

Jefferson County Circuit Court
Case Files - Civil
March 1871, No. 41

Box

28

Folder 25

Williams, Phineas

vs

Reppy, Samuel A.

Breach of Contract

Involved sale of a mare and
a \$400 note owed to Louis J.
Ranklin; bill of exceptions;
Supreme Court; \$500 damages

Phineas Williams, Plaintiff
against
Samuel A. Reppy, Defendant

In the Circuit
Court of
Jefferson County
Missouri

Plaintiff States that on the 10th day of May 1870 he sold and delivered to the Defendant a certain mare owned by him at the price and sum of three hundred and twenty five Dollars, that at the time of such sale and delivery plaintiff owed to Louis J. Rankin of said County of Jefferson about four hundred Dollars for which said Rankin held his promissory note drawing Ten per cent interest per annum, and that it was at the time of such sale and delivery of said mare and in consideration thereof agreed between Plaintiff and Defendant that Defendant was to immediately see said Rankin and pay to him for plaintiff either in money or such securities as he was willing to accept the sum of three hundred and twenty five Dollars and procure said Rankin to credit Plaintiff on the principal and interest bearing sum of said note of Plaintiff which was more than three hundred and

Twenty five dollars with that amount which said sum when so paid said Rankin for Plaintiff was to be full payment for said mare, but Plaintiff avers that Defendant did not keep and perform said Contract on his part but violated the same in that after he received said mare from Plaintiff as aforesaid he wholly failed and refused to pay to said Rankin said sum of Three hundred and Twenty five dollars or any part thereof or to procure him to give credit to Plaintiff on said note for that or any other sum or to make any satisfaction or compensation to Plaintiff for the damages which he sustained by reason of Defendants said breach of said Contract and yet still fails and refuses ~~so to do~~ though often requested by Plaintiff so to do.

Plaintiff avers that by reason of Defendants failure and refusal as aforesaid to keep and perform his aforesaid Contract with Plaintiff in the payment to said Rankin of said sum of Three hundred and Twenty

✓ five dollars and in the procurement
of a credit for Plaintiff on the
interest bearing sum of his said
note for that amount as by his
contract with Plaintiff he was
bound to do dating from May 10th 1870
the Plaintiff has been ~~compelled~~ to and
still is compelled to continue paying to
said Rankin interest thereon at the rate
of Ten per cent per annum, that said
note to Rankin is still due and unpaid
and that he can not procure money with
which to pay the same for a less interest
than Ten per cent and that the same will
continue to draw that rate of interest ~~the~~
and which Plaintiff will be compelled to
✓ pay to said Rankin until the principal
sum of said note shall be paid off and
discharged, and Plaintiff avers that
by the act of Defendant in so failing
and refusing to keep and perform his
said ~~contract~~ contract with Plaintiff in the
payment of said three hundred & twenty
five dollars to said Rankin and in the
procurement of such credit for Plaintiff
on said note so held by said Rankin
the Plaintiff has sustained damage in
the sum of five hundred dollars for
which he asks judgment

Jos. J. Williams
Attorney for Plaintiff

210 41

James McIlwain

vs

Samuel S. Petty

Civil action for
damages

Original

Docket March 2nd 1871

McIlwain vs

Check case process

McIlwain

for cell,

Pinckas Williams Plaintiff } In the Circuit Court
Against } of Jefferson County
Samuel A. Reppel Defendant. } Missouri

Plaintiff states that on the 10th day of May 1870 he sold and delivered to the Defendant a certain mare owned by him at the price and sum of three hundred and twenty five dollars. That at the time of such sale and delivery Plaintiff owed to Louis Rankin of said County of Jefferson about four hundred dollars for which said Rankin held his promissory note drawing ten per cent interest per annum and that it was at the time of such sale and delivery of said mare and in consideration thereof agreed between Plaintiff and Defendant that Defendant was to immediately pay said Rankin and pay to him for Plaintiff either in money or such securities as he was willing to accept the sum of three hundred and twenty five dollars and procure said Rankin to credit Plaintiff on the principal and interest bearing sum of said note of Plaintiff which was more than three hundred and twenty five dollars with that amount which said sum when so paid said Rankin for Plaintiff was to be full payment for said mare, but Plaintiff avers that Defendant did not keep and perform said Contract on his part but violated the same in that after he received said mare from Plaintiff as aforesaid he wholly failed and refused to pay to said Rankin said sum of three hundred and twenty five dollars or any part thereof or to procure him to give credit to Plaintiff on said note for that or any other sum or to make any satisfaction or compensation to Plaintiff for the damages which he sustained by reason of Defendant's

said breach of said Contract and yet still fails and refuses though often requested by Plaintiff so to do.

Plaintiff avers that by reason of Defendants failure and refusal as aforesaid to keep and perform his aforesaid Contract with Plaintiff is the payment to said Rankin of said sum of three hundred and twenty five dollars and is the procurement of a credit for Plaintiff on the interest bearing sum of his said note for that amount as by his Contract with Plaintiff he was bound to do dating from May 10th 1870.

The Plaintiff has been and still is compelled to continue paying to said Rankin interest thereon at the rate of ten per cent per annum, that said note to Rankin is still due and unpaid and that he cannot procure money with which to pay the same for a less interest than ten per cent and that the same will continue to draw that rate of interest and which Plaintiff will be compelled to pay to said Rankin until the principal sum of said note shall be paid off and discharged, And Plaintiff avers that by the act of Defendant in so failing and refusing to keep and perform his said Contract with Plaintiff in the payment of said three hundred and twenty five dollars to said Rankin and is the Procurement of such credit for Plaintiff on said note as held by said Rankin the Plaintiff has sustained damage in the sum of five hundred dollars for which he asks judgment.

Joseph Williams Attorney for Plaintiff

A true copy of the original petition now on
file in my office,

Witness my hand and the seal of said
Circuit Court hereunto affixed at
Office in Millsboro this 2nd day of March 1871

W. S. Boyce Clerk,
By Thos Horine Deft.

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

The State of Missouri,

TO THE SHERIFF OF THE COUNTY OF JEFFERSON---GREETING:

We command you, that you summon

Samuel A. Rapp

if he be found in your County, that he be and appear before the Honorable Judge of our Circuit Court, on the first day of the next term thereof, to be begun and held at the town of Hillsboro, within and for the County of Jefferson, on the *first* Monday after the fourth Monday of *March 1871*, then and there to answer unto

Phineas Williams

upon *his* original petition, a copy whereof is hereunto annexed and accompanies this writ, and have you then there this writ.

Witness, W. S. BOYCE, Clerk of our said

Circuit Court, with the seal thereof hereunto af-
fixed, at office in Hillsboro, this *second*

day of *March* A. D. 1871

W. S. Boyce
Clerk Circuit Court.

By

Chas. H. Corine

Deputy.

3838

RETURNABLE
TO
JEFFERSON CIRCUIT COURT.

March TERM, 1871.

James Williams

vs
Saml A. Reppy

Book 6 p. 400

Oct 2 1870

1872 23 Q. 800

at 125 acres 100

Required

\$ 370.00

March 2 1871

301,349,332,400,400

I executed this writ in Jefferson County Mo
on the 2nd Day of March 1871 on Samuel A
Reppy by Delivering to him a true copy of this
Writ and a copy of the Petition as furnished
to me by the Clerk

John Williams Sheriff

Phineas Williams, - Plaintiff } In the Circuit Court
Against } of Jefferson County Mo.
Samuel A. Rippy, - Defendant } September 1871

The Defendant moves the Court to set aside the default entered at the last Term of this Court in the above entitled cause, and permit him to file Answer therein, for the following reasons;

- 1- Because the Defendant was so engaged that he did not have time to write out his Answer at said March Term, and hearing the Court direct the Clerk to enter an order of record that in all cases wherein no disposition had already been made, the Defendant, should have leave to file Answer thirty days before next Term of Court, And Defendant therefore considered that he had leave to answer at any time prior to thirty days before next Term of Court, - that he so understood the order of the Court, and did not have the least doubt, but that he had leave to answer thirty days before said next Term, - and was greatly surprised after said March Term Court ^{adjourned} had to find that a default had been entered against him.
- 2- Defendant states that he has a good and meritorious defence to make against

said Cause of action, - that he believes, he will be able to prove in defence of said action, (if he is permitted to file his Answer) that the material allegations of Plaintiff's petition are untrue, - that Defendant did not agree to pay Defendant ^{in money} \$325, for said mare, - but only agreed to transfer to him, or L. J. Rankin a Note on Lewis Gerber for \$275, - and to pay Plaintiff fifty dollars in money, - that Defendant after such Contract, tendered said Note to L. J. Rankin, & ^{he} refused to accept it, & Credit Plaintiff with the amount and Defendant then tendered said Note to Plaintiff, and he refused to receive it, (as he had agreed to do when the Contract of sale was made, and without any recourse of Defendant in case he failed to collect it)

And further Defendant expects to prove on a trial of said Case, that the mare Plaintiff sold Defendant, was unsound at the time of sale, and that Plaintiff knew it, although he represented & warranted her to be sound, - and that said mare died soon after said sale, of the disease she had when sold.

3 - That Defendant used proper diligence in preparing to defend said action but was misled in supposing, from the words aforesaid of the Court, that he

had leave to file Answer in vacation
thirty days before this Term.

{ Hower Green
Attorney for Defendant

Samuel A. Reppy makes oath and says
the above written Motion and the matter
therein as stated he believes to be true,

Sworn to & subscribed to
before me this 18th Sept. 1871 } Samuel A. Reppy
W. S. Boyce C. B. }

Phineas Williams
Esq,

Saml. A. Phelps

Minion
to setariae defunct

Decr Sept 1871
Wd Boyce Esq

Phineas Williams Plaintiff
against
Samuel A. Kippy, Defendant } In the Circuit
Court of
Jefferson County
Missouri

Now at this day the Plaintiff comes
and for Counter affidavit to that-
filed herein by Defendant by which
he seeks to have the default entered
in this cause against him set
aside on his oath says that it
is not true as is alleged in Defendants
said affidavit that said Defendant
has a meritorious defence to make
against the cause of action set out
in Plaintiffs petition, Plaintiff says
that it is not true that Defendant
would if he were permitted to file his
answer be able to prove that the material
allegations in Plaintiffs petition are untrue
and avers that he does not believe
that Defendant believes that he could
prove such facts, Plaintiff avers
that it is not true that Defendant could
prove if permitted to answer that
he only agreed with Plaintiff to transfer
to him in payment for said the mare
mentioned in Plaintiffs petition or to
L. J. Rankin a note on Lewis Corber for
\$275 + to pay Plaintiff \$50. in money

Plaintiff avers that Defendant could not prove that He ever tendered any such note to L. J. Rankin nor that either said Rankin or this Plaintiff were under any obligations to receive any such note if such note had been tendered and that it is not true that Defendant ever tendered any such note to Plaintiff nor is it true that Plaintiff ever agreed with Defendant to take any such note in payment or part payment for the more described in Plaintiffs Petition

Plaintiff says it is not true that Defendant expects to be able to prove in case he could file answer in said cause on trial that the more sold Defendant by Plaintiff was unsound at the time of sale or that Plaintiff knew it or that said more died soon after she was sold to Defendant of any disease which she had when sold

for Plaintiff says that Defendant well knows such is not the fact, ~~as Defendant well knows~~, and says it is not

True that Defendant has used
Proper diligence in preparing
to defend this case

And further sayeth not

Sworn to and

Subscribed before

me September 19th 1871

W. S. Boyce Clerk

By Thos. Thomas Deft

3
Phineas ^{his} Williams
mark

James William

no

Saml. A. Kelsey

Affidavit of
Plaintiff

Filed Sept 19th 1871
Wm. B. B. B.

The State of Missouri,
COUNTY OF JEFFERSON. }

To *Wm Clark*

You are Herby Commanded, That setting aside all manner of excuse and delay, you appear before our Circuit Court, for the County aforesaid, ~~on the~~ *forthwith* , at Hillsboro, then and there to testify and the truth to say in a certain matter of controversy, now pending in our said Court, wherein

Alvina Weems Plaintiff, and *James A. McPherson*

Defendant, on the part of *Plaintiff* ; and herein you are in no wise to fail.

Wm Moore
Witness, ~~THOMAS F. HONEY~~, Clerk of our said Court, with the seal thereof hereto affixed, at office, this *2nd* day of

Oct A. D. 1871

Wm Moore Clerk.

SUBPOENA

RETURNABLE TO
JEFFERSON CIRCUIT COURT.

Term, 18

Phineas Williams
vs

Samuel C. Reppy
for Plaintiff

William Clark

John Williams
Sheriff fee

50

I ordered the Within in Jefferson County Mo
in the 2nd Regt of Cavalry 1871 on 11th March
by directing the same to him

John Williams Sheriff



Phineas Williams, - Plaintiff	}	In the
Against		Circuit
Samuel A. Rippy, - Defendant		Court of
	}	Jefferson County
		Missouri

The Defendant moves the Court to set-aside the finding and judgment of the Court in the above entitled Cause, and grant a new trial, for the following reasons:

- 1 - Because the Court erred in refusing the Instructions asked by the Defendant.
- 2 - Because the Court erred in giving the Instructions asked by Plaintiff.
- 3 - Because the Court misconstrued the law governing the Cause, and erred in giving judgment for the Plaintiff.
- 4 - Because the Court committed error in overruling the Defendant's motion to set-aside the judgment by Plaintiff, & to permit Defendant to file Answer.
- 5 - Because the Court erred in refusing to permit Defendant to file Answer.

6- Because ^{the court} refuses to permit Defendant
to offer testimony in recantation of the
Minnagoes.

7- Because the Minnagoes answered by the Court
are illegal and contrary to the law of
the Case,

3
Attorney for Defendant

Phineas Williams

vs.

Samuel A. Rapp

Motion
for New trial

Filed Oct 2 1871

W. S. Boyce cl

Phineas Williams, - Plaintiff
Against
Samuel A. Peppy, - Defendant

The Defendant asks the Court
to declare the law of the above cause
as follows,

- Referred
- 1 - The measure of damages upon
the testimony adduced, is only six
per cent per annum from the
time the money claimed was de-
manded, - there being no note or
memorandum signed by the Defend-
ant, by which he agreed to pay
any amount of interest,

William
as
Parker

Instruction

File Oct 2 1871
H & Doree of

Phineas Williams, - Plaintiff } In the
Against } Circuit Court
Samuel A. Reppy, - Defendant } of Jefferson
County, State of Missouri
September Term 1871

Be it remembered, that, on the 18th
day of September 1871, being the September
Term 1871 of the Circuit Court of the County
aforesaid, the Defendant filed a motion
to set aside the default entered against him
in the above entitled Cause at the last Term
of said Court, and to permit him to file
his Answer in said Cause, for the reasons
stated in said motion, and which motion
and the Affidavit thereto attached, is as
follows to wit, (The Clerk will here copy
said motion & affidavit) And afterward,
the Plaintiff filed a Counter Affidavit as
follows, (here copy same)

And afterwards, to wit, on the
~~20~~²¹ day of September 1871, said motion of
the Defendant to set aside said default,
coming on to be heard, the Court after
hearing the said motion and the argument
of Counsel, overruled the said motion of the
Defendant, and would not permit the
Defendant to file Answer in said Cause,
to which decision of the Court in overruling

said motion to set aside the default, and in refusing to permit the Defendant to file Answer in said Cause, the Defendant at the time objected and excepted.

And afterwards, to wit, on the 2nd day of October 1871, said Cause coming on for trial before the Court without a jury, neither for the purpose of assessing, but waiving the right to ~~that same~~ a jury ^{the Plaintiff Damages}, ~~party~~ requiring a Jury, the Plaintiff to sustain his cause, offered the following testimony, to wit,

William Clark, who stated that he was present sometime in the ... and heard the Plaintiff and Defendant talking about selling a mare, - the Plaintiff said he would let Defendant have the mare for \$325.⁰⁰ That he owed a Note to L. J. Rankin, of about \$400.⁰⁰ (I think) which was bearing ten per cent interest, - and he wanted Mr. Reppy to settle the amount (\$325) for the mare with Rankin, - Reppy said he had a Note on some man, (I don't recollect his name) for, (I think) about \$300.⁰⁰ and if he could turn that over to Rankin, he would take ^{the} more of ~~William's~~ ^{for \$325} (Plaintiff), and pay him the balance in money. And next day after that talk, Mr. Reppy took the mare from Plaintiff. It was ~~an understanding of the~~ ^{financially agreed between the} Plaintiff and Defendant at the time the Plaintiff sold Defendant the mare ~~that - Defendant~~ ^{Reppy and Plaintiff agreed to take the mare of Plaintiff} Defendant would take the mare

of the price agreed on viz
and settle the amount, \$325.⁰⁰ with L. J. Rankin
on the Note that Plaintiff owed him.

Samuel A. Peppy, - the Defendant - being sworn,
states, - That he did not agree to pay Plain-
tiff \$325.⁰⁰ in money for his mare & Colt,
But, that, on Plaintiff's saying he owed
L. J. Rankin over \$325, on a note, drawing
ten per cent, that he wanted paid off, -
he, (Defendant) agreed to transfer a
Note he held on Lom's Gerber for \$275.⁰⁰
to L. J. Rankin, if he would accept it,
if not, to Plaintiff, - and to pay Plaintiff
or Rankin \$50.⁰⁰ in money for Plaintiff's
mare & Colt, - And that Plaintiff agreed
to this, - and delivered the mare & Colt to
Defendant on these terms, & no other, -

That Defendant afterwards, offered to
assign said Note (for \$275.⁰⁰) to L. J. Rankin
in payment of that amount on Plain-
tiff's Note ~~but he refused to~~ accept it,
and he said he would
and I went home to get the Note, & when I came back he had gone,
and I did not see him any more about it, -
Defendant then offered to assign said
Note to Plaintiff, but he refused to re-
ceive it, - said Note was secured by a
Deed of trust on Gerber's land, worth at least

a \$1000.⁰⁰,

Joseph J. Williams was then sworn
as a Witness on the part of Plaintiff
in rebuttal, and testified as follows, viz
a few days before this suit was
commenced I having been engaged by
the Plaintiff to collect the demand
sued on from Defendant, met Defendant &
spoke to him in regard to the matter
this was the first of the week, the last week
within ^{which} suits could be brought returnable to the then
next ~~Term~~ Term Defendant said he was going
to Des Moines on the next Saturday that he had a deed
of Trust that he would assign to Mr. Rankin in
payment of about \$275.⁰⁰ on the note held by Rankin
against Plaintiff if Rankin would take it as he thought
he would for he said he had seen Mr. Rankin at the Court House
one day & that he said he would take the deed of Trust
but that he (~~the Defendant~~) did not have the
Deed of Trust with him at the time but brought it
over to the Court House after dinner & Rankin
had gone home & that he had not seen him any more
about it, I wanted Defendant to go & see Rankin
before Saturday as it might be too late to see for the
next Term he refused to do so & I brought suit,
as I remember Defendant said he would settle
\$325.⁰⁰ with Mr. Rankin for Plaintiff if Rankin
would take the Deed of Trust for \$275.⁰⁰ or if Rankin
would ~~not~~ ^{not} then take it he would let Plaintiff
have it, but said that he would not pay any interest
& I think he said also that the Deed of Trust would
have to go in part payment, that he refused to
pay the whole sum in cash, he assigned
as a reason that the mare

he got of plaintiff was a break bench & unsound

The above & foregoing being all the evidence offered in said Cause by the Parties, -

The Defendant then asked the Court to declare the law as stated in instruction No. one, as prayed by Defendant, to wit, (here Copy instruction No. one as prayed by Defendant)

But, the Court refused to declare the law as asked by Defendant in said instruction, - and to which ruling and decision of the Court, the Defendant at the time, excepted.

The Court then found for Plaintiff, and rendered judgment as follows, (here Copy Judgment.)

The Defendant then, on the 2nd day of October 1871, filed his motion to set aside the finding and judgment of the Court, and to grant a new trial, for the reason that the Court erred in refusing to set aside the default, and to allow the Defendant to file Answer, and for other reasons stated in said motion, - and which motion is as follows, to wit, (here Copy said motion for a new trial)

But, the Court refused to set aside

said Judgment and grant a new trial,
and overruled said motion, and to which
decision, the Defendant at the time ex=
cepted. - And, by consent and agreement of
the parties, Plaintiff and Defendant, made
and entered on the records of said Court on
the 2nd day of October 1871, it was agreed
that a Bill of exceptions might be signed
by the Judge in vacation at any time, on,
or before the second Monday in Nov=
ember 1871, and to be of the same validity
as if signed during said Term - and the par=
ties also agreeing, ^{(and which was entered of record,} that Affidavit & Bond
for appeal, (to be approved by the Clerk)
be made & filed by the second Monday in
November 1871. - And the Defendant
now on this day of November 1871
prays ^{that} this Bill of exceptions, may
be signed, sealed, and made a part
of the record in said cause, and which
is accordingly done on this 6th day of
November 1871.

J. H. Vail, Judge (seal)

In Jefferson Cir-
cuit Court

John W. Williams
vs,

Samuel A. Roper

Bill of
Exemption

Bill correct
William
per ppt.

W. H. H. Nov 9th 1871

Wm. H. H. H. H.
By C. H. H. H. H.

Phineas Williams, - Plaintiff } In the Circuit
Against } Court of Jef-
Samuel A. Reppy, - Defendant } ferson County
} State of Missouri

This Affiant, Samuel A. Reppy, the appellant in the above entitled cause makes oath and states that his appeal from the Judgment of the Circuit Court of the County aforesaid, of the above entitled cause, to the Supreme Court is not made for vexation or delay, but because that Affiant, the Appellant, believes that he is aggrieved by the Judgment and decision of the said Circuit Court,

Subscribed and Sworn to before me on this 11th day of November, A.D. 1871.

Jas. L. Pomeroy
Justice of the peace

Pinneas Williams

as,

Samuel A. Reddy

affo for ahead,

Chick. Mar 18 1821

and longer car

Edw. H. H. H. H.

Phineas Williams, Plaintiff } In the Circuit
Against } Court of Jef-
Samuel A. Reppy, - Defendant } ferson County
State of Missouri,

We, the undersigned Samuel A. Reppy
Thomas A. Williams and William Clark
acknowledge ourselves indebted to Phineas
Williams, (the above Plaintiff) in the sum of
Six hundred dollars, for the payment where
of, we bind ourselves, our heirs executors and
administrators. The Condition of the
above obligation is such that whereas the
above named Defendant, Samuel A. Reppy,
has appealed from the Judgment of the Cir-
cuit Court of the County aforesaid to the
Supreme Court of the State of Missouri, in an
action wherein the said Phineas Williams is
Plaintiff, and the said Samuel A. Reppy is
Defendant. - Now, if the said Appellant, Sam-
uel A. Reppy, shall prosecute his said appeal
with due diligence to a decision in the Sup-
reme Court, and shall perform such Judg-
ment as shall be given by the Supreme Court,
or such as the Supreme Court may direct
the Circuit Court to give, and if the Judg-
ment of the said Circuit Court, or any part there-
of, be affirmed, that he will comply with
and perform the same, so far as it may be
affirmed and will pay all damages and
costs which may be awarded against the
said appellant, by the Supreme Court then
this recognizance shall be null and void,

otherwise the same shall remain in full
force, & ^{the} Witness our hands and seals
this 13th day of November 1871.

} Daniel H. Phelps
} ^{at} Edward A. Wilson
} Wm. Stark
} ^{at} Seal Seal Seal

Phineas Williams
vs
Samuel A. Peppy
Bond.

Approved and
Filed Nov 13th 1871.
W. S. Boyce clk.
By Wm. H. Hume Dep.

In the Supreme Court, held at St. Louis, of the State of Missouri,

October Term 1872
November 19th 1872

Thineas Williams

Respondent

v.

Samuel A. Reppy

Appellant

Appeal from Jefferson
Circuit Court.

Now again come the parties aforesaid by their Attorneys and the Court having heard and fully considered the motion of the said Respondent to affirm the judgment of the said Jefferson Circuit Court in this cause because the said Appellant has failed to duly prosecute his appeal herein, doth sustain the same. It is therefore ordered and adjudged that the judgment rendered herein by the said Jefferson Circuit Court be in all things affirmed and stand in full force and effect.

and that the said Respondent recover of the said Appellant his costs and charges herein expended and have execution therefor.

STATE OF MISSOURI, SS.

I, ~~Andrew W. Miller~~ Francis Minor Clerk of the Supreme Court, held at St. Louis, of the State of Missouri, certify that the above and foregoing is a full, true and complete copy of the judgment rendered in the above entitled cause, as fully as the same remains of record in my office,

In Testimony Whereof, I have herunto set my hand and affixed the seal of said Court, at office in the City of St. Louis, this Sixteenth day of December A. D. eighteen hundred and ~~seventy~~ seventytwo.

Francis Minor Clerk.
Jm. L. Davis Sec.

288

Supreme Court of Missouri.

James M. Williams

James S. Williams

MANDATE.

*Judgment of Jefferson Circuit
Court affirmed*

