

Jefferson County Circuit Court
Case Files - Civil
May 1868

Box 21 Folder 23

Lance, Joseph C.
vs.
Dinkins, James

Appeal

Defendant appealed from JP B.S.
Reply on \$120 note and \$25.20
account for wagon seat, cedar posts,
saddle, corn; James Evans interpreter
for 2 mules attached

Sold by Stevenson &



0190.

March 10 1867

Six months

after date

promise to pay

to the order of B. J. Althes

one hundred and twenty dollars

100 DOLLARS

for value received, negotiable and payable, without deduction or discount, and with interest from maturity, at the rate of ten per cent. per annum.

Due,

James Dickinson

"E. A."
I Assign the within
note To J. C. Lance
For Value Received
this the 14th day of July
1868.

B. F. McKee



Mr James. Linkins W^d
1867 To Joseph. C. Lance D^d
June 1 Spring. beat. for. Wagon \$5.00
June 1 Cartr — — 20.00
July 1 do Cartr 10.00
Oct 385 Cedar Post 10 f 32.50
Nov 1 Saddle & Hents 20.00
August & July Month Board B. D. McKee 12.00
" " 1 Pair Double Dressing Girdles 5.00
October 1 Wagon. Bed 12.00
" " 1 1/2 Bushels Corn 100 1.50
" " 2 S Cantling 85 min 1.70
\$119.70

1867 Cr —
August 10 By amt from J. W. Stephens \$42.00
" " 10 Bushels Corn from Wilson 10.00
July 1868 10 " Heamond & Thomas 10.00 62.00
Balance due J. C. Lance \$57.70
To date July 14th 1868

Darby's Mines Inc July 14th 1868

Dr By Medical attendance \$30.00
" account of John More 2.50
\$32.50

Bal due J. C. Lance \$25.20

Jas. Dickinson

act

vs

J. C. Lancer

Joseph C. Danel
to
James Cairns

Dr

1868 To hauling 550 Cedar
poor from Mill in
Jefferson County Missouri
45 boards at five cents
per foot

\$27.50

1868
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1898
1899
1900

852
58

For Sale
by
James Evans
Et al

offset of
Jas. Evans

filed

Filed June 16th 1868,
E. F. Honey &
Recorder.

THE STATE OF MISSOURI, To the Constable of

Township, Jefferson County, greeting:

You are hereby commanded to attach *Anna Dunning*, by all and singular, his goods, chattels, moneys, effects and credits, or so much thereof as shall be sufficient to satisfy the sum of *Twenty five Dollars \$25*, with interest and costs of suit, in whose hands or possession the same may be found, in your county, so that he be and appear before me, *Edw. McPherson*, a Justice of the Peace, within and for the said township and county, at my office in said township, on the *22nd* day of *September*, 18*68*, to answer the complaint of *Joseph Dunning*, and that you summon the said *Anna Dunning*, to appear before me, the said Justice, at the time and place aforesaid, to answer the action of the plaintiff; and, also, that you summon, as garnishees, all such persons found in your county, as may be directed by the plaintiff or his agent, to appear before the said Justice at the time and place aforesaid, to answer such interrogatories as the Justice may propound; and have you then and there this writ. Witness my hand, this *18th* day of *September*, 18*68*

Edw. McPherson, Justice of the Peace.

I enclose the within sent by leaving a true copy of the
 same at his usual place of abode of the within named Ben-
 den Thome Duntin in different County one with a whole
 dozen of the same and the age of 15 years on the 20 Day
 of Feb 1865 and by attaching the following Receipt
 from and Charles of the Defendant to wit Ben-
 den Thome Duntin

Bill
 The
 and
 50-21 Dr. William Duntin
 40-21
 90-21 of said Duntin

5487
 210
 45
 5742

Amount of \$25.20
 Paid to the
 1/25

STATE OF MISSOURI,

COUNTY OF JEFFERSON.

This day, personally appeared before me, B. S. Reppy, a Justice of the Peace within and for the county of Jefferson, aforesaid, Joseph C. Lance, and says that the plaintiff, Joseph C. Lance, has a just demand against James Dinkins, the defendant: and that the amount which the affiant believes plaintiff ought to recover, after allowing all just credits and set-offs, is Twenty five Dollars and twenty Cents; and that he has good reason to believe, and does believe, that the defendant James Dinkins is about to remove his effects out of this state with intent to defraud his creditors

Subscribed and sworn to, this }
18th day of February, 1868. }

Joseph C. Lance, Plaintiff.
mark

B. S. Reppy, Justice of the Peace.

Joseph C. Lance

James Dinkins

We, Joseph C. Lance, as principal, and J. Pritchell as security, owe and stand indebted to the State of Missouri, in the sum of Fifty two dollars, upon this condition: That the plaintiff in the above entitled cause, Joseph C. Lance, shall prosecute his action without delay and with effect; refund all sums of money that may be adjudged to be refunded to the defendant, James Dinkins, or found to have been received by the plaintiff, and not justly due to him; and pay all damages and costs that may accrue to any defendant or garnishee, by reason of attachment, or any process or proceeding in the suit, or by reason of any judgment or process thereon.

Approved this 18th day of February, 1868

B. S. Reppy, Justice of the Peace.

Joseph C. Lance
J. Pritchell

STATE OF MISSOURI,

COUNTY OF JEFFERSON.

This day, personally appeared before me, B. S. Reppig, a Justice of the Peace within and for the county of Jefferson, aforesaid, Joseph C. Lance, and says that the plaintiff, Joseph C. Lance, has a just demand against James Dickinson, the defendant: and that the amount which the affiant believes plaintiff ought to recover, after allowing all just credits and set-offs, is One hundred and twenty Dollars.

.....; and that he has good reason to believe, and does believe, that the defendant James Dickinson is about to leave the State with his effects with intention to defraud his creditor.

Subscribed and sworn to, this }
... 18. day of February, 1868. }

Joseph C. Lance, Plaintiff.
Mark

B. S. Reppig, Justice of the Peace.

Joseph C. Lance

James Dickinson

We, Joseph C. Lance, as principal, and J. Pritchett

..... as security, owe and stand indebted to the State of Missouri, in the sum of One hundred and forty dollars, upon this condition: That the plaintiff in the above entitled cause, Joseph C. Lance, shall prosecute his action without delay and with effect; refund all sums of money that may be adjudged to be refunded to the defendant, James Dickinson, or found to have been received by the plaintiff, and not justly due to him; and pay all damages and costs that may accrue to any defendant or garnishee, by reason of attachment, or any process or proceeding in the suit, or by reason of any judgment or process thereon.

Approved this 18th day of February, 1868.

B. S. Reppig, Justice of the Peace.

Joseph C. Lance
J. Pritchett

The State of Missouri, To the Constable of

Township, in

Jefferson County, Greeting:

We Command You to Summon

James Dickinson James Lewis vs L. Murphy
the undersigned, one of the Justices of the Peace of *Waller* Township, in Jefferson

County, on the *28th* day of *March*, A. D. 18*68*, at *10* of the clock in the

forenoon, at the office of

J. C. Lane in said Township, to answer to the complaint

of *J. C. Lane*.
Given under my hand this *18th* day of *February*, A. D. 18*68*.

J. C. Murphy
Justice of the Peace.

James
J C Jones

James Jones & Co
New York

W. Washburn
James & Co

the wind in Jefferson county
on this 20 Day of Oct 1865
by meeting the same in the presence
and hearing of James E. Smith, J.
Murphy and James Smith;
the within named defendant
free &

Amount of Debt \$100

James Jones & Co
Cavallo Jones & Co

THE STATE OF MISSOURI, To the Constable of *Waller*.....

Township, Jefferson County, Greeting :

You are hereby commanded to attach *James A. Buchanan*....., by all and singular, his goods, chattels, moneys, effects and credits, or so much thereof as shall be sufficient to satisfy the sum of *One hundred twenty Dollars* with interest and costs of suit, in whose hands or possession the same may be found, in your county, so that he be and appear before me, *Wm. McKee*....., a Justice of the Peace, within and for the said township and county, at my office in said township, on the *28th* day of *March*., 18*68*, to answer the complaint of *Joseph C. Vance*....., and that you summon the said *James A. Buchanan*....., to appear before me, the said Justice, at the time and place aforesaid, to answer the action of the plaintiff; and, also, that you summon, as garnishees, all such persons found in your county, as may be directed by the plaintiff or his agent, to appear before the said Justice at the time and place aforesaid, to answer such interrogatories as the Justice may propound; and have you then and there this writ. Witness my hand, this *18th* day of *February*...., 18*68*

Wm. McKee....., Justice of the Peace.

I enclose the within writ by bearing a true copy of the same at his weekly place of abode of the within named Depon-
 dent James Smith in Jefferson County N.Y. with a subpe-
 nas of the said writ and the age of 15 years on the 27th
 day of Oct 1868 and to attending the following (Succid)
 laws and chattels of the Defendant to wit one parcel
 one milk one Brown mare milk

Attest before me this 27th day of Oct 1868

The Secy
 mil 40
 90 26

James Smith
 James Smith
 James Smith

STATE OF MISSOURI,

SS.

COUNTY OF ~~ST. LOUIS~~

TO

J. L. Murphy & Thomas Davis

YOU are hereby commanded, that, all excuses and delays being set aside, you personally be and appear before the undersigned, a Justice of the Peace within and for the Township of St. Louis, in the County of ~~St. Louis~~ *St. Louis*, on the *28th* day of *March* 1868, at the hour of *10* o'clock, *P* M., at his office in said Township, to testify on the trial of a case wherein

J. C. Lane

plaintiff, and

James Davis

defendant,

on the part of the *Defendant*; and of this you are not to fail at your peril.

Given under my hand this *29th* day of *February* 1868.

B. W. R. J. J.

JUSTICE.

SUBPOENA.

VERSUS

I executed this writ in
 Jefferson County Mo
 on the 12 Day of March
 A D 1868 by reading the
 same in ^{Justice} the presence
 and hearing of G. S. Murphy
 the within named and also
 by drawing a true copy
 of same at the usual
 place of abode of the within
 named John Evans with
 a white person of the family
 over the age of 15 years
 on the 12 Day of March 1868
 Fees 50cts
 Mil 40c
 90cts R. Washburn
 Clerk

Joseph C. Lance Plaintiff }
Against } Before B. S. Reppy justice of the peace
James Dinkins defendant }

We James Dinkins defendant in the above
entitled cause as principal and James Evans and
C. L. Foster as Securities Stand indebted

to Rudolph Washburn Constable of Wall
Township in the County of Jefferson his
Successors or assigns in the Sum of five hundred
dollars upon the Condition that ~~is~~ if the said
James Dinkins shall lose the property
found in his possession and attached by
virtue of a certain Writ of Attachment
now in ^{the} possession of the said Rudolph Washburn
Constable as aforesaid that is to say
One Brown or Bay Mare Mule and one
Dark horse Mule or Yellow colored in
certain suit now pending before B. S.
Reppy justice of the peace within and
for the Township of Wall County aforesaid
wherein Joseph C. Lance is plaintiff and
the said James Dinkins is defendant
forthcoming when and where the said
justice shall direct and further abide
the judgement of the said justice this
Bond shall be void otherwise ^{it shall} remain
in full force

Witness our signature and seals James Dinkins
this 29th day of Feb 7d 1865 James Evans
attest

R. Washburn
Const of Wall
Township

C. L. Foster

Seal
Seal

L. B. Beach Plaintiff }
Against } before B S Preppy
James Dinkins Defendant } Justice of the Peace

We James Evans Garnishee in the above entitled
cause as Principal and C. S. Foster
as Security Stand indebted to Dr. Washburn
Constable of Valle Township in the county of Jeffe-
son his Successor as assigns in the Sum of
Five hundred Dollars upon the Condition that
if the said James Evans shall have the Property
Found in his possession and attached by virtue of
a certain writ of attachment now in the Posses-
sion of the said Dr. Washburn Constable as aforesaid
that is to say one horse mule yellow color
one mare mule Brown color in a certain
suit now pending before B S Preppy a Justice
of the peace within and for the Township and county
aforesaid wherein L. B. Beach is Plaintiff and ~~James~~ ^{the}
said James Dinkins is Defendant: Forthearing when
and where the said Justice shall direct and
further abide the Judgment of the said Justice
this bond shall be void: otherwise it
shall remaine in full force
witness our Signatures and Seals this 14th
Day of March 1868

Attest
Dr. Washburn Const
of Valle Township

James Evans seals
C. S. Foster seals

Joseph C. Linner Plaintiff
vs
James D. Higgins Defendant

} attached \$25 per \$2500
} due to the price

Has keeping and taking care of two hives and
attachment five days at one dollar per day & give
this 28 day of March 40 1865

Abner
H. D. Higgins
justice of the peace

Beulah, Washburn
com of the State

State of Missouri
County of Jefferson,

To Franklin Williams.

You are hereby commanded, that all excuses and delays being set aside, you personally be and appear before the undersigned a Justice of the Peace, within and for the Township of Valle, in the County of Jefferson on the 28th day of March AD 1868. at the hour of ten o'clock A. M. at his office in said Township, to testify on the trial of a case wherein J. C. Lance is plaintiff and James Benkin is defendant, it being an attachment case, and in which James Evans is interpleading, claiming the property attached.

Given under my hand this 28th day of March AD 1868.

V B Rapp
Justice of the Peace.

Suprema

Job Lane

or

James Denton

Interpleaded
of James Evans

Dec 25th

J. M. Whitcomb Comptroller

I have on foot the within suit in the
County of Jefferson State of Tennessee
on the 28th day of March 1868 by leaving the
same in the hands of Attorney at Law

Joseph Lance } Before R. S. Keppy
vs } Justice of the Peace
James Dickinson }

James Evans interpleader
for the the property attached
in the above entitled Cause
by the Constable at the instance of
the Plaintiff makes Oath and
Says that the Application for
an appeal from the Judgment of
the Justice in favor of said
plaintiff and against said
Evans as interpleader in said
Cause is not made ~~made~~ for
vexation or delay but because
~~said~~ said James Evans interplead-
-er believes he is injured by
the Judgment of the Justice

Sworn to and
Subscribed
before me this
28th of March 1868
Newman Parris
Justice of the Peace

James Evans

Laure
on
Dunkin
Wang
Interpleading

Affidavit for
appeal

J. C. Lance
James Dinkens ^{on} Before
B. S. Keffy
Justice of the Peace

Now at this day comes James
Evans and says ^{on oath} that he is the
owner of the property attached in
this cause, to wit, one Sorrel
horse mule & one Brown mare
mule and asks that the same
be released to him James Evans

Sworn to and
Subscribed
before me this
28th of March 1868
B. S. Keffy
Justice of the Peace

Lance
or
Dickins

James Ewing
interplea

J. C. Lance
James Dickinson & Justice of the Peace
Before
B. S. Reppay

Now at this day comes
James Evans and says on oath
that he is the owner the
property attached in this cause
and asks that the same be
to him released that is to say he
is the owner of said Ford horse
mule & Brown mare mule

James Evans

Sworn to and
Subscribed before
me this 28th of March
1868

B. S. Reppay
Justice of the Peace

Lance
on
Dustin

Las Vegas
interplea

Joseph Lance } Before B. S. Kippay
vs } Justice of the Peace
James Dinkins }

James Evans, Interpleader;
James Evans, the affiant on his oath
says that this application for an ~~appeal~~
Appeal by said Evans as interpleader
for the property attached by the constable
at the instance of plaintiff in the above
Cause is not made for vexation or
delay but because said James Evans
believes that he is injured by the
Judgment of the Justice James Evans

Signed,

Sworn to and
Subscribed before
me this 30th of March 1868

B. S. Kippay

Justice of the Peace

J. Lance

J. ^{vs} Jenkins

James Evans
interpleader

Affidavit
for Appeal

Know all men by these presents that we the
undersigned James Evans James C. Power
acknowledge ourselves indebted to Joseph C
Lance in the sum of one Hundred Dollars
to be paid upon this condition whereas
James Evans has appealed from the judgement
of B. S. Rippey a Justice of the Peace in an
action between Joseph C. Lance plainiff
James P. McKens Defendant and James Evans
Interpleader now if on such appeal
the judgement of the Justice be affirmed or
if on the Trial anew in the appellate
Court judgement be given against the appell
ant and he shall satisfy such judgement
or if his appeal shall be dismissed
and he shall pay the judgement of the
Justice together with the costs of the appeal
this recognizance shall be void

James Evans *Plff*

James C. Power *Def*

Taken and approved of C. L. Foster *Seal*
this 30th day of March 1868

B. S. Rippey
Justice of the Peace

Appeal Book

James Evans Interpreter
Mrs

Joseph C. Lancer

Know all Men by these presents that we the undersigned
James Evans Jacob S. Murphy and James C. Powers
acknowledge ourselves indebted to Joseph C. Lance
in the sum of ~~three hundred~~ ^{and fifty} dollars to be void
upon this condition whereas James Evans has
appealed from the judgement of B. S. Rippey a
Justice of the Peace in an action between
Joseph C. Lance plaintiff James Evans Defendant
and James Evans Intervener now if on such
appeal the judgement of the Justice be affirmed or
if on the Trial anew in the appellate court
judgement be given against the appellant and
he shall satisfy such judgement or if his appeal
shall be dismissed and he shall pay the judgement
of the Justice together with the costs of the appeal
this recognizance shall be void

James Evans *Seal*
J. S. Murphy *Seal*
Jas. C. Powers *Seal*
James S. Williams

Approved this
30th day of March 1868

B. S. Rippey
Justice of the Peace

Jos. Lane
by
Jas. Dinkins
James Evans
interpleader

Appeal Bond
of Interpleader

J. L. Lane

James Evans & Co. Boston

Appeal Bond

Before B. L. Reppy
Justice of the Peace -

Joseph C. Lance
Plaintiff

James ^{aged} Denkins
Defendant

Deposition of Benjamin
F. McKee, a witness produced, sworn
and examined, before me B. L. Reppy,
Justice of the Peace, at my office in
De Soto in the County of Jefferson,
in the State of Missouri on the
13th day of March 1868 in a certain
cause pending before me wherein
Joseph C. Lance is plaintiff and
James Denkins is defendant on
the part of the plaintiff.

Benjamin F. McKee of lawful age, being
duly sworn on the part of the plain-
tiff, deposes and says -

Ques. Any arrangement or contract between
you and Denkins?

Ans. There was, Denkins and I were to
have in the team of four mules

Ques. What was the arrangement as to
boarding with him?

Ans. While I was at his house attending
to team my board was to cover me
nothing.

Ques. ~~You live there how long~~ Did you do
Mr Denkins things while you were
there?

- Ans I did - I did his feeding - watered his horse -
- Ques - When was it you did those chores for defendant -
- Ans I left there on the 9th of October 1867. I cant tell how long I boarded them I think about six weeks -
- Ques Did you have any contract with the defendant while you were there?
- Ans None except I was to have my board -
- Ques Did you sell defendant a mule?
- Ans I did on the day after I left -
- Ques - What did you receive for that mule?
- Ans A note -
- Ques What date & for what amount?
- Ans Oct 10 - 1867 & for one hundred & twenty dollars -
- Ques Is this the note (note in court shown witness & marked "Ex A")
- Ans It is -
- Ques What did you do with that note?
- Ans I sold it to plaintiff -
- Ques Is that your signature?
- Ans Yes -

Cross Examined by defendant's Counsel

- Ques Where those revenue stamps on that note when you got it?
- Ans No they were not -
- Ques Where those revenue stamps on the note when you gave it to plaintiff?
- Ans They were -
- Ques Was that note ever one of your possession

from the time you received it until you transferred it to plaintiff?

~~Ans~~ It was not.

Ques Who wrote the assignment on the back.

Ans George McFarlin on the 14th of Febry 1868. I held the note four months before I sold it to plaintiff.

Ques Who put these stamps on this note

Ans I do not know. They were not on when ~~defendant~~ gave it to me he did not put them on.

Ques Were these stamps on when you gave this note to plaintiff?

Ans I cant say that they were.

Ques What was note given for

Ans For a mule.

Ques Did you get a pair of pants from Defendant?

Ans I got a pair on his account from Plunk & Knopp, they were seven dollars & a half. They were charged to defendant. I also got a clothes brush on his account it was fifty cents. also also suspenders seventy five cents. one shirt one dollar & twenty five cents, one neck tie twenty five cents, crupper one dollar & fifty five cents. one pair of shoes two dollars & fifty cents. also the shoeing of a mule I believe two dollars & fifty cents. Defendant also attended me while I was sick. I was sick two or three days I had the ague - he broke the

agree - he attended me boarded me
and gave me medicine while Chad is
I had my washing done at his house -
Ques How did you come to go to his house first?

Ans I went there to work for him at \$1.00 per
day - It was in July 1867. hauling cedar
chopping. I left there the 9th day of
October. I can't say when the arrange-
ment was made between the doctor
(depr) & me as to driving team. I boarded
five weeks of the time with plaintiff,
the balance of the time between July and
October 9th I boarded with defendant.

Ques What was the arrangement between
you and defendant?

Ans Defendant and I were to make up a
four mule team, he was to furnish
two mules and two - I was to drive
the team & we were to be full & equal
partners - doing general hauling & in
the partnership he was furnish me
board for looking after the team -
I never furnished the two mules but
~~the~~ I never drove the team. I sold
one to defendant, and let him (Defen-
dant) take it back - I never drove
a day as my agreement called for -
The team was out only once before I left
defendant. I did not drive it, de-
fendant got a man to drive it -

Ques At the time you sold this note to
plaintiff, did plaintiff know that
there were unsettled matters between
you and defendant?

Ans Plaintiff did - he knew of these things I got from the store & the dealings between Defendant & myself -

Ques How much did plaintiff give you for this note?

Ans He gave me no money - he gave me a share of a lot in the mines -

Ques Are you to receive any of the money upon this note when collected?

Ans No Sir -

Re direct -

Ques How much was you to give for the prospect?

Ans \$125⁰⁰

Ques How much did you work for defendant after you left my house & before the team started

Ans four days -

The goods I got from defendant and on his account were all obtained during the year 1867 & 1868 - I got seven-
teen dollars in cash - I let defen-
dant have a mule collar it was
worth three dollars - I paid ~~seven~~
paid one dollar for oats - he
borrowed a revolver from me -

Benjamin F. McKee

I. B. S. Reppy. Justice of the Peace
do hereby certify that Benjamin
F. McKee, the deponent whose

is recorded in Big River Township
in the County of Jefferson and State
of Missouri was by me known to the
author truth of his knowledge being
the matter in controversy in the case
aforesaid that his deposition was
reduced to writing subscribed in my
presence on the 13 day of March
1868 between the towns of ten acres
in Lawrence & five acres in
the Jefferson as deeds in the County
of Jefferson State of Missouri.

J. B. H. H.
Justice of the Peace

22.49
Transcript
from
Justice

Joseph Lancel
vs
Jas Dinkens

Filed April 6 1868
E. P. Honey

De Jato May 31/68

We the Jury find in favor
of the Decedent \$18 ⁴⁵/₁₀₀ Eighteen
Dollars and forty five Cents and
Costs

Attest: J. A. Dittman
J. A. Dittman

J. C. Lance
Vs.
James Denkins
James Evans &
J. L. Murphy
Jury Verdict

Filed June 16th 1868,
E. P. Honey, Clk

James Denkins

Joseph C Lance } Suit by Attachment on Note for \$120⁰⁰ dated
James Dinkins } Oct 10th 1867 payable six months after date
to the order of B. F. McKee with ten per cent interest per annum

Justices fees
Docket & index 20
affidavit 35
Bond 35
Attachment 75
Cert. aff. doct 15
Deposition 35
Exhibits 35
Subpoena 35
Judgment 50
App. doct. & pay 35
Arrest 35
Transcript 1 00
5.05

Constable fees
attachment 50
Mileage 40
Bond 50
Mileage 40
Subpoena 50
and
keeping 2 mules
& 8 days allowed
by justice 9 00
14 30

Witness fees
J. L. Murphy 50
John Stollon 50
John Williams 50
Rude Washburn 50
J. C. Lance 50
2 50

after due signed James Dinkins And assigned to
J. C. Lance Feb 14th 1868: Attachment issued this 18th
day of February 1868 Returnable March 28th 1868—
March 28th 1868 Constable returned Attachment
duly served by leaving a Copy at the House of the
Defendant and Attaching two mules And the
parties thereupon appeared in person And James
Evans Comes and files his Claim to the property
Attached in this Cause as belonging to himself and
Not to James Dinkins the defendant in this Cause
and Wares to the Same Whereupon the proofs and
allegations being heard it is considered that the
property Attached (namely) two mules as Stated on
the return of said attachment is the property of
James Dinkins and Not the property of James
Evans and that the plaintiff recover judgement
for one hundred and twenty dollars When the Note
becomes due which will be April 10th 13th 1868 and
the costs of this Suit Taxed at \$17¹⁵ and have
thereof Execution And on this 30th day of March
1868 Comes the said James Evans interpleader
in this Cause and files his affidavit and Bond for
appeal ^{with} J. L. Murphy J. C. Powers and James Williams
as security which is granted by the justice
B. S. Rippy
Justice of the Peace

State of Missouri
County of Jefferson }
J. B. F. Reppay

and for Jefferson County do certify the foregoing
to be a full and complete transcript
of the entire and unsecting in the case of
Joseph & Lane vs James Rankin and James
Rankin interpleader as the same are as
record on my docket and that the papers
thereto attached are all the original papers
on file in my office

Witness my hand this 31st day of
March AD 1868

J. B. Reppay
Justice of the Peace

J C Lance

vs

James Durkin

James Evans interpleader

Transcript Justices Docket
of B Skippy J.P.

J C Lance

Is

Suit on account by Attachment for \$25.22

James Dinkins & Attachment issued this 18th day of Feb 1868 to R Washburn Constable returnable Feb 29th 1868

Justice fee

Book & entry 20

affidavit 35

Bond 35

attachment 15

Sub poena 35

Curly affidavit 15

Curly Disposit 35

Continuance 35

Judgement 50

3.35

affidavit of pl 35

affidavit Bond 35

James crop & sold 100

8.05

Feb 29th Constable returned Attachment executed by leaving a copy at the House of the Defendant and

attaching two mules And for good Cause shown and at the request of the plaintiff this Cause is Continued until

March 28th 1868 at 10 o'clock And on this 28th day of

March 1868 Come the parties in the above entitled Cause

also Comes James Evans ^{as interpleader} and files his Claim to the property

attached in this Cause as belonging to himself and not

Constable fees to James Dinkins and Swans to the same Whereupon

attachment 50

mileage 40

Sub poena 25

1.15

By the Justice that the property attached is not the

property of James Evans but the property of James

Dinkins and that plaintiff recover judgement for

twenty five dollars and twenty cents debt and ^{also} costs

of Suit and have therefor execution And on this 30th

day of March 1868 Comes the said James Evans

Witness

Franklin Williams ⁵⁰ interpleader in this Cause and files his affidavit &

Bond for appeal with Jas C. Powers and C. L. Foster

as Security which is granted by the Justice

Bd Rippy J.P.

State of Missouri
County of Jefferson 3d

I D D R for a notice of the place where and
on Jefferson County the sitting the foregoing to be
a full true and complete transcript of the entire
and proceedings in the case of Joseph Lawrence
vs James Robinson & James Lewis inty, under
no the name in of record in my docket and
that the papers ~~therein~~ ^{therein} attached are all
original papers on file in my office where
you have this 31st day of March 1858

D D R / my
justice of the peace

Joel Lance

vs

James Jenkins

James Jenkins interpleader

Transcript Justice Docket

F B S Rep by J. P.

COUNTY OF JEFFERSON,

The State of Missouri,

To

Charles C. Smith, Jacob M. Smith

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 *10th day of May, 1868,* 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

Jacob M. Smith, &c

Plaintiff, and

Samuel B. Smith, &c

Defendant, on the part of *Defendant* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court, with the seal thereof hereto affixed, at office, this *2nd* day of *March* . . . A. D. 186*8*.

E. F. Honey Clerk.

For Charles C. Smith

SUBPŒNA.

TO

Jefferson Circuit Court

May TERM, 1861.

Joseph Lance
vs
James Dinkins

To Capt
Charles Crane
Jacob Murphy
John Williams
Sheriff fee \$1.00

I executed the within Subpoena in Jefferson County
Missouri on Charles Crane and Jacob Murphy on the
24 day of April 1861 by Reading the same to each of them

John Williams Sheriff
By R. G. Whithear Deputy

COUNTY OF JEFFERSON.

The State of Missouri,

To

Charles Adams & Jacob Marshall

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 *10th day of May 1868* 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

Plaintiff, and

James W. Randall vs

Defendant, on the part of

Defendant

and herein you are in no wise to fail.

Witness, ELIAS F. HONEY, Clerk of our said Court, with

the seal thereof hereto affixed, at office, this *2nd* day

of *April*. A. D. 186*8*.

Elias F. Honey

SUBPŒNA.

TO

Jefferson Circuit Court

May TERM, 1868

Joseph H. Lance

vs
James Pinkens

For Debt

Charles Evans +
Jacob Murphy +

Sheriff fee \$1.00

24

I served the within in Jefferson County Mo
on the 24th day of April 1868 by beating the
door to Charles Evans & Jacob Murphy

John W. Conway Sheriff

COUNTY OF JEFFERSON.

The State of Missouri,

To

Archibald McMillan & George Duley

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 13th day of May 1868, 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

Plaintiff, and

James M. Daniels
James Daniels

Defendant, on the part of

James M. Daniels

and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court, with the seal thereof hereto affixed, at office, this 2nd day of May A. D. 1868.

E. F. Honey

Clerk.

As Attest

SUBPŒNA.

TO

Jefferson Circuit Court

May TERM, 186

Lance

vs
Pinkens

For Pfft

And Washburn &

Geo Purley

John Williams

Shrill fee \$100

Given to the within of Jefferson County Mo
on the 12th Day of May 1868 in the
Hand Washburn and George Presley
by Reading the same to each of them
John Williams Henry

COUNTY OF JEFFERSON.

The State of Missouri,

To

Samuel Hamilton Jacob Nickerson
John Walker *Franklin Williams*

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 *13th day of May 1868,*
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

Plaintiff, and

Jacob H. Lane is
James Dickerson is

Defendant, on the part of

Plaintiff

and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court, with
the seal thereof hereto affixed, at office, this *5th* day
of *May* A. D. 1868.

Clerk.

Elias F. Honey
Per C. O. H. H. H.

SUBPŒNA.

TO

Jefferson Circuit Court

May. TERM 1861.

Lance
vs
Lankens

For Debt

Saml Herrington

Jacob Wideman

the Stapleton

Frank Williams

John Williams
Shoniff & Co

I served the Within in Jefferson County
Mo on the 12th Day of May 1861
I Herpington Jacob Wideman John
Stapleton and Frank Williams they
Refusing the same to receive them
John Williams & Co

COUNTY OF JEFFERSON.

The State of Missouri,

To

James H. Hannon

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 *13th day of May 1868*

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

Plaintiff, and

Joseph Daniel

James Hannon

Defendant, on the part of

Plaintiff

and herein you are in no wise to fail.

Witness, ELIAS F. HONEY, Clerk of our said Court, with
the seal thereof hereto affixed, at office, this *2nd* day
of *May* A. D. 186*8*.

E. F. Honey Clerk.

A. C. J. Hannon Sefy

SUBPENA.

TO

Jefferson Circuit Court

May TERM, 186

Lance

Dankens

For Relf

Sam Keerington
Jacob Wideman +
John Staptin +
Frank Williams

John Williams
Sheriff fee \$2.00

I served the within in Jefferson County, Mo
on the 12th day of March 1868 in
presence of Henry Jackson
Murrel Stenning & Jacob Wideman
John & Charles each of Williams
by reading the & since to each
of them John Williams Sheriff

COUNTY OF JEFFERSON.

The State of Missouri,

To *Wm. H. Hunt & George Dealey*

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 *13th day of May 1868* 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

Plaintiff, and

Joseph Sanders vs
James Pinkens

Defendant, on the part of *Plaintiff* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court, with the seal thereof hereto affixed, at office, this *24th* day of *May* . . . A. D. 186*8*.

Elias F. Honey Clerk.

Per C. O. Morris *clerk*

SUBPŒNA.

TO
Jefferson Circuit Court

May Term, 1867,

Lance
vs
Dinkens

For Plff

Rudolph Washburn X
George Presley

Shoriff
per \$100

I hereto certify in & to the County
of Missouri in the May
May 1868 on Rudolph Washburn and
George Presley by executing the same to
each of them

John Williams
Shoriff

COUNTY OF JEFFERSON.

The State of Missouri,
To William McKay,

(GREETING :

YOU ARE HEREBY COMMANDED, That setting aside all manner of excuse and delay, you appear before our ^{Circuit Court} ~~Circuit Court~~ for the County aforesaid, on the fourth day of March, 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 James Danvers is

Plaintiff and

James Danvers

Defendant, on the part of.

Defendant, and herein James Danvers in no wise to fail.

WITNESS, SAYL A. REPPY, Clerk of our said Court,

with the Seal thereof hereto affixed, at office, this

13th day of May A. D. 1868

Oliver P. Henry Clerk.

SUBPENA.

To
Jefferson Circuit Court

May Term, 1868

James Lance
vs

James Dinkins

for Plaintiff

Wm McKay

John Williams

Sheriff fee 50

I executed the within subpoena in Jefferson
County & Missouri on William McKay by reading
the same to him

your

of the Committee who the Court to declare
the law of the case as follows;

- 1- If the Court sitting as a Jury believes
from the evidence that the sale of the
mule in question was not a Contract
sale, then the finding should be for
Committee,

Refused

If the Court sitting as a Jury
Should ^{not} find ~~that the facts~~
The payment of the purchase money
of the mare mule was a condition
precedent to the passing of the
title to Jenkins but if the Court
Should find that said Earens
was to have a Lien on said mule
for the payment of the purchase
money and if the Court
further find that the Lien
of the attachment has ceased
to exist then the Court will find
said ~~mare mule~~ Earens entitled
to recover said mule in this action

Refused

2nd The Court further declares
the same to be that if Dinkins
was in debt to James Earens on
the fourth of March Last in the
sum of the two notes read in ~~Evidence~~
Evidence in favor of Joseph Harrison
and Wm Maupin in consequence of
said Earens having paid or settled
said notes and if Dinkins ^{on that day} sold
and delivered the horse mule in
question to James Earens in part-
payment of such indebtedness
to Earens and if Dinkins had
said mule in his possession at the
time by reason of having given a Bond
~~to said~~ for the delivery of said mule
~~to said Constable the Constable who~~
~~levied the writ of Attachment in~~
~~this case on the return day of~~
~~said writ of Attachment and if~~
The Constable who levied said
writ of Attachment for the forth-
coming or delivery of said mule
according to the order of the Justice
and that said mule was delivered
by said Earens to the Constable
who levied said writ on the
return day of said Attachment

and if said Constable afterwards
delivered said mule to said Eavans
without taking any further
Bond for the ^{future} delivery of said
mule to said Constable or any
receipt or writing for the same
and if from the Transcript of
the Justice it does not appear
that said Justice made any order
before this appeal was taken by
Eavans in regard to the disposition
to be made of said mule then in
that event the Court declares the
Law to be that the Attachment-
Service in this cause on said mule
has ceased to be a lien on said
mule and as the sale of said mule
by Driskins to Eavans passed the
title to Eavans subject to said writ
of Attachment the finding of
the Court will be for the said
Eavans for said Horse mule,

2 - The facts in evidence of James Evans taking a note for the mule in question, - and after this attachment was levied upon the mule in question, telling the constable to hold his ^{Evans} attachment in hand, and if Dinkins settled that off Lance's attachment, then to levy his, - Evans's attachment on the same mules attached by Lance, - are prima facie, if not conclusive evidence that the sale of the mule by Evans to Dinkins was not conditional.

3 - If the Court believes that Evans had only a verbal lien on the mule sold to Dinkins, then, in the absence of proof of notice of this to Lance, the finding should be for Plaintiff.

Refused

4 - The Note read in evidence by James Evans the interpleader, as being the Note given to him by Dr. James Dickie for the Mule in question, does not show that the sale of the mule was Conditional, - therefore all testimony introduced, tending to add to the contents of said Note, by showing that the sale was conditional, is excluded.

Lance }
 as }
 Dinkins } Earens, Interpleader

The sale was conditional
 the payment of the consideration of the
 mare mule was a condition precedent
 to the passing of the Title; If so the
 consideration never having been paid
 the mare mule is yet the property of
 Earens. 36th Mo. 479

The Testimony shows this, (viz.)

James & Chas. Earens.

The Testimony of Washburn
 does not effect the Testimony of James &
 Chas. Earens. The Court will remember
 that the Cir. Court Attachment was based
 on notes only & that Dinkins owed Earens
 on act hire. Lance Attachment Seized
 File. 20th, Conversation with Washburn
 between File. 20th & Mar. 4th date of settlement.
 It was reasonable for Earens to want
 an attachment up to time of settlement.
 Mar. 4th when the horse mule was turned
 over to him, & the mere fact of Earens
 saying (if he in fact did so state) that he
 wanted Attachment. Seized on mules instead
 of mule does not disprove the evidence
 of Jas. & Chas. Earens & Washburn to the effect -

That the sale of the mare mule was conditional
Eavans is ignorant of Law. Perhaps he
thought that he ought to have the attachment
so as to prevent any other Cr. from getting
in before him with another attachment in his
absence, & preventing him from getting the
possession of his own mule.

The Testimony of McKay is conclusive on
this point only the Harrison & Maupin were
settled on Mar. 4th one for 115 + one 120 = \$235.
and little int. McKay says the debts were
considered ~~\$440~~ \$240. The note for mare
mule was not settled. Eavans had mare mule
in possⁿ & he agreed to dismiss Cir. Ct. suit
which would cause him to loose \$100. note
(given for mare mule) which leaves it unpaid
Must not the parties have considered this mule
sale ~~an unconditioned~~ a conditional sale from
the fact that it was not mentioned & McKay
says it was not.

But if the Court should not be disposed to take
this view, then it is Admitted that it is
a mortgage if not a conditional sale. (I do
not think it necessary to cite authorities to prove
this as it is not denied.)

If then the Court should think the transaction was a mortgage, then Eavans is the owner as against this Attachment even if Lance had no notice if the Attachment has ceased to be a Lien

If the Attachment has ceased to be a Lien, then Eavans must hold both mules.

I believe it is probable that the sale of the Horse mule would be good against the attachment, if the Lien was still in existence, 1st U.S. Dig. page 216 Sec. 196, — 15th Mo. Page 420.

But the attachment Lien has ceased to exist, therefore if Dickinson sold the Horse mule to Eavans the title passed subject to the attachment even if Dickinson did not have the power to elect notwithstanding the attachment. & if the Lien has ceased to exist ⁱⁿ the sale of the mare mule ~~and~~ Eavans retained a verbal mortgage or lien for the purchase money, then both are now his property for he owns the Horse mule subject to such Lien if any & absolutely if none 15th Mo. 420. as to the Lien being dissolved see, 1st U.S. Dig. 216 Sec. 197 & 216 Sec. 189, & 215 Sec. 169.

The Justice made no order in regard to this property before appeal, it has been delivered to Eavans, by Const. after it was delivered up to Const. in discharge of forthcoming Bond, with any Bond or receipt, or any thing to authorize the Const. Shff. or other person to retake it

no officer can sell it - for no officer can
get any possession of it. See 37^{mo} 207 =

The Sale of the Horse mule was complete the
possession was delivered See, 1st U.S. Dig. 215
Sec. 171. The absolute property was in Dinkins
of the Horse mule therefore he could sell it
See, 1st U.S. Dig. 210 Sec. 64

Then my points are 1st The sale of mare mule
to Dinkins was conditional & is now owned by Eareans,

2nd or if not it was a mortgage & is property of Eareans.

3rd That the Horse mule is owned by Eareans disch-
arged of the attachment. See.

Williams for Eareans,

Now at this day comes
and presents his ^{& affidavit as required by law} petition, to
the court praying an order of
decree of the court changing his
name from _____ to _____
and the court after hearing the
petition and being fully satis-
fied that such change is desired,
for the purposes in the petition men-
tioned, doth order adjudge and decree
that ~~the~~ said change be made that
and that by the latter name he shall
in future be known & called, and all
rights, titles to property - real personal
or mixed, and claims of what kind soever,
held, owned and claimed under his former
name, shall be held, owned, and
claimed, with equal validity, in
every respect, under the name
hereby given. - Orders that the
same be certified

John Will

Lancer	1 B. Peppy Justice	\$5.05	5.05
Swiss	R. Washburns Coner	11.30	1.15
	Witness Dues	2.50	.50
		<u>18.85</u>	<u>6.65</u>
			<u>25.50</u>

E. H. Honey	31 files @ 5, \$15.50	7 Spas @ 28, \$1.75	3.30
	~~Index 20, dock 10, untrapped 35~~	Index sub 35 in 2 cases	70
	Index in 2 cases, \$1.00	dock 20, Ind 20, appear 2 cases	70
	2 ords. 40, making cost. 50, A.B. cost \$1.		1.90
	no to turn each. 35	7 ords @ 5	35
			<u>70</u>
			<u>8.70</u>
			8.70

Mr. Williams Shuff Leno 17 Spas @ \$5 8.50 calls. 8.30

Witnesses

Sams Herrington	1-10	1.80	1	2.80
R. Washburn	1 16	2.25		2.25
J. M. Stupleton	1 16	2.25	1	3.25
J. E. Wideman	1.24	2.92	2	4.92
W. M. McKay	2 24	3.92		3.92
				<u>17.20</u>
				<u>\$59.90</u>

Joseph C. Lance

^{vs}
James Dickinson

James Evans Interpleader
for the Property attached in this
Cause asks the Court to ~~declare the Law~~
~~to be~~ give the following instructions

1st If James Evans sold the brown mare mule
attached in this Cause to James Dickinson before
this Attachment was Levied on her, and ~~that~~
if ~~the sale of~~ said mule was ~~executed~~ sold on
a credit - and if it was agreed between
said James Dickinson & James Evans, at
the time of said sale that the Title of
said mare mule was to remain in said
Evans until said Dickinson paid him
for her, and if said Dickinson had not
paid said Evans for said mule when
this attachment was Levied on her, Then
in that event the Court declares the Law
to be that said mare mule was not ~~subject~~
the property of James Dickinson but was the
property of James Evans and if the Court
sitting as a Jury so find the Court will
find the brown mare mule to be the property
of said Evans the interpleader

Joseph C. Lance }
 us }
 James Dutton }
 James Earans interpleader }
 for the property attached }
 Appeal from
 Justice Court—
 Civil action in
 Attachment—

Now at this day come the Plaintiff &
 said James Earans interpleader for the
 Horse mule • The Brown mare mule
 attached by the Constable at the instance of
 Plaintiff and neither party requiring a Jury
 all and singular the matters in evidence
 being submitted to the Court the Court after
 hearing all and singular the evidence as well as
 the argument of Counsel doth find the issue
 for said James Earans the interpleader
 so far as the Brown mare mule is concerned
 and against said James Earans interpleader
 as to the Horse mule in it is therefore
 considered and adjudged by the Court
~~that~~ that said James Earans interpleader
 have and recover off & from the Plaintiff
 the possession of said Brown mare
 mule claimed by him in his said claim
 filed for the same before the Justice & it is
 further considered by the Court that
 There will follow such judgment as
 Court may make as to costs

Lance
^{vs.}
Dinkens

Ludgh