

Buck & Brander

John B. Casick

Be it remembered, that at a circuit court began and held for the County of Blount, ^{at the Court house in Mayville} on the first Monday of February 1810, a caveat was transmitted, from the Clerk of the circuit court, formerly held for the county aforesaid; together with the papers and proceedings thereto belonging as follow to wit.

"State of Tennessee } Office of the surveyor general for
the district South of French Broad & Holston

"Cornelius Buck & James Brander, enter a caveat against
"John B. Casick, to prevent him from obtaining a grant
"for a survey made by John Wilkinson, deputy surveyor in
"said district, for said John B. Casick, on the 20th
"day of May 1807, of a tract or parcel of land, situate
"in the County of Blount in the district aforesaid, being
"lot No 36 in the Town of Mayville, containing one
"quarter of an acre. Beginning at the intersection of the main
"street & main cross street, thence with said cross street
"S. 88th degrees East, five chains to a back street &c, which
"courses, and distances, round said survey, will more fully
"appear, reference being had to a plat and certificate of
"said survey, filed by said John Wilkinson in the said
"office, the 31st day of August 1807. To which, said
"lot or parcel of ground of one fourth of an acre said
"Cornelius & James claim title by virtue of the rights of
"occupancy & prescription, under the laws and constitution of
"the State, which rights of occupancy and prescription they are
"entitled to have and enjoy under a purchase derived from
"Josiah Danforth, in whom was vested said rights.
"Wherefore said Cornelius & James pray that no grant
"do issue to said John B. Casick, for said lot, until
"a trial and investigation of the premises can be had, and that
"the rights of occupancy and prescription be adjudged to
"them and they be allowed to obtain a survey and

" and grant for the same
December 13th 1807

Cornelius Buck &
James Brander by
James Trimble

" State of Tennessee

District Court of French Broad & Holston

" I Robert Wear, surveyor general for the district aforesaid
" do certify that the foregoing is a true and perfect copy of a
" Caseat, entered in my office, on the 13th day of
" December 1807, by Cornelius Buck & James Brander
" against John B. Cusick. Given under my hand
" this 16th day of December 1807

Robert Wear Esq.

On which Caseat a Subpoena was issued in the
words following to wit.

" State of Tennessee

To the Sheriff of Blount County, Tennessee

" I do command you to summon John B. Cusick, to
" appear before the ^{next County Court} ~~Justice~~ of our ^{next County Court} ~~County~~ to be holden
" for the County of Blount at the Court House in
" Maryville on the fourth Monday of ~~the month of~~ ^{the month of} next to
" answer Cornelius Buck & James Brander, on
" the ground of their having a right to one quarter
" of an acre of ^{land} ~~ground~~, being a lot in the Town
" of Maryville, No. 36 according to the original
" plan of said Town, claimed by said John B.
" Cusick, by virtue of the first and best improvement
" and also by virtue of an actual settlement, and
" to be then and there ready to defend his said
" claim. And have you then there this writ.

" Witness ^{James} ~~Robert~~ Houston clerk of our said
" Court at office the fourth Monday of ^{the month of} ~~the month of~~
" 1809 and 3^d year of our ^{Independence} ~~Independence~~

Robert Houston clk

On which Subpoena Samuel Cowan Esq. returned "Excused",
At which time, ^{for said} a record was transmitted from the Circuit
Court for the County of Blount in the words following
to wit.

State of Tennessee }
Blount County } Circuit Court

Buck & Brandt }
vs }
John B. Busick }

Circuit filed 19th of Dec: 1807

"Subpoena returned executed on the Defendant by
"Andrew Cowan Deputy Sheriff, to February Term 1808
"and this cause was continued to August 1808 at
"which time on motion of the plaintiffs, a commission was
"awarded to take the deposition of John Craig, to be read
"in evidence. And this cause was again continued
"from day to day of Term to Term, until February
"1809 at which time on motion of the plaintiffs a commission
"was awarded them to take the deposition of John Craig
"to be read in evidence, and was again continued from
"Term to Term until August 1809, at which time
"on motion of the Defendant the plaintiffs were put under
"a rule for security and continued to November 1809"

Bill of Costs

Clerk's fee 7: 28

Shiff Cowan 1: 00

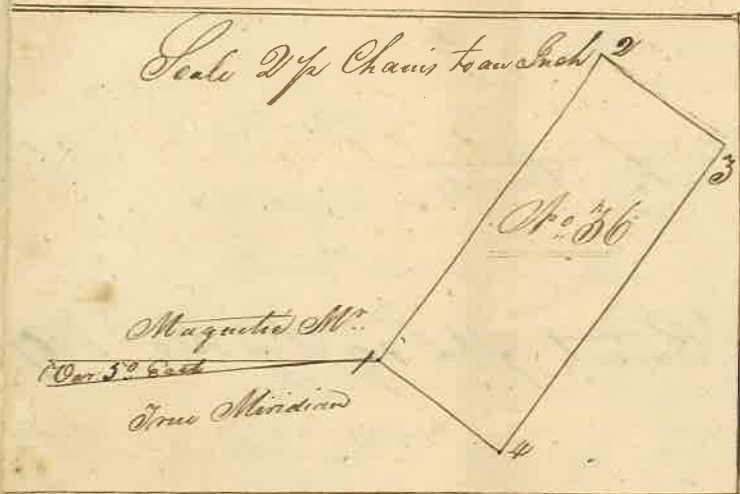
Attorney 6: 00

Andrew Jackson Mkt. 2: 00

\$17: 00

The above is a true copy of the proceedings and costs that have
accrued in this cause in the County of Blount Tenn.
Houston etc.

Accompanying the Caveat aforesaid was the following
 plat and certificate to wit



"State of Sumner, District
 "South of French Broad & Holston.
 "Pursuant to the laws in such
 "case made & provided and by
 "virtue of authority from His
 "Ward Esquire surveyor general
 "for said district, surveyed
 "May 20th 1807 for John

"Black Currier, on lot of land in the town of
 "Maryville, Blount County and district aforesaid, being
 "lot Pt. 36. in the original plan of said town
 "claimed and held by right of occupancy and
 "presumption, containing one quarter of an acre and
 "bounded as follows to wit. Beginning at the inter-
 "section of the main street and main cross street, thence
 "with said cross street S. 35° E. five chains to a
 "back street; thence with said back street S. 35° E.
 "two chains to a corner of a lot, Pt. 35, belonging
 "to James S. Montgomery; thence with said lot
 "Pt. 35 to W. five chains to the main street; thence
 "with said main street N. 35° E. two chains
 "to the beginning."

John Wilkinson S.S.

Which cause ^{was} continued from session to session and
 from day to day until August Term 1811 at which
 time the following facts were agreed to by the parties.

That the lot described in the caveat is included in the defendants
 survey; That Josiah Ranforth on the 9th day of April
 1802. sold and conveyed the lot in dispute to John Lowry
 and John Montgomery in trust for the caveators; and
 that the said trustees after giving timely days notice

in a Gazette published nearest the premises, and at the Co. House
in Belmont County, of the time and place of sale; They having
been requested by the executors to sell the land conveyed by
Josiah Danforth, for their benefit, did sell the lot in dispute
on the 23rd day of May 1807, and conveyed the same
on the 27th of May in the year aforesaid to the executors.
That the deed of trust was registered in April 1808 and that
neither the trustees, nor Buck & Branden, were ever in possession
of the lot in dispute.

At which time there came a jury to wit: John Weir,
Joseph Doyle, William (Parker), George Mead, Charles M. Clark
John Williams, John Mollaway, Robert Houston, William
Long, Joseph Stark, William McCune, and Major Pearns
who being duly tried and sworn will and truly to try
such issues as may be submitted in this case; the parties
having submitted the following issues to wit

1st Was John Craig in possession of the land or lot, described
in the caveat on the sixth day of February 1796, if not
was he in possession of an occupant claim a part of which the
lot or land described in the caveat, was claiming and
holding it as his own, on the 6th of February 1796.

2^d Did not John Craig transfer his right of occupancy
to the lot described in the caveat, to the commissioners of the
Town of Marysville, in October 1798 or at any other time
and where.

3^d Were not the commissioners of said Town in possession
of said lot, on the 6th of February 1796.

4th Was Danforth in possession of the lot in dispute in
1802, and four years thereafter.

5th Did John Craig before the 6th of February 1796
cause to be laid off and surveyed, fifty acres of land
including the Town of Marysville, for the purpose of a Town

and did the commissioners of said Town order and said land and lay off the lots of said Town with the consent of said Craig and others.

6th Did the commissioners of said Town before the 6th of February 1796 sell any of said Town lots, and did the purchasers take possession thereof before the 6th of February 1796.

7th When did John B. Busick take possession of the lot described in the caveat.

8th Did not the commissioners of the Town of Maryville, sell the lot described in the caveat to John Craig, if so when.

9th Did not John Craig sell and convey said lot to Jacob Danforth, if so when.

10th Did not John Busick for a valuable consideration by him paid purchase said lot, from Jacob Danforth and received as conveyed good it, if so when.

11th Did John Craig sell and convey the lot in dispute to Jacob Danforth, for a valuable and bona fide consideration and was said conveyance in writing or note and at what time was it made, and did perform accompanying the same.

12th If John Craig did convey the lot N^o 36 described in the caveat to Jacob Danforth was there any consideration paid by said Jacob, to said Craig and was it not fraudulently made.

13th Was not the purchase of the lot N^o 36 described in the caveat, by Jacob Danforth, made by Jacob Danforth and a transfer made by said Craig to the said Jacob, fraudulently done, with an intent to cheat Duck & Brander.

14th Had not Jacob Danforth, at the time the apportionment was made by said Craig to him under the direction of Jacob Danforth, notice of the deed of trusts to Montgomery & Lowry.

15th If John Craig caused the survey of the Town of Maryville and the lots to be laid off, was not lot, N^o 36 described

in the earnest, laid off for John Craig, and did he
hold the title thereto on the 6th of February 1796.

16th Did the commissioners of the Town of Maryland, by
the 6th of February 1796 or afterwards take possession of said
lot No. 36. & did they not admit said lot to belong to said
Craig.

17th Did the commissioners ever pretend to sell and convey said
lot No. 36.

18th Had the defendant John B. Cusack at the time he
purchased from Jacob Danforth, notice of the deed of
trust to Montgomery & Lewis.

To which issues the jury return the following answers to wit

Answer to issue the 1st John Craig was in possession of said lot on
the 6th day of February 1796 and that he had not at
that time relinquished his claim thereto.

2^d He did not.

3^d They were not.

4th Danforth was in possession of said lot in 1802 for four years
afterwards.

5th In the fall of the year 1795 the commissioners with the
consent of John Craig did proceed to survey and lay off lots
in the Town of Maryland.

6th They did.

7th On the 16th day of September 1806.

8th They did not.

9 John Craig did not sell said lot to Jacob Danforth
nor receive from him any valuable consideration therefor. But
Jacob Danforth having sold said lot to Jacob Danforth
John Craig conveyed his right thereto to said Jacob
on the 31st of July 1805.

10th John B. Cusack did on the 16th of September 1806

purchased said lots from Jacob Danforth and paid therefor a valuable consideration and received a conveyance for the same.

11th John Craig did sell and convey said lot to
" Some time in the spring of the year 1797, Josiah
Danforth for a valuable and bona fide consideration, but
said conveyance was not in writing; Danforth took possession
immediately after the purchase.

12th John Craig did convey the lot No. 36, to Jacob Danforth
but did not receive therefor any consideration at all, from
said Jacob, but there was a consideration paid by -
Jacob Danforth, to Josiah Danforth, for said lot, the
conveyance was fraudulently made;

13th It was fraudulently done with an intent to cheat
Buck & Brander,

14th No deed; the deed being registered in the register's
office, in Maryland, and no other notice appears to us.

15th John Craig did not cause the survey of the Town of
Maryville to be made, nor the lots to be laid off, but when
the commissioners surveyed said Town and laid off the
lots, No. 36, was laid off for John Craig and he
continued to hold the title thereof until after the 6th
day of February 1796.

16th The commissioners of the Town of Maryville, did not at
any time take possession of lot No. 36, but ^{did} admit
at all times that said lot belonged to John Craig

17th They never sold nor conveyed the lot No. 36.

18th John B. Fusick had notice of the deed of
trust to Montgomery and Lowry it being registered in the
register's office in the Town of Maryland and no other
notice made appear to us

Upon which facts, found by the jury, aforesaid. The
^{together with those agreed on by the parties and the}
Honorable William Kelly gave the following judgment
to wit.

It is considered by court that the defendants wrong
be void and that the plaintiffs have the right of survey
to the land in dispute; and that the plaintiffs recover
against the defendants their costs by them, about their suit
in this behalf sustained. From which judgment, the
defendants prayed an appeal, in the nature of a writ of
error to the next supreme court, of errors and appeals, to be
held at the Court House in Knoxville on the fourth Monday
of November ^{next} ~~next~~ ^{and assign error} in the words and figures following to wit.
And the said John B. Lucick, comes and ~~prays~~ says, that
in the record aforesaid and also in the rendition of the judgment
in this cause, by the Circuit Court for the County of Blount there
is manifest error in this, that in and by said record it
appears that judgment was rendered by said Court in favor
of said Buck & Brander, when by the law of the land
the said judgment ought to have been rendered in favor of
said Lucick, and for this and other errors in the
record aforesaid appearing, the said John B. Lucick prays
that the judgment aforesaid may be ~~reversed~~ reversed
annulled and held for naught and that he may be
restored to all things which he hath lost thereby.

C. M. Miller At. for pliff

And entered into a bond with approved security in the
words following to wit. "I shew all men by these presents that we
John B. Lucick, Enock Parsons & Charles Donchod, are jointly
severally held and firmly bound unto Buck & Brander in the
full sum of two hundred and fifty dollars, to the which
payment well and truly to be made and done, we bind
ourselves, our heirs, executors & Administrators jointly and severally
firmly by these presents sealed with our seals and dated
this 6th day of August 1814.

including the Town of Maryville, for the purpose of ex. down

The condition of the above obligation is such, that whereas in a suit this day determined in and circuit court of Mount County wherein Bush & Prander were plaintiffs and John B. Busick defendant, there was judgment rendered against the said John B. Busick, and he thereupon prays an appeal in the nature of a writ of error to the supreme court of error and appeals to be holden at Knoxville on the fourth Monday of November next. And, if the said John, shall prosecute his said writ of error with effect, or in case he fail therein shall well and truly pay and satisfy whatever damages & costs may be awarded in said cause by wrongfully suing out the same, that said obligation to be void, otherwise to remain in full force and virtue in law.

Attest-

Rev. Mr. Houston clk.

John B. Busick Esq.

Enoch Parsons Esq.

Charles R. Archer Esq.

And to him it was granted.

A Bill of Costs.

Aggregate of County Court costs

brought forward..... 17:00.

Circuit Court Costs	Clerk's fees.....	9:60
	Sheriff Conrad.....	1:40
	Deils Russell.....	12 1/2
	Attorney McCampbell.....	6:25
	Oliver Alexander Witness.....	133:33 1/2
	Andrew Jackson.....	18:50

\$186:73 1/2

State of Tennessee
Blount County

I, Rob^t Moustow, clerk of the circuit
Court for Blount County, do hereby certify
that the foregoing transcript is a true
copy of the record and proceedings
now in my office.

In testimony whereof I have hereunto affixed my private
seal, (having no seal of office) at office, the 7th day
of September 1814 and 39th year of our Independence.

Rob^t Moustow clk. By his Dep.
Jesse Boone

58
Transcript
Buck & Branden
no. 57
M^r B. Guick

Filed Oct. 25th 1814
