis } deed to be truly recorded in my office
Book K pages 240 & following this 24th day of July
1821. Archibald Gamble Clerk.

It was proved that at the April Term 1820 of the Circuit Court of the County of St Louis and on the twentieth day of said month of April in said year Patrick M. Dillon recovered in said Court a judgment against Rufus Easton for the sum of one thousand and thirty six dollars fifty cents damages with costs of suit. And on the same day in the same Court Wilson P. Hunt recovered against said Easton a judgment for the sum of six thousand four hundred and forty eight dollars eighty cents damages, and costs of suit. That said Hunt sued out execution on his said judgment returnable to the August Term of said Court in the same year and that there was made on said execution the sum of two thousand six hundred and forty one dollars and seven cents of the damages and all the costs.

That at the August Term of the same Court on the ninth day of said month in the same year said Hunt recovered another judgment against said Easton for the sum of three

(205.)
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thousand six hundred and twenty six dollars and ninety three cents damages and costs of suit. And on the twentieth December in the same year said Hunt sued out executions on both his said judgments directed to the Sheriff of St Louis County and returnable to the April Term of the St Louis Circuit Court. Which executions and returns thereon are in the words and figures following, to wit:

County of St Louis. S.S.

Execution No 1. Hunt vs: Easton.

The State of Missouri to the Sheriff of the County of St Louis, Greeting Whereas Wilson P. Hunt at our Circuit Court before our Judge thereof recovered against Rufus Easton the sum of six thousand four hundred and forty eight dollars and eighty cents for his damages by him sustained by reason of the non-performance of certain promises and undertakings in the declaration mentioned and also his costs and charges by him about his suit in that behalf expended which to the said Wilson P. Hunt were adjudged as appears to us of record These are therefore to command you as we have heretofore commanded you that of the goods and chattels lands and tenements of the said Rufus Easton in your bailiwick you cause to be made the aforesaid damages and costs, and that you have the same before the Judge of our said Court on the first Monday of April next to render to the said Wilson P. Hunt the damages and costs aforesaid. And for want of sufficient goods and chattels lands and tenements whereon to levy and make the same, we command you to take the said Rufus Easton, if he be found in your bailiwick and him safely keep so that you may have his body before the same Judge on the said first Monday of

April to Satisfy the said Wilson P. Hunt of the aforesaid damages and Costs, and that you certify to our said Judge how you execute this writ, and have you then there this writ. L. S. Witness Archibald Gamble Clerk of our said Court at St Louis this nineteenth day of December in the year of our Lord one thousand eight hundred and twenty and of our Independence the forty fifth. Archibald Gamble Clk.

(Endorsement on said execution." Wilson P. Hunt vs. Rufus Easton. Execution. Judgment April 20th 1820

Damages	$6448.80		$3809.83
Made on former Ex.	2641.07	Interest	253.40
	$3807.73	Com.rs	90.26
Clerk for this Ex.	2.10	Service & Extra	1.10
			4154.59

Rec.d 20th Dec. 1820. J. K. Walker D. Sheff. Entered on Fi Book No 2.

Satisfied by sale of the real estate sold at different times agreeably to the three annexed advertisements.

May 1821. Jos C. Brown

~~Sheriff's Sale.~~

~~By virtue of three writs of execution to me directed from the Circuit Court of St Louis County returnable to the April Term of said Court 1821 against Rufus Easton one in favor of Patrick M. Dillon and two others in favor of Wilson P. Hunt I have levied upon the following described lands and tenements and town lots of said Rufus Easton to wit a tract of four hundred arpens of land lying and being in St Ferdinand Township bounded on the North by the river Missouri on the East by a Survey made for Hodges, the said tract of land was originally granted and confirmed to Sarah James, sometimes called the James Ferry tract. A more particular description of it can be given on the day of Sale. Also one lot of~

(~~202~~) 227 ~~Wilson P. Hunt for R. Quarles to whom a deed was made purchased the tract of 400 arpens of land on the Missouri within mentioned at $1450. (Fourteen hundred and fifty. J. C. Brown Sff.~~

Execution No. 2. Hunt vs. Easton –

County of St. Louis. S.S.

The State of Missouri to the Sheriff of St. Louis County Greeting. Whereas Wilson P. Hunt at our Circuit Court before our Judge thereof recovered against Rufus Easton the sum of three thousand six hundred and twenty six dollars and thirty three cents for his damages by him sustained by reason of the non-performance of certain promises and undertakings in the declaration mentioned and also his costs and charges by him about his suit in that behalf expended which to the said Wilson P. Hunt were adjudged as appears to us of record. These are therefore to command you that of the goods and chattels lands and tenements of the said Rufus Easton in your bailiwick you cause to be made the aforesaid damages and costs, and that you have the same before the judge of our said Court on the first Monday of April next, to render to the said Wilson P. Hunt the damages and costs aforesaid. And for want of sufficient goods and chattels lands and tenements whereon to levy and make the same, we command you to take the said Rufus Easton if he be found in your bailiwick, and him safely keep, so that you may have his body before the same judge on the said first Monday of April to satisfy the said Wilson P. Hunt of the aforesaid damages and costs, and that you certify to our said judge how you execute this writ, and have you then there this writ. L. S. Witness Archibald Gamble Clerk of our said Court at St. Louis this nineteenth day of December in the year of our Lord one thousand eight hundred and twenty and of the Independence of

228. the United States the forty fifth. Archibald Gamble Clerk.—
(Endorsements) Wilson P. Hunt vs. Rufus Easton. Execution. Judg=
ment August 9th 1820.

Damages	# 3626.33	Ditto Tax on exc.r	1.00
Clerks fees	3.05	Sheriffs fees	.85
Atto Can & H	6.00		# 3639.23
Ditto writ	2.	Comm.n	23.35
		Service & track	1.10

Rec.d 20th Dec.r 1820. John K. Walker D.S. entred on H. Book No 2.
I have made by the sale of personal property & applied for
rata hereon the Sum of four hundred and ~~eighty~~ Thirty dollars. Also
I have made by sale of real estate the Sum two hundred
eighty seven dollars & fifty cents of which thirty seven dollars
& thirty five cents are for costs & in all six hundred and
eighty seven dollars & 69 cents of damages &c. See copy
of advertisements and list of sales returned with execution
No 1. to Apl. Term of Circuit Court 1821 & See return on
Exr 66 to last Dec.r Term of Sd Court May 8th 1821. See
additional return no other property found Jos. C. Brown Shff.
In addition to the foregoing return there is settled by order
of the plaintiff the additional Sum of twenty six dollars
& thirty six cents Sheriffs Comn & the Sum of twenty six
hundred and nine dollars & sixty four cents of the dama=
ges. making in all of damages two thousand nine
hundred ninety seven dollars 33 cents & all costs accru=
ing thereon hitherto. # 2997. $\frac{33}{100}$. Jos. C. Brown Shff. 9th
May 1821.

The Complainants further proved that on the twenty eighth
day of February in the year eighteen hundred and twenty
said Patrick M. Dillon sued out execution upon the judg=
ment by him recovered as aforesaid against said Easton

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Execution
P.M. Dillon
vs
Easton.

which execution is in the words and figures following:

County of St Louis ss.

The State of Missouri to the Sheriff of the County of St Louis, Greeting: Whereas Patrick M. Dillon at our Circuit Court before our Judge thereof recovered against Rufus Easton the sum of one thousand and sixty six dollars and fifty cents for his damages by him sustained by reason of the non performance of certain promises and undertakings in his declaration mentioned together with his costs and charges by him about his suit in that behalf expended, which to the said Patrick M. Dillon were adjudged as appears to us of record; these are therefore to command you that of the goods and chattels lands and tenements of the said Rufus Easton in your bailiwick you cause to be made the aforesaid damages and costs, and that you have the same before the Judge of our said Court on the first Monday of April next to render to the said Patrick M. Dillon the damages and costs aforesaid. And for want of sufficient goods and chattels lands and tenements whereon to levy and make the same, we command you to take the said Rufus Easton if he be found in your bailiwick, and him safely keep, so that you may have his body before the same Judge on the said first Monday of April to satisfy the said Patrick M. Dillon of the aforesaid damages and costs and that you certify to our said Judge how you execute this writ and have you then here this writ.

L.S. Witness Archibald Gamble, Clerk of our said Court at St Louis this twenty eighth day of February in the year of our Lord one thousand eight hundred and twenty one and of our Independence the forty fifth. Archibald

230. Gamble Clerk. (Endorsements). Patrick M. Dillon vs: Rufus Easton. Execution. Judgt. April 20th. 1820.

Damages ———	# 1036.50	Tax on Execn —	1.00
Clerks fees ———	2.65	Sheriffs fees ———	.85
Atto Hempstead ———	6.00		# 1042.00
Ditto Writ ———	2.00		

Recd 1st March 1821. John K. Walker D. Shff.

I have made hereon by the Sale of real estate agreeable to advertisement, of which a copy is returned in execution No. 1. to the April Term of the Circuit Court 1821, together with a list of Sales, the Sum of five Hundred and forty three dollars & forty three cents, the balance of said execution as advised by the plaintiff has been settled by the parties. 8th May 1821. Jos. C. Brown Shff.

And the Sheriff of St Louis County under and by virtue of said executions in favor of said Hunt and Dillon did levy on the real estate of said Easton and advertise the same to be sold on the 5th day of April 1821, which advertisement is in the words and figures following: Sheriffs Sale.

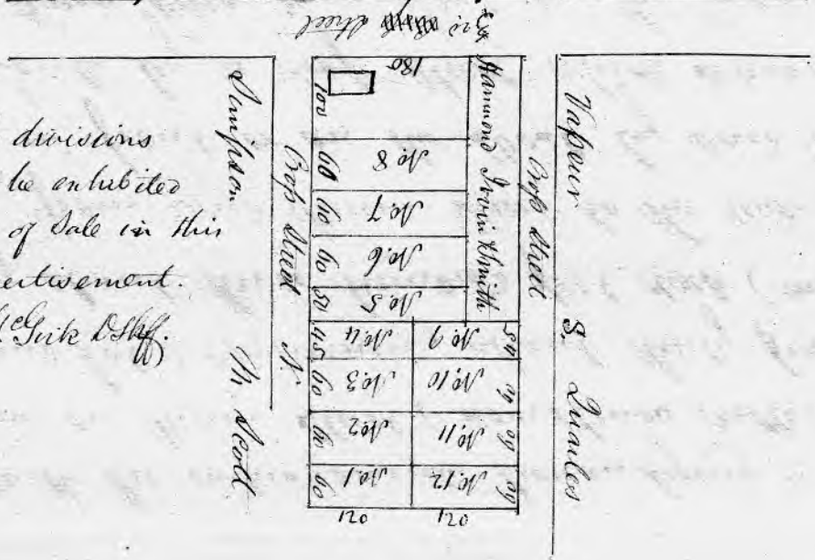
Advertisement No. 2 Letter B.

By virtue of three writs of execution to me directed from the Circuit Court of St Louis County returnable to the April Term of said Court 1821 against Rufus Easton one in favor of Patrick M. Dillon and two others in favor of Wilson P. Hunt I have levied upon the following described lands and tenements and town lots of said Rufus Easton to wit a tract of four hundred arpens of land lying and being in St Ferdinand Township bounded on the North by the River Missouri on the East by a survey made for Gilbert Hodges, the said tract was originally granted and confirmed to Sarah James sometimes called the James Ferry tract, a more particular description of it can be given on the day of sale. Also one lot of

(104.) 2.31

ground with the improvements thereon lying in the town of St Louis on Main Street (sometimes called the Dillon house and lot) containing about thirty five feet in front by about three hundred feet deep (more or less) running from said Main Street to the river Mississippi bounded in front or on the West by said Main Street, on the South by a Cross Street which separates it from a lot of Pierre Chouteau Senr on the East by the river Mississippi on the North by a lot lately or now owned by Thomas Hanly, the said lot is partly occupied by S. Robb, and also one other lot and buildings lying in ~~the town of~~ St Louis, bounded in front or on the East by Third Street, on the North by a cross Street which separates it from a lot of R. Simpson on the West by a lot of said Easton, on the South by a lot of Saml Hammond containing in front about one hundred and eighty feet by about one hundred feet deep, more or less, also one other back lot bounded eastwardly by the last described lot on the North by a Cross Street aforesaid on the West by another lot of said Easton on which there is a barn on the South by the lots of James Irvin & O.C. Smith Containing about two hundred and thirty feet fronting on said Cross Street to North by about one hundred and eighty feet deep Southwardly to be divided into four separate lots of sixty feet each Commencing on the Eastern boundary and progress Westwardly according to a plat to be exhibited on the day of sale to front sixty feet on said Cross Street & run the whole depth thereof and also one other lot of ground bounded eastwardly by the last

232. described lot, on the North by a cross Street which separates the same from a lot of Moses Scott on the West by the lots of Madame Sarpy and Wilson P. Hunt, on the South by a cross Street which separates it from a lot of Prior Quarles to be sold in lots of sixty feet fronting on each of said Cross Streets fronting to the North and South running half depth of the whole: a plat of the proposed divisions will be exhibited on the day of sale. The said lots of ground proposed to be divided as aforesaid will be sold separately according to number laid down on the plat to be shewn on the day of Sale or without the divisions in two separate and entire lots as may be deemed expedient and proper all of the said tract of land and all or so many of the said town lots and houses or lots and divisions proposed or so much or any number thereof as may be sufficient to satisfy the said executions and costs will be sold for ready cash all the right title interest and claim of said Pierre Easton on Thursday the 5th day of April next at the Court House door in the town of St Louis between the hours of nine O' clock A.M. and five O' clock P.M. of said day. Joseph C. Brown Sheff. St Louis March the 9th 1821.



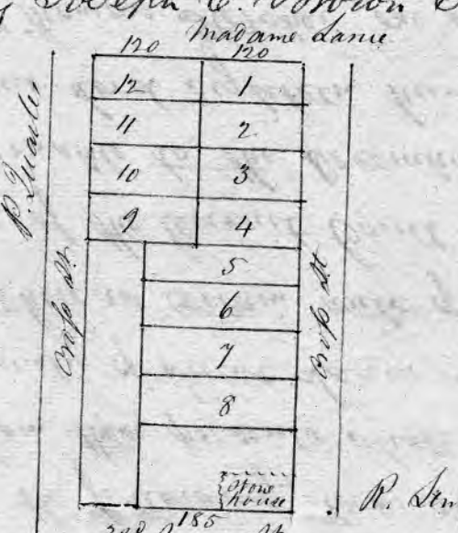
253. Wilson P. Hunt for R. Quailes to whom a deed was made purchased the tract of 400 arpents of land on the Riviere within mentioned at $ 1450. (Fourteen hundred and fifty) Joseph C. Brown Shff. —
And the said Sheriff did according to said advertisement sell on said 5th day of April 1821 all the real estate therein mentioned, except the said lot conveyed as aforesaid by Patrick M. Dillon to Rufus Easton, the sale of which was postponed by order of the Circuit Court of St Louis County, then in session, on the application of the attorney of said Mallanphy, which order was not entered of record on the minutes of said Court, and on the 7th day of April 1821 the said Sheriff again advertised said lot to be sold, under said executions, on the 30th day of the same Month, by an advertisement which is in the words and figures following:

2d. Advert. No 3 Letter C.

Sheriffs Sale. By virtue of three writs of execution to me directed from the Circuit Court of St Louis County returnable to the April Term of said Court 1821 (which said Court is now in session) against Rufus Easton 2 in favor of Wilson P. Hunt, and one in favor of P. M. Dillon, on which executions certain property was advertised to be sold on Thursday the 5th of April inst., and part thereof was sold according to the advertisement thereof and the sale of the balance advertised was suspended by order of Court the said balance of said property of said property remaining unsold is as follows, to wit — One lot of ground and the improvements thereon lying in the town of St Louis bounded about thirty five in front on Main Street and running from said Main Street eastwardly to the River Mississippi bounded on the South by a Cross Street which Separates it from a lot of Peter Chouteau Senr. and on the East by the River Mississippi, on the North by a lot —

lately or now owned by Thomas Hanly. By request of the said defendant the said lot will be divided into two sep= arate lots, the first to front the whole width of said lot on said Main Street to run eastwardly seventy five feet on which space stands a large brick building (called the Pillion= house) to be called lot No. 1. The balance of said lot to be called lot No. 2, to include the balance of said lot, to front on the river Mississippi about thirty five feet and run Westwardly to lot No. 1. which will include a large Store building unfinished, the said divisions will be sold as two lots separately. And also one other lot and buildings lying in the Town of St Louis bounded on the East by said Main Street one hundred and eighty five feet, on the North one hundred feet by a cross street, which separates it from a lot of R. Simpson, on the West by another lot of said Easton, on the South by a lot of Col. Hammond also one other lot bounded eastwardly by the last described lot, Northwardly by said cross street, West by a barn lot of said Easton, South by the lots of Hammond Irving and Smith, Containing about two hundred and thirty feet fronting on said Cross Street by about one hundred and eighty five feet deep, which will be divided into several lots to Contain Sixty feet in front on said Cross Street by 185 feet deep South= wardly. And also one other lot of ground bounded East= wardly by the last described lot, North by a Cross Street, West by the lots of Madame Sarpe and Wilson P. Hunt, South by a cross Street which separates it from a lot of P. Quarles to be divided into and sold in lots of Sixty feet fronting North and South on each of said Cross=

235 Streets, running half depth of the whole lot. A plat of all the proposed divisions will be exhibited on the day of Sale of said lots, which will be made on Monday the 30th. day of April inst. at the Court House door in the Town of St. Louis, to the highest bidder for Cash to satisfy the Sd. executions and costs, all the right, title, interest and claim of the said Rufus Easton, the said lots will be sold by the numbers marked on the proposed plat of divisions. Sale will be made between the hours of nine O'clock A.M. and six P.M. of said day. St. Louis April 7. 1821. Isaac C. McGirk D. Shff. for Joseph C. Brown Sheriff. A Copy Joseph C. Brown Sheriff.



The above is a copy of the plat of divisions thereon on the day of Sale. J.C.B. Shff.

On the 30th Apl. 1821 Sales as follows:

lots George C. Sibley	lots Nos 1 & 2	$ 10.
J. Cent	" 4.5.6	120.
B Beale	7.8	83.
A. Beck	9	26.75
J. N. Picket	10.11.12	72.
R. Simpson	3.	17.50
Same	Dillon House	300.00
Wilson & Hunt	dwelling house	255.00
Same	Stone ware house	101.00
		985.25

J.C. Brown Shff.

It was proved that said Patrick M. Dillon after his purchase from Hanly erected on the Western part of the lot by him purchased a large and valuable brick house, and that Easton after his purchase from said Dillon partially erected on the Eastern end of the same lot a large and valuable Stone-ware house.

The defendant Mullanphy produced and read in evidence the several records and documents exhibited by him with his answer to the bill of Complainants and with his cross bill, marked Exhibit 1.2.3.4- the defendant also produced and read in evidence the following deeds and documents,

Deed Sheriff Brown to Mullanphy- marked J.C.B.

To all to whom these presents shall come, I Joseph C. Brown Sheriff of the County of Saint Louis in the State of Missouri, send Greeting; Whereas certain writs of execution issued from the clerk's office of the Circuit Court within and for the County of St. Louis, returnable to the December Term of the said Court in the year of our Lord eighteen hundred and ~~thirty~~ twenty, to wit, one in favor of Thomas Fletcher, one in favor of William H. Pococke and one in favor of Charles W. Hunter, all against Rufus Easton and the said executions being directed to the Sheriff of the County of St. Louis and to me the said Sheriff delivered, a copy of each of which said executions is hereunto annexed and makes a part and parcel of this deed; by virtue of which said executions I the said Sheriff on the thirtieth day of November in the year of our Lord eighteen hundred and twenty did levy and seize all the right, title, claim, interest and property of the said Rufus Easton in and to one town lot & house situate in the Town of St. Louis containing about thirty

(107) five feet fronting on Main Street by twenty five feet in depth, bounded in front or Westwardly by the Main Street of St Louis, Northwardly by a lot lately owned by Thomas Hanly on the Eastward by the ballance of the whole lot which is mentioned in the advertisement of the sale thereof, but which was divided off and is yet the property of Rufus Easton and bounded on the South by a cross Street which separates it from a lot of Pierre Chouteau ~~and~~ with all the buildings appendages and appurtenances thereunto belonging being advertised agreeably to law as will appear from a Copy of the advertisement hereunto annexed and which also makes a part and parcel of this deed; by virtue of which said executions and advertisement I did on the twenty second day of December in the year of our Lord eighteen hundred and twenty agreeably to the advertisement thereof at the Court house door during the sitting of the said Court expose to public Sale for ready Cash all the right, title, claim, interest and property of the said Rufus Easton thereto and John Mullomphy being the highest and last bidder for the same at the sum of one thousand five hundred and twenty dollars. Now therefore know Ye that I Joseph C. Brown Sheriff as aforesaid for and in consideration of the sum of one thousand five hundred and twenty dollars to me in hand paid by the said John Mullan-

phy. the receipt whereof I do hereby acknowledge; and by virtue of the authority in me vested by law, I do hereby transfer and assign to him the said John Mullanphy all the right, title, claim, interest and property of him the said Rufus Easton in and to the aforesaid town lot containing thirty five feet in front by twenty five feet deep that I might sell agreeably to law, as Sheriff aforesaid, by virtue of the aforesaid executions and advertisement, to have and to hold the said town lot aforesaid to him the said John Mullanphy and to his heirs and assigns forever. In witness whereof I Joseph C. Brown Sheriff of the County of St Louis, have hereunto set my hand and seal on this the twenty fourth day of December in the year of our Lord eighteen hundred and twenty and of the Independence of the United States the forty fifth. Joseph C. Brown Sheriff & seal after the word belonging in the 15th line all in that line erased before signed— Signed sealed and delivered in the presence of.

County of St Louis. ss.

The State of Missouri to the Sheriff of St Louis County Greeting: Whereas Thomas Fletcher at our Circuit Court before our Judges thereof recovered against Rufus Easton the sum of three hundred and ninety dollars for his debt and also the further sum of nineteen dollars and twenty four cents for his damages by him sustained by reason of the detention of said debt together with his costs and charges by him about his suit in that behalf expended which to the said Thomas Fletcher were adjudged as appears to us of record: These are therefore

(~~108~~) 239 to Command you that of the goods and chattels lands and tenements of the said Rufus Easton in your bailiwick you cause to be made the aforesaid debt damages and costs, and that you have the same before the judge of our said Court on the first Monday of December next to render to the said plaintiff the debt damages and costs aforesaid. and for want of sufficient goods and chattels, lands and tenements whereon to levy and make the same, we command you to take the said Rufus Easton if he be found in your bailiwick and him safely keep, so that you may have his body before the same judge on the said first Monday of December to satisfy the said Thomas Fletcher of the aforesaid debt, damages and costs, and that you certify to our said judge how you execute this writ: and have you then there this writ. L.S. Witness Archibald Gamble Clerk of our said Court at St. Louis this twenty third day of October in the year of our Lord one thousand eight hundred and twenty. Archibald Gamble Clerk. A Copy of the execution J. C. McGirk D. Shff. (Endorsement on same) Thomas Fletcher vs Rufus Easton. Ex.

Judgment August 30. 1820. Debt — $390 Do. int — 2.—
Damages — 19.24 Do. Exr — 1.—
Clerks fees — 3.15 Shffs fees — 1.55
Attys Hempstead — 6.00 422.94

County of St. Louis. SS.

The State of Missouri to the Sheriff of the County of St. Louis Greeting: Whereas William H. Pocock at our Circuit Court before our Judge thereof recovered against Rufus Easton the Sum of one hundred and four dollars and ninety three & a half Cents for his damages by him sustained by reason of the

240. non performance of certain promises and undertakings in his declaration mentioned and also his costs and charges by him about his suit in that behalf expended, which to the said William H. Pococke were adjudged as appears to us of record: these are therefore to command you that of the goods and chattels lands and tenements of the said Rufus Easton in your bailiwick, you cause to be made the aforesaid damages and costs, and that you have the same before the judge of our said Court on the first Monday of December next to render to the said Wm. H. Pococke the damages and costs aforesaid. And for want of sufficient goods and chattels lands and tenements whereon to levy and make the same, we command you to take the said Rufus Easton if he be found in your bailiwick and him safely keep, so that you may have his body before the same judge on the said first Monday of December to satisfy the said Wm. H. Pococke of the aforesaid damages and costs, and that you certify to our said judge how you execute this writ, and have you then there this writ. L.S. Witness Archibald Gamble Clerk of our said Court at St. Louis this seventeenth day of October in the year of our Lord one thousand eight hundred and twenty. Archibald Gamble Clerk. A Copy of the execution H. McGirk D. Shff. (Endorsement thereon) Wm. H. Pococke vs Rufus Easton. Exn.

Judgment Septr. 4th. 1820. Damages $104.93½ Shffs fees. 85
Clerks fees — 3.10 117.88½
Hempstead Attys 6.00
Do. Writ — 2.00
Do. Exn. — 1.00

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241.

County of St Louis. SS.

The State of Missouri to the Sheriff of the County of St Louis Greeting: Whereas Charles W. Hunter at our Circuit Court before our Judge thereof recovered against Rufus Easton the sum of Seventeen hundred and seventy eight dollars and three cents for his damages by him sustained by reason of the non-performance of the promises and undertakings in his declaration mentioned and also his costs and charges by him about his suit in that behalf expended, which to the said Charles W. Hunter were adjudged as appears to us of record; these are therefore to command you that of the goods and chattels lands and tenements of the said Rufus Easton in your bailiwick, you cause to be made the aforesaid damages and costs and that you have the same before the Judge of our said Court on the first Monday of December next, to render to the said Charles W. Hunter the damages and costs aforesaid. And for want of sufficient goods and chattels, lands and tenements whereon to levy and make the same, we command you to take the said Rufus Easton if he be found in your bailiwick and him safely keep so that you may have his body before the same Judge on the said first Monday of December to satisfy the said Charles W. Hunter of the aforesaid damages and costs, and that you certify to our said Judge how you execute this writ; and have you then there this writ. L. S. Witness Archibald Gamble Clerk of our said Court at St Louis this fourteenth day of October in the year of

our Lord one thousand eight hundred and twenty. Archibald Gamble Clerk. A Copy of the execution J. C. McGirk D. Shff. (Endorsement thereon) Charles W. Hunter vs. Rufus Easton. Judgt Septr 15. 1820.

Damages	$ 1778.03	Clk Ant	2.—
Clerks fees	4.51	Do Exr	1.—
Barton & J	6.00	Shff	.85
			1792.39

Sheriffs Sale. By virtue of three writs of execution to me directed from the Circuit Court of the County of St Louis returnable to the December Term of said Court 1820, one in favor of Wm H. Pocock, one in favor of Thomas Hetcher & one in favor of Charles W. Hunter, all against Rufus Easton, I have levied upon one town lot and house on Main Street (called the Dillon house) containing about thirty five feet in front, bounded Northwardly by a lot formerly owned by Thomas Manly, on the East by the river Mississippi, on the South by a cross Street which separates the same from a lot of Pierre Chouteau, with all the buildings thereon, also one other lot of ground and buildings lying in the Town of St Louis on Third Street containing about one hundred and eighty feet fronting on said ~~Main~~ Third Street by one hundred feet deep on a Cross Street which separates the same from a lot of Robert Simpson, on which said Easton now lives. bounded on the ~~North~~ by a lot of Col. Samuel Hammond, and also the ballance of the block or Square on which said Easton now lives keeping West of and adjoining the last described lot to be divided into lots of Sixty feet fronting on a Cross Street by about one hundred and eighty or eighty five feet deep, running from said Cross Street to

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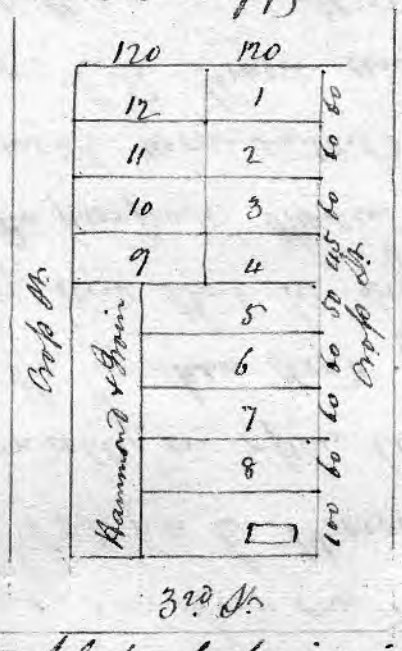
the lots of James Irvin and Oliver C. Smith and also the lot on which his barn stands bounded on the East by the last described parcel of ground and on the North by a cross street which separates the same from the lot of Moses Scott, on the West by the lots of Madame Larue & Wilson P. Hunt on the South by a Cross Street which separates ~~the same~~ it from a lot of Prior Quarles to be laid off and sold in lots of sixty feet fronting on Each Cross Street to the North and South running half depth of the whole lot. a plat of the divisions will be shewn on the day of Sale. The right, title, interest and claim of said Easton in and to the said several lots of ground &c I will sell at the Court House door in the Town of St. Louis on Friday the twenty second day of December next, between the hours of nine O'clock A.M. and four P.M. of said day to satisfy said executions and costs. Joseph C. Brown Shff By Isaac C. McGirk Dsff. St Louis Novr 30th 1820. A Copy of the advertisement I.C. McGirk Dsff.



A Copy of the plat of divisions which was shewn on the day of the sale of the above lots. Isaac C. McGirk Dsff.

State of Missouri } Sct. Be it remembered that heretofore
County of St Louis } to wit on the thirteenth day of April
in the year of our Lord one thousand eight hundred and
twenty one, Joseph C. Brown Sheriff of the County of St.
Louis personally in open Court acknowledged the ex-
ecution of the within deed from him as Sheriff to John
Mullanphy and that he signed sealed and delivered the
same for the purpose therein contained which said ac-
knowledgement was entered on the records of the Court
of that day. L.S. Given under my hand and seal of
office this 16th day of April one thousand eight hun-
dred and twenty one. Archibald Gamble Clk.

State of Missouri } for: I do hereby certify that the with-
County of St Louis } in instrument of writing to be truly
recorded in my office Book K. page 109 & following
this 16th day of April 1821. Archibald Gamble Clerk.

Deed Sheriff Walker to Mullanphy

J.K.W.

To all to whom these presents shall come I John K.
Walker Sheriff of the County of St Louis in the State of
Missouri send Greeting. Whereas a certain order of sale
issued from the Clerk's office of the Circuit Court within
and for said County, returnable to the June Term of said
Court in the year of our Lord one thousand eight hun-
dred and twenty four in favor of Pascal Leon Cerré
against Mary Hanly widow and Sarah Hanly, John
Hanly, Washington Hanly, Lucy Hanly and Mary Hanly
Junior heirs of Thomas Hanly deceased, and the said order
of sale being directed to the Sheriff of St Louis County and
to me the said Sheriff delivered, a copy whereof is hereunto
annexed and makes a part and parcel of this deed by-

virtue of which said order of sale I the said Sheriff did on the sixth day of May one thousand eight hundred and twenty four advertise for sale the mortgaged premises in the petition of the said Pascal Leon Cere mentioned, which are a certain lot or square of ground, together with all and singular the brick houses, stone ware house, out houses and priviledges to the same of right appertaining, which said lot or square of ground is situated in the City of St Louis and bounded on the West by Main Street which separates the same from a lot of ground heretofore purchased by Thomas Brady of Jaques Clamorgan, on the North by a Cross Street which separates the same from a lot heretofore the property of Sampson Farr, which said Cross Street is now called North H Street, on the East by the Bank of the Mississippi river, and on the South by a Cross Street which separates the same from a lot of Pierre Chouteau Senr, which said last mentioned Cross Street is now called North G Street, and is supposed to contain about two hundred and forty feet French measure in front on Main Street by about one hundred and fifty like measure in the rear, meaning from West to East, being the same property heretofore in the life time of the said Thomas Hanly acquired by him of said Pascal L. Cere & wife, and by the said Hanly & wife mortgaged to the said Pascal L. Cere all of which will more fully appear by reference to the said deed and mortgage both bearing date September the 19th 1817 and recorded in the recorders office of St Louis County Book F pages 403 & 4, and the same having been advertised as the law directs by affixing six

advertisements or hand bills in the most public places in different parts of my County at least twenty days before I expose the same to Sale, a Copy of said advertisement being hereunto annexed also makes a part and parcel of this deed, in obedience to the said order of Sale and in compliance with the said advertisement, I did on the ninth day of June, being the third day of the June Term of the St Louis County Circuit Court and during the Setting of said Court, expose to public Sale for ready cash the lot or Square of ground above described, with the buildings and improvements thereon, and John Mullanphy being the highest and last bidder for the same at the price and Sum of Seven thousand eight hundred and twenty dollars the same was Stricken off and Sold to him the said John Mullanphy. Now therefore know Ye that I John K. Walker Sheriff aforesaid for and in consideration of the Sum of Seven thousand eight hundred and twenty dollars to me in hand paid by the said John Mullanphy the receipt whereof I do hereby acknowledge, and by virtue of the authority in me vested by law, I do hereby Sell transfer and assign unto the said John Mullanphy all the right, title, interest, estate, claim and property of in and to the above described property that I might Sell agreeably to law as Sheriff aforesaid by virtue of the aforesaid order of Sale and advertisement, to have and to hold the same to him the said John Mullanphy and to his heirs and assigns forever. In testimony whereof I John K. Walker Sheriff of the County of St Louis have hereunto Set

(~~112~~) 247 my hand and seal this tenth day of June eighteen hundred and twenty four. John K. Walker Shff (L.S.)

County of St. Louis. Set:

The State of Missouri to the Sheriff of St Louis County Greeting whereas at our Circuit Court before our Judge thereof at the February Term in the year of our Lord one thousand eight hundred and twenty four Pascal Leon Cerré recovered against Mary Hanly Widow and Sarah Hanly John Hanly Washington Hanly, Lucy Hanly and Mary Hanly Junior heirs of Thomas Hanly deceased the sum of seven thousand five hundred and ninety one dollars and fifty one cents the debt and interest in the petition mentioned with legal interest on the sum of seven thousand dollars from this date together with his costs and charges by him about his petition in that behalf expended. And it was also considered that if the said defendants did not well and truly pay and satisfy to the said plaintiff or his legal representatives the said debt interest and costs aforesaid on or before the third day of the next Term of this Court then the Sheriff of St Louis County was commanded to sell on the said third day of the Term aforesaid the said mortgaged premises in the petition mentioned to pay and satisfy the said debt interest and costs aforesaid, all of which appears to us of record. These are therefore to command you that unless the said defendants shall well and truly pay and satisfy to the said plaintiff or his legal representatives the debt interest and costs aforesaid on or before the third day of the next Term of this Court You cause to be sold the said mortgaged premises to pay and satisfy the

said debt interest and costs, And that you have the same before the Judge of our Circuit Court at the next Term thereof to be held at the City of St Louis within and for the County of St Louis on the first Monday of June next then and there to render to the said Pascal Leon Cerré the debt interest and costs aforesaid. And that you certify to our said Judge how you execute this writ and that you have then there this writ (L.S) Witness Archibald Gamble Clerk of our said Court at office this twenty second day of April eighteen hundred and twenty four Archibald Gamble Clerk. The above is a true copy of the order of sale. John K. Walker Sheriff.

Sheriffs Sale. In Obedience to an order of Sale to me directed from the Circuit Court in favor of Pascal L. Cerré against the widow and heirs of Thomas Hanly pursuant to the petition of said Cerré to foreclose mortgage, I will sell for Cash to the highest bidder at the Court House door in St Louis, on Wednesday the ninth day of June next between the hours of 9 & 4 the mortgaged premises in said petition mentioned, which are a lot or Square of ground in St Louis bounded West by Main Street, North by a Cross Street, East by the Mississippi River, and South by a Cross Street, containing 240 feet french measure in front, by 150 feet (more or less) like measure in the rear, together with all and singular the dwelling houses, Store houses and improvements thereunto belonging - being the same property mortgaged by said Hanly & wife to said Cerré as will

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appear by reference to the deed of mortgage bearing date Sept. 19th 1817 Recorded in Book H page 403. Sold to pay and Satisfy the debt interest and costs in said order of Sale Specified. St Louis May 6. 1824. John K. Walker Sheriff; The above is a true copy of the advertisement John K. Walker Sheriff.

State of Missouri } ss. Be it remembered that on the day of
County of St Louis } the date hereof John K. Walker Sheriff of the County of St Louis personally appeared in open Court and acknowledged the execution of the within deed from him as Sheriff to John Mullanphy therein named which said acknowledgement is entered on the records of the Court of that day. L. S. Given under my hand and seal of office at St Louis this sixth day of July A.D. 1824. Archibald Gamble Clerk. I, Archibald Gamble Clerk of the Circuit Court within and for St Louis County in the State of Missouri do hereby certify that the within instrument in writing is duly recorded in my office Book K. pages 210 & 211 this 13th day of January A.D. 1825. Archibald Gamble recorder.

Cerré to Mullanphy P.L.C.

Whereas Thomas Hanly and wife did on the nineteenth day of September in the year of our Lord one thousand eight hundred and seventeen make and execute and deliver to Pascal L. Cerré their certain deed of mortgage of that date upon a certain lot of ground situate in the Town and County of St Louis, which said Hanly had acquired of Cerré and wife, bounded on the West by Main Street in said Town which then separated it from a lot in the possession of Thomas Brady, on the North by a cross Street running to the river Mississippi and which then separated said lot mortgaged as aforesaid from that of Sampson

Fur, on the East by the Bank of said river Mississippi and on the South by another Cross Street running to and from said river Mississippi which then separated said, lot mortgaged from that of Pierre Chouteau Junior, which mortgage was conditioned for the payment of several obligations therein mentioned: and whereas a Sale has taken place upon the foreclosure of said mortgage at which John Mullanphy became the purchaser of the same, being the highest and last bidder at the sum of seven thousand eight hundred and twenty dollars or thereabouts; and whereas said Cere has been fully satisfied out of the proceeds of said Sale & has been paid in full the amount with interest secured to him by said mortgage; and whereas furthermore it has been agreed by and between said Cere & Mullanphy, that said Cere shall transfer to said Mullanphy his right in said land and said mortgage and the debt therein specified so as to invest said Mullanphy with all his (Cere's) rights in relation to said Lot & mortgage, and place him in his said Cere's stead, as mortgagee to all intents and purposes whatsoever. Now therefore Know all men that for and in Consideration of the premises and of one dollar to him said Cere in hand paid by said Mullanphy at the ensealing and delivery hereof, he the said Pascal L. Cere doth hereby grant bargain and sell to said Mullanphy the said lot of ground and all the right title and interest of him said Cere therein, and doth transfer and assign to him said mortgage and the debts therein specified as owing by said Hanby to have and to hold said lot and mortgage unto him

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said Mullanphy his heirs and assigns forever. And said Cerré doth empower said Mullanphy to proceed in every and in any manner on said Mortgage & for the collection of the debts specified in said Mortgage, at his the said Mullanphy's costs and charges. It is however understood and agreed between said Pascal and John that he said Pascal doth not hereby warrant the title of said lot or any part of it to said John or the validity of said mortgage or the sale under the foreclosure: but intends merely to pass all his rights and remedies in relation to said lot to said John without any future recourse upon him said Cerré: nor is said Cerré in ~ any event to be held accountable to said Mullanphy for the sum of money which said Cerré has heretofore received on account of said mortgage or any part thereof. It is also understood & agreed between said Cerré & said Mullanphy that said Mullanphy is to save ~ harmless said Cerré from all costs accruing or that may accrue in any consequence of any proceeding or ~ suit which may be instituted against said Cerré as ~ mortgagee of said Thomas Hanly as aforesaid. In testimony whereof said Pascal Cerré and John Mullanphy have hereto set their hands and seals this twenty fifth day of August one thousand eight hundred and twenty six.

John Mullanphy (Seal)
Cerré (Seal)

Signed Sealed and delivered in presence of. (the word "Mullanphy" being first interlined on ninth line from bottom of first page. J Spalding.

252. State of Missouri } ss. Be it remembered that on this thirty first
County of St Louis } day of August in the year of our Lord
one thousand eight hundred and twenty six before me a
Justice of the Peace within and for the County of St Louis
aforesaid came Josiah Spalding who is personally known
to me to be the person whose name is subscribed to the
foregoing instrument of writing as a subscribing witness
and made oath that John Mullanphy and Pascal L. Cerré
whose names are subscribed to the said instrument of
writing are the real persons who executed the same, that
the said John Mullanphy and Pascal L. Cerré subscribed
and sealed the same in his presence and acknowledged
the same to be their act and deed for the purposes therein
mentioned and that he the said Josiah Spalding sub-
scribed the said deed as a witness at the request of said
John Mullanphy and Pascal L. Cerré and in the presence
of said P. L. Cerré. J. Spalding. Taken and certified the
day and year aforesaid. Peter Ferguson Justice of the Peace.
State of Missouri } ss. I, Archibald Gamble recorder of
County of St Louis } the County of St Louis do hereby certify
that the within deed from Cerré to Mullanphy is truly
recorded in my office in Book N. page 173. (L.S.) this
1st. September A.D. 1826. Archibald Gamble recorder.

Deed Shf. Simpson to Mullanphy. R.S.

To all to whom these presents shall come, I Robert Simpson
Sheriff of the County of St Louis in the State of Missouri send
Greeting. Whereas a certain writ of execution issued from the
Clerk's office of the Circuit Court within and for the County
of St Louis returnable to the November Term of said Court

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in the year of our Lord one thousand eight hundred and twenty six in favor of Charles W. Hunter against Rufus Easton and the said writ of execution being directed to the Sheriff of the County of St Louis and to me the said Sheriff delivered a copy whereof is hereunto annexed and makes a part and parcel of this deed; by virtue of which said writ of execution I the said Sheriff on the twenty ~~seventh~~ sixth day of October one thousand eight hundred and twenty six did levy upon and seize all the right, title, claim, interest, estate and property of him the said Rufus Easton ~~of~~ in and to a certain lot piece or parcel of ground together with all and singular the Stone ware house and other improvements thereon situated on the bank of the Mississippi river in the Northern part of the City of St Louis containing thirty five feet in front fronting eastwardly by about seventy five feet deep and bounded ~~eastwardly~~ by said river Mississippi, South by a cross Street which separates the same from a lot of Mr Pierre Chouteau Senr. West by a lot claimed by Robert Simpson John Mullanphy and others and North by a lot of John Mullanphy and the same having been advertised as the law directs by setting up six advertisements or hand bills in the most public places in different parts of my County at least twenty days before I exposed the same to Sale, a copy of which said advertisement is hereunto annexed and which also makes a part and parcel of this deed; by virtue of which said writ of execution and

advertisement, I did on the twenty ninth day of November in the year one thousand eight hundred and twenty six agreeably to the advertisement thereof at the Court House door, during the Setting of the Circuit Court of St Louis County, expose to public Sale for ready cash, all the right, title, claim, interest, estate and property of the said Rufus Easton of in and to the above described property, together with all and singular the buildings improvements, rights, priveleges and appurtenances thereunto belonging and John Mullanphy of the City of St Louis being the highest and last bidder for the same at the price and sum of two hundred dollars the same was stricken off and sold to him the said John Mullanphy. Now therefore Know Ye that I Robert Simpson Sheriff as aforesaid for and in consideration of the sum of two hundred dollars to me in hand paid by the said John Mullanphy, the receipt whereof I do hereby acknowledge; and by vertue of the authority in me vested by law, I do hereby transfer and assign to him the said John Mullanphy all the right, title, interest, estate and property of him the said Rufus Easton of, in and to the above mentioned and described property that I might sell agreeably to law as Sheriff ~~as~~ aforesaid by vertue of the aforesaid writ of execution and advertisement, to have and to hold the same to him the said John Mullanphy and to his heirs and assigns forever. In testimony whereof I Robert Simpson Sheriff of the County of St Louis have hereunto set my hand and seal this fourth day of December in the year of our Lord one thousand eight hundred and twenty six

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and of the Independence of the United States of America the fifty first. Robert Simpson. Sheriff. & Seal ...

County of St. Louis. S.S.

The State of Missouri to the Sheriff of the County of St. Louis Greeting. Whereas Charles D. Hunter at our Circuit Court before our Judge thereof recovered against Rufus Easton the sum of one thousand eight hundred and ninety three dollars and thirteen cents for his damages by him sustained by reason of the non-performance of certain promises and undertakings in his declaration mentioned, and also his costs and charges by him about his suit in that behalf expended, which to the said Charles D. Hunter were adjudged as appears to us of record: These are therefore to command you, as we have heretofore commanded you that of the goods and chattels lands and tenements of the said Rufus Easton in your bailiwick you cause to be made the aforesaid damages and costs, and that you have the same before the Judge of our said Court on the fourth Monday of November next, to render to the said Charles D. Hunter the damages and costs aforesaid. And for want of sufficient goods and chattels lands and tenements whereon to levy and make the same, we command you to take the said Rufus Easton if he be found in your bailiwick and him safely keep, so that you may have his body before the same judge on the said fourth Monday of November to satisfy the said Charles D. Hunter of the aforesaid damages and costs, and that you certify to our said judge how you execute this writ: and have you then there this

256. Witt. I. S. Witness Archibald Gamble Clerk of our said Court at St Louis this twenty fourth day of November in the year of our Lord one thousand eight hundred and twenty six. Signed, Archibald Gamble Clerk. (Seal)

Sheriffs sale. In virtue and by authority of a writ of execution issued from the Clerk's office of the Circuit Court of St Louis County and to me directed in favor of Charles W. Hunter against Rufus Easton I have levied upon and seized all the right, title, claim, interest estate and property of the said Rufus Easton in and to the following described real estate situated in the City of St Louis, to wit 1st. a lot of ground with the large brick house &c thereon (now occupied by H.C. Simmons & Co) situated on the East side of Main Street, Containing 35 feet front by 75 feet deep, and bounded West by Main Street, South by a Cross Street, North by a lot of J. Mullanphy and East by the lot next hereinafter described. 2d. lot of ground with a large Stone ware house thereon containing 35 feet front on the Mississippi by about 75 feet deep and bounded East by the Mississippi River, South by a Cross Street, North by a lot of J. Mullanphy & West by the lot above described 3rd. A lot of ground with a Stone dwelling house &c thereon, situated on the West side of Third Street, Containing 85 feet front by 100 feet deep, and bounded East by said Third Street, North by a Cross Street, West by the lot next described & South by a lot formerly of Col. S. Hammond. 4th. A lot of ground Containing 230 feet from East to West by 185 feet from North to South, and bounded East by the lot last above described, North by a Cross Street, South by lots heretofore of Hammond,

(157) Iron & Smith & West by the lot next described. 5th. A lot of ground containing about 225 feet from East to West by 240 feet from North to South and bounded North by a Cross Street West by lots of Madame Krouse & W.P. Hunt, South by a Cross Street, and East by the lot last above described & a lot of the late O.C. Smith. And will sell the same for ready Cash to the highest bidder at the Court House door in St.Louis on Wednesday the 29th. day of November next between the hours of 9 & 5, to satisfy said execution and Costs. St.Louis October 25th. 1826. Signed R. Simpson Sheriff (Copy

State of Missouri } for: Be it remembered that on this fourth
County of St.Louis } day of December in the year of our Lord one thousand eight hundred and twenty six Robert Simpson Sheriff of the County of St.Louis personally appeared in open Court and acknowledged the execution of the within deed from him as Sheriff to to John Mullanphy therein named + which said acknowledgement is entered on the records of the Court of that day. (L.S) Given under my hand & Seal of office at St.Louis this 4th. day of December 1826. Archibald Gamble Clerk.

State of Missouri } for: I Archibald Gamble recorder of the
County of St.Louis } County of St.Louis do certify that the within deed from Robert Simpson Sheriff of St.Louis County to John Mullanphy is truly recorded in my office in Book N. page 321. (L.S) Given under my hand and Seal of office this 12th. day of March 1827. Arch.d Gamble Recorder.

Hebert &c to Mullanphy HH

Know all men by these presents that We Hyacinthe Hebert Lecompte, Joseph Diponette and Julia Diponette

his wife all of the City of St Louis and State of Missouri for and in Consideration of the Sum of one hundred dollars to us in hand paid at and before the ensealing & delivery of these presents by John Mullanphy also of St Louis in said State have bargained Sold remised released and forever quit claimed and by these presents do and each of us doth bargain, Sell, remise, release and forever quit claim unto the said John Mullanphy his heirs and assigns forever, the Square of ground in the City of St Louis, known by the name of the Hanly Square, bounded on the North by the cross Street leading to the Ferry, on the West by Main Street, and on the East by the Mississippi, it being the same Square which has been in litigation between the said John Mullanphy and the heirs of one Lecompte. To have and to hold all the right, title and interest which we or either of us have of in and to said Square either in law or equity and in the buildings thereon & appurtenances, unto him said Mullanphy his heirs and assigns forever. The word "Julia Bissonette his wife" interlined before execution. Witness our hands and Seals at St Louis this 2d day of February 1825.

Signed Sealed & delivered by the two first above named in presence of Robert Faris Joseph Charles Jr

Hyacinthe Hebert dit Lecompte his × mark (Seal)
Joseph Bissonette his × mark (Seal)
Julie Bennett (Seal)

State of Missouri } ss: County of St Louis } Be it remembered that on the 2d day of February in the year 1825 personally appeared Hyacinthe Hebert dit Lecompte who

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not being personally known to me as the person executing the within conveyance his identity was proven by the testimony of André Lanoreille and Joseph Charles Jr. and thereupon the said Hyacinthe acknowledged the within deed to be his act and deed hand and seal for the purposes therein mentioned. (L.S.) Given under my hand and seal of office at St Louis the date above written. Archibald Gamble, Clerk & ex-officio recorder St. Louis County.

State of Missouri } ss. Be it remembered that on the second
County of St. Louis } day of February in the year 1825 personally appeared before the undersigned Clerk of the Circuit Court for St. Louis County the within named Joseph Biponette and Julie his wife both of whom are personally known to me & acknowledged the within instrument of writing to be their and each of their act and deed hand and seals for the purposes therein named, She the said Julie being by me privately examined apart from her husband, confessed her knowledge of the contents thereof & declared that She signed the same freely & without compulsion or undue influence of her husband. L.S. Given under my hand and seal of office at St Louis the day and year aforesaid. Archibald Gamble Clerk.

State of Missouri } ss. I certify that the above and within
County of St Louis } instrument of writing is truly recorded in my office Book A. page 227 this 2d February A.D. 1825. Archibald Gamble Clerk.

Deed Vasquez to Mullanphy

V.

This deed made this thirteenth day of May in the year one thousand eight hundred and twenty six between Joseph Vasquez and Marie Louise the wife of said Vasquez

of the City of St Louis of the first part, and John Mullanphy of the same place of the second part, witnesseth, that the said parties of the first part for and in consideration of the sum of forty dollars to them in hand paid by said Mullanphy at and before the ensealing and delivery hereof, have granted, bargained, sold, released & quit claimed and by these presents do grant, bargain, sell, release and quit claim unto said Mullanphy a certain square of land in said City of St Louis commonly called the Hanly Square, bounded on the West by Main Street, on the North by the Cross street leading to the Ferry landing, on the East by the Mississippi & on the South by a Cross street, To have and to hold said square and all right title and interest in the same of said parties of the first part unto him said John Mullanphy his heirs and assigns forever together with all priveleges and appurtenances thereunto belonging. It is expressly understood that said parties of the first part do not warrant the title of said land, but merely intend hereby to pass & convey to said Mullanphy all their or either of their interest in said land, which said Mullanphy is to take at his own risk. In testimony whereof said parties have hereto set their hands and seals the day and year first above written.

Signed Sealed and delivered in presence of.—

Th Vasquez Seal
Marie Louise her mark Vasquez Seal

State of Missouri
County of St Louis } p: Be it remembered that on the day of the date hereof before me Thompson Douglass

HG.
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a Justice of the Peace within and for the County aforesaid personally came Joseph Vasquez personally known to me to be the person whose name is subscribed to the above instrument in writing as having executed the same and acknowledged the same to be his act and deed hand and seal for the purposes therein named. Given under my hand this 15th. day of May 1826. H. Douglass. J.P.

State of Missouri } ss. Be it remembered that
Third Judicial District } at a Term of the Supreme Court for the State and District aforesaid began and held in the City of St. Louis for the said District, on the first Monday being the first day of May in the year of our Lord one thousand eight hundred and twenty six before the Judges thereof in open Court personally appeared Marie Louise Vasquez, wife of Joseph Vasquez, and she being proved upon the oath of Francis Cecely and Ambroise Bisonette to be the person whose name is subscribed to the foregoing instrument in writing as having executed the same, the contents of the said instrument in writing was made known and explained to her, and she the said Marie Louise was examined separately and apart from her husband, whether she executed the same voluntarily, freely and without compulsion or undue influence of her husband, and being so examined she the said Marie Louise Vasquez, acknowledged the said instrument of writing to be her act and deed, that she executed the same voluntarily

freely and without compulsion of her husband and does not wish to retract. L.S. In testimony whereof I have hereunto set my hand and Seal of said Court this fifteenth day of May in the year of our Lord one thousand eight hundred and twenty six, and of American Independence the fiftieth W. Douglass Clk.

State of Missouri } ss: I, Archibald Gamble recorder for the County of St Louis } County of St Louis do certify that the within deed from Joseph Vasquez and wife to John Mullanphy is duly recorded in my office in Book M. pages 505 this 17th May 1826 Archibald Gamble Recorder.

All of which documents were proved or admitted to have been duly executed.

The defendant also read in evidence the original of complainants Exhibits A No 1 and B. No 2, and D No 4, together with an assignment thereon in the words and figures following:

Apignmt of Dillon's Mortgage. T.H.

For and in consideration of the sum of two thousand one hundred dollars __ cents to us in hand paid by John Mullanphy of St Louis, we Thomas Hanly and Mary his wife of the same place, do hereby assign, transfer and set over to the said John Mullanphy his heirs and assigns the within and foregoing deed of mortgage from Patrick M. Dillon to and in favor of Thomas Hanly. To have and to hold to the said John Mullanphy, his heirs or assigns forever. And the said Thomas Hanly covenants to and with the said John Mullanphy that the said notes mentioned in said Mortgage are founded in good consideration and are not liable to be disputed either in law or equity so as to prevent the recovery thereof or to

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defeat, postpone, or in any way vacate or set aside said mortgage. In Witness of which the said Thomas Hanly and Mary his wife have hereunto set their hands & seals this Sixth day of — 1820. Th. Hanly (Seal)
Mary Hanly (Seal)
Witness P. Walsh
Jm. Walsh } The words so as to prevent the recovery there of interlined before signing & sealing. — —

Territory of Missouri. County & Township of St Louis ss. Before me ~~Patrick~~ Walsh Esquire a Justice of the Peace for the County and Township aforesaid on the Sixth day of April in the year 1820 personally come and appeared Thomas Hanly and Mary his wife, assignors in the foregoing transfer of mortgage to and in favor of John Mullanphy and severally acknowledged the said assignment to have been made and sealed by them as their act and deed for the purposes therein expressed. And the said Mary wife of the said Thomas Hanly being first by me separately and apart from her husband examined touching the execution of the said assignment, by me made acquainted with the intent thereof, does declare that she signed & sealed the same voluntarily and of her own free will and accord, without any constraint, compulsion or undue influence whatever on the part of her said husband. Taken & certified before me the day, year and place above mentioned. P. Walsh J.P. Seal.

Territory of Missouri } ss: I do hereby certify that the County of St Louis } foregoing transfer or assignment of mortgage is duly recorded in my office Book I page 178. Given under my hand this 8th day of April 1820 — Archibald Gamble Clerk. —

It was also proved that the defendant Mullanphy entered into the possession of the whole of the lot or Square Conveyed by Clere to Hanly (including that Conveyed by Dillon to Easton) on the 10th June 1824 and thence hitherto received the rents and profits.

It was further proved that on the twenty second day of May 1821, at the April Term of the St. Louis Circuit Court in that year Charles W. Hunter recovered a judgment against Rufus Easton for the sum of eighteen hundred and ninety three dollars and thirteen cents damages with costs. That an execution issued thereon on the twenty fourth day of October in the year of our Lord eighteen hundred and twenty six and that by virtue thereof the Sheriff advertised and sold to John Mullanphy the eastern part of said lot sold by Dillon to Easton as aforesaid and that said Sheriff executed a deed therefor as before set forth in this bill of exceptions. It was proved that said several Sheriff's Sales, proved on the part of the Complainants and defendant respectively, were made on the days mentioned in the advertisements respectively at the Court house door of the County of St. Louis and while the said Circuit Court of said County was in session, and also that copies of the several advertisements annexed to the said deeds and executions as aforesaid were set up in six of the most public places in the County of St. Louis twenty days at least before the days therein respectively appointed for the days of sale.

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Deposition Packet No. 1.
P. Cerré
G. Morton
A. Gamble
P. Ferguson
J.C. McGirk
J.C. Brown
John Dent.

The following depositions were also read in evidence on the part of the Complainants;

In the Circuit Court of the County of St Louis in the aforesaid State, Sitting as a Court of Equity:

Robert Simpson, Wilson P. Hunt and William Russell, ~~Complainants~~ Plaintiffs against John Mullanphy, Pascal L. Cerré, Francis B. Holmes & Andrew Elliott defendants in the original and Supplemental bills in this case, and John Mullanphy against Robert Simpson and Wilson P. Hunt in the Cross bill filed in this case: Pursuant to the powers vested in me, the undersigned Mary Philip Leduc a justice of the County Court within and for said County of St Louis in the said State and the notice hereunto annexed, I do certify that on the twentieth and twenty first days of December in the year of our Lord one thousand eight hundred and twenty seven, between the hours of nine o'clock in the forenoon and six of the afternoon of each of those said days at the office of the Clerk of the Circuit Court within and for the County of St Louis in the City of St Louis the depositions of the witnesses hereinafter named were taken in writing before me as such justice of the County Court aforesaid and duly certify as hereinafter stated, all of said witnesses were by me duly sworn to speak the truth, the whole truth and nothing but the truth touching the matters and things each of them should testify and give evidence to between the above named parties, that is to say —

P.L. Cerré Pascal Leon Cerré of lawful age being by me first duly sworn on his oath did say that he sold a square or block of ground to Thomas Hanly, bounded North by a Cross Street

leading to the Team boat landing, East by the Mississippi, South by cross Street running to the Mississippi, West by first Main Street opposite to the residence of late Glamorgan - That said Hanly had a dwelling house on the ~~South West~~ Northeast corner of said lot that there is a brick building on the South West corner of said block which he believes had being built by Patrick M. Dillon, said building being a two story Stone brick house; that there is on said block another building to wit a Stone building two and a half stories high on the South East corner of said block, that at the time he the deponent Sold said block or square to said Thomas Hanly, the said block was ~~not~~ naked, that he the said deponent Sold said block to said Hanly for the Sum of eleven thousand eight hundred dollars, as well as he now recollects, that to secure the payment thereof he took a deed of mortgage from said Hanly on said block, that he received from said Hanly some time after the execution of the deed the Sum of two thousand dollars as well as he can now recollect; that at ~~several~~ different times he said deponent did receive from said Hanly for interest the Sum of seven hundred dollars, that he said deponent so far as he does recollect never received any cent for or on account of said block, that he never occupied nor possessed the said block ever since he sold the Same to Thomas Hanly, that he has no interest whatever in the deed of mortgage on the said block, and that his interest on said mortgage ceased from the day the said mortgaged premises were sold, that he made no disposition of the deed of mortgage from the time he laid his petition for

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the foreclosure of the same - he believes that the sale was made to foreclose the mortgage aforesaid but whether at law or equity the deponent does not know, believes that the sale on said foreclosure took place about four or five years ago, that he was present at the sale together with John Mullanphy, Peter Lindell, the only two bidders he recollects of and there might have been others but does not recollect; that he the said deponent was one of the bidders, does not know whether Peter Lindell bid for himself or others that the said premises were then & there sold for the sum of about seven thousand six hundred and nineteen dollars, that as well as he now recollects there was due him at the time of the sale on said mortgage by said Hanly the sum of seven thousand and seven or eight hundred dollars, That previous to the time of the foreclosure of said mortgage he the deponent never transferred or assigned the debt, mortgage or mortgaged premises to any body - and that he hath not since that time transferred nor assigned the ~~said~~ debt nor mortgaged premises to any body but that if he hath made any it must have been to John Mullanphy, and that he hath assigned and transferred the mortgaged premises to John Mullanphy on or about the twenty fifth day of August one thousand eight hundred and twenty six. that having examined the records of the transfer by him made of the mortgaged premises to said John Mullanphy he the deponent is satisfied that said transfer was made and

executed about the time in said record mentioned. That he the deponent received no consideration from the said John Mullanphy for the executing of said deed. He the deponent hath no knowledge of a deed by Hanly to P. M. Dillon and heard Mr. Hanly said he had sold part of the block to Mr. Dillon.

Question by John Mullanphy. Was any application made to you, (the deponent) to relinquish the mortgage on that part which Hanly sold to Dillon? Answer. Yes, there was such application made to me by divers at divers times.

Question by Same. Who are they? Answer. First by Patrick M. Dillon (if well recollected, sent by Col. Easton, with this difference that said Dillon applied but one time and said Easton several times.

Question by same. At what time were those applications made? Answer. By Dillon when he said Dillon owned the same under Hanly, and by said Easton, when he was the owner as this deponent supposes of the same property.

Question by same. What were your answers to Colonel Easton? Answer. I told him I would not relinquish, that he applied as a lawyer in the first instance to consult him about the application of Dillon - that he applied to Colonel Easton for advice and told him not to relinquish.

Question by Rufus Easton. At the time I applied to you to relinquish had you received any money on the mortgage of Hanly to you and how much. Answer by the Witness. I had received money from Hanly on account of the mortgage, the amount of which I do not recollect.

Question by Same. How did you know that I became the purchaser

(209) Answer. Because he the said Easton tried to get it through the medium of Doctor Simpson, as he said Easton informed him said witness, and that he the witness advised said Easton to employ Doctor Linard to purchase from Dillon. And this deponent further saith not.

Sworn to and subscribed before me the 20th day of December 1827. M. P. Leduc Justice County Court St Louis County.

G. Morton. George Morton of lawful age being by me first duly sworn on his oath did say that he knows a person named William Williams that he the witness was present at a time when a deed from said Easton to this deponent and Philip Rocheblave was executed and when the said William Williams subscribed his name as a witness thereto, that he is informed that said William Williams died about two years ~~ago~~ last Summer at Natchez which deed is signed and sealed by Rufus Easton and purports to have been delivered to the persons therein named to wit George Morton and Philip Rocheblave on the day and date in said deed mentioned to wit the eighteenth day of November in the year of our Lord one thousand eight hundred and twenty, and for the better identification of said deed the same is marked in the margin with the signature of M. P. Leduc December 20th 1827 and is hereunto annexed. The witness further saith that he knows the hand writing of said Rufus Easton and believes the signature of said deed by Rufus Easton to be his proper hand writing that said deed was delivered to him the deponent about the time it bears date. This deponent further sayeth that in February 1820 some time in that month say the 15th of said month of February 1820 or about that time, he the

the deponent with Mr Rocheblave entered into a contract with Colonel Rufus Easton for Carpenters work, to the amount of five thousand dollars, but not to exceed seven thousand five hundred dollars, as far as he now recollects, two fifths of which were to be paid for in Lands, which lands the said deponent with said Rocheblave have selected — and for which they have a deed from said Easton, the other three fifths were to be paid for in Cash as the work progress, or as frequent as settlements were made; on the 20th of September of the said year 1820, this deponent made a settlement with Colonel Easton and after having a portion of the work which was to have been paid for in Lands credited on the Mortgage which Colonel Easton held on the Lands he the said Easton executed his note to this deponent and Rocheblave for three hundred and seventeen dollars and ninety three cents to be paid in cash at the same time that he this deponent and Rocheblave were engaged in the building for said Easton, the work for which no settlement was made for at that time, finding from information that Colonel Eastons business was not in a situation to secure the payment of the work, I requested him to secure me in some way for the cash part of the Contract, after some days he proposed making the deed here mentioned for the ware house and lot on which it stands to secure me for what he did owe to me and Rocheblave and for the work which was to be performed on the ware house together with what materials he would advance on the

1827.
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building of said ware house, at the same time ~~he~~ made an agreement with Rufus Easton and gave him a bond to the amount of ten thousand dollars which bond is here produced, the deponent sayeth that he knows the hand writing of William Williams, a subscribing witness to said bond, that the name of said Williams ~~subscribing~~ as witness to said bond is the proper hand writing of said William Williams, who died at Natchez two yeaws ago last Summer as said deponent is informed, that the said bond was executed at the time it bears date, to wit the 18th day of November eighteen hundred and twenty and signed and sealed George Morton for himself and Philip Roche ~~blake~~ copartners, and for the better identification of said bond the same is marked in the margin with the signature of M. P. Le~~a~~ due December 20th 1827, which said bond was delivered to ~~him~~ the said Easton by him the deponent at the time it bears date, that in addition to the note which was given us on the 20th September 1820, which note was for the balance of the work done on the Dillon's house, ~~the whole of the work done on the Dillon's house~~ for Rufus Easton amounted to twelve hundred ninety seven dollars and sixty cents, that at the time the settlement was made and the deed executed to wit November 18th 1820 the deponent does not recollect of having done any work on the ware house since that time, but that we made a settlement for the work which was then done and probably some materials and the

balance due to us was then four hundred and thirty three dollars seventy eight cents which balance was to be paid in Cash. That he the deponent at the time of the execution of the deed considered himself in possession of the ware house and lot on which it stood together with his Copartner Philip Rocheblave, until he would be paid for the balance which was then due them and for ~~the balance advanced~~ further advancements in the finishing of it. That he the deponent received the deed as security for what was then due and which might hereafter become due them in the event of the building be finished according to the agreement between him the deponent & Philip Rocheblave with Rufus Easton. — Question by John Mullanphy. What further arrangements were made between you and Rufus Easton in relation to the deed and bond above referred to? Answer. That he and Rocheblave did not finish the said work of the ware house because we informed that there was mortgages or executions or judgments and embarrassments in the way against the ware house, which he the deponent presented to Colonel Easton who did not insist of the deponent finishing the ware house unless it was agreeable to them: the thing just laid dormant for four or five years. We considered the deed as of no value to us, I think in the same winter in the beginning of 1821. Colonel Easton gave me additional security by deeding me some land, I think on Cuivre or that said Easton took a mortgage on the land on Cuivre, the land was deeded to us at the rate

(125) 273 of five dollars per annum, some time after we conveyed the land to Colonel Easton and took up the mortgage, the land we had the privilege to keep by accounting to Colonel Easton the amount of the consideration money in said deed mentioned, that when we conveyed said land to Colonel Easton he conveyed to us a quarter section of land in Illinois for the consideration of six hundred dollars, that land we had the right to keep it at that price or reconvey it to Colonel Easton on payment made by him for what he would owe us, the said deed being only given to us as security, he said Easton likewise did assign to us a mortgage on some lots in the Town of Hampton which had been given to him by Mr John Rothwick, on the same term as the deed for the Illinois lands - at the same time I think that the land were conveyed to me personally, that is the land in Illinois, on the same terms as above mentioned, this deed for the quarter section of land in Illinois and the mortgage are now in my possession, having never disposed of the mortgage of the Illinois land: Colonel Easton come to me some time in the year 1826 and asked whether we had sufficient property in our hands exclusive of the deed to Rockwell and myself executed by him for the Stone house above mentioned, and asked if I had any objection to reconvey my interest in the ware house, I told him that I had no objection, that I did not consider that deed of any value to us: I afterwards conveyed

with Mr Rocheblave on that Subject who was of the same opinion and was willing to assign or convey our interest and we did at the request of Colonel Easton convey ed and assigned our interest to William Russell, by deed bearing date the 26th day of June 1826, which assignment is written on the back of the deed herein identified from Easton and Morton & Rocheblave conveying the premises.

Question by John Mullanphy. What consideration if any was paid to you and Rocheblave for the execution of the deed to Russell from you and Rocheblave and by whom? Answer. There was nothing paid to me as to Rocheblave I do not know nor have I ever heard.

Question by Rufus Easton on behalf of his clients. Whether he or does not consider the deeds of assignments for lands in Illinois a good and sufficient consideration for the assignment on the Warehouse? Answer. I considered the property already assigned to me and Rocheblave a sufficient security for the debt he owed us, and that I was willing to make the said assignment for the purposes of getting my bond of ten thousand dollars although he considered that he owed nothing on that bond. And this deponent further sayth not—

Geo: Morton.

Sworn to & subscribed before me the 20th day of December 1827. M. P. Leduc Justice County Court St. Louis County.—

P. Ferguson. Peter Ferguson of lawful age being by me first duly sworn on his oath did say that he signed as a witness a deed of assignment from Rufus Easton to William Russell, which said deed bears date the twenty third day of June one thousand eight hundred and

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275 and twenty six, that he never did signed as a witness any in-
strument of writing from Rufus Easton, except when he was
requested &c. to do by said Rufus Easton, and that said Eas-
ton had first acknowledged his signature or hand writing,
and further says that he believes the signature set to said
deed of relinquishment &c by him witnessed to be the hand
writing of said Rufus Easton, and for the better identi-
fication of the said deed of relinquishment the same
is marked on the back with the signature of A. P.
Leduc, December 21st 1827.

Question by John Mullanphy. did you see the deed deliv-
ered? Answer No that I recollect of.

Question by same. Was Mr Rufsell present at the time?
Answer. No, that I recollect of, my impression is he was not.

Question by same. Have you seen any consideration paid?
Answer. No I did not. & this deponent further Sayth not.

Peter Ferguson.

Sworn to and subscribed before me this twenty first
day of December 1827. A. P. Leduc Justice County Court St Louis
County.

J. C. McGirk. Isaac C. McGirk ~~a witness~~ of lawful age being by me first
duly sworn on his oath did Say, that a paper identified on
the back by mark of No 1. Letter A. with the signature of J.
C. McGirk, is either a paper that was set up as an ad-
vertisement, or is a copy of it, of this our hand writing
which paper being produced to said deponent in the Clerks
office of the Circuit Court of the County aforesaid, and
purports to be an advertisement by Joseph C. Brown
as Sheriff of St Louis County bearing date the 30th November

1820. that he the deponent was in the practice of writing the advertisements or notices & compared them when written by others and to set them up himself in the ordinary places as deputy Sheriff for Mr Brown and was regularly deputised and approved of and qualified as deputy aforesaid; that the plat on the back of said advertisements represents the subdivisions of one of the lots described on the face of said advertisement which plat is a copy of the one furnished to him the deponent by Joseph C. Brown, the then Sheriff as he believes to the best of his recollection, the plat of the subdivisions as this deponent believes, was exhibited on the day of sale, that the sale was regularly made commencing by No 1 and so successively till No 12, as he thinks, but does not remember who the purchasers were nor the amount of the purchases except that Sibley, Isaac N. Picket, Robert Simpson and Bernard Pratte were purchasers: the deponent further says that he believes at the same sale John Mullanphy was purchaser of the Dillon House for the sum of fifteen hundred & twenty dollars, believes that he the deponent was the crier of the sale. And this deponent further sayth that a paper identified on the back and marked No 2 letter D and signed "Hall McGirk, in the proper hand writing of the deponent is a copy of an advertisement set up in the County of St Louis previous to the sale mentioned on the face of it, and that the said paper is in the hand writing of him the said deponent, that the plat on the back of said advertisements represents the subdivisions of one

of the lots described on the face of said advertisement, which plat is a copy of the one furnished to him the deponent by said Joseph C. Brown as he believes to the best of his recollection; the plat of the Subdivisions, as he the deponent believes, was exhibited on the day of sale, as represented in the said plat; that on the day of sale, as he the deponent believes, appointed by the last mentioned advertisements, the said sale was postponed for fifteen or twenty days or more, and this deponent further saith that a paper identified on the back and marked Number 3 Letter C. and signed "H. McGirk" in the proper hand writing of this deponent, is a copy as he the deponent thinks of an advertisement set up in the County of St Louis after the postponement aforesaid of the said sale which postponement the deponent believes was by order of the Court, that he the deponent believes that the sale took place pursuant to this last advertisement that the plat on the back of said advertisement, as he the deponent believes, is of the hand writing of Joseph C. Brown. The deponent further sayth that the aforesaid postponement took place on motion of Col. Easton as he the said deponent believes. Question by the Solicitor. Are you certain that the sale was postponed on motion of Col. Easton. Answer. I am not. Question by Same. Were you in Court when any motion was made to postpone the sale of the above property on that day as advertised? Answer. I do not recollect that I was in Court at the time the motion was made being engaged at the time in selling property

at the Court House door but was in Court several times during the discussion of the motion. Question by Same. Do you recollect any application being made to the Court by Mr Joshua Barton in behalf of Mr Mullanphy to stop the Sale of the Dillon house and lot, which he said Mullanphy had purchased at the December Term 1820.? Answer. I do not recollect who made the motion nor what the motion was, except it was for the purpose to stop the sale of that property or some others, but I think it was in relation to that house and lot. Question by the Same. State if you know or believe the Dillon House and lot on which it stands was stayed or postponed by order of the Judge of the Circuit Court of St Louis County, then sitting? Answer. I cannot say distinctly whether the Court ordered the stay of the Sale of the Dillon's house or whether it was other property mentioned in the within mentioned advertisements, but to the best of my recollection it was the Dillon's house, and the order was made by the Judge whilst on the bench in open Court. Question by John Mullanphy. Was there a motion distinct to postpone the Sale from a motion to obtain an injunction to stay the Sale? of which motion or application for an injunction or postponement to obtain an injunction he has before spoken? Answer. I recollect of but one motion or application to the Court on that subject, and whether it was an application for an injunction or whether it was an application to stay the Sale on motion merely I do not now recollect. Question by Same. to what property did the order to stay the Sale extend? Answer. I do not recollect the terms of the order or precisely to what property it extended

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but I think it was to prevent the sale of the Dallon House and lot on which it stands, meaning thereby the house and lot previously purchased by Mr Mullanphy at Sheriff's sale. Question by Same. Was the order to stay the sale made by the Court or the Judge of the Court? Answer. The order under which I acted was made by the Judge of the Court on the Bench during the sitting of the Court and I understood it to be the act of the Court, but whether this order was entered on the records of the Court I do not Know, nor do I remember exactly at what Term of the Court the order was made. I think however it was made at the Spring Term of 1821. Question by Same. Whether or not there was any rejoicing in my purchasing the Dallon House on a younger judgment. And by whom? Answer. I remember there was something of the sort but do not Know by whom, but heard it said you had lost fifteen and some dollars the amount of your bid. Question by Same. Do you Know any thing of a caucus at that Sale + +meaning three or four persons as a caucus for the purpose of bidding against me and to take me in? Answer. I remember of having seen knots of people at that Sale; some of whom seemed to be in consultation about the purchase of the property. I received bids from Mr Mullanphy as well as others, but did not Know the object of their Consultations, nor did I hear what they said, being engaged crying the Sale. Isaac E. McGirk.

Sworn to and subscribed before me this 21st day of December 1827. M. P. Leduc Justice County Court St Louis County.

J.C. Brown. Joseph C. Brown of lawful age being by me first duly sworn on his oath did say that he was Sheriff of the County of St. Louis from October 1818 till some time in 1822, witness examined an advertisement written by Isaac C. McGirk his deputy and identified and marked on the back No 1. letter A. Signed I.C. McGirk, that a memorandum endorsed on said advertisement Signed Joseph C. Brown Shff is in the hand writing of the deponent and is a memorandum made at the time or shortly after the sale under the said advertisement, the proper names of the purchasers at said sale and the numbers opposite their names are the numbers of lot purchased by said purchasers with reference to the plat, the words for Dillon House opposite the name of John Mullanphy means the property described in the advertisement as the lot on which the Dillon House is situate and which is not contained on the map. Question by Solicitor. What disposition was made of the proceeds of the sale of the property above mentioned? Answer. It was disposed of as is stated in the return of the return of the executions under which it was sold, I have no further recollection as to that matter. Question by same. Look at the advertisement marked on the back No 2. letter B. and signed I.C. McGirk, and state what you know of the proceedings under that advertisement? Answer. My recollection as to the proceedings under this advertisement is not very clear, I find on the copy of an advertisement marked "No 3. letter C. and signed I.C. McGirk that the proceedings under the advertisement No 2 are

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set forth in part and that the memorandum in the hand writing of the deponent endorsed on the advertisement No. 2. letter B. is true and that the facts set forth in the advertisement No. 3. letter C. are true, that the plat endorsed on the back of said advertisement was made out by the deponent, that the memorandum of sale immediatly following the ~~sale~~ plat is in the hand writing of the deponent. Question by same. Were those three advertisements referred to and upon which you have been examined with the lists of sale thereon endorsed the advertisement and lists of sales returned by you in execution No. 1. to April Term of the Circuit Court 1821. in favor of Wilson P. Hunt against Rufus Easton? Answer. Yes those are the three advertisements referred to in the return to that execution. Question by same. ~~Note~~ State the reason if any why the execution of Pococke against Easton, Fletcher against Easton and Hunter against the same all returnable to December Term 1820, were not returned prior to April Term 1821? Answer. I have no distinct recollection, but I believed I detained them to await some order of the Court on account of the dispute about the application of the money, as I think. Question by same. Do you remember at what time Mr. Mullanphy paid the money of that bid at that sale of 1820? Answer. I do not remember when he paid it. I have no recollection at all.

Question by same. Did Mr. Mullanphy at any time object to make any payment? Answer. I do not recollect.

Question by Same. How long after Mr Mullanphy paid the money was it that you made the deed? Answer I do not recollect.

Question by Same. Was the deed made before or after the money was paid? Answer. I have no recollection, but I have no doubt the deed was made after the money was paid.

Question by same. Were you in Court when the order was made for the postponement of the Sale advertised for the fifth of April 1821. Answer I believe I was.

Question by Same. Do you remember at whose instance that order was made and if so state it? Answer. I do not. I do not remember at whose instance; my impression is that there was some arguments going on in relation to the matter and the Court directed that the Sale be suspended until the decision could be had on the question disagreed, in consequence of which the property was advertised to be sold on another day of which advertisement the paper marked No 3 Letter C. is a copy.

Question by Same. What part if any, of the money made by the Sale of December 1820 was paid to Nelson P. Hunt? Answer. I no nothing about the payment of any money paid but what appears ~~by~~ from the papers, I do not remember of any payments made by me, but what appears on the face of the papers.

Question by John Mullanphy. Do you recollect of any order of Court made at April Term 1821 made by the Sales of real Estate of Rufus Easton at December Term 1820 of the Circuit Court of the County of St Louis to satisfy sundry executions in your hands at that time in favor of Nelson

285 P. Hunt, William H. Peacock, Charles R. Hunter, Patrick M. Dillon and Thomas Fletcher? Answer. I do not recollect the order, I believe there was one, but I have no distinct recollection of what it was.

Question by Same. Do you recollect to have complied with that order? Answer. I presume that I did but do not recollect the order.

Question by Same. Was there any execution in your hands or your deputies in favor of Wilson P. Hunt against Rufus Easton on the 20th December 1820? Answer. There was, as by endorsement of John K. Walker my deputy, according to practice, that the endorsements on the execution No 2 hereinbefore named is of the hand writing of John K. Walker and likewise the signature of John K. Walker who was at that time my deputy.

Question by Solicitor. Were the monies stated on the returns of the executions in favor Peacock, Hunter and Fletcher as having been made on said executions any part of the monies made by the sale of Eastons property under said executions in December 1820. Answer. None of the money made on the executions returnable in 1821. was applied to the payments of executions returnable to the December 1820, & this deponent further saith not. Jos. C. Brown.

Sworn to and subscribed before me this 21st day of December 1827. M. P. Leduc. Justice County Court. St Louis County.

J. Bent John Bent of lawful age being duly sworn upon his oath says that the subscription of his name as witness to a certain deed or instrument of writing between Wilson P. Hunt and Rufus Easton and marked with his initials

on the 4th page immediatly under the signature of M. P. Leduc is his own proper hand writing that he recollects nothing of the circumstances of the execution or acknowledgement of said deed but presumes that the same was acknowledged in his presence by the grantor for as much as he does not recollect or believe that he ever witnessed a deed or other such instrument without being first requested or told by the contracting parties that such was his act and deed. —
Sworn to and subscribed before me John Bent.
this 20th & 21st day of December 1827. M. P. Leduc Justice
County Court. St Louis County.

H. S. Geyer. Henry S. Geyer being first duly sworn deposes and says that he was present in the St Louis Circuit Court at April Term 1821. where some proceedings were had in relation to the sale of property of Rufus Easton, that his recollection upon that subject and what took place on that occasion is very indistinct, but according to the best of his recollection on the 5th April 1821, the late Joshua Barton as attorney for John Mullanphy made application to the St Louis Circuit Court for an injunction or some order to stay the sale of a house and lot called the Delton house advertised for sale on that day as the property of Rufus Easton, on the ground that said Mullanphy had previously purchased the same property under some execution against Easton — the application was opposed by the deponent as counsel for Easton and before any decision had the sale was directed by the Court to be suspended or postponed

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to await the decision of the Court on the application. The deponent distinctly remembers that Mr Mullanphy was present in Court during the argument, but does not remember what disposition, next was ultimately made of the application, and the said defendant further saith that he knows the hand writing of Rufus Pettybone that he saw him write frequently, the signature of Rufus Pettybone as a witness to the deed and to the acknowledgement are of the hand writing of said Pettybone, the deponent also believes that the signature of Wilson P. Hunt to the deed as grantor is of the hand writing of said Wilson P. Hunt, and that Rufus Pettybone as this deponent believes is dead - which said deed for the better identification is marked with the signature of this deponent A.S. Geyer and of his own proper hand writing. and this deponent further saith not. A.S. Geyer

Sworn to and subscribed before me this 21st day of December 1827. M. P. Leduc Justice County Court County St. Louis

Taken, sworn to, and subscribed before me on the days in the year, between the hours and at the place in that behalf above written. before me M. P. Leduc Justice County Court St Louis County.

Packet No. 2.

A. Collins
H.C. Simmonds
Lucy Dillon
P. Ferguson
G.K. McGunegle
G. Morton
J.C. McGirk

State of Missouri }
County of St Louis } ss: In the Circuit Court of the said County of St. Louis, in the aforesaid State sitting as a Court of Equity.

Robert Simpson, Wilson P. Hunt and William Russell, Plaintiffs against John Mullanphy, Pascal L. Cerré, Francis

J.K Walker
B. Leland
B. Wilson
2.86.

B. Holmes defendants in the original and supplemental Bills in this case, and John Mullanphy against Robert Simpson and William P. Hunt in the Cross bill filed in this case.

Pursuant to the powers vested in me Mary Philip Leduc a justice of the County Court of the said County of St. Louis in the said State and the notice hereunto annexed, I do certify that on the third and fourth days of January in the year of our Lord one thousand eight hundred and twenty eight between the hours of nine of the clock in the forenoon and six of the clock in the afternoon of each of those days at the office of Hamilton R. Gamble in the City of St. Louis in the said County of St. Louis the depositions of the witnesses hereinafter named were taken in writing before me as such justice of the County Court aforesaid and duly certified as is hereinafter stated all of said witnesses were by me sworn to speak the truth, the whole truth and nothing but the truth touching the matters and things each of them should testify and give evidence to between the above named parties - That is to say - Augustus Collins

Augustus Collins.

of lawful age being by me first duly sworn on his oath did say that he together with his partners hath rented from John Mullanphy the Dillon house shade and yard Being the place where A. C. Simmons kept his auction for the sum of five hundred dollars per annum payable quarterly and commencing on the eighth day of May 1827 and this deponent further saith not.

Sworn to & Subscribed before me Augustus Collins this 3rd day of January 1828. M. P. Leduc Justice County Court St Louis County.

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H.C. Dem-
mons.
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Ezekiah C. Demmons of lawful age being by me first duly sworn on his oath did say that he rented from John Mullanphy the Dillon House and lot where he the subscr kept his auction Mart, from the 8th of May 1824 to the 8th of May 1827, that he paid rent to the said Mullanphy for the first year three hundred and fifty dollars, for the second year five hundred dollars and for the third year five hundred dollars. affiant believes that the house and lot were vacant when he took possession of the House that Mr Robb had first moved out and this affiant further sayth that he believes that the lot of ground of thirty five feet front on Main Street on which the Dillon House stands down to the Mississippi including the Stone ware house may be worth twelve thousand dollars. Question by John Mullanphy. What do you the said property was worth at the time you took possession of it? Answer Seven thousand dollars but then the Stone building was not finished. Question by Same. Do you know the reason why the rent was raised from $350 to 500 dollars on you? Answer. It was on account of the yard being inclosed, Shade built and other improvements to the housing and paving. Question by Same. Do you considered and consider those improvements useful and necessary? Answer Yes. I considered them & consider them so. Question by Same. Was there any other improvements made to said house? Answer. Yes. pair steps leading to the back yard, three sets of Cellar doors, Stone sills, Jamb. all entirely new and a porch on

the rear of the house. Question by same. How long to your knowledge did Mr. Robb live in said house? Answer. About eighteen months. And this defendant further sayth not.

Sworn to & subscribed before me this 3rd day of January 1828. M.P. Leduc. } H.C. Simmons. Justice County Court St. Louis County.—

Lucy Dillon Lucy Dillon of lawful age being by me first duly sworn on her oath did say that to the best of her knowledge she lived in the house to wit the Dillon House so called about three years and a half, and paid no rent for the same, that she was put in said house by her brother Thomas Hanly, with the idea of keeping possession of it for Mr. Easton as this affiant understood from her brother by message which he send to her. and this deponent further saith not. Lucy Dillon.

Sworn to and subscribed before me this 3rd day of January 1828. M. P. Leduc. Justice County Court St. Louis County.—

P. Ferguson. Peter Ferguson of lawful age being by me first duly sworn on his oath did say, that the paper herein produced purporting to be a deed of assigment from Rufus Easton to William Russell which for the purposes of identification is endorsed on the back O No. 13 is a deed of assignment from said Rufus Easton to said William Russell, that he the said affiant subscribed his name as a witness to the same at the request of the said Rufus Easton and that the signature affixed to said deed of relinquishment is of the proper hand writing, as the said affiant believes, of said Rufus Easton, and that the signature of the other witnesses to the

Said deed of relinquishment to wit A Gamble and Jno Simonds Jr he the said believes they are the proper hand writing of the said A. Gamble and Jno Simonds Jr and this affiant further Sayth that the paper herein produced purporting to be a deed from Joseph C. Brown as Sheriff of the County of St Louis to Robert Simpson bearing date May 10th 1821 and marked on the back for the purposes of identification with letter G No 7 is a deed from the said Sheriff Joseph C. Brown to said Robert Simpson, the said affiant believes the name of Joseph C Brown Sheriff Subscribed to this deed is the hand writing of the said Joseph C. Brown, but doth not know the hand writing so well that if he were to see it on a piece of paper by itself he could not possibly swear to it & this deponent further Sayth not.

Sworn to and Subscribed before me Peter Ferguson.
this 3rd day of January 1828. M.P. Leduc. Justice County Court St Louis County.

G. McGunnegle. George A. McGunnegle of lawful age being by me first duly sworn on his oath did say, that he knows that the Stone ware house on the river bank of the Mississippi on the block & square next below the ferry landing has been rented by the United States of Mr. John Mullanphy since the first day of May 1826 to this day at the rate of four hundred and fifty dollars per annum, and that the payments have been made quarterly to include the 30th of September 1827. Question

by John Mullanphy. Are there any locks on said ware house and of what qualities? Answer. I believe there are three – the lock on the first story is a Stock lock of first quality, the other two are good locks. the average value of said locks I believe to be three dollars a piece. Question by Same. Is there any wheel or hoisting machine there with a rope? Answer. Yes the cost of the rope I consider to be worth ~~at least~~ probably twenty dollars or thereabout. And this deponent further saith not. Sworn to and subscribed Geo. K. McGunnegle.
before me this 3rd day of January 1828. M. P. Leduc. Justice County Court St Louis County.

G. Morton. George Morton of lawful age being by me first duly sworn on his oath did say, that the expenditures in the building of the Stone ware house on the Mississippi bank on the block or Square next below the Ferry landing before Mr Mullanphy got possession of it, was between five thousand and five hundred dollars or upwards within one or two hundred dollars more or less, that this affiants work as carpenter for the work done to said ware house amounted to seven hundred dollars or thereabouts, which is included in the above estimate. That at the time the contract was made for the building of the Dillon house he this affiant was not in this Country and therefore could not say, but at the time the building was going up he the affiant was in this country, and cannot state within one thousand and fifteen hundred dollars of what such building as that

291 might have been erected, nor is he prepared to make any statement not having reflected on the subject,— that the Keller house he speaks of is situate on the South West corner of the block or Square above mentioned. That the price of Stone mason work put to a building including all materials except the scaffling at the last season was one dollar and fifty cents per perch, and further sayth that he received this information from Joshua B. Brant, quarter master assistant for the United States for whom the said work was done under a large contract with Cannon & Wilder. but that in the City of St Louis the price of such like work was one dollar and seventy five cents at the last season. Question by John Mullemphy. Do you know the hand writing of J. F. Kemper? Answer. Yes I believe I do if I were to see it. Question Same. Do you believe the amount of that bill to be correct (which bill herein exhibited and shewn to this affiant is marked on the margin for the purposes of identification with the Signature of George Morton, and amounting to one hundred and ~~eleven~~ seven dollars and fifty eight cents.? Answer. Yes I believe it to be so— And I put the beam out for the purposes of hoisting at the warehouse— That the price of the poulies on the hoisting machine would be worth as this affiant believes probably between three and five dollars according to his opinion & this deponent further sayth not. George

292. Morton. Sworn to and subscribed before me this 3rd day of January 1828. M.P. Leduc. Justice County Court St Louis County.

I.C. McGirk Isaac C. McGirk of lawful age being by me first duly sworn on his oath did say that the paper purporting to be a deed from Joseph C. Brown Sheriff of the County of St Louis bearing date the tenth day of May 1821 - and marked on the back for the purposes of identification with letter C & No 7 is a deed from Joseph C. Brown Sheff to Robert Simpson and that the signature of Joseph C. Brown as Sheriff as aforesaid to said deed is of the proper hand writing of the said Joseph C. Brown, and that the advertisement accompanying said deed and annexed thereto is of the proper hand writing of the said Joseph C. Brown, and that also the copys of the three executions annexed to said deed are likewise of the hand writing of said Joseph C. Brown Question by John Mullanphy. From what sales was the sumes of 2641. dollars 07/100 as endorsed on one of the copies of those three executions made, as made of former executions? Answer I can only answer this question in this way; that in 1820 or 1821 there were several executions in my hands as deputy Sheriff against Rufus Easton in favor of Hunt, (one at least) on that execution, a piece of property in the town of St Louis, called the Dillon house and lot and a ware house on it were levied upon by the Sheriff and sold at public sale, and I think there was other property levied upon that execution belonging to Col. Easton and sold, and part of the proceeds of that sale or sales (I think there were two) were appropriated by the Sheriff in part payment of the judgment under which the copies of

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Sale or Sales were made, and I presume that the credit of that sum marked on the back of said copy was endorsed by the Clerk on the original execution, in order to direct the Sheriff what portion of the judgment yet remained unpaid, as such was the usual practice of the Clerk and such is the fact to the best of my recollection. Question by same. At what Term of the Court and in what year was the sale made that you allude to? Answer. In November or Fall Term of 1820 as well as my recollection now serves me. Question by same. Under whose execution was the sale you allude to made? Answer. I think it was made under three executions, one in favor of Hunt, one in favor of Charles W. Hunter and one in favor of Pocock. Question by same. what property was sold under those executions in 1820. Answer. Part or all of the lot on which Colonel Easton then lived, perhaps the whole of it, and the Dillon House and perhaps the Stone ware house were sold at the same time. Question by same. Are you or are you not certain that the Dillon house and the property on which Col Easton then lived were sold on the same day? Answer. I think they were, I believe there was a sale of a part of each piece if not of the whole but my recollection is not very distinct as to the precise piece of property sold on that day under those executions. Question by same, Do you know whether the amount of Sales on that day under those three executions exceeded the sum of $2641.$^{07}/_{100}$ after the deduction of the costs of those executions? Answer. I cannot say indeed, but think the proceeds of those Sales exceeded that sum considerably but cannot undertake

294 to say what the amount was. Question by same. Do you believe or not believe that the said sum of $ 2641 dollars 07/100 was not the proceeds of those sales of the Fall or winter of 1820? Answer. Yes, I do believe it was a part of the proceeds of those sales. Question by same. Have you any distinct recollection of the amount of the sale of the property on which Colonel then lived or what amount it was sold for? Answer I have not, there were nine or ten small lots or more the sales of which averaged less than one hundred dollars, and there was a larger lot of thousand square which was sold for which included the house as well as I remember five or eight hundred dollars as well as I remember of these facts however I cannot speak with certainty that I have seen a memorandum made in the hand writing of Mr Brown, former and then Sheriff or by myself either on the back of one of the advertisements or executions under which those lots were sold in which I recognized the true account of sale of that property sold or for which it was sold - and if that memorandum was shewn to me it would refresh my memory and could then state the amount with more certainty - and this deponent further saith not. Isaac C. McGirk - Sworn to and subscribed before me this 3rd day of January 1828. M.P. Leduc Justice County Court. St Louis County.

J.K. Walker. John K. Walker of lawful age being by me first duly sworn on his oath did say, that the paper herein produced purporting to be deed from Joseph C. Brown Sheriff of the County of St Louis to Robert Simpson bearing ~~date~~ the 10th day of May 1821 and marked on the back for the purposes of identification with letter G No. 7. is of the proper hand writing of the said Joseph C. Brown Shff and the signature affixed to said deed is the proper hand writing of the said Joseph C.

~~186.~~ 295. C. Brown and that the copy of the advertisement and copies of the three executions annexed to said deed are also of the proper hand writing of the said Joseph C. Brown. Question by Solicitor Easton. Was the bid for the payment of the Dillon house delayed? Answer. Yes it was delayed for some time. And this deponent further sayth not. John K. Walker.

Sworn to and subscribed before me this 3rd day of January 1828. M. P. Leduc Justice County Court St. Louis County.

B. Cleland Beriah Cleland of lawful age being by me first duly sworn on his oath did say, that he came to the Country in 1817, that the Dillon House was built in 1818, that he saw Messrs Jane & Bailey doing the brick work & Messrs Hill & Rees the carpenter's work, that at that time said house in the building thereof would have cost as the this affiant believes about twelve thousand dollars - believes that the house was never finished by Mr. Dillon that said house was finished in 1819 or 1820, that the said house might at this time be built for seven thousand dollars, that he said deponent would be willing to contract for such building and give security to finish it for that sum, that the ware house on said block or square might have been built in 1818 for about eight thousand dollars to be finished and completed, that said Stone ware house was built in the year 1819 or 1820 and that said ware house might now be builded for five thousand dollars and finished as it is now finished, that the said Stone ware house was not built in 1818. Question by John Mullanphy, How many chimneys is

296. there at the stone ware house? Answer. Four, with eight fire places the price for the trimming and fixing for and boxing up the hearth is one dollar and that the materials would be about sixty two and a half cents each that the price for the laying ~~up~~ the hearth with bricks and materials would cost about two dollars or two dollars and a quarter. And this deponent further sayth not. Beriah Cleland.

Sworn to and subscribed before me this 4th day of January 1828. M. P. Leduc. Justice County Court St Louis County.

B Wilder Benjamin Wilder of lawful age being by me first duly sworn on his oath did say, that he finished off the stone ware house from the arches, and according to the best of his recollection one foot from the arches to the square, that he was paid by Mr. Mullanphy two dollars and twelve and a half cents per perch for the work and materials and that he this affiant did also finish the gable ends, that the whole of said work was measured together, that if the said affiant recollects right there was in the whole about fifty eight perches. Question by John Mullanphy. how many feet were raised of the whole wall from where Mr. Easton left off building before he this affiant begun building? Answer. About fifty four feet average. Question by Solicitor. What was the price of stone work at the time you spoke of? Answer. Two dollars per perch, at the place where it was so done by Mr. Cosgrave, as I suppose, but that it would have been one dollar and seventy five cents from the foundation – that it was at same time two dollars and at other time two dollars and a half and sometime three

dollars. And this deponent further sayth not.
Sworn to and subscribed before me this Benjn Wilder.
4th day of January 1828. M.P. Leduc Justice County Court
St Louis County.

Taken, sworn to and subscribed on the days in the year between the hours and at the place in that behalf above written, before me. M.P. Leduc Justice County Court St Louis County.

Defendants depositions

The following depositions were read on the part of the defendants.

Packet No 3.-

State of Missouri } ss: In the Circuit Court of the said County of St Louis in the County of St Louis } aforesaid State. Sitting as a Court of Equity.

Robt Simpson, Wilson P. Hunt and William Rupell, plaintiffs, against John Mullanphy, Pascal L. Cerré, Francis B. Holmes and Andrew Elliott, defendants in the original and supplemental bills in this case and John Mullanphy against Robert Simpson and Wilson P. Hunt in the cross bill filed in this case.

Pursuant to the powers vested in me the undersigned, Mary Philip Leduc a justice of the County Court of the said County of St Louis in the said State and the notice hereunto annexed, I do certify that on the twenty seventh and twenty eighth days of December in the year of our Lord one thousand eight hundred and twenty seven between the hours of ten o'clock in the forenoon and six of the clock of the afternoon of each of those days at my office in the City of St Louis in said County of St Louis the depositions of witnesses hereinafter named were taken in writing before me such Justice of the County Court aforesaid and

and duly certified as is hereinafter Stated, all of said witnesses were by me sworn to speak the truth the whole truth and nothing but the truth touching the matters and things each of them should testify and give evidence to between the above named parties. That is to say

J. Charles Jr. Joseph Charles Jr. being by me first duly sworn on his oath did say That the said deed here presented and marked with the initial of his name for the purposes of identification and purporting to be executed by Hyacinthe Hebert Lecompte, Joseph Biponette and Julie Bienet is attested by this affiant as a subscribing witness that he has no distinct recollection of having seen the deed executed by those parties, but believes from the fact of his being subscribing witness that it was executed by the persons named to wit by the said Hyacinthe Hebert Lecompte, Joseph Biponette and Julie Biponette, and this deponent further saith not. Joseph Charles Jr. Sworn to and Subscribed before me this 27th day of December 1827. M. P. Leduc.

F Valois. Francois Valois of lawful age being first by me duly Sworn on his oath did say that he has an account against John Mullamphy for work done the Stone ware house, the amount of which to wit one hundred and Sixty Seven dollars Eleven and a half Cents was paid him by John Mullamphy, which work was ordered to him by John Mullamphy at the Command of Mr Morton. Which account for the purposes of identification is marked in the margin with the signature of M. P. Leduc December 27th 1827. That the

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said Stone ware house is on the river bank, back of the Dillon house, on the Square or block next below the Ferry, and on the South East corner of said block or Square, that the said work consisted of blacksmith work. Question by Complainant. Whether or the work charged for in the account by you presented here all went into the Stone ware house by you described? Answer that he did not affixed the work to the said Stone house, but that he knows what work he did, was ordered for that purpose but doth not know whether the whole was affixed to said Stone ware house. Question by Same, Do you know what part of the work in question was put to the Stone ware house if any? Answer that it is the iron work for grating, hinges, clamps, that he saw them after they were affixed to said house, but did not put any himself— and this deponent further saith not. Hon Valois—

Sworn to and subscribed before me this 27th day of December 1827. M. P. Leduc. Justice County Court Knox County—

J. A. Wherry. Joseph A. Wherry of lawful age being by me first duly sworn on his oath did say, that the paper herein produced and identified in the margin with the signature of M. P. Leduc, December 27th 1827, is a certificate of the sale of the property described in the same to satisfy a special tax levied upon the same for the pavement of Main Street opposite or adjoining the Dillon house, to wit, one thirty fifth of the property that the purchaser paid this affiant the sum mentioned in said certificate, that said certificate is signed by Mackay Wherry as collector, and this deponent further saith that the paper herein produced and identified with the signa-

ture of M.P. Leduc Dec. 27th 1827 (in the margin) is a Cer=
tificate No 43 of the Sale of the property described in the
same, and that the Signature of M.Oherry as Collector af=
fixed to said Certificate is in the proper hand writing of
said Mackay Oherry & this deponent further Sayth not.
Sworn to and Subscribed before me this J. A. Oherry —
28th day of December 1827. M.P. Leduc Justice County Court } St Louis County }

J. Shackford. John Shackford of Lawful age being by me first duly
Sworn on his oath did say that the Signature written on the
back of the Certificate No 43 and referred in the deposition
of Joseph A. Oherry is the proper Signature of this affiant
and that the transfer by him so Subscribed was for the Con=
sideration therein expressed and is Satisfied that he received
the Consideration money therein mentioned, but does not Recol=
lect the time, place or other particulars of the payment of
said Sum of money. and this deponent further Sayth not.
Sworn to & Subscribed before me this 27th John Shackford.
day of December 1827. M.P. Leduc Justice County Court St Louis County.

P. Walsh — Patrick Walsh of Lawful age being by me first duly
Sworn on his oath did say that he is a Subscribing Witness to
a deed between Thomas Hanly and Mary his wife and John
Mullanphy, which is produced and marked in the margin
for identification with the Signature of M.P. Leduc December
27th 1827. that he is acquainted with the hand writing of
said Thomas Hanly and believes that the Signature to
said deed is of the proper hand writing of said Thomas
Hanly, who was personally known to him to be person
whose name was Subscribed to said deed. Question by

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Complainant Did you see any consideration paid by Mr Mullanphy? Answer. No Sir. Question by Same. Did you draw that instrument of writing delivered to Mr Mullanphy? Answer, No not that I recollect. Question by Mr Mullanphy. Were I present when the deed was executed? Answer. I do not recollect Question. Were you not in my employment once. Answer. Yes. Question by Same. Do you remember any mercantile transactions between me and Mr Hanly. Answer. I cannot call to mind any particular transaction between you and Mr Hanly - And this deponent further saith not. P. Walsh -

Sworn to and subscribed before me this 27th day of December 1827. M. P. Leduc Justice County Court Louis County.

A. Wilques. Asa Wilques of lawful age being by me first duly sworn on his oath did say that he is a painter and glazier, that he has not measured the work of the stone ware house, next below the Ferry landing, and that the painting and glazing of said ware house including materials would be worth as this affiant supposes about one hundred and forty or one hundred and fifty dollars. That he did not make the work himself, and the estimate he makes of it is upon his own examination without any measurement, that the work above mentioned was done to the finishing of the roof, that he this affiant done some work on Dillon house situate West of the stone ware house to the amount of about thirty dollars, at the request of Mr Mullanphy who paid him for the same, that there was some outside work done of the same description by some other persons to the amount of about

332 four dollars. Question by Complainant. Was all the work above spoken of absolutely necessary for the preservation of the property? Yes, Sir, I should presume it was. And this deponent further sayth not. Asa Wilgus.

Sworn to & subscribed before me this 27th day of December 1827
M. P. Leduc Justice County Court. St. Louis County.

B. Wilder. Benjamin Wilder of lawful age being by me first duly sworn on his oath did say that he knows of a stone ware house next below the Ferry landing, that he done mason work to that house to the amount of two hundred and eighty four dollars sixty four and a fourth cents including materials, that the said work was done at the request and paid for by John Mullanphy. Question. Do you know the amount of the work done by Coosgrave? Answer. I do not know exactly the amount, but suppose the whole including materials to be worth about one hundred and forty four dollars or hundred and forty five dollars, that the work for removing the dust and earth around the said house might be worth as this affiant believes about forty dollars, the said dust and earth so removed was for the purpose of keeping the pavement from rotting. Question by Mullanphy. What could be done with the earth any more than put it in the street? Answer. It was put in front of the ware house for the purposes of a passage into it as this affiant presumes. Question by same. What was the value of filling up on the opposite side of the house from where the earth was cut down? Answer. I suppose that the value of it to be from about forty to sixty dollars. Question by same, What do you think my labour would worth for the making of contracts and attention to it

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Answer. You spent a great deal of time about there, to wit, at the ware house, I cannot judge, you made cheap bargain enough. And this deponent further sayth he knoweth the Dillon house, west of the said ware house, which lays on the same square, and that he done work to said house and yard attached thereto including materials to the amount of three hundred and eighty seven dollars and sixty five cents, which work he did at the request of Mr Mullanphy who paid him for the same. Question by Mr Mullanphy. Do you know of any stone frames put to the cellar doors? Answer. Yes, I know one Delany who put them up. Question by same. — What do you think they are worth? Answer. I should suppose they are worth about seventeen dollars each set and that there was three setts. Question by same. Was the work which you mention necessary and for the convenience of the house and lot and whether it did not increased the value and the rent? Answer. Yes, the house would rent for more than it would without them, and the property was more valuable on that account, and that in his opinion the said work was necessary. Question by Complainant. Why was the work done by the affiant outside of Dillon House necessary? Answer. The house was build for mercantile purposes and there was no yard enclosed nor shades nor necessary. Question by same. With what of kind of materials was the yard enclosed? Answer. With walls from ten to twelve feet feet high. Question by same. Was it indispensable that the inclosure should be with stone? Answer. Answer no other could have been built as the foundation was

of rock (nearly the whole of it) that there could be no other fence round the yard but with brick or Stone. Question. What was the object of building it so high? Answer. On the back or right side it was for the purpose of having a shade at the one end. Question by Same. Was any and if any what proportion of the Sum of three hundred & eighty seven dollars thirty seven cents charged by you necessary for the preservation of the Dillon house in the same State in which Mr. Mullanphy received it? Answer. None other than putting one door ceil and repairing the cellar door frames which amounted to four dollars. Question by Same. Was not a part of this Sum of $387 45/100 charged by you for flagging and work done in the Street? Answer. Yes for flagging to the amount of twenty six dollars. Question by Same. Was the work done by Mr. Mullanphy's hands at or near the Stone ware house which you here supposed to be worth from forty to sixty dollars on the lot or in the Street. Answer. Part of it was taken (to wit Out) from the back of the ware house and part of it out of the cross Street and placed on the front Street. Question by Same. Was the grading, flagging and all the other work which you speak of having been done on the Stone ware house necessary for its preservation, if any part was not State what part? Answer. The filling up in front was not necessary for the preservation of the building, but the rest was necessary. Question by Mr. Mullanphy. Was not the filling up the front necessary for the building? Answer. It was. And this

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deponent further sayth not. Benjn Velder.
Sworn to and subscribed before me this 27th day of December 1827. M L Leduc Justice County Court St Louis County.

Mr Riffle. William Riffle of lawful age being by me first duly sworn on his oath did say that he is a mason and has work at the Stone ware house on the block or Square next below the ferry landing, that he was employed as such mason by Mr Cosgrove, that Mr Cosgrove told him he had two dollars a perch for the quarrying hauling and building and that Mr Mullanphy was to furnish lime sand and water, and that said Cosgrave build between five & six feet in height, all round the whole building, that there was several arches build all round the upper Story, that there was some in front, some in the rear, and some on the South side, that the common price for putting arches, is a dollar a foot, that said arches are worth, at the least valuation, a dollar a piece, that there is in the whole eleven arches, to wit, six in the South, three on the East side, and two on the West, on the back part of the house, he deponent thinks those arches to be worth a dollar a piece, affiant believes the wall was two feet thick, that the arches are extra work. Question by John Mullanphy. what was the value of lime, sand and water per perch in building a Stone wall? Answer, one half or more, but did not understood it rightly. Affiant says that by undertaking and furnishing lime, sand and water he would charge one third

more per perch. Question. Do you know of Mr Gratiot furnishing materials there. Answer. Yes I know of Mr Gratiot's team brought lime there. Question by Complainant. If the building the wall is worth two dollars per perch, lime sand and water being furnished by the employer, how much would the work be worth per perch the workmen supplying all materials? Answer. At that time the work was worth four dollars and a half per perch the workman finding all the materials, but now it is not worth so much, it would worth now about four dollars a perch. Question by Same. Does it not depend on the Contract whether arches are or are not an extra charge - Answer, it depended on a Contract whether arches were subject to an extra charge. Question by Same. How do you know that the wall build by Mr Cosgrave was between five or six feet in height. Answer. I helped in the building of the same, I looked at it this morning. I suspected they were that high but am not certain. Question by Same. In what year was that wall build by Cosgrave. Answer. I do not recollect. I do not know how many years ago. And this deponent further sayth not. William Riffle.

Sworn to & subscribed before me this 28th day of December 1827. M P Leduc Justice County Court. St Louis County.—

J K. Walker

John K. Walker of lawful age being by me first duly sworn on his oath did say that the paper here produced purporting to be a deed from him as Sheriff of the County of St Louis to John Mullanphy dated the tenth of June 1824 and marked in the margin for the purposes

of identification with the initial J. K. W. is a deed from him as Sheriff as Sheriff of the County of St Louis and by him executed for the purposes therein contained. And this affiant further says that the paper here produced purporting to be a deed from Robert Simpson as Sheriff of the County of St Louis to John Mullanphy dated the fourth day of December 1826. and marked in the margin for the purposes of identification with the initial J. K. W. is executed by the said Robert Simpson, that he is acquainted with his signature and believes that the signature affixed to said deed is of the proper hand writing of the said Robert Simpson. And this affiant further saith that the paper here produced purporting to be a deed from Joseph C. Brown Sheriff of the County of St Louis to John Mullanphy and dated the 4th day of December 1830, and marked in the margin for the purpose of identification with the initials below J. K. W. is executed by said Joseph C. Brown, and that he is acquainted with the hand writing and signature of said Joseph C. Brown and that the signature affixed to said deed is the proper signature of said Joseph C. Brown that the memorandum of the erazure written at the close of said deed is the hand writing of the said Joseph C. Brown.

And this deponent further sayth that he as Sheriff of the County of St Louis he received of John Mullanphy the sum of eighty four dollars and ninety eight cents, as per bill of costs of several suits brought as expressed in a paper and receipts No 1. 2. 3 here produced and marked with the initial letters J. K. W. for the purpose of identification.

Question by Complainant. Did you see the deed which

338- you have identified from Robert Simpson to John Mullanphy delivered? Answer. No, I never seen it until now. Question by Same. Did you see the Consideration paid by Mr. Mullanphy to Robert Simpson. Answer. No. Question by Same. Did you see the deed which you have identified from Joseph C. Brown to John Mullanphy delivered? Answer No. I have no recollection of having seen it delivered. Question. Did you see the Consideration money paid by Mr Mullanphy to Mr Brown? Answer, No. I have not seen it paid, but I know that it was paid. Question by Same. Did you ever deliver to Mr Mullanphy the deed which you have identified of having made to him yourself - Answer, I do not think of having deliver it to him myself. I think it was left with the Clerk of the Circuit Court for him the said Mullanphy as was customary. Question, Was Mr Mullanphy present when the said deed was left at the Clerk's office for him? Answer, I do not recollect whether he was there or not. And this deponent further sayth not.

John K. Walker

Sworn to & subscribed before me this 28th day of December 1827. M. P. Leduc Justice County Court St Louis County.

G. Morton George Morton of lawful age being by me first duly sworn on his oath did say, that he did finish the carpenters work of a house, to wit, a stone ware house on the Bank of the Mississippi, the same ware house which was commenced by Rufus Easton on the square next below the Ferry landing and on the South East corner thereof. That the amount of this affiants bill for carpenters work, materials and blacksmiths work is thirteen hun-

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dred and twenty four dollars, as is expressed in a memorandum here produced by the witness and marked for the purpose of identification with the initials of S.M., that a part of the said memorandum this affiant knows to be true, and that the residue is not certain, but that he has made it upon an estimate which he has made of the probable expenditure, and may vary one hundred dollars more or less. That he put up a shade back of Dillon house, that he estimated the work and materials done upon and back of the Dillon house by himself & others at the entrance of Mr. Mullanphy at one hundred and seventy four dollars, which may vary something fifteen or twenty dollars. That at the time he this affiant put up the said back of the Dillon house the said house was then occupied by H.C. Simmons, that said Dillon House is on the same block and west of the said Stone ware house, on the same range, both those buildings this affiant believes occupy a space of thirty five feet fronting on Main Street & Mississippi. Question by John Mullanphy. Do you know of a wheel for hoisting goods in the Stone ware house with its apparatus and rope and the value of it? Answer. As to the probable value of the wheel I should suppose it to be worth thirty dollars including iron work but am not able to say any thing with regard to the rope. Question by same. Have you made any wheels. Answer Yes. I made one for Tracy and Wahrendorff. Question by same. You saw me superintending and making bargain for the said house

what do you think my superintending and labour was worth? Answer. I can state that you made as close bargain as any man could do, but that you saved, as I believe, by your bargains, about ten per cent. Question by same. at what time was this work at the ware house done? Answer. In the Summer of the year 1824. Question by same. Was the work done necessary for protecting the building already begone there? Answer. I saw no work done there, but what was necessary to put to a tenantable state and no more than I would have done myself if I had went on to finish the work under my arrangement with Colonel Easton, and that when he begun to work there for Mr Mullanphy the said building was in a perishing condition. Question by same. How much less or more has the said building have cost by my contracts in finishing it than it would have cost had it been finished by Colonel Easton, under his arrangement with you? Answer. When I entered into a contract with Colonel Easton the work was at a very high rate, compared with prices at the time I finished the ware house, I was to take part of my payment of Colonel Easton in land at a very high rate, compared with the price the land would have been got at the time the Contract was finished, the materials employed for the purposes of finishing the work might have been purchased at the same price purchased by Mr Mullanphy provided he the said Colonel Easton would have taken the same measure, and

advanced the Cash as Mr. Mullanphy did for the materials by shewing the cash in his hands as inducement, had I furnished the materials for the building the warehouse agreeable to my Contract with Colonel Easton, at the Same time that I finished it for Mr. Mullanphy I should have charged Colonel Easton the customary selling price of such materials which would have averaged about ten per cent over and above what Mr. Mullanphy paid as I believe; the workmanship did not cost more Mr. Mullanphy more than three fifths of what it would have done under the Contract with Colonel Easton, the work had failed at that rate I believe. Question by Same. How much cheaper if any was the work done and materials provided for me at that time than the Same could be done and furnished at this day? Answer. I should suppose that the difference to be from ten to twelve and a half per cent higher now than at that time, that is the work & materials upon an average. Question. Was the work done at the Dillon house convenient, necessary and proper for the tenants and improvement of the Property? Answer. I am of opinion that I would not consider that the improvements made there are of such a nature that would enhance the value of the property as much as the Same + expenditure would have done in a different way. I believe at the time the wall enclosing the yard was build Mr Simmons occupied the property, and I think I heard him say that he wanted Some improvements make for the protection of goods, but that the improvements made was not such as he expected

Nor are they such as I would have made myself had I been the owner agreeable to my opinion at that time and at the present - that the improvement is a Stone wall back of the Dillon house inclosing a piece of ground and Serving as a shade for the purpose of storing goods, but agreeable to Mr Mullanphy's views the work was done with the greatest regard to economy and precaution as to expenses. Question by same. Was there any other improvement but the shade? Answer. Yes there was two doors placed in the cellar and a porch back of the house and a pair of stairs going down to the yard. Question by same. Was there a high wall build round it? Answer. Yes, three sides with two double doors placed in the wall. Question, Was there any conveniences in the yard. Answer. There was a privy. Question by same. Were the walls, doors, and privy useless expenditures? Answer. I consider the whole question resting on matter of opinion and that I consider them usefull. I have seen the shade containing merchandize of different Kind. Question by same. Could you have laid out six or seven hundred dollars to more advantage in the improvement of that property? Answer. Yes I could, I have not thought of any plan to do it to better advantage, but believe it could be done. Question by same, Was any blacksmith work done by Valois for the ware house, by your order for Mr Mullanphy? Answer. Yes, to the amount of the bill of Valois stated above in said Valois deposition - Question by Complainant. Have you any knowledge of the price of the Stone work in 1823 or 1824, if you have

State what was the price when the materials were found by the undertakers? Answer. I understand that that question apply to that part of the building done by Mr Cosgrave and if so I consider the work done by him there at the rate of three dollars a perch including all materials. Question by same. What would be the price of such work now? Answer. Two dollars a perch taken from the foundation, or perhaps less. — Question by same. How many feet was the wall of the stone ware house raised by Mr Mullanphy or under his direction? Answer. I think the walls were raised on an average four feet all round - three feet by Mr Cosgrave and one by Wilder, and I think the walls were two feet thick. Question by same. Do you believe that any person other than Mr Mullanphy could for cash got all the work & materials on the same or good terms as he did? Answer. I have no reason to believe they could not, if they made use of the same means and the same exertions. Question by Mr Mullanphy. Was there any stone work above the square and if any by whom was it done? Answer. Yes, the gable end which was built by Mr Wilder. Question by same. How many openings on the third story over which there are arches and what was the price of such arches? Answer. There are eleven arches, the lowest price I ever known was one dollar per arch. Question by same. What was the price Mr Easton was to pay for the arches in that part of the building? Answer. To the best of my recollection it was one dollar per foot. Question do you know what Mr Easton was to pay

per perch of the stone work in the building of said ware house?
Answer. Four dollars per perch, to the best of my recollection; and believe that the whole was to be paid in lands in the American bottom at the rate of ten dollars per acre; which I have considered a very high price and considered the price of the work was ~~too~~ high too. And this deponent further sayth not.

Geo. Morton.

Sworn to and subscribed before me this 28th day of December 1827. M. P. Leduc, Justice County Court St Louis County.

Taken, sworn to and subscribed on the day in the year between the hours and at the place in that behalf above written before me. M. P. Leduc. Justice County Court St Louis County.

Exhibit. (marked M. P. Leduc December 27th 1827).

No. 43. I, Mackay Wherry, collector of the revenue of the City of St. Louis for the A.D. 1823, do hereby certify that John Shackford was the purchaser of the one twelfth part of a lot of ground in said City situate on Main street adjoining the Dillon house on the North and being between North G. & H. streets & being part of a lot assessed as ~~being part~~ a lot North of Dillon house lot for a special tax imposed for paving in front of said lot as appears by the report of St. Com'rs a copy of the account for said paving is hereto attached. The said one twelfth part is to be taken off the North side of said lot, the said one twelfth part was sold by me, the said Collector agreeably to the ordinances of the said City on the 8th April 1824, to satisfy the said taxes due for paving as aforesaid from the said lot, amounting to two hundred 28 dollars forty five

~~344~~ 345

Cents, which sum I acknowledge to have received from John Shackford who will be entitled to a deed for the said premises, unless redeemed according to the ordinances in such cases made and provided. M. Wherry Collector.

$ 238.45¼/100. Say $ 228.45¼ Rec^d fifty cents costs J. A. Wherry Dlr

St Louis Feby 10th 1826.

For — before lot N of "Dillon house" lot to the Corner Main To the City of St Louis Dr. For pavement before the lot North of Dillon's house & lot to the Corner Main St.

Length 218 ft 4 in } Width 12 " 10½ } = 28 sqr 12 qt. a 6		$ 168.72
New Curbing 230 " 4 in at 25 cts		57.55¼
Hard brick extra — 25		2.15
		$ 228.45¼

(Endorsement on the above certificate, as follows)

St Louis 14th Septr 1824. I hereby acknowledge the receipt of two hundred and twenty nine dollars in full for my right, title and interest in the within certificate, which title, interest and right acquired by the instrument, I hereby convey and release unto John Mullanphy.

Jno Shackford

Packet. No. 4. John K. Walker D. Sheppard R.P. Farris J. Vasquez J. A. Wherry H. McGirk

State of Missouri } County of St Louis } ss. In the Circuit Court of the said County of St Louis, in the aforesaid State, Sitting as a Court of Equity.

Robert Simpson, Wilson P. Hunt & William Russell plaintiffs, against John Mullanphy, Pascal L. Cerré, Francis B. Holmes & Andrew Elliott defendants in the original & supplemental bills in this case, and John Mullanphy against Robert Simpson and Wilson P. Hunt in the cross bill filed in this case.

Pursuant to the powers vested in me the undersigned Mary Philip Leduc a justice of the County Court of the said County of St Louis in said State and the notice hereunto annexed, I do certify that

on the third and fourth days of January in the year of our Lord one thousand eight hundred and twenty eight, between the hours of nine of the clock in the forenoon and four of the clock in the afternoon of each of those days at the office of Hamilton R. Gamble in the City of St Louis in the said County of St Louis the depositions of the witnesses hereinafter named were taken in writing before me as such justice of the County Court aforesaid and duly certified as is hereinafter stated all of said witnesses were by me sworn to speak the truth the whole truth and nothing but the truth touching the matters and things each of them should testify and give evidence to be-tween the above named parties. That is to say;

J.K. Walker. John K. Walker of lawful age being by me first duly sworn on his oath did say that the paper herein produced purporting to be a letter from Robert Simpson to John Mullanphy, bearing date the 17th day of November 1822 and marked in the margin with the initials J.K.W. for the purpose of identification is a letter from Robert Simpson to said John Mullanphy— that said letter and the signature is of the proper hand writing of the said Robert Simpson he the said deponent being well acquainted with the hand writing of the said Robert Simpson. and verily believes said letter to have been written by said Robert Simpson — and this deponent further sayth not. John K. Walker.

Sworn to and subscribed before me this 3rd day of January 1828. M. P. Leduc Justice County Court St Louis County.

D. Sheppard. David Sheppard of lawful age being by me first duly sworn on his oath did say, that he is a brick layer that he

knows of a Stone ware house on the block or Square next be-
low the Ferry landing, that he raised and finished four Chim-
neys in said Stone ware house to wit about twelve or thirteen
feet higher, which work he did at the request of John Mul-
lanphy that he received from said John Mullanphy twenty
dollars for his workmanship of the same, that the mate-
rials furnished him by the said Mullanphy for the said
work might be worth about twenty five or thirty dollars,
that he is positive he received not more than twenty dollars
for said work and think so. And this deponent further sayth
not. Daniel Shepperd. Sworn to and subscribed before me
this 3rd day of January 1828. M. P. Leduc Justice County Court
St Louis County.

R. P. Faris. Robert P. Faris of lawful age being by me first duly sworn on
his oath did say, that the paper here presented purporting to be
a deed from Hyacinthe Hebert Lecomte, Joseph Bisonette and
Julie Bisonette to John Mullanphy for the Square of ground
in the City of St Louis known by the name of the Hanly Square,—
witnessed by this deponent and Joseph Charles junior, marked Jo-
eph Jr. in the margin this deponent recognises as deed execu-
ted in his presence, as shewn by the clause of attestation, that
he is one of the subscribing witnesses to the same, that he
had been acquainted with Joseph Bisonette and feels confident
that he was one of the persons who executed the said deed.
and this deponent further sayth not. Robert P. Faris.
Sworn to & subscribed before me this 4th day of January
1828. M. P. Leduc Justice County Court St Louis County.

J. Vasquez. Joseph Vasquez of lawful age being by me first duly sworn

on his oath did say that he is the same person who executed the deed here presented and which is marked in the margin with the letters J.V. for identification, and that he received in consideration thereof the sum forty dollars from John Mullanphy the grantee, that Joseph Biponette told him, this affiant, that Mr. John Mullanphy paid some costs of suit, and gave his wife ten dollars for same deed, to wit for the Hanly lot as he this affiant supposes, or the lot in dispute. Question by John Mullanphy. do you know whether Joseph Biponette has lost his senses? Answer. I do not know. And this deponent further sayth not. J. Vasquez.
Sworn to & subscribed before me this 4th Day of January 1828.
M. P. Leduc Justice County Court St. Louis County.

A. Hebert — Hyacinthe Hebert dit Lecomte of lawful age being by me first duly sworn on his oath did say that his name is Hyacinthe Hebert Lecomte that he received from John Mullanphy the sum of fifty dollars for the consideration of a deed of transfer of his interest on the block or square of ground on the Missouri below the Ferry Landing, that he saw Joseph Biponette signed a paper, does not know what it was but believes that it was a transfer of his right to aforesaid block or square. And this affiant further saith not. Hyacinthe his mark Hebert Lecomte. Sworn to & subscribed before me this 4th Day of January 1828. M.P. Leduc. Justice County Court Louis County.

J. Vasquez — Joseph Vasquez of lawful age and being by me first duly sworn on his oath did say that the papers here presented and marked in the margin for the purpose of identification 1.2.3.4. and which appears the signature of John B.

~~D.S.~~ 349 Truteau, he the said affiant says that he believes that the signature of J. B. Truteau on said paper is of the proper hand writing of said J. B. Truteau who is now dead; and that there now exists heirs of Nicholas Hebert Lecomte deceased, to wit, Joseph Bissonette and Julie his wife, Hyacinthe Hebert Lecomte & the children of Pierre Hebert Lecomte and this affiant and Mary Louise his wife - and that he was acquainted with the said Truteau and of his hand writing - And this deponent further sayth not. Th. Vasquez.

Sworn to & subscribed before me this 4th day of January 1828. M P Leduc. Justice County Court St Louis County.

H. S. Geyer. Henry S. Geyer of lawful age being by me first duly sworn on his oath did say that he was employed as attorney at Law by Mr Mullanphy in four actions of ejectment brought against Robb and some other persons in which actions Mr Mullanphy was made a co-defendant, the plaintiff claimed title to the block or square between Main Street and the river next below the Ferry upon which the Dillon house and Stone ware house stands & that said Mullanphy paid this affiant for his services as such attorney in these four actions the sum of hundre dollars that he is well acquainted with the signature of Josiah Spalding and believes that the endorsement J. Spalding on a paper identified on the back with the initials letters H. S. G. No. 1. is of the proper hand writing of the said Josiah Spalding - That he is also acquainted with the hand writing of Edward Bates and believes that the endorsement of a receipt and signature

of E. Bates on the back of a paper identified with the initial letters A.S.G. No 2 is of the proper hand writing of said Edward Bates. Question by Solicitor What was the result of those actions of ejectments? Answer. My recollection of the result is that in the first case the verdict of the jury was against Mr Mullanphy and that a new trial was granted afterwards. in the other three cases the verdict was for the defendant Mr Mullanphy - all the plaintiffs in the suit claiming under the same title - of which results this affiant only speaks from memory, and would refer to the record for more certainty on that subject the whole depending on the same title, the defence in the first case on one of the material points was not so clearly made out as on the others. Deponent allude to title set up by defendant by prescription - That a paper herein produced purporting to be a notice, on the back of which is an endorsement in the words and figures following to wit "I acknowledge service 31st Dec. John Mullanphy" It being shewn to this affiant, he says that he hear the said John Mullanphy acknowledge said signature to be his. And this deponent further sayth not.

A. J. Geyer.

Sworn to & subscribed before me January 4th 1828. M. L. Leduc Justice County Court St Louis County.

J. A. Wherry. Joseph A. Wherry of lawful age, being by me first duly sworn on his oath did say, that the printed copy with

the corrections made in the margin is of the same, which copy is identified by the letters X. Y. Z. written in the margin thereof to be a correct copy of the original ordinance passed by the Mayor & Board of Aldermen of the City of St Louis approved 13th of August 1823, that pursuant to said ordinance a tax was assessed as per extract from the minutes of the board of Aldermen, namely the sum of thirty nine dollars and seventy one cents for paving the street before the brick house called the Dillon House situate on the Square East of the Main street next below the Ferry landing, and the sum of two hundred and twenty eight dollars and forty five cents for paving the street opposite the lot, North of the Dillon house being the residue of the said Square fronting on the said street. That the copy of the advertisement here presented and marked D. E. F. for identification in the margin, the interlineations and erasures appearing therein being made after the advertisement was put up, and for the purpose of shewing what taxes had been paid; is a true copy of the advertisement put up by Mackay Wherry collector of the taxes of the City of St Louis for the year 1823. That said Mackay Wherry was appointed collector of the taxes of the City of St Louis 25th July 1823, which said appointment continued until the taxes of 1823 embraced in said notice were collected, an extract from the minutes appointing him collector as aforesaid is here presented and identified with the letters G. H. F. in the margin which is a true copy of the minutes wherein he is appointed

& identified with the letters A. B. C. in the margin, which is a true copy from the minutes of the Board of Aldermen.

Collector. That the taxes for the Dillon house and other lot above mentioned not been paid the sale took place in pursuance to the advertisement, that according to the Ordinance passed by the Mayor and board of Aldermen of the City of St Louis three advertisements of sales for taxes were required at that period and that three or more advertisements were put up at the most public places, the foregoing copy above referred to being a copy of those advertisements, and that the certificates referred to in the deposition of this deponent heretofore given in this cause are certificates of the sales and purchases pursuant to the foregoing advertisements. The papers here referred to and marked No 1. A. and No 2. B. in the margin shew the taxes paid by John Mullanphy for the property therein described for the years therein mentioned, the taxes embraced in the receipt No 1. A. amounts to about 25 or 30 dollars. That the square, called the Hanly square, has been assessed to Mr Mullanphy for the years 1825- 1826- 1827- as appears by the assessors return filed in the registers office of the City of St Louis - the tax of which for the year 1825 was thirty dollars for the year 1826- forty five dollars- and for the year 1827 fifty dollars- Question by John Mullanphy. Were those taxes paid by John Mullanphy? Answer. They were paid by John Mullanphy after deducting from the tax of Mr Mullanphy for said years, the one sixth annually from the

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Amount of Street Commissioners' Certificates No 64 and 65 as well as others. Question by Solicitor. To whom was the property herein referred to was apesed in the year 1823 and 1824? Answer. I do not know to whom it was apesed in 1823, but in 1824 part was apesed to Holmes and Elliott and the Stone ware house on the river bank was apesed to as follows "The Stone ware house on the river bank formerly Easton" Question by Same. When was first the city tax levied on said property under the charter? answer. If apesed at all it was in 1823. Question by Same. At what time of that year? Answer. In May or June Question by Same. At what time payable? Answer. Not long after - That the amount paid for paving Main Street was six dollars square for the carriage way and twenty five cents foot for curbing - The amount collected for the annual tax was in 1823 one half per cent on the apesed value of property. The cost of the carriage - way is refoundable of one sixth of its amount to be deducted from the holders taxes of the holders of Certificate annually, when the sixth does not exceed the amount of his taxes and in that case the amount of his taxes only allowed on the Certificate. I recollect that in 1823 Mr Root was in posession of the Dillon House. He does not now recollect who was in posession of the residue of that Square in said year. And this deponent further

Saith not. J. A. Wherry. Sworn to & Subscribed before me this 4th day of January 1828. M. P. Leduc Justice County Court St Louis County.

J. C. McGirk. Isaac C. McGirk of lawful age being by me first duly Sworn on his oath did say that he was a deputy Sheriff under Joseph C. Boron Sheriff of the County of St Louis in the years 1818, 19, 20 & part of 21. and acted in that character, That in the year 1820 he was the officer who made a Sale of certain real estate belonging to Rufus Easton under & by virtue of a number of executions against said Easton - That at the August Term of the Circuit Court of said County in 1820, this deponent levied on & sold as Sheriff a tract of land lying in the grand prairie, containing four by forty arpens another tract of land containing forty arpens lying in the grand prairie. Also another tract containing forty arpens of land lying in the St Louis field, & a tract of land in St Ferdinand township - Also a barn lot in the Town of St Louis said to contain Sixteen and a half perches square - which lot was sold in Small Subdivisions by request of Col. Easton - ten in number, according to a rough sketched plat on the back of an advertisement of the Sale thereof, returned into the Clerk's office by the Sheriff which Sales were made by virtue of two writs of execution against said Easton one in favor of the Bank of St Louis and one in favor of Wilson P. Hunt. The whole amount of the ~~proceeds~~ of the Sales of said property was two thousand seven hundred and nineteen dollars, as appears by a memorandum of the Sales on the back of said advertisement in the hand writing of this deponent, which

355. he believes to be correct. Said advertisement referred to is marked on the back thereof "Letter A. No. 1. J. C. McGirk." How the money arising from this sale was applied, this deponent does not now recollect but thinks it was applied to the satisfaction said executions, nor does he remember whether the property sold for enough to satisfy both executions or not, nor does he now remember whether the the judgement in favor of the Bank or that in favor of Hunt was eldest. But refers to the Sheriff's returns on said executions which will explain what appropriation was made of the money. This deponent also levied on and sold other property, real estate, of said Easton, at the December Term of the said Court in the year 1820 under three executions against said Easton, one in favor of William H. Pococke, one in favor Charles W. Hunter and one in favor of Thomas Fletcher. That under said executions the Sheriff advertised for sale the following property of Col. Easton, to wit, a town lot & house in St. Louis called the Dillon house, & running from Main Street to the river - also a lot of ground and the buildings thereon situate in St. Louis on Third Street, on which said Easton then resided as this deponent believes. - also a part of the same square which was subdivided into nine or 10 smaller lots, according to a plat on the back of the advertisement of said sale returned with the executions by the Sheriff and also a barn lot adjoining the said lots, which was laid off into smaller lots & is contained in said plats & constitutes a part

of the lots then represented. That said lots were all sold as this deponent believes thinks under said executions. The amount of the proceeds of said sales, this deponent does not now remember but thinks the Dillon house & all that lot sold at that sale for about $1530 dollars to John Mullanphy, and that the other small lots were sold for six or seven hundred dollars but that not more than $492 was actually received by the Sheriff several bidders having refused or neglected to pay for the lots purchased by them. Does not now remember who purchased the remainder of the property, nor the sums at which it was sold. This deponent further says that in April 1821 he sold the last mentioned real estate in said advertisement mentioned under three executions against said Easton, or the greater part of it. Two of said executions were in favor of Wilson P. Hunt & one in favor Patrick M. Dillon. That the first sale under those executions was advertised by the Sheriff to take place on the 5th April 1821, and part of said property was sold that day, and the sale of the ballance was postponed by order or direction of the Court till a further day during the same term & new advertisements were put up and sale took place accordingly. At the first sale under these executions on 5th April this deponent thinks no other lands were sold than a tract in St Ferdinand Township in St Louis County, described in the advertisement of the sale of that day, which this deponant thinks was bid off to Wilson P. Hunt, at the sum of fourteen hundred and fifty dollars, and that a deed

was made by the Sheriff to Robert Quales as purchaser of the same. That the tract of land aforesaid is mentioned and described in a copy of said advertisement, marked No 2 Letter B. J. C. McGirk "returned with the executions. That the remainder of the property mentioned in said advertisement was not sold at that sale but was sold under a new advertisement at the postponed sale & that the proceeds of said last mentioned sale amounted only to something like the sum of $985 dollars & twenty five cents, a memorandum of which is to be seen on the back of an advertisement returned by the Sheriff with said executions, marked on the back "No 3 Letter C. J. C. McGirk" as well as a plat of part of the property sold. That by a reference to his deposition taken yesterday on the part of the plaintiffs this deponent finds he was then mistaken and to the sums for which the small lots represented by said plat, were sold & now corrects the statement then made from his mere recollection unaided by any documentary memorandum to refresh his memory of facts which have long since transpired and having since refreshed his memory by an inspection the executions, advertisements, and accompanying memorandums, this deponent is now enabled to state the facts above detailed. That from an inspection of the official documents aforesaid this deponent believes as well as his recollection serves that the sum of two thousand six hundred and forty one dollars and seven cents made on a former execution in favor of said Hunt and marked on the back of the execution in favor

of Hunt, on which the Sale in April 1821 was in part made was the proceeds of a Sale made in August or September 1820 under an execution in favor of said Hunt against said Easton on the same judgment on which the execution in favor of Hunt against Easton was issued afterwards, in June 1820, under which the April Sale in 1821 was made, and that the Sale at which the said sum of money was made on a former execution by the Sale of Eastons property & endorsed on the back of the latter execution was made sometime in August in the year 1820 instead of the Fall or November Term of said Court as stated formerly by this deponant. This deponant now also states that said last-mentioned Sale in August 1820 was made under & by virtue of two executions against said Easton, one in favor of Sd Hunt & the other in favor of the Bank of St Louis and not under three executions one in favor of Pocock, one in favor of Hunter & one in favor of Hunt as stated in the deposition of this deponant yesterday, in which this deponant was mistaken, not then distinctly recollecting the facts but which have since been brought home to his recollection by an inspection of memoranda made by himself & others. This deponant also confounded the Sale in August 1820 with the Sale in December 1820, in his deposition of yesterday before mentioned, & now knows he was mistaken in saying that the proceeds of the Dillon house & lot & of the lot on which Col. Easton then lived was

appropriated to the satisfaction in part of the first mentioned execution in favor of Hunt and from inspection of memoranda made by him, is satisfied that it was the proceeds, or a part of the proceeds of said August Sale in 1820 that were applied to the the satisfaction of said first execution in favor of Hunt. That the property sold at the said August Sale in 1820 is described in an advertisement before referred to as marked letter "A. No 1. I.C. McGirk" and further this deponant sayth not.

Isaac C. McGirk

Sworn to and subscribed before me this 4th day of January 1828. M.P. Leduc Justice County Court St Louis County.

Taken sworn & subscribed on the days, in the year, between the hours and at the place in that behalf above written before me. M.P. Leduc Justice County Court St Louis County.

(documents referred to in the above depositions)

St Louis County Nov. 17. 1822

"J.K.W." Dimpson's letter to Mullanphy

Sir I should long since have made an attempt at a compromise in the suits now pending between us had I not been taught to believe such an attempt would be unavailing I have however come to the determination to make a trial. I will suggest in the outset that I have not and never expect to have any interest in the property in dispute further than a desire on my part to save some of the wreck of Col. Eastons property for the benefit of his family and his creditors, with that view I purchased the property in question and with that view I hold it - and if the law should eventually vest the title in me, it will be always subject to the discharge of his debts. These facts I have

frequently stated and intend to adhere to. I have to several persons stated that I was desirous to refund to you what you had paid for the house and all claims you had on it provided the property could be disposed of and I have be taught to believe that you given to understand as much. But in order that we may understand each other I now make the direct proposition - If the property can be sold at any thing like a fair price considering the times or if you will give for the property what any three disinterested men shall say it is worth in these hard times even I will refund the money paid by you & the mortgage given by Dillon to Hanly shall be satisfied and you shall besides retain a sufficiency in your hands to meet any claims from Pascal Bell mortgage and you may if you think proper include the Stone ware house in the arrangement I consider myself as regards this property as a kind of trustee and if I can dispose of this property and apply the proceeds to the discharge of Eastons debts, the object I had in view in engaging in his affairs will have been accomplished - If I am not greatly deceived in my idea of liberality, I know nothing more liberal than the proposition I have been made. You will please be pleased to state to me distinctly and by the earliest Conveyance, your views and determination on the subject - Your Obt. St. Robt. Simpson -

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Ordinance.

An ordinance for graduating and paving the Streets of the City of St Louis and for other purposes.

Sec. 1. Be it ordained by the Mayor and board of Aldermen of the City of St Louis, That a person of known ability, discretion and knowledge be appointed by the Board of Aldermen as a Street Commissioner within the City of St Louis who shall be ex-officio Superintendent of the Streets and whose tenure of office shall be one year. The said Commissioner together with the Mayor shall constitute a Board of Street Commissioners to do and perform all and every thing required of them, by ordinances respecting the graduating paving or re-paving of the Streets of the said City, or the laying out of new Streets in the same; and in case of disagreement of opinion between the said Commissioners, it shall be the duty of the President of the Board of Aldermen to act as a commissioner and to give his vote.

Sec. 2. Be it ordained. The said board thus constituted shall as soon thereafter as may be meet at the place of holding the meetings of the board of Aldermen, and when organized shall fix upon the times and places of ~~holding~~ their meetings; they shall keep a journal of their proceedings and lay before the board of Aldermen every three months a transcript of the same, which shall be filed with the Clerk of the board.

Sec. 3. Be it ordained. The City Surveyor shall under the direction of the Board of Street Commissioners aforesaid, proceed to graduate the Main or Front Street and such other Streets, Lanes and alleys of the City of St Louis, as the said

board of Commissioners shall deem most expedient and urgent for the welfare of the said City.

Sec. 4. Be it ordained. That the said graduation shall be made so as to prevent the accumulation of too great a body of water in any one point in the said Streets, and to that effect the City Surveyor shall make or inscribe on Suitable Stones or posts to be procured at the expense of the Corporation and to be placed so as to answer the objects to be obtained by the provisions of this Section, the variations in the filling up or digging of the said Streets having attention to raise the Centre pavement of every Square as that the water may be carried off by the Cross Streets at each end (if practicable) without injury to any of the lots adjacent thereto.

Sec. 5. Be it ordained that upon the completion of the graduation aforesaid the board of Commissioners aforesaid shall proceed to carry the same into execution by causing the said Street, Lanes and alleys or so much of the same as they shall deem absolutely necessary at present, in order to pave the Main Street, to be reduced or built up to the said graduation.

Sec. 6. Be it ordained. That the Board of Commissioners shall immediately proceed to pave or cause to be paved so much of the front or Main Street as comes within the following boundaries, to wit, beginning at the North East and West corners of the Cross Street leading to the Ferry buildings at the Team Ferry ware house, and the South East and West corners of the Cross Street which divides the lots of R. Wash and William Clark from

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the lots of Madam Benoit and James Loper. that the same shall be done in the best possible manner, and at as low a rate as can be, and to that effect the commissioners shall let out to the lowest bidder the building of the same, previous notice thereof being given by insertion in the public newspaper, That curb stones shall be firmly placed planted or bedded in sand on each side of said street at a distance of twelve French feet from the centre or middle of said street, between which said curbs shall be laid or built a good strong Stone pavement to be upon such plan and within such period as they or a majority of them shall agree upon: Provided, that any person or persons being owner or owners of any lot or lots or part of lots on said Main street thus directed to be paved, shall be at liberty to lay or build their proportion of said pavement the same being executed in the manner and within the period above mentioned to be fixed by the said Commissioners.

Sec. 7. Be it ordained. That the expense attending the paving of the said Street shall be paid by the lot holders on said Street in proportion to the extent of their front, as soon as the work shall have been completed, provided that the paving of the intersection of the Streets, and such parts of the Streets on which any of the public property lies, shall be paid out of the City Treasury upon the completion of the pavement of any Square agreeable to the provisions of this ordinance, the amount of said expenses being ascertained and the repartition being made by the

bonic, the collector shall immediately proceed to collect the same as a special tax from the lot holders, and for his services in collecting the same he shall receive the same per centum as is allowed him for other collection, and in case of no personal property of the holder of such lot or lots fronting on said streets as shall have been thus paved it shall be lawful for the collector to sell such lot or lots, or so much of the same as in his discretion shall seem sufficient to defray the expenses of paving as aforesaid.

Sec. 8. Be it ordained. That if after the expense of paving the Main Street shall have been ascertained it shall be represented to the board, that the collection of the whole amount of the tax at once from any individual would be oppressive, the board may order that a credit shall be allowed for such part and for such time as they may think proper.

Sec. 9. Be it ordained. That whenever the board of Street Commissioners shall deem it expedient and of urgent necessity that one or more of the streets of said City of St Louis should be paved in part or the whole, they shall communicate same to the Board of Aldermen, whose duty it shall be after maturely enquiring into the expediency thereof, to make an order for the same, which shall be sufficient authority for the Commissioners to cause the said street or part of street to be paved.

Sec. 10. Be it ordained. That the regulations to be made by the board of Street Commissioners for the paving of Main or front Street shall be observed in paving the other

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Streets, Lanes and alleys, with the exception of the width of the Centre pavement, which shall vary according to the difference in the width of the Streets, but every thing else shall be done Conformably to the said regulations.

Sec. 11. Be it ordained. That whenever the paving of any Street shall be let out to the lowest bidder, conformably to the provisions of this ordinance, the board of Street Commissioners, in the name of the Mayor of the City, shall enter into a Contract with the person or persons to whom the same shall be so let out for the paving of the same; and the said person or persons so contracting shall moreover enter into a bond to the Mayor, for the use of the Corporation, with Sufficient Securities, to be approved of by the Mayor, in a Sum Sufficient to secure the faithful performance ~~of the~~ thereof according to the regulations and within the period fixed by the board of Street Commissioners.

Sec. 12. Be it ordained. That the Board of Street Commissioners shall have power whenever any Steps or Cellar doors in any of the Streets shall be so placed as to become an obstruction to foot passengers to ord, the same to be so altered or removed as to remedy the evil, and in case of neglect or refusal of the owner to alter or remove the said Steps or doors within a certain time to be Specified in said order, to cause the same to be removed or altered the expenses attending the same to be paid for and Collected as provided as aforesaid.

Sec. 13. Be it ordained. That it is expedient to lay out and

open a Street along the river side, and the said Commissioners are directed to view the ground and to report a plan of said Streets to the board at the next meeting, together with such interferences with any individual's property as may happen in laying out said Street; and upon the plan of said Street being approved by the board, the Commissioners aforesaid shall cause the same to be laid out.

Sec. 14. Be it ordained. That the Commissioner or Street Superintendant aforesaid shall before entering on the duties of his office, take an oath or affirmation (as the case may be) well truly and faithfully and without favor or affection, to discharge the duties of his office: he shall moreover give bond with security to be approved of by the Mayor to be taken in the name of the Mayor for the use of the Corporation in a sum of five hundred dollars conditioned for the faithful performance of his duties as Superintendant: he shall receive as a full compensation for his services at the rate of thirty dollars per month for the time he shall be actually employed in the duties of his office.

Sec. 15. Be it ordained. That this ordinance shall take effect and be in force from and after the passage thereof; and that all paving be done under the same, shall be commenced as soon as possible.

Passed by the Board of Aldermen 12th August 1823.
approved 13th August 1823. Archibald Gamble Prest.
Will. Carr Lane, Mayor.

367. Extract. "The Board took up the report of the Street Commissioner
A.B.C. ~~ex~~ (referred to in the Mayor's Communication) upon the expense of paving before the lots individuals and finding the following sums due from the following persons to wit, Matthew & John Kerr # 31.23¼ - James Kennedy # 28.58½ Genl. Wm. Clark # 22.27¼ The heirs of Stokes # 87.83¼ John Mullanphy # 44.81 - John Serrade # 32.48¼ The heirs of Manuel Lisa # 89.00 The heirs of Edward Hempstead # 80.20, The heirs of William Smith # 70.95 - The heirs of Elijah Beebe # 37.80½ The Bank of Missouri # 37.41 - The heirs of Charles Gratiot # 2.50 - Jean Pierre Cabanné # 45.19 Madame Louis # 134.27¾. The heirs of H. Brady # 268.03½ —— before the Dillon house # 39.71 —— before lot N. of Dillon house lot # 228.45 - McKnight & Brady # 56.31 - United States # 130.36, Bernard G. Farrar # 36.18 - David D. Walker # 23.16½, Herbert & Slade # 39.80½, The heirs of Isaac H. Griffith # 38.75. Theotiste Gosti # 136.13½, Joseph Hertzog # 117.87 -, for the same or John D. Daggett # 20.90 - which sums were on motion of Mr. Gamble (Mr. Garnier in the chair) assessed as a special tax for the purpose aforesaid and the Collector ordered to collect the same." I certify the foregoing to be a true extract from the proceedings of the Board of Aldermen of the City of St Louis, Feby 10. 1824.
(L. S.) Given under my hand and the corporate Seal of the City aforesaid this 28th Dec. 1827.

J. A. Wherry Regr
City St Louis —

G.H.E. "On motion of Mr Lakenan resolved that Mackay Wherry be & he is hereby Collector of the taxes of the City for the present year." I certify the foregoing to be a true extract from the proceedings of the Board of Aldermen of the City of St Louis of July 25. 1823. L. S. Given under my hand & the Common Seal of the City this 28th Decr 1827. J. A. Wherry Register City St Louis.

G.H.E. I Joseph A. Wherry Register of the City of St Louis do hereby certify that Mackay Wherry who appears to have been appointed City Collector for the year 1823 on the 25th July 1823 qualified himself as required by Ordinance and that full faith ought to be placed to his acts as such L. S. Given under my hand and the Common Seal of the City of St Louis this 28th Dec. 1827.

J. A. Wherry Regr City St Louis.

Packet No. 5.

Robert Simpson, Wilson P. Hunt & William Rutpell

vs:

John Mullanphy, Paschal Cerré, Francis B. Holmes and Andrew Elliott — In Chancery.

S. Pettis.

And crop bill of John Mullanphy vs Robt. Simpson & Wilson P. Hunt.

Deposition of Spencer Pettis taken before me Peter Teugus-on a Justice of the Peace for the County of St Louis at the office of the Clerk of the Circuit Court for the County of St Louis in the City of St Louis Missouri on the twenty-second day of December 1827 between the hours of ten in the forenoon and five in the afternoon of that day

369 to be read in evidence in the above cases. Spencer Pettis of lawful age having been duly sworn to testify the whole truth deposeth and saith,

Question by the attorney of John Mullanphy, on whose part the deposition is taken, Have you any recollection of the foreclosure of a mortgage by Paschal Cerré vs Thomas Hanly for ~~the~~ a square opposite Missouri Hotel? Answer. I well recollect that such a mortgage was foreclosed, but I do not recollect defending it. I think it was after the mortgage was foreclosed and during the Term at which the property was to be sold; I was employed by Andrew Elliott (and as I understood for Holmes & Elliott) to endeavor to stop the sale of the property A Bill was filed I think by Mr Bates and myself in the name of Holmes & Elliott vs Pascal Cerré, with a view as well as I recollect of enjoining said Cerré from further proceeding against Hanly to sell the property. I do not remember the grounds set forth in the bill nor the grounds taken in argument. The bill however will shew for itself & the suit is still on the docket. Mr Cerré I think appeared in a few days after the bill was filed and before the motion for injunction was argued and put in his answer. Upon this bill and answer the Court refused the injunction and the property was sold. I do not remember particularly but I think the question whether the injunction should go was argued pretty fully. I think these proceedings were had at the ~~June~~ Term 1824 of the

Circuit Court of St Louis County. The proceedings to foreclose were against the Widow and heirs of Thomas Hanly and not directly against him he having died some time be= fore. Spencer Pettis. Sworn to and Subscribed before me on the 22d December 1827. Peter Ferguson Justice of the Peace County of St Louis State of Missouri.—

I, Peter Ferguson a justice of the Peace within and for the County of St Louis in the State of Missouri do hereby Certify that Spencer Pettis the deponant was examined by the parties in my presence at the place between the hours first above mentioned and that he before me swore to the truth of the above Statement and that he acknow= ledged to have written and signed the above deposition— Given under my hand and Seal this 22d day of Decem= ber 1827. Peter Ferguson Justice of the Peace County St Louis

The defendants also gave in evidence the following documents, the Certified extract from the proceedings of the Board of Aldermen of the City of St Louis, Certified under the City Seal by Joseph A. Wherry register of said City; and the act of assembly incorporat= ing said City; an ordinance for the graduating and paving the Streets of said City and for other purposes;

Extract. "On motion of Mr Lakeman. Resolved that Mac Kay Wherry be & is hereby Collector of the Taxes of the City for the present year." I Certify the foregoing to be a true extract from the proceed= ings of the Board of Aldermen of the City of St Louis of July 25. 1823. L.S. Given under my hand & the Common Seal of the City this 28th Dec. 1827. J.A. Wherry Register City St Louis—

Act of Incorporation (~~1839~~) 1841.

An Act to incorporate the inhabitants of the town of St Louis.—

Sec. 1. Be it enacted by the General Assembly of the State of Missouri. That all that District of country contained within the following limits to wit: beginning at a point in the middle of the Main Channel of the Mississippi River, due east of the Southern end of a Bridge across Mill creek at the lower end of the Town of St. Louis; thence due West to a point at which the western line of Seventh Street, extended Southwardly will intersect the same; thence Northwardly along the Western side of Seventh Street, and continuing in that course to a point due West of the Northern side of Roy's tavern; thence due East to the middle of the Main Channel of the Mississippi River, thence with the middle of the Main Channel of the said River to the beginning, — shall be and is hereby erected into a City, by the name of the City of St Louis; and the inhabitants thereof shall be and are hereby constituted a body politic and corporate by the name and style of "the Mayor, aldermen and citizens of the City of St Louis" and by that name they and their successors shall be known in law, have perpetual succession, sue and be sued, implead and be impleaded, defend and be defended, in all Courts of Law and Equity, and in all actions and matters whatsoever; may grant, purchase, receive and hold property, real and personal, within the said City and no other (burial grounds excepted) and may lease, sell and dispose of the same for the benefit of the City; and may do all other acts as natural persons; may have a common Seal, and break and alter the same at pleasure.

Sec. 2. Be it further enacted, That the corporate powers and

duties of said City shall be vested in a Mayor and board of Aldermen, who shall be chosen and appointed as is hereinafter directed.

Sec. 3. Be it further enacted, That the Board of Aldermen shall consist of nine members, — for the election of whom the City shall be divided into convenient wards, which may be altered from time to time and new wards established, as the convenience of the inhabitants may require, and the aldermen shall be appointed among the several wards according to the number of qualified electors in each.

Sec. 4. Be it further enacted, That the aldermen shall be chosen by the qualified electors for the Term of one year, shall be at least twenty one years of age and citizens of the United States and inhabitants of the said City for one year next preceding their election; and shall each possess a freehold estate within the limits of the said City. And whenever there shall be a tie in the election of Aldermen, it shall be determined by the Judges of the election of the ward in which it shall happen by lot; and all vacancies shall be filled by election as aforesaid in such manner as shall be provided by Ordinance.

Sec. 5. Be it further enacted, That the Board of Aldermen shall appoint their president and all other officers of the board, shall judge of the qualifications, elections and returns of their own members; a majority shall constitute a quorum to do business, but a smaller number may adjourn from day to day, and may compel the attendance of absent members, in such manner and under such penalties as the board may provide; they may determine the rules of proceeding, punish their members

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for disorderly conduct, and by the concurrence of two thirds of the whole number elected, expel a member, but not a second time for the same cause; they shall at the desire of any member cause the yeas and nays on any question to be entered on the journals.

Sec. 6. Be it further enacted, That the Stated meetings of the board of Aldermen shall be on the first Mondays of March, June, September and December, in every year; but they may be convened at other times on extraordinary occasions by the Mayor: Provided, That the Mayor and Board of Aldermen may by ordinance alter the times of holding Stated meetings.

Sec. 7. Be it further enacted: That the Aldermen shall be ex-officio Conservators of the peace throughout the City and shall within the same have all the powers and jurisdiction now vested in Justices of the Peace in matters of a criminal nature, and shall exercise and perform all powers and duties which may be vested in or required of them by ordinance.

Sec. 8. Be it further enacted, That the Mayor shall be elected by the qualified electors of the City, shall hold his office for the Term of one year, and until a Successor is duly elected and qualified; when two or more persons shall have an equal number of votes for Mayor, or any election for Mayor shall be contested, it shall be determined by the board of aldermen.

Sec. 9. Be it further enacted, that the Mayor shall be at least thirty years of age, a citizen of the United States, shall have resided within the City for at least two years next preceding

his election, and be otherwise qualified as in the case of Alder=
men: And provided that no person shall be eligible to the of=
fice of Mayor who may at the time of his election hold any
office of ~~trust~~ honor, or profit under this State or the United States.
Sec. 10. Be it further ~~enacted~~, That the Mayor shall nominate and
by and with the ~~consent~~ concurrence of the Board of Aldermen appoint all
officers within the City, which are not ordered by law or ordinance to
be otherwise appointed; he shall take care that the laws of
the State and Ordinances of the Corporation are duly enforced,
respected and obseaved within the said City; he shall have
power with the consent of the board of aldermen to remove
from office any persons holding offices created by ordinance;
he may remit fines and forfeitures, and grant reprieves
and pardons, in any case arising under the ordinances of
the Corporation; he shall be a conservator of the peace within
the limits of the City: he shall have power to fill all vacancies
which may happen in any office (other than that of aldermen)
until the end of the session of the board of aldermen, which shall
next happen after the vacancy shall occur; he shall from
time to time give to the board of aldermen information rela=
tive to the State of the City, and shall recommend to their
consideration such measures as he shall deem expedient; he
may on extraordinary occasions convene the board of alder=
men, by proclamation, stating to them, when assembled, the
object for which they were convened; he shall receive
such compensation for ~~his~~ his services as may be provided by

~~An~~ ordinance.
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Sec. 11. Be it further enacted, That when any vacancy shall happen in the office of Mayor, by death, resignation, removal or absence from the City, removal from office, refusal to qualify or otherwise, the president of the board of Aldermen for the time being, shall exercise the office of mayor until such vacancy shall be filled; and during the time he shall so exercise such office, shall receive the same compensation as the Mayor would have been entitled to; and in case of ~~such~~ vacancy as aforesaid, other than a temporary absence, the person exercising the office of Mayor shall cause a new election to be held, giving ten days notice thereof by proclamation.

Sec. 12. Be it further enacted, That the mayor and board of aldermen shall have power by ordinance to levy and collect taxes upon real and personal property within the City, not exceeding one half of one per centum upon the assessed value thereof, except as hereinafter excepted; to make regulations to prevent the introduction of contagious diseases; to make quarantine laws for that purpose, and enforce the same within ten miles of the City and within the jurisdiction of the State; to make regulations to secure the general health of the City inhabitants; to prevent and remove nuisances; to establish night watches and patrols, erect lamps in the streets and lighting the same; to improve and preserve the navigation of the Mississippi, within the City; to erect, repair and regulate public wharves and docks; to regulate the erecting and rates of wharfage at private wharves; to reg-

ulate the stationing, anchorage and mooring of vessels; to provide for licensing, taxing and regulating auctions, retailers, ordinaries and taverns, billiard tables, hackney carriages, wagons, carts, drays, pawnbrokers, vendors of lottery tickets, moneychangers, hawkers and pedlars, theatrical and other shows and amusements; to restrain and prohibit tippling houses, gaming, gaming houses, bawdy houses and other disorderly houses; to establish and repair bridges, to establish and regulate markets; to open and keep in repair streets, avenues, lanes, alleys, drains and sewers and keep the same clean; to provide the city with water; to provide for safe keeping standard weights and measures, for the regulation of weights and measures to be used in said city; to regulate the cleaning of chimnies, and fix the fees therefor; to provide for the prevention and extinguishment of fires; to regulate the size of bricks to be made and used within the City; to provide for the inspection of lumber, and other building materials, to be sold or used therein; to regulate and order partition and parapet walls, and partition fences; to regulate the inspection of butter, lard, wood and the weight and quality of bread, the storage of gun powder, tar, pitch, rosin, hemp, cotton and other combustible materials; to erect pumps in the streets, for the convenience of the inhabitants; to regulate the police of the City; to regulate the election of City officers and fix their compensation; and from time to time to pass such ordinances, to carry into effect the objects of this act, and

~~Sec.~~ 377 powers hereby granted as the good of the inhabitants may require; and to impose and appropriate fines and forfeitures for the breach of any ordinance and provide for the collection thereof: Provided, that no tax shall be laid upon the wearing apparel or necessary tools or implements of any person, used in carrying on his trade, nor shall the same be subject to distress or sale for tax.

Sec. 13. Be it further enacted, that upon the application of the holders of two thirds of the front of the lots on any street or part of a street, it shall be lawful for the mayor and aldermen to levy and collect a Special tax on the holders of the lots on said street or part of a street according to their respective fronts for the purpose of paving such street or part of a street; and upon a similar application to levy a tax in the same manner, for the purpose of lighting the streets or erecting lamps therein.

Sec. 14. Be it further enacted, That the Mayor and Aldermen shall have power to regulate, pave and improve the streets, avenues, lanes and alleys, within the limits of the City; and to extend open and widen streets, avenues, lanes and alleys; making the person or persons injured thereby adequate compensation therefor; to ascertain which the Mayor shall in all such cases cause to be summoned twelve good and lawful men, freeholders, inhabitants of said City, not directly interested, who (being first duly sworn for that purpose) shall enquire into and take into consideration as well the benefits as the inconveniences which may accrue, and estimate and assess the damages which would be sustained by reason of the opening, extension, or widening of any street, avenue, lane or alley, and shall

moreover estimate the amount which other persons will be benefitted thereby, and shall contribute towards compensating the person injured; all of which shall be returned to the Mayor under their hands and seals; and the person or persons who shall be benefited and so assessed shall pay the same, in such manner as shall be provided for by ordinance, and the residue, if any, shall be paid out of the City Treasury.

Sec. 15. Be it further enacted, That every bill which shall have been passed by the board of Aldermen shall before it becomes a law be presented to the Mayor for his approbation; if he approve, he shall sign it, if not he shall return it, with his objections to the board, and they shall reconsider the same, and if after such reconsideration, a majority of the whole number elected shall pass the bill, it shall become a law; in all such cases the yeas and nays shall be entered on the journals; if any bill shall not be returned to the board within three days after it shall have been delivered to the Mayor, as aforesaid, it shall become a law, in the same manner as if he had approved it.

Sec. 16. Be it further enacted, That the style of the laws of the said corporation shall be, "Be it ordained by the Mayor and Board of Aldermen of the City of St Louis"; and all ordinances shall within one month after they are passed, be published in some newspaper printed in said City.

Sec. 17. Be it ~~ordained~~ further enacted, That the Mayor shall

(1831 379.) nominate and by and with the advice and consent of the board of Aldermen appoint a register of the City, who shall hold his office for the term of one year, unless sooner removed; who before he enters upon the duties of his office shall take and subscribe the oath hereinafter prescribed, — and shall moreover give bond with sufficient security, to be approved of by the Mayor, conditioned for the faithful discharge of the duties of his office. And it shall be his duty to keep a register of all the official acts of the Mayor, and when necessary shall attest them; he shall perform the duties of Clerk to the board of Aldermen when in session; he shall keep a book or books wherein shall be entered all the proceedings of the board, which book shall at all proper times be open to the inspection of the inhabitants of the City; and he shall keep and preserve in his office all records, public papers and document belonging to the City, and shall perform such other duties as shall be enjoined on him by ordinance.

Sec. 18. Be it further enacted, That the Mayor and each of the Aldermen and every other officer of the Corporation shall before entering on the duties of his office, take an oath or affirmation before some Judge or Justice of the Peace to support the constitution of the United States, and of this State, and faithfully to demean himself in office.

Sec. 19. Be it further enacted, That all property real and personal heretofore belonging to the inhabitants of the town of St Louis, or the trustees thereof, in their corporate capacity shall be and is hereby declared to be vested in the corporation

and all suits commenced for and on behalf of the said trustees shall be prosecuted to judgment and execution, as if this act had not passed; and all moneys arising therefrom and all fines, penalties and forfeitures accruing to the said trustees shall be paid to the Mayor for the use of the City; and all ordinances now in force shall remain in force as the ordinances of the said City, until altered, modified or repealed by the said Mayor and board of aldermen; all actions, fines, penalties, forfeitures, which shall have accrued or may accrue to the town of St. Louis shall be vested in, and be prosecuted for, in the name of the corporation created by this act.

Sec. 20. Be it further enacted, That a general election for the officers of the corporation shall be held on the first Monday of April in each and every year, in the several wards of the City, in such manner as the Mayor and aldermen may by ordinance provide.

Sec. 21. Be it further enacted, That all free white male persons of the age of twenty one years, and who shall have paid a City tax, shall be entitled to vote at all elections for City officers; and at all such elections the vote shall be by ballot.

Sec. 22. Be it further enacted, That it shall be the duty of the Mayor to nominate and by and with the advice and consent of the board of aldermen appoint a City constable, who shall before entering on the discharge of the duties of his office, take the oath of office by this act prescribed, and enter into bond to the said Corporation, with sufficient security, to be approved of by

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the Mayor, conditioned for the faithful discharge of the duties of his office; which bond shall be deposited and recorded in the registers office. And the said Constable shall possess the same powers and perform the same duties within the said city as the Constables in the different townships possess in their respective townships; and shall moreover execute and return all process which may be issued by the Mayor or any alderman, and such other duties as shall be prescribed by ordinance, and shall be entitled to the same compensation as sheriffs and constables in like cases.

Sec. 23. Be it further enacted. That the first election for Mayor and Aldermen shall be held and conducted by the trustees of the town of St. Louis or any two of them, at the office of the register of said town, which election shall be conducted according to the existing laws of the State regulating elections; and the said trustees or any two of them shall make out and deliver to each person elected a certificate thereof; and the persons so elected shall take and subscribe the oath of office before some Judge or justice of the Peace — which being endorsed on such certificate shall be certified by such Judge or justice; and at such first election, all persons (otherwise qualified) — who have paid a corporation ~~tax~~ in the town of St. Louis shall be entitled to a vote.

Sec. 24. Be it further enacted, That the foregoing provisions of this act shall take effect as soon as they shall be accepted by the inhabitants of said ~~City~~ Town, and not before in manner following, that is to say: an election shall be

held on the first Monday of March next, by the trustees of said town, or a majority of them, at the office of the register of said town, at which all free white male persons (otherwise qualified) who have paid a corporation tax to the town of St. Louis, and who reside within the limits prescribed in the first section of this act shall be entitled to vote; and at the said election the voters shall vote by ballot, "for or against the City Charter", and if a majority of all the votes shall be given shall be for the City Charter, then the said board of trustees shall determine on what day the first election for City officers shall be held, which shall not be more than two months nor less than three weeks after the acceptance of the charter, and shall cause a notice thereof to be published in some newspaper printed in said town, for at least two weeks before the day appointed for such election; but if the charter shall not be accepted as aforesaid, the said + trustees may + from time to time, whenever they shall be petitioned to that effect by at least one hundred householders residing within the limits aforesaid cause an election to be held as aforesaid, until the charter shall be accepted giving at least two weeks previous notice of such election, by publication in some newspaper printed in said town; and when the charter shall be accepted as aforesaid, they shall proceed as herein before provided in case of the acceptance of the charter,

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and the City officers who shall be elected at the first election shall continue in office until the first Monday of April then next following, and until their successors are duly elected and qualified: Provided, That the General Assembly may, at any time, repeal, alter, amend or modify this act at pleasure.

Ordinance. An ordinance for grading and paving the streets of the City of St. Louis and for other purposes.

Sec. 1. Be it ordained by the Mayor and Board of Aldermen of the City of St. Louis, That a person of known ability, discretion and knowledge be appointed by the Board of Aldermen as a Street Commissioner within the City of St. Louis who shall be ex-officio Superintendent of the Streets, and whose tenure of office shall be one year. The said Commissioner, together with the Mayor, shall constitute a board of Street Commissioners, to do and perform all and every thing required of them by ordinances respecting the grading, paving ~~and~~ or repairing of the streets of the said City or the laying out of new streets in the same: and in case of disagreement of opinion between the said Commissioners, it shall be the duty of the President of the Board of Aldermen to act as a commissioner and to give his vote.

Sec. 2. Be it ordained, That the said board thus constituted shall as soon thereafter as may be meet at the place of holding the meetings of the board of aldermen, and when organized shall fix upon the times and places of their meetings; they shall keep a journal of their proceedings, and lay before the board of Aldermen every

three months a transcript of the same; which shall be filed with the Clerk of the board.

Sec. 3. Be it ordained, The City Surveyor shall under the direction of the Board of Street Commissioners aforesaid, proceed to graduate the ~~first or~~ Main or front Street, and such other Streets lanes and alleys of the City of St Louis, as the said board of Commissioners shall deem most expedient and urgent for the welfare of the said City.

Sec. 4. Be it ordained, That the said graduation shall be made so as to prevent the accumulation of too great a body of water in any one point in the said Streets, and to that effect, the City Surveyor shall make or inscribe on suitable stones or posts to be procured at the expense of the Corporation and to be placed so as to answer the object to be obtained by the provisions of this section, the variations in the filling up or digging of the said Streets having attention so as to raise the centre pavement of every Square as that the water may be carried off by the cross Streets at each end (if practicable) without injury to any of the lots adjacent thereto.

Sec. 5. Be it ordained, That upon the completion of the graduation the board of Commissioners aforesaid shall proceed to carry the same into execution by causing the said Streets, lanes and alleys or so much of the same as they shall deem absolutely necessary at present, in order to have the main Streets to be raised or built up to the said graduation.

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Sec. 6. Be it Ordained, that the Board of Commissioners shall immediatly proceed to pave or cause to be paved so much of the front or Main Street as comes within the following boundaries, to wit, beginning at the North East and West corners of the Cross Street leading to the Ferry buildings at the Steam-Ferry warehouse, and the South East and West corners of the Cross Street which divides the lots of R. Nash and William Clark from the lots of Madam Benoit and James Soper.— That the same shall be done in the best possible manner and at as low a rate as can be, and to that effect the Commissioners shall let out to the lowest bidder the building of the same, previous notice thereof being given by insertion in the public newspapers: That curb stones shall be firmly placed planted or bedded in sand on each side of said Street at a distance of twelve French feet from the centre or middle of said Street between which said curbs shall be laid or built a good strong Stone pavement to be upon such plan and within such period as they or a majority of them shall agree upon: Provided, That any person or persons being owner or owners of any lot or lots or part of lots on said Main Street thus directed to be paved shall be at liberty to lay or build their proportion of said pavement the same being executed in the manner and within the period above mentioned to be fixed by the said Commissioners. Sec. 7. Be it ordained, That the expense attending the paving of the said Street shall be paid by the lot holders

on said Street in proportion to the extent of their front, as soon as the work shall have been completed; provided that the paving of the intersection of the Streets and such parts of the Streets on which any of the public property lies shall be paid out of the City Treasury upon the completion of the pavement of any Square agreeably to the provisions of this Ordinance, the amount of said expenses being ascertained and a repartition being made by the board, the Collector shall immediatly proceed to collect the same as a Special Tax, from the lot holders, and for his services in collecting the same he shall receive the same per centum as is ~~allowed~~ allowed him for other collections; and in the case of no personal property of the holder of such lot or lots fronting on said Street as shall have been thus paved it shall be lawful for the Collector to sell said lot or lots, or so much of the same as in his discretion shall seem sufficient to defray the expense of paving as aforesaid.

Sec. 8. Be it ordained, That if after the expense of paving the Main Street shall have been ascertained it shall be represented to the board ~~of Aldermen~~ that the collection of the whole amount of the tax at once from any individual would be oppressive the board may order that a credit shall be allowed for such part and for such part as they may think proper.

Sec. 9. Be it ordained, That whenever the board of Street commissioners shall deem it expedient and of urgent necessity that one or more of the streets of said city of St Louis

shall be paved in part or the whole, they shall communicate the same to the board of Aldermen, whose duty it shall be after maturely enquiring into the expediency thereof, to make an order for the same, which shall be sufficient authority for the Commissioners to cause the said street or part of Street to be paved.

Sec. 10. Be it ordained, That the regulations to be made by the Board of Street Commissioners for the paving of Main or front Street shall be observed in ~~the~~ paving the other Streets, Lanes and alleys, with the exception of the width of the Centre pavement, which shall vary according to the difference in the width of the Streets, but every thing else shall be done conformably to the said regulations.

Sec. 11. Be it ordained, That whenever the paving of any Street shall be let out to the lowest bidder, conformably to the provisions of this ordinance, the board of Street Commissioners in the name of the Mayor of the City shall enter into a contract with the person or persons to whom the same shall ~~be~~ so be let out for the paving of the same; and the said person or persons so Contracting shall moreover enter into a bond to the Mayor ~~&~~ & his use of the Corporation with sufficient securities to be approved of by the Mayor, in a sum sufficient to secure the faithful performance thereof, and conditioned for the performance of the work according to the regulations and within the period fixed by the board of Street Commissioners.

Sec. 12. Be it ordained That the board of Street Commissioners shall have power whenever any steps or cellar doors in any of the Streets shall be so placed as to become an obstruction to foot passengers to order the same so to be altered or removed as to remedy the evil, and in case of neglect or refusal of the owner to alter or remove the said steps or doors, within a certain time to be specified in said order, to cause the same to be removed or altered, the expenses attending the same to be paid for and collected as provided as aforesaid.

Sec. 13. Be it ordained, That it is expedient to lay out and open a ~~Street~~ along the river side, and the said Commissioners are directed to view the ground, and to report a plan of said Street to the board, at the next meeting, together with such interferences with any individual's property as may happen in laying out said Street: and upon the plan of ~~laying out~~ said Street being approved by the board, the Commissioners aforesaid shall cause the same to be laid out.

Sec. 14. Be it ordained, That the Commissioner or Street-Superintendent aforesaid, shall before entering on the duties of his office take an oath or affirmation (as the case may be) well, truly and faithfully and without favor or affection, to discharge the duties of his office; he shall moreover give bond with security to be approved of by the Mayor to be taken in the name of the Mayor for the use of the Corporation in a sum of five hundred dollars, conditioned for the faithful performance of his duties as Superintendant: he shall receive as a full Compensation for

(A8)
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his services at the rate of thirty dollars per month for the time he shall be actually employed in the duties of his office.

Sec. 15. Be it ordained, That this ordinance shall take effect and be in force from and after the passage thereof; and that all proceedings to be done under the same shall be commenced as soon as possible.

Passed by the board of aldermen, 12th August 1823.

Archibald Gamble Pres.t

Approved 13th August 1823. Will. Carr Lane Mayor.

Receipts & Statements from J.C. Brown's books—

= also the following receipts & statements taken from the books of Joseph C. Brown late Sheriff of St Louis County, the hand writing of the several persons whose names are subscribed x

page 161. Rec.d of Brown ff 50. for commission in the case of W. P. Hunt vs Rufus Easton, in which same sum was paid to Wm Harper 21st June 1824. —

Will. C. Carr.

No 66 Thomas Fletcher vs Rufus Easton } Exn in Circ.t Court to Dec.r Term 1820.

Rec.d of Jos. C. Brown Shff the 24th May 1821 in this case thirty eight dollars 25 cents C.S. Hempstead.

50 Wm H. Pococke vs Rufus Easton } Exn in Circ.t Court to Dec.r Term 1820

Rec.d of Jos. C. Brown Shff the 24th May 1821 in this case fifteen dollars 88 cents R. S. Hempstead Att.y

On the executions in favor of Wilson P. Hunt against Rufus Easton on which certain commission was retained as stated on page 115 (see below) I have this day 21st May 1821 rec.d of the said Commission from the Sheriff one hundred forty seven dollars 70 cents Wilson P. Hunt.

The foregoing receipts are copied backward beginning at the end of the book; the next 3 recpts are on page 115 and copied in the order in which they stand; and the Shff's explanatory statement of settlement is immediately following on page 116.

x to said receipts & memoranda being admitted, also the hand writing of the statement of the settlement with said Wilson P. Hunt being admitted to be the hand of said Joseph C. Brown.

No. 1 Wilson P. Hunt vs Rufus Easton } Exn in Circuit Court to April Term 1821.
See page 104

Recd this 9th May 1821 of Jos. C. Brown Shff on this exn the sum of three thousand eight hundred and fifty three dollars & eight cents which sum includes as a part 120$ re=ceipted for on page 104 of this book which together is the sum due on this execution after deducting attorney's commission amounting to two hundred & eight dollars & five cents.

3853.08
208.05
4061.13

Attys Commn $208 5/100

Wilson P. Hunt.

I have this 21st May 1821 Recd of Jos. C. Brown Sheriff of the above commission retained by him fifty dollars.

Wm Harper was paid this $50.—

No. 2. Wilson P. Hunt vs Rufus Easton } Exn in Circuit Court to April Term 1821.

Recd this 9th May 1821 of Jos. C. Brown Sheriff on this execu=tion six hundred and forty eight dollars & four cents as so much made by him after deducting & retaining in his hands thirty nine dollars 65 cents attorneys commission.

648.04
39.65
$687.69

Wilson P. Hunt.

No. 42. Patrick M. Dillon vs Rufus Easton } Exn to April Term of Circt Court 1821 & assigned to R. Quarles by Dillon & by R Quarles to Wilson P. Hunt.

May 9th 1821. Recd of Jos. C. Brown Shff the sum of four hundred eighty dollars eighty three cents leaving in his hand thirty dollars as attorney's Comn: altered before signed.—

See exn ~~xx~~ book for explanation more at large & see the assignment on page 98.

paid over $480.83
Attys Com — 30.
510.83

Wilson P. Hunt.

~~149.~~ 391. The three foregoing executions were settled with Wilson P. Hunt and paid as follows. Property by him purchased at Shff's Sale this April Term namely — Ware house — 101
Stone house — 255
Ferry farm — 1450
assumpsit to Simpson for brick house ~~300~~ 300.
2106

Proceeds of personal property sold in Jany 1821. — 901.75
Costs on exn. 42 assigned Hunt which execution was discounted on the Ferry farm bought — 67.96
On account of Walgamot released from jail per self & Gamble — 20.00
Yr deeds to be made — 10.00
Baln. of Comn. unpaid on that part settled between Hunt & Easton — 2.58
Cash already paid Hunt — 1690.50
Bal. pd. by check dated 9th May 1821 (183.16) subsequent to others of same date — 183.16
4981.95

Making in all $4981.95 pd. Hunt besides attorneys Commn. retained.

page 111 P. H. Dillon vs Rufus Easton } Exn. in Circt. Court to April Term 1821.
42.

In this case recd. this the 25th Apl. 1821 the sum of thirty six dollars as fees in this case of Jos. C. Brown Shff $36., Comn. & tax fee — Ch. S. Hempstead. —

page 104 Wilson P. Hunt vs Rufus Easton } Exn. in the Circt. Court
1. See page 115

Recd. this 26th March 1821 the sum of one hundred and twenty dollars on this sd. exn. Wilson P. Hunt.

page 80. Wilson P. Hunt vs Rufus Easton } Exn. in Circt. Court to Augt. Term 1820.
68.

Recd. of Jos. C. Brown Shff the sum of two thousand six hundred & forty one dollars & seven cents in the above case on this the 19th Septembr. 1820 as follows to wit. — By Theodore Hunt 1000
Cash — 210
Check on Missouri Bank 1356.
tax for 1825 — 74.95¼
2641.07

Wilson P. Hunt.

392. No. 66. Thos. Fletcher vs Easton retble Dec. Term 1820. Amt. pidgt. 409.00. "Satisfied the costs amounting to 17.12 hereon taxed and the sum of twenty nine dollars 25 cents of debt &c by sale of real estate see copy of advertisements & lists of sales returned in execution No. 1. to April Term of Circuit Court 1821, the above sum being the amount payable hereon out of $523.48 cents, which pro rata I have applied to the payment of this exn. and exns. No. 33 & 50 returnable to December Term last of Circuit Court & on execution No. 2 returnable to present Apl Term of sd. Court 8th. May 1821. no other property of defendant found in my County. Jos. C. Brown Shff.

No. 33 Amt. pidgt. 1778.03 — } Hunter vs Easton retble Dec. Term 1820.

agreeably to advertisements, of which see a copy returned with list of sales with execution No. 1. to April Term of the Circuit Court 1821, which are referred to as part of this return I have made to be applied hereon pro rata the costs hereon amounting to twenty three 22 cents & one hundred & thirty two dollars of damages: no other property found. Jos. C. Brown Shff.

No. 50 Amt. pidgt. 104.93 } Pococke vs Easton retble Dec. 1820.

"Agreeably to advertisement of which a copy is returned with a list of sales in execution No. 1. to April Term of the Circuit Court in 1821, I have made to be applied pro rata hereon the costs amounting to fourteen fourteen dollars 45 cents & of damages six dollars eighty eight cents. No other property of the defendant found in St. Louis County. Jos. C. Brown Shff.

N.B. The advtsmt on preceeding exns set up Dillon lot & ware house lot & all Easton's property on square where he resided & his barn lot west of that.

On back of that advstmt is following.

393.

Bill of sale of lots of real estate at Dec. Term

George L. Sibley	lots 1 & 2	$ 185.
Isaac N. Picket	10, 11 & 12	142.
Robt Simpson	3, 4, 5, 6 & 9	285.
Jno Mullanphy for Dillon house		1520

One other lot was set up by the Sheriff to be sold to raise what was deemed a small balance on the exs within named it was by request of the defendant to see if any thing like value could be had, & as the price bid was not so deemed it was by the Shff considered at that time as no sale: it was bid to $ 1500 by R. Simpson but not paid for. Js C Brown Shff

No. 1 Wilson P. Hunt vs Easton — Wetble April Term 1821. Endorsed, Rec'd 20th Dec. 1820. J W Walker Shff.

"Judgmt April 20th 1820 — damages $ 6448.80

made fifty on former ex.	2641.07
	3807.73
Ak for this ex.	2.10
	3809.83
Interest	253.40
Comm.	90.26
Service & Tax	1.10
	4154.59

"Satisfied by the sale of the real estate sold at different times agreeably the three annexed advertisements. Js. C. Brown."

No. 2 Wilson P. Hunt vs R. Easton — May 1821 Wetble April Term 1821. (Endorsed) Rec'd 20th Dec. 1820 Jno. K. Walker Shff.

Judgmt Aug 9 1820 — damages $ 3626.33

Ak's fees	3.05
att. Carr & H	6.00
Do Arnt	2.00
Tax on Ex.	1.00
Shff's fees	0.85
	3639.23
Comm.	23.35
Service & trav.	1.10 "

"Int $ 157.13"

"I have made by the sale of personal property and applied pro rata hereon the sum of four hundred & thirty dollars also I have made by sale of real estate the sum of two —

394. hundred eighty seven dollars fifty cents of which thirty seven dollars & thirty five cents are for costs & in all six hundred & eighty seven dollars & 69 cents of damages &c, see copy of advertisements & list of sales returned with exn No. 1. to Apl. Term of Circuit Court 1821 & see return on exn 66 to last Decr Term of said Court May 8th 1821 see additional return no other property found Jos C Brown Shff"

"In addition to the foregoing return there is settled by order of the plaintiff the additional sum of twenty six dollars & thirty cents Sheriffs Commn & the sum of twenty six hundred & nine dollars & sixty four cents of the damages. Making in all of damages two thousand & nine hundred ninety seven dollars 33 cents & all costs accruing hereon hitherto.

$ 2997 $\frac{33}{100}$ 9th May 1821. Jos. C. Brown Shff

No. 42. P. M. Dillon vs Rufus Easton } Tettle Apl Term 1821.

(endorsed) "Recd 1st March 1821. Jno K Walker DSff

Judgt Apl. 20. 1820 X damages —— $ 1036.50

+ Clks fees —— 2.65

attys —— 6.00

Do Unit —— 2.00

Tax on exn —— 1.00

Shffs fees —— 85

1049.00

"I have made hereon by the sale of real estate agreeable to advertisement of which a copy is returned in exn No. 1. to the April Term of the Circuit Court 1821 together with a list of sales the sum of five hundred & forty three dollars & forty three cents, the balance of said execution as advised by the plaintiff has been settled by the parties. 8th May 1821.

Jos. C. Brown Shff.

N.B. The advertisement under the three preceeding exns for sale on 5th April 1821, dated March 9th, contains only the Dillon house & the ware house east of it, the property

~~171.~~ 395 where Easton lived and the lots back divided in same way into lots as under former sale & advstmt, 400 arpents lying on Missouri in St. Ferdinand, originally granted to Sarah ~~[illegible]~~ James & sometimes called the James Ferry tract, endorsed on it is viz, "Wilson P. Hunt for R. Quarles to whom a deed was made purchased the tract of 400 arpents of land on the Missouri within mentioned at $1450, fourteen hundred and fifty — J.C. Brown Shff.

The second advstmt under 3 last mentioned exns put up Apl 7 1821 under which sale took place 30th Apl contained same plat of lots as preceeding & same property except the 400 arpens.

Endorsed on same.

"On 30th April 1821 sales as follows —

		$
George C. Sibley lots No. 1 & 2.		10
F Dent	4, 5 & 6	120
B. Pratte	7 & 8	83
A Beck	9	26.75
J. N. Pickett	10, 11 & 12	72.—
R. Simpson	3	17.50
Same Dillon House		300.00
Wilson P. Hunt dwelling house		255.00
Same Stone ware house		101.00
		$ 985.25

J.C.B. Shff.

The order to pay over the money collected on first named exns ~~ecutions~~ above to Hunt is entered under date May 7th 1821. —

It is agreed by the counsel on both sides that the foregoing is a true statement of the testimony given at the hearing of said cause and that upon the facts so as aforesaid set forth the Court decided that the prayer of the bill as to the Complainant Simpson ought to be

granted, and thereupon pronounced the interlocutory decree in favor of said Simpson against said Mullanphy, to which opinion of the Court the said Mullanphy excepted, and prays the Court to sign and seal this his bill of exceptions which is done accordingly.

Will. C. Carr Seal

2d Bill of exceptions.

And the said Court upon the pleadings in this cause and ~~upon~~ the exhibits and proofs in the aforesaid bill of exceptions mentioned and set forth, being all the evidence in the cause decided that ~~neither~~ said Complainants Hunt and Rupell were not entitled to any relief in this Court and that the said bill as to them ought to be dismissed, to which opinion of the Court the said Complainants except and pray the Court to sign and seal this their bill of exceptions, which is done accordingly

Will. C. Carr Seal

And afterwards the Commissioner Joseph C. Brown having made his ~~report~~ return the Court on agument decided that the account No 2 should be taken as the basis of the final decree, to which decision of the Court the defendant Mullanphy excepted: which report & accompanying Statements are as follows

Commissioners Report.

Robert Simpson & others }
vs }
John Mullanphy & others } By virtue of the annexed order of the Circuit Court for the County of St Louis, sitting as a Court of Chancery, made at the November Term thereof in the year 1828, I did on the 14th day of January 1830 cause the annexed

(~~5~~) 397. notice to be served on the said parties to the said suit, that they should attend on the 18th day of January 1830 at my office in the Market house in the City of St. Louis, with such evidence as they might deem necessary, touching the account mentioned in the said order of Court, then and there to be taken; and on the said 18th day of January in obedience to the said notice, the said parties by their solicitors did attend, and at the instance and request of John Mullanphy the defendant, the time of taking the account was adjourned to the 25th day of January 1830, and the place of taking it to be at the Court House in the said City of St. Louis, and at the last mentioned time and place the said parties by their solicitors attended, and William Clark, Peter Chouteau Jr., George Collier, John Finney and Robert Simpson were examined, on that and the succeeding days employed in that business, as witnesses and their depositions taken on the part of said John Mullanphy, and George Morton, David B. Hill, David Lawrence and Peter Ferguson were examined on the part of the said plaintiffs and their depositions taken, all of which depositions are herewith returned as part of this report, and on the 28th day of the said month of January 1830, after the taking of the said depositions, the said parties being present, I adjourned the further proceedings in the said case until the next day, the 29th of January 1830, at my office in the market house of the said City, and their being no further testimony offered in the said case, the respective parties directed the account to be taken as follows, namely, John Mullanphy directs the account to be taken with respect to the relative value of the premises in the year 1818, at the date of the mortgage, and the

plaintiffs direct the account to be taken with reference to the time of the sale of the Dillon House to Simpson in 1821, including in such valuation the improvements then upon the premises. I have taken the account in accordance with the views of both parties, that which refers to the time of the mortgage, and which is in accordance with the views of the defendant, John Mullanphy, is account No. 1, and that which refers to the time of Simpson's purchase in 1821, and which is in accordance with the views of the plaintiffs is the account No. 2.

The said defendant Mullanphy claims to have the Dillon lot charged with its rateable proportion of the costs of certain suits relative to the title of the Hanly square, but being of opinion that no part of such costs are properly chargeable to the Dillon lot, I have not in this account allowed such charge but have taken a separate account of the proportion that should be so charged, if the Court think the charge a proper one, said account is marked (C) and makes part of this report.

The plaintiff Simpson offers no objection against the items for repairs as stated in an account thereof marked (a) and which also makes part of this report, he considers such repairs made on and about the Dillon House useful, and therefore does not enforce his right to object to such items, nor does he object to the item for paving and taxes claimed by said defendant Mullanphy, believing that with the interest on the several taxes the amount might be nearly the sum claimed, altho' there are not vouchers to sustain said claim, with the exception of those above mentioned, items for repairs and taxes, the said accounts rest entirely on the written testimony

(~~393~~) 399.

in the case, and not upon any agreement between the parties nor upon any private opinion of my own, I have determined upon the relative valuation of the said lots as the basis of the account № 1 as follows, to wit, Clark and Chouteau agree that the relative value in 1818 of said lots is as 4 to 1. Morton and Hill agree that the relative value of said lots at the same time in 1818, is as 1750 to 1050 or as 5 to 3, the mean proportion between ~~those said~~ valuations is as 17 to 6, which is the proportion in the said account № 1.

On the said account № 2. I have found much more difficulty in determining the relative value of the said lots from all the evidence before me. The relative valuation of the said premises with ~~all~~ the improvements thereon in 1821, at the time of Simpson's purchase, which is made by the said witnesses Clark and Chouteau, I do not deem reasonable or just to compound for a mean valuation, as is done in relation to the ~~va~~ value of said lots in 1818. For the following reasons, by Clark and Chouteau the Dillon house is valued with regard to its costs, and not to its actual selling value, whilst the ware house is valued without regard to its cost and only as a pile of stone. If both the said lots had been by the said witnesses valued in the same way, whether that way had been with reference to the costs of each, or whether it had been the actual selling value, the relative value would have been nearly the same, but for one lot to be valued at cost, and the other to be valued at the market price, in those days of depreciation

establishes no relative valuation - The ware house is valued as a pile of stone, the market value, and the other is not so valued as will appear from the whole testimony. The ground value by said witnesses of the Dillon lot has ~~[illegible]~~ increased nearly one hundred per cent from 1821 to 1830, and taking the whole premises together has increased nearly or quite 200 per cent, how is it possible then that the same lot & same house, instead of advancing together have actually depreciated 800 dollars, when the whole town besides has advanced one or two hundred per cent, as is proven by a part of Morton's testimony under said Mullanphy's interrogatories to that point. The witnesses say in so many words they had reference to the cost of the Dillon house, and taking the whole testimony together it appears to me that such reference must have been the entire foundation, and that the market value was not considered at all - Again looking into the testimony of the defendant Mullanphy, himself, in his answer as to the value of the whole Hanly Square, of which the said Dillon lot is a small fraction, and he says that the whole Square was not worth in 1824, at the time of his purchase of it from Erré. So much as ~~said~~ Clark and Chouteau's valuation of said Dillon lot alone -

I shall consider ~~said~~ the Clark ~~&~~ ~~Chouteau's~~ valuation of the said Dillon House by Clark & Chouteau as the cost of the said house nearly - and I shall combine therewith the same ratio of the costs expended on the ware house in order that a ratio of valuation may be proved out from what said Clark &

Chouteau have stated in their deposition, and I think it very clearly appears, that there had been fully half as much expended on the ware house as had been on the Dillon house - and that it was then worth half as much, that it is now worth as much as the Dillon house, and that the expenditure by Mr. Mullanphy to complete the same has been just about three fifths of what Col. Easton had spent upon the said ware house, premises to Simpson's purchase of the Dillon house, and it is proven by a part of Morton's deposition that Mr. Mullanphy got his work done for about 3/5 of what Col. Easton would have paid had he finished it, and also in a former deposition of said Morton it will be seen that the cost of the ware house had been about 5000 dollars - taking it however at half of Clark and Chouteau's valuation of the Dillon house, and adding this amount to the ground value made by them and their relative value is helped out so as to be of use - Taking their valuation thus helped out, and combining it with Morton and Hills, made with reference to the same time and with the same improvements, and the mean proportion resulting therefrom, is the relative value of the said lots upon which I have based the account No 2 and such is the relative value which upon the whole evidence before me, I deem the most just that I can make of the said premises with the improvements thereon in the year 1821, at the time of Simpson's purchased of the Dillon lot.

If the Court consider that the account should be taken with reference to the value of the premises at the date of the mortgage in 1818, then the account No. 1 is the account which I report as just - On the contrary should the Court consider that the account should be taken with reference to the value of the said lots in 1821, at the time of Simpson's purchase, and having reference to the improvements then on the same, in that case I report the account No. 2 as the account taken in this case. Which said accounts No. 1 and No. 2 make part and parcel of this report, whereby it appears that the said Simpson was on the 8th day of February last indebted to the said defendant Mullanphy for his proportion of the mortgage money in the said mortgage mentioned, that is to say upon the account No. 1, eighteen hundred and four dollars and forty eight and a half cents or upon the account No. 2 as aforesaid, one thousand seventy eight dollars and twenty six and half cents - And that the said mortgaged premises still continue under a rent of to said Anson Collins - All of which is most respectfully submitted to the said honorable Court.

April 10th 1830. Jos. C. Brown Comm.

(Notice) Robert Simpson, Wilson P. Hunt and William Russell vs. John Mullanphy

In the St. Louis Circuit Court
In Chancery

To the above named parties plaintiffs and defendant - Take notice that in obedience to an order of the Circuit Court of St. Louis County referring the above cause to me as a Commissioner

(~~145~~) 403 to take an account between the parties of certain matters in the said order specified I shall proceed on Monday the 18th day of January instant to take said account at my office in the Market house in the City of St. Louis when and where you will attend with such evidence as you may deem necessary. You will attend at that place at the hour of 10 o'clock of the forenoon of the said day. January 14th 1830. Jos. C. Brown —

(endorsement) Served on John Mullanphy on Thursday the 14th of January 1830 in the City and County of St. Louis by reading the within notice to him & his acknowledging the service thereof and on Robert Simpson on Friday the 15th January 1830 in the County of St. Louis by his acknowledging the service thereof he declaring that he was acquainted with the contents and refusing to hear it read to him. John Bobb Coroner of the County St. Louis

(Commissioner's oath)

State of Missouri
County of St. Louis } ss: Be it remembered that on this 18th day of March in the year of our Lord eighteen hundred and twenty nine personally appeared Joseph C Brown who being duly sworn on his oath saith that he will faithfully and impartially and according to the best of his skill and ability discharge the duties of Commissioner in the case of Simpson, Hunt and Russell against John Mullanphy and others

Peter Ferguson Justice of the Peace County St. Louis

Depositions accompanying Com.rs report.

Depositions of witnesses produced, sworn and examined on the 25th day of January 1830 between the hours of ten o'clock in the forenoon and ~~&~~ o'clock of the afternoon of that day at the Court House in the City and County of St. Louis before me Joseph C. Brown a commissioner appointed by the Circuit Court for the said County sitting as a Court of Chancery under

an order of said Court directing me as said Commissioner to take an account of certain matters in controversy in said Court between Robert Simpson, Wilson P. Hunt and William Rupell plaintiffs and John Mullanphy and others defendants both parties being present by their respective solicitors.

William Clark of lawful age being produced sworn and examined on the part of the defendant deposeth and saith - that he knows the Hanly Square so called and does know the strip of thirty five feet wide on the South side of the said Square, upon which the Dillon house is situate, on first Street, and the Stone house commenced to be built by Col. Easton on Front Street, and that the relative value of the several parts of the said strip of land thirty five feet wide and extending from First Street to Front Street he considers to be as follows to wit in 1818 at the date of the mortgage from Dillon to Hanly he considers the whole mortgaged premises to be then worth $2000 dollars that the parts to wit 75 feet deep fronting on first Street he thinks was worth $1000 and the remaining part which he understands to be 82 feet deep fronting on front Street + he considers was worth 400 that in the year 1821 at the time when Robert Simpson purchased the property which it is understood by said deponent that he did of said lot, said deponent thinks the mortgaged premises were then worth without the improvements thereon the same as follows to wit the 75 feet fronting on first Street 1600 dollars the 182 feet fronting on Front Street one third as much as the other that is 533⅓

~~276~~
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dollars, making for the whole 2133⅓ dollars – And that at the same time in 1821 he considers that the said lots with the improvements then on them were worth at that time as follows to wit the 75 feet front on Main Street having the Dillon house on it he thinks was worth $8800 and the other lot of 182 feet fronting on front Street with the Stone house on it as it then stood was worth 1600 dollars making together for the whole $10400 dollars – and that at this present time he considers that the said lots are worth as follows – the lot of 75 feet on front Street without improvements he thinks worth 3000 dollars the other lot of 182 feet fronting on front Street he thinks worth 4000 both valued as without improvements and that valued with the improvement now on them the lot on front Street of 75 feet he thinks worth 8000 dollars and the other lot of 182 feet on front Street with the improvements he values at 9000 dollars and the present value of such improvements as were on the last named lot in 1821 at the time of Simpsons purchase – he considers worth not exceeding 1000 dollars – In making the above Statements of valuation said deponent States that it is a mere guess that as to the Dillon house he does not know that he ever was in it – The said deponent has resided all of the time since the year 1818 on the third Square below the said lots and on the same fust Street – Deponent States that in the year 1816 or 1817 he purchased the lot on which he lives – That he then considered the property on the river as of but

406 little value
and that after the year 1818 he built a Stable on that part of
his lot as being suitable for such purposes and that he sold
a lot fronting on the river since that time to James Kennedy
at a low rate compared with the front on first Street - Ques=
tion by plaintiffs Solicitor - Where is the lot mentioned as sold
to James Kennedy situate - Answer. it is in the third block
above the Market house east of first Street and bounded
by first Street & the river being about Double the front
on the river that it is on the first Street - the price
sold for not recollected by deponent - Question by said Sol=
icitor. Do You know the length and width of the Store house
mentioned as being on the said lot of 182 feet deep fronting
on front Street of which the value is given above - An=
swer. No I never have measured it - Question by same. Do
You know the height of wall of said house as it stood
when valued. Answer - I do not Know - and as to the
thickness of the wall I do not Know I never was in the house.
I do not know that there were any chimneys. I valued the
house as a pile of stone - it appeared to be a building
begun and stopped - & as to timbers he does not know
it is a matter of guess as to the valuation - Question by
said Solicitor. Do you know whether there were not im=
provements going on upon the river on the said Hanly
Square and above - Answer - I am under the impression
that there were - Hanlys house was built perhaps

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others. Question by same. Is the estimates made by you as above stated the result of our own deliberations and information or is it formed by a comparison and agreement with others and if so was your own estimates higher or lower than those given. Answer. the estimates were made after a conference with Peter Chouteau Jr and Andrew Sandreuille the being called upon by Mr. Brown the Commissioner for such valuation. We compared the prices with other property & came to an agreement among ourselves as to the estimates given above, I do not know as to whether my own was more or less dont think there was not much difference - The Cost of building the Dillon House was taken into the estimate made of its valuation - Question by defendant, Mullanphy, State whether said Sandreuille and Chouteau live in St Louis & where in said town & whether they are judges of property situate where said Dillon House is? Answer Mr Chouteau lives and has lived all the time on the block next above me and Mr Sandreuille on the same block with me Mr Chouteau I consider a good judge of the value of property and both better judges than I am. Both Chouteau and Sandreuille live on the East side of Main Street where they own property - and further this deponent saith not.

Wm Clark

Sworn to and subscribed before me on the day and year aforesaid & at the place aforesaid. Jos. C Brown Commissioner.

Pierre Chouteau Junior being also duly sworn on his oath saith, that he has read the preceding deposition of Genl Wm Clark, that he is & has been a long time acquainted

with the said premises on which Dillon house stands, running back to the river, that he agrees with the estimates of said Clark in said deposition as to the value & relative value of said lots, & of the improvements thereon: that said estimates were agreed upon as correct by this deponent and said Clark & Landreville, when called on by said Brown Commissioner; and this deponent still considers them correct. And he considers said deposition correct throughout, to the point in the same where the plaintiff's solicitor commences to put questions. Question by plaintiff's solicitor. Do you know the length, the width and generally the dimensions of the said stone house valued above on the lot of 182 feet deep. No I do not know but suppose 30 by 50 feet I do not know the hight of the walls nor the thickness nor the timbers that were in the house - nor the number of chimneys in it. Witness says that there were improvements in the vicinity and on the same square made in that quarter of the town before the Dillon house was built - Hanly's house was built before Dillon's. After Hanly Dillon built & after him, Col. Easton: About the same time Bright built ware house where Shackford now lives: & above that was ware house of McKnight & Brady. Witness does not know when the latter was built, but inclined to think it was after Dillon House. Dont know dimensions of Dillon house as to length, breadth & height. In the estimate made of the Dillon house as above, deponent had reference to the cost of the same; he enquired of several workmen & found that building cost more in 1821 than in 1829. Dont recollect current price of stone work: but it was higher in 1821 than in 1829. My estimates of cost of building in 1821 is based upon

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my own opinion and upon information obtained from others. There was very little business up at about Hanly's Square at that time. It was just beginning - there was none there before Hanly went there. There were same facilities ~~for~~ of getting along with drays as now. Considers there was very little difficulty of getting with drays to Mississippi: the bluff rock prevented from getting down to the river three or four Squares. In answer to defendants' question witness says that he lives and has lived since 1815 on the second Square below said Dillon Square, & on the East side of Main Street and that he has been in the habit of seeing the lots in question almost daily and further said deponent saith not.

P. Chouteau Jr.

Sworn to and subscribed before me at the time and place first above mentioned. Jos. C. Brown Commissioner.

George Morton of lawful age being produced sworn and examined on the part of the plaintiffs deposeth and saith, That he is acquainted with what is called the Hanly Square being block No 15 in the City of St Louis and that he knows the lot of thirty five feet in width being the South part of the Square which was mortgaged by Patrick M. Dillon to Thomas Hanly and extending from first Street to front Street and that if the said mortgaged premises be divided into two lots say lot No 1. to front on first Street 35 feet and bounded by the cross Street to the depth of 75 feet, and the balance being lot No 2 bounded by the said cross Street from the East end of the above lot No 1

to front Street being 182 feet in depth, and fronting on said front Street 35 feet he would make the following valuation of the said lots. to wit in 1818 at the date of the mort= gage above mentioned, he thinks lot No 1 as above described was worth 1750 dollars and the lot No 2 worth one thousand and fifty dollars the lot No 1 being considered worth 50 dollars a foot front and the lot No 2 being considered worth 30 dollars a foot front. In 1821 at the time of said Simpsons purchase of the said premises the said lot No 1 I think was worth without the improvements on it 30 dollars a foot front or 1050 dollars in the whole, the lot No 2 as above described I think was worth at the same time in 1821 without improve= ments about the same that it was in 1818 being estimated at about 30 dollars a foot front on front Street or 1050 dollars in the whole. With the improvements that were on the said lots in 1821 at the time aforesaid the value of the lots I Con= sider to be or to have then been for lot No 1 aforesaid from 4000 dollars to 4500, that is to say for the ground 1050, the Dellon house 3000 or 3500 dollars I consider the lot No 2 as improved at that then worth 4050 that is to say the ground worth 1050 dollars and the stone building as it then stood then worth 3000 dollars, this valuation of the stone build= ing is considered with reference regard to the work as in progress, so far as it then was, for had nothing else been done to complete the work it would have been worth noth= ing as a building being in a perishable state, and would soon have been rendered useless, there had been an arrange=

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ment made by said deponent with Col. Easton previous to the Sale of said lot to Hunt for the completion of the said building from its then State, but said deponent hearing that there existed some embarrassment as to the title to the property, he declined going on with the work. Said deponent called on Col. Easton about that time and informed him that he declined going on with the said work for the reasons above given and which said Easton did not insist on. I Consider the present value of the said lots without improvements as follows. Lot No 1. worth at this time if unimproved 70 dollars a foot front or in the whole worth 2450 dollars. Lot No 2 if unimproved I consider now worth 130 dollars a foot or 4550 dollars, and the same lots valued at the present time with regard to so much of the present improvements as were on the respective lots in 1821 at the time of Simpson's purchase. I value as follows. Lot No 1. with the improvements thereon in 1821 at the time aforesaid was worth that is to say for the improvements alone a Sum of 500 dollars of less value than said improvements then were worth. That is to say at 2500 dollars or 3000 dollars to which is to be added the present value of the ground being as above stated 2450. and lot No 2 with so much of the present improvements as were on it in 1821 at the time of Simpson's purchase, I consider worth that is to say the stone work then done with the other work done at that time 2500 to which add the worth

of the ground as above stated that is 4550 dollars - Said deponent further saith that the said Stone house on lot No. 2 is 35 feet wide by 64 feet long and three stories above the foundation as it stood in 1821 - The last story was not in 1821 completed by 2 or 2½ feet high - deponent thinks are 4 Stack of chimneys which were to the same hight to the wall which are to be measured as a solid column until the projection on the inside of the wall with an additional charge of one half termed by Masons half girt. Witness believes that the Contract for building said Stone house was four dollars and fifty cents per perch every thing being found by the Mason, the Carpenters work which witness did on said house was at the usual price for such work in cash - Witness does not know what was the current price for stone Masons work and materials at that time. In 1821 besides the Dillon house and the said Stone house or building there were houses on said Square, put up by Hanly and witness thinks the house where Shackford now keeps a Store was built at that time but is not certain, and the ware house of M^c^Knight & Brady above on the second Square from Hanly's was then built and another Stone house was also at that time built by Thomas M^c^Knight as witness understood. Question by Defendant, When did you come to this Country. Answer in 1818 on 8th September Witness does not recollect that any sales of property were made in 1818 about any part of the City. Witness is acquainted with William Clark and Peire Chouteau Jr. they live nearer each other on Main Street and Chouteau lives on the second

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square
below the Dillon square and said Clark lives on the next
square to said Chouteau and witness understands that said
Chouteau and Clark have long resided in St Louis before he came
to the place. and considers them men of good judgment and good
standing. Witness states that he has above already stated that the
Dillon Lot in 1818 was worth 30 dollars a foot front on first
street - and has also stated that it had fallen to be worth only
30 dollars a foot front in 1821 - The decline of business from 1818
to 1821 witness thinks was the reason of the decreased value -
and witness thinks the whole town was not less depreciated in
value. Witness says that he has above stated that the ground
of Lot No 2 above mentioned was in 1818 worth 30 dollars a foot
front on the front street or river -, and that in 1821 the
same lot was worth 30 dollars a foot front upon the said
front street or the river - Witness thinks that said Lot No 2
did not suffer any depreciation in value because of the
location of the Ferry in its vicinity and the bar forming
below. Witness has above stated that said Lot No 2 has -
increased in value from 1821 to 1829 from 30 dollars a foot
front to 130 dollars a foot front. Witness says he knows
the ground in the next square above the Hanly square -
Sold by David B. Hill to Captain Brant and by said -
Brant to John Mullanphy said to contain 140 french feet
front and extending that width all the way from first
to front street. Witness understood said Mullanphy
paid said Brant for said lot 5300 dollars in the last

two years- Witness knew a Mr Robb who formerly lived in the Dillon house and has heard said Robb say- that he paid as witness thinks not less than three hundred dollars- Witness has stated above that Col. Easton paid four dollars and fifty cents per perch for the stone work on said stone house on lot No 2. Witness thinks the principal part of said payment for said stone work was in lands. Question by plaintiffs solicitor. Why do you make such an increased valuation of said lot No 2 as from 30 dollars a foot front in 1821 to 130 dollars a foot front in 1829. Answer. It is the increase of business done on the river there and a little below being the best landing for steam boats and mill in the opinion of the witness for proper buildings upon it, rent for so much as that the rents now at the present valuation will pay a better interest on the money laid out than at that time at that valuation- Witness thinks the lot aforesaid purchased by said Mullanphy from said Brant may be rendered perhaps of equal value with the lot in question- but does not think that purchase by any means the current value of said property- Heretofore the street above said Square has not been such as to be accessable with carts to the river- Witness says the Dillon house is 35 feet wide by 38 feet long and two stories above the cellar- the garret of said house is subdivided into convenient rooms and is lathed and plastered Witness omitted to state what he now states that since 1821 said lot No 2 is increased in value by the improvements of the streets in that part of the City. Witness thinks the cross street on the South side of the Hanly Square has been-

(~~181~~) 415. paved about 18 months & before the graduation & paving of said street it was not passable - Witness knows Oak street which lies between the Hanly square and the square on the North side of which lies the lot purchased by said Mullanphy from said Brant - Oak street has been paved since the winter of 1823 & 1824, formerly said street has been as much used as any street in the City, now is not so much used as the street South of the Hanly square - The water is deep and the bank good all the way up - Question by defendant Why do you make a difference of five to one on the Dillon property and the lot aforesaid purchased by said Mullanphy from said Brant - Answer - I have not in any part of my testimony stated my opinion of the value of the lot purchased from Brant. Witness would consider the said lot worth 150 a foot front for the Northern part of said lot and 100 dollars a foot for the Southern part of said lot - Witness says that he is a carpenter by profession and has been ever since he came to St. Louis - And further this deponent saith not. Geo: Morton -

The foregoing deposition of George Morton except as to the last sentence thereof sworn to on the said 25 day of January 1830 at the place first aforesaid - and on the next day the 26th Jany, both parties present as before, the last sentence thereof was added & the deposition subscribed to before me. Jos: C. Brown
Commissioner.

On the 28th day of January 1830 at the same place above mentioned of taking the depositions foregoing both of the parties plaintiffs and defendants being present by their Solicitors David B. Hill of lawful age being produced sworn and examined on the part of the plaintiffs deposeth and saith that he is acquainted with the Hanly Square and with that part of said Square mortgaged by Patrick M. Dillon to Thomas Hanly upon which a brick house called the Dillon house is built on first Street and a stone house commenced to be built by Col. Easton on what is now front Street - But deponent Can form no just estimate of the value of the said mortgaged premises in the year 1818 at the time of said mortgage said deponent considers the following the most just estimate that he can make of the said premises and of the parts of the same at the times below stated. Considering the said premises as divided into two lots the lot with the Dillon house fronting 35 feet on first street by 75 feet deep as lot No. 1, and the balance 182 feet deep fronting 35 feet on front street with a stone house on it as lot No 2 - in the year 1818 the lot No 1 without any improvements ~~on it~~ was worth 1750 dollars at the same time lot No 2 was worth 1050 dollars in 1821 at the time of Simpson's purchase lot No 1 was worth without improvements on it 1400 dollars and with the improvements was worth 4900 dollars the improvements being considered worth 3500 dollars at same time lot No 2 was worth without improvements 1050 dollars and with the improvement then on it worth 4550 dollars the

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improvements being estimated at 3500 dollars at this present time lot No 1 without improvements is worth 2625 dollars and with so much of the improvements as were on said lot in 1821 at the time of Simpsons purchase worth 6125 dollars the said improvements being estimated at 3500 dollars at the same time (the present time) lot No 2 without improvements is worth 4200 and with the improvements thereon at that time about 3500 more — that is 7700 dollars the improvements being estimated at 3500 — but as to this estimate of the improvements it is guess work as witness knows less about the worth of them than of any other matter of that sort above mentioned. — Witness has above stated that the value of the improvements that were in 1821 on the lot No 2 were then worth 3500 dollars, and that so much of the improvements are now worth the same sum of 3500 dollars, Witness says that in 1818 the price of stone work was five dollars a perch that he paid that same himself, in 1829 Witness paid for stone work one dollar and three quarters but supposes that in a large job of work on walls it might be done for less (on thick walls) but does not know.* Witness says that in the above estimates of the work that was on the lot No 2 in 1821 his estimate in that year is considerably below what he supposes the cost to have been, and that at this present time he supposes that so much of the said improvements

as well on the said lot in 1821 are worth as much as the said estimate – at this place ~~in~~ of the testimony a dispute has arisen as to the entry of certain words of the witness which were used after an interrogatory reason asked by the defendant as to an apparent discrepancy between the estimates of the said improvements in 1821 and the present time, and which words said defendant insists should have been entered at the asterisk before the last statement of the witness, which words of the witness the commissioner considered as not to be entered after witness went to give the reasons in answer as called for, the words or the substance of the words were "I dont know any thing about it" and then witness gave his reasons and mode of estimate as above given – Question by defendant – If a house cost five dollars a perch in 1821 and a similar house would cost one dollar and three quarters a perch in 1830 would the house that cost five dollars a perch be so much superior to the one that cost one dollar seventy five cents a perch similarly built. Answer – There would be no difference in the value of the houses – Question by defendant – How do you know that your estimate of the said improvements on lot No 2 as to the worth in 1821 was below the cost of the same Answer. I saw some bills in the hands of Mr Morton whose testimony is above taken, which if my memory serves me amounted to considerably more than my

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estimate of that work- Question by defendant. What object had Mr Morton in shewing you said bills- Answer. I was requested by Col. Easton to make an estimate of the value of the said lots and improvements with Morton, and Lasselle and Letcher and Lasselle and Morton and myself met at Morton's office and Morton exhibited the bills spoken of above. Question by defendant. Then I suppose those bills and the opinion of Mr. Morton were what you principally formed your opinion opinion upon. Answer. I examined those bills superficially and laid them aside, we then made an estimate considerably below those bills, but I do not recollect now what that estimate was. Question by defendant. How do you know but that those bills were forged? Answer those bills were I think in the hand writing of Mr. Morton. Question by defendant. Did you or not consider Mr. Morton as the agent of Col. Easton and Dr. Simpson Answer, Nothing of that kind appeared, × I did not reflect upon it- Question by defendant, who sent for you to meet at Morton's office? Answer by witness, I was notified by Col. Easton that those persons were to meet on that day to consider of that matter as to the worth of said lots and improvements, but no place was appointed to meet at, I went to Morton's office because I expected to find two of them there where they carry on their business together- Question by defendant- I suppose the Commissioner of the Court was with you to take down the

420. testimony. Answer, I understood the matter in this way, - We were to meet for the purpose of considering the value of the said premises preparatory to making Statements of the same before the proper tribunal Some where on oath. Question by defendant, Was it then you received the information or the principal part of the information to which you have testified here? Answer by Witness, I then received the principal part of the information relative to the costs of the improvements on Lot No 2 - until the Stone ware house was near the top of the third story. but as to the value of the ground and the Dillon house I had as much information to give them as they had to give me. Question by defendant, - Who is it that Set the value on Lot No 2 in 1818? Answer, the price was fixed and altered several times between Morton and myself. Question by defendant, Who first proposed the price on it? Answer by Witness, the price which Dillon gave for the whole Lot No 1 & No 2. was stated by Morton and which I myself formerly knew. Question by defendant, What was the price Dillon paid for said whole Lot - Answer by Witness I cannot State now, it is my impression that he was to have paid 3500 dollars, but I am not positive - I cannot State certainly. Question by defendant, - What was the price fixed for Lot No 2? Answer by Witness, I do not know. - Question by plaintiffs Solicitor, Do you know what bearing your testimony is to have upon the cause? Answer by Witness, I

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do not know any thing about that. Question by Plaintiff's Solicitor. Do you recollect whether the notification by me to you was signed by me (Col. Easton) as Solicitor for the Complainants. Answer, I do not recollect the form of the signature. Question, Do you know where the notification is. Answer, I left it at Laveille and Morton's office, where I presume I can get it. Question, Please to state your occupation and trade during the years eighteen hundred and eighteen and eighteen hundred and twenty one. Answer, I followed the house carpenter and joiners business during those years and for several years afterwards. Question, State also the occupation and employment of Peter Chouteau Jr. and Governor William Clark. Answer, I have understood that Mr Chouteau has been for many years engaged in the fur business. I do not know of any other business he has been engaged in. Governor Clark is I believe Superintendent of Indian affairs. Question by defendant, Did Mr. Chouteau and Governor Clark live in this town many years before your arrival in it. Answer, I believe they did. Question by same, Do not the said Chouteau and Clark live within a short distance and on the same side of the Street in which the property Hanby Square is situate. Answer, Mr. Chouteau lives on the second and Mr. Clark on the third square below it. Question, Do you consider the said Clark and Chouteau as men of judgment and of irreproachable character. Answer, I know nothing to the contrary.

D. P. Hill

Sworn to and Subscribed before me at the time and place over the said deposition mentioned. Jos. C. Brown,
Commissioner.

Peter Ferguson of lawful age being duly sworn on his oath saith as follows being shewn a paper signed by him and George Morton and dated 7th March 1831 which paper is further identified by his having written his name on the back thereof- that the said paper is in his hand writing and that so far as he now knows or recollects the statements made therein are true - he states further that he is acquainted with the hand writing of George Morton, having frequently seen him write and that the signature to the paper above referred to he believes to be that of the said Morton.

Peter Ferguson.

Sworn to and Subscribed before me on the 26th of Jany 1830 at my room in the ~~Boarded~~ Court house aforesaid. Jos. C. Brown
Commissioner.

St Louis January 27th 1830.

Peter Ferguson being sworn as aforesaid on his oath saith being shewn a paper signed by him and dated 8th March 1821 and which is identified by his having written his name on the back thereof- that the said paper was written by him and that so far as he knows or believes that the statements made therein is true.

Peter Ferguson.

Sworn to before me and Subscribed on the day and at the place aforesaid & in presence of the said parties.

Jos. C. Brown,
Commissioner.

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George Collier of lawful age on the same 27th day of January 1830 at the place aforesaid being produced sworn and examined on the part of the defendant deposeth and saith – that he is acquainted with the Hanly square No 15 and supposing the front on first street of the whole square to be 257 feet and the depth to front street to be 256 feet and the value of the whole square if unimproved in the year 1829 or at this time to be 27500 dollars the value of 35 feet wide running from first to front street on the south side of the square is estimated to be worth 5000 dollars and that if this strip of 35 feet wide be divided into two lots the one to front on first street 35 feet and to be 75 feet deep and the other to front on front street 35 feet and to extend to the end of the other 181 feet the latter would be worth 3000 dollars and the other worth 2000 dollars making together 5000 dollars all of the lots considered without improvements. As it regards the value of the improvements on the lot of 35 feet by 75 feet lying on first street and those on the other lot of 181 feet by 35 feet lying on front street I consider the improvements to be nearly of equal value, and as it regards the improvements on the balance of said square I know so little that I cannot make any thing like a correct estimate of their value. the naked ground of the balance of said square according to the above estimate is worth – 22500 dollars. Question by defendant – Do you know the lots on the square next South, & would you consider a lot of the same size of 35 feet front on first street and joining the same cross street on the South side of the said Cross street worth as much as the same quantity on the North side of the Cross street, both lots supposed vacant. Answer by

 Witness- I should not make much difference in value, nor any if I were going to buy it. Question by defendant- Do you know for what price the said property on the South of said cross street has sold for within the last two years- Answer- I do not of my own knowledge. Question by defendant- Do you know the Dellon house so called, that in which Collins keeps store- Answer, Yes I have seen it frequently, been through it. Question by defendant- Do you know who claims that house? Answer. I have understood Dr. Simpson claims it. Question by defendant Do you know how long he has claimed it? Answer. He has claimed it since it was sold at Sheriff's Sale in 1821 or 1822 witness thinks. Question by defendant. Had you any conversation with Dr. Simpson about the purchase of that house at that time or since? Answer. In the Summer or Fall I think of 1821 or 1822 Doctor Simpson borrowed of this deponent a sum of money stating that it was not for himself but that it was to pay for property which witness understood had been sold as Col. Easton's property and which said Simpson said he wished to save for the family. Witness does not know that said Simpson wanted the money for said purposes but said Simpson gave as an excuse for borrowing said money as witness thinks that said Simpson had bid off perhaps the stone house where Mr Bate now lives and also the Dellon property. Witness is certain that said Simpson told him he had bid off said property and wanted to save it for ~~said~~ Col Easton's family. Question by said defendant. Have you had any conversation since with said Simpson about said property? Answer by witness, In 1826 Col. Easton obtained a judgment against me for 2500 or 2600

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dollars. which he assigned to Doctor Simpson at the time ~ Simpson gave me notice of the assignment he observed that the money came apropos or in very good time, as it was mon- ey due him for advances made for Col. Easton's family a long time previous. Witness inference was that it was for property bid off of Col. Easton's by said Simpson, but does not recollect that Simpson said so distinctly, but from the conversation pas- sed such was witness impression. Question by defendant. - You was here when David B. Hill gave his testimony yesterday? Answer. Yes part of the time. Question by defendant, when said Hill was giving his testimony did you see any one hold up a paper to said Hill to look at? Answer, Yes I saw Col. Easton hold up a paper for him to look at. Question. Did any one re- mark upon the impropriety of Col. Easton in holding up the said paper. Answer. I think Mr. Brown the Commissioner did. Ques- tion by defendant. Do you know whether there was any writ- ing or figures on the said paper? Answer. There was writing and figures both. Question by defendant, Do you recollect when a question which was put to said Hill about the rel- ative value of property of lot No 2, did he or did he not dis- tinctly say that he knew nothing about it? Answer. At one ~ time speaking of the relative value of the improvements said Hill said he knew nothing about it. After the entry of the answer of said Hill by the Commissioner as it was entered by him and as it stands in said Hill's affidavit, the defendant objected to the entry. Commissioner referred to said Hill whether the entry was what he intended it to be said Hill said that it was and that the words "I dont know anything about it" or

words of that import were not to be recorded in his affidavit, being used in way of conversation and that the entry of the Commissioner was what he intended it to be. Question by defendant, did said Hill deny having made use of the expression at all. Answer he denied using them in the way in which Mr Mullanphy understood them or seemed to understand them. Question by Rufus Easton Solicitor for plaintiffs. Will the witness state his professional employment and at what time he came to the Town of St Louis to live and how long he has remained there and also state the time of his residence at St Charles. Answer by Witness, I came to St Charles in 1815 about the month of December made that my home until the Fall of 1820 I think in the Month of November when I came to St Louis and made that my home until May 1821 when I returned to St Charles and made that my home until December 1826 when I removed to the City of St Louis and have there resided ever since. — I have been generally engaged in the mercantile business during the whole of said time. Question by Same, Will Witness state in relation to lot No 2 with the stone house upon it, what the size of it is — how high it is, and the number of Chimneys in the building — Answer, I really dont know either, I know very little about it. Question by Same Solicitor, does Witness know the number of perch in the wall. Answer I do not know, I never measured the building. Question by Solicitor Same, Will the witness state whether he paid off the execution which Rufus Easton held against him in his own proper person. Answer by witness — I did not, it was paid by Mr Powell I suppose, it was paid here in St Louis by the house of Collier +

X

Powell I think. the money was paid to Doctor Simpson but in what capacity I do not recollect. The said Doctor gave me in St. Charles a written notice of the assignment of the judgment to him before the execution issued. The conversation had with said Simpson relative to the said judgment as above stated was in my Counting room in St. Charles & I believe was in 1825 or 1826 the judgment here spoken of was the first judgment obtained against me by said Easton. Witness never applied for an injunction to stop said execution to any one to the best of his recollection. It was at the same time that in my counting as aforesaid that Doctor Simpson served the notice on me of the assignment of said judgment to him, that he said the money came appropos or in good time to repay him for money advanced for Col. Easton's ~~family~~ as is above stated by me, As to the particular word family erased in the last line witness recollects that in speaking of the said funds advanced by Simpson, he spoke of it as funds advanced to save something for the family of Col. Easton. Witness does not recollect any other conversation at any other time in relation to the said funds by said Simpson advanced as aforesaid. Question by said Solicitor, in the two conversations had by the said witness had with Doctor Simpson to wit that which he had with Simpson at the time said Simpson borrowed the money of said witness (as by him mentioned above) and that at the time said Simpson served the notice of the assignment of the said judgment to said Simpson or at any other time did said Simpson tell the witness that he had made any advances of money for Rufus Easton? Answer by witness, yes he did. Question by said Solicitor. at

what time and place did said Simpson so tell the witness. Answer by witness, I believe that Doctor Simpson told me so in both of ~~these~~ conversations mentioned, and I believe at other times he told me so. Question by said Solicitor, At the time said Simpson borrowed the money of the witness as above stated, did said Simpson state any particular appropriation which he Simpson intended to make of that money? So borrowed, and if so, what was it? Answer, at the time that he borrowed the money he gave as a reason why he wanted money that he had bought property sold as Col. Easton's, which he wanted to save for the family – or had bought with a view of saving it for the family. How the money was applied witness cannot say – Question by said Solicitor, Was the witness present when the paper was handed up to said D. Hill during his examination by Rufus Easton? Answer by witness, Yes I was present when the paper was held up before said Hill by Col. Easton. – Question by said Solicitor, Do you know the contents of that paper. Answer by witness, All I know is there was figures and writing upon it. Question by said Solicitor, at what o' clock was it – Answer, it was in the afternoon I believe, time of day not known. Question by said Solicitor, Was that the only paper (the one just mentioned) which witness alludes to as having been shewn or held up to Mr. Hill – Answer, Yes one was all I saw. – Question by said Solicitor, How long after you saw said

(~~XX~~) 429.

paper held up before you left the room? Answer by Witness, I do not know whether it was 15 minutes or 20 minutes or an hour. Question by said Solicitor, Were you present when Mr Wm Easton requested of the Commissioner to place two papers in the hands of Mr Hill to examine. Answer by Witness, I was not. Question by said Solicitor, was it after certain Conversation by you held with Mr Morton out of the door that the Commissioner stated it was improper to exhibit the said paper to Mr Hill. Answer by said Witness, the holding up of the paper as above mentioned was before that Conversation with said Morton. Question by said Solicitor, Did the witness leave said Easton in the Commissioner's room when said witness left said room. Answer by witness, I dont know. Questions relating to the character of Col. Easton attempted to be put by Mr Mullanphy the Commissioner rejects as improper.

Geo Collier.

Sworn to and subscribed before me on the day & year & at the place aforesaid. Jos. C. Brown Commissioner.

On the same 27th day of January 1830 and place of taking the foregoing depositions David Lawrence of lawful age being produced sworn and examined on the part the plaintiffs deposeth and saith that in the Course of the present winter he assisted the City Surveyor of the City of St Louis to measure the lots on the Square No 15 and that said City Surveyor is the Commissioner now taking this deposition and after laying off the lot of 35 by 75 feet on which the Dillon house is situated there remains of the improvements made by Mr John

Mullanphy in the rear of said house consisting of — Stone masons and carpenters work about one third only on the said Dillon lot the other two thirds being on the other adjoining lot on the Eastward — And such was my estimate as to the cost of said improvements that one third of the cost of the same was a just apportionment of so much of said improvements as are on the Dillon lot of 75 feet Deep by 35 feet front on first street. Question by plaintiffs Solicitor, Will you tell the price of stone work by the Perch in 1820 and in 1821 — Answer by witness, in 1820 the price was four dollars & a half a perch in 1821 I dont know what it was as not much was done in that year. And further this deponent saith not. David Lawrence —

Sworn to before me at the time and place aforesaid and subscribed at the same place on the 29th January 1830 before me by consent of the parties aforesaid. Jos. C. Brown, Commissioner —

January 28th 1830 at the same place in the Court House both parties being present John Finney of lawful age being produced, sworn and examined on the part of the defendant deposeth and saith, — That in the year 1827 as witness thinks he purchased of Mr Berthold a lot in the City of St Louis 40 feet french measure front on first street running from first to front street and bounded on the North by a cross street which separates it from the Hanly square, — so called. of this front a small matter was given to said Cross street leaving between 41 and 42 feet english in front — and for which lot I paid two thousand and five hundred dollars of which sum 2000 dollars were paid in hand and 500 a year after. Question by defendant do you know the South East corner of the

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Hanly Square. Answer, I do. Question by defendant, Do you or do you not suppose the lot you purchased as above described, was worth at least as much if not more, than that much ground on the Hanly Square - Answer, I think it was worth fully as much - John Finney.

Sworn to and subscribed before me at the time and place aforesaid. Jos. C. Brown, Commissioner.

At the same time and place Robert Simpson of lawful age being produced, sworn and examined on the part of the defendants deposeth and saith that - Question by defendant, was Rob your tenant in the Dillon house - Answer, Yes. - Question by same, at what time did you get possession of said property? Answer, within a day or two of the time of my purchase of the property. Question by same, how long did you keep possession of said Robb's store. Answer, Until Robb surrendered, but the time I do not recollect. Question by same, What rent per month did you receive for the first twelve months on an average. Answer, I cannot say positively but I am willing to say it was 25 dollars. Question by same, How much per month did you receive for the balance of the time you had possession? Answer, It was reduced gradually down to 12½ dollars a month - that is my recollection - Question by same, How long was said rent at 20 dollars per month. Answer, I dont recollect - Question by same, How long was said rent at 15 dollars per month - Answer, Answer. I cannot recollect. Question by same, How long was said rent at 12½ dollars a month. Answer, I dont recollect. Question, Was not

said rent at 20 dollars for a time? Answer, I am not positive tho' I think it was. Question by same, Was not said rent for a time at 15 dollars a month. Answer. I am not positive rent to best of my recollection it was.

Witness claims the right to make now his own statement of matters generally in relation to said matters of house rent. Said defendant having done his interrogatory, Witness says he never was in possession of any of said house except the South store room and the kitchen and cellar attached to it. But that he found a Mistress Dillon living in the other part of the house. Said witness permitted her to remain a short time until he could have an opportunity of renting said house. She afterwards refused to surrender the same informing said witness that Mr Mullanphy had been several times to see her, said it was his Mullanphy's house, that she was welcome to stay in it, and said Mullanphy advised her not to surrender it nor pay said Witness. And said witness further says he received no rent from her nor did she ever surrender said part of the house to said witness. The aforesaid witness is one of the plaintiffs in this cause and the defendant protests against the statement of said witness made not under his interrogatories. Question by defendant, Who received the rents of said house from the time this defendant purchased said house at Sheriff's sale till the time of the plaintiff's purchase? I do not know positively. I did not — I presume Ed. Easton did.

R Simpson.

Sworn to and subscribed at the time and place aforesaid before me. Wm C. Brown, Commissioner.

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Hanly Square. Answer, I do. Question by defendant, Do you or do you not suppose the lot you purchased as above described, was worth at least as much if not more, than that much ground on the Hanly Square - Answer, I think it was worth fully as much - John Finney.

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432. said rent at 20 dollars for a time? Answer, I am not positive tho' I think it was. Question by same, Was not said rent for a time at 15 dollars a month. Answer. I am not positive rent to best of my recollection it was.

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R. Simpson.

Sworn to and subscribed at the time and place aforesaid before me. Jos. C. Brown, Commissioner.

No. 433.

(papers attached to said depositions)

Ed. R. Easton, Sir, I hasten to correct an error we inadvertently committed in measuring your house yesterday — it is this, we measured the 3 piers in the ground story as a solid wall with the intention of deducting the openings, which was neglected to be done — Instead then of 908 perch the real amt. is 897 perch 4 feet — Your Obed.t Serv.t P. Ferguson.

St Louis March 8th 1821.—

(Endorsed, to identify this paper I hereunder sign my name.
Jan.y 27th 830. Peter Ferguson.—)

Saint Louis State of Missouri March 7th 1821.—

We the Subscribers hereby certify that we have (by consent of parties) measured the Stone work done by John Bothick for Rufus Easton esq.r and find that when the work shall have been carried up to the level of the Square of the third story. That there will be nine hundred and eight perch of Stone work and that we have seen the Contract between the parties and measured according thereto — and according to the rules of measuring Stone work in this place — we also find that the arches measure 142 feet.

Peter Ferguson.
George Morton.

(Endorsed, to identify this paper I write my name here.
Peter Ferguson.—

Statement received as evidence by consent of parties by the Commissioner in the Suit of Hunt, Russell & Simpson vs. Mullanphy & others in Chancery in St. Louis Circuit Court July 2.d 1829.

Anson Collins says that he has been residing for several years in the house called the Dillon house in St Louis: that he pays and has paid rent at the rate of five hundred dollars per year, having taken said premises with his brothers in

 May 1827. that said premises have been held at same rent to the present time. He says further that some time last Fall said Mullanphy made on said premises necessary repairs to the amount of about Six dollars: being for cellar doors made and put up. The year expired on the 8th day of May last, and some conversation has been had as to altering the rent to Six hundred dollars, but nothing conclusive has been agreed on in writing.

Anson Collins.

John Mullanphy says that at present he considers that the lot on which is Dillon house about 35 feet by 75 feet as situate constitutes about one Sixth in value of that Square; and that the lot lying east of it of the same width on which is the Stone ware house is of the same value; and that he said Mullanphy considers said two lots with improvements at the present time, to be of nearly equal value; that the said ware house lot is of the two rather the most valuable; & perhaps their relative value is in proportion to the size of the lots.

John Mullanphy.

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Account No. 1.

Lot with Dillon House To Dillon Mortgage — Dr.

The proportion of the principal due on said mortgage and chargeable to said lot agreeably to the relative value thereof in the year 1818 at the date of said mortgage, there being then no improvements on the mortgaged premises, is . . .	# 1940	cts 22
Interest thereon from 22 June 1819 to 8th Feby. 1829, being 9 years 7 months & 16 days @ 10 pr. ct. per annum is —	1868	00
	3808	22
To Balance on 8th Feby 1829	1873	10
Interest thereon to 8th May 1829	46	82¾
	1919	93¾
To Balance on 8th May 1829	1794	92¾
Interest thereon to 8th August 1829	44	87¼
	1839	80
To Balance on 8th August 1829	1714	80
Interest thereon to 8th Novr. 1829	42	87
	1757	67
To Balance on 8th Novr. 1829	1632	67
Interest thereon to 8th Feby 1830	40	81½
Amount paid for taxes & paving to 1829, excluding taxes of 1829	250	00
	1923	48½

Patrick M. Dillon's mortgage to Thomas Manly, To John Mullanphy Dr.

To first payment of principal due 22d June 1819. —	$ 875	cts 00
" Second payment of principal due 22d June 1822.	1750	00
Amount of principal due on said Mortgage —	2625	00

On the second payment above mentioned, the interest was to be paid annually from the 22d June 1818, at 10 per cent per annum, and on this the interest for one year only, was paid, as will appear by the Clerk's marginal entry on the said mortgage, leavin

(~~[illegible]~~) 438. (Statem

Dillon House & lot to Repairs thereon — Dr.

To Asa Wilgus & another as per his affidavit	34.	00
" Delany as per affidavit of Benjn Wilder	51	00
" Benjn Wilder as pr his affidavit for the portion of his act for work on the Dillon House for flagging	26.	00
" Stone work in the rear of Dillon house amounting to $361 65/100 of which one third only was on the Dillon lot as per affidavit of David Laurence	120.	55
" George Morton as per his affidavit did work in the rear of Dillon house amount 175$ of which one third only is on the Dillon lot as per affidavit of David Laurence	58	33
" Balance due for rent to 8th May 1825 as per contra	60	12
	$350	[illegible]

Lot with Dillon House To Dillon Mortgage (Account No. 2) Dr.

	$	cts
The proportion of the principal due on said mortgage and chargeable to said lot agreeably to the relative value thereof in the year 1821 at the date of Simpson's purchase thereof, including in such relative valuation all the improvements then upon the respective parts of the mortgaged premises, is	1613	86½
Interest thereon from 22nd June 1819 to 8th Feby 1828 being 8 years 7 months & 16 days at 10 per cent per annum, is	1392	40½
	3006	27
To Balance on 8th Feby 1828	1571	15
Interest thereon to 8th May 1828	39	28
	1610	43
To Balance on 8th May 1828	1485	43
Interest thereon to 8th August 1828	37	13½
	1522	56½
To Balance on 8th August 1828	1397	56¼
Interest thereon to 8th Novr 1828	34	93¾
	1432	50
To Balance on 8th Novr 1828.	1307	50
Interest thereon to 8th Feby 1829	32	68¾
	1340	18¾
To Balance on 8th Feby 1829	1215	18¾
Interest thereon to 8th May 1829	30	38
	1245	56¾
To Balance on 8th May 1829	1120	56¾
Interest thereon to 8th August 1829	28	01¼
	1148	58
To Balance on 8th August 1829	1023	58
Interest thereon to 8th Novr 1829	25	58¼
	1049	16¼

(a)

Contra

60

By one years rent of Dillon house ending 8th May 1825 as per affidavit of H. Simmons	£350 00

Contra

60

By rent of Dillon house to 8th May 1825 over and ~~above the~~ upon is thereon paid for out of the rents as per statement marked (a)	60 12
" rents of said house to 8th February 1828 being 2 yr and 9 months @ 500 ℔ per annum	1375 00
" Balance at 8th Feby 1828	1571 15
	3006 27
By rents of Dillon house from 8th Feby to 8th May	125 00
Balance on 8th May 1828	1485 43
	1610 43
By rents of Dillon house to 8th August 1828	125 00
Balance on 8th August 1828	1397 56½
	1522 56½
By rents of Dillon house to 8th Novr 1828	125 00
Balance on 8th Novr 1828	1307 50
	1432 50
By rents of Dillon house to 8th Feby 1829	125 00
Balance on 8th Feby 1829	1215 18¾
	1340 18¾
By rents of Dillon house to 8th May 1829	125 00
Balance on 8th May 1829	1120 56¾
	1245 56¾
By rents of Dillon house to 8th August 1829	125 00
Balance on 8th August 1829	1023 58
	1148 58

Pd

Contra

By rent of Dillon house to 8th May 1825 over and above the repairs thereon paid for out of the rents as per State=ment marked (a)	60	12
Rents for said house to 8th February 1829	1873	00
Balance on 8th Feby 1829	1873	10
	3808	22
By rents of Dillon house to 8th May 1829	1250	00
Balance on 8th May 1829	1794	92¾
	1919	92¾
By rents of Dillon house to 8th August 1829	1250	00
Balance on 8th August 1829	1714	80
	1839	80
By rents of Dillon House to 8th Nov. 1829	1250	00
Balance on 8th Nov. 1829	1632	67
	1757	67
By rents of Dillon House to 8th Feby 1830	1250	00
Balance on 8th Feby 1830	1798	48½
	1923	48½

To this balance as per statement of Anson Collins Esq. as testimony, there is to be added for repairs six dollars.

The interest due thereon from the 22d June 1819, from which time the interest on the finish payment, as above mentioned is due also. It appears therefore that interest on the whole amount of principal due on said mortgage computed at 10 p.ct. per annum from the 22d June 1819 to the present time, added to said principal will show the amount now due on said mortgage. But as will be more simple to make the apportionment of the principal and then compute the interest on such proportion as may be chargeable to the Dillon lot, I have adopted that mode of calculation in the following statement of the account.

By rents of Dillon house to 8th Noor 1829	125	00
Balance on 8th Noor 1829	924	16¼
By rents of Dillon house to 8th Feby 1830	125	00
Balance on 8th Feby 1830	1072	26½

To this balance as per statement of Anson Collins recd. as testimony, there is to be added for repairs six dollars —

Hanly Square (account of Expenses, (C))
To John Mullanphy — Dr.

To Cash paid Jos. Vasquez for a deed	40	"
" Cash paid Jos. Vasquez & wife	10	"
" Cash paid Hyacinthe Hebert dit Lecompte	50	"
" Cash paid Henry S. Geyer on Robb's suits	100	"
" Cash paid Sheriff and Clerk's fees	19	68¾
" do do	33	95
" Cash paid Edward Bates attorney	50	00
" Cash paid J. Spalding attorney	50	00
	353	63¾

John Mullanphy claims to have an apportionment of the above expenses made and the dillon lot charged with its due proportion and stated and allowed in the account taken, — I have thought proper to make an apportionment of the said expenses, as will appear below, but not to embrace any part thereof in the account taken. —

George Collier estimates the whole square at 27500$ and the whole dillon property at 5000 the proportion therefor of said expenses chargeable to the whole dillon property is $64. 29¾ —

Of this same the proportion chargeable to the Dillon ~~property~~ lot in the ratio of account taken No 1 is	39	53
Upon which if it is proper to allow the account interest should be computed at 10 per cent seeing that it should have been allowed as a credit against the rents, & for want of such allowance, so much of the rents were applied to payment of the principal of the mortgage which bears 10 per cent interest, — said interest to 8th Feby 1830 is	19	76½
	59	29½

The proportion of the said sum chargeable upon the Dillon lot

in ratio of the acct No 2 is ———	47	52½
With interest at 10 per cent to 8th Feby 1830. day 5 years 4	23	76¼

And said Mullanphy prays the Court to sign and seal this his bill of exceptions, which is done.

Will C. Carr Esq

At the finial hearing of the above cause the Court upon the testimony aforesaid, no other evidence being given, pronounced the final decree in this case in favor of the Complainant Bisshop, to which said Mullanphy excepts. And the said Court at the same time and upon the same evidence pronounced the finial decree in this cause against said Rufsell and Hunt, to which they except and the said parties pray the Court to sign and seal this bill of exceptions, which is done accordingly.

Will. C. Carr, Esq

(Account No 2. continued)

To Balance on 8th Novr 1829	924	16¼
Interest thereon to 8th Feby 1830	23	10¼
Amount paid for paving and taxes to 1829 including taxes of 1829	250	00
	1197	26½

Patrick M. Dillon's mortgage to Thos Hanly
To John Mullanphy Do

	$	cts
To first payment of principal due 22d June 1819	875	00
" Second payment of principal due 22d June 1822	1750	00
Amount of principal due on said mortgage	2625	00

On the second payment above mentioned the interest was to be paid annually from the 22d June 1818 at 10 per cent per annum, and on this the interest for one year only was paid as will appear from the Clerk's marginal entry on the said mortgage,- leaving the interest due thereon from the 22d June 1819,- from which time the interest on the first payment, as above mentioned is due, also, It appears therefore that interest upon the whole amount of principal due on said mortgage Computed at 10 pr. cent per annum from the 22d June 1819 to the present time, added to said principal will shew the amount now due on said mortgage.

But as it will be more simple to make the apportionment of the principal and then compute the interest on such proportion as may be chargeable to the Dillon lot, I have adopted that mode of calculation in the following statement of the account. —

State of Missouri
County of Saint Louis } ss:

I Archibald Gamble Clerk of the Circuit Court for the County of Saint Louis in the aforesaid State of Missouri, do hereby certify that the foregoing four hundred and forty one pages contain a full, true and perfect transcript of the records and proceedings and documents in my office, in the case in the said Court sitting as a Court of Chancery, wherein Robert Simpson, Wilson P. Hunt and William Rupell were complainants and John Mullanphy and others were defendants, as the same are now of record in my said office.

Given under my hand and the seal of the said Circuit Court at St Louis on this sixteenth day of December in the year of our Lord one thousand eight hundred and thirty one.

Archibald Gamble Clerk

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