Slevin, Thomas vs. Robert, Louis 1853 St. Louis 324/9
Robert, Mary

562/21

land dispute; unlawful entry
opinion not in file
side for Robert (lived there for 20 yrs.)

The State of Missouri, ss.

The State of Missouri, *To the Honorable the* Court of Common Pleas in and for St Louis County *in said State, GREETING:*

WHEREAS, In the record and proceedings in a certain cause lately pending in the

wherein Thomas Devin is Plaintiff and Louis Robert and ~~Defendant~~ Mary his wife are Defendants-

in an action of manifest error
hath intervened, to the great damage of the said as by
complaint, we are informed.

NOW, we being willing that the error, if any there be, should be corrected, and full and speedy justice done to the parties aforesaid, in that behalf, COMMAND YOU, that you send to us, certified under your seal, the record and proceedings in the cause aforesaid, as fully as the same remain of record before you in said Court, so that we may have them before us at our Supreme Court, to be begun and held in the City of Saint Louis, in the County of Saint Louis, in said State, on the Third Monday in March inst ~~next~~, so that our Judges of our Supreme Court, on inspecting the record and proceedings aforesaid, may cause to be further done therein, for correcting the error, what of right and according to law, ought to be done.

Witness, WILLIAM S. GLANVILLE, Clerk of our said Supreme Court, at office, in the City of Saint Louis, the Tenth day of March in the year of our Lord one thousand eight hundred and fifty-three

Wm S. Glanville,
CLERK.

State of Missouri
County of St Louis } ss. I Charles M. Hicks
Clerk of the St Louis
Court of Common Pleas in and for said County
certify and herewith furnish a full and correct
transcript of the record and proceedings in the
case of Thomas Slevin plaintiff against
Louis Robert & Mary his wife as the same
remain in my office

In Testimony whereof I
hereto set my hand and affix
the Seal of said Court at
office in the City of St Louis
this 10th day of March A.D.
1853

C. M. Hicks Clerk

SEAL ST. LOUIS COURT OF COMMON PLEAS MISSOURI

1

State of Missouri }
County of St Louis } ss Be it remembered that heretofore to to wit on the 16th day of May A D 1851 there was filed in the office of the Clerk of the St Louis Court of Common Pleas within and for the County aforesaid a Petition in the words and figures the following the following to wit

Thomas Slevin } In the St Louis Court of Common
vs } Pleas Saint Louis County
Paul Franklin } The plaintiff states that heretofore to

Petition wit on the first day of January in the year eighteen hundred fifty one at the County aforesaid he the said plaintiff the owner was legally entitled to the possession of a lot of ground in the City of Carondelet in the County of St Louis and State of Missouri being part of the North west quarter of Block No 85 of the said City fronting one hundred and five feet and five inches on the East side of fourth street in said City and running back with an equal width along the Southern side of F street one hundred and sixty feet and five inches, bounded on the West by said fourth street, south by balance of said block number 85 East by same and North by said F Street And the plaintiff states further that being so entitled to the possession of the said premises the said defendant afterwards to wit on the day and year first aforesaid entered into said premises and unlawfully witholds from the plaintiff the possession thereof to the damage of said plaintiff to the amount of four hundred dollars. Plaintiff further states that he files with this petition certain Exhibits marked respectively A. B. C. D. E. upon which he relies in proof of his title. Plaintiff therefore asks judgment for the amount of damages which he has sustained and that he be restored to the possession of the said premises. A. P. & P B Gareschè attys for Peff

Thomas Slevin makes oath and says that he believes the above petition and the matters therein as stated are true

Sworn to & Subscribed before Thos Slevin
me this 16th day of May A.D. 1851
P. Tippett Clk

2

Summons

The State of Missouri To the Sheriff of St Louis County Greeting: We command you to summon Paul Franklin to appear before the Judge of our St Louis Court of Common Pleas on the first day of the next term thereof to be held at the City of St Louis, within and for the County of St Louis on the third Monday of September next then and there to answer the complaint of Thomas Slevin, as set forth in the annexed petition, and have you then there this writ (Seal) Witness Philip Tippett Clerk of our said Court with the seal thereof hereto affixed at office in the City of St Louis this 16th day of May in the year of our lord one thousand eight hundred & fifty one

P. Tippett Clk

Shffs Return

Executed this writ in the County of Saint Louis this 12th day of June 1851 by delivering to Paul Franklin a true copy thereof and of the petition

Henry B Belt Shff

By Robt Peyinghouse deply

And afterwards the following proceedings were had to wit

Louis Robert substituted as deft & leave to file ans

September Term 1851 Thursday October 30th 1851

Thomas Slevin vs Paul Franklin } By consent of parties it is ordered that Louis Robert be substituted as defendant in place of Paul Franklin. And on motion of said Louis Robert leave is given him to file an answer herein and the same is accordingly filed

Answer

Thomas Slevin vs Louis Robert } Pltff Deft. St Louis Common Pleas Sep T. 1851

Louis Robert who claims title to the lot of ground sued for and who is in possession of the said lot comes into Court and by permission of the Court files his appearance to the said suit, and in answer to the petition of the plaintiff says that the plaintiff is not entitled to the possession of the premises in the petition set forth nor was he legally entitled to the possession of the same as set forth. He denies that he unlawfully entered upon said premises or that he unlawfully withholds from the plaintiff the possession of the same. This defendant further states that he claims the possession of said premises through his wife Mary Robert, who

3

owns the same. That he and those under whom he claims have been in the adverse possession of said lot claiming title to the same for more than twenty years before the bringing of this suit and that he is still entitled to the possession of said premises. He denies that plaintiff obtained any title by the deeds and exhibits filed. On the contrary he says that the said deeds were made illegally, without authority and that the same are void and conveyed no title to the premises sued for

Whittelsey Simmons Attys p.d.

County of St Louis. Napoleon B Franklin agent agent for defendant being sworn upon his oath says that he believes the above answer and the matters and things therein stated to be true

N. B. Franklin

Sworn to & subscribed this 25th day of October 1851 before me Benjamin T McKinney Justice of the Peace

Amended Ans filed

And afterwards to wit on the 30th day of Novr 1851 an amended Supplimental answer was filed in the words and figures the following to wit.

Thomas Slevin vs Louis Robert } St Louis Court of Common Pleas September Term 1851 St Louis County set.

Louis Robert made defendant by leave of Court, by leave of Court files this amended and supplimental answer to the petition of the plaintiff and states. That the plaintiff was not legally entitled to the possession of the premises in the petition set forth as stated in said petition and defendant denies that he entered into said premises as stated, or that he unlawfully withholds from the plaintiff the possession of the same, and denies that the plaintiff has sustained any damage as stated in said petition. He further states that he is in possession of said premises claiming title to the same through his wife Mary Robert who is the owner of said premises in fee simple, and that he and those under whom he claims have had the possession of said premises claiming title for more than twenty years previous to the bringing of this suit. Defendant farther states that

4

by virtue of Ordinance No thirty one a certified copy of which is herewith filed, passed by the Board of Trustees of the Town of Carondelet approved June 2d 1834, it was provided that every person who shall have been in possession of a lot in said town and shall have cultivated the same, being an inhabitant and having so been possessed prior to eighteen hundred and thirty two shall be entitled to a deed in fee simple for the same. And by said ordinance it was further provided that the size of said lots should be one hundred and fifty feet front, by three hundred feet in depth where circumstances would admit of it. And defendant avers, that Mary Robert the wife of this defendant was an inhabitant of the town of Carondelet prior to the year 1832, and that she did prior to the said year cultivate and possess said lot in the petition described, and by the terms of said ordinance was entitled to a deed in fee from the Inhabitants of the Town of Carondelet for said lot.

Defendant farther states that the City of Carondelet did by its deed dated November seventeenth eighteen hundred and fifty one remise, release and quit claim to the said Mary Robert the said lot of ground in the petition described, by virtue of which said deed all the title of the inhabitants of the town or City of Carondelet became and was vested in the said Mary Robert as tenant in fee simple. Defendant farther states that those under whom the said Mary Robert claimed had been in possession of said lot claiming title to the same for more than twenty years prior to the possession and claim of the said Mary Robert. He farther states that the deed purporting to be executed by _____ under which the plaintiff claims was executed without authority of law and against the Ordinance No 31 aforesaid, and without the authority of the Inhabitants of the town of Carondelet, and conveyed no interest or title whatsoever to any person whatsoever. He farther states that it was provided by said Ordinance No 31 that there shall not be more than One hundred and fifty feet, by three hundred feet in depth to any one inhabitant who may be entitled to a deed as aforesaid. And he avers that previous to the execution of said deed by said _____ to Louis Fasen under whom plaintiff

claims that Louis Fagen had received several deeds for several different lots purporting to be executed by Peter I. Shoulls in behalf of the Board of Trustees of the town of Carondelet, and that said lots amounted to more than one hundred and fifty feet front by three hundred feet in depth, and defendant files as evidence thereof certified copies of said deed from the Recorders office of St Louis County as follows the originals not being in the possession custody nor control of the defendant.

Deed for the North half of Block 4. of 150 feet by 300 feet
Deed for the North half of Block 5. of 150 feet by 300 feet
Deed for the North half of Block 3 of 150 feet by 300 feet
Deed for the South half of Block 5 of 150 feet by 300 feet
Deed for the North East quarter of Block 42 of 150. by 150 feet
Deed for the South half of Block No 42 of 150 by 300 feet

all of which said deeds purports to be executed by Peter I Shoulls in behalf of the Board of Trustees of said Town by virtue of said ordinance No. 31 as aforesaid. Defendant therefore prays that he may be discharged hence with his costs. Whittelsey atty for deft.

County of St Louis }

N B. _____ agent of the plaintiff being sworn upon his oath says that he believes the above petition and the matters and things therein set forth to be true.

Sworn to & subscribed this

day of 1851

before me.

September 5th

And afterwards the following proceedings were had to wit.

September Term 1852 Monday Decr 6th 1852

Mary Robert made deft.

Thomas Slevin vs Louis Robert } By consent of parties Mary Robert wife of said defendant is made a party defendant to the plaintiffs action.

And afterwards the following proceedings were had to wit

September Term 1852 Tuesday Decr 7th 1852

Judgt.

Thomas Slevin vs Louis Robert & Mary his wife } Now at this day come the parties by their respective attorneys and neither requiring a Jury, all and singular the premises are submitted to the Court which being seen heard and by the Court fully understood, the Court doth find for the.

defendant. It is therefore considered by the Court that the plaintiff take nothing by his suit in this behalf but that said defendants go thereof without day and recover of the plaintiff their costs and charges herein expended and that execution issue therefor. Decision of Court filed.

And afterwards the following proceedings were had to wit

September Term 1852 Saturday Decr 11th 1852

time given to file Mo for New trial

Thomas Slevin vs Louis Robert & } On motion of the plaintiff further time until 4th January next is given him to file a motion for a new trial herein.

And afterwards the following proceedings were had to wit.

February Term 1853 Thursday Feby 10th 1853

Mo for New trial overruled

Thomas Slevin vs Louis Robert & wife } Now at this day come the parties by their attorneys and the motion of the plaintiff for a new trial herein being heard and the Court being fully advised of and concerning the premises it is ordered that the same be overruled.

Bill of Exceptions

And afterwards to wit on the 11th day of Feby A.D. 1853 a Bill of Exceptions was filed in the words and figures the following to wit.

Thomas Slevin plaintiff vs Robert & wife substituted for Franklin defendants } In St Louis Court of Common Pleas St Louis County.

At the trial of this cause, a Jury being waved the cause was tried before the Court and the following proceedings were had. Plaintiff introduced and read the following deeds

Deed of Mercier to Uneau

This deed made and concluded this twenty sixth day of January in the year of our Lord eighteen hundred and thirty one by and between Abraham Mercier & Susanne his wife of the County of St Louis of the one part and Gabriel Uneau Jr of the same County & village of Carondelet of the other part, witnesseth that for and in consideration of the sum of Thirty five dollars to them the said Abraham Mercier and Susanne his wife in hand paid at and before the sealing and delivering of these presents, by him the said Gabriel Uneau Jr. the receipt whereof they do hereby acknowledge & whereof & of every part or parcel whereof they do

7 hereby aquit and forever discharge him the said Gabriel Uneau Jr his heirs and assigns forever have given, granted bargained & sold & by these presents do give, grant bargain & sell make over & convey unto him the said Gabriel Uneau Jr his heirs and assigns forever A certain village Lot lying and being situated in the Village of Carondelet and bounded as follows Voz Eastwardly by the third street, westwardly by the fourth street, Southwardly by Antoine Durval's lot & Northwardly by a cross street, the said Village Lot being one hundred and fifty feet in front and running eastwardly three hundred feet more or less being part of a larger lot purchased by the said Abraham Mercier from Louis Menard. To have and to hold the aforesaid premises with all the improvements and emoluments thereunto belonging unto him the said Gabriel Uneau Jr his heirs and assigns forever. And the said Abraham Mercier and Susanne his wife do covenant and agree that they will forever defend and warrant the said property unto him the said Gabriel Uneau Jr his heirs and assigns from all their heirs and assigns and from all the heirs & assigns of Louis Menard deceased forever. In witness whereof the said Abraham Mercier and Susanne his wife have hereunto set their hands & affixed their seals this day & year before mentioned

Signed sealed & delivered in presence of Joseph LeBlond Isd. Barada.

Abraham their + Mercier Seal
Susanne + Mercier Seal
marks

State of Missouri } Be it remembered that on this twenty sixth day
County of St Louis } of January in the year of our Lord eighteen hundred and thirty one, before me a Justice of the Peace within and for the County aforesaid personally came Abraham Mercier and Susanne his wife both persons known to me to be the persons whose names are subscribed to the foregoing instrument of writing as having executed the same and severally acknowledge the same to be their act and deed for the purposes therein mentioned; She the said Susanne being by me first made acquainted with the contents thereof and examined separate and apart from her husband, whether she executed the said deed relinquished her dower to the lands and tenements therein mentioned voluntarily freely and without compulsion

or influence of her said husband, acknowledge and declared that she executed the said deed and relinquished her dower in the lands and tenements therein mentioned voluntarily freely and without compulsion or undue influence of her said husband. Taken and certified the day and year aforementioned Jacob R. Stine J.P.
County of St Louis ss I certify that the foregoing Deed was filed for Record in my office June 5 1847 and is truly Recorded in book I. No 4 page 274 & following. (Seal) Given under my hand and official seal at St Louis the date last aforesaid

S. D. Barlow Recorder

Deed of Uneau to Fasen

This Deed made and executed this fourth day of June Eighteen hundred & forty seven by and between Gabriel Uneau Jr of the town of Carondelet County of St Louis in the State of Missouri party of the first part and Louis Fasen of St Louis County and State aforesaid party of the second part, Witnesseth: That the said party of the first part in consideration of the sum of Sixty dollars to him in hand paid by the said party of the second part the receipt of which is hereby acknowledged have granted bargained and sold as by these presents I do grant bargain & sell unto said party of the second part the following described real estate to wit: A certain parcel or piece of land lying and being in the town of Carondelet in the County of St Louis aforesaid being the North east and Northwest quarters of Block number eighty five (85) on the plat of the said town of Carondelet, on file in the recorders office of said County: said parcel of ground containing a front of one hundred and fifty feet by three hundred feet in depth, french measure and bounded as follows viz: Eastwardly by third street westwardly by fourth street Northwardly by F street and southwardly by the balance of said block. It being the same parcel of ground which the said Gabriel Uneau Jr acquired from Abraham Mercier by deed dated on the twenty sixth day of January eighteen hundred and thirty one. To have and to hold the said described real estate with the appurtenances thereto belonging unto him the said party his heirs and assigns forever. The said party of the first part hereby covenanting that he his heirs executors and administrators will warrant and forever defend the same to the said conveyed prem=

9

ises and every part thereof to him the said party of the second part his heirs and assigns against the lawful claim or claims of all and every person or persons whatsoever claiming or to claim the same or any part thereof, and that he is lawfully seized of an indefeasible estate in fee simple in the real estate hereby conveyed, and has good right to sell and convey the same, and that the same is free of all incumbrances. In witness whereof the said party of the first part has hereunto set his hand and seal the date first above written

Signed and sealed in the presence of John Black — Gabriel his X mark Uneau (Seal)

State of Missouri } ss
County of St Louis } Be it remembered that on this fifth day of June eighteen hundred and forty seven before me the undersigned a Justice of the Peace within and for the county aforesaid came Gabriel Uneau who is by me personally known to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto and he acknowledged the same to be his act and deed for the purposes therein mentioned. Taken and certified by me on the day and year aforesaid. John Black Justice of the Peace St Louis Cty Mo.

County of St Louis } ss I certify that the foregoing deed was filed for record in my office June 5th 1847 and is truly recorded in Book I. No. 4 page 275 and following. (Seal) Given under my hand & official seal at St Louis the date last aforesaid

J D Barlow Recorder.

Deed of Inhbts of Carondelet to L Fassue

This deed made this first day of June in the year eighteen hundred & forty eight by and between the Inhabitants of the town of Carondelet a corporation in St Louis County acting through the Board of Trustees of the town of Carondelet under the provisions of an act of the General Assembly of the state of Missouri entitled an "Act authorizing the Corporation of Carondelet to sell and convey certain lots of ground" approved February 13th 1835. parties of the first part and Louis Fassue of the State of Missouri and County of St Louis party of the second part, Witnesseth that the parties of the first part for and in consideration of the sum of Five dollars to them paid by the said Louis Fassue and by way of compromise under the provision of the fourth section of the above recited act of the General Assembly do hereby grant remise release and forever quit

claim to the said Louis Fasse a lot of ground in said town of Carondelet containing ~~three~~ one hundred and fifty feet square (French measure) and being the North west quarter of Block number eighty five (85) Bounded as follows to wit; on the east by the North east quarter of said block which is vacant South by Virginia Lawless, west by fourth street and on the North by F street. To have and to hold the same to him the said Louis Fasse his heirs and assigns forever. And the parties of the first part do hereby covenant with said party of the second part his heirs and assigns that they will forever warrant and defend the lot of ground above described to him the said Louis Fasse his heirs and assigns against the claims of the inhabitants of said town of Carondelet and all persons claiming under them.

In testimony whereof and pursuant to the requirement of said act of the General Assembly the chairman of said Board of Trustees has signed and sealed this deed in behalf of the inhabitants of said town and the recorder who is the register of said town of said town has countersigned this deed and affixed the corporation seal of said town hereto on the day and year first above written. The word Fasse interlined before signed.

Countersigned (Seal)
Michael Chartrand Recorder of the town of Carondelet

Hamilton Michaw (Seal)
Chairman of the Board of Trustees of the town of Carondelet

State of Missouri } Be it remembered that Hamilton Michaw
County of St Louis } ss. Chairman of the Board of Trustees of the town of Carondelet who is personally known to the undersigned a Justice of the Peace within and for the said County to be the same person whose name is subscribed to the within deed as a party thereto this day appeared before me and acknowledged that he executed and delivered the same as his voluntary act and deed for the purposes therein mentioned. Given under my hand this 10th day of June A.D. 1848

H D Camp J.P.
St Louis Co.

County of St Louis ss. I, Stephen D Barlow Recorder for said County certify that the foregoing deed was filed in my office June 10th 1848 & is truly recorded in Book R. No 4 page 523 & following

11 (Seal) Witness my hand and seal of office at Saint Louis the date last aforesaid. S. D. Barlow Recorder.

Fassew & wife to Deed Slevin

This deed made and entered into this eighth day of November eighteen hundred and forty eight by and between Louis Fassew and Maria Louisa his wife of the city of St Louis and state of Missouri of the first part and Thomas Slevin of the county of St Louis and State of Missouri of the second part witnesseth: that said parties of the first part for and in consideration of the sum of Five hundred and twenty seven dollars to them in hand paid by the said party of the second part receipt whereof is hereby confessed and acknowledged, have bargained sold conveyed and confirmed and by these presents do bargain sell convey and confirm unto the said party of the second part his heirs and assigns forever the following described lot piece or parcel of land in the Town of Carondelet in the County of St Louis and State of Missouri to wit, a lot fronting one hundred and five feet and five inches on the east side of fourth street and running back eastward of that width one hundred & sixty feet and five inches, and bounded on the west by fourth street, on the North by F street, on the South by property belonging to Virginia Lawless, and on the east by the balance of said block, being in block number eighty five and is a part of the same property acquired by Louis Fassew from the Board of Trustees of the town of Carondelet by a deed dated June the first eighteen hundred & forty eight and recorded in the Recorders office of said County of St Louis in Book R No 4 page 323 & following. To have and to hold, the same with all the rights privileges and appurtenances thereunto belonging or in anywise appertaining unto him the said party of the second part his heirs and assigns forever: the said Louis Fassew the said party of the first part hereby covenanting that he heirs executors and administrators will warrant and defend the title to the said premises and every part thereof to him the said party of the second part his heirs and assigns against the lawful claim or claims of all and every person or persons whomsoever. In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first herein written. L. Fassew (Seal)

Done in the presence of Michael Schaller. Maria Lse Fassew (Seal)

State of Missouri } Be it remembered that on this eighth day of
County of St Louis } ss November eighteen hundred and forty eight before me the undersigned a justice of the Peace within and for the County aforesaid came Louis Fasew and Maria Louisa his wife who are both personally known to me to be the persons whose names are subscribed to the foregoing instrument of writing as parties thereto and they acknowledged the same to be their act and deed for the purposes therein mentioned. And the said Maria Louisa having been by me first made acquainted with the contents of said conveyance, acknowledged on an examination separate and apart from her said husband, that she executed the same and relinquished her dower in the real estate therein mentioned freely voluntarily and without compulsion or undue influence of her said husband. Taken and certified the day and year last aforesaid. Michael Schaller Justice of the Peace

County of St Louis ss I, Stephen D Barlow Recorder for said County certify that the foregoing deed was filed for Record in my office November 15th 1848 and is truly recorded in Book H No 4 page 303 & following. (Seal) Given under my hand and official seal the date aforesaid

S. D. Barlow Recorder.

He also read ordinance No. 31 of the Corporation of Carondelet

Ordinance 31 of Carondelet

No 31. An ordinance fixing the mode of making conveyances in accordance with the third and fourth sections of the Charter of Incorporation of the Inhabitants of Carondelet passed Feby 13th 1833 and for other purposes therein specified.

Whereas many of the citizens of the town of Carondelet who have been in possession of and improved their lots have not received deeds for the nor their boundaries to the same established by

Sec 1 any competent tribunal therefore. Be it ordained by the Board of Trustees of the town of Carondelet, that every person who shall have been in possession of a lot in said town and shall have cultivated the same, being an inhabitant and having been so possessed prior to eighteen hundred and thirty two shall be entitled to a deed in fee simple for the same.

" 2 Be it further ordained that all deeds made in obedience to this

13. Ordinance confirmatory of the third and fourth sections of the Corporate Charter, shall conform to the following limits viz; the lots shall be one hundred and fifty feet front, and three hundred feet deep, where the situation will admit of it, and where it will not to conform as nearly as possible.

Sec 3 Be it further ordained, that it shall be the duty of the Chair of the Board, from time to time as the respective claims may be established, to execute deeds in conformity with this ordinance with special warranty against the claim or claims of the Inhabitants of the Town of Carondelet, or any person holding under them, the said deed to be signed by the chairman of the Board and countersigned by the recorder which shall pass a sufficient title.

Sec 4 Be it further ordained that the sum of five dollars be paid to the Chairman of the Board, for the use of said Town in consideration for such lots, which shall cover the costs and charges of executing said conveyance, shall be paid respectively by the persons seeking the same. Provided always that there shall not be more than one hundred and fifty feet by three hundred feet in depth, to any one inhabitant who may be entitled to such deed, and that none other but an inhabitant shall be entitled to the benefit of this act. Passed by the Board of Trustees June 2d 1834

Approved June 2d 1834

Jacob R. Sline Regr P. J. Shoults Chairman

I Michael Chartrand Register of the town of Carondelet do hereby certify that the above is a correct copy of Ordinance No 31 as recorded in the ordinance Book of said Town. Witness my hand this 28th day of November 1849

Michael Chartrand Regr.

He also offered to read the Law of Missouri authorizing the Corporation of Carondelet to convey, the reading of which & also the Law of the United states ceding all vacant lands within that Corporation to the town for School purposes, all which was waived by defendants Counsel. Plaintiffs counsel then introduced the U.S. survey by Brown and Plat by Cozzens. Plaintiff here closed his case. Defendant introduced deed from Carondelet to Mary Robert dated 1851

Know all men by these presents, That the City of Carondelet, pur

14 Carondelet to Deed to M Robert

suant to resolutions of the City Council of said City passed on the twelfth and fourteenth days of November in the year eighteen hundred and fifty one and in consideration of the sum of Five dollars to them in hand paid by Mary Robert of said City, have granted remised released and forever quitclaimed, and do by these presents grant remise release and forever quit claim to the said Mary Robert a lot of ground in said City of Carondelet fronting one hundred and fifty feet on fourth street, and running eastwardly the same width, one hundred and fifty feet all French measure, bounded northwardly by F street, west by fourth street and South and east by balance of the block, being the North west quarter of Block number eighty five (85) as laid down and designated on the plat of said City of Carondelet. To have and to hold the same to the said Mary Robert and to her heirs and assigns forever. This deed is intended to be, and is a pure unqualified and unequivocal, quit claim deed and it is clearly and distinctly understood by said Mary Robert as evidenced by her acceptance of this deed, that nothing herein contained shall invalidate or in any wise affect the ordinances of the City of Carondelet touching the width of streets therein.

(Seal) In testimony whereof in obedience to the resolutions aforesaid the Mayor of said City has hereto signed his name, and the Register of said City has attested the same under the corporate seal of said City this seventeenth day of November in the year eighteen hundred and fifty one James B. Walsh, Mayor

Attest Bernard Poepping Register

State of Missouri } Be it remmembered that on this eighteenth
County of St Louis } day of November in the year eighteen hundred and fifty one appeared James B Walsh who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto, and acknowledged the same to be his act and deed as Mayor of the City of Carondelet for the purposes therein mentioned. Taken and certified the day and year aforesaid. Auguste Gamache Justice of the Peace.

And then introduced Napoleon Franklin who testified that he had known block 85 for 24 years, what is now the North west quarter he has known for the same period. First knew Lemai to be in possession of it, next Turpin who had it about 21 years ago, had it in 1830. There

15

was no parallel cross street at that time. The road passed south of the house and crossed 4th street where the seminary now is, Roads passed upon both sides of the lot, house of Turpe stood in centre of the block, on the eastern part, Road south of it struck about where the Seminary now is. Turpin remained in possession about 21 yrs off & on = 10 or 12 years staid there himself = knew Mary Robert the defendant she is the daughter of Amable Turpin, the lot belonged to the daughter, she lived on the north east quarter, but she had possession of the North west quarter Turpins house stood about the center of this half block. When I returned from Jefferson County Robert had it fenced up. Never knew Fassew to have possession of it. Knew Mercier he had a lot just south of it where seminary now is, south half of the block, Menard was the original settler of south part of the block and Mercier succeeded him had three lots. The house was about midway where the Seminary now is. Never knew Mercier or Uneau to be in possession of the North half, they were in possession of South half of the block. Robert married Mary Turpin about fifteen years
X ago has had continual possession of it until now. In reply to the question has there been a continuous possession he replied Robert has always claimed it. Have rented it part of the time myself. there was a stable on 4th street & some palings. I procured myself a deed from the Corporation of Carondelet for the North west quarter in eighteen hundred and fifty one. Cross examined testified, I am in possession as agent of Robert, that he had no interest in the property. Had bought fifty feet of the North East quarter & had sold it to Mrs Waters giving a warranty deed for it. was not agent at the time it was fenced up became so afterwards, It was done by Squires with whom Robert himself made the bargain, Mary Turpin might have been known as Mary Turpe. Knew no other person by the name of Turpe or Turpen but her family. the name was pronounced differently, they owned two, lots - two half blocks = one the sold to Walsh that is what is now the South half of Block eighty six = Their lots were separated by what is a twelve foot street called E street. Formerly owned one lot = own two lots or half blocks, because they obtained deeds from the town for it = After the survey of the town the lot sued for was never fenced up until the fall of 1849, no one else had any possession of it. North half of Block 85 is the part Mary Turpe of Jean B. Menard. Did not know any body claimed it until Fassew

sued me for taking possession of North East quarter. In reply to
X Query. "Do you not know that Louis Fassew claimed the whole north half." answered I could not know it because I was living in Jefferson County - In reply to the Query "What acts of ownership did Mary Turpe her Father or her husband exercise over the premises sued for from the date of the date of the survey by the town up to Robert fencing it up in 1849. Answer he knew of no acts except that Robert told witness that he claimed it Lot with $12 per year. Re Examined - Mary Turpe is about twenty eight years of age - Menards house was about 75 feet south off present "F" street.

Wit Guion — Mr Guion another witness of defendant - Have known the premises sued for 24 or 25 yrs - Knew Turpin first in possession something like twenty years or more ago - In 1830 Was not living in the City when he left - He was in possession before the survey of the town was made, The old road were a road or street south of Turpin - Struck 4th street North but not very far north of the place where the Seminary now stands. Pigeon owned lot North of Turpin - Pigeon had lived on his lot about 27 or 28 years - Turpins house was about 50 feet south of F street as it is now. - dont recollect that Franklin ever lived on the disputed premises = Knew Mercier, who in old times lived on lot south of Turpis, there was a road or street between Turps & Merciers Lot, - Neither Mercier or Uneau ever lived on this lot, but Mercier lived south of Turpe There was no street between Merciers & Pigeons Lot - Lot sued for was vacant ten years ago.
X Cross Examined - Turpes house was on third street - he fenced small piece Turpe had fenced on third street with posts set to 4th since the survey by the town, never knew the Turpes & Robert to own or claim two half Blocks separated by a street, they had only one lot or half block By the survey the streets were run further North than they were before & consequently what was now the North half of Block eighty five was the south half of block 86 - Never knew Fa[illegible] or Uneau to claim this half block —

Desnoyer — Frank Desnoyers another witness of defendant testified that he knew Roberts Lot - he had had possession of it himself - he bought of Menard & he sold it to Lemai & Lemai to Mary Turpe - and to save expense Jean B Menard gave the deed direct to Mary Turpe, never having made a deed to witness, never knew that he had but one half block or lot -

17 Cant tell when Menard first took posession – it was however about 5 or 6 years before survey of the town & was then vacant land – There never was any cultivation or posession prior to 1803 of any of the blocks west of 3d st – It was some 26 or 28 years ago that Menard took posession – knew Mercier – There was a road between Merciers & Turpins Lot, F street is about 60 feet north of where Turpins ~~house~~ house was – may be more – Lot North of and adjoining Turpes Lot was Pigeons, lot – knew no one except Turpe and his daughter & Franklin ever to be in posession of this lot

Cross Examined – Turpe had a half block so did Mercier & so did Pigeon – Since the survey I dont know who was in posession – It was vacant Land – The house and improvements wasted away – Can state no acts of ownership by Turpe or persons for her since the survey – dont know

13 who claimed it – never knew that Turpans had more than one lot – were two Menards, one north and one south of the road – Menard built the house and Turpen bought it – the other half Menard sold to Lamair and Lamair to me and I to Mary Turpe – Defendant then closed his case – and

Witness Courtois Joseph Courtois was called by plaintiff – he testified that he knew Mary Turpen lot – has lived about 46 years in Carondalet – a great portion of the time on the adjoining lot to the one in dispute Viz: on south half of block 85 – the survey of the town was in 1832 – the survey threw the Street much further north than they were – Yet all received the same quantity of ground as before – thus the south half of block 85 formerly occupied by Mercier was taken possession of by witness – To Mercier in lieu was assigned north half of Block 85 – Turpen had in lieu of north half of Block 85 – south half of Block 86 – Pigeon who had occupied it giving it up and taking north half of same Block – never heard that this survey was disputed although it being made was notorious to all the parties – Tassen in 33 or 34 took possession of North half of Block 85 having bought it of Mreau's Mother – he caused it to be surveyed and marked the corners of his lot with picketts – have always understood that he claimed possession – Never knew since the survey Mary

Turpen claiming it - Never knew that Mary Turpen had more than one half block - that she had acquired of Jean Bellenard and that she received north of the road - witness was then interrogated whether Mary Turpen and Mary Turpen were different persons - when defendants counsel admitted their identity - never knew any of the parties whose lots disturbed in their possession except in the present purchase. Cross examined - Mary Turpe married Louis Robert - She was a child in 33 or 34 The house of Turpe was on what is now 1 Block 85 a little north of the middle of the 1 Block. Plaintiff then offered to read in evidence the following deed to wit:

Unean to Fassue

"Know all men by these presents that Gabriel Unean Sr. of Carondelet County of St Louis in the State of Missouri in consideration of the sum of twenty five Dollars. legal money of the United States to me in hand ~~paid~~ well and truly paid by Louis Fassue of the same County and State aforesaid. the receipt whereof is hereby acknowledge and of which he is hereby exonerated and of every part thereof for ever discharged have sold transfered granted and made over and by these presents forever do sell transfer grant and make over unto him the said Louis Fassue his heirs and assigns a certain lot of Ground lying and being situated in the ~~City~~ Village of Carondelet bounded as follows to wit: on the north by a cross street on the west by fourth Street on the south by a lot belonging actually to Joseph Courtois and on the east by third street. it being the north east and west quarters of 1 Block 85 containing one hundred and fifty feet in front by three hundred feet in depth (french measure) To have and to hold the same with all the privileges and appurtenances thereof to him the said Louis Fassue his heirs and assigns and be of forever and I the said Gabriel Unean Sr. for myself my heirs executors an

for myself my heirs executors and administrators do covenant with the said Louis Fassue his heirs and assigns that I am lawfully seized in fee of the premises. that they are free of incumberances and I will warrant the same against the claims and demands of all persons or persons whatsoever in testimony whereof I the said Gabriel Unean have hereunto set my hand and seal the twenty fourth day of November one thousand eight hundred and thirty four

Signed Sealed and delivered in presence of
G f Guye
Peter D Barada

For my son Gabriel Unean who is not able to sign by sickness and for which I am security for the sale of the above mentioned ~~property~~ lot on returning the same sum of money
Margaret her + mark Unean (Seal)

State of Missouri
County of St Louis } ss

Be it remembered that on this twenty fourth day of November in the year of our Lord one thousand Eight hundred thirty four Before me one of the Justice of the Peace within and for the County aforesaid appeared Margaret Unean who is personally known to me to be the person whose name is subscribed to the foregoing instrument of writing as having executed the same and acknowledged the said instrument to be her act and deed for the purposes therein mentioned Taken and Certified the day and year aforesaid
Peter D Barada J P
" " "

20. Plaintiff then read in evidence the following papers

Deed Menard & wife to Mary Turpe

This indenture made and concluded this nineteenth day of July in the year of our Lord Eighteen hundred and thirty by & between Jean Baptiste Ménard & Celeste his wife of the County of St Louis and State of Missouri of the one part and Mary Turpe of the County and State aforesaid of the of the other part Witnesseth that for and in consideration of the sum of fifty five dollars to them in hand paid at & before the delivery of these presents by her the said Mary Turpe the receipt whereof is hereby acknowledged and of every part or parcel thereof they do hereby acquit & forever discharge her the said Mary Turpe her heirs or assigns forever have given granted bargained and sold and by these presents do give grant bargain and sell make over and convey unto her the said Mary Turpe her heirs or assigns forever a certain town or village lot lying and being situate in the village of Carondellette in the County aforesaid and bounded as follows North by lot of Jeasant Pigeon, South by the lot of Abram Mercier or a cross street East by a street dividing said lot from the lot of Madam Vincent and West by the street dividing said lot from the lot of Joseph Guinn and being one hundred and fifty feet in front by three hundred in the rear more or less to have and to hold the aforesaid granted and bargained premises to the alone proper use & behoof of her the said Mary Turpe her heirs & assigns forever And the said Jean Baptiste Ménard & Celeste his wife do covenant & agree to quit claim the same to the said Mary Turpe her heirs heirs and assigns forever In testimony whereof the said Jean Baptiste Menard and Celeste his wife have hereunto set their hands and affixed their seals

21. the day and year first above written.

Jean Baptiste his X mark Menard (Seal)
Celeste her X mark Menard (Seal)

Signed Sealed and delivered in presence of Henry Drurge, C. Bowles -

State of Missouri County of St Louis ss. Be it remembered that on this nineteenth day of July in the year of our Lord eighteen hundred & thirty before me a Justice of the Peace within and for the County aforesaid personally came Jean Baptiste Menard and Celeste his wife both personally known to me to be the persons whose names are subscribed to the foregoing instrument of writing as having executed the same and severally acknowledged the same to be their act and deed for the purposes therein mentioned. She the said Celeste being by me first made acquainted with the contents thereof & examined seperate and apart from her husband whether she executed said deed & relinquishes her dower to the lands and tenements therein mentioned voluntarily freely and without compulsion or undue influence of her said husband acknowledged and declared that she executed said deed and relinquishes her dower in the said lands & tenements therein mentioned voluntarily freely & without compulsion of her said husband Taken and certified this day & year aforesaid

C. Bowles J. Peace

Recorded 22d July 1830. Archibald Gamble Recorder.

State of Missouri
County of St Louis ss. I, the undersigned Recorder in and for said County certify the foregoing to be a true Copy of an instrument of writing, the certificate of acknowledgment & of the date of recording thereof as fully as the same remains of Record in my office

22 in Book 2 page 77. Seal Witness my hand and official Seal at St Louis this 1st day of December 1852. S. L. Barlow Recorder

Deed C. of Carondelet to Jurpe.

This Indenture Made this the Seventh day of July in the year of our Lord one thousand eight hundred and thirty four between Peter J. Shoults Chairman of the Board of Trustees within and for the town of Carondelet in the County of St Louis and State of Missouri by virtue of authority to conferred on me by an act of the Legislature passed the thirteenth day of February in the year Eigateen hundred and thirty three authorizing the Corporation of Carondelet to sell and convey certain lots of ground of the first part and Mary Jurpe of the second part Witnesseth that the said Peter J. Shoults for and in consideration of the sum of five dollars - cents unto him well and truly paid according to the condition of ordinance No 31 thirty one passed second day of June in the year of our Lord eighteen hundred and thirty four by Mary Jurpe of the second part at and before the Sealing and delivery hereof the receipt whereof is hereby acknowledged hath granted bargained sold and conveyed and by these presents do grant bargain sell and convey unto the said Mary Jurpe her heirs and assigns a certain lot, messuage or parcel of ground situated lying and being in the town of Carondelet aforesaid known and designated on the plat of survey of said town as lot number 86 the S. E. & S. W. quarter containing 150 feet front by 300 feet deep and bounded as follows to wit South by F. Street West by Fourth Street East by of third Street and North of balance of same square it being the same piece or parcel of ground first improved by Jean Baptiste Menard previous to the year 1832 To have and to hold the said Messuage lot or

parcel of ground hereby granted or mentioned or intended so to be with the appurtenances thereunto belonging unto the said Mary Turpe her heirs and assigns to the only proper use and behoof of the said Mary Turpe her heirs and assigns in fee simple forever and the said Peter. I. Shoults Chairman of the Board of trustees aforesaid by right of authority in me vested according to the above recited act of the Legislature doth covenant and promise to and with the said Mary Turpe her heirs and assigns by these presents that he the said Peter I. Shoults Chairman to the said above described messuage lot or parcel of ground hereby granted or mentioned or intended so to be with the appurtenances unto the said Mary Turpe her heirs and assigns against the claims of the inhabitants of said town of Carondelet and against any person or persons claiming under them or howsoever shall and will warrant and forever defend by these presents. In testimony whereof I Peter I Shoults Chairman of the Board of Trustees for the Town of Carondelet aforesaid by virtue of authority in me vested have caused the Seal of the Corporation of Carondelet aforesaid to be hereunto affixed and signed the same with my own proper hand the day and year above written the erasures and interlineations made previous to the signing and acknowledging of this deed. P. I. Shoults Chairman

Jacob R. Stine Regr.

State of Missouri
County of St Louis ss. Be it remembered that on the Seventh day of July in the year of our Lord Eighteen hundred and thirty four before me one of the Justices of the Peace within and for the County aforesaid appeared P. I. Shoults who is personally known to me to be the

24. person whose name is subscribed to the foregoing instrument of writing as having executed the same and acknowledged the said instrument to be his act and deed for the purposes therein expressed.
Taken and certified the day and year aforesaid
Peter. L. Barada Justice of the Peace
Recorded 14th October 1844 the words "the sale of lots in the town of Carondelet on the" between the words condition of & ordinance" in the 7th line of this Record are stricken out in the original and the words "Ordinance No 31 thirty one" are interlined in their place.
Archibald Gamble Recorder

State of Missouri
County of St Louis } ss. I, the undersigned Recorder in and for said County certify that the foregoing is a true & correct copy of an instrument of writing and of the certificate of acknowledgment and also of the date of Recording thereof as fully as the same remains of Record in my office in Book U Page 66.
Witness my hand and official seal this the 1st day of December 1852.
S. L. Barlow Recorder.

Petition of Minal & Turpin

To the Hon: County Court of St Louis County
The undersigned represents that he is guardian of his infant daughter Mary Turpin. His ward is the owner of the following described property to wit: Lot No 86 the S. E. & S. W. quarter containing 150 feet front by 300 feet deep bounded South of F. Street W of 4th Street E of 3rd Street N of balance of same square it being the piece of ground first improved by J. B. Menard and granted to Mary Turpin by the Corporation of the Town of Carondelet by ~~deed~~ deed dated 7th July 1844 & Recorded in the Recorders office of St Louis County Book U

pp 66 and following & same lot purchased of S. B. Menard trustee by deed dated the 19th July 1830 recorded in Book D p. 77. He prays this Court to authorize him to sell said lot & appurtenances for the support & education of his Ward.

Amable Papin by Primm his attorney

Filed 4th May 1835 Henry Chouteau Clerk.

State of Missouri }
County of St Louis } ss. At a County Court begun and held at the City of St Louis within and for the County of St Louis in the State of Missouri on the first Monday of May in the year of our Lord Eighteen hundred and thirty five it being the fourth day of said month of May Were Present Mary P. Leduc Esquire Presiding Justice and Caleb Bowles Esquire Justice James Brotherton Sheriff Henry Chouteau Clerk

Amable Turpin Gdn of }
Mary Turpin alias Turpé } Order of Sale

Upon the petition of Amable Turpin Guardian of Mary Turpin alias Turpe praying the Court to authorize him to sell a lot of ground belonging to said infant for her support and education; and it appearing to the satisfaction of the Court that it is expedient and necessary to sell the said lot of ground mentioned in the petition of said guardian to procure means with which to educate the said infant, and upon due consideration had of the premises it is considered ordered and decreed by the Court that after the said Guardian shall have had the lot of ground herein after described, appraised by three disinterested householders of the neighbourhood of said lot who shall be sworn justly truly and to the best of their abilities to appraise the same the said Guardian do sale at private sale for not less than three

fourths of its appraised value, the lot of ground in said petition mentioned to wit: Lot number Eighty Six the South east and South west quartens containing one hundred and fifty feet front by three hundred feet deep bounded South of F. Street West of Fourth Street East of Third Street North of balance of same square it being the piece of ground first improved by J. B. Menard and granted to Mary Turpe by the Corporation of the Town of Carondelet by deed dated Seventh July 1834 and recorded in the Recorders office of St Louis County Book U page 66 and following and the same lot purchased of J. B. Menard and wife by deed dated Nineteenth July 1830 recorded in Book D page Seventy Seven — And it is ordered by this Court that the said Guardian make report of his ~~report~~ proceedings herein at the next term of this Court.

State of Missouri
County of St Louis } I, William F. Ferguson Clerk of the Probate Court of Saint Louis County in the State of Missouri certify that the foregoing is a true copy of the petition of Amable Turpin Guardian of Mary Turpe for the sale of land as the same now remains on file in the office of the Judge of Probate of the County of St Louis and a true copy of the order for the sale of the land of Mary Turpin alias Turpe as the same now remains amongst the records of said Court of Record in the office of the Judge of Probate aforesaid. (Seal) In Testimony whereof I hereto set my hand and affix the seal of the Probate Court of the County of Saint Louis at office in said County this Second day of December in the year of our Lord one thousand Eight hundred and fifty two William F. Ferguson Clerk

27.
Deed
Dubé
to
Walsh &c

We also offered to read the following deed.

This deed Made this fourteenth day of February in the year Eighteen hundred and thirty Seven between Augustus Dubé and Marieanne his wife of the City and County of St Louis in the State of Missouri of the first part and Joseph W. Walsh Peter O'Rourke and Patrick Walsh all 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 three hundred dollars to them in hand paid by the said party of the Second part the receipt whereof is hereby acknowledged have granted bargained and Sold and by these presents do grant bargain and Sell convey and confirm to the said party of the Second part their heirs and assigns forever a certain lot piece or parcel of ground situate lying and being in the Town of Carondelet in said County of St Louis known and designated in the plat or Survey of said Town as the South east and South West quarters of lot or block number Eighty Six (86) containing one hundred and fifty feet front on third and fourth Streets by three hundred feet deep and bounded as follows to wit: East by Third Street, South by F. Street, West by Fourth Street and North by the balance of said lot or Block said to be of Hyacinth Pigeon the said lot hereby conveyed being the Same first improved by Jean Baptiste Menard and by him and Celiste his Wife conveyed to Mary Turpin by deed of Nineteenth July Eighteen hundred and thirty recorded in Book D page 77 Seventy Seven and afterwards conveyed to Said Mary Turpin by the Name of Mary Turpé by the Corporation of Carondelet by deed of Seventh of July Eighteen hundred and thirty four Recorded Book W page (66)

28. Sixty Six and afterwards conveyed to Auguste Dube by Amable Turpin Guardian of Mary Turpin alias Turpe under an order of sale made at the May Term of the St Louis County Court for the year Eighteen hundred and thirty five which said deed is dated the third day of October eighteen hundred and thirty five - To have and to hold the said premises with all the privileges and appurtenances thereunto belonging or in any wise appertaining unto them the said party of the second part and to their heirs and assigns forever. The said Auguste Dube and Marianne his wife hereby covenanting that they their heirs executors and administrators will warrant and defend the title to the said premises and every part and parcel thereof to the said Joseph W Walsh John O Rourke and Patrick Walsh and to their heirs and assigns forever against the claim or claims of all and every person or persons claiming or to claim said premises or any part thereof. In witness whereof the said Augustin Dube and Marianne his wife have hereunto set their hands and seals the day and year first aforesaid

A Dube (Seal)

Marianne her X mark Dube (Seal)

Done of presence of

State of Missouri }
County of St Louis } ss Be it remembered that on this Sixteenth day of February eighteen hundred and thirty seven before me D Hough a justice of the peace within and for the County aforesaid appeared Augustin Dube and Marianne his wife both personally known to me to be the persons whose names are subscribed to the foregoing instrument of writing as parties thereto and severally acknowledged the said instrument to be his act and deed for the purposes therein mentioned. She the said Marianne being by me made acquainted with the contents of

29. said Conveyance acknowledged on an examination apart from her husband that she executed the same and relinquishes her dower in the real estate therein mentioned freely and without compulsion or undue influence of her said husband

Daniel Hough Justice of the Peace
County of St Louis

Filed for record February 21st 1837 Recorded April 3d 1837

Jno Ruland Recorder

State of Missouri
County of St Louis } ss I the undersigned Recorder for said County Certify that the foregoing is a full & complete Copy of an instrument of writing and of the certificate of acknowledgement and date of filing & recording thereto as fully as the same remains of Record in my office in Book Z page 377

Witness my hand & official seal this 2nd day of December 1852

Seal

S D Barlow Recorder

but the defendants counsel objecting Court sustained the objection & plaintiff excepted.

Under an agreement entered into between Counsel at the calling of the cause it was admitted that William H. Ogens a Surveyor had in 1848 surveyed for Louis Fassen the North east quarter of Block eighty five subdivising it into lots & marking the ~~lots~~ corners of the several lots a copy of which Survey was filed in the Recorders office on 15th July 1848.

Plaintiff here closed his case & defendant then called Joseph Roy who testified he knew the premises in dispute. He had occupied the same two years ago in the house of Mary Trespe

30. Cross Examined. At the time Joseph W. Walsh claimed it. don't know that Mary Turpin claimed It was in Block South of St. Paul that the house was. I rented it of Walsh who claimed it. Walsh the owner of the lot North of the Street. Walsh did not claim the ground on which the house stood but only the building. He said that the ground belonged to Louis Fassen — about twelve years ago it belonged to Turpin. Walsh subsequently sold ~~to~~ the materials of the house my brother in law.

And this was all the evidence offered — The Court then gave the following decision in writing:

Decision of Court.

This case was tried before the Court without a Jury and the Court doth find. That the deed from Abram Mercier to Gabriel Uneau from Gabriel Uneau to Louis Fassen dated June 4th 1847 the deed signed by Hamilton Richan Chairman of the Board of Trustees of the town of Carondelet to Louis Fassen and from Louis Fassen were duly executed by the parties purporting to execute the same. That ordinance No 31 is duly proved. That the ~~City~~ deed from the City of Carondelet to Mary Robert from J. B. Menard to Mary Turpe & from Peter. J. Shaulty Chairman to Mary Turpe ~~& from~~ were duly executed as they purport to be by the parties thereto. And the Court doth further find that the defendant Louis Robert and those under whom he claims have been in the adverse possession of the lot of ground sued for claiming it as their own for more than twenty years before the commencement of this Suit. And thereupon the Court declares that the plaintiff is not entitled to recover. —

To which the plaintiff then and there excepted

31.

And upon the ——— the plaintiff filed a motion for a review.

Motion for review.

Filed December 13th 1852.

Plaintiff by Garuchi his attorneys asks for a review of the decision of the Court in this cause so far as the Court decides that the defendants have had twenty years continuous adverse possession and asks the Court to pass upon —

First because it is clearly proven by the evidence and admitted by the defendants that there was no settlement prior to 1803 of the premises in dispute and consequently the title was in 1831 in the town of Carondelet — that as the settlement of the parties under whom defendants claim was in 22 or 25 there was no limitation then accrued against the town

That because it was proven that in 1831 or 1832 the town caused Survey to be made of the premises & marked as per its Survey the boundaries of the premises in dispute that defendants did not oppose or interfere with said Survey it was such an act of ownership as destroyed the then accruing limitation and by the defendants Mary Turpe accepting of the South ~~of~~ half of Block 86 she expressly authorized the Survey —

That in 1828 Louis Tassin after he had bought from Union again caused it to be Surveyed and had his corners marked by pickets.

That no witness except Paul Franklin ever proved any possession by defendants or either of them of lot sued for from the period of the City Survey until they took possession thereof about 1850 & the testimony of this witness is not to be relied upon he himself acknowledging he could state no acts of ownership by defendants or either of them of the premises

32 in dispute since the Survey by the City—
Because the evidence showed that in 1848, Fassen under whom Plaintiff claims in 1848 caused the lot to be Surveyed Subdivided & Sold— that he marked and caused a plat of his subdivision to be filed in the office of the Recorder of deeds & that this Survey was made without any molestation or hindrance on the part of defendants or either of them.
That the evidence of these three Surveys by the Town & by Fassen are evidence that the adverse possession was not continuous & is cumulative of the proof of all the witnesses that the land was vacant though there was general notoriety that by Fassen— these Surveys had been made & a like notoriety that he claimed the premises in dispute & was in possession of them. That it was not continuous is also proved by the testimony of Joseph Roy defendants witness who established that the house owned by Turpe & which by the Survey had been thrown South instead of North of the cross St or road. He rented about 8 or 10 years ago. That he rented it of Mr. Walsh (to whom according to the testimony of Paul Franklin the South half of Block 86 was sold, that Walsh did not claim the ground but only the house & he Walsh subsequently sold the materials of the house to witness brother-in-law— that as witness understood among others from Mr. Walsh the ground belonged to Fassen.
Plaintiff asks the Court to find these facts & declare the law applicable to them— also to find that the defendants received their full portion of the ground under the new Survey & by the titles introduced by plaintiff respecting South half of block eighty six defendants assented to & recognised the Survey by the town.

33. That defendants claiming title under the town are estopped by the recitals in the deed of the town to Louis Fassen

The plaintiffs further say that the Court erred in excluding the first deed of Unean to Fassen made by Unean's mother for her son.

The plaintiff therefore ask a new trial

A P & P. B. Garesche

Pltff's attorney

which Motion the Court on the 10th day of Feb 1853 overruled, to the overruling of which the plaintiff then and there excepted. And files this his bill of exceptions and asks ~~the Court~~ that the same may be signed and sealed and made part of the record which is done

Samuel Treat Judge

State of Missouri
County of St Louis Ss. I Charles W. Hicks Clerk of the St Louis Court of Common Pleas in and for said County certify the foregoing to be a full and correct Transcript of the record and proceedings in the case of Thomas Slevin plaintiff against Louis Robert & wife as the same remain in my office

In Testimony whereof I hereto set my hand and affix the seal of said Court at office in St Louis this 10th March A. D. 1853

C. W. Hicks Clerk

Index

Petition	Page	1.
Summons. Shff's Return – Robert ~~& wife~~ Made defts & leave to answer & answer	"	2.
Amended answer	"	3.
Mary Robert made defendant. Judgment	"	5
Extension of time to file motion for review	"	6
New trial refused	"	6
Bill of Exceptions	"	6
Deed of Mercier to Unean	"	6
Deed of Unean to Fassen	"	8
" of Inhabs of Carondelet to Fassen	"	9
" Fassen & wife to Slevin	"	11
Ordinance 31.	"	12.
Carondelet to Robert	"	14.
Witnesses Guion & Desnoyer	"	16
Witness Joseph Courtois	"	17
Deed Unean to Fassen	"	18.
" Menard & wife to Mary Tuerpe	"	20
" Carondelet to Tuerpe	"	22.
Petition of Amable Turpin	"	24.
Deed of Dubé to Walsh	"	27.
Decision of Court.	"	30
Motion for Review	"	31

(21) 90

March. T. 1853

Thomas Slevin
Plff. in Error

à E Transcript

Louis Robert & wife
Depts in Error

Error to Com. Pleas

Filed 11th March 1853
Wm L Glanville
Clk

$13.50 paid P. B. Gareschi

~~Thomas~~ Thomas Slevin
v
Louis & Mary Robert
error &

Supreme Court
Mar. T. 1853

Defendants join in

Whittelsey
Counsel for Defts & Appees

90

Thomas Slevin

vs

Louis Robert &
Mary Robert

Joinder in Error
Whittelsey p. d

Filed 25th March 1853
Wm L Glanville
Clerk

Thomas Slevin plaintiff
vs
Louis Robert & wife defendants

In the Supreme Court of the State of Missouri at St Louis

Plaintiff by Garesche his Attorneys declares there was error in the proceedings of the Court below in this:

That the Court found for the defendants that they had had more than twenty years adverse possession =

That the Court when finding the adverse possession failed to find whether it was ~~adverse~~ continuous or not =

That the Court failed to declare that both parties claiming under the town, defendants were estopped to deny the recitals in the deeds contained first of the town of Carondelet to Mary Tuerpe = 2nd of the town of Carondelet to Louis Hassen

~~That the Court sho erred in overruling plaintiff's motion~~

That the Court erred in excluding the deed of Lineau's Mother to Hassen, ~~after~~ as it being evidence ~~not that~~ ~~and the~~ of the precise date ~~of that of the~~ when possession was taken by Hassen, ~~as~~ the witness Courtois proving such change of possession to have taken place under it =

That the Court erred in overruling the motion for a review

That the Court should have found for the ~~defendants~~ plaintiff =

And for these & other reasons plaintiff asks a reversal of the judgment below & for a judgment ~~for them~~ in his favor, because defendants are estopped to deny his title

A S & S B Garesche
Pltff's Attys

90

Thomas Levin
vs
Louis Roberts wife

Assignment of errors

Filed 29th March 1853
Wm. T. Glanville Clerk.

Thomas Slevin Pltff in Error
vs
Louis Robert and
Mary his wife Deft in Error

Supreme Court
Mar. T. 1853
Error to St Louis C. Pleas

Mary Duerpe, now the wife of the defendant Louis Robert, owned a lot in Carondelet, and had possession of the same for more than twenty years prior to the commencement of this suit, and prior to August 1832, the date of the incorporation of the town by the County Court. An Ordinance of the town provided that any person being an inhabitant of the town prior to August 1832, who inhabited cultivated or possessed any lot, within the town, should be entitled to a deed from the town for such lot. The ordinance also made it the duty of the Chairman of the Board of Trustees from time to time as the claims might be established to execute deeds in conformity with the ordinance. A deed was executed by the chairman of the Board, to Louis Papin under whom the plaintiff claims, dated June 1, 1848. A deed was afterward dated Nov 17, 1851 made by the City of Carondelet, to the defendant Mary Robert, for the same lot, being the N. W. qr Blk. 88. The lot had been conveyed to her by J. B. Renard by deed dated July 19, 1830, and the possession had always followed the deed.

The plaintiff claimed a possession in One Ab. Mercier prior to 1832, and deeds to Papin. Upon this a deed was made by the Town to Papin.

Upon the trial the court found, that Mercier did not cultivate and possess the lot sued for prior to 1832, and also found an adverse possession in the defendants for more than twenty years. and found also the facts of the conveyances on both sides, and gave judgment for the defendant.

Upon this state of facts the counsel for defendants, present the following argument. The finding of the court below (which it is presumed this court will not review) presents but two points,

1°. As to the effect of the respective deeds from the Town to the plaintiff and defendant, i.e. can the defendant holding by deed, show that the deed under which plaintiff claims was wrongly issued, and unsupported by any sufficient authority for its execution.

2°. Was the defence of the statute of limitations, available in bar of the plaintiffs claim.

1° The effect of the deeds. The plaintiff produced a deed from the Town; had the defendants been mere strangers, claiming no title under the Town, it would not concern them at all whether the deed was rightfully executed or no, as it would be a matter perfectly immaterial, what might be the equities, between the Town & Fapeu. But in this case, the defendants proved themselves the parties benefitted and intended by Ord. No 31. and that the plaintiffs could not claim under that Ord. They made out their own claim and rebutted that of the ~~defendants~~ plaintiff, and brought themselves fully within the rule, which allows a party to contest a patent or confirmation, by showing a title from the same source, & showed themselves fully within the exception referred to in the case of Swatz v Page 13. Mo R. 603, 611. Groom v Hill 9 Mo 323 Perry v O'Hanlon 11 Mo R 585. McArthur v Browder 4 Wheat R. 488

The defendants proved on the trial, that the chairman of the Board of Trustees, had no authority to issue the deed to Fapeu, by proving, that he and those under whom he claimed, did not cultivate and possess the same prior to 1832, and consequently that the deed was void, being made without authority of any Ordinance. It was the act of an agent, acting without authority.

2° The court found, the adverse possession for twenty years as set up in the answer, in favor of defendant. But the plaintiff contend that having accepted a deed from the Town, that the defendants could no longer rely on the bar of the statute, although the time had elapsed before the date of the defendants deed. Defendants counsel, contend, that they had a right to prescribe against the plaintiff, Carondelet and the world. They entered under a deed granting in fee. They had a right to prescribe under Ordinance No 31. They could deny the title of Carondelet, as soon as they obtained a deed, and could have denied, had they never taken a deed.

Macklot v Dubreuil 9 Mo R. 477. Blights Lessee v Rochester 7 Wheat. R. 735. 4 Pet R. 506. Watkins v Holman 16 Pet. R. 25. Williams v Watkins 3 Pet R. 43. Tellers Brown v King 5 Met. R 173 Sumner v Stephens 6 Met. R 337

Lepee v Eckert 4 How R. 295.

The defendants never recognized the title of plaintiff nor of Carmelet, except by taking the deed from the city. They bought, and took a full warranty deed in fee, and under that have possessed for twenty years. There was never any contract made with the city, no tenancy, no acknowledgment of title whatever. It might well be implied after the lapse of time, that the defendants entered under a complete grant from the city or town.

The defendants have brought themselves fully within the protection of the statute.

Whittelsey
Counsel for Defts.

Ap 5. 1853.

Thomas Slevin

vs

Louis Robert & Wife

Brief
Whittlesey
Counsel for Defts.

Thomas Slevin plaintiff
vs
Louis Robert & Mary his wife defendants

In the Supreme Court of the State of Missouri at St Louis —

Statement of the cause.

This was a suit instituted by plaintiff against defendants to recover a piece of ground in the City of Carondelet, part of the North West quarter of Block 85 = this portion of the block is bounded North by a cross street called F street separating it from lot of Walsh (claiming under Mary Tuerpe) in Block 86, West by 4th st and South by lot where the Seminary now is built.

It is admitted that by the evidence it is established that prior to 1803 there was no cultivation or possession of any of the lots now parts of Blocks 85 & 86, that the original title to these blocks was in the town of Carondelet, that no Spanish Survey was ever made of the town & consequently its streets and blocks never exactly located until in 1832 the Survey of the town was made. That by this Survey location of F street was made about a half block further North than it had been supposed to run, so that bonding block 85 on the North, what was supposed to be the South half of Block 86 became North half of Block 85 & South half of Block 86 the North half of same block. The Town caused its Survey to be designated by pickets placed at the corners of the streets. The Survey was notorious and no evidence was introduced to show that the parties disturbed in their possessions ever objected to it. It is further admitted that at time of the Survey Uneau owned a half block bounded North by a cross road or street separating it from lot of Mary Tuerpe (who claimed under Mo Bettenard) South by a lot of Courtois = That Mary Tuerpe had a half block bounded South by cross street separating her from Uneau (who claimed under Mercier) North by half block of Pigeon. That after the Survey the town acting under the presumption of its ownership and authorised by an act of the Legislature passed ordinance No 31 authorising deeds to be made to the ~~parties of~~ in possession to confirm their titles and accordingly deeds according to the new Survey were made to Courtois, Hassen, Turpe and Menard for lots they had held, but in fact locating these lots a ~~fr~~ half block further North than they really were. And except in the present instance

It is not known that any body was disturbed in their new possession. It is further admitted that Mary Tuerpe or Turpin is the same person, that she is now the wife of Louis Robert the plaintiff, and being about 28 years old was in 1833 or 4 but a mere child.

With these admitted facts premised and which we need not repeat we proceed to the details of the trial.

Plaintiff produced a deed from ellercier to Uncan 26th Jany 1831 = from Uncan to Hassen (firstly a deed of the ellother of Uncan acting as his guardian 26th Jany 1831 (excluded by the Court and next) by a deed of 4th June 1847 = Nexthy a deed of the town of Barundelet to Hassen dated 12th June 1848 finally by a deed of Hassen & wife to Thomas Devin 8th Nov 1848

Defendant who also claimed title, in addition pleaded that he & those under whom he claimed had had adverse possession of the premises for more than twenty years =

On the trial he introduced in evidence a deed from the town of Barundelet to Mary Robert dated 13 Nov 1851 = for North West quarter Block 85 = the deed reciting that it was made pursuant to certain resolutions passed 12th & 14 Nov 1851

He also introduced in support of his plea of limitation witnesses who in substance testified as follows:

Napoleon Franklin. Had known the premises for very many years John B Menard first settled upon the premises in dispute in 1827 or 1828. Never knew Uncan or Hassen to be in possession of it, but knew that plaintiffs always claimed it. They had it at least 21 years ago in 1830 = have lived on it myself some 10 or 12 years. It was I who obtained from the corporation of the town of Barundelet the deed to defendant here read in evidence. It was vacant when in 1849 Robert had it fenced up. Their house was on the Eastern part of the half block about midway of it & about 75 ft south of where 7th street now is. They owned two half blocks separated by 7th = one the North half was subsequently sold to Walch. They owned two half blocks because they obtained deeds from the town for them. After the survey by the town the lot never was fenced up until in 1849. The North half of Block 85 is part acquired by Mary Tuerpe of John B Menard.

In reply to query "Do you not know that Louis Hassen always claimed the North half?" Answered I could not know it, as I

was living in Jefferson County." To the question "What acts of ownership did Mary Turpe her Father or her husband exercise over the premises ~~in dispute~~ sued for from the date of the Survey by the town up to Robert's fencing it up in 1849" Answered "He knew of none except that Robert told witness he claimed it = Lot worth about two Dollars per annum = Mr Guion another witness for defendant testified that he had known the premises about 24 or 25 yrs = knew Turpin first in possession about 20 years ago. The house was on Eastern portion about 50 ft South of Fst = Never knew Mercier or Uneau to live upon the lot. The disputed premises were vacant ten years ago.

Cross Exd = Never knew Turpin or Robert to claim ~~more than one~~ two half blocks, separated by a street = they owned only one lot or half block.

Frank Desnoyers another witness for defendant testified that he knew Robert or Turpin lot, had had possession of it himself. Had bought it of John B Menard, sold it to Lemai, by whom it was sold to Mary Turpe & Menard never having given a deed ~~gave~~ made it, to save expense, to Mary Turpe directly = Never knew Mary Turpe to have more than one half block = Cant tell when Menard first took possession but it was about 5 or 6 years before the Survey by the town. Knew Mercier he owned the lot South of the lots of Mercier (Hassen or Devin) and Robert (Turpe) were separated by a cross st =

Cross Exd = Turpe, Pigeon, & Mercier each had a half block = Since Survey dont know who had possession of the disputed premises. It was vacant land, the improvements wasted away = Can state no acts of ownership by Turpe or persons for her since the Survey = Dont know who claimed it = Never knew Turpe to have but one lot or half block. ~~Defen~~ This being all the testimony offered by defendants, plaintiff called Joseph Courtois = Who testified in substance that he knew Mary Turpe lot = He had lived about 46 years in Carondelet & a great portion of the time on lot adjoining to the one in dispute. The Survey of the town threw the lot in dispute much further North than before, but all received the same quantity of ground & the South half of Block 85 was taken possession of by witness. Mercier in lieu got North half of Block 85, Turpin in lieu, the South half of Block 86, Pigeon who had occupied it giving it up & taking North half of same block. Hassen in 33 or 34 took possession of the lot after having bought it of Uneau's Mother. He caused it to be surveyed, marked the corner of the lot with pickets. Have

always understood that he claimed possession. Never knew, since the Survey Turpe to claim it. Never knew that she had more than one half block & which she had acquired of John Bellenard & that she received North of the street. Never knew any of the parties to be disturbed in their possession except in the present instance.

Plaintiff read deed dated 19th July 1830 of John Bellenard & wife to Mary Turpe for a lot in village of Carondelet = bounded North by lot of Teasant Pigeon South by lot of Abram Mercier or a cross st, East by &c =

Next deed of town of Carondelet to Mary Turpe 7th July 34 ~~in pursu~~ made in pursuance of ordinance No 31 = for a lot known on plat of Survey of the town as lot 86 the S.E & S. W qrs contg 150 ft front bounded South by Fst = East &c and being same first improved by John Bellenard previous to 1832

Next petition of Amable Turpin as guardian of Mary Turpin to Probate Court for an order to sell Lot 86 the S E & S W qrs and describing it as ~~improved~~ same first improved by John Bellenard & granted to Mary Turpe by town of Carondelet by deed 7th July 1834 recorded &c & same purchased of J Bellenard & wife by deed 19th July 1830 recorded &c

Next an order May Term 1835 authorising the sale & describing the lot in same manner as in the ~~last~~ petition of the Guardian.

Next deed of Dube & wife to Joseph W Walsh for same property with like description & the additional recital that it was same purchase of Guardian but this was excluded by the Court =

Under agreement it was admitted that Cozzens a Surveyor had in 1848 surveyed for Louis Hassen the N.W qr Bl 85 subdividing it into lots & marked their several corners a copy of which Survey was filed for record 15 July 1848 =

Plaintiff closing defendant called

Joseph Roy who testified he knew the disputed premises. Had occupied the same about ten years ago & had lived in the house of Mary Turpe =

Cross Exd = At time, Joseph W Walsh claimed it. Dont know that Mary Turpe did. It was on Block South of Fst = I rented it of Walsh who claimed it = He was the owner of the lot North of the street. Walsh did not claim the ground on which the house stood but only the building. He said the ground belonged to Louis Hassen. Walsh subsequently sold the materials of the house to witness brother in Law

The Court decided that defendants ~~for twenty years had claimed~~ and those under whom they ~~had~~ ~~adverse possession~~ claimed, had had adverse possession of the premises

for more than twenty years = And therefore found for defendants. Plaintiffs moved for a review on several grounds = 1st because the deed of Uneau's Mother as good evidence of change of possession ~~thus~~ under Court's testimony, though not of title was improperly excluded by the Court = 2nd that the evidence did not show a continuous adverse possession = Finally that defendants by their acceptance of the deed from Carondelet to Mary ~~[illegible]~~ Turpe for South half of Block 86 = were by its recital that it was the lot acquired by Turpe of Menard, estopped from showing that the lot she acquired of Menard was in fact located on North half of Block 85 = Court overruling the motion for a review, the case is brought to this Court by writ of error

A. J. & J. B. Garesché
Attys of appellant & plaintiff

90

Thomas Slevin
plaintiff
vs
Louis Robert & Mary his
wife defendants

Pltff's statement of the cause of action

Filed 13th April 1853
Wm. L. Glanville
Clerk

Thomas Slevin, plaintiff vs Louis Robert & Mary his wife defendants — } In the Supreme Court of The State of Missouri at St Louis. —

Points & authorities for plaintiff

Defendants are estopped to deny plaintiff's title

1st Because of an estoppel in pais

There being in the recital of the deed of Barondelet to Mary Turpe of that South half of Block 86 was lot cultivated by Menard An action upon such admission, ~~defendants~~ plaintiff (or those under whom they claim having ceded the lot they had occupied to Courtois, because the Survey by the town was accepted = Third = That it would be to the injury of plaintiff & those under whom he claims if the contrary were ~~not set out~~ now set up, as they would have no lot whatever = if Mary Turpe after having taken possession of South half of Block 86 could now return to North half of Block 85 =

That these three requisites constitute an estoppel in pais see XIV Mo Rept p 482 = Taylor & Mason vs Zepp = an authoritative case because of the attention given to the point by the Court & its elaborate argument by learned counsel =

It would be dishonest for Mary Turpe to claim now South half of Block 85 & her claim is just within the rule of the law of estoppel See p 25 sec 22 Greenl on Ev Vol 1st (read -)

2nd There is an estoppel by deed =

That there is such an estoppel need not at this late day be argued = ~~[illegible]~~. In Toeckel vs Easton XI Mo Rep ts = page 124 = Judge Scott in his dictum ~~[illegible]~~ lays down the rule of application viz the recital is an estoppel, ~~when the declaration of the recital is [illegible] a fact of the parties could prove [illegible] susceptible of [illegible] proof of the declaration where the evidence~~ where the acknowledgment or declaration of the person who executed the deed would be competent = Hence the recital in the deed of the town to Mary Turpe ceding to her the South half of Block 86 as the lot cultivated by Menard is an estoppel ~~[illegible]~~ as to the locality of Menard's lot = Being an estoppel that it is

conclusive see 1st Vol Greenl on Evc p 26 sec 23 —
The present case is not within the rule of Maklot vs Dubreuil (Mo p 77) =
The question is not whether the defendants can impeach the title of their grantors, the town, but whether when plaintiffs & defendants both claim under the town, the latter is not bound by the recitals in former deeds of the town.
Again the title under which the ~~town~~ defendants claim was made after the ~~su~~ present suit had been commenced, under resolutions of the Council ~~after the~~ passed also after the commencement of the suit and when defendants had already notice that plaintiff had the title of the town because the latter's deed to Hassen his grantor was filed as one of the exhibits in the cause,

3d The Court erred in excluding deed made by Uneau's Mother as his guardian to Hassen, not as evidence of title, but of a change of occupation under a color of title = a material ~~question~~ fact in the discussion of the question of limitation see 18 Johns Rep p 355 = Jackson vs Newton = Roosevelt vs Wheat Ibid p 40 =

4th The Court erred in its application of the law to the facts = there was no discussion about these & ~~consequently~~ should have found for the plaintiff =
1st Because the settlement by Menard in 26 or 28 was tolled so far as limitation was concerned, by the undisputed survey of the town in 1832 = & twenty years had not elapsed since then when this suit was instituted =
Again under color of title as Uneau's grantee, Hassen (see Courtois testimony) entered upon the premises in 1834, caused them to be surveyed & had his corners marked with pickets = This & Hassen's resurvey & subdivision in 1848 were acts of ownership, to defeat the limitation =
Either then there was until 1849 no possession held by the defendants or there was a mixed possession & then plaintiff as having the better title must recover see Angell on Limn
~~If after that~~ All the witnesses even Franklin testify that they know of no acts of ownership by defendants since the survey up to 1849 = Now Consequently their possession was not of that visible notorious kind required by Limitn = see Angell on Limn p 416 - 417 = there was nothing to put Hassen on his guard against an adverse claimant.
There must not only be possession but an intention to claim the fee = Ibid p 413 No such intention is shown = ~~or~~ Acceptance of South half of Block 86 is evidence to contradict such intention. The evidence of Franklin, showing that Walsh

acquired S/2 of Bl 86 of Turpe & hence ~~et~~ (as per Roy's testimony) claimed the house of Menard, which by the Survey was left on South half of Block 85 but not the ground on which it stands is also strong evidence in rebuttal of such an intention =

The possession was not always in the same locality = As per Courtois in 1834 it was on ~~South~~ transferred to South half of Block 86 and a deed therefore was given Mary Turpe for this portion =

Finally if ~~all these~~ on all these points the evidence be contradictory then the presumption of Law is in our favor = First because the deed of the town to Fassen gave him (see Arg on Lim 420) a constructive seisin, it being wild land and next because he had also a perfect and complete title he is deemed (Ibid p 400) to be in the legal seisin and possession ~~from a presumb~~

Finally the declaration of Walsh the grantee of Turpe & as owner of the lot originally acquired from Menard that the ~~lot~~ North half of Block 85 belonged to Fassen is evidence 1st of Fassen's possession 2nd that the fee ~~whereof~~ was not claimed by the defendants = For observe that Walsh was in possession of the house & either the defendants must recognise that possession or disavowing it admit that theirs was not a continuous adverse possession of twenty years =

A S & B Garesche

Pltff's Attys

Thomas Devin
vs
Louis Robert
Mary Robert (formerly
Turpe his wife)
Argument for Pltff