

Jefferson County Circuit Court
Case Files - Civil
March 1872

Box

29 Folder 37

Clark, Debora W.
Clark, Samuel

vs
Hill, Irad

Fredrickson, Carl C.
Hamel, John C.

Correct deed of trust

80 acres in S8T39R4E securing
four \$100 notes from Fredrickson
to Hill; deed assigned to plaintiffs

Deborah W. Clark and
Samuel Clark, Husband
of said Deborah W. Clark
Plaintiffs

In the Circuit
Court of
Jefferson
County
Missouri

against
Irad Hill
Carl C. Fredrickson &
John C. Hamel, Defendants

Plaintiffs aver that they are Husband
and wife that is to say the Plaintiff
Samuel Clark is the Husband of
the Plaintiff Deborah W. Clark,
they further aver that the Defendant
Carl C. Fredrickson being on the 15th
day of March 1866 indebted to the
Defendant Irad Hill in the sum
of Eight Hundred and fifty dollars
and being also at that time the owner
of the Real Estate herein described
Situate in Jefferson County Missouri
viz, the North West quarter of the South
West quarter of Section Eight and the
South West quarter of the South
West quarter of Section Eight all in
Township Thirty nine North of Range
four East Containing in the whole
Eighty acres did on said 15th day of March
1866 for the purpose of securing the

payment of said indebtedness to said
Hill execute and deliver to him his
five negotiable promissory notes
one for fifty Dollars payable Sept-
1st 1866 and four notes for the
Principal sum of Two ~~Thousand~~
Hundred Dollars each payable
respectively on the 1st day of March 1867,
1868, 1869 & 1870 and each bearing interest
at the rate of six percent per annum,
from date, together with a Deed of Trust
on the Real Estate herein before described,
which said notes and Deed of Trust were
of even date and were on the said day
viz March 15th 1866 for the purposes
aforesaid delivered to said Hill, but,
Plaintiffs aver that in the execution
of said Deed of Trust said Carl C.
Frederickson the maker and said
Hill made a mistake in this
that is to say whereas it was by
them intended as well by them as
by John C. Hamel who is a party-
Defendant herein that said Land
should be conveyed to said
Hamel as Trustee in said Deed
in Trust for the purposes in said
Deed specified, viz, for the purpose
of selling said Land for the payment-

of said notes in case default should be made by said Frederickson in their payment or in the payment of any of them when due and whereas it was by all the parties to said deed intended that said Hamel should be made party of the second part and said Will party of the third part therein they in the writing of said deed by mutual mistake caused said Will's name to be inserted therein as party of the second part and said Hamel's name to be inserted therein as party of the third part so that plaintiffs aver that the title was vested by said deed in said Will as trustee who was the beneficiary therein & the holder of said notes by mutual mistake of all the parties to said deed instead of said Hamel who was by all the parties intended to be constituted such trustee, & whose name was inserted in said deed for such purpose & with such intention, plaintiffs aver that the notes aforesaid one for fifty dollars which matured in Sept. & the one for Two Hundred Dollars which matured March 1st 1867 were paid to said Will when due and that the three ~~which~~

notes which matured respectively on the first of March 1868. & 1869 & 1870 as well as said Deed of Trust were on the 31st day of March 1869 assigned by said Brad Hill to and delivered for value to the Plaintiff Debora W. Clark to whom they yet with the accrued interest remain due,

And in consideration of the premises and to the end that said Real Estate may be sold for the payment of said notes yet due Plaintiffs. Pray the Court to decree that said Deed of Trust be reformed so as to vest the title of the Land therein described in said Heamel as trustee therein in trust for the purposes in said Deed (which is herewith filed and made a part of this petition) specified and that he be invested with full power and authority to sell said Real Estate for the purpose of paying off said notes and interest and the costs of said Trust and for other proper relief

Jos. Williams
Atty. for Plaintiffs

6- 301,336,567
7 16,574,881,000,126

"Debora & Samuel Clark,
vs.

Hill, Hamel,
Frederickson

Paid Feb 2nd 1872
W S Roy & Co.
By Theo Homie Dep

Debra W Clark and
Samuel Clark husbands of
said Debra W Clark Plaintiffs.

against

Irish Hill, Carl C Fredrickson
& John C Hamel Defendants,

In the Circuit
Court of Jefferson
County

Missouri

Plaintiffs aver that
they are husband and wife that is to say the Plaintiff
Samuel Clark is the husband of Debra W Clark
they further aver that the Defendant Carl C Fredrickson
being on the 15th day of March 1866 indebted to the
Defendant Irish Hill in the sum of Eight Hundred
and fifty Dollars, and being also at the time
owner of the Real Estate herein described sit-
uate in Jefferson County Missouri viz. The North
West quarter of the South West quarter of Section
Eight and the South West quarter of Section
the South West quarter of Section Eight all in
Township Thirty Nine North of Range Four
East containing in the whole Eighty acres did
on said 15th day of March 1866 for the purpose
of securing the payment of said indebtedness to
said Hill Execute and deliver to him his five
negotiable promissory notes one for fifty dollars
payable Sept 1st 1866 and four notes for the
principal sum of two Hundred dollars each
payable respectively on the 1st day of March
1867, 1868, 1869, & 1870 and each bearing interest
at the rate of six per cent per annum from
date, together with a deed of trust in the

Real Estate hereinbefore described, which said notes and Deed of Trust were of even date and were on the said day viz March 15th 1866 for the purposes aforesaid, delivered to said Hill, but Plaintiffs aver that in the execution of said Deed of Trust said Carl C. Fredrickson the maker and said Hill made a mistake in this that is to say whereas it was by them intended as well by them as by John C. Hamel who is a party Defendant herein that said land should be conveyed to said Hamel as Trustee in said deed in Trust for the purposes in said Deed specified viz for the purpose of selling said land for the payment of said notes in case default should be made by said Fredrickson in their payment or in the payment of any of them when due and whereas it was by all the parties to said deed intended that said Hamel should be made party of the second part and said Hill party of the third part therein they in the writing of said deed by mutual mistake caused said Hill's name to be inserted therein as party of the second part and said Hamel's name to be inserted therein as party of the third part so that Plaintiffs aver that the title was vested by said deed in said Hill as Trustee who was the beneficiary therein & the holder of said notes by mutual mistake

of the all the parties to said deed instead
of said Hamel who was by all the parties
intended to be constituted such trustee, &
whose name was inserted in said deed for
such purpose & with such intention. Plain-
tiffs aver that the notes aforesaid one for
fifty dollars which matured in Sept.
& the one for Two hundred Dollars which
matured March 1st 1867 were paid to said
Hill when due and that the three notes
which matured respectively on the first of March
1868 & 1869 & 1870 as well as said Deed of Trust
were on the 31st day of March 1869 assigned
by said David Hill to and delivered for value
to the Plaintiff Debora W. Clark
to whom they yet with the accrued inter-
est remain due, and in consideration of
the premises and to the end that said Real
Estate may be sold for the payment of
said notes yet due plaintiffs pray the
court to Decree that said Deed of Trust be
reformed so as to vest the title of the land
therein described in said Hamel as Trustee
therein in Trust for the purposes in said deed
(which is herewith filed and made a part of this
petition) specified and that he be invested with
full power and authority to sell said Real
Estate for the purpose of paying off said
notes and interest and the costs of said Trust

and for other proper relief

Jos. J. Williams
atty for Plaintiff,

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

Witness, W. S. Boyce clerk of said
court with the seal thereof hereunto
affixed this February 3rd 1872.

W. S. Boyce clerk
By C. McQuinn Deft

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

John C. Hamel

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

Debra W. Clark and

Samuel Clark

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 *third*

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

W. S. Boyce Clerk Circuit Court.

By

Chas. H. Quinn Deputy.

RETURNABLE
TO
JEFFERSON CIRCUIT COURT.

March TERM, 1872,

Samuel Clark Sheriff.

v.

John W. McDaniel
et al.

(Original)
John Williams
Sheriff Fee \$1.00

I Executed this Writ in Jefferson County Mo
on the 7th Day of February 1872 on John C.
Hammel by Delivering to him a true copy
of this Writ and Petition as furnished by the
Clerk

John Williams Sheriff

Deborah and Samuel
Clerk Plaintiffs

vs
Rod Hill, Carl C.
Frederickson and
John C. Hamel, Defendants

In the Circuit
Court of Jefferson
County
Mo.

Now at this day come Rod
Hill and Carl C. Frederickson two
of said Defendants and for answer
to the petition of the Plaintiffs heretofore
filed in this behalf state that the
Plaintiffs should not have and
maintain this action against
them because they state their interest
in ~~said~~ the land mentioned in
plaintiffs' petition ~~as will also~~
~~as the deed of trust therein de-~~
~~scribed~~ has been sold and
transferred to other parties before
the Commencement of this suit
and the deed of trust described in
said petition has been paid before
the Commencement of this suit
to Rod Hill and hence they ^{not now} have
and did not at the time of filing
said petition have any interest in
the subject matter of this action.

John H. Thomas & Bro
attys for said Dfts.

D. S. Clark

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Hill et al

Answer.

Filed Aug 7th 1892

W. S. Boyce

Clerk

Deborah & Samuel
Clark

vs
Irad Hill, Carl C.
Frederickson & John
C. Hamel

In the
Circuit Court
Jefferson
Co. Mo.

Now at this day come the Plaintiffs
& for Reply to the answer of
Defendants deny that the interest
of Defendants in the Land
described in Plaintiffs Petition
has been sold & conveyed to other
parties before the commencement
of this suit and deny that the
Deed of Trust described in said
Petition of Plaintiffs has been paid
before the commencement of
this suit to Irad Hill & deny
the allegation that they have not
now & did not when this suit was
commenced have any interest
in the subject matter of this
action & pray judgment as
in the petition prayed.

Joseph Williams
Att. for Plaintiffs

Clark & al
vs

Hill & al

Reply

Filed Sept 11th 1872

W S Boyce Clerk

John L. Thomas^{And}
H. H. Thomas Plaintiffs
vs
Samuel^{And} Deborah Clark Defendants
In the Circuit Court of
Jefferson County Mo.

To John L. And H. H. Thomas you are
notified that Depositions of witnesses
to be read in evidence on the part
of the Defendants in the trial of the
above entitled cause will be taken
at the Office of Anson Moore

in Water Town in Jefferson County
State of New York between the
Hours of eight a clock in the fore-
noon and six a clock in the afternoon
on the 10th day of May 1873
May 1st 1873

} Saml. Clark &
} Debora Clark Jffs.
} By Williams Attorneys

We acknowledge notice of the above
notice and waive the necessity of it being
served by an us by an Officer, also
waive the necessity of a Commission
being issued for the taking of the Dep-
ositions, also waive all objection to such
Depositions on account of the notice not being
as long as required by law, also waive

any objection on account of the
place of taking such depositions,
not being more definitely described
and specified in the notice
This 1st of May A.D. 1873

John L. Thomas

W. H. H. Thomas

Defendants Plaintiffs

Depositions of witnesses
produced sworn and examined on the
10th day of May in the year of our Lord
1873 between the hours of eight o'clock in
the forenoon and six o'clock in the afternoon
of that day at the office of Charles
Moore in the City of New York in Jefferson County,
State of New York, before me Andrew
J. Moore — a Notary Public, in a
certain cause now depending in the
Circuit Court of the County of Jefferson
in the State of Missouri, between
John S. Thomas and W. H. Thomas,
Plaintiffs and Samuel Clark and
Deborah Clark Defendants on the
part of the Defendants. —

Deborah Clark, of lawful age, being
produced sworn and examined on the
part of the Defendants deposes that and
saith, she is one of the Defendants
in the above entitled cause and
resides in the City of Watertown in the

County of Tupper New York.
That she is the owner of the deed of
Trust referred to in this cause and the
purchaser the same of Brad Hill, said
deed of Trust was assigned to her at the
time of the purchase, which purchase
included the notes, & moneys which
said deed of Trust was given and the
notes were delivered to her at the
same time with the transfer of the
deed of Trust. The notes were three
in number and \$200 each besides
interest. That she paid for said notes
and deed of Trust the sum of five
hundred and fifty dollars, which was
the entire consideration of said transfer
and purchase. That said five hundred
and fifty dollars was all the money
of the defendant, and was at the time
forwarded to her by her husband
Samuel Clark from Waterbury, and
none of said money was furnished by
D. G. White or owned by him. or any
one else than defendant, and defendant
has ever since owned said notes and
deed of Trust and the whole thereof.

That at the time of said purchase
defendant was on a visit to two brothers

also lived in the State of Illinois,
an affidavit was sworn D. G. White
the other was B. P. White of Adams
County, at Hays Kansas - defendant
learned from said D. G. White that
about their being rich notes and
bad of fruit, & that the same were
due & and foreclosure was threatened.
and Frederickson & D. G. White wanted
Dobson to ^{see} who could purchase
the same of said Kell and give them
Frederickson & White time in
which to pay them. and defendant
thereupon sent to her husband for
some money she had in the bank
at the town being the sum of five
hundred dollars. which sum
her husband sent her and the other
fifty dollars defendant had with
her. and thereupon defendant paid
said five hundred and fifty dollars
to said Kell with the understanding
with Frederickson and White that
she would give them additional
time in which to pay the same -
and defendant expected and designed
at the time that she would hold
said notes & bad of fruit as fully
at force against the maker thereof

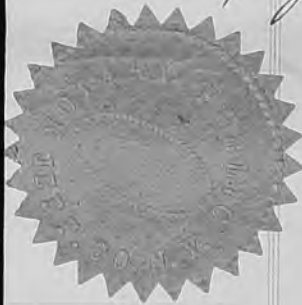
and against the property covered
thereby, or the said Fred Bell did
begin her purchase, accepting the
single circumstance of giving further
time for the payment. and she expected
and designed to have and hold all the
rights and claims of said Bell as fully
as he did himself, excepting such time,
and her only and sole motive for
doing it was to divert her money in
said notes & deed of trust and for said
Frederickson & White time in which
to pay ~~it~~ them and in case they did
not do it defendant expected to huff and
and desired to have the right to pay
and pay for the said deed of trust
and defendant advanced said money
in good faith and without any design
to injure or defraud any creditors of
either of said Frederickson or White.

That the said S. G. White has not
seen and never had any interest
in the said notes or deed of trust, or
the money advanced by defendant. -

Defendant further says that her
husband Samuel Clark, is now unwell,
confined to his home, and is not able
to be present at the examination
or give his evidence.

herein -
subscribed and sworn to Deborah W. Clark
before me, as the day at
the place and within the
hours first specified

Andrew J. Moore
Notary Public



I, Andrew J. Moore, Notary Public
within and for the County of Jefferson
in the State of New York do hereby certify that
in pursuance of the above stipulation
and return, came before me at the office
of Andrew Moore in Holston County
of Jefferson State of New York, Deborah
Clark who was by me sworn &
testify the whole truth of her knowledge
touching the matter in controversy
specified, that she has examined & her
examination reduced & verified and
subscribed by her in my presence
as the day and between the hours and at
the place in that behalf first specified
and her said deposition is now herewith
returned and I further certify that
said Deborah Clark is a resident of
said County of Jefferson in said

Not of New York

Proin or Notation in the Court
of Appeal and Not of New York
thei with day & May 1873.

Andrew J. Moore
Notary Public
Jeff Co



Filed May 15 1873
ms Royce

Deborah W. Clark and
Samuel Clark her
husband, Plaintiffs

In the Circuit
Court of Jefferson
County Mo.

vs
Ezra Hill, Carl C.
Frederickson, John
C. Daniel and
John B. Howard & Co
Defendants

Now at this day came
John B. Howard and Wm. H. H. Howard
two of said Defendants and for
separate answers for themselves
state that on the 31st day of March
1869 Deborah W. Clark bought three
of the notes mentioned in Plaintiffs
petition and paid therefor to Ezra
Hill the holder thereof the sum
of Five hundred dollars and no
more and thereof Defendants
say that the said Deborah W. Clark
never had a lien by virtue of
said deed of trust or otherwise
on said land for a greater sum
than Five hundred dollars and
that said notes bore interest at the rate
of six percent per annum.
These Defendants for further
answers state that the said Deborah
W. Clark by her agent and tenant

D. G. White has been in possession of the premises described in Plaintiffs' petition enjoying the rents, profits and uses thereof and that she ~~through her said agent and tenant~~ ought to be charged with the rents of said premises from March 31/1869 to the time of the rendition of judgment herein which one and have been since that time reasonably worth one hundred dollars per annum, and which sums ought to be credited on the said sum of Five Hundred dollars. These Defendants state that the said Deborah through her said agent and tenant since March 31st 1869 has chopped large quantities of timber off of said premises and has sold and converted the same to her own use as follows - viz:

Three hundred Rail Rood this reasonably worth forty dollars per hundred: Two hundred cords of wood reasonably worth \$2.50 per cord, making for said work the sum of Five Hundred dollars.

These Defendants state that their sums should be credited on said sum of Five Hundred dollars and the

acceded interest.

Therefore they say that said deed of trust has been fully paid by the receipt of the rents and profits and by the sale of timber as aforesaid and hence the Plaintiffs are not entitled to have the correction therein made as prayed by them. Where Defendants pray the Court to take an account of the amount paid by said Debors for said notes with the interest since account thereon and also to take an account of the rents and profits of said premises received or enjoyed by the said Debors and her agent and tenant and also the amount received by her or her agent from the sale of timber as aforesaid and to render judgment as the very right of the case may demand.

John P. Howard & Bro

Pro Se.

Deborah M. Blockfield
or
and Hillfield

Inwelling John L.
Adams Bros.

Filed July 1948/3
M. S. Boyce
Clerk

Deborah W. Clark and
Samuel Clark her
Husband, vs,

vs
Brad Hill, C. C. Frederickson
J. C. Hamel &
John L. Thomas & Bro,
Defts,

In the Jefferson
Circuit
Court,

Now at this day comes the Plaintiffs
and for Replication to the answer of
John L. & W. H. H. Thomas filed herein
say that it is true that Deborah W.
Clark bought the notes and deed of
Trust ~~for~~ mentioned in the petition
of Plaintiffs from Brad Hill at the
time stated in said petition but
deny that she paid therefor only five
Hundred dollars but state the
truth to be that she paid therefor
the full amount of said notes
including both Principal and
interest as specified in said
notes, amounting to a large
sum over and above five hundred
dollars, and deny the allegation
in said answer to the effect that
said Deborah W. Clark never had
a Lien upon the Land described
in said deed of Trust for a greater

Sum than five hundred
Dollars but to the contrary
Plaintiffs say that the Lien of
said Debora W. Clark was a
good and effective Lien upon
said Land for the whole amount
of the notes secured by said Deed
of Trust both Principal and
Interest,

Plaintiffs for further replication
to said Answer ^{say} it is not true as
stated in said Answer that Debora
W. Clark by her agent and Tenant
J. G. White has been in possession
of the premises described in Plaintiffs
petition enjoying the rents, profits,
& uses thereof and denies that she
ought to be charged with the rents
of said premises from March 31st
1869 to the time of the rendition of
Judgment herein and Plaintiffs
deny that the rents have since
that time been worth one hundred
Dollars per annum or any other
sum, and deny that such sum
for rents or any sum whatever
either for rent or any thing else

ought to be credited either on said
five hundred dollars as claimed
by defendants or upon said notes
or either of them, the allegation
Plaintiffs deny that said
Deborah through her said agent
and Tenant since March 31st 1869
has Chopped Large quantities of
timber off of said Land and
has sold and converted the same
to her own use, viz,
Three hundred Rail Road ties
Reasonably worth forty dollars
per hundred; Four hundred
Cords of wood Reasonably worth
\$2.50 per cord making for said
wood the sum of Five Hundred
dollars.

Plaintiffs deny that these
sums should be credited on said
notes or on Five Hundred dollars
thereof or on said notes & accrued
interest - Plaintiffs deny that
said Deborah Clark or ~~def~~ she &
her husband her co. Plaintiff
ever had any possession of
said Premises either in person or
by agent and deny that said J. G.
White is now or ever was

an agent of said Debora or of
Plaintiffs or either of them or that
Plaintiffs or either of them ever
employed him or authorized him
to cut any timber or make any
ties on or from said Land or
that they or either of them ever
directed or consented to any
such act or acts on the part
of said White or received any
benefit or proceeds from any
such wood or ties, and deny all
knowledge or information
sufficient to form a belief as
to whether said White ever at
any time cut any timber or made
any ties on said premises or
as to whether he occupied said
premises at any time or not,

Plaintiffs deny that said
Deed of Trust has been fully paid
by the receipts of the rents and
profits and by the ~~sale~~ sale of
timber as charged in said answer
and deny the allegation that Plaintiffs
are not entitled to have the correction
therein made as prayed

Plaintiffs deny that said

Defendants are entitled to have
an account - of the amount paid
by said Debora for said notes with
the interest since accrued thereon
taken - and deny that Defendants
are entitled to have an account
taken of any rents and profits
of said premises as having been
received by said Debora or her
agent & Tenant - Plaintiffs deny
that said Debora either in person
or by agent ever received or enjoyed
any rents & profits of said
premises, and deny that Defend-
ants are entitled to have any
account taken on account
of any sum received either by
said Debora or her agent for the
sale of any timber - Plaintiffs
deny that they or either of them
or any agent of theirs ever received
any sum whatever from the
sale of any timber from said
premises, & pray judgment
as in their original petition -

} Jos. J. Williams,
Atty. for plaintiffs

Debra W. Clark
vs
Mal

Will. Hamel
vs
Mal

Replication to
answer of
J. L. Thomas
vs Bro

Filed Sept 8 1875

W. S. Boyce cl

Clark }
 Hill^m & Co } Action to Correct
 State Case in full } Deed of Trust,

Now at this day
 Come the plaintiffs and the defendants
 John L. Thomas & William H. H. Thomas
 also come and by leave of Court
 withdraw their answer to the
 petition of plaintiffs herein and
 the defendants ~~Rad Hill, Carl C.~~
~~Frederickson~~ and John C. Hamel
 having been duly served with
 process and failing to appear
 and plead to plaintiffs petition
 and defendants Rad Hill and
 Carl C. Frederickson having
 voluntarily appeared to this
 action by receiving the necessity
 of the service of summons on
 them in due form of Law and
 thereupon the Court having
 heard the proofs and allegations
 of plaintiffs in support of his
 action the Court doth thereupon
 find the issues for the plaintiffs
 in accordance with the petition
 whereupon it is ordered
 considered and advised by

2 the Court that the Deed of,
Trust described in Plaintiff's
petition ~~be reformed and~~
~~corrected~~ ~~dated~~ executed by
Carl, C. Hendrickson ~~and~~ ^{and} ~~Hill~~ ^{to secure to him the}
^{in fine promissory note there in described}
sum of \$850,00, which Deed of
Trust was dated March 15-1866
upon the North west quarter of the South west
quarter of section eight and the South west
quarter of the South west quarter of
section eight all in Township Thirty-nine
North of Range four East containing
Eighty acres in Jefferson County
Missouri be corrected and reformed
in this Court, that whereas the name
of Brad Hill was inserted in said
Deed of Trust as part of the second
part and that of John C. Hamel
as part of the third part and whereas
the Court doth find that the same
was so done by mistake and
that the intention of all the parties
to said Deed was that Brad Hill
should be part of the third
part and John C. Hamel part
of the second part with power of
sale of said property in said Hamel

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to sell and convey said Land
in default of payments of the
notes ~~and~~ cost secured thereby
by the maker~~s~~ thereof upon the
notice ^{to terms} and at the time and place
specified for such sale in said
Deed of Trust therefore it is consid-
ered, adjudged and decreed that
said Deed be so corrected and
reformed as that John C. Hamel be
constituted trustee in said Deed of
Trust and clothed with the power
to sell said Real Estate for the payment
of the sum of money secured thereby
and remaining unpaid upon the
notice, terms, time and place

specified in said Deed for a sale
of said Land in case of default
of payment of said debt by the

maker of said Deed of Trust
and that said Brad Hill be constituted
party of the third part therein

Deposition of Carl. C.
Friedrichsaa. taken before
Joseph Pettijohn J. P.
Spring River Township
Lawrence County

Arkansas.

To be read in the Circuit
Court in Jefferson County
Missouri, in the case of
John R. Thomas et al ~~Plffs~~
against

Deborah W. Clark et al
~~Defds~~

DP Fees	\$6.22
Alks Certified	.50
Costs	.24
	\$6.96

Joseph Pettyjohn J 3

Joseph Pettyjohn J 3

Joseph Pettyjohn J 3

No. 3476

Jefferson Circuit Court.

March Term, 1872,

Debra W. Clark

Samuel Clark

vs.

Hill Hamet

& Friedrichson

Judgment, - - \$

Date 18

Fee Book No. 1 Page 178

Judg't Docket, Page

Jos J. Williams

Plaintiff's Atty.

ATTORNEYS: Exercise care and return promptly.

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