

Jefferson County Circuit Court
Case Files - Civil
September 1873

Folder 1 of 2

Box 31 Folder 34

Burdal, James S.

vs.

Davies, Evan L.

Davies, Abbie J.

Debt, note

Debt \$2302.29; plaintiff assignee of
J. Insko Williams; involved mortgages on
property in Cincinnati, Ohio; depositions;
Supreme Court; real estate attached
and sold on execution; also "Davies"

\$ 2302.29



Aug 8 1870
E. L. D.



Aug 8 1870
222

Cincinnati August 8th 1870
Ninety days after date I promise to pay to
the order of J. L. Sisco Williams
Twenty three hundred and two & ²⁹/₁₀₀ Dollars
payable at the Bank of the Ohio Valley with 8 percent
Value received Eva L. Davis

Due Nov 6/9

Chicago, Ind. - J. L. Sisco

\$580 ⁴⁸/₁₀₀ Five Hundred & Eighty
Dollars and Forty Eight Cents
paid on the within note July 9, 1872

without recourse
J. M. & W. H. Williams

\$2302.29

Uncummate August 8th 1870

ninety days after date. I promise
to pay to the order of J. Busco,
William Twenty Three Hundred
and two dollars payable
at the Board of the Ohio Valley
with 8 per cent interest value
received — Evan L. Davies

Due Nov. 6/9

\$120 N.S. }
Rev. Stamp }
Canceled }

on the Back of
the original is the
following

\$580 $\frac{48}{100}$ Five Hundred
and eighty dollars and
forty eight cents paid
on the within note
July 9th 1872

also the following
Without Recourse
J. Jones Williams

James S. Burdick, Plaintiff } In the Circuit
vs } Court of Jefferson
Evan L. Davies, Defendant } County Missouri

Plaintiff states that the defendant by his promissory note dated August 8th 1870 promised for value received to pay to J. Insko Williams or order ninety days after the date thereof the sum of Twenty Three Hundred and Two $4\frac{29}{100}$ Dollars - \$2302.29 - together with interest at the rate of eight per cent per annum from date, that there was paid to said Williams five Hundred and Eighty $4\frac{48}{100}$ Dollars thereon July 9th 1872 and that the note was thereafter indorsed and delivered by said Williams to this Plaintiff for value received, a copy of which is herewith filed the original being on file in the office of the clerk of the Circuit Court of Jefferson County Missouri in a suit heretofore instituted thereon but not prosecuted to judgment and Plaintiff avers that he is the owner of said note and that the same with the interest thereon is still due him except the amount paid thereon to said Williams and for which Plaintiff asks judgment ~~~~~

3 J. F. Williams
Attorney for Plaintiff

James S. Burdick Plaintiff }
vs
Evan L. Davis, Defendant }

In the Circuit Court
of Jefferson County

Missouri

Plaintiff States that the Defendant
by his promissory note herewith filed
and dated August 8th 1870 promised
for value received to pay to J Insko
Williams or order ninety days after
the date thereof the sum of Twenty
Three Hundred and Two & $\frac{22}{100}$ Dollars
\$2302.29 - together with interest
at the rate of eight per cent per
annum from date - that there was
paid to Said Williams five Hundred
and Eight & $\frac{48}{100}$ Dollars thereon
thereafter endorsed and delivered by
Said Williams to this Plaintiff for
Value received and Plaintiff avers
that he is the owner of said note and
that the same with the interest thereon
is still due him except the amount
paid thereon to said Williams as above
stated and for which with accruing
interest Plaintiff asks judgment.

J. S. Williams
Attorney for Plaintiff

2302.29
5
1802.29

James S. Burdeal Plaintiff }
vs
Evan L. Davis, Defendant }

In the Circuit Court
of Jefferson County

Missouri

Plaintiff States that the Defendant
by his promissory note herewith filed
and dated August 8th 1870 promised
for value received to pay to J Insko
Williams or order ninety days after
the date thereof the sum of Twenty
Three Hundred and Two & $\frac{22}{100}$ Dollars
\$2302.29 - together with interest
at the rate of eight per cent per
annum from date - that there was
paid to Said Williams five Hundred
and Eight & $\frac{48}{100}$ Dollars thereon
thereafter endorsed and delivered by
Said Williams to this Plaintiff for
Value received and Plaintiff avers
that he is the owner of said note and
that the same with the interest thereon
is still due him except the amount
paid thereon to said Williams as above
stated and for which with accruing
interest Plaintiff asks judgment.

3 J. S. Williams
3 Attorney for Plaintiff
3

2302.29
5
1802.29

Filed April 8 1893
Wm. D. Boyce & Co.
By O. H. Ho. Marine Dept.

James D. Burdall }
 against } Attachment
 Evan L. Davis and } in a civil action
 Abbie J. Davis his wife }

State of Ohio - Hamilton County ss.
 James D. Burdall being first
 duly sworn states that the Plaintiff
 in the above entitled cause has a
 just demand against the defendants
 therein now due, and that the amount
 which this affiant believes the plaintiff
 ought to recover after allowing all
 just credits and set-offs, is two
 thousand and seventy five dollars
 and thirty four cents, and that this affiant
 has good reason to believe and does
 believe that the defendants are now
 residents of the state of Missouri
 Subscribed and sworn to before
 me this 3rd day of April 1873 } J. S. Burdall
 S. M. Quinn }

Affidavit 40 cts. Notary Public in & for
 Ret. by J. S. Burdall Hamilton Co. Ohio



4. Sept. 878 / 3
W. H. Dwyce Esq
2. Mrs. Howard Esq

James B. Burdsall & ff }
against
Evan L. Davis and
Abbie J. Davis his wife & ff }

We James B. Burdsall as principal
and William Wood and
Jos. J. Williams as securities acknowledge
ourselves to be indebted to the state
of Missouri in the sum of Four
Thousand Two Hundred Dollars for
the payment whereof we bind ourselves
our heirs executors and administrators.

The condition of the above obli-
gation is, that whereas James B.
Burdsall as plaintiff is about
to commence a suit by attachment
in the circuit court of Jefferson
county Missouri, against Evan L.
Davis and Abbie J. Davis his
wife defendants returnable to the
next term thereof, wherein the sum
sworn to is Two thousand and seventy
five and ³⁴/₁₀₀ dollars - Now if
the said plaintiff shall prosecute
his action without delay and with

effect, refund all sums of money
that may be adjudged to be refunded
to the defendants or found to have been
received by the plaintiff and not
justly due to him, and pay all
damages that may accrue to any
defendant or garnishee by reason
of the attachment, or any process
or proceeding in the suit, or by reason
of any judgment or process thereon
if this obligation is to be void,
otherwise to remain in full force.
Witness our hands and seals
April 3rd 1873.

J. W. Woodruff Seal

Wm. Wood Seal
J. J. Williams, Secretary Seal

Taken and approved April 8th 1873

W. S. Boyce Secy. Gen. Ch.
By O. H. H. Horine Depy

3862

Parcel
no.
Name

415 Adams St
New York
By Thomas L. L.

James S. Burdick, Plaintiff } In the Circuit
vs } Court of Jefferson
E. L. Davies, Defendants } County Missouri

Plaintiff states that the defendant by his promissory note ~~herewith filed~~ ~~and~~ dated August 8th 1870 promised for value received to pay to J. Insko Williams or order ninety days after the date thereof the sum of Twenty Three Hundred and ~~Two~~ ²²/₁₀₀ Dollars - \$2302.29 - together with interest at the rate of eight per cent per annum from date. That there was paid to said Williams five Hundred and Eighty & ⁴⁸/₁₀₀ Dollars thereon July 9th 1872 and that note was thereafter endorsed and delivered by said Williams to this Plaintiff for value received a copy of which is herewith filed the original being on file in the office of the clerk of the Circuit Court of Jefferson County Missouri in a suit heretofore instituted thereon but not prosecuted to judgment and Plaintiff avers that he is the owner of said note and that the same with the interest thereon is still due him except the amount paid thereon to said Williams and for which Plaintiff asks judgment. = { Jos. J. Williams
Attorney for Plaintiff

Return

State of Illinois }
Union County }

I, Jacob Heileman
a person above the age of Twenty
one years and a competent and
disinterested Witness in the
within styled Cause on oath
state that I served the within
notice on the within named
Evan L. Davies in Union
County in the State of Illinois
on the 9th day of August 1873
by giving to him a True copy
of the within notice and
Petition

Signed, Jacob Heileman

Sworn to and
Subscribed before
me at office in
Union County
Illinois this 9th day
of August 1873
Witness my hand and
Seal of office affixed
at office in said County
and State the date last
aforesaid -

A. Palk Jones. Clerk Cir. Ct. -
Union County Ill.

James A. Burdick

vs

Evan L. Davies

Original Duplicate

Copy of Petition
& notice

James B. Burdall Plff }
against
Evan L. Davis Dft }

State of Ohio - Hamilton County ss -
James B. Burdall affiant states
that the plaintiff in the above entitled
cause has a just demand against
the defendant therein, now due, and
that the amount which this affiant
believes the plaintiff ought to recover
after allowing all just credits and
set offs is Two thousand two hundred
and seventy three dollars and thirty
two cents and that this affiant has
good reason to believe and does
believe that the defendant is a
non resident of the state of
Missouri.

Subscribed and sworn to

Before me this 29th day of July 1873 - James B. Burdall

S. M. Quinn

Affidavit 40 cts, Notary Public in & for
Pl by Plff Hamilton Co Ohio

James B. Burdall & Eff }
against
Evan L. Davis & Eff }

We James B. Burdall as
principal and for Burdall and
as securities acknowledge ourselves to be indebted
to the State of Missouri in the
sum of forty five hundred and
fifty dollars for the payment
whereof we bind ourselves our
heirs, executors and administrators.

The condition of the above
obligation is such that whereas
James B. Burdall as Eff is about
to commence a suit by attachment in
the Circuit Court of Jefferson County
against Evan L. Davis defendant return-
able to the September term thereof wherein
the sum sworn to is two thousand two
hundred and seventy three dollars and
thirty two cents. Now if the said plain-
tiff shall prosecute his action without
delay and with effect; refund all
sums of money that may be ad-
judged to be refunded to the
defendant or found to have been

received by the defendant and not
justly due to him; and pay
all damages that may accrue
to any defendant or garnisher
by reason of the attachment
or any process or proceeding in the
suit, or by reason of any judg-
ment or process thereon, then this
obligation is to be void; otherwise to
remain in full force.

Witness our hands and seals this
29th day of July 1873—

} S. S. Burdett Seal
} Joe. Burdett Seal
} Jos. J. Williams, Security Seal

Approved Aug. 2nd 1873

W. S. Boyce Clerk

By the Marine Dept.

State of Missouri, } ss.

County of *Jefferson*,

OFFICE OF CIRCUIT CLERK.

The State of Missouri.

To the Sheriff of *Jefferson* County—GREETING:

We command you to attach

Evan L Davis

by all and singular *his* lands and tenements, goods, chattels, moneys, credits, evidences of debt and effects, or so much thereof as shall be sufficient to secure the sum of *Three thousand Two hundred and seventy three* Dollars and *thirty two* Cents, with interest and costs of suit, in whose hands or possession soever the same may be found, and that you summon the said

Evan L Davis

that *he* be and appear at the next Term of the Circuit Court, before the Judge thereof, on the first day of said Term, to be holden at the *Town* of *Hillsboro* and State of Missouri, within and for the County of *Jefferson* on the *second* Monday of *September*

next, and then and there to answer the complaint of

James S Burdall

as set forth in the annexed petition.

✓ And also, that you summon all and every person in whose hand or possession soever any personal property, rights, goods, Chattels, moneys, credits, evidences of debt, or effects, may be found, or who may be named by the Plaintiff or *his* attorney, as Garnishees, and particularly

that *they* be and appear before the Judge of our said Court, on the first day of the Term aforesaid, then and there to answer unto what may be objected against them. And have you then and here this Writ.

Witness,

W. S. Royce

Clerk of our

said Circuit Court, and the Seal thereof hereunto affixed, at office in *Hillsboro* this *second* day of *August*, in the year of our Lord, one thousand, eight hundred and *seventy three*

W. S. Royce

Circuit Clerk.

By

W. H. Norine

Deputy.

SHERIFF'S RETURN.

Served the within Writ by The Within writ of attachment came to hand August second 1873 and I did on the same day Levy the same upon and seize thereunder the following described Real Estate Situate in Jefferson County Missouri as the property of the Defendant Evan L. Davies together with all his right title, interest and claim therein, to wit, a Tract of Land Containing one Hundred and Twenty acres more or Less beginning at the South East Corner of the Robert Jewett Claim being united States Survey No. 1832 in Township Forty North of Range Four East thence running North 20° and $\frac{30}{100}$ East 38 chains to the North East Corner of Lot number seven of the subdivision of said Survey as heretofore made and Recorded in the Records office of Jefferson County Missouri and also corner of said Survey also thence ~~69~~⁶⁹ $\frac{30}{100}$ West ~~along~~^{along} said Survey line

Van Beck, Barard & Tinsley, Printers and Stationers, St. Louis.

No.

ATTACHMENT WRIT.

Circuit Court.

Term, 1873.

Returnable Sept.

James J. Randall Plf.

vs. Evan L. Davies

Def't.

original

until it strikes the Saint Louis and Iron Mountain Rail Road thence in a southerly course along the East line of said Rail Road to the South End of said Survey thence South ~~69~~⁶⁹ $\frac{30}{100}$ West to the South East corner of the claim or Survey aforesaid being the place of beginning being the same Tract of Land conveyed by Oscar Dover and wife to Evan L. Davies by Deed dated June 16th 1868 and Recorded in Book "Z" pages 320 & 321 of the Records in the Records office of Jefferson County Missouri, said Evan L. Davies is not found in my county

J. B. Snapp Sheriff of Jefferson County State of Missouri By J. B. Snapp Deputy

3^d The affidavit, made by plaintiff is insufficient, because the certificate of the Notary public is not, as the law requires, it is incomplete insufficient and unintelligible and the affidavit does not show, whether or not the affiant was of lawful age to make affidavit, and where he resides.

Henry F. Ahlness and
A. Mr. Tylor,
Attys. for Abbie J. Davis,
defendant.

James S. Burdsoall
per off.

per
Evan L. Davies
and cobbler J. Davies
dependants,

—
Mustard
to determine whether
must be added to Davies
dependants.

Filed May 12th 1873
W. S. Bayles Esq

James S. Burdsoal, plaintiff, } In the Circuit Court
against } of Jefferson County, Miss.
Evan L. Davies, defendant. } Term,
May Term 1873.

Now comes Evan L. Davies, the defendant, by his Attorneys and moves ^{to quash the writ of attachment and} the Court to dismiss the attachment in said case, for the following reasons, to wit: 1st the affidavit, made by plaintiff as the foundation for an attachment, is illegal void and insufficient, for it purports to have been made before a Notary public out of the State of Missouri, and in the State of Ohio, in Hamilton Co., and the official character of such Notary public is not proved or certified to by such other officers, as the laws of the United States and the State of Missouri require, that such official character should be certified to in a case like this.

2nd the affidavit, made by plaintiff, as afore-
said, is otherwise illegal and insuffi-
cient, because it is made in a case, dif-
ferent from the one, above entitled;
for it, ^{it purports to have been} made in a case, ~~in~~ in which
James S. Burdall is plaintiff and Evan
L. Davis and Abby J. Davis his wife are defen-
dants; whereas the above entitled action is
a case of James S. Burdall against Evan

L. Davies exclusively,
and 3^{dly}, the affidavit, made by plaintiff, is insufficient
because the attestation or certificate of the Notary
public, is not, as the law requires it, for it does
not show, where affiant resides, whether or not he
is of ^{legal} age, to make such affidavit, and
the affidavit and certificate of the Notary public
is otherwise insufficient and incomplete.

Henry F. Ahlborn and
A. M. Tyler, Attys
for Defendant Evan L.
Davies.

James S. Burdsoall
vs et al,

per
Evan L. Davis
defendant,

—

Motion

to dismiss attach-
ment by Evan L. Davis,
defendant,

Filed May 12 '78 / 3
W. L. Boyce
Clerk

James S. Burdall } In the Circuit
 } Court of
Evan L. Davies } Jefferson County
 Missouri

Joseph J. Williams for the Plaintiff
being duly sworn states that
the Plaintiff in the above
entitled cause has a just demand
against the defendant therein
now due and that the amount
which this affiant ought to
recover after allowing all just
credits and off sets is Two thousand
and seventy five Dollars and
thirty four cents (at the time this
suit was commenced) and
that this affiant has good reason
to believe and does believe that the
defendant is a non resident of
the State of Missouri.
Sworn to and }
Subscribed before } J. J. Williams
me May 13th 1873 }
W. J. Pryce Clerk
By C. H. Horne Sept.

James J. Burdick
vs
E. L. Garies

Affidavit
amended

Dated May 13th 1873
Wm J Boyce Secy

James S. Burdoad, plaintiff, } In the Circuit Court
against } of Jefferson County,
Craw L. Dancie, defendant. } Missouri,
May Term 1873.

Now comes Evan L. Davies, the defendant in the above entitled action, by his attorneys, and by leave of court files the following answer to the petition of plaintiff:

This defendant states, that at the time of the commencement of this suit, which was instituted by attachment, and before that time, both parties to the same, plaintiff as well as defendant, were, and still are, now-residents of the State of Missouri; and that this defendant at the time of the commencement of this suit as aforesaid, and before that time he was and still is, a now-resident of this State of Missouri.

And this defendant further says, that the writ of attachment, by which this action was instituted, has been dis-
quashed and the attachment dismissed,
and that there was no service upon
with process upon him, as the
law requires in the above entitled
action without attachment, and that

for the reason of the premises
above stated, this court has no
jurisdiction of the person of
~~and this action should not be maintained against them~~
~~this defendant~~ ~~wherefore~~ ~~he pray~~
that this action be dismissed,
and judgment for costs.

Murray F. Ahlner
and Wm. Tyler,
Attorneys for defen-
dant Evan L. Davies

James L. Burdick,
Plaintiff,

vs,

Ernest L. Darnes,
Defendant.

Witness

Filed May 17 1873

W. D. Boyce

CLERK

James S. Burdsoal, plaintiff,
against,
Evan L. Davies, defendant.

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

Now comes Evan L. Davies, the defendant
in the above case, by his Attorneys, and
moves the Court, to dismiss the said
action for the ~~season~~ following reasons
to wit:

1st The writ of attachment in said case having been quashed and the attachment dismissed, this court has now no jurisdiction of the parties and the action, both parties, plaintiff as well as defendant, being non-residents of the State of Missouri.

2nd The writ of attachment having been quashed as aforesaid the Court has no jurisdiction of the defendant, he being a non-resident of the State of Missouri, and not having been served with process, summons or by publication, as the Statutes require in such cases.

3rd. The writ of attachment having been dismissed and quashed as aforesaid, this Court has no jurisdiction now of the defendant, he not having been served with process and brought into Court as the law requires.

Henry F. Ahlrears
and A. M. Tyler, Attorneys
for defendant.

James S. Burdick
Petitioner

vs . . .

Ernest L. Darrow,
Defendant.

Motion
to dismiss
action, by
Defendant.

Filed May 17 1873
W. S. Boyce
Clerk

James S. Burdick, plaintiff, } In the Circuit Court of Jef.
against } persons County, Missouri.
Evan L. Davies, defendant. } September Term 1873.

Now comes the defendant by his attorney, and for answer to the petition of plaintiff states the following:

Defendant for one defence to the petition of plain-
tiff, states, that plaintiff, during the year 1873, be-
fore the May Term 1873. of the Circuit Court of Jef-
ferson County, in the State of Missouri, instituted
in said Circuit Court of Jefferson County, against
this defendant, a suit or action upon the same
identical writing obligatory, the same identical
promissory Note, which is mentioned and des-
cribed in the petition in this present suit, and
for which this present suit is instituted, as
by the records and proceedings thereof, remaining
in the said Circuit Court of Jefferson County, afo-
said, more fully appears; and that the parties
in this and the said former suit are the same, and
no other or different persons, and that the said for-
mer suit, so brought and prosecuted against the
said defendant, by the said plaintiff as aforesaid,
is still depending in the said ^{Circuit} Court of Jefferson County,

Defendant therefore asks judgment against plaintiff
for costs.

Defendant for further defence to the petition of plaintiff states, that heretofore to wit, in the January Term One thousand eight hundred and seventy two of the Court of Common Pleas^{will} in and for ~~the County of Hamilton~~ ^{the County of Hamilton}, began the barony of Hamilton,

in the State of Ohio, held at the City of Cincinnati
in said County and State, J. Insko Williams,
who is the payee in the same identical writing
obligatory or promissory Note, on which this pres-
ent suit or action is brought, and who was
then the owner of said Note, instituted a suit
or action in the said Court of Common Pleas
of Hamilton County, in the State of Ohio, against
this defendant, Evan L. Davies, on and for the
very same identical writing obligatory or prom-
issory Note, on and for which this present suit
or action has been instituted, and which is
described in plaintiff's petition in this suit;
that such proceedings were thereupon had in the
said Court of Common Pleas of Hamilton Coun-
ty, aforesaid, in said action or suit, that after-
wards to wit; in the January Term One thousand
eight hundred and seventy two of said Court
of Common Pleas of the County of Hamilton
aforesaid, the said J. Insko Williams, as plain-
tiff, by the consideration and judgment of the
said Court of Common Pleas aforesaid, recover-
ed in the said action or suit against this de-
fendant Evan L. Davies, the sum of Two thou-
sand five hundred and sixty dollars and fifteen
cents, together with his costs in that suit ex-
pended, for and an account of the same iden-
tical writing obligatory or promissory Note,
described in plaintiff's petition in this present
suit, and that in said suit or action in said
Court of Common Pleas of Hamilton County,

in the State of Ohio, the said Court of Common Pleas had jurisdiction of the subject matter of, and the ~~defendant~~ person of the defendant in, said suit or action, all of which appears more fully and largely by the record and process, drawn in said suit or action, still remaining in the said Court of Common Pleas of Hamilton County, State of Ohio, aforesaid; and ~~defendant~~ ^{defendant} states, that said judgment still remains in full force and effect, not in the least reversed or made void, and that part of the amount of said judgment ^{on execution} has been paid;

Wherefore defendant asks judgment for costs of suit against plaintiff.

Defendant for further defence to the petition of plaintiff, ~~states~~ admits, that he executed the promissory note, described in plaintiff's petition, as therein stated, but states, that he has no knowledge or information, sufficient to form a belief, whether or not the payee in said note, J. Innes Williams, after the 9th of July 1872. or at any time, endorsed and delivered to plaintiff in this suit for value received the said promissory note, and defendant denies, that plaintiff is the owner of said note and that the same with interest thereon is still due him, except the amount, paid thereon, as plaintiff states, and denies, that any amount is due plaintiff on said note.

And this defendant further states for defence to said petition of plaintiff, that the promissory note, described in said petition, in this present suit, was given by him, defendant, to said J. Innes

Williams, as the payee thereof, without any consideration, received therefor by defendant from said Williams, and for specification of this defense states the following:

Wherefore to wit: during the year 1870. defendant purchased and had conveyed to him, some Real Estate, situate near the city of Cincinnati, State of Ohio, which was at the time of purchase by and conveyance to him, encumbered by two mortgages; one of these mortgages was at that time held and owned by J. Innes Williams, the payee in the note, described in plaintiff's petition, who had acquired the ownership in and property of said mortgage and the note secured thereby, by purchase; the amount due on the note secured by such mortgage was at that time Twenty three hundred and two dollars and Twenty nine cents. Said J. Innes Williams and others, then asked this defendant and persuaded him, to give him his note for the same amount of \$2302.²⁹/₁₀₀, for which he had already the other note, secured by mortgage, as aforesaid, to the ownership of which he, the said J. Innes Williams had come by purchase, or assignment to him; the defendant then did give said J. Innes Williams, the promissory note, described in plaintiff's petition, without receiving from him any value whatever, and without, giving up to defendant the note and mortgage securing the same, which was an encumbrance

an the Real Estate, bought by defendant as
aforesaid, and defendant ~~received~~ therefore states
that he received no value whatever of said Wil-
liams in any nature, shape or form, for
the note given him, and described in plaintiffs
petition, and this defendant further states,
that at the time, when, according to the allega-
tion of plaintiff in this suit, he bought
or had endorsed and delivered to him the
note, described in petition, he plaintiff, very
well knew and was aware of the facts hereto-
fore set forth, that said note was given by
defendant to said Williams without any
consideration whatever as aforesaid.

Wherefore defendant asks judgment
against plaintiff for costs of suit.

Henry F. Ashmore
Attorney for
defendant.

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

James B. Burdick,
Plaintiff,

against
Evan L. Davis,
Defendant,

3862

Answer
of
Defendant,

Filed Sept. 9 1873
W. Doyce Clerk

James S. Burdall } In the Circuit
vs } Court of
Evan L. Davies } Jefferson Co. Mo.

Plaintiff moves the Court to strike
out the 2nd Count in the defend-
-ant's Answer filed Sept. 9th 1873
for the following Reasons viz,

1st Because no Record or Transcript
of any Judgment or Suit such
as therein pleaded in Bar of this
action is filed by him or purports
to be filed by him with said
Answer

And also to strike out
all that part of the 3rd Count of
said Answer which sets up a
failure of consideration in Bar of
the action for the following
Reason, viz,

1st Because it appears from said
Count that Defendant owed to J.
Euseb Williams the sum of money
for which the note in suit was
given and because it does not
appear ^{from said Count of said answer} that he ~~has~~ ever paid
it ^{that he has ever} or been sued or had judgment

rendered against him on ~~any~~
said Cause of action or that
he has paid any note for which the
one in suit was given wherefore
said Court does not set out facts
which if true would constitute
any failure of consideration
for Plaintiff

J. A. Burdick
vs

E. L. Davies

Motion to set
out answer

Filed Sept 10 1883

Wm. Boyce

James S. Byrdsall, plaintiff,
against
Evan L. Darcie, defendant

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

Now comes the defendant by his Attorney, and by leave of court files the following answer to the petition of plaintiff, to replace the answer of defendant to plaintiff's petition, which was heretofore filed, and which has been lost from the files of the papers in the case:

Defendant admits, that he executed and delivered the promissory note, described in plaintiff's petition, dated August 8th 1870., to J. Innes Williams or order, and that said note was for the sum and made payable at the time, as described in said petition; but defendant avers, that he has no knowledge or information, sufficient to form a belief, that said note was endorsed and delivered by said Williams to plaintiff as stated in said petition, and that plaintiff is the owner of said note, and defendant denies, that said note with the interest thereon or any part of the principal or interest of said note is due plaintiff.

Defendant for further defence against the petition of plaintiff states, that J. Inco William, the payee in said Note, who, as the plaintiff says, endorsed the same to plaintiff, heretofore to wit: on the Term of January AD. 1872, eight-

teen hundred and seventy two of the Court of
Common Pleas for the First District within
and for the State of Ohio, the same being a
Court of Law and Record, in and for the County
of Hamilton, in said State, in said Court
✓ instituted an action on the same identical
promissory note, which is described in plaintiff's
petition, against defendant, and such pro-
ceedings were thereupon had in said Court
in said action, that afterwards to wit;
in the same Term of said Court, by the consid-
eration and judgment of said Court said J.
Innes Williams as plaintiff, recovered in said
action against defendant the sum of Twenty
Five hundred and sixty ¹⁵/₁₀₀ dollars (\$2560.¹⁵/₁₀₀)
together with his costs therein expended, as
by the record and proceedings of said Court
still remaining in said Court, more fully
and at large appears, which judgment still
remains in full force and effect, and is not
in the least reversed or made void,
And defendant states, that said Court had
jurisdiction of the subject-matter of said
action and the person of defendant, and
that by reason of said judgment on the same
✓ identical promissory note, on which
this present action is instituted, plain-
tiff ought not to have and maintain
this present action; wherefore defen-
dent prays judgment against plaintiff
for his costs.

Defendant for further answer and defence to plaintiff's petition states, that heretofore to-wit: in the May Term 1873. of the Circuit Court of Jefferson County, State of Missouri, in said court, the plaintiff in this present action brought and instituted an action on the same identical promissory note, which is described in plaintiff's petition in this present action, as by the records and proceedings thereof, remaining in said court more fully appears; that the parties in this present action and said former action are the same and not other or different persons, and that said former action, so brought and prosecuted against said defendant, on said same promissory note, mentioned in plaintiff's petition, is still depending in said court, and that the defendant is ready to verify, wherefore defendant prays judgment against plaintiff for costs.

Defendant for further answer and defence to plaintiff's petition states, that he has received no consideration whatever for the note, mentioned in plaintiff's petition, either from J. Innes Williams, the payee therein, or plaintiff, or anybody else for them or either, for the following reason to-wit:

At ~~the~~ or about the time, said note was executed, defendant bought of one Joseph Fisher certain Real Estate, known as the Burdall Place, situate on Kellogg Hill in Hamilton County,

Ohio, for \$3800.00, and said Real Estate consisting of a house and one half acre of land was conveyed by said Fitches to defendant for said sum. At the time of the conveyance of the same as aforesaid, said Real Estate was encumbered by two mortgages, one of which was to secure a promissory note of \$1000., held by one Mrs. Carey, and the other was to secure a promissory note for \$5000.00, in the possession at that time of J. Innes Williams, the payee in the note, in which this present action is instituted, On this promissory of \$5000.00 there was due and remaining unpaid, at the time the said Real Estate was conveyed to defendant, as aforesaid, a balance of \$2302 ²⁹/₁₀₀. including interest; The payment of these two promissory notes, secured ~~by~~ each by a mortgage on said Real Estate, as aforesaid, the ~~payment~~ defendant assumed as a part of the purchase money of \$3800.00, aforesaid, and the balance of \$497.71, was paid in cash by defendant to said Jas. Fitches,

Defendant further states, that the note in which this present action is instituted, was given by him to said J. Innes Williams for the same identical money and amount ^{of \$2302 ²⁹/₁₀₀}, which was due and unpaid on the note, which said Williams held at the time of the conveyance of said Real Estate

to defendant as aforesaid, and which
note was executed not by defendant
and was secured by a mortgage on said
Real Estate. Defendant says, that the
note, upon which this present action
is instituted, he gave to said J. Innes
Williams, at the request of said Williams
and upon his inducement, ~~and upon his~~
~~inducement~~, in the made and man-
ner and under the circumstances aforesaid,
without having received any con-
sideration whatever from said Williams
or any one for him, for said note,
that the same is therefore null and void,
and that plaintiff in this suit, at the
time, said note was endorsed to him,
as he says in his petition, had knowl-
edge of such failure of consideration
for said note.

Defendant therefore says, that plain-
tiff ought not to have and main-
tain this action against him, and
prays judgment for his costs,
herein expended.

Kenny F. Ahlner
Atty. for defendant,



See the Circuit Court of
Jefferson Co. Mo.
January term 1874

James L. Byrdsoal,
pett.

against

Gran L. Daniel,
defendant.

—

Now answers to
replece that, which
has been lost from
the files.

—

Filed June 15-78/24
W. L. Boyce, Cl.

James S. Burdick } In the Circuit
 Plaintiff } Court of
 vs } Jefferson
 Evan L. Davies } County
 Defendant } Missouri

Now comes the Plaintiff and
 for Replication to the Defendants
 Answer filed herein says it is
 not true as is stated in said
 Answer that J. Susco Williams
 in the Term of January 1872 of the
 Court of Common Pleas for the first
 District within & for the State of
 Ohio the same being a Court of
 Law and Equity, Record in and
 for the County of Hamilton in said
 State in said Court instituted and
 action on the same identical
 Promissory Note which is described
 in Plaintiffs Petition against
 Defendants and Plaintiff denies
 the allegation in said Petition
 Answer contained that
 such proceedings were thereupon
 had in said Court in said action
 that afterwards, to-wit in the
 same Term of said Court

by the consideration and
judgment of said Court said
J. Insko Williams as plaintiff
recovered in said action
against Defendants the sum of
Twenty five Hundred and
Sixty & $\frac{16}{100}$ Dollars (\$2560 $\frac{16}{100}$)
together with his costs therein
Expended as by the Record and
Proceedings of said Court still
remaining in said Court more
fully and at Large appears,
which judgment still remains
in full force and effect and is
not in the least reversed or
made void and utterly denies
that any such action was
ever had or that any judgment
was ever rendered therein for
any sum whatever.

and Plaintiff denies
the allegation in said answer
that said Court had jurisdiction
of the subject matter of said
action and the person of
Defendants and also denies
the allegation that by reason of

said judgment on the same identical promissory note on which this action is instituted Plaintiff ought not to ~~recover~~ have and maintain this present action,

Plaintiff denies the allegation in said answer that the action instituted in this court at the May Term 1873 by Plaintiff against Defendant on the note described in Plaintiffs Petition is still depending in the Circuit Court of Jefferson County Missouri and utterly denies that any suit of this Plaintiff against Defendant on the promissory note described in Plaintiffs Petition this case is now pending in the Circuit Court of said County of Jefferson other than this present action, or that any such action was pending when this suit was commenced.

Plaintiff denies the allegation in said answer to the effect that Defendant received no consideration for the note sued on in this case, either from J. Susco Williams the payee therein or Plaintiff or any body else

was to secure a note of \$1000, held
by Mrs Barry or one to secure a
promissory note for \$5000.00 in the
possession at that time of J. Insko
Williams the payee of the note on which
this present action is instituted, and
the Plaintiff has no knowledge or
information sufficient to form a
belief as to whether or not on such
promissory note of \$5000.00 there
was due and remaining unpaid at
the time said Real Estate was conveyed
to Defendant as charged by Defendant
a balance of \$2302²⁹/₁₀₀ including
interest for Plaintiff denies all
knowledge or information sufficient to
form a belief either as to such
conveyance or said note either
of \$1000.00 or of \$5000.00

And Plaintiff has
no knowledge or information
sufficient to form a belief as
to whether or not Defendant
assumed said two promissory
notes as described by him in his
answer or as to whether or not
said notes existed or as to whether
or not they were secured by a mortgage

on said Real Estate described in his answer or otherwise or as to whether or not Defendant assumed as a part of the purchase money of \$3800, or as to whether or not the balance of \$497.71 was paid in cash by defendant to said Fisher

Plaintiff has no knowledge or information sufficient to form a belief as to whether or not the note sued on in this action was given by defendant to J. Insko Williams for the same identical money and amount of \$2302 $\frac{29}{100}$ which was due and unpaid on the note which said Williams held at the time of the conveyance of said Real Estate to defendant as charged by Defendant in his answer

Secured by mortgage on said Real Estate for Plaintiff has no knowledge or information sufficient to form a belief as to any of the transactions mentioned by Defendant with regard to said conveyance or notes or as to what consideration this note sued on was given for

as Plaintiff avers that he received
said note by endorsements from
said J. Insko Williams. After the
maturity thereof for a valuable
consideration without any notice
of any defence of Defendant thereto
then believing as he now charges
the truth to be that said note was
justly due by Defendant and given
upon a good and sufficient
consideration

Plaintiff says further
that he has no knowledge or
information sufficient to form
a belief as to whether or not the
note sued on was given by Defendant
to J. Insko Williams upon his
inducement in the mode and manner
and under the circumstances as set
out in Defendant's answer without the
defendant having received any
consideration from said Williams or
any one for him for said note for

Plaintiff having received said
note after maturity for a valuable
consideration and without inquiry or
knowledge as regards said consid-
eration has no knowledge touching
the consideration further than
as he has been informed since his

Purchase of said note, Plaintiff
denies that said note is null and
void for want of consideration
or for any other reason,

And denies that Plaintiff at the
time said note was endorsed to him
or at any time had any knowledge
or notice of any failure of consid-
eration for said note and denies
that the consideration has failed

Plaintiff prays judgment
as in his petition is prayed,

Jos Williams
Atty for Plaintiff

J. C. Burdick

m

E. L. Jarvis

Replication

Filed Jan'y 16 1874

W. J. Burdick, Secy

NOTICE TO TAKE DEPOSITIONS.

J. S. Mardal

Plaintiff

VERSUS

Oran L. Davies

Defendant

TO THE ABOVE NAMED
his Attorney of Record

In the
Circuit

Court for

the County of
Jefferson

State of Missouri.

Oran L. Davies or H. F. Ahlberg
You are hereby notified, that depositions of witnesses to be
read in evidence in the above entitled cause, on the part of the *Plaintiff* will be taken at the
Office of H. F. Ahlberg, Loyal Attorney at Law No. 65,
West Third Street in the City of Cincinnati,
in the County of *Hamilton* and State of *Ohio*, on the *12th* day of *January*

A. D. 18*74* between the hours of eight o'clock in the forenoon and six o'clock in the after-
noon of that day; and that the taking of said depositions, if not completed on that day, will be continued
from day to day, at the same place, and between the same hours, till completed.

Service of the above notice is hereby acknowledged, and issue of
doctors and all exceptions as to time waived.

December 27th 18*73*

Wm. F. Ahlberg
Attorney for Plaintiff

Wm. F. Ahlberg
City of Record for defense
done

Burdett
vs
Davies }

Notice to take
Depositions

Depositions of James S Burdsal and
H. P. Leloyed witnesses produced sworn
and examined on the twelfth day of Jan-
uary A.D. 1874 between the hours of eight
O'clock in the forenoon and six O'clock in the
afternoon of that day at the office of H.
P. Leloyed No 65 West Third Street in the city
of Cincinnati County of Hamilton and State
of Ohio before me S. M. Quinn a Notary
Public within and for said County in a certain
cause now pending in the Circuit Court of
Jefferson County in the State of Missouri
between James S Burdsal Plaintiff and
Evan L Davies Defendant.

James S Burdsal of lawful age being
produced sworn and examined on the part
of the plaintiff deposeth and saith

I am the plaintiff in this case
This note in suit was given in part payment
of a house at College Hill Hamilton County
Ohio which E L Davies Defendant in the case
purchased. The note was not paid at maturity
J. Innes Williams then held the note and
he held collateral security against my
brother H. W. Burdsal who is now deceased
The house at College Hill was sold in 1872
by legal proceedings to Mr E L Davies debts

A part of the proceeds of the sale of the house was paid to the holder of an old mortgage which was the first lien and the remainder of the proceeds of sale of Davies house was applied as a credit on Davies note to J Innes Williams. This was July 9th 1872 and the amount paid was \$508⁴⁸ as will appear by reference to the note

I then purchased the note of Mr Williams and am the present owner of it

James H Burdall

Subscribed and sworn to before me on the day at the place and within the hours first aforesaid

S. M. Quinn

Notary Public

H. P. Leloyd being produced sworn and examined on the part of the plaintiff deposeseth and saith

I am an attorney at law in the city of Cincinnati and State of Ohio. During the years 1869 and 1870 by one S Bates was associated ^{with me} as partner in the law business under the firm name of Leloyd and Bates

In the summer of 1869 Evan Le Davies the Defendant in this case negotiated with Joseph

Fisher for the purchase of a house and lot at College Hill near Cincinnati Ohio and on the thirtieth of September 1869 Joseph Fisher and wife conveyed by deed the said property to Davis. The said deed of conveyance is hereto attached marked "Exhibit A"

I was familiar with the transaction and we were employed to examine the title for Mr Davis. Davis was to pay three thousand eight hundred dollars for the property. Payments to be made as follows; Davis was to assume the payment of two notes of five hundred dollars each given by Josiah Grant to William Carey dated March 22nd 1852 and secured by mortgage on the premises and Davis was to assume the payment of a balance of Two thousand two hundred (\$2200) Dollars due December 13th 1869 upon a note for five thousand Dollars (\$5000) given by Joseph Fisher and others to Adolph Smith also secured by mortgage on the premises and Davis was to pay the balance of the purchase money in cash. The sale was made accordingly. The note for two thousand two hundred (\$2200) Dollars above described had been regularly transferred bona fide by Adolph Smith to J. Innes Williams who was the owner and holder thereof. Mr Davis did not pay the note at maturity and asked extensions from time to time till August 8th 1870 when on being pressed for payment by said Williams he executed a new

note payable to the order of J. Innes Williams
for the amount of the principal and interest then
due two thousand three hundred and two and ²⁸/₁₀₀
(\$2302²⁸/₁₀₀) Dollars with eight per cent. interest. The
note was drawn and executed in my office. Mr
Davis made many excuses for his delay and promised
faithfully to pay the note and interest ~~in ninety~~
days from date. He did not pay it at maturity. Mr
Williams then placed this note in the hands of
Lloyd and Bates for collection. It was presented
to Mr Davis from time to time in my presence
and payment demanded. Mr Davis always
acknowledged full consideration for the note
and invariably promised to pay it.

The firm of Lloyd and Bates Attorney was dissolved in 1871 Mr Bates retiring from practice

This note against Mr Davis was left in my hands for collection. I personally presented the note to Mr Davis for payment. He personally acknowledged to me his liability on the note and frequently promised to pay it but never did pay it.

I told him that I should have to commence legal proceedings to sell his house on College Hill for the payment of the note. He said "of course you can do it," and asked me to wait and twice came to me saying he had a proposition for the purchase of the house asked me to help him sell it and said he would pay this note from the first proceeds. The matter was thus delayed till

Mr Davies left the State of Ohio

In February 1872 by Mr Williams direction I commenced proceedings ~~in rem~~ in the Hamilton County Court of Common Pleas and attached the property of Mr Davies on College Hill as the property of a non-resident debtor.

I attach a transcript of the proceedings in the case and make it a part of my Deposition marked "Exhibit B"

We obtained a lien on the College Hill property which was all we sought. The note was not filed in the case because it was not merged in the judgment. The judgment had no force except against property within the limits of the State of Ohio

Having obtained our lien I next brought a suit for the sale of the property and made the person holding the old Carey mortgage a party defendant.

I attach a copy of the proceedings in the second case and make it a part of this Deposition marked "Exhibit C" In this case Mr Davies appeared by his Attorney and filed an answer acknowledging our claim under our lien and making no defense

The College Hill property was sold under order of the Court & part of the proceeds was applied to the payment of costs, a part to the payment of the Carey mortgage and the balance

was paid to me for Mr Williams on his lien

The amount received by Williams was immediately indorsed as a credit on his note against Davies That is the only credit on the note, the balance in full is justly due as the defendant well knows

Subsequently to the sale Mr Williams transferred the note for a full consideration to the present plaintiff who is now the owner and holder.

This note was given ~~for~~ part of the purchase money as hereinbefore explained was never given as collateral, was never filed in any case in this State and no personal judgment has ever been rendered on it.

H. P. Lloyd

Subscribed and sworn to before me on the day at the place and within the hours first aforesaid

S. M. Quinn

Notary Public

I S. M. Quinn a Notary Public within and for the County of Hamilton and State of Ohio do certify that in pursuance of the annexed notice came before me at No. 65 West Third Street in Cincinnati in the County and State aforesaid James S. Burdick and H. P. Lloyd who were by me severally sworn to testify the whole truth

of their knowledge touching the matter in controversy aforesaid; that they were examined and their examination reduced to writing and subscribed by them respectively in my presence on the day between the hours and at the place in that behalf first aforesaid and the said depositions are now herewith returned. And I further certify that said James S. Bonds and H. P. Lloyd are residents of the County of Hamilton and State of Ohio

Given at Cincinnati in the County of Hamilton and State of Ohio this twelfth day of January A. D. 1874

S. M. Quinn
Notary Public

State of Ohio,
HAMILTON COUNTY.

} SCT.

H. H. Tinker, Clerk of the Court of Common Pleas within and for said County of Hamilton, DO HEREBY CERTIFY, That

whose name is signed to the certificate hereto attached to the annexed depositions

was, at the time of subscribing the same a legally acting Notary Public, in and for said County of Hamilton, duly commissioned and qualified; and that I am well acquainted with his handwriting, and believe his said signature to be genuine.

In Testimony Whereof, I have hereunto set my hand, and affixed the Seal of the said Court, at Cincinnati, this 13 day of January, A. D. 1874.

By Emil Hoffmann, Deputy.
H. H. Tinker
Clerk H. C. C. P. O.

Tuition of boat		
~~This~~ transcript		\$12.00
J. S. Burdick	Witness fee	.75
H. P. Lloyd	Witness fee	.75
S. M. Quinn	Notary fee	6.00
Postage		<u>.75</u>
		20.50

Paid by James S Burdick

Know all Men by these Presents,
That Joseph Fisher and Emma Fisher
 his wife of Hamilton County Ohio

in consideration of
 Thirty Eight Hundred \$3800 Dollars
 to them paid by Evan L. Davis of the same
 County-

the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL,
 AND CONVEY, to the said Evan L. Davis

his
 heirs and assigns forever, the following Real Estate viz: All that
 certain lot or parcel of land situated lying
 and being in Section Thirty (30), Township
 Three (3), and Fractional Range Two (2) in
 the Miami Purchase, in Mill Creek Township
 Hamilton County Ohio described as follows
 to wit: Commencing at the center of the
 Colerain Road and also College ~~Road~~ Avenue
 in front of Farmer's College, thence North
 $42\frac{1}{2}^{\circ}$ West along the center of said road
 2.11 chains. thence North $71\frac{3}{4}^{\circ}$ East 3.4
 chains to a stake. thence South $18\frac{3}{4}^{\circ}$ East
 1.91 chains to the center of College ~~Road~~ Avenue
 thence South $71\frac{3}{4}^{\circ}$ West along the center of
 said Avenue 2.22 chains to the place of
 beginning. containing one half ($\frac{1}{2}$) acre
 of land. Said Davis to assume the pay-
 ment of two notes for five hundred dollars
 each given by Josiah Grant to Wm Cary
 dated March 22^d 1852 and due with one years
 interest March 22^d 1870. and of a balance

of twenty two hundred dollars due without
interest December 13th 1869 upon a note for
two thousand dollars given by Joseph Fisher
Emma Fisher, Joseph Lawrence and A.
P. Williams to A. Dolph Smith and dated
December 10th 1868. Said notes being
secured by mortgage on said premises

and all the ESTATE, TITLE AND INTERESTS of the said

Joseph Fisher
and Emma Fisher his wife

either in Law or in Equity, of, in and to the said Premises: TOGETHER with all the
privileges and appurtenances to the same belonging:

To Have and to Hold, the same to the only proper use of the said Evan
L. Davies

his
heirs and assigns forever. And the said Joseph Fisher

for himself and his heirs, executors and administrators,
HEREBY COVENANTS with the said Evan L. Davies

his heirs and assigns, that
he is the true and lawful owner of the said premises, and has full power to
convey the same; and that the title so conveyed is CLEAR, FREE AND UNINCUMBERED;
except the mortgage notes aforesaid

And Further, That *he* will WARRANT AND DEFEND the same against all claim or claims of all persons whomsoever *except as aforesaid*

In Witness Whereof, the said *Joseph Fisher and Emma Fisher his wife*

who hereby release *her* right and expectancy of DOWER in the said premises, have hereunto set *their* hand and seal this *thirtieth (30th)* day of *September* in the year of our Lord one thousand eight hundred and sixty *nine*

Signed, Sealed, Acknowledged and Delivered in Presence of us,

A Mr Bushnell
Emil Goldman

Joseph Fisher Seal
Emma Fisher Seal



THE STATE OF OHIO.

Hamilton County. } SS.

Be it Remembered that on the *thirtieth* day of *September* in the year of our Lord one thousand eight hundred and sixty *nine* before me, the subscriber *Emil Goldman* a Notary Public in, and for said County, personally came *Joseph Fisher and Emma Fisher his wife*

the grantors in the foregoing conveyance, and acknowledged the signing and sealing the same to be *their* voluntary act and deed for the uses and purposes therein mentioned. And the said *Emma Fisher* wife of the said *Joseph Fisher*

being at the same time examined by me, separate and apart from *her* said husband and the contents of said deed being by me made known and explained to *her* as the statute directs declared that *she* did voluntarily sign, seal, and acknowledge the same, and that *she* is still satisfied therewith as *her* free act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my Notarial Seal at *Cincinnati* on the day and year last aforesaid.



Emil Goldman
Notary Public
Hamilton County Ohio

Warranty Deed.

FROM

Joseph Fisher

and wife

TO

John L. Harris

Received *Nov 1st 1871*

Recorded in Deed Book No. *394*

Page *46*

Cincinnati Commercial Print.

Geo. J. Seiminger

Recorder's Office
GENL. INDEX
M. T. CO. CO.

Recorder

[Signature]

*Transferred Nov. 1 1871
Geo. G. La Rue And
By Robt. Overly*



To, Samuel A. Targent

A. M. Bushnell.



I agree to purchase the above described property at the price and terms as herein stated provided the title to above proves good
Evan L Davies

Evan L. Davis

Copy

Chas. Young

Nov 6/99.

Terms of Contract for
Purchase of the College
Halls or Grounds
from Joseph Smith by
E. L. Davis

to have the use of any house or
premises of land situated on College
Hills in the County of Davis and
State of Iowa as the "College Hall"
sum of Fifty Eight Dollars (\$58.00)
Dollars payment to be made as follows
viz: The purchaser to receive \$25.00
within thirty days after the date of the
of the receipt (from) Dollars and no
part of the sum of Fifty Eight Dollars
(\$58.00) shall be due except that in the
month of Oct. 1870 the remaining
be paid after the building is completed
and of general agreement with the
Trustees
J. W. Buchanan.
J. W. Buchanan.
Agreed to purchase the above described
premises at the price mentioned herein
to have the use of the same for
E. L. Davis
J. W. Buchanan
J. W. Buchanan