

Jefferson County Circuit Court

Casa Files - Civil

May 1877, NO. 3

Frederitzie, John M.

VS

Hall, Harry

Contract

Defendant owed plaintiff \$100
for affecting sale of Hall's
Bridge across Meramec River

Box

37

Folder 19

John M. Fredertz Plff. } In the Circuit
Harry Hall deft. } Court of Jeff Co Mo
P May Term 1877.

Plaintiff states that on the
day of February 1876
defendant promised and agreed
with Plaintiff that if he,
Plaintiff would affect a
sale ^{of one half} of the Bridge known
as Hall's Bridge, across
the Meramec River in
~~Jeffers~~ between Jefferson
and St Louis Counties in
the State of Missouri, that
he defendant would give
Plaintiff as a consideration
for ^{in the sale of one half of said bridge to Jefferson County} his services, the sum
of one hundred dollars.

Plaintiff states that in
consideration of said promise
and agreement he undertook
~~to~~ and did affect a sale
of said ^(the one half thereof) Bridge, to said
Jefferson County.

Plaintiff states that since
the sale aforesaid, he has
demanded of defendant
said sum of one hundred

dollars the contract price
and agreement for his services
as aforesaid, but though often
demanded Defendant
has utterly refused to pay
said sum, and for which
plaintiff now asks judg-
ment, with costs, and
for other proper relief.

John M. Frederitz
by Jos. Williams attorney.

Filed Jan'y 29 1877
C. H. Marine
Clerk

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

Harry Hall

if he be found in your County, that he be and appear before the Honorable Judge of our Circuit Court, on the first day of the next term thereof, to be begun and held at the town of Hillsboro, within and for the County of Jefferson, on the *second* Monday after the fourth Monday of *May* next, then and there to answer unto

John M. Fredritz

upon *his* original petition, a copy whereof is hereunto annexed and accompanies this writ, and have you then there this writ.

Witness, C. THO. HORINE, Clerk of our said Circuit Court, with the seal thereof hereunto affixed, at office in Hillsboro, this *29* day of *January*, A. D., 1877.

C. Tho. Horine, Clerk Circuit Court.

45353

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

May TERM, 1877.

John M. Jackson & Co

Harvey Hall

original

John Williams

Sheriff per \$1.00

January 29

I Executed this Writ in Jefferson County
Mo on the 29th Day of January 1877 by
Delivering to Harvey Hall a true copy of
this Writ and Petition

John Williams Sheriff

John M. Fredestzge Plaintiff } In the Circuit Court
vs } of Jefferson County Missouri
Harry Hoell Defendant }

The defendant answering the petition of the plaintiff, denies each and every material allegation in said petition.

The defendant denies that he made with the plaintiff the contract alleged, or that he made any contract whatever respecting the subject matter of the one plead.

The defendant denies that the plaintiff did and performed for him the services claimed or any services whatever worth one hundred dollars or any other sum.

The defendant denies that he owes plaintiff one hundred dollars or any sum whatever & prays judgment for costs.
Byrne & McNeill
attorneys at law

Jno W Frederic

Harry Hall

answer

Filed July 10th 1877

Chas D. Morris

clerk

STATE OF MISSOURI, }
COUNTY OF JEFFERSON.

To

W. J. Kirk, Henry Becker & Chas. Siegenbume

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 *Ninth* day of *September*, 1877, 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 M. Andrietz* is Plaintiff, and *Harry Wall* is Defendant, on the part of Defendant; and herein you are in no wise to fail.

Witness, C. THO' HORINE, Clerk of our said Court, with the seal thereof hereto affixed, at office, this *Ninth* day of *August*, A. D., 1877.

C. Tho' Horine

CLERK.

drawed the within by Reaching to Wm. I. Kirk
Henry Becker. Chas Tiefenbrunn this 4th Day
of Sept 1877 in Little Rock Township

Jefferson County Missouri

Henry Marx
Constable

S. 5 1877

Redentz

^{to}
Wall

W

W. I. Kirk
Henry Becker
Chas Tiefenbrunn

Shonklee \$150

166, 184, 189, 193

STATE OF MISSOURI, }
COUNTY OF JEFFERSON.

Do

vs *Charles Williams and*

Adam Becker

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 *September*, 1877, 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 M. Frederitzie* is Plaintiff, and *Harry Wall* is Defendant, on the part of *Plff.*; and herein you are in no wise to fail.

Witness, C. THO' HORINE, Clerk of our said Court, with the seal thereof hereof affixed, at office, this *3rd* day of *Sept. A.*, A. D., 1877.

C. Tho' Horine

CLERK.

Served the within by Reading to Dr Charles Williams
and Adam Becker this 4th Day of Sept 1877 in Little
Rock Township Jefferson County Missouri

Henry Marx
Constable

Fredertzie
^p
Hall

^p
Dr Chas Williams
Adam Becker

Shriff fee \$100

John M. Frederitzue
Plaintiff
against
Harry Hall, Defendant
In The
Circuit
Court of
Jefferson
County
Missouri

Plaintiff states that one James C. Hall the father of defendant who died in St. Louis County Missouri in the year 1875 was at his death the owner of a bridge across the Merimee River ~~between~~ known as the Senay Bridge at a point where said River is a boundary line between Jefferson County Missouri & St. Louis County in the same state and Plaintiff avers that after said James C. Hall died Defendant & his mother became Administrator & Administratrix of his Estate & Defendant being such Administrator & being also interested in said Bridge as an heir of said James C. Hall and being anxious to make sale of said Bridge to St. Louis & Jefferson Counties above named on or about the day of February 1876

for the purpose of effecting such
sale entered into a contract with
Plaintiff by which he agreed with
Plaintiff to ~~pay him one thousand~~
~~dollars as soon as he succeeded~~
~~in effecting a sale of said Bridge~~
hire him and did hire him
to use ~~his~~ his influence with
the County Court of said Jefferson
County to induce it to unite with the
County Court of said St Louis
County in purchasing said Bridge
and to ~~circulate & procure Petitions~~
~~among the people of his acquaint-~~
~~ance and solicit subscriptions to~~
~~aid said County Court in raising~~
~~funds to make such purchase of~~
~~such subscriptions should be~~
take such other steps as in the
judgment of Plaintiff might
conduce to the making of such
sale by defendant or by him and
his mother the said ~~Secretary~~ ^{Administratrix} or
enable them to procure the County
Court of said Jefferson County to
unite with the County Court of
said St Louis County in the
purchase of said Bridge defendant

at the time assuring Plaintiff
that the county court of said
county of St Louis would unite
~~without~~ with the county court
of said Jefferson county if said
Jefferson county court could be
induced to join it in the purchase
from him of said Bridge without
any effort on the part of Plaintiff
to procure such action and
Plaintiff says that Defendant
having full confidence in his
ability & that of his friends in St.
Louis county to induce the county
court of that county to unite with
the county court of said county of
Jefferson in purchasing from him
& said Administrator said Bridge
hired Plaintiff as aforesaid to aid him
in taking such steps as would result
in the county court of Jefferson county
uniting with the county court of
St Louis county in purchasing
said Bridge leaving it to the judgment
& discretion of Plaintiff to take such
steps as to him might seem most
proper & most calculated to effect
~~such~~ ^{object} said sale, and agreeing with Plaintiff

to pay him for such services as
he should render in respect thereto
the sum of one hundred dollars
as soon as said Jefferson County
& said St Louis County should
unite & purchase said Bridge

and Plaintiff avers
that pursuant to said contract &
acting thereon he ~~visited~~ visited
the County Court of Jefferson County
Missouri & urged said court to
unite with the County Court of said
County of St Louis in purchasing
said Bridge from Defendant &
said Administratrix & circulated
petitions among his acquaintances
& procured subscriptions to aid said
County Court of said Jefferson County
in ~~in~~ doing so & by so doing Plaintiff
contributed largely in inducing said
County Court to unite with said St
Louis County Court in purchasing
said Bridge from Defendant & said
Administratrix & that said County
Court did so unite with said
St Louis County Court & purchased
said Bridge from Plaintiff & said
Administratrix ~~Plaintiff avers~~
& shortly before the filing by Plaintiff
of his original petition in this case
& Plaintiff avers

that by the Terms of his Contract
with defendant the defendant
prior to the ^{day at the time of this} bringing of this
suit ^{and still owes the} justly owed Plaintiff
^{which was demanded before this suit was commenced}
the sum of one Hundred Dollars
for said services & for which
with interest Plaintiff asks
judgment & asks also
other proper relief.

^{Jos. Williams}
Attorney for Plaintiff

John W. Frederick

vs

Harry Hall

Action on Contract

Amended Petition
of Plaintiffs

This amended petition
will be filed on first-
day of September
Term Circuit Court
for 1877

John

Filed Sept. 11 1877

Chas. W. Stone

Clerk

John W Frederitzie } In the Circuit Court
Harry Hall } Plaintiff } of Jefferson County Mo
Defendant } Sept Term 1877

Defendant for answer to the amended
petition of plaintiff, denies each and every
material allegation in the said petition ~~not~~ ~~hereafter~~
" ~~admitted~~ and having fully an-
swered prays judgment

Byrns & McMullin
Atty's for Def.

Frederic
vs
Hall

answer to amen-
ded petition

filed Sept. 12-1877
C. W. Stone
Clerk

Frederick
Haley

(Third)

Given

The Court declares
the law to be, that unless
it appears from the evidence
that the plaintiff used
his influence with the County
Court of Jefferson County
while they were acting as a
court, and used his in-
fluence in a legitimate way
with them as a body, to
transact business as a
court, then he cannot
recover on the contract

(Fourth)

Given

The Court declares the
law to be, that the plaintiff
cannot recover on the con-
tract stated in the petition

John M. Friedrich
vs
Harry Hall.

(first)

Referring to the contract

The Court ~~sitting~~
~~and~~ declares the law
to be that the contract be-
tween plaintiff and defendant
being wholly verbal, and ^{evidence} no
contract or agreement that
the service was to be performed
within one year from the
making thereof - the plaintiff
cannot recover on said
contract.

(second)

Referring to the contract

The Court declares
the law to be that unless
it appears from the evidence
that the contract between
the plaintiff & defendant
could reasonably have been
performed within one
year from the making thereof,
the plaintiff cannot re-
cover.

The Court declares the
Loan to be that of Plaintiff
rendered the services for
defendant under a contract
such as stated in the
petition he is entitled
to recover

Done