

Know all men by these presents that we the undersigned Clayton Jacobs and Arza Bisby as principals and Thomas W. Blaxter and David Whitmer as their securities are held and firmly bound unto the County of Ray in the State of Missouri in the sum of Three Hundred and thirty three dollars and fifty cents lawful money of the United States to be paid to the said County of Ray to which payment well and truly to be made we bind ourselves our heirs executors administrators and each of them jointly and severally, firmly by these presents In Testimony Whereof we have hereunto set our hands and seals this 10th day of May A.D. 1845. -

The condition of the above obligation is such, that whereas Thomas S. Bohannon bridge commissioner has let the contract of building a bridge across the west fork of Crooked River where the State Road leading from Richmond to Trenton crosses the same too. The said Clayton Jacobs and Arza Bisby for the sum of one hundred and sixty six dollars and seventy five cents (one hundred and twenty five dollars to be paid by the County of Ray for which the said principals look to the County Court - and the remaining

forty one dollars and seventy five cents they take the subscription list for.) Now therefore if the said Clayton Jacobs and Arza Bisby shall build the said bridge before the first day of July next, in a good substantial workman-like manner and in compliance with the order of the County Court of the County of Bay aforsaid in that behalf and shall keep the said bridge in good repair at the place aforsaid, for two years from the first day of July next - then the above obligation to be void - otherwise the same shall remain in full force and effect. -

Clayton Jacobs *Wm*

Arza Bisby *Wm*

The Warder *Wm*

D. Whitmore *Wm*

Taken by the undersigned
Bridge Commissioner this
15th day of May A.D. 1843. -

Thomas J. Bohannon

Clayton Brooks
Boston

To S Bond

The County of Way

Bridge Contract.

Thomas W. Johnson
Commissioner

State of Missouri } In The Circuit Court
Fifth Judicial Circuit } of the County of Ray in
the State of Missouri
September Term A.D. 1847.

Ray County to wit:

The County of Ray
(in the State of Missouri) complains
of Clayton Jacobs, Arza Bisbee, Thom-
as ~~as~~ Warder and David Whitmer,
of a plea that they render to the
said Plaintiff the sum of Three
Hundred and thirty three dollars
and fifty cents, of lawful money
of the United States, which they
owe to and unjustly detain
from the said Plaintiff.

For that whereas the said
defendants, heretofore, to wit, on
the tenth day of May in the year
of our Lord one thousand eight
Hundred and forty five, to wit,
at the County of Ray aforesaid,
by their certain writing writing
obligatory, signed with their hands,
and sealed with their seals, and
now shown to Court here, the
date whereof is a certain day and
year therein mentioned, to wit the
day and year aforesaid, acknowl-
-edged themselves, that is to say the
said Clayton Jacobs and Arza Bisbee
as principals, and the said Thom-
-as as Warder and David Whitmer
as their securities, to be held and

firmly bound into the said plain-
tiff in the said sum of Three hun-
dred and thirty three dollars and
fifty cents, above demanded, of
lawful money of the United States,
to be paid to the said Plaintiff,
to which payment well and
truly to be made the said defen-
dants thereby then and there
bound themselves their heirs
executors administrators and
each of them jointly and severally
firmly by the said writing oblig-
atory — which said writing ob-
ligatory was and is subject to
a certain condition thereafter
written, whereby after reciting
to the effect following, to wit,
that whereas Thomas L. Bohannan
bridge Commissioner had let
the contract of building a bridge
across the West fork of Crooked
River where the State Road leading
from Richmond to Trenton crosses
the same, to the said Clayton
Jacobs and Arza Bishbee for the
sum of One hundred and
sixty six dollars and seventy five
cents (one hundred and twenty five
dollars to be paid by the County of
Ray for which the said principals
looked to the County Court — and
the remaining forty one dollars
and seventy five cents they took
the subscription^{list} for.) It was con-

ditioned that if therefore the said
Clayton Jacobs and Arza Bishce should
build the said Bridge before the
first day of July next thereafter
in a good substantial workman-
-like manner, and in compli-
-ance with the order of the County
Court of the County of Ray afores-
-aid in that behalf, and should
keep the said Bridge in good
repair, at the place aforesaid,
for two years from the first day
of July next thereafter, then the
said obligation should be void,
otherwise the same should remain

in full force and effect;
which said writing obligatory and the condition were then and there
delivered to the said Clayton Jacobs and Arza Bishce
And the said plaintiff for
assigning a breach of the said
condition of the said writing
obligatory, according to the form
of the Statute in such case
made and provided, says, that
the said Clayton Jacobs and Arza
Bishce built the said bridge accord-
-ing to the said condition of the
said writing obligatory, before the
first day of July next after the date
thereof, and received their pay there-
-for, according to the said condition
of the said writing obligatory, —
but the said Clayton Jacobs and
Arza Bishce, did not keep the
said Bridge in good repair
at the place aforesaid for two
years from the first day of July

next after the date of the said writing obligatory - but on the contrary thereof, the said Bridge was swept away and afterwards to wit on the third day of June A.D. 1847 at the County of Ray aforesaid, swept away by a flood of water in the said Crooked River - and the said Clayton Jacobs and Arza Bishop did not from the said third day of June A.D. 1847 until the 1st day of July A.D. 1847, keep the said bridge in good repair at the place aforesaid, by rebuilding the same or otherwise but so to do they wholly neglected and refused, ^{at the County of Ray aforesaid} ~~and still to neglect and~~ ~~xxxx~~ - whereby the said Plaintiff was then and there, ^{and is} greatly injured and damaged, ^{to wit at} ^{the County of Ray aforesaid}

And the said Plaintiff for assigning a further breach of the said condition of the said writing obligatory according to the form of the Statute in such case made and provided, further says that the said Clayton Jacobs and Arza Bishop, after building the said Bridge and receiving their pay according to the said condition of the said writing obligatory as aforesaid, did not keep the said Bridge in good repair, ^{at the place aforesaid} for two years

next ~~after~~ ^{the date of the said} ~~from the 1st day of July A.D. 1845~~ ^{but in the}
~~contrary obligation~~ ^{contrary thereof} the said
Clayton Jacobs and Ezra Bishop
afterwards to wit on the 1st day
of May A.D. 1847 at the County of
Ray aforesaid, negligently suf-
fered a large quantity of drift
to accumulate above and against
the said Bridge, and suffered
the said drift to remain against
the said Bridge from the said
1st day of May A.D. 1847 until the
3rd day of June A.D. 1847 at the
County of Ray aforesaid, so that
by reason of the said drift being
suffered to accumulate and
remain above and against
the said bridge as aforesaid,
the said Bridge was on the
said 3rd day of June A.D. 1847 -
at the County of Ray aforesaid
swept away by the high water
in the said Crooked River -
and the said Clayton Jacobs
and Ezra Bishop have ever since
~~neglected and refused and~~
~~still do neglect and refuse~~
to from the said 3rd day of June
A.D. 1847 until the 1st day of July A.D. 1847,
~~neglected and refused to keep~~ ^{did not}
the said Bridge in good repair
at the place aforesaid by rebuild-
ing the same or otherwise
but so to do wholly neglected and

refused, whereby the said plain-
-tiff was then and then and is great-
-ly injured and sacrificed to
-wit, at the County of Kay afore-
-said. By reason of which said
-breaches the said writing obliga-
-tory became forfeited, and accor-
-ding to the said Statute an action
-bath accrued to the said plain-
-tiff to demand and have
-of and from the said defend-
-ants the said sum of three
-hundred and thirty three dollars
-and fifty cents, above demanded,
-yet the said defendants, (although
-often requested so to do) have
-not as yet paid the said
-sum of money above dem-
-anded, or any part thereof
-to the said Plaintiff or other-
-wise, according to the said
-writing obligatory and con-
-dition, but to pay the same
-have hitherto wholly refused
-and still refuse - To the
-damage of the said Plaintiff
-of one hundred and sixty
-six dollars and seventy
-five cents - and therefore
-the said plaintiff brings
-this suit &c.

George W. Duran
- Circuit Attorney
- for the Plaintiff.

State of Missouri
County of St. Louis

The State of Missouri

To the Sheriff of the County of St. Louis

You are hereby
commanded to summon Clayton Jacobs Sr, John Fisher Thomas
Wardner and Maria Whitmer to appear in the Circuit Court
of the County of St. Louis aforesaid at the Court house in the town
of St. Louis on the first day of the next term of said Court
it being the Sixth day of September next; then and there to
answer the Complaint of the County of St. Louis (in the State of Mis-
souri) in an action of debt (whereof fine not and mate due
return here upon execute this writ)

Witness Robert Lewis Clerk of the said
Court with the Seal thereof affixed at-
Office in St. Louis this 12th day of
August in the year of Our Lord
1851
R Lewis Clerk

The County of Ray

vs. } delict. -

Clayton Jacobs

vs. } Bish

Thomas W. Carter

& David Whitmer

Declaration.

The Clerk & wife
will receive a writ
of Excommunication -

William

Esquire Attorney

for peace & c.

Wm. J. Mason Sheriff

of Ray County

State of Missouri } of Geo. J. Mason Sheriff of the
County of Ray } County of Ray, aforesaid Certify
that I received the Within writ by Reading
the same to the Within named Defendants
Clayton Jacobs, Arza Bisher, Thos. Carter
and David Whitmer at the County of Ray
on the 16th day of August 1847
Geo. J. Mason Sheriff

Sheriff fees for serving this writ \$4.00

The county of Ray
At 3 P.M.,
Clayton J. Smith
Notary

May 10th September
1899 at Spring
Gard

The county of Ray }
vs. } Debit. In the Ray circuit
Clayton Jacob Vothens } Court of September Term 1897

The said defendants come and
defend the demand of the plaintiff.
P. Skanard
att. for defts

The County of Ray
vs
Clayton Jacobs
vs
John Fisher and others

21 March Term 1848

Hambley McCondo

Executed the within Subpoena by reading the same
to Thomas J. Bohannon, on the 17th day of February
1848.

Geo J. Wasson, Sheriff
By John A. Jacobs esq
Ray County

Sheriff's fee 50 cents

State of Missouri
County of St. Louis

The State of Missouri
vs. Thomas J. Scherman
Plaintiff vs. Defendant

You are hereby commanded to appear in the Circuit Court of the County of
St. Louis aforesaid at the Court House in the Town of St. Louis on the third
day of the next term of said Court; it being the 5th day of
March A.D. 1845 there and there to testify in a certain
matter of Controversy pending in said Court, to wit
The County of St. Louis is Plaintiff and
Clayton James, John Fisher and others are Defendants on the part
of the Plaintiff
Henry Fair will under the legal penalty

Witness Robert Smith Clerk of the said Court
with the seal thereof affixed at Office in
St. Louis this 16th day of February
A.D. 1845

R. Smith Clerk

I executed the within subpoena by reading the same
to Isaac Hale on the 17th day of February A.D. 1848,
Geo. J. Wasson, Sheriff
By Thos. Jacobs S. S.
Ray County

Sheriff's fee \$ 50

I executed the within subpoena by reading
the same in the hearing of the within named
Newmphony J. Connor on this 8 day of
march 1848
George J. Wasson
Sheriff By Tho. Warden
Dpt
Sheriff's Fee 50 cents

The County of Ray
vs. Eugene
Walter J. Jacobs
S. S. Thos. Jacobs S. S.

8th March 1848

Thos. Warden
S. S.

State of Missouri
County of St. Louis. The State of Missouri

vs.

Isaac Hale and Humphrey Homer

You are hereby commanded to appear in the Circuit Court of the County of
St. Louis, in the Court House in the town of Richmond on the
third day of the next term of said Court; it being the 8th
day of March A.D. 1848; there and there to testify in a certain
matter of Controversy pending before said Court. Witness

The County of St. Louis is
Plaintiff and Clayton Jacobs Arza Sieber and others are
Defendants on the part of the Plaintiff
None of said writ under the legal penalty

Witness: Schaeffer Clerk of the said Court
with the Seal thereof affixed to office
in Richmond this 17th day of February
A.D. 1848.

J. Lewis
Clerk

Friday 10th September Term 1827

William Litcher &
James M Litcher Executors
vs
John Riffe

It is ordered by the Court here that this cause be continued until the next Term of this Court

William Moore
vs
Edmond W Cotton and
William Snagg

Now at this day comes the plaintiff aforesaid by his attorney and publication of the Order made herein at the last Term of this Court being here present and the said defendants being solemnly called answer not but make default It is therefore considered by the Court

here that an interlocutory judgment by default against the same is hereby rendered against the said defendants and a writ of inquiry of damages is awarded accordingly and this cause is continued until the next Term of this Court

George Lemaux & George
vs
Thomas L & M Shaw

The defendant aforesaid by his attorney here files the statutory plea of general issue whereupon issue is joined and this cause is continued

William Wells and
Julian Ann Wells
vs
Thomas Phillips

The defendant aforesaid by his attorney here files the statutory plea of general issue whereupon issue is joined and this cause is continued

Ellen M. Warden
vs
George M Warden
Ann M Warden and
Luther P Warden

Now at this day comes the petitioner aforesaid by her attorney and it appearing to the Court here that defendants herein are all infants under the age of fourteen years it is ordered that Edward A Lewis be appointed guardian ad litem of said infant defendants and hereupon the said infant defendants by their guardian ad litem

file the statutory plea of general issue. And in Affidavits being made to the prayer of the said petitioner be it is ordered that the same be granted and that Alexander -
Elephant John M Murchison and John M Hughes be and they are hereby appointed Commissioners to assign and admeasure dower to the said petitioner in the land situate in the County of ...
land and real estate resides in said petitioners according to the prayer thereof and it is further ordered by the Court that the said Commissioners make full report of their proceedings herein at the next term of this Court and this cause is continued

Jesse Courtland
vs
Warron George

The defendant aforesaid by his attorney here files the statutory plea of general issue and this cause is continued

Jesse Noel
vs
James Snowden

The defendant aforesaid by his attorney here files the statutory plea of general issue whereupon this cause is continued

The County of ...
vs
Olympe Juinde et al

The defendants aforesaid by their attorney here files the statutory plea of general issue whereupon this cause is continued

In the Ray Circuit Court Saturday 11th March Term AD 1848
In behalf expended and that the said Plaintiff further recover against
the said Defendants the said sum of One hundred and forty six dollars
and seventy five cents for her damages in form aforesaid assessed
and that the said Plaintiff have expenses for the damages so assessed
together with Costs.

The County of Ray
vs
William A. Holman

Now at this day comes the plaintiff aforesaid by
her attorney and the Sheriff of the County of Ray
returns into Court here the report of Inquiry of dama-
ges awarded at the last term of this Court in the
Cause aforesaid reported upon James S. McCreary, Robert McCreary, W. C.
Benge, Charles A. Merchant, Joseph W. Cannon, Andrew McCallister,
John Penfro, Isaac Hale, David Sumner, Jacob McCreary,
Charles A. Carpenter, and Thomas J. Bohannon twelve good and law-
ful men of Ray County who came to the bar of the Court here and being
duly elected, tried and sworn well and truly to assess the damages in
the Cause aforesaid and a true inquisition made according to the evidence
after hearing the evidence in said Cause return to the Court here the following
Verdict to wit: That the jury do assess the damages to the sum of One hun-
dred and forty nine dollars and thirty five cents. W. A. Merchant foreman.
It is therefore considered by the Court here that the said Plaintiff recover
against the said Defendants in full the said sum of One hundred and
forty nine dollars and thirty five cents for her damages in form aforesaid
assessed as also her Costs and Charges in this behalf expended and that she
have expenses thereof.

Memorandum - Credit by County of Ray AD 1848 dated August 8th -
1846 \$53.
Interest on same to this date 8.34
\$61.34

Thomas J. Young
vs
S. J. Garrison on Petition
Granville S. Deagle and
Robert W. Sellers
Ruben Middleton &
Charles Terry Garrison

The death of the plaintiff aforesaid being here sug-
gested to the Court; it is ordered that a return of
said Deagle and said Garrison recover against the original defend-
ers herein and this Cause is continued to the next
term of this Court.

It is remembered that on this day personally appears in open Court here
George D. McCaskey Sheriff of the County of Ray in the State of Missouri
and produces before the Court here an instrument of writing under seal whereby
the said George D. McCaskey as Sheriff as aforesaid conveys unto James Hughes
the following land and real estate situated in the County of Ray aforesaid to wit:
The North West Quarter of the North East Quarter of Section first Township fifty
three Range twenty eight which said land and real estate was sold by the
said George D. McCaskey as Sheriff as aforesaid to the said James Hughes
by virtue of two several Executions to wit one in favor of Samuel King and
Abner D. King and the other in favor of Melissa and James Hughes
and both against Cornelius McCreary and the said George D. McCaskey as Sheriff.