

Jefferson County Circuit Court
Case Files-Civil
January 1875

Box 33 Folder 44

Harney, William S.

vs.

Carr, C. Bent

Value of improvements

\$7,010 for block house, stone house,
library, sheds, office, and other
buildings on 480 acres; depositions;
bill of exceptions

Wm S. Harney, Plaintiff } In the Circuit
vs } Court of
C. Bent Barr, Defendant } Jefferson County
Missouri

Now at this day comes said Plaintiff
and for cause of action against the
Defendant herein says that on
the day of 1874 one John
Koerr entered the North East quarter
of section Ten also the North West
quarter of section Eleven also the
South West quarter of section
Two all in Township Forty Three
(43) North of Range No. Four (4)
East of the 5th Principal Meridian
containing 480 acres more or less
also a part of the North West
quarter of section Two in Township
forty Three Range 4 East of the
5th Principal Meridian and described
as follows, to wit, beginning at the
South West corner of the North West
quarter of said section Two thence
North with the section line seventeen
chains to a corner thence East 41 chains
& 89 links to the middle line of said
section Two thence South ~~thence South~~
17 chains to the middle of section Two

thence west to the place of
beginning containing seven and $\frac{2}{100}$
acres, The plaintiff avers that at
the time of entering said Land which he
did in his own name said John
Kerr and Augustus Kerr were partne
rs in Trade under the firm name
of J & A. Kerr, to whom as such
the money with which said Land was
entered belonged, that in 1825 a
patent was issued to said John
Kerr in his own name for said
Land that said Land continued in
Equity to belong to said firm till 1833
when George W. Kerr also became
a member of said firm the
style of the firm being then changed
to A & G. W. Kerr & Co, being composed
of the said three named persons, which
firm continued to till 1838 when
the said George W. Kerr died, that
said firm at the death of Geo. W. Kerr
were the Equitable owners of said
Land it having at all times been
treated as partnership property &
on the death of said Geo. W. Kerr the
firm was continued in the name of
John & Augustus Kerr under the
original name of J & A. Kerr

in whom as such all the property
of said firm of J. & A. Kerr as first
Established vested including said
Land, that said last firm continued
till 1841 or 1842 when it became
insolvent that in Dec, 1843 John
Kerr ~~did~~ died, that prior to his
death viz Dec, 1843 said John Kerr
executed under his hand & seal a
declaration in writing by which he
declared that said Land was bought
with money & funds of said firm of
J. & A. Kerr and was subject to
be treated as personal property of
said firm & should be treated as
the personal assets of said
firms for the payment of the debts
thereof that afterwards on the 11th of
January 1844 said Augustus Kerr
being the surviving partner of
said firms of J. & A. Kerr & it and
G. W. Kerr & Co, made an assignment
of all the partnership effects of said
firms to Beverly Allen by which all
the property of said firms including
said Land was vested in said Allen
in trust to sell & dispose of the
same at public or private sale for

The benefit of the Creditors of said firms that said Allen having entered on his duties as such Trustee died in 1846 without having disposed of said property, on which in July of the same year C. S. Kannel was duly appointed as Trustee in place of said Allen by Decree of the Circuit Court of St. Louis County & invested with all the powers which said Allen had possessed in the premises, that said Kannel after his said appointment as such Trustee or assignee in 1848 brought suit in the Circuit Court of Jefferson County Missouri against Penelope Allen the widow Ann, Lucretia, Beverly & Penelope Allen children & heirs of said Beverly Allen to divest them of all title which said Beverly deceased had by virtue of the deed of assignment to him by said Augustus Kerr as aforesaid and obtained a Decree of said Court for that purpose, after which, to wit, on December 18th 1848 said Kannel as such assignee & Trustee in

in the exercise of the powers in him
vested as such sold said Land
to Joseph Ridgway for a valuable
consideration & executed to him a
Deed of that date under which
said Ridgway took immediate
possession of said Land and
continued in the possession thereof
claiming it as his own up to
June 5th 1862 when he sold said
Land to this Plaintiff for a
valuable consideration and
conveyed it to him by Deed of
that date, that Plaintiff on
his purchase took possession
of said premises and held the
same claiming it as his own in
good faith believing his title
good up to the rendition of judgm-
ent in the case of Ejectment against
Robert Stanley his Tenant at the
suit of Defendant herein in this
Court as hereinafter mentioned, and
is still in possession of said Land
having held the continuous possession
thereof from the date of said purchase
on June 5th 1862 in good faith believing
his title thereto good & without any notice
of any adverse claim to the same,

Plaintiff States that after he went into the possession of said Real Estate under his Deed aforesaid he made valuable and lasting improvements thereon viz plaintiff cleared upon said forty acres of new Land by clearing off the timber, brush and growth thereon and putting the same in cultivation which work was reasonably worth together with the fencing of said Land which was also done by plaintiff Ten Dollars per acre or ~~Forty Dollars~~ in the aggregate the sum of Four Hundred Dollars —

Plaintiff also built & constructed upon said Land the following further improvements To wit

One Block House 21 X 54 feet ~~25 feet~~ Two stories high the ceiling & partitions of which were plastered which building was worth Eleven Hundred & fifty Dollars, also one Stone House 21 X 23 feet one story high worth Six Hundred & fifty Dollars also one Frame House 34 by 40 feet one & one half stories high worth Thirteen Hundred & fifty Dollars one Library & Bed room one story high 14 by 29 feet worth Three Hundred & fifty Dollars

one lumber room & chicken house 14 by 38 feet 1 story high worth Two Hundred and Seventy five Dollars, one work shed 14 by 21 feet one story high worth seventy five Dollars, one wood shed 15 by 20 feet one story high worth sixty-five Dollars, one smoke house 12 by 13 feet 1 story high worth ninety-five Dollars, one office in the yard 10 by 21 feet one story high worth one Hundred & seventy five Dollars, one Stone Spring House 12 by 12 feet worth one hundred & Ten Dollars - one Stone dwelling house 19 by 37 feet two stories high worth Eleven hundred & fifty Dollars, one Barn 32 by 50 feet one story high & loft worth Three Hundred & Twenty Dollars, one Servant house frame 15 by 40 feet one story high worth four Hundred & thirty five Dollars - one corn crib & tool house worth one hundred & Twenty five Dollars, amount paid out by plaintiff for freight and hauling of materials for such improvements Two hundred Dollars - one sheep shed built by plaintiff worth eighty-five Dollars. Making a Total of seven Thousand and Ten Dollars,

The plaintiff avers that he went into possession of said premises

in good faith believing his title
thereto as herein set out to be good
and without any notice of any
adverse claim to said land and
made all said improvements and
expended all said money thereon while
which in the possession of said
land claiming the same as his
own in good faith believing his
title thereto good prior to his
having had any notice whatever
or any knowledge of any adverse
claim or title thereto either on the
part of Defendant herein or any other
person, that he having made
all said improvements and
expenditures of money on said
land as above stated the Defendant
on or about the 9th of August 1871
instituted suit in the Circuit Court
of Jefferson County Missouri
against Robert Stanley who was
then in possession of the same
under the Plaintiff as the Plaintiff's
Tenant in which action the
Defendant herein and ^{who was} Plaintiff in
said case against said Stanley
obtained judgment on the 18th day
of January 1875

which judgment was a judgment
for the Plaintiff in said action
who is Defendant herein and
against said Robert Stanley
who was defendant in said
suit and who was also the
Tenant of ^{this} Plaintiff for the
possession of all said Real
Estate and which judgment so
rendered was rendered for Plaintiff
by reason of his having a
superior and better Title thereto
than that of this Plaintiff as
determined and adjudged by
said Court in said case

Wherefore Plaintiff prays
judgment against this Defendant
for the sum of seven thousand
and ten dollars (\$7,010.00) the
value of said improvements
made by Plaintiff on said Land
as aforesaid, and that the
Court will grant an Injunction
against Plaintiff Defendant and in
favor of Plaintiff to stay the Plaintiff
from taking possession of said
Lands by reason of said judgment
or otherwise till the value of said

improvements of Plaintiff thereon
is ascertained upon trial and
adjudged to and paid Plaintiff
by Defendant and until the
further order of this Court
and that the Court will grant
other proper relief in the prem=
ises

} Saul Weber
& Joseph Williams
Attorneys for
Plaintiff

4933

Wm. Harney

vs

C. Bent Barr

action for improvements
cuts on Land &c

original Section

Filed Jan'y 22 1875
L. H. H. Marine
Clerk

NOTICE TO TAKE DEPOSITIONS.

William L. Harney

Plaintiff

C. B. Carr

AGAINST

In the

Circuit

...Court for

the County of

Jefferson

State of Missouri.

Defendant.

Defendant C. B. Carr

TO THE ABOVE NAMED

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 Garland & Green Notaries Public at North West corner of 3rd & Pine Streets City of St Louis* in the County of *St Louis*, and State of Missouri, on the *7th* day of *May*, A. D. 18*75*, between the hours of eight o'clock in the forenoon and six o'clock in the afternoon 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 docket, and all exceptions as to time, waived.

April 29th

18*75*

John L. Thomas vs Carr
with Sterling & Wheeler
attys for Defendant

Samuel Reber &

Wm. J. Williams

Attorneys for Plaintiff

"Exhibit A."

Estimate of Cost & the present Valuation of buildings on a farm in Jefferson Co Mo called the "Hermitage" - the former residence of Genl Wm S. Harney

Block House 21' X 54 ft 2 stories high	
✓ Ceilings & partitions plastered	\$ 1150.00
✓ Stone House 21' X 29 ft one story	650.00
✓ Tiname House 34' X 40 ft 1 1/2 story	1350.00
✓ Library & Bed room 1 story 14' X 29 ft	350.00
✓ Lumber room & Chicken House 14' X 38 ft 1 story	275.00
✓ Work Shed 14' X 21 ft 1 story	75.00
✓ Wood Shed 15' X 20 ft 1 story	65.00
✓ Smoke House 12' X 13 ft 1 story	95.00
✓ Office in yard 10' X 21 ft 1 story	175.00
✓ Stone Spring House 12' X 12'	110.00
✓ Stone Dwelling 19' X 37 ft 2 story	1150.00
✓ Barn 32' X 50' one story & loft	320.00
✓ Penant House frame 15' X 40 ft 1 story	435.00
✓ Corn Crib & tool house	125.00
✓ Freight & Hauling	200.00
✓ Sheep shed	85.00

Total cost — \$ 6610.00

Jefferson Co Mo
Jan 13 '75

E L Greenleaf
appraiser
514 Clinton St
St Louis Mo

Depreciation by lapse of time 20 per cent = \$ 1322.00
present net value — \$ 5310.00

Please preserve this paper

Depositions of witnesses, produced, sworn and examined, on the 7th day of May, A.D. 1895, between the hours of eight o'clock in the forenoon and six o'clock in the afternoon, at the office of Garland & Greene, Notaries Public, at north west corner of 34 & Pine streets City of St. Louis in the County of St. Louis and State of Missouri before me, James S. Garland a Notary Public within and for the County of St. Louis and State of Missouri, in a certain cause pending in the Circuit Court for the County of Jefferson and State of Missouri, between William S. Harney, plaintiff and C. B. Carr, defendant, on the part of the plaintiff

Eugene L. Greenleaf, of lawful age, being produced, sworn and examined, on the part of plaintiff deposes and says,

My name is Eugene L. Greenleaf. I live in St. Louis; I am an architect and builder. I have been engaged in that business for about thirty years in St. Louis and its neighborhood

I know General William S. Harney. I know a place in the western part of Jefferson County called the "Hermitage". I built a house on that place for General Harney, some years ago. I think it was in 1859 or 1860 it might have been in 1861. It was the first house built on the place. I have been on the place since then and know what other improvements have been made on it. I only speak of what I saw. Suppose I have seen all of the improvements. There have been other improvements put up on the place since I built the house for Harney. I built a frame house, two stories. I was out there a few months ago and estimated the value of the improvements I found. I did this at the request of Mr. Keim, agent of General Harney. I made a written memorandum of the buildings examined - in

2
and of the values I affixed
to them.

I made the memorandum
shown me here marked
"Exhibit A." This memorandum
contains a list of the build-
ings I examined and the val-
ues I put upon them. I
made the examination on the
12th or 13th of January, 1875 and
made the memorandum, "Ex-
hibit A," the day following.

I considered \$6610.00 the low-
est price at which the build-
ings mentioned on Exhibit A
could possibly be constructed
and I deducted twenty
per cent for wear and tear
since they were built. The
net value of them I estim-
ated to be \$5310.00. Most
of these buildings, ~~and~~ in the
form of a letter L. The spring
house is detached, about
a hundred yards distant
the smoke house detached
office detached, stone dwell-
ing about half mile dist-
ant from the L. building

on the road coming to
St. Louis from the L. Building.
There is a barn near this
stone house, and a tenant
house near what is called
the "Hermitage," and a corn
crib and tool house and
a sheep shed near this
tenant house. Those are
all the detached buildings
from this main L.

Cross-examination

I would not say how
far the stone house is from
the Hermitage, do not know
who lived in the stone
house.

Ques. How many rooms in the
main building and the L.
of the "Hermitage"?

Ans. I should think there were
about twenty in all.
Q. What is the general size of
the rooms?

Ans. I could not say. I can
only give the outside meas-
ure of the house. I think

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there were six rooms above
and ~~two~~ below in the block
house. It is a stone house
adjoining the block house
there is only one room in
the stone house. This stone
house was built of nice
stone, three stone walls,
the other side abutting up
against the house I built.
There are ~~six~~ rooms in
the house I built. There
are four rooms from the
corner house which I built
to the work shed. Some of
the rooms in the house are
large but most of them are
medium sized.

Ans. In making your estimate
of the value of this property
do you ~~do~~ take into con-
sideration the actual cost
to build

Ans. I do making a deduction
for the wear and tear.

I own a farm and my
family are living on it in
Franklin County.

I judge that the Hermitage

is about twenty five miles
from St. Louis.

Ques. What do you consider to be
the value of the buildings
in question, taking into
consideration the land sur-
rounding them on which
they are located.

Ans. I should think they were
worth all I have valued
them. I have placed them
at a very low price.
E. L. Greundorf

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

J. T. Garland,
Notary Public.

Orlando Fish, of lawful age,
being produced, sworn and examined
on the part of the plaintiff deposed,
and says,

My name is Orlando Fish
I am a builder, have been

engaged in the business for twenty five years in St. Louis. I am acquainted with the cost and value of buildings. I know Mr. Greenleaf who has just testified. I made an examination of the buildings at the Hermitage and an estimate of their value last winter in company with Mr. Greenleaf.

I estimated the real value of the buildings at \$4830.75 that is what in my judgment they were worth at the time Mr. Greenleaf and I examined them.

We made this examination in the month of January 1875, about the middle.

Cross-examination:

Ques. ^{where} Is the stone house, situated

Ans. I would estimate it to be about a mile from the main house to the best of

my recollection

I value it at \$1121.00 gross, and the frame barn which stands near it at \$260., gross. Add \$35. for transportation of material. Deduct ~~twenty~~^{thirty} ~~five~~⁽³⁰⁾ per cent from the aggregate and you will have what I think the buildings are worth. I included both this stone house and barn in my estimate above given for the whole.

This barn is a kind of a frame building some of it is clapboarded with rough split clapboards.

I think the roof was of clapboards that is my impression

Orlando Fish

Subscribed and sworn to before me, on the day at the place and within the hours first aforesaid
J. S. Garland,
Notary Public

I, James S. Garland, a
Notary Public within and for the
County of St. Louis and State of
Missouri, do certify that in pursu-
ance of the annexed notice, came
before me at the office of Garland &
Greene in the City of St. Louis, County
of St. Louis and State of Missouri; Ed-
mund L. Greenleaf and Orlando Fish
who were by me severally sworn
to testify the whole truth of their know-
ledge touching the matter in contro-
versy aforesaid; that they were exam-
ined and their examination reduc-
ed 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 their ^{said} depos-
itions are now herewith returned.

Witness my hand and
official seal this eighth
day of May, 1875.

J. S. Garland,
Notary Public.

L.S.D. May 10 1886
W. H. Haines Esq.

W. H. Haines

C. D. Carr.

Depositions of
Aug. R. Greenleaf &
Abrahamson & Son
taken by

C. J. Garland
Notary Public

On the part of
Plaintiff

Fees \$ 5.00
Paid by Atty.

Wm. Harney Plaintiff

C. Bent-Leary Defendant

In the circuit Court of Jefferson
County Missouri

Now at this day comes said Defendant
and for answer to the petition hereto-
fore filed in this behalf states that
he admits that on the day of
1824 one John Kerr entered the
land described in said petition
but he denies that the time said land
was entered John and Augustus
Kerr were partners in trade under
the firm name of J & A. Kerr or
that the money with which said land
was entered belonged to said pretend-
ed firm of J & A. Kerr or to any
firm but Plaintiff Defendant
avows that that said money belong-
ed to said John Kerr. Defendant
denies that said land belonged in
equity or at all to the said pretended
firm till 1833 or till any other
time or that after 1833 it belonged
in equity or at all to the alleged
firm of J & G. W. Kerr & Co. As to

whether there ever existed a firm composed of John Augustus and G. W. Ken and especially from 1833 to 1838 under the firm name of J. & G. W. Ken & Co or not the Defendant has not sufficient knowledge or information to form a belief and therefore requires strict proof. ~~But Defendant denies~~ But Defendant denies that in 1838 at the time Plaintiff says that George W. Ken died the said land belonged to said Ken or that they were the equitable or legal owners thereof. As to whether after 1838 the alleged firm was composed of John and Augustus Ken under the firm name of J & A Ken or not Defendant has not sufficient knowledge or information to form a belief and therefore requires strict proof of the same. But Defendant denies that the title to said land vested in equity or at all in said pretended firm of J & A. Ken. Defendant denies that in December 1843 or at any other time said John Ken executed under his hand and seal or other

wise a declaration in writing or any writing by which he declared that said land was bought with money and funds of said firm of J. Ken or was subject to be treated as personal property of said firm or should be treated as the personal assets of said firm for the payment of the debts thereof.

As to whether Augustus Ken in 1844 or at any time made an assignment of all the partnership effects of said pretended firm to Beverly Allen or any one else or not Defendant has not sufficient knowledge or information to form a belief and therefore requires strict proof thereof.

As to whether C. D. Rammels was substituted as assignee instead of Beverly Allen who had died or whether said Rammels for a valuable consideration sold and conveyed said land to Joseph Ridgway or not Defendant has not sufficient knowledge or information to form a belief but Defendant decides that said Ridgway took immediate possession of said land

or continued in possession thereof till 1862 claiming the same as his own. As to whether said Ridgway sold and conveyed said land to Plaintiff for a valuable consideration or alleged by Plaintiff, or not, Defendant has not sufficient knowledge or information to form a belief.

~~Plaintiff~~ Defendant admits that Plaintiff took possession of said land sometime about 1862 and by himself and tenants kept possession of said land till the present time. But Defendant denies that he took possession in good faith believing he had title to said land or that he has held possession in good faith without notice of any adverse claim.

Defendant denies that Plaintiff cleared and fenced forty acres of said land or any number of acres at a cost of four hundred dollars or any sum whatever.

Defendant denies that Plaintiff built or constructed on said ^{land} the following improvements viz: on Block

house 21x54 feet two stories high
worth eleven hundred and fifty
dollar or any sum whatever - one
stone house 21x23 feet one story
high worth 24 hundred and fifty
dollar or any sum whatever; one
frame house 34x40 feet one &
one half stories high worth \$1350
one library and bed room one story
high 29x14 feet worth \$350 or any
sum whatever - one lumber room
and chicken house 14x38 feet
1 story high worth \$275 or any other
sum: one work shed 14x21 feet
one story high worth \$75 or any
other sum: one work shed 15x20
feet worth \$65 or any other sum:
one smoke house 12x13 feet
worth \$90 or any other sum: one
office in the yard 10x21 feet 1
story high worth \$175 or any sum
whatever: one stone spring house
12x12 feet worth \$110 or any other
sum: one stone dwelling house
19x37 feet two stories high worth
\$1150: one barn 32x50 feet one
story high with loft worth \$320 or
any sum whatever: one tenant
house worth \$435 or any sum

whotum: ~~an~~ corn crib & tool house
worth \$175 or any other sum: Amount
paid out by Plaintiff for freight and
hauling \$200 or any other sum
or one sheep shed worth \$85 or any
other sum. Defendant denies that
Plaintiff has made improvements
on said land of the value of \$700
or any other sum. He denies that
Plaintiff made any improvements
on said ^{land} in part faith believing
he ~~he~~ had a good title thereto
without notice of any adverse
claim.

For further answer to said petition
the Defendant states that Plaintiff
has been a general in the United
States Army and he made some
improvements on said land but
they do not enhance the value of
said land for they are utterly
worthless to any one except it be
a general in the Army. Defendant
says he has no use whotum for
any of the ~~improvements~~ improve-
ments made by Plaintiff and
he here offers to Plaintiff the said
land upon his paying for the
same exclusive of the improvements

what the same is reasonably worth
~~and having fully answered~~
~~from~~ Defendant says that
Plaintiff has had the use of
said land for thirteen years
and that he has cut a great
quantity of timber on said land
and that the timber so taken
and the rents of said land
are reasonably worth all the
improvement made as
aforesaid; that the timber so taken
was worth \$1000. and the rents received
by Plaintiff are worth \$4000.

Defendant therefore asks the Court
to set off the rents and timber so
taken and received by Plaintiff up
to the time the judgment in eject-
ment was rendered against
any improvement made as
aforesaid - Sterling & Webster
with John H. Thorne & Co
Attys for Deft.

W. S. Harney
Against
C. Bent Carr

Answer

Filed April 10th 1875
C. H. Moore
Clerk

STATE OF MISSOURI, }
COUNTY OF JEFFERSON.

To *H. G. Filanigan*

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 *15th* day of *May*, 187*5*, 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 *W. J. Warner* is Plaintiff, and *L. B. Blair*; and herein you are in no wise is Defendant, on the part of *Sgt* to fail.

Witness, C. THO' HORINE, Clerk of our said Court, with the seal thereof hereto affixed, at office, this *6th* day of *May* *A. D.*, 187*5*.

C. Tho' Horine, CLERK.

I hereby acknowledge service
of the writ Subpoena

this 4th day of May 1875

J. L. Harney

Harney
vs
Carr

STATE OF MISSOURI, }
COUNTY OF JEFFERSON.

To *Josh Wilkins, Jack Smith & Thomas Price*
August Coleman, Samuel Medley

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 *15th* day of *May*, 1875, 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 *W. S. Marney is*
C. B. Carr is Plaintiff, and ; and herein you are in no wise is Defendant, on the part of *ppf* to fail.

Witness, C. THO' HORINE, Clerk of our said Court with the seal thereof hereto affixed, at office, this *10th* day of *May*, A. D., 1875.

C. Tho. Horine, CLERK.

May 18/5

Narney

to

Leart

p

John Wilkins
Jack Smith
Thomas Price

Sherry Tree

25-
25-

I return the within subpoena to within
name John & Wilkins Jack Smith
and also Price not found in my
County this 14th day of May 1855

A. B. Wap Sheriff

By William Bell

Wm S. Harney
 Plaintiff
 vs
 C. Bent Carr
 Defendant

In the
 Circuit
 Court of
 Jefferson
 County
 Missouri

Now at this day comes the
 Plaintiff and for Replication to
 the answer filed herein by the
 Defendant says he denies
 each and every allegation of
 new matter set out and
 contained in the answer of
 said Defendant - and for
 further Reply says that
 Defendant C. Bent Carr in an
 action of Ejectment heretofore
 instituted in this court by him
 against one Wm Dings about
 the same time suit was commenced
 by him against this Plaintiff for
 the Lands in his petition described
 as in said petition mentioned Allocated
 against said Dings the East half
 of section Three Township 43 R,
 4 East in said County of Jefferson
 containing 320 acres that in
 said action of Carr vs Dings the
 same title was involved as was

involved in regard to that of the
land described in plaintiff's
petition in the ejectment suit
therein named against Robert Stan-
ley, which said Recovery was
had in May 1874 but of which
said Defendant has not been
put into possession under said
Judgment. That some years prior
to the institution of said suit of Carr
vs Dings this plaintiff had conveyed
said land to said Dings by
Deed of General Warranty on which
said Warranty plaintiff is liable
for the value of said land as
fixed and specified in his said
Deed to said Dings and further
plaintiff avers that said Carr
in a suit by him instituted against
James W. Smizer in Ejectment in
this Circuit Court at the same time
of the execution institution of said
Ejectment suits against said
Stanley and said Dings as stated
~~above~~ above and in which said
action of said C. B. Carr vs said
James W. Smizer the same title
and issues were involved as
those in said action of the same

of General warranty to Virginia E. Smizer who with her husband Geo. W. Smizer thereafter conveyed it to Darius L. Smizer who with his wife thereafter conveyed the same to said James W. Smizer wherefore this plaintiff is liable upon his warranty in his said deed to Virginia E. Smizer contained for the amount for which he sold the same to her so that this plaintiff was in fact the real party in interest in all said cases of C. B. Carr vs Robert Stanley and C. B. Carr vs Wm Dings and C. B. Carr vs James W. Smizer wherein said C. B. Carr recovered said several tracts of land although he was not in fact nominally made a party to said actions of Record & except in the said case of C. B. Carr vs Robert Stanley and plaintiff avers that it would be unjust and inequitable for plaintiff to be compelled to take a part of said land as described in his petition herein as the same was recovered by said Carr from said Stanley plaintiffs. Tenant and plaintiff in said action

Plaintiff vs said Stanley and
versus said Dings and in
which said action of said Carr
vs said Smizer said Carr
recovered judgment ~~for~~ against
said Smizer for the possession
of the following described Land
in said Jefferson County Missouri
To wit, Beginning at the North west
corner of Section Two Township
forty Three (43) Range four East
thence running South $24\frac{16}{100}$ chains
thence East $41\frac{89}{100}$ chains thence
north $24\frac{16}{100}$ chains thence west
to the place of beginning containing
one Hundred and Two $8\frac{46}{100}$ acres -

that said C. B. Carr in this Court
recovered in said action of his
against said Smizer at the January
Term thereof 1875 the possession of
said Land but has not yet been
put into possession thereof under
said judgment. That this Plaintiff
some years previously to the
aforesaid suit just mentioned owned
said Land and conveyed it by Deed

against said Stanley and yet for
Plaintiff to not get the whole of
said Land -

Wherefore Plaintiff
Prays the Court for judgment
for the value of his improvements
as stated and claimed for in his
original petition herein and
in the event of Plaintiff being
compelled by Decree of this
Court to pay for any of said
Land and take it to also
Decree that this Defendant make
to Plaintiff a Deed to all said
several tracts of Land as herein
before described as having
been recovered as herein stated
by said Carr from each and
every one of said parties viz
said Stanley, said Dings and
said Smizer upon this Plaintiff
paying to said Carr the value
thereof aside from and including
all improvements on each said
tracts of Land for Plaintiff avers
that all improvements being and
upon each of said tracts of
Land were made by either Plaintiff
or by those under whom he held

and claimed said several tracts of
Land or by those to whom Plaintiff
conveyed as herein set out and
their grantees as herein named in
good faith without any notice
of any adverse claim of said
Carr or any other person
~~whom~~ Whomsoever —
and believing in good faith that
they were the true owners thereof

} Jos. Williams
Attorney for Plaintiff

Wm. D. Farney
vs

C. Bent Barr

Replication
to answer of
Defendant

Filed May 20 1876
L. P. H. H. H.
Clerk

William S. Harney
Plaintiff

C. Bent Can Defendant

Albert N. Sterling and
Benjamin F. Webster come and
state that they are entitled to one
half of the land described in the
pleading in this cause by virtue
of agreement with C. Bent Can
and W. A. & Isabella Cleudennin.
Wherefore they pray the Court
to make them Defendants in
this suit.

John L. Johnson & Bro
Atts for Albert N. Sterling
& B. F. Webster.

W. H. Harvey

7
to Bent Can

Petition of A. H. N.
Sterling & B. F.
Webster to be
Defendants herein

Filed Sept 17/98/5-

C. H. H. Marine

Clerk

William S. Hamer
Plaintiff

C. Bent Carr, Albert
H. Sterling and Benja-
min F. Webster Defendants

Now at this day come
the respective parties to this action
and all and singular the matters
in controversy herein are sub-
mitted to the Court, neither party
requiring a jury, on the pleadings
and proofs offered by the parties
and after due consideration there-
of, the Court doth find that
judgment was rendered against
the Plaintiff in this cause at
the suit of C. Bent Carr ^{as}
alleged in the petition herein, de-
scribed as follows viz: The NW ^{for the recovery of the land}
of Sec. 10, also NW ¹¹ Sec. 11, SW ⁷
of Sec. 2, Town. 43, R. 4, E. Containing
480 acres and also a part of the
NW ¹¹ of Sec. 2, said Town & Range
as follows viz: Begin at the SW cor-
ner of the NW ¹¹ Sec. 2, T 43, R 4, E
thence N 17 chains, thence E. 41 ⁸²
chains, thence S. 17 chains, thence
W to the place of beginning containing
71 ² acres. The Court doth

further find that judgment
was also rendered against Mr
Dulig ~~for the recovery of the land~~
~~described~~ as Plaintiff has alleged
in his replication at the suit of
C. Bent Carr for the recovery
of the following land viz: The
East half of Section Mee J. 43
R. 4. E. containing 320 acres.
The Court doth further find that
judgment was rendered against
James W. Snitzer as Plaintiff
has alleged in his replication
at the suit of said Carr for the
recovery of the following land
viz: Begin at the NW corner of sec
28 T 43 R 4. E. thence S. $24^{\circ}16'$
chains thence E $41^{\circ}59'$ chains thence
N. $24^{\circ}16'$ chains, thence W. to the place
of beginning containing one
hundred & two 46 acres.

The Court doth find that Plaintiff
is liable to said Snitzer & Dulig
on his warranty deeds executed
by him for the lands recovered
of them respectively by the said
Carr ~~and that it would be inequitable~~
~~all~~ And the Court doth further
find that Albert K. Hettig and
Benjamin F. Webster are entitled

to one half ^{all} said land by agree-
ment with said Carr. and also ^{also see next page 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100} then
The Court doth further find that
Plaintiff has made improvements
on said land as alleged of
the value of Seven Thousand
dollars &

And the Court doth further
find that said land are worth
Four Thousand dollars.

The Court doth further find
that the Plaintiff should take
said land and pay their
value as aforesaid to Defendants

Therefore it is considered adjudged
and decreed by the Court that
Defendant Heuts and deliver
to Plaintiff a quit claim deed
for all said land, the Plaintiff
consenting to take a quit claim
deed therefor. And it is further
ordered adjudged and decreed
by the Court that Plaintiff upon
the execution and delivery to him
of the said quit claim deed
pay Defendants the said sum
of Four Thousand dollars

It is further ordered by the Court
the said sum of \$4000 shall draw
ten per cent interest per annum
from Sept 22 1875 until paid

or tendered to Defendants.

~~It is further ordered that Plaintiff~~
~~pay the Costs herein.~~

It is further ordered by the Court
that Plaintiff pay Defendants
the further sum of one hundred
and thirty three $\frac{38\frac{2}{3}}{100}$ dollars as
post interest on said sum
of Four Thousand dollars
in lieu of rents accrued to
Defendants for said land
since the rendition of the said
judgments.

It is further ordered that Plaintiff
pay the Costs herein.

x
This further ordered adj'ed and
decided that Plaintiff shall pay
defendants the said sums of
money specified in this decree
on or before the 1st day of
October 1875 and if he should
fail or refuse to do ~~the~~ so by
that time the Defendants shall
be entitled to an action against
him for the same and said
sums are hereby made a special
lien on the lands described
in the Pleading and the said
defendants are ordered to make
a quit claim deed to said
lands to Plaintiff on or before
the 1st day of October 1875 and
if they should fail to do so by
that day then all the right title
and interest of Defendants
and each of them shall ipso
facto vest in Plaintiff and
his assigns forever ~~subject~~
H

Mrs S. Warner

C. B. Carr. ^{no} Sterling & Webster.

} Fee Bill.

Storing of KK

Ent & file pet. ²⁰ docket ⁴⁵ & app. ¹⁰ leave to ans ²⁰ cont. ²⁵ \$ 1.20

rep. ²⁰ cont. ²⁵ order to make Sterling & Webster parties. ³⁵ file ²¹⁰ 1.20

Judgment. ⁵⁰ fees joined ¹⁵⁰ & costs ²⁵ & 2.85

Copy of decree

1.40

~~\$ 6.45~~

Mrs. S. H. 3 non ests in Spas

76

~~7.00~~

\$ 7.40