

Jefferson County Circuit Court
Case Files - Civil
October 1858 - No. 4a

Box # 10 Folder # 51

Slavik, Franz

vs

Coleman, Nicholas

Mahr, Peter

Ventzil, Caspar

Reform deed

Dismissed by agreement;

Book 4, pg. 86

NW 1/4 of SE 1/4 of S 30-T43-R5E

State of Missouri } In the Jefferson Cir
Jefferson County } civil Court,
Oct. Term 1888.

Frang Slavik, Plaintiff

Nicholas Coleman, Peter
Mahr, and Casper Bentz, Defendants } Circuit Court
Members to
Said,

Plaintiff states that heretofore
to wit on the 16th day of November 1883, Nich-
olous Coleman one of the Defendants here
in sold, for good and sufficient considera-
tion, to Peter Mahr, another of said Defend-
ants, the following described piece or parcel
of Land, situate, lying and being in the
County of Jefferson to wit - The North East
quarter of the South West quarter of Section
Thirty, in Township Forty three, North of
Range Five East containing Forty acres.
That the said Coleman on the day and year
aforesaid undertook by deed of conveyance
to convey to said Mahr the tract of Land
above described, but that by mistake
he conveyed in said deed of conveyance to
the said Mahr the North West quarter of
the South East quarter in the Section, Town-
ship and Range aforesaid instead of the piece
or parcel really intended to be conveyed -
That the said Coleman sold to the said Mahr
the first piece of Land above described and
that the said Mahr purchased from the
said Coleman the piece of Land first
above described and that the said Coleman

intended in said deed of conveyance to convey to the said Mahr the North East quarter of the South West quarter instead of the North West quarter of the South East quarter in the Section, Township and Range aforesaid but that by mistake and oversight the wrong numbers were inserted in said deed of conveyance to wit the North West quarter of the South East quarter instead of the North East quarter of South West quarter in said Section, Township and Range.

Plaintiff further states that the said Mahr afterwards, to wit on the 28th day of November 1855 sold to Plaintiff the aforesaid tract of land to wit the $NE\frac{1}{4}$ of $SW\frac{1}{4}$ of Sec. 30. T. 43 N. R. 5. E. and that by deed of conveyance dated on the day and year last aforesaid the said Mahr undertook to convey the tract of land last described above to Plaintiff but that by mistake and following the deed from the said Coleman to himself the said Mahr conveyed to Plaintiff the wrong tract of land, to wit the $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ in said Sec. T & R. instead of the $NE\frac{1}{4}$ of $SW\frac{1}{4}$ of said Sec. T & R. the tract really sold by the said Mahr and bought by Plaintiff.

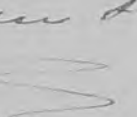
Plaintiff further states that after the conveyance from the said Coleman to the said Mahr as set forth above, the said Coleman sold unto Casper Bengel another of said Defendants the $NE\frac{1}{4}$ of $SE\frac{1}{4}$ of said Sec. T & R. containing forty acres: that sometime in the summer of 1857 the said Coleman by deed of conveyance the exact date of which

is unknown to Plaintiff, to convey to the said
benefit the piece of land last above de-
scribed, the land really sold by the said Coleman
& bought by the said benefit, but by mis-
take the said Coleman conveyed in said deed
of conveyance the NW 1/4 of S E 1/4 instead of
the NE 1/4 of S W 1/4 of said Sec. Town & Range,
which was contrary to the intention of both
parties.

Plaintiff, in order that no injury result
to Plaintiff by the mistakes aforesaid
therefore prays the Court to cause & compel
said Coleman and Maher to rectify & correct
the mistakes aforesaid & by deed or deeds of
conveyance to convey to Plaintiff the NW 1/4
of S W 1/4 instead of the NE 1/4 of S E 1/4 of said Sec. Town
and Range and to cause and compel
the said benefit, upon the execution and
delivery of a deed of conveyance by Plaintiff
to the said benefit for his proper land, to
convey to Plaintiff the tract of land now held
through mistake by the said benefit that
is to say the NE 1/4 of S W 1/4 of said Sec. Town and
Range or to cause, by decree of Court the same
to be done both the respective parties & for such
other & further relief as to the Court may
seem meet & proper.

Pipkin & Thomas,

Attys for Plaintiff =

Harry Lawick, Plaintiff makes oath, &
says that he believes the above petition
& the matters therein stated are true-
sworn to & subscribed  Henry Harejick.
before me this 6th day of Oct 
1858. Elias & Honey, Clerk

Lawick

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Coalenon et al

Sein's Deton

To

Comet Number 10

Land.

Deton

(Original)

Adel Oct. 6th 1858

Ohio 3rd only

COUNTY OF JEFFERSON, SS.

The State of Missouri.

To the Sheriff of the County of Jefferson--Greeting:

We command you, that you summon *Nicholas Coleman*
Peter Mahr and Caspar Ventzil

----- if they be
found in your County, that they be and appear before the Hon.
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 fourth Monday of *October*
next, then and there to answer unto *Drury Slavik*

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

Elias D. Honey
Witness, *THO. E. FLETCHER*, Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at
office, in Hillsboro, this *Sixth*
day of *October* A. D. 1858

Elias D. Honey

CLERK CIRCUIT COURT.

I executed the within Summons in the County
of Jefferson State of Missouri on Nicholas
Coleman & Casper Tenzil by reading it in their
presence and hearing on the 20th of October 1858
Oscar Loved Sheriff

No 42

Circuit Court

October Term 1858

1543

Orney Clark

vs. Summons

Nicholas Coleman

Peter Warbur

Casper Tenzil

Sherriff fee \$2 00
Peter Chapman Est 50

Discharged Oct. 2nd 1858
by Consent of Parties

Franz Slawik

Civil Action

Nicholas Coleman, Peter Mahr
and Benjil Casper

Article of agreement by
and between Franz Slawik, Plaintiff
and Benjil Casper, one of said defend-
ants herein. They agree to compromise
this suit as follows. The said Slawik
agrees to dismiss the proceedings and
not prosecute the same any further
and to pay one half of the cost. He further
agrees to make and execute to the said
Casper within a reasonable time a
~~quit claim~~ ^{Warranty} deed for the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of
Sec. 30, T. 43, N. 5, E. The said Casper
in consideration of said Slawik's agree-
ment as set forth above agrees to pay
upon the dismissal of the suit one
half of the cost and agrees further to
execute and deliver to the said Slawik
a ~~quit claim~~ ^{Warranty} deed to the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of
Sec. 30, T. 43, N. 5, E. provided however
that the said Slawik shall first exe-
cute his said agreement.

Given under our hands this 27th
day of October 1858.

Franz Slawik

Wm. H. Kiser

Heurich

Calender et al

Agreement
of
Confederates

Dated Oct-28th 1857
Chas. J. Hoover
Clerk

Slawick

Nicholas Coleman et al

In the Circuit Court
of Jefferson County
Oct. T. for 1858.

Now at this day come
Nicholas Coleman and Peter Wahr two
of said Defendants and for answer to the
petition of Plaintiff heretofore filed in the
behalf state, that they cannot deny the
facts set forth and the allegations made
in said petition but believe the same
to be correctly stated and that they believe
the prayer of said petition ought to be granted
they being ready at any time to cor-
rect the mistakes mentioned in said petition
& having fully answered pray to be dis-
charged.

N. Coleman & P. Wahr
By their Atty

N. Coleman, one of said Defendants, makes
oath & says he believes the foregoing answer
& the matters therein stated are true
sworn to & subscribed before me this 27th day
of Oct. 1858.
Elias J. Honey Clerk

Nicholas Killman

Stewart

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Coleman et al

Shirley of Coleman
and Mehn.

Old Cole 27th 1858
Ohio & Henry