

Jefferson County Circuit Court
Case Files - Civil
November 1837, No. 1

Box 3 Folder 36

Cowan, John Epes
vs.

Gross, Elisha S.

Specific performance of contract

Involved 3,542 acres in various locations
including mineral rights; dismissed, Chancery
Record Book, Page 113; includes list of specific
mineral content of each parcel of land

State of Missouri
County of ~~Jefferson~~ ^{St. Louis} ~~Jefferson~~ Circuit Court
Judicial Circuit
Nov. Term 1837.

To The Honorable ~~Judge~~ ^{Judge} ~~Edwards~~ ^{Edwards}.

Humblly complaining, sheweth
unto your Honor, Your Orator John Eses Cowan
of St. Louis in the County of St. Louis, That heretofore
to wit on the 29th day of December 1836, William
B. Cowan, under whom, Your Orator now claims
by assignment; and one Elisha S. Gross, entered
into a contract, to enter public land, in
the Southern portion of Missouri. by which
contract, William B. Cowan, was to select
the land, and enter the same, in the land
offices of the United States, in the name of
said Gross, and was to receive as a
recompence for his services one undivided
fourth part of all the lands entered. Which
first Contract is in the words and figures
following "to wit" St. Louis December 29th
1836, It is hereby understood and agreed upon between
Elisha S. Gross and William Bowie Cowan that
for all entries of land the said Cowan shall
make in the name of Elisha S. Gross of St. Louis
County of St. Louis State of Missouri he shall
receive for his services a fee for one undivided
fourth part of each entry, The said Cowan to
use his utmost exertion to procure such lands
as are hereinafter described. One entry to

embrace a Mill seat with good Waterpower and
good land and timber with Lead or Zinc Mineral
One entry of Lead in the neighbourhood of Mines-
Lamotte including good land if possible - One entry
to contain a portion of White Metal supposed to be
Silver, with some good land if the entry can
be made in this way otherwise a small entry
of the Mineral alone - One entry including
Tin Mineral and some good land if it can be
obtained otherwise a small entry of Tin alone
and one entry of Copper Mineral
Witness Jcs W Ezers Elisha S Grop

Wm. Bowie Bowen

Upon the faith of said contract the said
William B Bowen, went on, at great labour
and Expense, and entered in several entries
the gross amount of Three thousand five
hundred and forty two $\frac{83}{100}$ acres. - which said
Entries, the said Gross received and was
fully satisfied with. - During the time
of entering said lands, in order to meet
the current expenses, incident to such
investigation, the said William B Bowen
received of said Gross the Sum of Three
Hundred and Eighty five dollars, on his
private account. which money was to be
refunded to said Gross, after deducting
certain expenses, incurred in searching for
and selecting lands - for entry. - After the said
lands were entered, and Certificates of Entry
were received by said Gross. The said

Contract. Two Hundred and Eighty acres, in
stead of the Seven Hundred and Eight $\frac{3}{4}$ a
cres, he should have conveyed. The assign
ment to your Orator is on paper marked
B. and is prep'd to be taken as a part
of this bill. By which said assignment
and by the several written agreements
hereinbefore specified, the said Gropf
is bound to convey to your Orator, the
additional number of four hundred
and thirty six acres of land, out of the
entire & locations above referred to. in
the document marked B. And your
Orator has frequently, in a friendly
manner, offered to pay the said money
above specified; and requested the
said Gropf to make him a deed
for the 436 acres of land, which your
Orator did not in the least doubt
that he would have done. But so
it is, may it please your Honor, the said
Gropf endeavouring to wrong and injure
your Orator in the premises peremptorily
refuses to perform the said agreement
and execute a conveyance for said lands
to your Orator. In tender consider
ation whereof, and in as much as your
Orator is remedyless by the strict rules of
the Common law. and cannot compel
a specific performance, of said agreement
but by the aid and assistance of this Honor
able Court, where matters of this nature

are properly cognizable and relievable,
To the end therefore, that the said Elisha S. Grop
may upon his corporal oath, true direct and
perfect answer make to all and singular
the matters aforesaid, and that as fully and
particularly, as if the same were here again
repeated, and he thereto interrogated - And
more particularly, that the said Elisha S. Grop
may set forth and discover - whether he did
not enter into such agreement, as is herein
before mentioned, or any other, and what
memorandum or agreement, and whether
he was not bound to furnish money, to
defray the expense, for searches after
mineral land to Wm B Bowen, and
what amount he did furnish - What
amount, was applied, to employ persons
to aid in searches for mineral land
and what amount the said Wm B Bowen
used for his own purposes - And whether
your Orator hath not offered, to settle with
him, and pay him his claim for money
advanced; and whether he did not repu-
-diate the settlement, and refuse to receive
the money, and execute a conveyance
for the seven hundred and eight $\frac{1}{2}$ acres ac-
cording to his agreement - And whether
he has ever executed a conveyance
or in any reasonable and just way
accounted for, not executing a con-
veyance, to your Orator due proportion
to six hundred and forty acres - Whether
he has ever executed to your Orator

Groff made a statement admitting the entry and changed the amount to be received under the original contract. Holding out the inducement at the time of this alteration in the amount, to be given, that he was going on to make other large entries, and the said ~~Cowan~~ William B Cowan, was to have a like interest, in those entries, Under this hope, the said William B Cowan, agreed to take one fifth instead of one fourth, and the consideration upon which this subsequent agreement, was founded, ^{has} wholly failed, by said Groff neglecting to furnish the money, to enter the same, and having gone on to enter a portion of it himself, in fraud of the inducement held out to the said William B Cowan, to get him to agree to relinquish a portion of his right to the land, -- This second agreement between said W^m B Cowan and said Groff, is a statement, by said Groff of the land entered, and acknowledged by said William B Cowan on the back thereof. In this agreement the said Groff acknowledges the entry by the said W^m B Cowan, of ~~23542~~²³⁵⁴² $\frac{83}{100}$ acres, and the said William B Cowan is entitled to one fifth part of the land - after satisfying him the sum of three hundred and eighty five dollars, either in money or out of the land. all which will more fully appear by reference to the paper marked B. filed in this and prayed to be taken as a part of this

bill. After this partial settlement, and before
said Grosz, proceeded to execute any deeds
for the same; the said Wm B Cowan
for a valuable consideration, assigned &
transferred to your Orator all his claim
and interest in and to said lands. Your
Orator at all times willing & ready to pay
of said amount of three hundred and eighty
five dollars, and offering so to do, re-
quired of said Grosz a deed for the one
fifth part of said lands, amounting in
the whole, to about seven hundred and eight
acres, and three fifths of an acre. But
the said Grosz refused, claiming that he
would retain land at the minimum
price of the Government, for his \$385.
instead of receiving from your Orator
the money as he was bound by his con-
tract - making the land retained under
that pretense, three hundred and eight acres
from your Orator. Your Orator further
charges, that said Grosz, under the flimsy
pretense, of wishing to make an exchange
of 640 acres of the land with the Govern-
ment, at some future time, declined
deeding to your Orator one fifth part of
that, Your Orator there amounting to
One hundred and twenty acres; Under
these flimsy pretenses, said Grosz has
held back from your Orator four hundred
and thirty six acres of land; and has
only deeded to your Orator, under said

a conveyance, for any more than the Two
hundred and Eighty acres. -? and whether
he has not refused to execute to your
Orator, a deed for any more, and why
and for what reason. And that the
said Elisha S. Grofs may be compelled
to a specific performance of said agree-
ment, and may be compelled to execute
a conveyance for the remaining four hun-
dred and thirty six acres of land, to your
Orator, according to the true intent
and meaning of said agreement, upon
your Orator paying him, what amount
may owe him of the three hundred and
Eighty five dollars, And that your
Orator may have such other & further
relief in all and singular the premi-
ses, as to your ~~honor~~ the Honor
shall seem meet. And as in duty
bound he will ever pray. &c.

Just B. Bowlin
Atty for Complainant

1837

Vol 15

290

John. E. Green

At

Mill in City

Eliza J. Green

There is a bill in Congress for the
specific performance of contracts
the Clerk will issue the same
process.

W. B. Smith
Att. for Congress

Filed September 1st 1837

W. B. Smith

W. B. Smith

Doct King & Shaug Jun 12

State of Missouri
County of Jefferson Jefferson Circuit Court Nov Term 1837

Judicial Circuit

To the honorable Judge Evans - humbly complaining, Sheweth
unto your honor your Oata John Eper Cowan of St Louis
in the County of St Louis, that heretofore to wit on the 29th
day of December 1836 William B Cowan, under whom your
Oata now claims by agreement and one Elisha S Groff
entered into a contract to enter public lands in the Southern
portion of Missouri by which contract William B Cowan
was to select the lands and enter the same in the land
office of the United States in the name of said Groff, and
was to receive as a compensation for his services one undivided
fourth part of all the lands entered, which first contract
is in the words and figures following to wit, "St Louis
December 29th 1836 It is hereby understood and agreed
upon between Elisha S Groff and William B Cowan
that for all entries of land the said Cowan shall make
in the name of Elisha S Groff of St Louis County of St Louis
State of Missouri he shall receive for his services, a deed
for one undivided fourth part of each entry, the said
Cowan to use his utmost exertion to procure such lands as
are hereinafter described, One entry to embrace a Mill Seat
with good water power and good land and timber with
lead or zinc mineral, One entry of lead in the neighborhood
of Mine Samate including good land if possible - One
entry to contain a portion of white Mistle supposed to be
Silver with some good land if the entry can be made in
this way otherwise a small entry of the mineral alone - One
entry containing Tin mineral and some good land if it can
be obtained otherwise a small entry of Tin alone and one
entry of copper mineral

Elisha S Groff

Witness Geo M Eager

Wm Bower Brown

Upon the faith of said contract the said William B Brown went on at great labor and expense, and entered in several entries the gross amount of three thousand five hundred and and forty two $\frac{83}{100}$ acres which said entries the said Geo M Eager received and was fully satisfied with. During the time of entering said lands in order to meet the current expenses incident to such investigations the said William B Brown received of said Geo M Eager the sum of three hundred and eighty five dollars on his private account, which money was to be refunded to said Geo M Eager after deducting certain expenses incurred in searching for and selecting lands for entry after the said lands were entered and certificates of entry were received by said Geo M Eager. The said Geo M Eager made a statement admitting the entries and changed the amount to be received under the original contract, holding out the inducement at the time of this alteration in the amount to be given that he was going on to make other large entries and the said William B Brown was to have a like interest in those entries, under this hope the said William B Brown agreed to take one fifth instead of one fourth, and the consideration upon which this subsequent agreement was founded has wholly failed by said Geo M Eager neglecting to furnish the money to enter the same, and having gone on to enter a portion of it himself in fraud of the inducement held out to the said William B Brown to get him to agree to relinquish a portion of his right to the lands - This ^{seems} agreement between said William B Brown and said Geo M Eager is a statement by said Geo M Eager of the lands entered and acknowledged by said William B Brown on the back thereof - In this agreement the said Geo M Eager acknowledges the entry by the said Wm B Brown of 3542 $\frac{83}{100}$ acres and the said William B Brown is entitled to one fifth part of the lands - after satisfying

him the sum of three hundred and eighty five dollars either in money or out of the lands all which will more fully appear by reference to the paper marked B, filed in this and prayed to be taken as a part of this bill - After this partial settlement and before said Groff proceeded to execute any deeds for the same the said Mr B Brown for a valuable consideration assigned and transferred to your Orator all his claim and interest in and to said lands - Your Orator at all times willing & ready to pay off said amount of three hundred and eighty five dollars and offering so to do, required of said Groff a deed for the one fifth part of said lands amounting in the whole to about seven hundred and eight acres and three fifths of an acre but the said Groff refused claiming that he would retain lands at the minimum price of the Government for his \$385 instead of receiving from your Orator the money as he was bound by his contract making the land retained under that pretence three hundred and eight acres from your Orator - your Orator further charges that said Groff under the flimsy pretence of wishing to make an exchange of 640 acres of the land with the Government at some future time declined adding to your Orator one fifth part of that your Orator share amounting to one hundred and twenty acres under these flimsy pretences said Groff has held back from your Orator four hundred and thirty six acres of land and has only added to your Orator under said contract two hundred and eighty acres instead of the seven hundred and eight $\frac{3}{5}$ acres he should have conveyed. The assignment to your Orator is on paper marked B, and is prayed to be taken as part of this bill. By which said assignment and the several written agreements heretofore specified the said Groff is bound to convey to your Orator the additional number of four hundred and thirty six acres of land

Out of the entries and locations above referred to in the above
-ment mentioned, B, and your Orator has frequently in a friendly
manner offered to pay the said money above specified, and
requested the said Grop to make him a deed for the 436 acres
of land which your Orator did not in the least doubt
that he would have done - But so it is now it please your
honor, the said Grop endeavoring to wrong and injure your
Orator in the premises, peremptorily refuses to perform the said
agreement and execute a conveyance for said lands to
your Orator - In tender consideration whereof and in as much
as your Orator is reminded by the strict rules of the Common
Law and cannot compel a specific performance of said
agreement but by the aid and assistance of this honorable
Court where matters of this nature are properly cognizable
and reliable - To the end therefore that the said Elisha S
Grop may upon his corporal oath true declare and perfect
answer make to all and sing clear the matters aforesaid
and that as fully and particularly as if the same were
here again repeated, and he thereunto interrogated - And
more particularly that the said Elisha S Grop may set forth
and discover whether he did not enter into such agreement
as is herein before mentioned or any other and what
memorandum or agreement, and whether he was not bound
to furnish money to defray the expense for searching after
mineral land to Mr B Cowan and what amount he did
furnish, what amount was applied to employ persons to
aid in searching for mineral land, and what amount
the said Mr B Cowan used for his own purposes, And
whether your Orator hath not offered to settle with him
and pay him his claim for money advanced, and
whether he did not repudiate the settlement and refuse
to receive the money and execute a conveyance for

the sum hundred and eight $\frac{2}{5}$ acres according to his
agreement, And whether he has ever executed a convey-
-ance or in any reasonable and just way accounted
for not executing a conveyance to your Orator due
proportion to six hundred and forty acres, + whether he
has ever executed to your Orator a conveyance for any
more than the two hundred and eighty acres - And
whether he has not refused to execute to your Orator a
deed for any more and why and for what reason
And that the said Elisha S. Grop may be compelled
to a specific performance of said agreement, and may be
compelled to execute a conveyance for the remaining four
hundred and thirty six acres of land to your Orator
according to the true intent and meaning of said agreement
upon your Orator paying him what amount may due him
of the three hundred and eighty five dollars, And that
your Orator may have such other and further relief in
all and singular the premises as to your honor shall
seem meet, and as in duty bound he will ever pray &c

Wm B Bonlen

att'y for Complainant

A Copy attested Henry P. Bates. Clerk. C. C.

John E. Cowan
M.B. in
1837
Elisha J. Crofts

Returned to
March 20th 1838
J. Matthews. Clerk

State of Missouri }
County of Jefferson } SS

The State of Missouri to the Sheriff of Saint Louis
County Greeting, we command you to summon
Elisha S. Grop, if he be found in your bail district
that he do and appear before the Judge of our
Jefferson Circuit Court, at a term thereof to be holden
at St. Louis on Monday the 11th day of Decem-
ber next to answer the Complaint of John Eber-
barran by his Original bill in Chancery exhibited
and filed in the office of said Jefferson Circuit
Court, and have them there this with witness

Henry P. Bates, Clerk of our
said Circuit Court at office this
29th day of September in the
year 1837

Henry P. Bates Clerk
C.C.

John E. Lowman
vs M. Brotherton
Elisha S. Gross

Returned & filed
March 20 1838
J. M. A. McCoy, Clerk

Elisha S. Gross the within
named defendant not found
in my county

monest 50 to James Brotherton
Sheriff
By M. Brotherton
J. M. A.

Quincy
April 2^d 63

J. Sir:

I Mail a letter
this evening from
Mr. Shipley referring
you to the law —
If satisfied that
I have a right to
withdraw the agree-
ment, (as I have done
in other cases in
St. Louis,) please
send ~~the~~ it to me
at once, & I will

pay for the copy
which you will
retain when we
meet. If how-
-ever, you de-
-cline sending
the agreement,
then let me
know without
delay.

I wish to
avoid the trouble
& expense of
riding to Hillston

meanly to make
an assignment
in haste
yours truly

J E Cowan

E. F. May Jr. }

London April 2 1863.

Wm F Honey Esq.

Dear Sir

I wish to obtain the
Agreement with Brown made
by Gross & filed in the
Chancery suit of John E
Brown n E S Gross. and
Mr Brown tells me that you
are under the impression that
it can not be done without leave
of the Court. This without doubt
would be the state of the case
since if the suit had been com-
menced since 1849. I think
however you will find that
the paper is not marked as
filed. By reference to page
843. Sec 39. of Act of
1845. you will see that after

The final disposition of the case
exhibits may be withdrawn by
the party having copies. So by
act of 1835. So I suppose it clear
that Mr. Fawcett needs no order of
court.

Respect
Yours R. Shapley

The lands hereinafter described Wm B. Brown
has an undivided interest of one fifth part af-
ter deducting out of the fifth part, three hun-
dred & Eighty five dollars, money advanced him
to be paid on demand or deducted from his
interest in the lands hereinafter described.

E 1/2 NE 1/4 Sec. 9. T 33 N. 2 E = 80 acres, timber & water power

NE 1/4 " 6 T 33 N 2 E 160 " do do

N 1/2 NW 1/4 " 27 T 33 N. 5 E 80 do Silver

SE 1/4 " 22 T 33 N 5 E 160 do Silver & Gold

N 1/2 SE 1/4 }

E 1/2 SW 1/4 } T 34 N 4 E 160. do Silver white metal

T. 41 N 5 E 1/4 Sec 8 348 6/100 Good Lead Mineral

T 40 N 4 E N 1/2 NW 1/4 }

N 1/2 SW 1/4 } Sec 13-160 Copper & Iron

T 40 N 4 E N 1/2 Sec }

N 1/2 SE } " 14 400 Copper & Iron

T 39 or 40 N 4 E South 1/2 Sec 3 320 Lead Mineral

T 39 or 40 N 4 E N 1/2 NE 1/4 }

NE of NE 1/4 } " 9 120 Lead Mineral

T 39 or 38 SE 1/4 Sec 12 160 Lead Mineral

T 39 or 38 E 1/2 NE 1/4 " 13 80 Lead Mineral

T 39 or 38 NW 1/4 13 }

T 39 or 38 SE 1/4 13 } 160

T 39 or 38 SW 1/4 12 80 Lead Mineral

T. 39. N 4 E. West 1/2 Sec 18. 393⁵⁰/₁₀₀ Good land & lead dug }
 at several places }
 T 39 or 3 E W 1/2 S E 1/4 Sec 13 80. { large lead lead now
 discovered }
 T 39⁴⁰ or 5 E West 1/2 Sec 31 Error } applied for exchange
 T 39⁴⁰ or 4 E East 1/2 " 36 Error } to Town 40 N 5 E
 Cost \$4460 = 2902⁸³/₁₀₀ E S Grob
 646
 3542⁸³/₁₀₀ acres

Endorsed,

St Louis May 26th 1837

I William Bowie do hereby agree that the
 statement as per the within statement is
 as understood between us and agreeable to
 his wishes and that he consents for Elisha
 Grob to make the transfers accordingly on
 his part and that the settlement he makes
 shall be final & decisive

E S Grob

W Bowie Cowan
 E S Grob

Exhibit marked (B).

Saint Louis December 29th 1836. It is hereby
 understood and agreed upon between
 Elisha S Grob and William Bowie Cowan
 That for all entries of land the said Cowan
 shall make in the name of Elisha S
 Grob of St Louis County of St Louis State
 of Missouri, he shall receive for his services

a deed for one undivided fourth part of each entry. The said borrower to use his utmost exertions to procure such lands as are herein after described. One Entry to embrace a mill seat with good water power and good land and timber with lead or Zinc Mineral. One Entry of land in the neighborhood of mine La Motte including good land if possible. One Entry to contain a portion of white metal supposed to be silver with some good land if the entry can be made in this way, otherwise a small entry of the mineral alone. One Entry including Tin mineral and some good land if it can be obtained otherwise a small entry of tin alone and one entry of copper mineral.

Witness

Geo W. Cooper

(Attested. (B))

Elisha S. Grop

Wm Bone Barran

I William B. Barran of the State of Missouri and County of Washington do hereby assign and set over all the right title and interest in and to the within Contract for entering lands and also the interest I hold in it to a further contract between Elisha S.

Grp and myself which is hereto attached
and Marked (A) to John E Corvan
for and in consideration of the sum of
Two thousand dollars the receipt whereof
I do hereby acknowledge, the interest hereby
conveyed amounting to one fifth of the
Several entries made in the name of
said Grp amounting in all to three
thousand five hundred and forty two
and eighty three hundred acres, the
said assignment is made and intended
to be made to his sole use and benefit,
and I hereby authorize said Grp to Exe
cute conveyances for the same to the said
Jno E Corvan, the said John E Corvan
to pay off and discharge a debt to said
Grp which I owe due by two notes amoun
ting in Grp to three hundred and Eighty
five dollars, Given under my hand
and seal this the 5th day of June 1837

(to John E Corvan intended)
before signing
Jas B Bowlin

Wm Bowie Corvan Seal

State of Missouri }
County of Jefferson } I the undersigned

Clerk of the Circuit Court in and for said
County hereby certify that the foregoing
is a true copy of Exhibits marked A
& B. filed in a cause in said Court where
in John E. Leowan was plaintiff and
Elisha Ship was defendant. Which said
exhibits were withdrawn from the files in
my office of said cause this 3d day
of April A D 1863

Witness my hand and the
Seal of said Court. the
day and year last aforesaid
Elias McHoney Clerk

In Jefferson county circuit court, in chancery, sitting, December term, 1833.

John Epes Cowan } Bill for specific performance
vs. } of contract and

Elisha S. Gross. } Attachment

AND now at this day come the said complainant by his solicitor, and it appearing to the satisfaction of the court, and the return of the sheriff on the original writ issued in this cause, that the said defendant, Elisha S. Gross, cannot be found, and the court being satisfied that the said process cannot be served, *on motion it is ordered*, that said defendant be notified that said complainant has filed his bill, herein stating in substance, that heretofore, to wit: on the 29th day of December, 1836, William B. Cowan, under whom the complainant claims by assignment, and the said Elisha S. Gross entered into a contract to enter public lands, by which said contract the said William B. Cowan was to receive one-fourth part of all the lands entered as a compensation for his individual services, under which contract he entered three thousand five hundred forty-two eighty three-hundredths acres of land in the name of said Gross; that afterwards, under a special contract, the said Cowan was to receive from said Gross one-fifth instead of one-fourth of all the lands entered, that said Gross has only deeded to the complainant, as assignee of the said William B. Cowan, two hundred and eighty acres of land; that said complainant is entitled to four hundred and thirty-six acres more of the land entered, and praying that said defendant may be compelled to execute a conveyance for the said remainder according to the true intent and meaning of said contracts, and that said Elisha S. Gross is not a resident of this state: It is therefore ordered by the court, that said defendant be notified that his property has been attached, by inserting a copy of this order in some newspaper printed in the city of St. Louis, for eight weeks successively, the last insertion thereof to be at least four weeks before the next term of this court, to be held on the second Monday in April next, and that unless he appear on or before said next term and answer the complainant's bill, the same will be taken as confessed against him, and due order will be made accordingly. Attest,

JOHN S. MATTHEWS,

Clerk.

We certify that the above advertisement
appeared for eight successive weeks, as follows
First publication - January 31st, 1839. 2^d Feb 8th & 15th,
4th 23^d 5th March 1st 6th 8th 7th 15th & 22^d,
in the Missouri Argus.

St Louis, August 5th 1839 } Thomas Watson sworn
in Henry P. Watson
Sworn to and subscribed.
before me August 5th 1839 }

Benj. F. M. Kenney
Justice of the Peace
St Louis Mo

State of Missouri }
County of Saint Louis } I Henry Chouteau Clerk of the County Court within and for the County
of Saint Louis in the State of Missouri do certify that Benjamin F. M. Kenney Esquire
whose name is subscribed to the foregoing certificate or attestation of affidavit was
at the time of his signing the same and now is a Justice of the Peace within and for
the County aforesaid duly commissioned and qualified and acting in that capacity

and that full faith and credit is due to all his acts as such

In Testimony whereof I hereto set my hand and affix the Seal of
said County Court at office in the City of St Louis in the County and
State aforesaid this fifth day of August in the Year of our Lord
One thousand Eight hundred and thirty nine

Henry Chouteau Clerk

for E Cowan

as
E. J. Swift.

Proof of publication
" " "

Filed Aug 6 1839

John A. McLeod
Clerk

On this case the plaintiff not prosecuting his
complaint. The above was assigned Dec. 18th
Decord Book page 113. Nov. 18th
1841

Wm. Mathews Clerk