

Jefferson County Circuit Court
Case Files - Civil
May 1872

Box

29 Folder 58

Adair, F. W., Public Administrator
Smith, James, Deceased

vs

Smith, Thomas D.
Stroup, William
Osborn, William T.
Smith, William M.

Executors Bond

Original Executor Thomas
D. Smith failed to disburse
funds as determined by will;
\$900

William P. Adair
Public Administrator
of Jefferson County
Missouri Having in
charge The Estate of
James Smith, Deceased
against
Thomas O. Smith,
William M. Smith,
William J. Osborn
William Stroup

Plaintiff

Defendants
In the Circuit Court
of Jefferson County
Missouri

Plaintiff states that one James Smith departed this life Testate in Jefferson County Missouri on or about the 10th day of December 1868, that a few days prior to his death said James Smith executed and published his last will and Testament in due form & in all things according to Law which said will was after the death of said James Smith viz on the 4th day of January 1869 duly proven by Ira E. Leonard and Mark C. Jennings who were witnesses thereof before the Clerk of the County Court of said

County of Jefferson and was on that-day
by said clerk duly recorded in his
office and by him admitted to Prob-
ate which said action of said clerk
in the premises was duly approved
by the County Court- of said County
said Court- having Probate Jurisd-
iction at- its next-term thereafter
viz, on the 21st-day of January
1869 by a proper order entered of
Record in said Court-

Plaintiff avers that-
by the Terms of said Will the Defend-
ant- Thomas O. Smith was appoint-
ed appointed Executor of the Estate of
said James Smith, and Plaintiff
avers that- in pursuance of
such provision of said Will the
said Thomas O. Smith as Principal
and the said William M. Smith and
William J. Osborn and William Hough
Defendants together with one
Elbert Smith also as security- did
Execute under their hands and
seals on the 30th-day of December
1868 a Bond (a copy of which
is herewith filed the original
being on file in the Office of
the Clerk of the County Court- of

said County of Jefferson and being
a paper belonging to said office)
by which they jointly and severally
acknowledged themselves bound
and indebted unto The State of
Missouri in the sum of four
Thousand Dollars Conditioned
that said Thomas O. Smith as
Executor of the Last will and
Testament of said James
Smith should well and faithfully
execute said Last will and
Testament, and make true and
faithful inventories, returns and
settlements of accounts of said
~~Testator~~ the Estate of said
Testator according to Law and
should moreover do and perform
all other acts and things touching
the execution of said Last will
and Testament as were or
should be prescribed by Law
or enjoined on him by the order,
sentence or decree of any Court
having jurisdiction

which said Bond was
duely filed in the office of The Clerk
of the County Court of said County
of Jefferson on the 4th day of
January 1869 and approved by the

County Court of said County on the
21st day of January January 1869
Plaintiff avers that on the proving
up of said Will and the filing of
said Bond on the 4th day of
January 1869 as aforesaid Letters
Testamentary upon the Estate
of said James Smith were on
that day issued by the Clerk of
said County Court in accordance
with the provisions of said
Will to said Thomas O. Smith
which said action of said Clerk
was thereafter at the next Term
of said County Court approved
by said Court; and thereupon viz,
on said 4th day of January
1869 said Thomas O. Smith took
upon himself the execution of
the Trust imposed by said Will
and the duties of his office and
position as such Executor.

X But the Plaintiff avers
that said Thomas O. Smith as
such Executor did not well
and faithfully execute said Last
Will and Testament of said
James Smith or make true
and faithful inventories, Returns,

and Settlements of accounts of
said Testator according to Law-
Nor do and perform all other
acts and things touching the
Execution of said Last will and
Testament that were prescribed
by Law or enjoined on him by
the order, sentence or decree of
any court having jurisdiction as
by the Express terms and stipu-
lations of The aforesaid Bond
entered into as aforesaid he was
bound to do but the Plaintiff
averts that said Thomas C. Smith
in his Capacity-as such Executor
committed a breach of said Bond
and was unfaithful to his trust
as such Executor in this that he
received at the time he entered
upon the discharge of his duties
as such Executor a large amount-
of assets of the Estate of said James
Smith that is to say assets of said
Estate amounting to the sum of
nine Hundred Dollars which he
wholly failed to charge himself
with in his accounts with said
Estate or to distribute in accordance
with the provisions of said will or

To pay over to this Plaintiff upon
the Revocation of the Letters
Testamentary on said Estate of
said Thomas O. Smith as hereinafter
shown & set forth and
upon this Plaintiff taking upon
himself the administration of
said Estate as hereinafter stated,
* for the Plaintiff avers that said James
Smith by his will specifically devised to
three of his grand children Margaret-
Adaline Smith, Charles Edward Smith
and Ida Viola Smith the sum of
Nine Hundred Dollars and directed
that - said Thomas O. Smith should
as such Executor pay the same to
them with money to be raised for that
purpose in the following manner
viz, said Thomas O. Smith was by the
said Will required to pay four
✓ Hundred and fifty Dollars into said
Estate of the said Testator as assets
thereof and distribute the same to
said Legatees in consideration as
stated by said James Smith in
said Will that - said Thomas O. Smith
had as a son of said Testator
received from said Testator
four Hundred and fifty Dollars

more than his share of said
Testators Estate and four Hundred
and fifty-Dollars over the rest of
the Testators Children in Land
therefore conveyed by said
Testator to said Thomas C. Smith

And four hundred and fifty
Dollars of said Nine Hundred
was required by said will to be
collected by said Thomas C. Smith
as such Executor from Elbert
Smith another son of said Testator
and paid over to said Legatees
as aforesaid on account as
stated by said Testator in said
Will of Real Estate devised to
said Elbert by said Testator in
his said Will which was ~~worth~~
more valuable by that amount
than the shares given by said
Testator to his other children

Plaintiff further avers that
by the terms of said Will said
Elbert was to make a note to said
Executor payable on demand for
the use of said Margaret A.
Charles E. & Ida V. Smith for said
four Hundred & fifty Dollars to be
paid by him for them,

Jan. 21st 69 up a

Plaintiff further avers that after said Will was executed and published by said Testator and before his death the said Thomas O. Smith and Elbert Smith for the purpose of carrying out the provisions thereof and in consideration of the advancements to them made by said Testator as expressed in said Will and of the sums received by them from him respectively over and above the sums received by the Testator's other children especially over and above said Margaret A. - Charles E. & Ida V. or their father each made his several promissory note payable to said James Smith ^{for the use of said Margaret A. - Charles E. & Ida V. Smith} one day after the date thereof, bearing ^{on account of the same} ten per cent interest - each for the sum of four hundred and fifty dollars and each of which they respectively delivered to said James Smith upon the express agreement and understanding that when said Thomas O. Smith should qualify as executor under the will of said

Executor as Executor thereof that he should Inventory and collect the same in his capacity as such Executor and apply the cash arising therefrom to the payment of said Legacy.

but Plaintiff avers that upon becoming Executor of said Estate said Thomas O. Smith failed to charge himself in his Inventory thereof or in his accounts with said Estate with either of said promissory notes and ~~failed to deliver the same to his~~

~~Acce~~ but fraudulently destroyed each of them, Plaintiff avers that said Thomas O. Smith failed to pay any portion of the note so executed by himself or to collect and account for any portion of said note so given by said Elbert or to collect from him or charge himself with any portion of the amount which by the terms of said Will he was bound to collect from said Elbert for the use of said Legatees or to take any note from him therefor, although the said Elbert was perfectly solvent during one whole ^{year} after said Thomas O. Smith became Executor of said Estate and at one time said Thomas O. Smith had

in his hands more than sufficient assets of Elbert Smith's to satisfy said sum of four hundred and fifty ^{dollars} which said Elbert directed him to apply in that way. Therefore Plaintiff avers that said Thomas Smith as executor of said Estate could have collected by the use of due diligence the said sum of four hundred and fifty dollars of said Elbert which he failed to do. Plaintiff avers that said Elbert Smith is now insolvent so that a judgment against him would be unavailing.

Plaintiff charges that in August 1870 the latter testamentary of said Thomas O. Smith as executor of said Estate were upon proper notice to him revoked by the County Court of Jefferson County and said Estate ordered into the hands of Plaintiff as public administrator of said County who has taken charge of said Estate and is now administering the same.

Therefore Plaintiff prays judgment that said bond be declared forfeited and that Plaintiff have a special

execution against Defendants for the sum of nine hundred dollars and the interest thereon from the 10th day of December 1868 at the rate of six per cent per annum.

Plaintiff for further cause of action states that Defendant Thomas O. Smith was guilty of another breach of said bond in this that is to say - said bond required him as executor of said Estate to make a true and correct inventory of the real and personal property belonging to said Estate but the said Thomas O. Smith wholly failed and neglected to make or file in said County Court any inventory of the property of said Estate by which said Estate has been damaged in the sum of three thousand dollars.

Wherefore Plaintiff asks that another special execution be issued in his favor against said Defendants for the sum of three thousand dollars by reason the damages sustained by the last breach of said bond.

John H. Thomas & Bro.
Atty for Plaintiff.

Wm. F. Adair Pub. Adv.
v. c. 21
Howard C. Smith
et al.

Action on Admini-
strators bond.

Filed April 22 1872
W. S. Boyce & Co
S. J. The Home
Dep.

William P. Adair Public Administrator
of Jefferson County, Missouri having
in charge the Estate of James
Smith Deceased Plaintiff

Against

Thomas A. Smith, William M. Smith
William F. Osborn, William Group, Defendants. Missouri

In the Circuit
Court of
Jefferson
County,

Plaintiff states that one James Smith departed this
life Deceased in Jefferson County, Missouri on or about the
10th day of December 1868, that a few days prior ~~to~~ ^{next to}
his death said James Smith executed and published
his last Will and Testament in due form & in all things
according to law which said Will was after the death
of said James Smith viz: on the 4th day of January 1869
duly proven by Ira E. Leonard and Mark C. Jennings
who were Witnesses thereto before the Clerk of the County
Court of said County of Jefferson and was on that day
by said Clerk duly recorded in his office and by him
admitted to probate which said action of said Clerk
in the premises was duly approved by the County Court
of said County said Court having probate jurisdiction
at its next term thereafter viz: on the 21st day of
January 1869 by a proper order entered of record
in said Court. Plaintiff avers that by the terms of
said Will the Defendant Thomas A. Smith was ap-
pointed Executor of the Estate of said James Smith
and Plaintiff avers that in pursuance of such pro-
vision of said Will the said Thomas A. Smith as
principal and the said William M. Smith and

William P. Adair Public Administrator
of Jefferson County, Missouri having
in charge the Estate of James
Smith - Deceased Plaintiff

against

Thomas Smith, William M. Smith
William F. Osborn, William Stoup, Defendants. Missouri

In the Circuit
Court of
Jefferson
County,
Missouri

Plaintiff states that one James Smith departed this
life & estate in Jefferson County, Missouri on or about the
10th day of December 1868, that a few days prior ~~to~~ next
to his death said James Smith executed and published
his last Will and Testament in due form & in all things
according to law which said Will was after the death
of said James Smith viz: on the 4th day of January 1869
duly proven by Ira & Leonard and Mark C. Jennings
who were witnesses thereto before the clerk of the County
Court of said County of Jefferson and was on that day
by said Clerk duly recorded in his office and by him
admitted to probate which said action of said Clerk
in the premises was duly approved by the County Court
of said County said Court having probate jurisdiction
at its next term thereafter viz: on the 21st day of
January 1869 by a proper order entered of record
in said Court. Plaintiff avers that by the terms of
said Will the Defendant Thomas A. Smith was ap-
pointed Executor of the Estate of said James Smith
and Plaintiff avers that in pursuance of such pro-
vision of said Will the said Thomas A. Smith as
principal and the said William M. Smith and

William T Osborn and William Stroup Defendants together with one Elbert Smith also as security, did execute under their hands and seals on the 30th day of December 1868 a Bond (a copy of which is herewith filed, the original being on file in the office of the clerk of the County Court of said County of Jefferson and being a paper belonging to said office) by which they jointly and severally, acknowledged themselves bound and indebted unto the State of Mississippi in the sum of Four Thousand Dollars conditioned that said Thomas A Smith as executor of the last Will and Testament of said James Smith should well and faithfully execute said last Will and Testament and make true and faithful inventories, returns and settlements of accounts of the Estate of said Testator according to law and should moreover do and perform all other acts and things touching the Execution of said last Will and Testament as were or should be prescribed by law or enjoined on him by the order, sentence or decree of any court having jurisdiction which said bond was duly filed in the office of the clerk of the County Court of said County of Jefferson on the 4th day of January 1869 and approved by the County Court of said County on the 21st day of January 1869. Plaintiff avers that on the proving up of said Will and the filing of said bond on the 4th day of January 1869 as aforesaid, Letters Testamentary upon the Estate of said James Smith were on that day issued by the clerk of said County Court in accordance with the provisions of said Will to said Thomas A Smith which

said action of said clerk was thereafter at the next term of said County Court approved by said Court and thereupon viz on said 4th day of January 1869 said Thomas O Smith took upon himself the execution of the trust imposed by said Will and the duties of his office and position as such executor. But the plaintiff avers that said Thomas O Smith as such Executor did not well and faithfully execute said last Will and Testament of said James Smith or make true and faithful inventories, returns and settlements of accounts of said Testator according to law nor do and perform all other acts and things touching the execution of said last Will and Testament that were prescribed by law or enjoined on him by the order of sentence or decree of any court having jurisdiction as by the express terms and stipulations of the aforesaid bond entered into as aforesaid he was bound to do but the Plaintiff avers that said Thomas O Smith in his capacity as such executor committed a breach of said bond and was unfaithful to his trust as such executor in this that he received at the time he entered upon the discharge of his duties as such executor a large amount of assets of the Estate of said James Smith that is to say assets of said Estate amounting to the sum of Nine hundred dollars which he wholly failed to charge himself with in his accounts with said Estate or to distribute in accordance with the provisions of said Will or to pay over to this Plaintiff upon the revocation of the letters testamentary on said Estate of said Thomas O Smith as hereinafter shown & set forth and upon this Plaintiff taking upon himself the administration of said Estate as hereinafter

Dated for the Plaintiff avers that said James Smith by his ~~Will~~ specifically devised to three of his grand children, Margaret Adaline Smith, Charles Edward Smith and Ida Viola Smith the sum of Nine Hundred Dollars and directed that said Thomas O. Smith should as such Executor pay the same to them, with money to be raised, for that purpose, in the following manner, viz: said Thomas O. Smith was by the said Will required to pay four hundred and fifty Dollars into said Estate of the said Testator, as assets thereof, and distribute the same to said legatees, in consideration as stated by said James Smith in said Will, that said Thomas O. Smith had as a son of said Testator received from said Testator four hundred and fifty Dollars more than his share of said Testator's Estate and four hundred and fifty Dollars over the rest of the Testator's children in land, therefore conveyed by said Testator to said Thomas O. Smith, and four hundred and fifty Dollars of said Nine Hundred was required by said Will to be collected by said Thomas O. Smith as such Executor from Elbert Smith another son of said Testator, and paid over to said legatees as aforesaid, on account, as stated by said Testator in said Will, of Real Estate devised to said Elbert by said Testator in his said Will which was more valuable by that amount than the

shares given by said Testator to his other children.

Plaintiff further avers that by the terms of said Will, said Elbert was to make a note to said Executor payable on demand for the use of said Margaret A. - Charles E. - & Ida V. Smith for said four hundred & fifty Dollars to be paid by him for them.

Plaintiff further avers that after said will was executed and published by said Testator ^{and} before his death the said Thomas O. Smith and Elbert Smith for the purpose of carrying out the provisions thereof and in consideration of the advancements to them made by said Testator as expressed in said will and of the sums received by them from him respectively over and above the sums received by the Testator's other children, especially over and above said Margaret A. Charles E. - & Ida V. or their father each made his several promissory note, payable to said James Smith one day after the date thereof, for the use of said Margaret A. - Charles E. - & Ida V. Smith, each for the sum of four hundred and fifty Dollars and each of which they respectively delivered to said James Smith, upon the express agreement and understanding, that when said Thomas O. Smith should qualify as Executor under the will of said Testator, as Executor thereof that he should inventory and collect the same

in his capacity as such executor and apply the cash arising therefrom to the payment of said legacy; but Plaintiff avers that upon becoming Executor of said Estate, said Thomas O. Smith failed to charge himself in his inventory thereof, or in his accounts with said estate, with either of said promissory notes, but fraudulently destroyed each of them, Plaintiff avers that said Thomas O. Smith failed to pay any portion of the note, so executed by himself, or to collect and account for any portion of said note so given by said Elbert or to collect from him or charge himself with any portion of the amount which by the terms of said will he was bound to collect from said Elbert for the use of said legatees, or to take any note from him therefor, although the said Elbert was perfectly solvent during one whole year ~~after~~ said Thomas O. Smith became executor of said Estate and at one time said Thomas O. Smith had in his hands more than sufficient assets of Elbert Smith's to satisfy said sum of four hundred and fifty Dollars, which said Elbert directed him to apply in that way.

Therefore Plaintiff avers that said Thomas O. Smith as executor of said Estate could have collected by the use of due diligence the said sum of four hundred and fifty dollars of said

Elbert, which he failed to do. Plaintiff avers that said Elbert Smith is now insolvent so that a judgment against him would be unavailing.

Plaintiff Charges that in August 1870 the letters testamentary of said Thomas O. Smith as Executor of said Estate were upon proper notice to him, revoked by the County Court of Jefferson County and said Estate ordered into the hands of Plaintiff as public administrator of said County who has taken charge of said Estate and is now administering the same. Therefore Plaintiff prays judgment that said bond be declared forfeited and that Plaintiff have a special Execution against Defendants for the sum of nine hundred dollars and the interest thereon from the 10th day of December 1868 at the rate of six per cent per annum. -

Plaintiff for further cause of action states that Defendant Thomas O. Smith was guilty of another breach of said bond in this, that is to say, - said bond required him as Executor of said Estate to make a true and correct inventory of the real and personal property belonging to said Estate but the said Thomas O. Smith wholly failed and neglected to make or file in said County

Court any inventory of the property of said Estate, by which said Estate has been damaged in the sum of Three Thousand Dollars.

Wherefore Plaintiff asks that another Special execution be issued in his favor against said Defendants. for the sum of Three Thousand Dollars, by reason of the damages sustained by the last breach of said bond.

John L. Thomas & Bro
Attys for Plaintiff

A true copy of the original petition now on file in my office
Witness, W. S. Boyce clerk of said circuit court
with the seal thereof hereunto affixed this
April 22nd 1872.

W. S. Boyce clerk
By Chas H Conine Dep't

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

The State of Missouri,

TO THE SHERIFF OF THE COUNTY OF *St Louis* ~~JEFFERSON~~---GREETING:

We command you, that you summon

William I Osborn

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 *second* ~~Monday after the fourth~~ Monday of *May* next, then and there to answer unto *William Padair* Public Administrator of *Jefferson County, Missouri* having in charge the Estate of *James Smith deceased*

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 affixed, at office in Hillsboro, this *22nd*

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

W. S. Boyce

Clerk Circuit Court.

By

C. H. McOrme

Deputy.

43, 139, 167, 183, 203, 204

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

May TERM, 1872.

W. P. Adams, Sub. Com.
in Charge of the Det.
James Smith

vs

William J. Osborn et al

(Originals)

J. K. Austin
25

Executed this writ in St. Louis County on
the 26th day of April 1872 by delivering
a copy of the writ and petition as furnished
by the clerk to William J. Osborn the
defendant
J. K. Austin
sheriff of St. Louis County
by J. K. Austin depy

Please remit fee

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

William M Smith

and William Sharp

if they be found in your County, that they 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 *second* ~~Monday after the fourth~~ Monday of *May* next, then and there to answer unto *William P Adair* public administrator of *Jefferson County, Missouri* having in charge *the Estate of James Smith deceased*

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 *22nd*

day of *April* A. D. *1892*,

W S Boyce Clerk Circuit Court.

By *Orville Levine* Deputy.

1872
Sept conv 205

RETURNABLE
TO
JEFFERSON CIRCUIT COURT.

May TERM, 1872.

William Adams having
in charge But for Smith

Coburn, Smith & Smith

original

John Williams
Shank fee \$200

I executed this Writ in Jefferson County Mo
on the 27th Day of April 1872 and
William Stroup by Delivering to him
three copy of Writ and Petition and one
W. M. Smith by Delivering to him three
copy of this Writ as furnished to me
by the clerk

Wm. P. Adair, Public
Administrator of Jefferson
County, having in charge
the Estate of James Smith
Deceased

By
H. T. Osbourne, and
others

Judgment
and Execution
J. M. England
Garnisher.

To the above named Garnisher,
J. M. England -

At the time of the service of the
garnishment upon you in the above
entitled Cause did you owe the
Debtors or either of them
anything and if so how much
and when does it become due
or do you owe them or either of
them anything now?

John T. Padon & Bro
Atty for Plaintiff.

W. P. Adair ^{Sam}_{es}

3
R. T. Osbourne
et al

Interrogatories
to J. M. England
furnished

Dated May 16 75)
W. S. Boyce & Co,

William P. Acair, Public Administrator }
of Jefferson County, Missouri, having in Charge }
the Estate of James Smith, dec'd. — Plaintiff.

Against
Thomas O. Smith, William M. Smith, }
William J. Osborn, & William Stroup, — Defendants.
In the Circuit Court of Jef-
ferson County, Missouri.
Sep. Term 1872

William M. Smith, William J. Osborn,
and William Stroup, defendants in the above
cause, for Answer to Plaintiff's Petition,
admit that James Smith made a Will,
which was duly probated in the Jef-
ferson County Court on the 21st of January
1869, and that Thomas O. Smith was appoint-
ed Executor of the Estate of said James Smith,
by said Will, and that he and these Defendants,
on the 30th December 1868, signed the Bond
referred to by said Petition, whereby said
Thomas O. Smith bound himself to duly exe-
cute the provisions of said Will according
to Law. And that Letters testamentary were
on the 21st day of January 1869, granted to said
Thomas O. Smith, as Executor of said Estate,
and that he afterwards took charge of said
Estate as such Executor. But these Defendants
deny the allegation of said Petition, that said Ex-

executor did not faithfully execute said Trust,
in carrying out the provisions of said Will, - and
deny that said Executor received assets of said
Estate to the amount of nine hundred dollars, wh-
ich he failed to charge himself with, or to dis-
tribute and account for according to law, and
the provisions of said Will, or to account for, and
pay over to Plaintiff upon his becoming Ad-
ministrator of said Estate, on the revocation of
said Thomas O. Smith's Letters testamentary.
Defendants admit that said James Smith, by
his Will gave a legacy of nine hundred
dollars to his three grand Children, whose
names are stated in said petition, - and that
said Will provided that \$450.- of said legacy
was to be paid by Elbert Smith, and \$450.⁰⁰
by Thomas O. Smith. But, these Defendants
deny that said Will contains any such pro-
vision as stated in said petition, to wit, that
said Thomas O. Smith should pay over to said
Estate \$450.⁰⁰ as assets, to be distributed to
said Legatees, in consideration that he had a
son of said Testator received from him \$450.⁰⁰
more than his share of said Estate, & \$450.⁰⁰ more
than the rest of said Testator's Children, in Land there-
fore conveyed to him by said Testator, - But, ^{these} Defenda-
nts deny that said Thomas O. Smith was legally or
Equitably bound to pay said legacy of \$450.⁰⁰ to said
grand Children, (as provided in said will) for they state

that said Testator did not, by his Will, bequeath any thing whatever to said Thomas O. Smith, except one dollar; and that such provision of the will, (requiring said Thomas O. Smith to pay \$450⁰⁰ to said grand children) is therefore without consideration, and utterly null and void in law. That said Testator had no power to require said Thomas O. Smith to pay any sum whatever, and said provision of the will is absolutely void. That, as said Thomas O. Smith does not receive any money, personal property, or land, by the provisions of said Will, said Testator could ^{not} impose any legal or equitable obligation upon him to pay a legacy of four hundred & fifty dollars, or any other sum, to any person, out of his own property. These Defendants therefore deny that they are bound by law or equity, to pay said legacy of \$450⁰⁰ or any part of it, as securities, of said Thomas O. Smith, or his bond as such Executor, and deny that such legacy is assets belonging to said Estate, or received by said Executor, to ^{be} distributed, or accounted for, as assets of said Estate. And deny that Plaintiff can maintain any action against these Defendants for said Legacy as assets of said Estate.

These Defendants further state, in regard to the other part of said legacy \$450⁰⁰ to be paid by Albert Smith, and also, in regard to the claim of \$900, other assets stated in

said petition, that the same have been fully settled and accounted for, by a compromise made since the commencement of this suit, between the Plaintiff and these Defendants, By the terms of said agreement (which was put in writing & signed by said parties) said \$450.⁰⁰, and said \$900, and the claim set up in the petition for \$300, for failure to inventory said property by Tho. C. Smith, and all other claims and demands, whatsoever, set forth in said petition, have been fully settled, compromised, and accounted for, and are ^{not} therefore subject to further inquiry or investigation, And Plaintiff is not therefore entitled to recover any sum whatever for such claims and demands, And Defendants therefore deny that they owe Plaintiff any sum whatever on said Legacy of \$900⁰⁰, or on any other claim set up in said petition, and deny that Plaintiff is entitled to recover judgment against these Defendants, for any of such alleged claims, and demands, or for any alleged breaches of said Executor's bond,

And these Defendants deny that the Plaintiff is entitled to recover any judgment against these Defendants, for any ^{alleged} breach of said Bond, for said Executor not paying to said grand children, the said part of said

Legacy of four hundred and fifty dollars, directed by said Will to be paid by the said Thomas O. Smith, or any part, - And these Defendants deny that by the terms of said Will said Albert Smith was to make a Note to said Executor, payable on demand for the use of said Margaret A., Charles E., & Ida V. Smith, for said four hundred and fifty dollars to be paid by him for them, And these Defendants deny that after said Will was executed and published by said Testator, and before his death, the said Thomas O. Smith and Albert Smith for the purpose of carrying out the provisions thereof, and in consideration of the advancements to them made by said Testator as expressed in said Will, and of the sums ~~received~~ ~~by them~~ received by them from him respectively over and above the sums received by the Testator's other, especially over and above said Margaret A., Charles E. & Ida V., - or their father, each made his several Promissory Note, payable to said James Smith on account of the legacy to said Margaret A. - Charles E. & Ida V. Smith, one day after the date thereof, - each for the sum of four hundred & fifty dollars, - The said Defendants deny that either of

said alleged Notes were made at the time
alleged by the Petition, or at any time, or
that any or either of such Notes were ever
made, either by said Thomas O. Smith,
or Albert Smith, - and deny that any such
Notes were ever delivered ~~delivered~~ to
said James Smith, upon the express a-
greement and understanding that when
said Thomas O. Smith should qualify as
Executor under the Will, of said Testator
as Executor thereof that he should Inven-
tory and collect the same in his capacity
as such Executor & apply the cash arising
therefrom to the payment of said Legacy,
And they deny that any such Notes were
ever made, or ever delivered to said Jac-
mes Smith, for said purpose, or ever de-
livered at all, - And these Defendants
deny that upon becoming Executor of
said Estate, the said Thomas O. Smith, failed
to charge himself in his Inventory with
any Notes that were found among the
papers of said James Smith; for they
deny that any such Notes given by the
said Thomas O. Smith or Albert Smith
for said sums of \$150, ^{dollars each}
were ever found among the papers of
James Smith deceased, to be charged or
accounted for by said Executor. These

Defendants aver that no such Notes
were ever among the papers of said James
Smith, dec'd, to be charged in said Inventory
- therefore they admit no such Notes
were Inventoried. And the Defendants
deny that said Notes for \$450, each
as alleged in the petition were fraudu-
lently destroyed, or destroyed at all,
or that any such Notes ever existed,
These Defendants, admit that Thomas O.
Smith did not pay such alleged Note,
for they again say that he never made
or executed, or delivered any such Note,
And Defendants further aver that, if he
had made any such Note, it would
be void for want of a consideration,
Defendants aver that the Elbert Smith
Note alleged in the petition was not made,
but they say that said claim of four
hundred and fifty dollars, for the
use of said legatee, has been paid by
these Defendants, to the Plaintiff since
this suit was commenced, - And
Defendants deny ^{that} any breach of said
Bond has been committed by said
Executor failing to pay, or account
for the said sum of four hundred
and fifty dollars, required by the will to

to be paid by him, said Thomas O. Smith
for the use of said legatee, - and deny
that said Charge was assets in his
hands as Executor, and deny ^{that} these De=
fendants, as securit^yies on said Exee=
utors Bond, are liable for said sum
of money or any part of it, - For they
aver that the provision of said Will
directing, or requiring the said Thomas
O. Smith, to pay said Legacy of four
hundred & fifty dollars, is negatory,
invalid, and void, as it is without
consideration and not binding
on said Thomas O. Smith, or his se=
curit^yies on his bond, - They deny that
said legacy is assets of said Estate,
for which these Defendants as secur=
it^yies on said Executors Bond are lia=
ble, - The Defendants deny that the
Plaintiff is entitled to recover the
said sum of four hundred & fifty
dollars, or any part of it, or any
sum against these Defendants what=
ever.

} A. Green & J. J. Williams
Attorneys for Defendants

~~fifty dollars, required by said Will, or any part of it~~
~~by the said Thomas O. Smith, because these~~
~~Defendants aver that said Will is nugatory,~~
~~invalid, and void, in regard to that part~~
~~of said legacy. That said part of said legacy~~
~~was not assets in said Executor's hands, or~~
~~assets belonging to said Estate, for which~~
~~he, or his securities or his bond, are liable.~~
~~These Defendants deny that the Plaintiff~~
~~is entitled to recover against them the said~~
~~part of said legacy, amounting to \$430.00~~
~~on any part of it or any sum whatever.~~

~~And having fully answered they ask~~
~~to be discharged with costs 16,~~

~~3~~
~~3~~
~~3~~ ~~Alfred Green~~
~~Attorney for Defendants~~

In the Circuit Court
Jefferson County

Wm P. Adams, Pub^r
Adm^r, in charge of Est,
James Smith
vs,
Thomas O. Smith
& others

Answer of
Wm H. Smith
Wm J. Osborn
Wm Strouse

Filed Sept 16 1872
Wf Boyce Clk

Filed July 19 1874
Wf Boyce Clk

The State of Missouri.

To *Sra. Leonardo*

You are Hereby Commanded, That setting aside all manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the fourteenth 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

Plaintiff, and Smiths securities are Smiths administration is

Defendant John on the part of PLK and herein you are in no wise to fail.

WITNESS, W. S. BOYCE, Clerk of our said Court, with
the seal thereof hereto affixed, at office, this 16 day
of January, A. D. 1874.

W. L. Boyce Clerk.

By C. The Marine Dept.

I located the within on J. Leonard
by Reading the Jan on the 19 day 1854

J. B. Wood

Smiths acc^{ts}

vs
Smiths securities

plff

J. Leonard

Shelf . 50

County of Jefferson,

The State of Missouri.

To *Jno W Fletcher*

You are **Hereby Commanded**, That setting aside all manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the *fourth* 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 *Smith's Estate is*

Plaintiff, and *Smith's executors are*

Defendant & on the part of *Deftho*

and herein you are in no wise to fail.

WITNESS, W. S. BOYCE, Clerk of our said Court, with the seal thereof hereeto affixed, at office, this *16* day of *January*, A. D. 1874.

W. S. Boyce Clerk.
D. C. MacKinnon Deftho

Smith's Est
vs
Smith's Securities

Left
John W Fletcher

Sheriff fee 50

Book ~~Index~~
Fauces

I have entered the within of the county of
Jefferson from by Reading the same to
J. W. Fletcher Sept the 19 day. J. Dan 1824

Y, J. B. Smith

Wm P Adair Pub. Adm.
Having in charge the
Estate of ~~James~~
~~James~~ dec'd

M. M. Smith et al

The Plaintiff for repli-
cation to the New matter set up
in defendants answer states
that he denies that the amount
required by said will to be paid
by Thomas & Smith for the
use of the Ida V. Mogaret and

Edward Smith has been
compromised by a written agree-
ment or otherwise or written
or paid in any manner whatever
but admits that the \$450 alleged
to be due on account of Edward
Smith has been paid.

John L. Thomas & Bro.
Atty. for Plaintiff

Smith's Adv.

4

Smith's Security

Replication

Filed Jan 15 1874
W. J. Boyce & Co

Wm. P. Adair Public Adminis-
trator of Jefferson County.
having in charge the
Estate of James Smith
deceased
vs
H. J. Osborne and
others

Now comes said Plaintiff
and for replication to the new
matter set up by Defendants
in their amended answer states
that he denies that the legacy of
\$900 to the children of F. K. Smith
deceased has been compromised
or that the claim for damage
set out in the petition ~~has~~
for the failure of Howard D.
Smith to file an inventory of
said estate has been settled
or compromised at any
time but the half of said legacy
which Elbert Smith was to pay
under said will, the Plaintiff
admits, has been paid but
the half which said will required
J. O. Smith to pay has not
been settled or compromised
John P. Howard & Co
Attys for Plaintiff

Smith's Adv.

Smith's Securities

Replication to
Answered answer

Filed Jan 19th 1874
Wm Boyce Clerk

Smith & Adams

W. T. Osbourne et al

Given

The court declares the law to be that if the Court sitting as a jury find from the evidence that James Smith executed in his lifetime a will by which he bequeathed to his three grand Children Margaret A, Charles C. and Ida V. Smith, the sum of \$900. one half of which he required his son Albert to pay to his executor for the benefit of said Children and the other half he required Thomas O. Smith to pay for said Children in consideration of the said Thomas O. Smith having received from his father the said James Smith land by way of advancement in the lifetime of the testator more valuable than the portions given by said will to the testator's other Children: that in order to carry out the provisions of said will and in order to create a binding obligation on the said Thomas O. Smith, the said Thomas O. at the

same time said will was selected
selected and delivered to said
James Smith his promissory note
payable one day after date for
\$450 on account of said legacy
to said children and in consideration
of ^{equal conveyed} ~~advancements~~ made by said
James to said Thomas D. as
alleged in said will: That the
said James shortly after the selection
of said will departed this life leaving
said will as his last will and testament.
That said Thomas D. having been ap-
pointed executor in said ~~affidavit~~ will
on the 4th Jan. 1869 had the same
duly probated by the Clerk of the
County Court of Jefferson Co. Mo.
That letters testamentary were granted
to said executor Thomas D. Smith
that ^{with duty being as required thereon} he gave bonds and qualified
as such as alleged in the petition
all of which was approved by the
County Court of said County, ^{on the 21 Jan. 1869} and
took upon himself the administration
of said Estate: That the said note
he had given to James Smith
as aforesaid went into his hands
as executor of said Estate and that
he failed to inventory or account

Given

for said note or the amount thereof to
said estate and that said Thomas O
Smith was solvent for one whole year
after the probate of said will and that
said Thomas O. Smith's letters testamentary
were revoked and said estate
ordered into the hands of and taken
charge of by the Public Administrator
Note as alleged in the petition that
the judgment should be for
Plaintiff for the said sum of
\$450 and interest thereon
at the rate of 8% per cent per
annum from the 21st day
of January 1869.

Smith
is
Smith

Instructions
asked by Ruff

Filed July 29 1874
W. S. Boyce
Clerk

William T. Acar, public
Acct^y of Jefferson County
having in charge the Estate
of James Smith, dec^d. - Plaintiff

vs.

William M. Smith,
William Stroupe &
William J. Osborn - Defendants,

The Defendants ask the Court
to declare the law of the above cause as
follows;

1 - That the Will of James Smith, deceased,
read in evidence does not devise, or
bequeath any real estate, or personal estate,
to Thomas O. Smith, except one dollar,
and hence any provision in said
Will requiring Thomas O. Smith to pay
from hundred and fifty dollars, ^{to certain legatees therein mentioned} out
of his own Estate, (and not received
under the will) is without consider-
ation and void.

2 - It was not in the power of said Testa-
tor, James Smith to impose the ob-
ligation upon Thomas O. Smith, to pay
from hundred and fifty dollars, to

Refused

Certain Grand Children of said Testator as mentioned in the Will, by reason of the fact that said Testator had made a Deed of gift to said Thomas O. Smith of certain Lands, some ten years before the making of said Will; even though said Testator may have considered said Lands of more ^{value} than the share he gave to his other Children by the Will, - and as said Thomas O. Smith received nothing under the Will, but one dollar, the said provision of the will, requiring him to pay said sum of four hundred and fifty dollars to said Legatees, out of his own property, is nugatory and void, and the Defendants are not liable therefor,

Refused

3. - As the Deed of gift of certain Lands, was made by James Smith, the Testator, to his Son, Thomas O. Smith, some ten or twelve years before the Will was made, and, said Deed of gift, was complete in itself, - it was not in the power of said Testator in making his Will, to require said Thomas O. Smith to pay for said Land, or any part of it; and hence, even if the Court, sitting as a Jury, should believe from the evidence, that Thomas O. Smith after said will was written, did give his

Promissory Note to James Smith, for four hundred and fifty dollars, in compliance with said provisions, of the Will, - ~~the~~ said Note was without consideration and void, -

4. - If the Court, should believe from the evidence, that there was no consideration for the Note given by Thomas, O. Smith to James Smith for four hundred and fifty dollars, (except the land that had been devised to Thomas O. Smith by his father, the said James Smith, ~~ten or twelve~~ ^{several} years, before the Note was made) then there was no valid consideration to support said Note, - and it was void in law; and was not assets in the hands of said Thomas, O. Smith, as Executor of the Estate of James Smith, to be accounted for by him to said Estate, and for which these Defendants, as securities, on the Bond of said Executor, are liable,

Proposed

some ten

37 - Even if the Court should believe that Thomas O. Smith gave his Note to James Smith, when the Will was made, for four hundred and fifty dollars, to be paid by him to certain Grand children of said James Smith, after his death, yet if the Court believes from the evidence that Thomas O. Smith, received nothing under the Will (but one dollar) then the fact that Thomas O. Smith had received a Deed of Gift some ~~ten~~^{few} years before the time of the making of said Will, for certain Lands, is no Consideration to support said Note, - and said Note is therefore without Consideration and void; and ^{said} Note was not assets of said Estate to be administered or accounted for by the Executor, and The Defendants are not liable therefor, and the finding should be for the Defendants,

Purported

Acad

vs,

Smith

Deft's Instructions

Filed Jan 29 1884
W. B. Ayer Cl

Given

6- If the Court sitting as a Jury believes from the evidence that the provision of the Will of James Smith requiring Thomas O. Smith to pay four hundred and fifty dollars (out of his own property) to certain Grand Children of said Testator, is without consideration, and that the Note made by Thomas O. Smith for said sum ^{of money} in pursuance of said provision is also without consideration and void, then these Defendants are not liable for the failure of said Thomas O. Smith, as Executor of said Estate, to make an Inventory of, and account for said Note to said Estate, or ^{to} said Legatees, —

William P. Adair, public
 Administrator of Jefferson County
 having in charge the Estate of
 James Smith, deceased, — Plaintiff
 Against
 William M. Smith,
 William Stroupe, and
 William J. Osborn, — Defendants,
 } In the Circuit Court of Jef=
 } ferson County Missouri

The Defendants, by their Attorneys,
 move the Court to set aside the finding
 of the Court sitting as a jury in the above
 Cause, ^{and the Judgment the very} and grant them a New trial,
 for the following reasons;

- 1 - Because the finding of the Court is
 against the evidence in the cause,
- 2 - Because the finding of the Court is
 contrary to the law of the case,
- 3 - Because the Court gave erroneous and
 illegal declarations of law, as prayed by
 the Plaintiff,
- 4 - Because the ^{Court} refused to give proper
 and legal declarations of the law gov=
 erning the case, as prayed by the Defen=
 ants,
- 5 - Because the Court admitted illegal

and improper testimony offered by the Plaintiff,

- 6, - Because the Court refused to admit proper and legal testimony offered by the Defendants,
- 7 - Because the Court misconstrued the law governing the case,
- 8, - Because the Court erred in finding for the Plaintiff, when the finding should have been for the Defendants,
- 9 - Because the finding of the Court is against the law and evidence in the case,
- 10 - Because the Court erred in refusing to give the first, second, third, fourth, and fifth declarations of law asked by the Defendants,
- 11 - Because the finding of the Court is contrary to the sixth declaration of law asked by Defendant, and given by the Court,
- 12 - Because the finding and judgment of the Court is for the Plaintiff, when it should have been for the Defendants,

{ A. Green, & J. J. Williams,
Attorneys
for Defendants,

Wm P. Aariv.

Aariv. Jon, Smith

vs.

Wm M. Smith

and others

Motion for a
New trial

Filed Jan 29 1874
W. S. Boyce
clerk

William P. Adair, - Public Ad-
ministrator of Jefferson County, having
in charge the Estate of James Smith, deceased
Plaintiff,

Against
William M. Smith, }
William Stroupe, and }
William J. Osborn, ————— Defendants, }

In the Circuit Court of
Jefferson County Missouri
January Term 1874.

Be it remembered that on the 39th day
of January 1874, at the January Term 1874, of the
Circuit Court aforesaid, the above entitled cause,
coming on for trial, and neither party re-
quiring a jury, all and singular the matters
at issue, were submitted to the Court, sitting
as a jury; and the Plaintiff to sustain the
issues on his part, introduced the following
testimony:

First, the Plaintiff read in evidence the Will
of James Smith, deceased, - as follows, To wit,
(here copy said Will)

Also, the Bond of Thomas O. Smith as Executor
of James Smith, dec^d, and signed by the defend-
ants as securities, as follows, (here copy Bond)

J. E. Leonard, who states that Thomas O. Smith
came to my house at Desoto in the night in
the fall of 1868, for me to go to his father's (James

Smith) to write his Will. I went in the morning, and wrote the Will for James Smith dec'd - His son, Thomas O. Smith, and Elbert Smith, & some others were present. After writing and reading over the Will to James Smith, Thomas O. Smith & Elbert Smith, each, made and signed a Note, in favor of James Smith for four hundred and fifty dollars, - in conformity to the provisions of the Will, which required them to pay said sum respectively to his Estate, after his death, for the benefit of his Grand Children, - I put said Notes into a little Tin Box, and also, the Will, and took them away with me, (at the request of James Smith) and kept them till some time after his death, - I then went to his House, and assisted Thomas O. Smith in making out the Inventory of said James Smith's Estate, - I took the papers out of the Box, and put said Notes into the Inventory, - John W. Fletcher, as well as myself, were the witnesses, who assisted said Executor, Tho. O. Smith, in making an Inventory of said Estate of James Smith, dec'd - I don't know what has become of the Inventory, I have never seen it since. The land referred to, in the Will of James Smith, as having been given to Thomas O. Smith, by his father, I understood from both of them, at the time I wrote the Will, had been deeded to Thomas O. Smith, by his father, James Smith, some ten or twelve years before that time. After I wrote the will James Smith & Thomas O. Smith had some conversation about the provision in said will requiring said Thomas O. to pay \$450 for the benefit of the children.

* him giving his note for that sum

which was accordingly done
To the latter part of said statement as to the composition of James Smith
and Thomas O. he had given him land
with more than he could do for the
rest of his children, to which said
Thomas O. assented. The inquiry then
how the requirement to pay the \$450
could be made binding on said Thomas
O. & after consultation it was agreed
that it could be made binding on
R. H. McMullin, - who states, I was clerk of the
County Court of Jefferson County, Missouri, in 1869,
- and I don't remember ever seeing an Inven-
tory of the Estate of James Smith, ^{as} filed by
the Executor thereof, - I was not in the habit
of recording Inventories at that time, always,
although the law requires it, - I have searched
and cannot find any Inventory of said Estate,
filed by Tho. O. Smith.

John L. Thomas, - who states, I am Guardian
of Margaret A. Smith, Charles E. Smith & Lora
Viola Smith, grand children of said James
Smith, - and I have often looked for the
Inventory of said Estate, ~~in~~ the Clerk's Office
of the County Court of Jefferson County, but
was unable to find any filed by Tho. O.
Smith,

The Plaintiff then read in the evidence
the letters testamentary granted to
him on said ^{said Thomas O.} estate as also the ^{of record} ~~made~~
he made as executor as follows (Here
copy same)

Also the Record of the County Court appearing
the bond of Thomas O. & the Probate of said will
as follows (See copy same).

The Plaintiff admits that by a compromise
made since this suit was brought, by Plaintiff
and the Defendants, all the matters, claims, and
demands set up in the Plaintiffs petition, ex-
cept the Claim of four hundred & fifty dollars,
(the legacy required by the Will to be paid by
Thomas O. Smith) has been settled, and com-
promised, and nothing is in controversy, or
claimed in this suit now, except such leg-
acy, required by the Will to be paid by Thomas O.
Smith, -

The Defendants then in support of their defence, offered the following testimony.

John W. Fletcher, - who states, I was one of the witnesses called upon by Thomas O. Smith, Executor of the Estate of James Smith, dec^d, to assist him in making an Inventory of the property of said Estate, - I was present, and did assist in making said Inventory, - I saw Ira E. Leonard, (the other witness) take the papers of said Estate out of a Tin Box, - but, I did not see any Note taken out, against Thomas O. Smith, for four hundred & fifty dollars, payable to James Smith - did not see any Note at all against said Tho. O. Smith - or any Note inventoried, - I think if any had been taken out of the tin box, and inventoried, I should surely have seen it.

The above and foregoing was all the testimony introduced by the Parties.

The Plaintiff then asked the Court to declare the law of the Case as follows; To wit, (here copy Plaintiff declaration of law) Which said declaration of law so prayed by the Plaintiff was given by the Court, to the ^{ruling of the Court in} giving such declaration of law, the Defendants at the time objected and excepted,

The Defendants then asked the Court to declare the law of the case as follows, to wit, (here copy the instructions Nos, 1, 2, 3, 4, 5, & 6, asked by Defts)

But the Court refused to declare the law as prayed by the Defendants in their declarations of law ^{as in} Nos, one, two, three, four, and five, - to the ruling of the Court in refusing to give said five declarations of law as prayed by the Defendants, the Defendants at the time excepted.

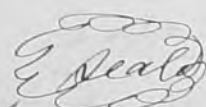
The Court then found for the Plaintiff, ~~and rendered judgment for~~ Plaintiff for the amount of said legacy and interest, to which finding and judgment of the Court, the Defendants at the time objected and Excepted.

The Defendants then on the 29th day of January 1874, filed their motion to set aside the finding & judgment of the Court, and grant a new trial which motion is as follows, to wit, (Here copy motion for New trial)

But the Court overruled Defendants motion for a New trial, and to which decision & ruling of the Court in refusing to grant a New trial, the Defendants at the time excepted.

On motion of Defendants, and by the consent of Plaintiff, the Court made an order allowing the Defendants thirty days time from the day the Court adjourned, in which to prepare his Bill of exceptions herein, and that the Judge ~~shall~~^{may} sign the same in vacation, and that Defendants be required to file the same in the Clerk's office of said Circuit Court, within thirty days from the adjournment of the Court, and to ^{order of Court} ~~agreement~~ the Plaintiff at the time agreed and consented, and which Consent is so entered of record, as follows, To wit, (here insert sd. order)

The Defendants now therefore present to the Judge in vacation, this their Bill of Exceptions to the various rulings and decisions ~~of the Court~~^{of the Court as} ~~as~~ ^{aforsaid}, and pray that the same may be ^{by the Judge} now signed, sealed, and made a part of the records and proceedings in said cause and which is accordingly done, this 28th day of February 1874,

Louis F. Downing 
Jury 26th li i
mo

Wm P. Adair, Adm^r,
of James Smith
vs,

Wm M. Smith, Et al,

Bill of Exceptions

Just 29 Jan 1874
585.

Filed Feb 23rd 1874

W. S. Boyce Clk

By C. Ho. Marine Dept

The within Bill is
Correct, - Feb, 14th 1874

A. Green
Atty for Defs.

Thos W. Ho
Her. & Off.

No. 3458

Jefferson Circuit Court.

May Term, 1872

W P Adair Pub admr
in charge James Smith Secd

vs.

Smith Osborn
and Stroup

Judgment, - - \$

Date 18

Fee Book No. Page

Judg't Docket, Page

Plaintiff's Atty.

ATTORNEYS: Exercise care and return promptly.

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