

Jefferson County Circuit Court
Case Files - Civil
January 1873

Box 30 Folder 37

Foxton, William

vs

Jagros, Charles H.

Mechanica Inc

Debt \$112 for carpenter work; 2-story
frame dwelling house; 528 + 40 N 5E

Charles H. Jaques,
1872

To William Foxton Dr,

To the Carpenter work, in building
for said Charles H. Jaques, a large frame
Smelling House, on his Land, - being two
stories high, with hall above and below,
and containing six rooms, - at and for
the price of three hundred and fourteen
dollars, which said Charles H. Jaques was
to pay said William Foxton for doing said
work, on completion of the same, - \$314.00
Or, By payments made, at different
times, in money and orders, by said Ja-
ques, in all, \$202.00

Leaving a Balance due said Foxton of \$112.00

The above Account shows a balance
due said William Foxton, as original Contract-
or in building said House, for said Charles H.
Jaques, and which House is situated on a
Forty acre Tract of Land situated in Jefferson
County Minn., and described as the North
West quarter of the South East quarter of sec-
tion Twenty eight in Township forty of Range
Five East, - and which land is owned by the
said Charles H. Jaques, - said William Foxton
states that he built the above described
House for said Jaques as original Contractor
and completed the same, on the 28th day
of October 1872, and that the above is a just

and true Account of the Demand due him
for said work, after all just Credits have been
given said Jaques, - and which, Demand
is intended to be a lien, upon such Build-
ing, and the Land on which the same is
situate, to the extent of one square Acre
of ground, measuring from the center of said
Building, - and that the above is a true de-
scription of said Building and the Land on
which it stands, or so near as to identify
the same, and upon which said lien
is intended to apply, - And which indebted-
ness from said Jaques, accrued within
six months prior to this date, To wit, on the
28th day of October 1872,

State of Missouri }
County of Jefferson }

William Foster, makes oath
and says that the above Account and the
matters and things as therein stated he
believes to be true.

Sworn to and Subscribed
before me this Dec. 17/72

Wm Foster

W. Bryce Clerk Cir. Ct.
By Chas. Horne Depy

William Foxton
vs.
Chas. H. Jaques

Account

Filed Dec 17 1892
W. J. Boyce
Clerk

William Goaton, - Plaintiff } In the Circuit
Against } Court of Jef-
Charles H. Jaques, - Defendant, } ferson County,
Missouri

The Plaintiff states that some time in April 1872, he contracted with the Defendant, to build for him a large frame Dwelling House, two stories high, with a hall above and below, and said house containing six rooms, By which Contract Plaintiff agreed to do all the Carpenter work in the construction of said Building, and for which, the Defendant agreed to pay him the sum of three hundred and fourteen dollars, to be paid in part as the work progressed, and the whole to be paid on the completion of the work. In pursuance of which Contract, Plaintiff undertook and did complete said work on the 28th day of October 1872, - During the progress of the work, Defendant paid Plaintiff in all, two hundred and two dollars, part in money, and part in orders, leaving a balance due Plaintiff of one hundred and twelve dollars, on the 28th day of October 1872, when said work was completed, and at which time Plaintiff and Defendant had a settlement, by which said sum was found to be due the Plaintiff. Plaintiff ^{states} that the Defendant, though often requested, has failed, and still fails and re-

judges to pay said balance of one hundred and twelve dollars, and for which sum and the interest Plaintiff asks judgment,
And Plaintiff states that, on the 17th day of December 1872, and within six months from the time said Building was completed, and said Demand became due him from the Defendant, he filed in the clerk's office of the Circuit Court of said Jefferson County, a just and true Account of the Demand due him from the Defendant, for said work, and verified by Affidavit, after all just credits had been given to Defendant, and which is intended to be a lien on said Building and the land on which it stands to the extent of one acre, and containing a description of the land on which said building stands; and which is as follows,
To wit, a tract of land, situate in Jefferson County Missouri, containing forty acres, and described as the North West quarter of the South East quarter of Section Twenty eight, in Township Forty, of Range Five East; and upon which said lien is intended to apply, that is, on said Building and the land on which it stands, to the extent of one square acre of land, measuring from the center of said Building, - and showing that Defendant is the owner of said Land, and said Building erected thereon, - And Plaintiff therefore

states that he has, by virtue of the law con-
cerning mechanic liens, a lien upon said
Building and the land on which it stands,
to the extent of one acre, - Plaintiff there-
fore asks Judgment to enforce his said lien
on said Building and one acre of ground,
and that the same be ordered to be sold
for the payment of his demand against
Defendant as above stated, and for which
Judgment may be rendered, and to
make such other and further orders and
Judgments as may be just and proper,
which said Account so filed is herewith
filed as part of this petition.

Abner Green
Attorney for Plaintiff

In Circuit Court
Jefferson County

William Foster

vs.

Charles H. Jagne

Petition

Let summons issue

Alene

For Poff.

Dec 18

Filed Dec 18 1872

W. B. Boyce Clerk

By O. H. Herine
Deputy

William Sutton, Plaintiff } In the Circuit Court
against } of Jefferson County
Charles H. Jacques - Defendant } Missouri,

The plaintiff states that some time in April 1872, he contracted with the Defendant, to build him a large frame dwelling house, two stories high with a hall above and below, and said house containing six rooms, By which contract Plaintiff agreed to do all the Carpenter work in the construction of said Building, and for which, the Defendant agreed to pay him the sum of three hundred and fourteen dollars, to be paid in part as the work progressed, and the whole to be paid on the completion of the work, In pursuance of which contract Plaintiff undertook and did complete said work on the 28th day of October 1872, During the progress of the work, Defendant paid Plaintiff in all two hundred and two dollars, part in money and part in orders, leaving a balance due Plaintiff of one hundred and twelve dollars, on the 28th day of October 1872, when said work was completed; and at which time Plaintiff and Defendant had a settlement, by which said sum was found to be due the Plaintiff, Plaintiff states that Defendant, though often requested, has failed, and still fails and refuses to pay said balance of one hundred and twelve dollars, and for which sum and the interest Plaintiff asks judgment, And plaintiff states that on the 17th day of December 1872, and within six months from the time said Building was completed, and said demand became due him from the Defendant, he filed in the Clerk's

office of the Circuit Court of said Jefferson County, a just and true account of the demand due him from the Defendant, for said work, duly verified by affidavit, after all just credits had been given to Defendant, and which is intended to be a lien on said Building and the land on which it stands to the extent of one acre, and containing a description of the land on which said building stands; and which is as follows to wit: a tract of land, situate in Jefferson County Missouri, containing Forty acres, and described as the North West quarter of the South East quarter of Section twenty-eight, in Township Forty, of Range Five East; and upon which said lien is intended to apply, that is, on said building and the land on which it stands to the extent of one square acre of land measuring from the center of said Building - and showing that Defendant is the owner of said land, and said building erected thereon - And plaintiff therefore states that he has by virtue of the law concerning Mechanic's liens, a lien upon said building and the land on which it stands to the extent of one acre, Plaintiff therefore asks judgment to enforce his said lien on said building and one acre of ground and that the same be ordered to be sold for the payment of his demand against Defendant as above stated, and for which judgment may be rendered, and to make such other and further orders and judgments as may be just and proper, which said account so filed is herewith filed as part of this petition

Abner Green
Attorney for Plaintiff.

A true copy of the original petition.

Witness, W. S. Boyce clerk of said court
with the seal thereof hereunto affixed
at office December 18th 1877.

W. S. Boyce clerk
By C. C. Ho. Crane Deft.

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

The State of Missouri,

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

We command you, that you summon

Charles Jacques

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 ~~Monday after the fourth Monday of~~ *Second* *January* next, then and there to answer unto

William Choston

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 *18th*

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

W. S. Boyce Clerk Circuit Court.

By *C. H. Corine* Deputy.

I executed the within summons and writ
at the county of Jefferson state of Missouri
on the 18th day of December 1872

J. B. Moss sheriff
By J. A. Williams
Deft

3525-

RETURNABLE
TO
JEFFERSON CIRCUIT COURT.

January TERM, 1873.

William Goston

vs
Charles H. Laques

original

Dec 18

sheriff fees \$1.00

William Foxton Plaintiff } In the Circuit Court of
vs } Jefferson County
Charles H. Jacques Defendant }

For answer to plaintiff's petition herein defendant admits that he contracted with plaintiff during the month of April A. D. 1872 for the building and completion of the house described in plaintiff's petition and that by said contract plaintiff agreed to do all the carpenter work in the construction of said building and that defendant agreed to pay him ^{plaintiff} therefor the sum of three hundred and fifteen dollars a reasonable proportion thereof to be paid plaintiff during the progress of the work and the whole to be paid on the completion of the work and that in pursuance of said contract plaintiff undertook said work, but denies that plaintiff did on the 28th day of October 1872 or at any other time complete said work and says that said work is not yet completed and no money is due thereon.

He admits that he paid plaintiff on said contract the sum of two hundred and two dollars as alleged in said petition but denies that the balance of one hundred and twelve dollars or of any other sum was then left or has ever been left due said plaintiff. He denies that he had at any time a settlement with plaintiff or anyone for him by which said sum or any other sum was

was found to be due plaintiff as alleged.

Defendant says that he has no knowledge or belief as to whether plaintiff at the time alleged or at any other time filed in the clerk's office any account or pretended account as alleged in his said petition and if any such account was so filed containing allegations as alleged said account was not just or true in that there was not on said 17th day of December A.D. or at any other time due to plaintiff from defendant as alleged saving and excepting the amounts admitted to have been paid plaintiff in plaintiff's said petition. Defendant further denies that by virtue of the law concerning mechanics lien or by any other reason plaintiff has or is entitled to a lien against the premises described as alleged in said petition.

Defendant also for further answer to said petition and by way of counter-claim thereto says that said contracts under which plaintiff undertook to build said house required plaintiff and he thereby undertook and agreed to build and complete said house within a reasonable time ~~that by the~~ that said house could with reasonable dispatch could have been completed by about the first day of July A.D. 1872 and that plaintiff did not complete said work or house within a reasonable time and has not yet completed the same. That the cornice, cellar door and

roof and divers other portions of said house included in said contract still remain unfinished and have so remained ever since the time at which the same should have been completed. That no portion of said house was so far finished that defendant could use any part thereof until about the 11th day of November A. D. 1872 and all of said house except two rooms thereof remained entirely untenable for a long time thereafter and ^{the whole of said house} is still in an imperfect condition. That by reason of the premises defendant has been greatly damaged to wit in the sum of Two hundred dollars.

Wherefore defendant asks judgment against plaintiff in said sum of Two hundred dollars for his costs herein and for all other & proper relief

Lewis & Daniel with
John L. Thomas & Bro
Attorneys of defendant.

\$8.00 on Conveyance to town

William Foxton
Plaintiff

vs

Charles H. Jacques
Defendant.

Answer.

Filed July 20 1873
W. S. Boyce
Clerk

STATE OF MISSOURI,

COUNTY OF JEFFERSON.

To

John Fetter, Thomas

Williams & A. C. Papen

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 17th day of May 1873, 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 John Fetter is

Plaintiff, and

A. H. Jacques is

Defendant, on the part of the Plaintiff; 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 28th day of
April A. D., 1873.

W. S. Boyce Clerk.

R. C. Ho. Curvine Deput

May 1 1875

Foster
to
Jacques

Plff

Jno Foster
Thomas Williams
A C Parson +

Sheriff fees \$1.60

2 may 2

I. Execute the within subpoena at the County
of Jefferson City of Missouri in the County
of Jefferson for Thomas Williams vs. J. C.
Foster by reaching the same to them

J. B. Moore Sheriff
By Mr. J. A. Williams

Subst

STATE OF MISSOURI,

COUNTY OF JEFFERSON.

To

Wm C Bage. Saml M Keer Lafayette Perkins

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 *17th day of May 1873.*, 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 *Wm Foster* is

Plaintiff, and *C. H. Jaques* is

Defendant, on the part of
in no wise to fail.

W. S. Boyce

; and herein you are

Witness, W. S. BOYCE, Clerk of our said Court with the seal thereof
hereto affixed, at office, this *28th* day of
April A. D., 1873.

W. S. Boyce Clerk.

R. C. Ho. Horine Depts

Foston
vs
Jacques

May 1873

Plff.
Wm E. Bage
Saml. McKee - 9
Lafayette Perkins x

Shutts fees \$1.50

I executed the within subpoena at the
County of Jefferson State of Mississippi in
the within named W. E. Bage vs. McKee
& Lafayette Perkins by reading the said
subpoena to the said W. E. Bage McKee
and their presence S. hearing May 2nd 1873

J. B. Moore Sheriff
By Wm L. Williams

Wm L.

STATE OF MISSOURI,

COUNTY OF JEFFERSON.

To Peter Shoup & C. F. Lee

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 17th day of May 1873, 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

Defendant

Defendant, on the part of the Defendant; 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 24th day of

May, A. D., 1873.

Clerk.

By C. H. Morgan, Secy

I removed the within substance on the 14th
day of May and 15 day of June 1973 by both
same to Mr. Stuart & D. Steele in their
presence & hearing.

Shaw H Jacques

Fryland
¹⁵
Jacques
May 73

Shaw H and outbursts
before me May 20 1973

And Berger & Dr
By Otto Stenmo & Dr.

William Foxton Plaintiff
vs
Charles H. Joeger, Defendant

In the Circuit Court of Jefferson
County, Missouri - May Term 1873.

Now at this day comes said Defendant
and for an amended answer to the
petition of the Plaintiff states that he
denies that in April 1872 or at any
other time he contracted with Plain-
tiff for the building of a house descri-
bed in said petition for which he was
to pay Plaintiff the sum of three hun-
dred and fourteen dollars. Defendant
states that about April 1872 Plaintiff
agreed with Defendant to ~~build~~ ~~him~~
~~a house~~ do the Carpenter's work on
a house which Defendant then
was about to build. That Plaintiff
represented himself to Defendant
as being competent to do said work
in a thorough, substantial and
workmanlike manner and undertook
and agreed with Defendant to complete
said work in a reasonable time in a
thorough, substantial and workman-
like manner for which Defendant
agreed to pay Plaintiff from time to
time as the work progressed what

said work might be reasonably worth: that
in pursuance of said agreement Plaintiff
undertook to said work but utterly failed
to do it in a reasonable time or in a
thorough, substantial or workmanlike
manner in this. That is to say. Said
work should have been completed by
the first day of July 1872 and could have
been completed by that time by a compe-
tent and diligent mechanic but he
avows that ^{much of} said work remains unfinished
to this day and that that portion which
Plaintiff did perform so unskillfully
done and not completed in a thorough
substantial and workmanlike manner
in the following particulars-viz: The
Cornice to said house was so unskillfully
constructed by Plaintiff as to require
alteration before it could be of any ser-
vice to Defendant which alteration
Defendant had made at an expense
to him of eight dollars; that he said
Plaintiff so unskillfully constructed
the windows, cornices around the house
and around the bay window to the house
and the roof of said house that they
all leak in time of rains to the great annoy-
ance and damage of the Plaintiff and
that the cellar door, base boards and stoop-
way ^{of said house} are not yet completed by reason
of all which Defendant says he has

been damaged in the sum of Two hundred dollars. Defendant states that he has paid Plaintiff two hundred and two dollars for the work he did on said house and he believes that sum is all that such work was reasonably worth and more too. Therefore Defendant asks judgment for two hundred dollars the damages he has sustained aforesaid.

Defendant denies that he and Plaintiff at any time whatever had a settlement by which the sum of \$112 or any other sum was found to be due Plaintiff. Defendant states that he has no knowledge or information sufficient to form a belief as to whether Plaintiff took the steps to acquire or that he did acquire a vendors lien for the alleged work upon Defendant's house as is by him in said petition alleged and hence requires strict proof of the same.

John T. Shuman & Bro
Atty for Defendant.

Wm Foxton

4

C. H. Jacques

Amended Answer.

Filed May 12 1873

W. S. Boyce Clk

By Tho' Marine Dep't

Wm Hoxton } In Circuit Court of
vs } Jefferson County Mo.
Jaques } May Term A.D., 1873

Now at this day comes the
Defendant and moves the Court to
require the Plaintiff to give security
for costs in the above cause

1st Because said Plaintiff has no property
subject to execution

2^d Because said Plaintiff is insolvent
and unable to pay costs,

3^d Because said Plaintiff owns no property
out of which to make the costs

John L. Thomas & Bros, -
Attys for Deft.

Foxton
vs
Jaques }

Motion to require
Plaintiff to give
security for costs
~~~~~

Filed May 19<sup>th</sup> 1873  
W S Boyce  
Clerk

William Foxton Plaintiff

<sup>vs.</sup>  
Charles H Jacques Defendant

In the Circuit Court of Jefferson County  
Missouri May Term 1873.

The Plaintiff for replication to the amended answer of Defendant says that it is not true that he agreed with defendant to build the house as stated in ~~plaintiff's~~ <sup>defendant's</sup> answer for an uncertain sum or for a quantum meruit to be thereafter ascertained but to do said work for a stated sum by special contract as stated in his petition and denies that any time was specified within which said work was to be completed but it was agreed by the defendant at the time that Plaintiff should have ample time for himself and son to do all the work without hiring a assistant carpenters, and denies that he ever agreed to finish said work by the first day of July 1872, and denies that same could have been completed by that date. He denies that much or any of said work remains unfinished and denies that any part of the work was done in an unskillful unsubstantial or unworkmanlike manner. He denies that the corner

was so unskillfully constructed by Deff  
as to require alteration, but states the fact  
to be that by defendants special direction  
three holes were left in the cornice for the  
shouting of the house. which defendant  
afterwards changed his mind in  
reference to but which Plaintiff was  
not bound to alter or close up or  
complete, He denies that it was worth  
eight dollars to close them up or finish  
or alter the cornice. He denies that the  
windows, cornices around the house & around  
the bay window & the roof of said house leaked  
in times of rains when completed by Plaintiff  
but the whole materials for the house was of inferior  
quality & the work was done as well as the materials admitted of.  
He denies that the cellar door, base boards,  
and stairway of said house are yet in-  
complete, but states the fact to be that  
some small pieces of base could not be  
put on until the mantels were set and  
that defendant did not have the mantels  
set and did not furnish suitable ma-  
terial for the short pieces of base board  
required. He further states that after the  
completion of the House according to  
his contract defendant undertook to put  
in an outside cellar door not included  
in his contract. He <sup>denies</sup> states that he failed

to complete the stairway to said house but states the fact to be that it was completed with the exception of sandpapering the hand railing which was not done by reason of the defendant failing to furnish the necessary sand paper. He denies that Defendant has been damaged in the sum of two hundred dollars or any other sum as stated in his amended answer.

A Green  
atly for Plff

3525

William Foxton  
vs

C. H. Jacques.

Replication to  
refts amended  
answer

Filed May 20<sup>th</sup> 1873  
W. S. Boyce  
Clerk

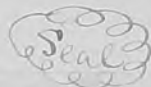
This agreement made and entered into this eighth day of April 1872 by and between William Foxton party of the first part and Charles H. Jaques party of the second part Witnesseth that the said party of the ~~second~~ <sup>first</sup> part in consideration of the sum of One Hundred and Ninety (\$190) dollars to be paid by the party of the second part hereby agree to build for the party of the second part a dwelling House situated upon the Farm of the said party of the second part and laying in Jefferson County Missouri as per plans and specifications annexed. The said party of the second part to furnish all lumber and material for said building including Sash, Doors and frames ready made, The payments to be made in sums of Twenty Dollars as the building progresses. The party of the first part to use all reasonable dispatch in completing the building. In witness thereof the contracting parties have annexed their hands and seals as per date above

Wm Foxton  
Charles H. Jaques



Witness

J F Hosking



Cash Recd

|                        |    |       |
|------------------------|----|-------|
| Cash                   | \$ | 15.00 |
| "                      |    | 25.00 |
| "                      |    | 30.00 |
| Receipt To Jacques for |    | 70.00 |

|                        |  |       |
|------------------------|--|-------|
| Cash                   |  | 15.00 |
| "                      |  | 30.00 |
| Receipt To Jacques for |  | 45.00 |

|                          |  |       |
|--------------------------|--|-------|
| order To England         |  | 50.00 |
| order on Rice for sundry |  | 50.00 |

|                         |  |       |
|-------------------------|--|-------|
| Cash Receipt To Jacques |  | 10.00 |
| Cash Receipt To Jacques |  | 10.00 |

Filed June 25 1883  
W. L. Boyce  
Clerk

William Fostow, - Plaintiff } In the Circuit  
Against } Court of Jefferson  
Charles H. Jaques, - Defendant } County Missouri,

The Plaintiff for amended Petition, filed by leave of the Court, states that, on the 8<sup>th</sup> day of April 1873, he and the Defendant, made and executed a written Contract, herewith filed, by which the Plaintiff agreed to build for the Defendant a dwelling House, on his land in said Jefferson County, within a reasonable time from that date, as per plans and Specifications annexed, in consideration of the sum of one hundred and ninety dollars, to be paid by the Defendant to Plaintiff as the work progressed, in sums of twenty dollars each, and the Defendant by said Contract was to furnish all lumber and material for said Building including sash, doors, and frames, ready made. And Plaintiff states that he soon afterwards, commenced the work of said Building, under said Contract, and had erected the frame of the same, and done a small portion of the work, when he and the Defendant entered into a verbal Contract, (by which the said written Contract was superseded and rescinded) and by which verbal Contract, the said building was enlarged, by some additional rooms, and work <sup>to be done</sup> - and by which, the Plaintiff agreed, to build for Defendant a large <sup>frame</sup> dwelling House, two stories high, with a hall above and

below, and containing six rooms; and by which Contract Plaintiff agreed to do all the Carpenter work in the Construction of said Building, and for which work the Defendant agreed to pay Plaintiff the sum of three hundred and fourteen dollars, to be paid in part as the work progressed, and the whole to be paid on the Completion of said work, And the Defendant was to furnish all the lumber and material for said enlarged Building, including sash, doors, and frames, ready made, under this verbal Contract, as same as he had first agreed to do under said written Contract, And the Plaintiff by this verbal Contract, included the work he had already done under the written Contract, as part of the work he agreed to do for Defendant under said verbal Contract; and the three hundred and fourteen dollars, the Defendant agreed to pay Plaintiff, for the work to be done by him, under the verbal Contract, was in lieu of the amount to be paid by him under the written Contract, - as the said verbal Contract was intended by said parties to supersede the written Contract, except that some portions of the work was to be done partly according to the specifications of the written contract, but according to the alterations, <sup>made by the</sup> plan, and specifications, of the verbal Contract, And Plaintiff states that, in pursuance of said verbal Contract, he continued the work of erecting said building, according

To the Plan and specifications of said verbal Contract, and did complete said work, according to said verbal Contract, on the 28<sup>th</sup> day of October 1872, - During the progress of said work, Defendant paid Plaintiff in all, two hundred and two dollars, part in money, and part in orders on other persons, - leaving a balance due Plaintiff of one hundred and twelve dollars, on the 28<sup>th</sup> day of October 1872, when said work was completed; and at which time the Plaintiff and the Defendant had a settlement of their accounts, by which said sum was found to be due the Plaintiff, as the balance for said work, under said verbal Contract. And the Plaintiff states that the Defendant, though often requested so to do, has neglected and failed, and still fails and refuses, to pay Plaintiff said sum of one hundred and twelve dollars, due Plaintiff for said work as aforesaid, and for which sum of money, and the interest thereon, the Plaintiff asks Judgment.

And the Plaintiff further states that on the 17<sup>th</sup> day of December 1872, and within six months from the time said Building was completed, and said demand of one hundred and twelve dollars became due the Plaintiff, from the Defendant, he (Plaintiff) filed in the Clerk's Office of the Circuit Court of said Jefferson County, a just and true account of the demand due him from Defendant, for said work, after all just credits had been given Defendant, and duly verified by Plaintiff's affi=

davit, and which <sup>account</sup> is intended to be a lien on said Building and the land on which it stands, to the extent of one acre, and containing a description of said Land on which said Building stands; and which tract of Land, is described as the North West quarter of the South East quarter of section Twenty eight, in Township Forty North, of Range Five East, containing Forty acres, and situate in Jefferson County, Missouri; and, upon which Building and the Land on which it stands, to the extent of one square acre, measuring from the Center of said Building, said lien is intended to apply; and showing that Defendant is the owner of said Land, and the said Building erected thereon as aforesaid, And the Plaintiff therefore states that he has, by virtue of the law concerning Mechanic liens, a lien upon said Building and the Land on which it stands, to the extent of one acre, as aforesaid. The Plaintiff therefore asks judgment to enforce his said lien on said Building and said one acre of Land, as aforesaid, and that the same may be ordered to be sold for the payment of the demand due Plaintiff as aforesaid, and for which Judgment may be rendered, and to make such other and further orders and Judgments as <sup>may</sup> be just and proper, Which said Account so filed as aforesaid, is herewith filed as part of this petition,

Almer Green  
Attorney for Plaintiff,

In Circuit Court of  
Jefferson County

William Foxton

vs,

Charles H. Jaques

Amenored  
Petition

Filed June 25 1873  
W. S. Boyce  
Clerk

Wm Faxon pl<sup>ff</sup> } mechanics Lien,  
vs  
C. H. Jacques Def<sup>t</sup>. In the Circuit Court.

Do Wm E Bage a resident of Jefferson  
County State of Michigan, acknowledge myself  
hereby bound to pay all costs, which have  
accrued or may accrue in the above entitled  
cause.

Witness my signature this 29th day of  
July 1873.

W. E. Bage

Wm Haydon  
vs  
St. Jacques

Security for costs

Filed July 29<sup>th</sup> 1873

(McJ Bayce Esc)

STATE OF MISSOURI,

COUNTY OF JEFFERSON

To Wm E. Boyce, Jno Fowler, De Lafayette Perkins  
A. C. Papahr, & Saml McKee

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 10th day of Sept 1873, 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 the State Wm Fowler is

Plaintiff, and Le A. Jacques is

Defendant, on the part of the Plaintiff; 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 25th day of  
August A. D. 1873.

W. S. Boyce Clerk.  
A. C. McKee Depy.

Executed the within subpoena at the County of  
Jefferson state of Missouri on the within named  
witnesses, Wm E Bage. Jno Foxton DeLafayette Hoskins  
A C Paxton & Saml McKee by reading the  
same in their presence and hearing on the  
3<sup>d</sup> day of September 1873, J. D. Moss Sheriff.

By J. F. Williams Deft

Sept. 5 1873.

Wm Foxton

<sup>vs</sup>  
C. M. Jacques

Wm E Bage 3

Jno Foxton 3

DeLafayette Hoskins 3

A C. Paxton 3

Saml McKee 3

William Foxton, Plaintiff

<sup>vs</sup>  
Charles H. Joegnes  
Defendant

In the Superior Circuit Court.

Now at this day comes said Defendant and by leave of Court procees to the amended petition filed by Plaintiff on the 25<sup>th</sup> day of June 1873 states that he admits he and Plaintiff entered into the written agreement at the time & for the purpose mentioned by Plaintiff in his said petition, but Defendant denies that after a part of the work specified by said Contract was performed under it by Plaintiff or at any other time he and Plaintiff entered into a verbal agreement or contract by which the said written contract was superseded or rescinded, by which verbal contract the said building was enlarged by additional rooms or otherwise or that Plaintiff agreed to build ~~a house~~ for Defendant a house two stories high containing 24 rooms with a hall above and below or that Plaintiff by such verbal agreement was to do the carpenter's work on said house and he denies that

he agreed verbally or by writing or otherwise to pay Plaintiff \$314 or any other sum for such work and defendant therefore denies that he is or ever was indebted to Plaintiff in the sum of \$314 or any other <sup>sum</sup> on said Contract made by parole or alleged by Plaintiff or otherwise.

Defendant over that when he and Plaintiff entered into said written Contract aforesaid Plaintiff represented himself to Defendant as being a competent mechanic capable of performing all kinds of Carpenter work in a thorough, substantial and workmanlike manner and with reasonable dispatch and in consideration of such representations Defendant signed said Contract. But Defendant over that said Plaintiff was utterly incompetent to Carpenter work in a thorough, substantial and workmanlike manner or to do work in a reasonable time for he says that Plaintiff undertook to build said house and which he should have finished by the 1<sup>st</sup> day of July 1872 and which he could have finished by that time if he had been a competent and diligent workman but he has not

get finished it and a part of the work  
was done in an unsubstantial and  
not in a thorough and workmanlike  
manner in this that is to say -  
the cornice to said house was so unskillfully  
constructed by Plaintiff as to require  
alteration before it could be of any  
use to Defendant, which alteration  
Defendant had made at an expense  
of eight dollars and that he said  
Plaintiff so unskillfully constructed  
the windows, cornices around the house  
and around the bay window to the  
house, and the roof of said house  
that they all leak in time of rains  
to the great annoyance and damage  
of the Plaintiff and that the cellar  
floor, base board, and stairway of  
said house are not yet completed  
by reason of all which Defendant  
says he has been damaged in the  
sum of two hundred dollars.

Defendant says he has paid Plaintiff  
all his work on said house is  
reasonably worth. Wherefore Defendant  
asks judgment for two hundred  
dollars the damages he has sustained  
as aforesaid.

Defendant denies that he and Plaintiff  
at any time whatever had a settlement  
by which the sum of \$112 or any

other sum was found due Plaintiff.  
~~Plaintiff~~ Defendant states that he has  
no knowledge or information sufficient  
to form a belief as to whether Plaintiff  
took the proper steps to acquire or that  
he did acquire a mechanics' lien  
upon Defendant's premises for the  
alleged work upon his house as is  
by said Plaintiff in his said petition  
alleged and hence he requires strict  
proof thereof.

John L. Monro Bros  
With J. E. Leonard  
Attys for Defendant.

William Foxton

or  
Charles H. Jacques

---

Answer demanded  
Petition.

Filed Sept 16 1873  
W. J. Boyce Clerk

STATE OF MISSOURI,

COUNTY OF JEFFERSON

To Chas H. Lee. Peter Blomph

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 *seventh* day of *September* 1873, 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 *Ym. Sexton* is

Plaintiff, and

*C. H. Jacques* is

Defendant, on the part of *Defendant*; 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 *sixteenth* day of  
*Sept* A. D. 1873.

*W. S. Boyce* Clerk.

Doxton  
no  
Jacques

seph 1873

C F Lee

Peter Stroup ser 18<sup>th</sup>

sheriff fees - 50  
cts

William Foxton, - Plaintiff } In the Circuit  
Against } Court of Jeffe-  
Charles H. Jaques, - Defendant } ferson County  
Missouri

The Plaintiff for amended petition filed by leave of the Court, states that on <sup>the 8<sup>th</sup></sup> day of April 1870, he and the Defendant made and entered into a written contract, herewith filed, by which the Plaintiff agreed to build for the Defendant a frame Dwelling House on his land in said Jefferson County, according to said agreement and the plans and specifications accompanying the same, and to complete the Carpenter work on the same in a reasonable time from that date, and in consideration thereof, the Defendant agreed in said Contract to pay Plaintiff the sum of one hundred and twenty dollars, and to pay him twenty dollars a month as the work progressed, and the Defendant also agreed in said Contract to furnish all the lumber and materials necessary for the construction of said building, including the sash, doors, and door frames for the same, ready made, And the Plaintiff states that soon after the making of said Contract, he commenced the work of building said house, under said written Contract, and that after he had erected the frame

of the same and done a part of said work, the Defendant determined to have some additional work done, and to alter somewhat the plan of said building, and requested Plaintiff to perform certain extra work, over and above what was stated in the written Contract, and by this direction and request of Defendant, the said Dwelling House was to be built two stories high, with a hall above and below, and to contain six rooms, and for the doing of this extra and additional work in the construction of said building, the Defendant agreed verbally with the Plaintiff, to pay him for such extra and additional work, in the same proportion as the work done, and to be done, under said written Contract, - that is, to pay Plaintiff for such extra and additional work in said building at the same rate and in the same proportion, as he had agreed to pay Plaintiff for his work in said written Contract, - and to be paid in part as the work progressed as therein stated, - and in this verbal agreement the Defendant was to furnish all the lumber and materials for said Building with the additions, as same as he was, under the written agreement, including sash, doors, and door-frames, ready made, - and said work to be done according to the plan and specifications of said written Contract, except such changes and alterations as were directed by the

Defendant, and the whole work to be comple-  
ted in a reasonable time, and to be paid for  
on the completion of said work, And the  
Plaintiff states that in pursuance of said  
written Contract, and said agreement for such  
extra and additional work, he continued the  
work of constructing said Building and the  
additions, in accordance with said plan  
and specifications, <sup>and verbal contract</sup> and did fully com-  
plete said Building according to said Con-  
tract, and the alterations directed by De-  
fendant, on the 28<sup>th</sup> day of October 1872, at  
which time the Defendant received and  
accepted said work. And Plaintiff states  
that during the progress of said work, the De-  
fendant paid him in all two hundred and  
two dollars on said work, part in money, and  
part in orders, on other persons, leaving a  
balance due Plaintiff, on the completion  
of said work, on the 28<sup>th</sup> day of October 1872,  
of one hundred and twelve dollars, And at  
which time, the Plaintiff states that he  
and the Defendant made an estimate of  
what said extra and additional work was  
worth in proportion to the other work done  
under said written Contract, and that they  
estimated and agreed upon the whole  
work <sup>of said building</sup> at the sum of three hundred and four-  
teen dollars; and, after deducting there-

from the sum of two hundred and two dollars, (the amount Plaintiff had received during the work,) left a balance due Plaintiff, for said work, on a full settlement of his and Defendant's accounts, of one hundred and twelve dollars. And Plaintiff states <sup>that</sup> the Defendant at that time made a written memorandum, in which he estimated the work of said building at three hundred and fourteen dollars, and deducted therefrom cash and orders, \$182.<sup>00</sup> leaving balance of \$132.<sup>00</sup>, and that he afterwards paid \$20.<sup>00</sup> leaving a balance due Plaintiff of one hundred and twelve dollars, which sum he then promised to pay Plaintiff on such settlement of accounts. And the Plaintiff states that the Defendant, though often requested so to do, has neglected and failed, and still neglects and refuses, to pay the Plaintiff the said sum of one hundred and twelve dollars, due Plaintiff for said work on settlement as aforesaid, and for which sum and the interest thereon, since the 28<sup>th</sup> day of October 1872, the Plaintiff asks judgment.

And the Plaintiff further states that on the 17<sup>th</sup> day of December 1872, and within six months from the time said dwelling house and the additions, was completed, and when said demand of one hundred and twelve

dollars had become due the Plaintiff from the Defendant, the Plaintiff filed in the clerk's office of the Circuit Court of said Jefferson County, Missouri, a just and true account of the demand due him from the Defendant, for said work, after all just Credits had been given the Defendant, and duly verified by the Plaintiff's affidavit, and which Account is intended to be a lien on said Building and the land on which it stands, to the extent of one acre, and containing a description of said Land, on which said Building stands; and which Land is described as the North West quarter of the South East quarter of Section Twenty eight, in Township Forty North, of Range Five East, Containing Forty acres, and situate in Jefferson County in the State of Missouri; - and upon which Building and the land on which it stands, to the extent of one square acre, measuring from the Center of said Building, the said lien is intended to apply, - and showing that the Defendant is the owner of said Land, and the Building erected thereon as aforesaid, And the Plaintiff therefore states that he has, by virtue of the law concerning mechanic liens, a lien upon said Building and the land on which it stands, to the extent of one acre, as aforesaid, The Plaintiff therefore asks Judgment to enforce his said lien on said Building and said one acre of land as aforesaid, and that the same may be ordered to be sold for the payment of the demand due the Plaintiff as aforesaid, and for which Judgment may be rendered, and to make such other and further orders and Judgments as may be just and proper, -

In the Circuit Court of  
Jefferson County,

William Boston

27,

Charles H. Jaques

Amended P<sup>th</sup> Edition

Which said Account so filed as aforesaid is herewith  
filed as part of this Petition. Abner Green  
Attorney for the Plaintiff

Wm Foxton Plaintiff } In the Circuit Court of  
a gainst } Jefferson Co. Jan'y Term  
Charles B. Jaques Def. } A.D., 1873

Now at this day comes defendant, <sup>with leave given</sup> and  
for answer to to second amended petition  
filed by Plaintiff on the 7<sup>th</sup> day of Nov' 1873  
states that he admits he and plaintiff entered  
into the written agreement at the time & for the  
purpose mentioned by plaintiff in his said  
petition, but denies that after plaintiff had erec-  
-ted the frame of the same and done a part of said work,  
that defendant determined to have some additional  
work done, and to alter somewhat the plans of said  
building, denies that he requested Plaintiff to per-  
-form certain extra work, over and above what was  
stated in the written contract, denies that the change  
specified in the petition was ordered by this Defendant,  
denies that he agreed verbally with plaintiff, to pay  
him for such extra, and additional work, in  
the same proportion as the work done, and to be done  
under said written contract, denies that he agreed  
to pay Plaintiff for such extra, <sup>and additional</sup> work in said building  
at the same rate and in the same proportion as in  
the written contract specified, denies that he made  
a verbal agreement as set out in plaintiff's petition  
and to be paid for as therein set out,  
Defendant denies that Plaintiff in accordance with  
said plan and specifications and verbal contract did  
fully complete said Building according to the  
said contract, and alterations made by this Defendant

on the 28<sup>th</sup> day of October 1872 or at any other time, Defendant denies that he received and accepted said work, denies that he owed plaintiff on the 28<sup>th</sup> day of Oct. 1872 the sum of one hundred and twelve dollars or any other sum bal. due for building the house as set out in plaintiff's petition, Defendant denies that he and Plaintiff made an estimate of what said extra and additional work was worth in proportion to the other work done under said written contract, denies that they estimated and agreed upon the whole work of said building at the sum of three hundred and fourteen dollars: and after deducting therefrom the sum of two hundred and two dollars left a bal. due Plaintiff for said work, on a full settlement of his and this defendant's accounts of one hundred & twelve dollars or any other sum denies that any settlement was ever made at any time, denies that he made a memorandum in which he estimated the work as alleged in plaintiff's petition, and denies that he promised to pay Plaintiff the said sum of one hundred & twelve dollars for amount due on settlement or for any other purpose denies that Plaintiff demanded said sum of one hundred & twelve dollars on the 28 Oct. 1872 or at any other time, denies that Plaintiff is entitled to judgment for one hundred and twelve dollars & interest from 28 Oct. 1872 or for any other sum,

Defendant avers that when he and Plaintiff entered into said written contract aforesaid

Plaintiff represented himself to Defendant as being a competent mechanic capable of performing all kinds of Carpenters' work in a thorough substantial, and workmanlike manner and with reasonable dispatch and in consideration of such representations Defendant signed said contract, But Defendant avers that said plaintiff was utterly incompetent to do Carpenters' work in a thorough, substantial and workmanlike manner or to do work in a reasonable time for he says that Plaintiff undertook to build said house and which he should have finished by the 1<sup>st</sup> day of July 1872, and which he could have finished by that time if he had been a competent and diligent workman, but he has not yet finished it and a part of the work was done in an unsubstantial and not in a thorough and workman like manner in this that is to say the cornice to said house was so unsuitably constructed by Plaintiff as to require alteration before it could be of any use to Defendant, which alteration Defendant had made at an expense of Eighty dollars and that he said Plaintiff so unsuitably constructed the windows, Cornices around the house and around the bay window to the house, and the roof of said house that they all leak in times of rains to the great annoyance and damage of the Plaintiff, and that the cellar door, base boards, and stairway of said house are not yet completed by reason of all of which

Defendant says he has been damaged in the sum of two hundred dollars.

Defendant says he has paid Plaintiff all his work on said house is reasonably worth, therefore Defendant asks judgment for two hundred dollars the damages he has sustained as aforesaid,

Defendant denies that he and Plaintiff at any time whatever had a settlement by which the sum of one hundred and twelve dollars or any other sum was found due Plaintiff.

Defendant states that he has no knowledge or information sufficient to form a belief as to whether Plaintiff took the proper steps to acquire or that he did acquire a mechanic's lien upon Defendants premises for the alleged work upon his house as is by said Plaintiff in his said petition alleged and hence he requires strict proof thereof

John L. Thomas, & Bro  
with J. E. Leonard

Atty for Defendant,

Wm Foxton  
against  
to has H. Jaques

---

. Answer to 3<sup>d</sup> Amended  
petition

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Filed Dec 10 1873  
W S Boyce clk

# County of Jefferson,

The State of Missouri.

To Samuel McKel, A to Faxon

Godafayello Hoskin

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 14th day of January 1874 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

William Hoskin is  
Plaintiff, and C. H. Jacques is

Defendant, on the part of Plaintiff 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 31st day of December, A. D. 1873

W. S. Boyce Clerk.

By C. H. Hoskin Depr

Jan 1874

Horton  
vs  
Jaques

Hon Plff.

Samuel McKee  
A. C. Paxon  
DeLafayette Hosking

sheriff fees 1.50

Served the within Spas on the 9th day of January 1874  
in the County of Jefferson State of Mo. by reading  
the same in the presence and hearing of  
Samuel McKee, A. C. Paxon & DeLafayette Hosking

J. B. Moss Sheriff

By J. F. Williams, Deft

# County of Jefferson,

The State of Missouri.

To *Wm & Page v John Gorton*

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 *14th day of January 1874* 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

*Wm Gorton* is  
Plaintiff, and *C. M. Jacques* is

Defendant, on the part of *Plff*

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 *14th* day  
of *December*, A. D. 187*3*

*W. S. Boyce* Clerk

*By C. H. McNamee Deput.*

Jan 1874

Houston  
vs  
Jacques

For Reff

Wm & Bage &  
John Fortson 9

sheriff fees 1.00

Served the within Ma & wife County of Jefferson State of Mo  
on the 9th day of Jan 1874 by reading the same in the  
presence and hearing of Wm & Bage & John Fortson

J. B. May sheriff

By J. F. Williams Deft

# County of Jefferson,

The State of Missouri.

To

*Geo Sec v Peter Straub*

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 14<sup>th</sup> day of June 1874 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 Wm Foster is

Plaintiff, and

*O. M. Jacques is*

Defendant, on the part of

*Defk*

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 5<sup>th</sup> day  
of January, A. D. 1874.

*W. S. Boyce* Clerk

*J. B. The Hon. Secy*

of record the within of the county of Eff  
the on E. J. Lee and Peter Stroup on the  
8 day of Jan 1874 by Reading the  
dam to them

J. B. Stroup  
Hwy

Jan 1874

Lee

Stroup

Lee  
Peter Stroup

Shelf in 100

# County of Jefferson,

The State of Missouri.

To *Charles Lee & Peter Stroupe*

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

*Wednesday Jan'y 14<sup>th</sup>*

*1874*

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

*William Fox*

Plaintiff, and

*C. A. Loggins*

Defendant, on the part of

*vs*

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

day

of

A. D. 1874.

*W. S. Boyce*

*C. M. Stroupe*

*By*

*Dply*

I Examined the will<sup>th</sup> at the County of  
Jeff Mo on 16<sup>th</sup> Dec and Peter Shoul  
by Reading the above to them  
on the 2 day of Jan 1833

Y<sup>rs</sup> J<sup>s</sup> Shoup  
Shuff

Taplin  
the  
Jacques

Jan 7<sup>th</sup>

Shuff. for 100

In the matter of controversy  
between William Foster  
and Charles H. Jaques

We the undersigned, selected  
by the above named parties as arbitra-  
tors, to hear and determine a certain  
matter of controversy between them  
according to an agreement of submission  
entered into between them this day

Do upon oath, swear that we will  
faithfully and fairly hear and examine  
the matters in controversy and  
make a just award according to  
the best of our understanding

Sworn and subscribed } W. E. Bage  
to before me this } C. L. Lee  
January 14<sup>th</sup> 1874  
W. S. Boyce clerk each

In the matter of controversy between  
William Fortson and Charles H. Jaques

We the undersigned Arbitrators  
and referees, selected by the above named  
parties, by their agreement of submission  
dated Jan'y 14<sup>th</sup> 1874 - after having been duly  
sworn as the law directs, did on the said  
mentioned day at Hillsboro Jefferson County  
Missouri, proceed to hear the statements of  
the parties in accordance with their submis-  
sion, and upon such hearing doth find  
~~and~~ adjudge that Charles H. Jaques is  
indebted to William Fortson in the sum of  
Eighty Seven & <sup>50</sup>/<sub>100</sub> dollars, for work done  
and labor performed by him for said Jaques  
in erecting a house. and doth find  
and award for said William Fortson in  
that sum, Jan 14<sup>th</sup> 1874

In presence of us.

J. B. Mop  
Thos. McMullin

C. H. Lee

W. C. Baze

This agreement made and entered  
 into this Fourteenth day of January  
 A.D. 1874 by and between William  
 Forton of the County of Jefferson  
 and State of Missouri of the one part  
 and Charles St Jacques of the same  
 place of the other part Witnesseth  
 Whereas, the said Forton has heretofore  
 commenced an action in the Circuit  
 Court of Jefferson County Missouri  
 against said Jacques to enforce a  
 mechanics lien, for a balance claimed  
 by said Forton to be due to him from  
 said Jacques, for work done and labor  
 performed for said Jacques by him in  
 erecting a house. We hereby agree  
 to submit our respective statements to  
 Charles F. Lee and William E. Page  
 of Jefferson County Missouri as  
 arbitrators (that is The said Forton  
 is to make to said arbitrators his full  
 and complete statement, and the  
 said Jacques is to make to them his  
 statement in like manner, and  
 then upon such statements the parties  
 hereto agree to submit to the decision of  
 the said arbitrators, without any  
 other testimony being heard by them

except the statements as aforesaid

And the said parties hereto agree to stand to and abide by such decision as said arbitrators may arrive at and make

And the said Jacques hereby agrees that if the said arbitrators shall determine and decide that he does owe to said Fortin a balance for work & labor, he will confess judgment for the amount so found, in said action in said Circuit Court.

And the said Fortin hereby agrees that if the said arbitrators shall determine and decide that Jacques does not owe to him any balance for work & labor, he will dismiss his said action in said Circuit Court at his own cost

In witness whereof we have hereunto set our hands this day and year first above written

Wm Fortin

Chas H Jacques

Fulton  
to  
Jacques

Submission

William Foxton  
vs,  
Charles Jagues }

The Plaintiff asks the  
Court to declare of the above cause,  
as follows;

1 - That if the Court sitting as  
Jury, believes from the evidence  
that the Plaintiff and Defendant  
did have a settlement of their  
accounts in relation to the build-  
ing of the House in Controversy, and  
by which settlement a balance  
was found due the Plaintiff of  
one hundred and twelve dol-  
lars, Then the Plaintiff is en-  
titled to recover such amount  
as the Court believes the evidence  
shows to be,