

Jefferson County Circuit Court
Case Files - Civil

Box 21 Folder 61

May 1868, No. 197

Harness, Elias

vs.

Pollock, M. E. F.

Enforce vendor's lien

Debt \$600 for purchase of 100
acres in SE T 42 R 4 E

Jefferson County Mo
July 13th 1867

One day after I or my assigns
shall have gotten peaceable possession of
the E¹/₂ of lot No One of N.W. qr of sec 2 in
T^p 42 N 4. E. and a deed shall have been
delivered to me for the same together with
a deed for E¹/₂ of lot 2 of N.W. 28th W 1st of lot 1
of N 6 qr of sec 2 in T^p 42 N 4. E. duly
signed sealed and acknowledged by
Elias Harnes and his wife Margaret Harnes
I promise to pay to Elias Harnes
Six hundred dollars \$600⁰⁰ for value
received without defalcation or discount

M. C. F. Pollock,

Book to Harnes

Oct 24, 1866

11,378

\$600.00
M. E. F. Lalloch
to
Eli's Harness

Filed Apr 6 '88,
E. F. Hiney,

Elias Harness, - Plaintiff } In the Circuit Court
Against } of Jefferson County
M. E. F. Pollock, - Defendant } Missouri,
May Term 1868

The Plaintiff states that on the 19th day of July 1867, he bargained and sold to Defendant the following described Several Tracts of Land, situate in Jefferson County in the State of Missouri, to wit, the East Half of Lot No. one, of the North West quarter of Section No. Two, in Township No. Forty Two, of Range Four East, also the East half of Lot No. Two, of the North West quarter, and the West Half of Lot No. One of the North East quarter of Section No. Two in Township No. Forty two, of Range No. Four East, containing one hundred & 28 acres & $\frac{36}{100}$ ^{an} ^{acc.} for which Lands the Defendant promised to pay Plaintiff the sum of Six hundred dollars, one day after Plaintiff and his wife should execute, acknowledge and deliver to him a Deed for said Lands, and after Plaintiff should give him the possession of the same, - and the Defendant at the time made his promissory Note to Plaintiff to that effect, whereby he promised to pay Plaintiff, for value received, the sum of six hundred dollars, one day after he should get Plaintiff's deed for said Lands, and after Plaintiff should give him the possession of the same, which Note is herewith filed, - And Plaintiff states that ~~at~~ on the 19th day of July 1867, he and his wife Margaret Harness executed and acknowledged a Deed, conveying the Lands aforesaid to the Defendant, and which Deed was delivered

by Plaintiff to Defendant some time in August 1867, at which time the Plaintiff also delivered to him the possession of said Lands. And though by the terms of said Note, the said sum of six hundred dollars for said Lands, was due and payable at the time of the delivery of said Deed and the possession of said Lands, to the Defendant, yet Defendant failed and refused to pay said sum of money or any part of it, And which sum of six hundred dollars and the interest thereon are yet due the Plaintiff, and for which he asks judgment,

And Plaintiff further states that, by reason of the sale and Conveyance of said Lands and of the purchase money for the same yet remaining unpaid, he has in Equity a vendor's lien on said Lands, as against Defendant, to secure the payment of said purchase money, - and that this Equitable lien on said Lands is the only security he has for the payment of said purchase money, specified in the promissory Note aforesaid. - Plaintiff therefore asks the Court to make an order and decree, establishing and enforcing said Vendor's lien against the Lands aforesaid, and to order a sale of the same for the payment of such judgment as the Court shall render on the promissory Note aforesaid, as being the amount of purchase money yet due for said Lands, and to grant such other and further relief as may be consistent with Equity.

Abner Green
Attorney for Plaintiff

Nov 28

In Circuit Court
of Jefferson County

Elias Wharnock

vs,

W. E. & F. P. Block

For summons issued
to St. Louis County against
Def.

Alfred
St. Louis

Order All to \$1000,
to St. Louis County
\$2. paid by St. Louis

Elias Harner Plaintiff } In the Circuit Court
against } of Jefferson County,
H. & J. Pollack, Defendant, } Missouri
May Term 1868,

The Plaintiff states that on the 19th day of July 1867 he bargained and sold to defendant the following described several tracts of land situate in Jefferson County in the State of Missouri to wit, The East half of Lot No one of the North West quarter of Section No Two in Township No Forty Two of Range Four East, Also the East half of Lot No Two of the North West quarter, and the West half of Lot No one of the North East quarter of Section No Two in Township No Forty Two of Range No Four East, containing one hundred and 28 and $\frac{35}{100}$ of an acre, for which lands the defendant promised to pay Plaintiff the sum of Six hundred dollars, one day after Plaintiff, and his wife should execute acknowledge and deliver to him a deed for said lands, and after Plaintiff should give him the possession of the same, and the defendant at the time made his promissory note to Plaintiff to that effect whereby he promised to pay Plaintiff for value received, the sum of six hundred dollars, one day after he should get Plaintiff's deed for said lands,

and after plaintiff should give him possession of the same which note is herewith filed. And Plaintiff states that on the 19th day of July 1867 he and his wife Margaret Barnes, executed and acknowledged a deed conveying the lands aforesaid to the defendant, and which deed was delivered by plaintiff to defendant some time in August 1867 at which time the Plaintiff also delivered to him the possession of said lands and though by the terms of said note the said sum of Six hundred dollars for said lands was due and payable at the time of the delivery of said deed and the possession of said lands to the defendant, Yet defendant failed and refused to pay said sum of money or any part of it, And which sum of six hundred dollars and the interest thereon are yet due the Plaintiff, and for which he asks judgment. And Plaintiff further states that by reason of the sale and conveyance of said lands and of the purchase money for the same yet remaining unpaid, he has in equity a vendors lien on said lands, as against defendant to secure the payment of

said purchase money - and that this equitable lien on said lands is the only security he has for the payment of said purchase money specified in the promissory note aforesaid, Plaintiff therefore asks the court to make an order and decree establishing and enforcing said vendor's lien against the lands aforesaid, and to order a sale of the same for the payment of such judgment as the court shall render on the promissory note aforesaid as being the amount of purchase money yet due for said lands, and to grant such other and further relief as may be consistent with equity

Abner Green

attorney for Plaintiff

A true copy of the original petition now on file in my office.

Witness my hand and the seal of said court at office in
Stillsboro this April 7th 1868,

Elias P. Hooley Clerk

Per *(Signature)* Depy

THE STATE OF MISSOURI, } SS.
COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

St Louis
To the Sheriff of the County of ~~Jefferson~~ — Greeting:

We command you, that you summon *M. E. Pollock*

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 ~~seventh~~ Monday after the
fourth Monday of *March 1868*, then and there to answer unto

Elias Harness

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

Witness, ELIAS F. HONEY, Clerk of our said Circuit Court,
with the seal thereof hereunto affixed, at office in Hillsboro, this
Seventh day of *April* A. D. 18*68*

Elias F. Honey

Clerk Circuit Court.

20197 106
~~40178~~
~~2788~~

JEFFERSON CIRCUIT COURT.

May Term, 1868,

Chas. Harned,

X M & A Pollock
Plf. vs. D. J. April 18/68

Original

41 March
See letter
Copy of Records 216 Page

Executed this Writ in St. Louis County on the 18th day of April 1868 by delivering a copy of the Writ and Petition as furnished by the Clerk to M. E. F. Pollock.

Fee \$1.00

Paid by Plffs Atty.

Thos Meneilly

Elias Warner, Plaintiff } In the Circuit
Against } Court of Jefferson
M. E. F. Pollock, - Defendant } County Missouri
May Term 1868,

To all whom it may Concern;
Take Notice, that I, Elias Warner, Plaintiff in the above entitled Cause, have this 6th day of April 1868, filed a petition and instituted a suit in the Circuit Court, within and for Jefferson County in the State of Missouri, against M. E. F. Pollock, the above named defendant, returnable to the May Term 1868, thereof, - the object of which is, to recover judgment against said Defendant on a note for six hundred dollars, being for the purchase of the Land hereinafter described, - and to establish and enforce a vendor's lien against the following described Lands of Defendant, situate in Jefferson County in the State of Missouri, To wit, the East half of Lot No. One of the North West quarter of section No. Two, in Township No. Forty two, of Range Four East, - also, the East half of Lot No. Two, of the North West quarter, and the West half of Lot No. One of the North East quarter of section No. Two, in Township No. Forty two, of Range No. Four East, containing one hundred & twenty eight acres, and $\frac{35}{100}$ of an acre, - And to obtain

an Order of Sale of the above described
Land, for the Payment of such Fragment
as shall be necessary in the above entitled
Cause against Defendant.

Edw. Warren,
Aff'd to 1868 } By John Green Esq,
Attorney.

State of Missouri }
County of Jackson } Henry Charles the undersigned
Shelton Green duly certify that the foregoing instrument
presented for Record on the 7th day of June 1868
was Recorded in Book 2 Page 25

Witness My hand and official seal this
7th day of June 1868
Edw. J. Henry Clerk

2788

Elias Warrner
vs,
Ch. E. F. Pollocky

Notice
of suit etc

B. L. P. 23

Filed April 7th 1868
Elias J. Mooney
Recorder

due by Warrner. 90¢

Oliver L. Harness Plaintiff
vs.
M. L. Pollock Defendant

In the Circuit Court
of Jefferson County,
Missouri
May Term 1868

Defendant comes into Court and makes application for a change of venue from Circuit Court of Jefferson County for the following causes

First; That the inhabitants of said county are prejudiced against the applicant,

Second: That the plaintiff has an undue influence over the inheritance of said county

M b F Fallow

Defendant

This affiant the applicant makes oath and says that the facts stated in the petition he believes to be true, and that he has just cause to believe that he cannot have a fair trial on account of the causes there alleged.

Mr E F Fallick

Subscribed and sworn to before me
this May 12th 1868,

Chas & Henry Clark,

Per O J Norine Sept

176

Jefferson County

Circuit Court

Eles Harnes plf

vs

M. C. L. Pollock dft

granted May 13th 1868
Book 8 p 531

Application for

Change of Venue

Dated May 12th 1868.

E. J. Honey Clk