

Jefferson County Circuit Court  
Case File - Civil

Box

17 Folder 47

May 1866, No. 81

Comstock, J. F.

Blackman, James

J. F. Comstock & Co.

vs.

Repp, Burtell S.

Debt, note

Debt \$423.15, involved mortgage  
on house and lot in Lacroisse,  
Wisconsin

La Crosse Wis. May 30 1856

\$423.15  
100

There are at the date for  
notice recd of purchase to pay to the order of  
J H Combs & Co their hundred & twenty  
three Dollars & twenty cents please  
form date payable annually without discount or  
deductions

Burnell & Co pay

Ch 33-33-

J. F. Comstock and  
James Blackman, doing  
business under the name  
and firm of J. F. Comstock & Co.

against  
Barrell S. Reppy.

In the Circuit Court  
of Jefferson Co. Mo.  
May Term 1866.

Plaintiffs state

Plaintiffs state, that on or  
about the 3<sup>d</sup> of May 1856. they were and still  
are doing business ~~as~~ copartners under the name  
and firm of J. F. Comstock & Co. that defendant  
by his promissory note herewith filed / dated said  
3<sup>d</sup> day of May 1856., promised to pay to the Order  
of said firm of plaintiffs, five years after the date  
thereof, for value received, Four hundred and twenty  
three dollars and 15 cents, with ten per cent in-  
terest from date of note, payable annually; that  
neither capital nor interest nor any part there-  
of has been paid, that plaintiffs are the legal  
holders of said note, and therefore ask Judg-  
ment for said capital and of Four Hundred and  
twenty three <sup>15</sup>/<sub>100</sub> dollars and interest thereon at  
the rate of ten per cent from May 3<sup>d</sup> 1856. till  
paid.

Thomas & Shivers

Attys for plffs.

John L. Thomas, atty for plff, being sworn  
upon his oath says, that he believes the foregoing pe-  
tition and matters as stated therein to be true.  
Sworn to and subscribed before me, this 20<sup>th</sup> day of January 1866.  
John L. Thomas.  
Henry F. Shivers  
Notary Public.

In witness whereof  
May 1866 Term

J. F. Barnstable

or,

James D. Hooper,

Notary in State,

Filed January 20 1866  
Saml. A. B. Hooper

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

Burrell, E. Reppy

if he be found in your County, that he  
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 second ~~Monday after the fourth~~  
Monday of May next, then and there to answer unto

J. F. Comstock & Co.

upon their original petition, a copy whereof is hereunto annexed and ac-  
companies this writ, and have you then there this writ.



E. A. Reppy

Witness, ELIAS F. HONEY, Clerk of our said Circuit

Court, with the seal thereof hereunto affixed, at office

in Hillsboro, this Thirteenth

day of February A. D. 1866

Saml. A. Reppy

Clerk Circuit Court.

I have enclosed the within writ in the County of  
 Jefferson State of Missouri on Burrell S. Poppy  
 the within named defendant on the 28 day of July  
 1866 by delivering to him a true copy of this writ and  
 annexed petition as furnished to me by the Clerk

C. C. Fletcher  
 Sheriff

TO JEFFERSON CIRCUIT COURT

2491

May Term 1866

J. H. Bennett & Co

vs. Burrell S. Poppy

1248

C. C. Fletcher Sheriff 1.50

423  
 4444  
 5677.15

Chd

J. F. Comstock &  
 James Blackman, doing  
 business under the name &  
 firm of J. F. Comstock & Co, - Plaintiffs }  
 Against }  
 Burrell S. Repp, - Defendant }

In the Circuit  
 Court of Jef=  
 ferson County  
 Missouri

The Defendant for Answer to the pe=  
 tition of Plaintiffs, admits that, on the 3<sup>d</sup> day of May  
 1836, he gave the Promissory Note mentioned in said pe=  
 tion to Plaintiffs, for \$420.13, payable five years after  
 date. But, Defendant denies that he justly owes  
 said Note or any part of it. So, Defendant states  
 that prior to the giving said Note, he was indebted  
 to one Mr. Welsh in the sum of \$2000, - and gave  
 him a Mortgage on a House & Lot in the City of  
 LaCrosse in the State of Wisconsin, - That afterwards,  
 Defendant paid \$700, on said debt to Welsh, leaving  
 about \$1600, with interest due on the same, - De=  
 fendant states that when he gave the Note to  
 Plaintiffs, he also gave them a Mortgage on the  
 same House & Lot, subject to said mortgage to said  
 Welsh, - said House and Lot, was then of the value  
 of at least five thousand dollars, - so, that Plain=  
 tiffs had more than double the amount of prop=  
 erty secured to pay their debt, after paying said  
 mortgage to said Welsh, - Defendant states  
 that some time afterwards, he notified Plaintiffs  
 that Welsh was about to foreclose his mortgage,  
 and that Plaintiffs then agreed that, as the prop=  
 erty was amply sufficient to pay both of said debts,  
 they would see to it, & make their money out of  
 said property, & release Defendant on said Note,  
 or, in other words, they would take said property

for the Note & interest accrued on, - Defendant was then about 40, & did soon afterwards, leave the State of Wisconsin, and came to Missouri. Defendant therefore denies that he owes said Note or any part of it, - as he states that Plaintiffs received said property in the manner stated for said Note & interest, - and it was <sup>and agreed between Plaintiff & Defendant</sup> well understood, that they would look to the property for the payment of said debt, & not hold Defendant personally liable. As the property was then amply sufficient for said purpose, and it was so admitted by the plaintiffs, who were perfectly willing, and agreed when Defendant was about to leave Wisconsin, to look to said property for their debt, and that they would <sup>subject to Melch's mortgage</sup> take said property for the same, - and Defendant therefore considers that the ~~said~~ Note and interest is fully paid, and he denies that he owes said money or any part of it.

A. Green  
Attorney for Defendant,

Burrell S. Reppy makes oath says the above Answer and the matters therein as stated he believes to be true.

Sworn and subscribed  
before me this 5th  
day of November 1866  
Samuel S. Reppy, clk

Burrell S. Reppy

J. H. Lowndes & Co.  
28,  
Brunell St. Doffhy

Showered

Filed March 1866  
J. A. Trefburg,  
Clerk

J. J. Comstock & Co  
B. S. Reppy,

The Plaintiffs move the Court to  
~~set aside~~ strike out the answer in this  
case & to render judgment for Plaintiffs  
for the following reasons.

1. Because said answer was not filed  
within the time required by law or the rules  
of this Court.
2. Because said answer was filed  
without leave of this Court.

Thomas D. Ahlberg  
Atty for Plaintiffs.

J. T. Comstock Secy

27

A. A. Phelps

Proctor to strike  
out answers &  
for Judgement.

Sited Nov 14 1866  
Samuel A. Phelps

J. F. Comstock Dec, Plffs

vs  
Burnell S. Steffy Defendant

Now at this day Come said  
Plaintiffs and move the Court  
to enter an order nunc pro tunc  
in the above entitled Cause confir-  
ming the judgment rendered in said  
Cause on the 18<sup>th</sup> day of November  
1866 by this Court in the following  
particulars in order to make the  
same conform to the judgment  
actually rendered to wit:

1. By adding the name of James  
Blackman, <sup>for原告</sup> his name having  
been omitted by the Clerk by  
mistake. Green & Monro, Attys for defts

J. F. Comstock Esq

<sup>2</sup>  
B. A. Reppy

Motion to Correct  
judgment.

Filed April 7<sup>th</sup> 1871  
W. S. Bayce