

Jefferson County Circuit Court
Case Files-Civil
March 1872, No. 39

Box 29 Folder 34

Allen, John G.

Allen, Henry W.

vs.

Parr, Walter S.

Coffin, Joseph R

Nullify deed

Deed of trust on 21 acres in

524 THORPE

47

John G. Allen and }
 Henry W. Allen, } Plaintiffs }
 Against }
 Walter S. Parr, and }
 Joseph B. Coffin, - Defendants }
 In the Circuit }
 Court of Jef- }
 ferson County }
 Missouri, }
 3 March Term 1872 }

The Plaintiffs state that on the 14th day of February 1870, they filed a petition and instituted suit thereon in the Circuit Court of said Jefferson County against said Joseph B. Coffin and John A. Graff, - and that summons was issued in said cause, and served on the said Joseph B. Coffin and John A. Graff, on the 17th day of February 1870, - That afterwards at the September Term 1870 of said Court, to wit, on the 24th day of September 1870, the Plaintiffs obtained judgment in said Court, on said petition, against the said Joseph B. Coffin and John A. Graff, for one hundred and twenty dollars and seventeen cents. And that Plaintiffs caused Execution to be issued on said Judgment on the 31st day of July 1871, and which was delivered to the Sheriff of said County, and by him levied on the following described Lands, situate in Jefferson County in the State of Missouri, as the property of the said Joseph B. Coffin, To wit, - beginning at the South East Corner of the North West quarter of the

North East quarter of Section, Twenty four, in Township, Forty, of Range Four East, thence West Twenty Chains, - thence North twenty Chains, - thence on a straight line to the place of the beginning, being the South West third of the North West quarter of the North East quarter of said Section, containing Twenty acres, And having duly advertised said Land for sale, the said Sheriff at the September Term 1871 of said Circuit Court, to wit, on the 23rd day of September 1871, sold said Land at public sale to the highest bidder, and the Plaintiffs, John S. Allen and Henry H. Allen, became the purchasers of said Land for the sum of Fifty dollars, ^{and} on the same day received a Deed from the Sheriff, conveying to them ^{all} the right, title and interest of the said Joseph B. Coffin, to the Lands herein above described, which Deed is herewith filed, - And Plaintiffs therefore state that they are the legal and equitable owners of the Lands above described, by virtue of said judgment sale, and Sheriff's Deed,

And the Plaintiffs state that the said Joseph B. Coffin, while said suit of Plaintiffs against him was pending, and after being duly served with the summons, concerted a plan to cheat, defraud, hinder and delay his creditors, and particularly to defraud the Plaintiffs out of the demand they had then

sued him for, and ^{for} this purpose, the said Joseph
B. Coffin, on the 3rd day of ^{September} 1870, fraudulently
x executed a Deed of Trust on the Land above de-
scribed to Henry Williams, as Trustee, to secure
a pretended debt of \$507.35, to Walter S. Parr,
the above defendant. And Plaintiffs state
that said pretended indebtedness of said Joseph
B. Coffin to said Walter S. Parr, was fraudulent,
u and that said Deed of Trust was made and
continued by said Joseph B. Coffin for the pur-
pose and with the intent to hinder, delay and
defraud his creditors of their lawful actions,
damages, and forfeitures, debts and demands, and
particularly the Plaintiffs, and to defraud and
deceive those who should purchase said Land,
and that the said Walter S. Parr, was a party
and privy to the fraud intended. And the
Plaintiffs charge that said Joseph B. Coffin
was not indebted to said Walter S. Parr at the
time said Deed of Trust was made, in the sum
of five hundred & nine dollars and thirty five cents,
or in any sum whatever; but, that said Jo-
seph B. Coffin and Walter S. Parr, combined
and confederated together to cheat and de-
fraud Plaintiffs out of the debt said Joseph
B. Coffin was then owing to them, ^{and} for which
Plaintiffs obtained judgment at the Septem-
ber term 1870 of said Court, And Plain-
tiffs state that said Joseph B. Coffin was

~~was~~ largely indebted, and insolvent, at the time he made said fraudulent Deed of Trust, and that the same was made with intent to avoid the judgment he knew Plaintiffs would obtain ^{in the suit then pending as aforesaid} against him, and that said Walter S. Parr was a party & privy to the fraud intended. And Plaintiffs state that they were existing creditors of said Joseph B. Coffin at the time said fraudulent Deed of Trust was made, And the Plaintiffs further state that, after Plaintiffs had acquired title to the land aforesaid by the said Sheriff's Deed, the Defendants caused said Trustee in said fraudulent Deed of Trust (to make a pretended sale of said Land, and on the 2nd day of December 1871, to make a pretended Deed for said Land to the ^{said} Walter S. Parr, and which recites a consideration of thirty dollars. But, Plaintiffs aver that said Walter S. Parr did not pay thirty dollars for said Land, or any sum whatever, - but that said Deed, made by Henry Williams, the Trustee in said fraudulent Deed of Trust, on the 2nd day of December 1871, was made and confirmed by said Joseph B. Coffin and Walter S. Parr, for the purpose and with the intent to hinder, delay, and defraud the creditors of said Joseph B. Coffin, and particularly the Plaintiffs, out of their just debts and demands, and to deceive and defraud those who had purchased said Land against him, and that the said Joseph

B. Coffin and Walter S. Parr combined and con-
federated together to cheat and defraud the
Plaintiffs out of said Land, - and to place
the title of the same nominally in the
said Walter S. Parr, for the ^{secret} use and ben-
efit of the said Joseph B. Coffin, who
has continued in possession of said Land,
since said pretended Deed was made,
And Plaintiffs aver that said Deed is with-
out consideration, and fraudulent and void,
That it was made and contrived with the in-
tent to hinder, delay, and defraud the creditors
of said Joseph B. Coffin, ^{out} of their lawful ac-
tions, damages, forfeitures, debts and demands,
and to deceive and defraud those who
should purchase said Land, and that said
Walter S. Parr, was a party and privy to the
fraud intended, - and that he had notice
of Plaintiffs' title to said Land, when he
received his said pretended Deed for the
same.

The Plaintiffs in consideration of the premises
ask the Court to adjudge and decree that
the said Deed of Trust executed on the 5th day
of September 1870, by Joseph B. Coffin and
his wife, to Henry Williams, for the Land
aforesaid, be set aside, vacated, and for naught
held, as being fraudulent and void, and to
adjudge and decree that said Deed, made on

In the Circuit Court
Jefferson County

John S. Allen, &
Henry W. Allen

vs.
Walter S. Parr, &
Joseph B. Coffin

Petition to set aside
Deeds, &c.

Leave summons to St.
Louis County for W. S. Parr,
to Jeff. Co. for J. B. Coffin,
Green & Power
for Deeds.

Filed January 26th 1872
W. S. Joyce clk.
By C. M. McQuinn dep.

the 2nd day of December 1871, by Henry Williams
as Trustee, to Walter S. Parr, for the Land afore-
said, be vacated and set-aside, as fraudu-
lent and void; and to grant such other and
further relief as may be consistent with Equity,
} Abner Green, & J. G. Power
} Attorneys for Plaintiffs

John G. Allen and
Henry W. Allen, Plaintiffs

against
Walter S. Parr and
Joseph B. Coffin Defendants

In the Circuit Court
of Jefferson County
Missouri

March Term 1872.

The Plaintiffs state that on the 14th day of February 1870 they filed a petition and instituted suit thereon in the Circuit Court of said Jefferson County against said Joseph B. Coffin and John A. Graff, and that summons was issued in said cause, and served on the said Joseph B. Coffin and John A. Graff on the 17th day of February 1870. That afterwards at the September Term 1870 of said Court to wit: on the 24th day of September 1870 the Plaintiffs obtained judgment in said court, on said petition, against the said Joseph B. Coffin and John A. Graff, for one hundred and twenty dollars and seventeen cents, and that Plaintiffs caused execution to be issued on said judgment on the 31st day of July 1871, and which was delivered to the Sheriff of said County and by him levied on the following described lands situate in Jefferson County in the State of Missouri To wit: Beginning at the South East corner of the North West quarter of the North East quarter of Section Twenty four in Township, Taty of Range Four East, Thence West twenty chains, Thence North twenty chains thence on a straight line to the place of the beginning, being the South

West third of the North West quarter of the North East quarter of said Section containing Twenty acres, And having duly advertised said land for sale, the said Sheriff at the September Term 1871 of said Circuit Court To Wit: on the 23rd day of September 1871. sold said Land at public sale to the highest bidder, and the Plaintiffs, John G. Allen and Henry W. Allen became the purchasers of said land for the sum of Fifty dollars and on the same day received a Deed from the Sheriff conveying to them all the right, title and interest of the said Joseph B. Coffin, to the Lands herein above described, which Deed is herewith filed and Plaintiffs therefore state that they are the legal and equitable owners of the lands above described, by virtue of said judgment sale and Sheriff's Deed, And the Plaintiffs state that the said Joseph B. Coffin while said suit of Plaintiffs against him was pending and after being duly served with the summons concerted a plan to cheat, defraud, hinder and delay his creditors, and particularly to defraud the Plaintiffs out of the demand they had then sued him for, and for this purpose, the said Joseph B. Coffin, on the 5th day of September 1870 fraudulently executed a Deed of Trust on the Lands above described to Henry Williams, as Trustee

to secure a pretended debt of \$509. 38,
to Walter S Parr the above Defendant,
And Plaintiffs state that said pretended in-
debtedness of said Joseph B Coffin to
said Walter S Parr, was fraudulent
and that said Deed of Trust was made
and contrived by said Joseph B Coffin
for the purpose and with the intent
to hinder delay and defraud his creditors
of their lawful actions, damages, and
forfeitures, debts and demands, and par-
ticularly the Plaintiffs, and to defraud and
deceive those who should purchase said lands
and that the said Walter S Parr was a
party and privy to the fraud intended, and
the Plaintiffs charge that said Joseph B Coffin
was not indebted to said Walter S Parr
at the time said Deed of Trust was made, in
the sum of five hundred & nine dollars and thirty
five cents or in any sum whatever, but that
said Joseph B Coffin and Walter S Parr
combined and confederated together to cheat
and defraud Plaintiffs out of the debt
said Joseph B Coffin was then owing to
them and for which Plaintiffs obtained judg-
ment at the September Term 1870 of said
court, and Plaintiffs state that said Joseph
B Coffin was largely indebted, and insolvent
at the time he made said fraudulent Deed
of Trust and that the same was made

with intent to avoid the judgment he said
Plaintiffs would obtain against him, in the
suit then pending as aforesaid and that said
Walter S Parr was a party & privy to the
fraud intended, and Plaintiffs state that
they were existing creditors of said Joseph
O Coffin at the time said fraudulent Deed
of Trust was made, and the Plaintiffs further
state that, after Plaintiffs had acquired title
to the land aforesaid by the said Sheriff's Deed,
the Defendants caused said Trustee in said fraud-
ulent Deed of Trust to make a pretended sale
of said land, and on the 2nd day of December
1871, to make a pretended Deed for said land
to the said Walter S Parr, and which recites
a consideration of thirty dollars, But Plain-
tiffs aver that said Walter S Parr did not
pay thirty dollars for said land, or any sum
whatever, but that said Deed, made by Henry
Williams, the Trustee in said fraudulent Deed
of Trust on the 2nd day of December 1871, was
made and contrived by said Joseph O Coffin
and Walter S Parr, for the purpose and with
the intent to hinder, delay and defraud the
creditors of said, Joseph O Coffin, and par-
ticularly the Plaintiffs, out of their just
debts and demands against him, and to
deceive and defraud those who had pur-
chased said land and that the said Joseph

"I Coffin and Walter S Parr combined and confederated together to cheat and defraud the Plaintiffs out of said Lands, - and to place the title of the same nominally in the said Walter S Parr, for the secret use and benefit of the said Joseph P Coffin who has ~~continued~~ continued in possession of said land since said pretended Deed was made. And Plaintiffs aver that said Deed is without consideration, and fraudulent and void, That it was made and contrived with the intent to hinder, delay and defraud the creditors of said Joseph P Coffin out of their lawful actions, damages & forfeitures debts and demands and to deceive and defraud those who should purchase said lands and that said Walter S Parr, was a party and privy to the fraud intended, and that he had notice of Plaintiffs title to said Land when he received this said pretended Deed for the same. The Plaintiffs in consideration of the premises ask the court to adjudge and decree that the said Deed of Trust executed on the 5th day of September 1870 by Joseph P Coffin and his wife to Henry Williams for the land aforesaid be set aside, vacated, and for naught held, as being fraudulent and void, and to adjudge and decree that said Deed made

on the 2nd day of December 1871 by Henry Williams as Trustee to Walter S Parr for the land aforesaid, be vacated and set aside as fraudulent and void; and to grant such other and further relief as may be consistent with equity.

Arthur Green & J. C. Power
Attorneys for Plaintiffs

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

Witness W. S. Joyce Clerk of
said Court with the seal thereof
herunto affixed at office this
January 26th 1872.

W. S. Joyce Clerk.
By C. M. Hoine Depy.

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

The State of Missouri,

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

We command you, that you summon

Joseph P. Coffin

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 *third* Monday after the fourth Monday of *March* next, then and there to answer unto

John G. Allen & Henry Wallen

upon *their* 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 affixed, at office in Hillsboro, this *26th*

day of *January* A. D. 18*72*,

W. S. Boyce

Clerk Circuit Court.

By

W. M. Hume Deputy.

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RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

March TERM, 1872.

John A. Allen's

vs
George Walton

vs
Joseph S. Coffin

vs
Walter S. Parr

original

John Williams

Sheriff fee \$1.50

I Executed this Writ in Jefferson County Mo
on the 10th Day of February 1872 on J. B. Coffin
by Delivering to him a true copy of this Writ and
~~the~~ Petition as furnished by the clerk
Walter S. Parr not found in my County.

John Williams Sheriff

John G. Allen and Henry
W. Allen Plaintiffs
against
Walter S. Parr, and
Joseph P. Coffin - Defendants

In the Circuit
Court of Jefferson
County, Missouri
March Term 1872.

The Plaintiffs
state that on the 14th day of February 1870 they
filed a petition and instituted suit thereon in the
Circuit Court of said Jefferson County against
said Joseph P. Coffin and John A. Graff, - and
that summons was issued in said cause, and served
on the said Joseph P. Coffin and John A. Graff,
on the 17th day of February 1870, that after-
wards at the September Term 1870 of said Court
to-wit: on the 24th day of September 1870, the
Plaintiffs obtained judgment in said court on
said petition against the said Joseph P.
Coffin and John A. Graff, for one hundred
and twenty dollars and seventeen cents, and
that Plaintiffs caused execution to be issued on
said judgment on the 31st day of July 1871, and
which was delivered to the Sheriff of said County
and by him laid on the following described Lands
situate in Jefferson County in the State of
Missouri, as the property of the said Joseph
P. Coffin to-wit: - Beginning at the South East
corner of the North west quarter of the North
East quarter of Section Twenty four in
Township Forty of Range Four East thence

West Twenty chains, thence North twenty chains
thence on a straight line to the place of the be-
ginning being the South west third of the
North West quarter of the North East quarter
of said Section containing Twenty acres, And
having duly advertised said land for sale, the
said Sheriff at the September Term 1871 of
said Circuit Court, To wit: on the 23^d day
of September 1871, sold said land at public
sale to the highest bidder and the Plaintiffs
John G. Allen and Henry W. Allen became
the purchasers of said land for the sum of
Fifty dollars, and on the same day received
a deed from the Sheriff conveying to them all
the right title and interest of the said Joseph
P. Coffin to the lands herein above described, which
Deed is herewith filed. And Plaintiffs therefore state
that they are the legal and equitable owners
of the lands above described by virtue of said
Judgment sale and Sheriff's Deed. And
the Plaintiffs state that the said Joseph P.
Coffin, while said suit of Plaintiffs against
him was pending, and after being duly served
with the summons, concerted a plan to cheat,
defraud, hinder and delay his creditors, and
particularly to defraud the Plaintiffs out of
the demand they had then sued him for,
and for this purpose, the said Joseph P. Coffin
on the 5th day of September 1870 fraudulently

executed a Deed of Trust on the land above described to Henry Williams, as trustee to secure a pretended debt of \$509.35 to Walter S Parr the above defendant, and Plaintiffs state that said pretended indebtedness of said Joseph P Coffin to said Walter S Parr was fraudulent and that said Deed of Trust was made and contrived by said Joseph P Coffin for the purpose and with the intent to hinder, delay and defraud his creditors of their lawful actions damages, and forfeitures debts and demands, and particularly the Plaintiffs, and to defraud and deceive those who should purchase said Lands and that the said Walter S Parr was a party and privy to the fraud intended, and the Plaintiffs charge that said Joseph P Coffin was not indebted to said Walter S Parr at the time said Deed of Trust was made in the sum of five hundred & nine dollars and thirty five cents, or in any sum whatever, but that said Joseph P Coffin and Walter S Parr, combined and confederated together to cheat and defraud Plaintiffs out of the debt said Joseph P Coffin was then owing to them and for which Plaintiffs obtained judgment at the September Term 1870 of said Court, and Plaintiffs state that said Joseph P Coffin was largely indebted, and insolvent, at the time he made said fraudulent Deed of Trust

and that the same was made with intent to avoid the judgment he knew Plaintiffs would obtain against him, in the suit then pending as aforesaid and that said Walter S Parr was a party & privy to the fraud intended. And Plaintiffs state that he were existing creditors of said Joseph P Coffin at the time said fraudulent Deed of Trust was made - and the Plaintiffs further state that after Plaintiffs had acquired title to the land aforesaid by the said Sheriff's Deed, the Defendants caused said Trustee in said fraudulent Deed of Trust to make a pretended sale of said land, and on the 2nd day of December 1871, to make a pretended Deed for said Land to the said Walter S Parr, and which recites a consideration of thirty dollars. But Plaintiffs aver that said Walter S Parr - did not pay thirty dollars for said land, or any sum whatever, - but that said Deed made by Henry Williams, the trustee in said fraudulent Deed of trust, on the 2nd day of December 1871, was made and contrived by said Joseph P Coffin and Walter S Parr, for the purpose and with the intent to hinder, delay, and defraud the creditors of said Joseph P Coffin, and particularly the Plaintiffs out of their just debts and demands against him, and to deceive and defraud those who had purchased said land and that the said Joseph P Coffin and

Walter S. Parr, combined and confederated together to cheat and defraud the Plaintiffs out of said Lands, and to place the title of the same nominally in the said Walter S. Parr, for the secret use and benefit of the said Joseph B. Coffin, who has continued in possession of said land since said pretended Deed was made, and Plaintiffs aver that said Deed is without consideration, and fraudulent and void, that it was made and contrived with the intent to hinder, delay and defraud the creditors of said Joseph B. Coffin out of their lawful actions, damages & forfeitures, debts and demands, and to deceive and defraud those who should purchase said lands, and that said Walter S. Parr, was a party and privy to the fraud intended, and that he had notice of Plaintiffs title to said Land, when he received his said pretended Deed ~~of~~ ^{from} ~~of~~ for the same. The

Plaintiffs in consideration of the premises ask the court to adjudge and decree that the said Deed of Trust executed on the 5th day of September 1870 by Joseph B. Coffin and his wife to Henry Williams for the land aforesaid, be set aside, vacated, and for naught held, as being fraudulent and void; and to adjudge and decree that said Deed, made on the 2nd day of December 1874 by Henry Williams as trustee to Walter S. Parr for the land aforesaid, be vacated and set

aside, as fraudulent and ~~void~~ void; and
to grant such other and further relief as
may be consistent with equity

Attest Green & C. Power,
Attorneys for Plaintiffs

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

Witness W. S. Joyce Clerk of said Court
with the seal thereof hereunto affixed
at office this January 26th 1872,

W. S. Joyce Clerk,
By M. H. Marine Dept.

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

The State of Missouri,

St Louis

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

We command you, that you summon

Walter S. Par

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 *third* Monday after the fourth Monday of *March* next, then and there to answer unto

John G. Allen & Henry Wallen

upon *their* 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 affixed, at office in Hillsboro, this *26th*

day of *January* A. D. 18*72*

W. S. Boyce Clerk Circuit Court.

By

W. S. Boyce Deputy.

✓ 38

RETURNABLE
TO
JEFFERSON CIRCUIT COURT.

March Term, 1872.

John Q. Allen
and Henry W. Allen,

vs.
W. J. Davis et al.

original

616 Morgan

Executed this writ in St Louis County
on the 8th day February 1872, by
delivering a copy of the writ and
petition as furnished by the Clerk
to Walter J. Parr, the defendant
for \$1.00
Philip C. Taylor, Sheriff
St Louis County Mo
By R. M. Boatright Deputy

John G. Allen &
 Henry W. Allen, Plaintiffs
 against
 Walter S. Parr &
 Joseph B. Coffin, Defendants

In the Circuit
 Court of Jefferson
 County
 Missouri

Now at this day come the Defendants and for answer to the petition of the Plaintiffs say they have no knowledge or information sufficient to form a belief as to whether or not Plaintiffs did on the 14th day of February 1870 file a petition & institute suit thereon in the Circuit Court of said Jefferson County against Joseph B. Coffin & John A. Graff or as to whether or not summons was issued in said cause & served on the said Joseph B. Coffin & John A. Graff on the 17th of February 1870 or as to whether or not at the September Term of said Circuit Court, Term, on the 24th day of September 1870 the Plaintiffs obtained a judgment in said Court on said petition against said Joseph B. Coffin & John A. Graff for one hundred & twenty dollars & seventeen cents or for any other sum or as to whether or not said Plaintiffs caused execution to issue on said judgment on the 31st of July 1871 or at any other time or as to whether or not such execution was delivered to the Sheriff of said County or as to whether or not such execution was by said Sheriff levied on the Real Estate described in the petition of Plaintiffs either as the property of Joseph B. Coffin or any other person

or as to whether or not said Sheriff having duly advertised said Land for sale did at the September Term of said Court 1871 either on the 23rd day of September 1871 or at any other time sell said Land at public sale to the highest bidders or as to whether or not plaintiffs John G. Allen & Henry W. Allen became the purchasers of said Land for the sum of fifty dollars or any other sum or as to whether or not said plaintiffs on the same or any other day received a Deed from the Sheriff conveying to them all the right, title & interest of said Joseph B. Coffin to said Lands and Defendants deny that any such Deed is or ever was filed by plaintiffs in this Cause with their petition herein, and Defendants deny that plaintiffs are either the legal or Equitable owners of the Lands described in their said petition or of any part thereof or any interest therein either by virtue of any such Judgment, sale or Sheriff's Deed or otherwise,

Defendants deny that the said Joseph B. Coffin while said suit of plaintiffs against him was pending & after being duly served with the summons or at any other time concerted a plan to cheat, defraud, hinder and delay his creditors or particularly to defraud the plaintiffs out of the demand they had then sued him for and utterly deny that for this purpose the said

Joseph B. Coffin either on the 5th day of September 1870 or at any other time fraudulently executed a Deed of Trust on the Real Estate in Plaintiff's Petition described to Henry Williams as Trustee to secure a pretended Debt of \$509.³⁵/₁₀₀ to Walter S. Parr the above Defendant,

Defendants deny that said indebtedness was a pretended indebtedness and deny the allegation in Plaintiff's Petition that said pretended indebtedness of said Joseph B. Coffin to said Walter S. Parr was fraudulent and deny that said Deed of Trust was made & contrived by said Joseph B. Coffin for the purpose and with the intent to hinder, delay and defraud his Creditors of their lawful actions, Damages and forfeitures, debts and demands & particularly the Plaintiffs or to defraud and deceive those who should purchase said Land and utterly deny that said Walter S. Parr was a party and privy to the fraud or any fraud intended and deny that any fraud was intended Defendants deny the allegation in said Petition that the said Joseph B. Coffin was not indebted to said Walter S. Parr at the time said Deed of Trust was made in the sum of five Hundred & nine Dollars & thirty five Cents or in any sum whatever but that said Joseph B. Coffin and

Walter S. Parr Combined and Confederated together to cheat and defraud plaintiffs out of the debt said Joseph B. Coffin was then owing to them and for which plaintiffs obtained judgment at the September Term 1870 of said Court but to the contrary thereof, said Deed of Trust was given by said Joseph B. Coffin to said Walter S. Parr in good faith to secure a ~~one~~ just debt for the amount therein specified which said Coffin owed said Parr.

Defendants admit that said Joseph B. Coffin was considerably in debt at the time said Deed of Trust was made but deny that he was insolvent, and deny that said Deed of Trust was fraudulent and deny that the same was made with intent to avoid the judgment he knew plaintiffs would obtain against him in the suit then pending against him as aforesaid and deny that the allegation is true that said Walter S. Parr was a party & privy to the fraud intended and utterly deny that any fraud was intended. Defendants do not deny that plaintiffs were creditors of Joseph B. Coffin at the time said

Deed of Trust was made but defendants deny that said Deed of Trust was fraudulent & deny that said Walter S. Parr had any knowledge at that time that said Coffin owed plaintiffs any money or was in any way bound or indebted to them & has only been informed of the same since this suit was commenced. Defendants deny the allegation that after Plaintiffs had acquired title to said Land by said Sheriff's Deed as stated in their petition that Defendants caused said Trustee in said fraudulent Deed of Trust to make a pretended sale of said Land and on the 2nd day of December 1871 to make a pretended Deed for said Land to Walter S. Parr and which recites a consideration of thirty Dollars and denies the allegation in said petition that said Walter S. Parr did not pay thirty Dollars for said Land or any sum whatever, & denies the allegation in said petition that said Deed made by Henry Williams the Trustee in said fraudulent Deed of Trust, on the 2nd day of December 1871 was made and contrived by said Joseph B. Coffin, and Walter S. Parr for the purpose with the intent to hinder, delay and defraud the creditors of said Joseph B. Coffin & particularly the plaintiffs out of their just debts & demands

against him and to deceive and defraud
those who had purchased said Land
for Defendants aver that ~~Plaintiffs~~
Plaintiffs never acquired any title to said
Land either by virtue of any Sheriff's Deed
or otherwise and aver further that the
Sale made of said Land by said Henry
Williams Trustee in said Deed of Trust &
at which said Parr became the purchaser
was made in good faith on the 2nd day
of December 1871 as in the Deed of said
Trustee recited & for the consideration as
recited therein, and Defendants deny the
allegation in Plaintiffs Petition contained
that said Joseph B. Coffin & Walter S. Parr
combined & confederated together to cheat
and defraud the Plaintiffs out of said
Land and to place the title of the same
nominally in the said Walter S. Parr for the
secret use and benefit of said Joseph B.
Coffin who has continued in possession
of the same said Land since said pretended
Deed was made Defendants deny the
allegation in said petition that said
Deed is without consideration and
fraudulent and void deny that it
was made and continued with the
intent to hinder delay and defraud

the Creditors of said Joseph B. Coffin out of their Lawful actions, Damages & forfeitures debts & demands and to deceive & defraud those who should purchase said Lands and deny that said Walter S. Parr was a party & privy to the fraud intended and deny that any fraud was intended and deny that said Walter S. Parr had any notice of Plaintiffs title to said Land when he received his said pretended Deed for the same as plaintiffs in their petition style it, but which Defendants assert to be a good Deed of conveyance made in good faith & upon a sufficient & valid consideration & deny that plaintiffs have or ever had any title to said Land

Defendants deny the right of plaintiffs to have a Decree that said Deed of Trust executed on the 5th day of September 1870 by Joseph B. Coffin this wife to Henry Williams for the Land in said petition described set aside, vacated & for naught held as being fraudulent & void for Defendants Deny that the same was fraudulent & void but say it was made in good faith to secure the debt therein specified and deny the right of plaintiffs to have a Decree that the Deed made on the

2nd day of December 1871 by Henry
Williams as Trustee to Walter S. Parr
for said Land vacated & set-aside as
fraudulent & void as said Deed is
not fraudulent & void but was
made in good faith by said Trustee
under the Deed of Trust aforesaid
which Deed of Trust was executed
by said Coffin to secure the sum of
money therein specified to said
Parr and which ~~which~~ sum
said Coffin justly owed him,

And having answered
fully pray judgment for costs

O. D. H. Weidner &
Jos. J. Williams
Attorneys for Defen-
=ants

Jefferson Circuit Court

John G. Allen, Et. al.

vs
Walter S. Parr, Et. al.

Answer of Defendants

Filed Aug 7th 1872
W. S. Boyce
Clerk

Weidner & Williams
for Defendants

John G. Allen and	} In the Circuit Court
Henry M. Allen, - Plaintiffs	
Against	
Walter S. Parr, and	
Joseph B. Coffin, } Defendants	for the County of Jef- ferson & State of Missouri

To Joseph J. Williams
Attorney of record for the Defendants;

You are hereby notified, that depositions
of witnesses to be read in evidence on the
trial of the above entitled cause, on the
part of the Plaintiffs, ^{will be taken} at the office of
S. V. Papin & Bro, No. 318 Chestnut Street
in the City of St. Louis, in St. Louis County
in the State of Missouri, on the Thirteenth
day of September 1872, between the hours
of eight o'clock in the forenoon, and six
o'clock in the afternoon, - and if the ta-
king of the said depositions be not comple-
ted on that day, that the taking of the same
will be continued from day to day, at the
same place, and between the same hours
until completed.

} Abner Green
Attorney for Plaintiffs

I accept notice of the within and
waive the necessity of service
on me by an officer

Sept. 9th 1872

Jos. J. Williams
Atty. for Defendants

John G. Allen
vs. Harry W. Allen

W. S. Parr, &

Jos. B. Coffin

Notice to take

Depositions

11 O'clock on 13th

Deposition of witnesses, produced, sworn and examined, on the 13th day of September, in the year of our Lord 1872. between the hours of Eight O'clock in the forenoon and Six O'clock in the afternoon of that day, at the office of S. V. Papin & Bro. No. 318. Chestnut Street, in the City of St Louis, County of St Louis and State of Missouri, before me Theodore Papin, a Notary Public within and for said County and State, in a certain Cause, now depending, in the Circuit Court of the County of Jefferson, in the State of Missouri, between John G. Allen and Henry W. Allen, Plaintiffs and Walter S. Parr and Joseph B. Coffin, Defendants, on the part of the Plaintiffs;

Walter S. Parr, of lawful age, being produced, sworn and examined, on the part of the plaintiffs, deposes and saith;

My name is Walter S. Parr, am 33 years of age. I reside in St Louis, am merchandizing, I know Jas. B. Coffin the Co-defendant in this case, I have known him since about 1862, I have had business transactions with ^{him}, during the year 1870. he was indebted to me. He was indebted to me on the 5th day of September 1870. some few dollars over five hundred dollars. I know about the deed of trust given by Coffin about that time to secure that amt. Coffin was indebted to me partly for stock sold him on the farm, part of the balance was for interest on note given in payment for this stock, the remainder was for merchandise from my store also for some cash I gave him, whilst he was at work on my farm, the stock sold him

battle, hogs, wagons &c. The note he gave me for the stock was for \$375⁰⁰ he never paid any of the note, the remainder was for interest on this note, merchandise and some money given him. This first indebtedness I have spoken of accrued in 1867. I endeavored to collect that amount,

Question

Did you ever say anything to him about securing the debt by giving a deed of trust.

Answer

No I never mentioned it to him

Question Did you ever ask him to give a deed of trust through an agent of yours,

Answer - No Sir.

Question Then this deed of trust given to secure this debt, was given without your asking for it, if I understand, and without your knowledge &

Answer -

No Sir it was not.

Question

Do you mean to say, that it was ^{not} given without you asking for it.

Answer -

I mean to say that I did not ask him for it.

Question

Now did you know anything about that deed of trust being given until after it had been ^{given} by Coffin upon the property mentioned in the petition.

Answer - Yes Sir, I knew from a conversation with Mr Coffin - Mr Coffin came to St Louis about a month prior to ~~that~~ ^{the} time the deed of trust

was given, I asked him about the debt he said he did not have any money, but said he would give me a deed of trust upon a piece of property he owned in Jefferson County. He stated he would give me the deed of trust the next time he came to St. Louis. I told him I would be satisfied with that. The next time I saw him was either the 4th or the 5th when he gave me the deed of trust, it was not later than the 5th. ~~He~~

Question Was anything said in the first conversation you have mentioned about Coffin being indebted or pressed by his creditors

Answer - No Sir.

Question State whether you knew at that time whether he was indebted or being pressed by his creditors

Answer I knew that he was indebted but knew nothing about his being pressed by his creditors.

Question Did you consider him in a safe or unsafe condition at that time as regards Solvency

Answer - I thought at the time that he had property enough to pay his debts - I was present when the deed of trust referred to was Executed. Coffin was also present, it was Executed at Justice Watters office in St. Louis County. Coffin came to my store and we went to the Justice's office together. But he met me at my store in the morning & we went down and had the deed Executed. If the deed was Executed on the 5th it must have been on that day that we went to Squire Watters together. We may have had some conversation in the store, before going to the Justice's office but I can't tell now what it was.

Question - Don't you remember whether you had any conversation with him or not upon that occasion -

Answer - I don't remember what conversation we had, we went direct from the store to Justice Watthurs office

Question - Why did you go to Justice Watthurs office

Answer - We went to have the deed of trust made out

Question - You had a conversation then about the deed of trust -

Answer - I did not say that, but I think it more than likely, that we had, The deed of trust was first handed to me by Mr Weidner, at Justice Watthurs office.

Question - So if I understand you, you had seen Mr Coffin, before the deed of trust was handed to you, on the morning of the 5th

Answer - I saw Mr Coffin on the 5th before I got the deed of trust.

Question - State whether or not you did not see him on the 4th or within a few days prior to the 5th

Answer - I don't remember of seeing him.

Question - Can you remember whether anything was said in the conversation referred to on the morning of the 5th in regard to Coffin's securing your indebtedness -

Answer - I naturally supposed there was something said about it, I don't remember what was said, I don't know that there was anything mentioned about the indebtedness after the

2
Deed was Executed,

Question - Did you know at the time the deed was Executed, that the plaintiffs were pressing a suit against Coffin

Answer No. Sir - ~~I am well~~

Question And you are willing to swear that at the time the deed of trust was given, Coffin was justly indebted to you in the sum of \$500⁰⁰ & upwards.

Answer Yes Sir.

Question You are a good friend of Coffin's are you not. You have known him for some time

Answer - Yes Sir

Cross Examination

The debt of \$500⁰⁰ and odd dollars was made up, of a debt of 1867 for which I had a note, the amt of the note was \$375⁰⁰ and interest up to the time the deed of trust was given, the note bore 10 per cent interest, the balance was for merchandise and money loaned and book account.

Question State fully all the conversation, between yourself & Coffin at the time, Coffin first spoke of giving you a deed of trust to secure the debt -

Answer - I told him that I would like to have some money, He stated that he had none at that time, that he would give me a deed of trust

upon a piece of property, he had in Jefferson County, I don't remember what further conversation was had in reference to this matter. The next time I saw him ~~was~~ was when he gave me the deed of trust, on the 5th of Sept. 1870 as near as I can recollect. Mr Weidner drew the deed of trust and note at Justice Wathers's office. I don't remember the conversation that ~~was~~ passed on the morning of the 5th. We went to Justice Wathers's office because it was the nearest place. Coffin's wife acknowledged the deed of trust in Jefferson County. The note was given for \$500⁰⁰ and odd, it included the old note of \$375⁰⁰ and the book account, and also the interest on the note of \$375⁰⁰.

Re-direct Examination

The Old note of \$375⁰⁰ was dated sometime in the Spring of 1867, there ~~was~~ were no credits upon it, ~~Also~~ The merchandise I sold him was furniture, I can't tell the amount, ~~but~~ now but can tell by referring to my book, He had not paid me anything upon the furniture when the deed of trust was given.

Question - Was there as much as \$35⁰⁰

Answer I don't think there was, ^{far} positive there was \$10⁰⁰ worth of furniture but am not positive

there was \$15.⁰⁰ worth, I can't tell exactly without referring to my books, I can give all the items by referring to my books

Question - About how much was the ^{amt of the} furniture and the cash.

Answer - I can't tell without knowing the amt of the interest on the first note

Question - Can you tell how much cash there was advanced

Answer - No Sir

Question - Was there as much as \$50.⁰⁰

Answer - I can't say.

Question - Was there as much as \$10.⁰⁰

Answer - I can't say without referring to my books

Question - Was there as much as \$5.⁰⁰

Answer - My answer to this is the same as answer to preceding question.

The deed was not written when Coffin came to my place of business on the morning of the 5th. The deed was written at Justice Walthers office, I am one of the defendants in this case

Re-cross Examination

My books will show all the items of my account, both Merchandise and Cash, against Coffin which was included in this note, I cannot state from memory the amount of each item -

Walter S. Parr

Subscribed and Sworn to before
me, on the day, at the place, and
within the hours first aforesaid
Theodore Papin
Notary Public, St. Louis County Mo.

I, Theodore Papin a Notary Public within and for
the County of St. Louis, in the State of Missouri, do
certify, that in pursuance of the Annexed notice, came
before me, at the Office of S. V. Papin & Co. No. 318,
Chestnut Street, in the City of St. Louis, in the County
and State last aforesaid, Walter S. Parr, who
was by me sworn to testify the whole truth of his
knowledge touching the matter in controversy
aforesaid, that he was Examined, and his Examination
reduced to writing, and Subscribed by him, in my
presence, on the day, between the hours, and at the
place in that behalf first aforesaid, and his said
depositions are now herewith returned

Given under my hand and official
Seal, at St. Louis City, in the
County of St. Louis and State of
Missouri this 13th day of September
A. D. 1872

Theodore Papin
Notary Public

John G. Allen &
Henry W. Allen
vs

Walter S. Parr &
Joseph B. Coffin
Depositions on behalf
of Plaintiffs

Notary's fee \$5⁰⁰
pd by plaintiffs

Received by mail opened
and filed.

Sept 17th 1872

Mrs Boyce Co
Per Geo. Horne Depy,

No. 3457

Jefferson Circuit Court.

March Term, 1872

John G. Allen &
Henry Wallen
vs.
Joseph B. Coffin
W. S. Parr

Judgment, - - \$

Date 18

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Judg't Docket, Page

Green & Over

Plaintiff's Atty.

ATTORNEYS: Exercise care and return promptly.

C. F. Chamberlin & Co., Printers and Stationers, St. Louis.