

Jefferson County Circuit Court
Case Files - CIVIL

Box

22 Folder 37

November 1868 - No. 221

Cook, William

Cook, Louisa (his wife)

v s

Hensley, James Sr.

Petition for specific
performance of contract.

27⁴⁷/₁₀₀ acres; Survey No. 2018;

T41-R4E; Damages \$100;

Depositions

William Cook, - Plaintiff } In the Circuit
Against } Court of Jefferson
James Hensley, Sr. - Defendant } County Missouri
} November Term 1868

The Plaintiff states that on the 20th day of May 1868, a suit was pending in the Circuit Court of Jefferson County Missouri, by the above Plaintiff against the said James Hensley Sr. - In which, the Plaintiff claimed to be the legal owner and entitled to the possession of the following described Tract of Land, situate in Jefferson County Missouri, to wit, a Tract of Land, (described therein as containing twenty six acres, but which has since been found to contain twenty seven acres and $\frac{49}{100}$ of an acre,) and is described as being part of United States Survey No. two thousand and eighteen, Confirmed to Thomas Waters, in Township Forty one, of Range Four East, and bounded on the North and West by lands of James Hensley, on the South by land of William Cook, and on the East by the Eastern line of said Survey, and described by a line commencing on said Eastern line of said Survey $10\frac{67}{100}$ chains South of the North East Corner thereof, and running Westward parallel with the Northern line thereof $37\frac{50}{100}$ chains, - thence South $10\frac{50}{100}$ chains - thence East 40 chains, - thence North on the

Eastern line of said Survey $7\frac{50}{100}$ chains to the
Place of the beginning, and containing Twenty
seven acres and $\frac{47}{100}$ of an acre, - And in said
suit, the Defendant admitted he had no legal
title to said Land, but merely claimed that
he made a verbal Contract for the same, some
thirty years ago, - And Plaintiff states that
while said suit was pending as aforesaid, to
wit, on the 30th day of May 1868, he and the Defend-
ant entered into a written compromise of the
same, executed by the Plaintiff and Defendant
under their hands and seals, (a copy of which
agreement is herewith filed, the original being
in Defendant's possession,) By which Com-
promise agreement the Plaintiff was to give
Defendant a Quit Claim deed for all that part
of said $27\frac{40}{100}$ acres of land which lies West of
a small field, situate West of Sanay Creek, and
adjoining said Hensley's 100-acre Tract of land,
and to pay all his own costs; and the said James
Hensley, Sr. was to pay all his own costs in said
suit, and to make to said William Cook
a Quit-Claim Deed, to all that portion of
the said $27\frac{40}{100}$ acres of land, which lies East
of the West line of the said field, and to in-
clude the said field, - and the said Hensley
was to give Plaintiff the possession of his
part of said Land on the first day of August

1868. And Plaintiff states ^{that} he has fully performed his part of said agreement, that he, on the 8th day of June - 1868, made and executed a Quit Claim Deed for the part of said Land which he was to convey to Defendant and tendered the same to Defendant, on the 21st day of August 1868, - and at the same time, demanded of Defendant a Quit Claim Deed for the Land, which Defendant by said Compromise agreement was to convey to the Plaintiff. But, that the Defendant refused to accept the deed Plaintiff tendered to him, - and refused to make and deliver to Plaintiff a quit claim deed for the land he had agreed to convey to him, - and that the Defendant still refuses to perform said Contract on his his part, and to make and execute a Deed to Plaintiff according to said Compromise agreement.

Plaintiff therefore asks the Court to order and decree that the Defendant be divested of all title, (if any he has) to all that portion of the said $37\frac{40}{100}$ acres of land, which lies East of the West line of the said field and to include the same, - and that the title to said part of said $37\frac{40}{100}$ acres of land (as above described) be fully vested in the Plaintiff, and that Plaintiff have Judgment for the

provision of the same, and for such matters as
damages which he has sustained by the breach
of the said agreement by Defendant as above
stated, - and for such further relief as may be
just and proper. }
} Attorney for Plaintiff,

Wm. Brown
Attorney for Plaintiff,

In Circuit Court
Jefferson County

William Cook
vs.
James Mansley, Jr.

Petition
for specific performance
of contract

Let summons
issue, Agree
For Plff.

Filed. Oct 10th 1868
Elias J. Honey
Clerk

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

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson—Greeting:

We command you, that you summon *James Hensley Sr.*

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 *seventeenth* Monday after the fourth Monday of *September 1868* next, then and there to answer unto *William Cook*

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 *twelfth* day of *October* A. D. 1868,

Elias Honey
Clerk Circuit Court.
By Tho. Horrocks Depts

No 221

27/10

JEFFERSON CIRCUIT COURT.

Term, 1868

Mr Cook

James Hensley Jr

(original)

John Williams

Sheriff-fee \$1.00

Oct 26

I executed the Within in Jefferson County Mo on the 26th Day of October 1868 on James Hensley by Delivering to him a true copy of this Writ and Petition

John Williams
Sheriff

Article of agreement made and entered into
this 20th day of May A.D. 1868, by and between, William
Cook & James Hensly Jr. as follows;—Whereas a Suit
~~has~~ is now pending in the Circuit Court of Jefferson
County— The parties agree to compromise said Suit
upon the following Terms— To wit— The said Cook agrees
to dismiss said Suit and to pay all his own Costs
and to give to said Hensly a Quit claim deed to all
that portion of land lying West of town 27 $\frac{40}{100}$ lying
West of a certain small field (situate on the West side
of land, and adjoining said Hensly's 100 acre tract,
and the said Hensly to pay all his own Costs in said
Suit and to make to the said William Cook
a Quit claim deed to all that portion of the said
27 $\frac{40}{100}$ Acres of land (situate as aforesaid—lying East of
the West line of said field & to include said field

In Witness Whereof the parties
have hereunto set their hands & seals this
day & Year aforesaid

J. B. Hensly expressly.

William Cook

understood between the parties

that the said Hensly is to give

James Hensly

the peaceable and quiet possession of

said described parcel of land on or before the first day of August
next 1868 to the said William Cook, or his legal representatives

Attest

G. L. Robinson

William Reid

Wm C. Fine



Agassiz


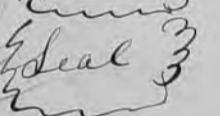
Return

Took &

Henry

This Quit Claim Deed made this 5th day
of June A.D. 1868. Between William Cook
and Louisa his wife of the first part and James
Hensley Jr (all of Jefferson County State of Missouri
of the second part Witnesses. That the parties of the
first part have this day for & in consideration of
one dollar to them paid by the party of the second
part before the signing of these presents, the receipt
of which is hereby acknowledged, Granted bargained
forever Quit claim, all their right, title, claim &
interest in & to a certain small fraction of land ^{by situate}
in Jefferson County, on the waters of Sandy Creek (to wit
all that portion of 27 $\frac{40}{100}$ Acres of land, lying West of
a certain small field (situate on the West side of
Sandy Creek, and adjoining said Hensley's 100 Tract
and heretofore occupied by the said Hensley -

In Witness Whereof the parties
of the first part have herunto set their hands
and seals the day & Year aforesaid

William Cook 
Louisa Cook 

State of Missouri
County of Jefferson. Be it remembered that on
this 5th day of June A.D. 1868. Before me the un-
derigned County Court Justice of Jefferson County
appeared William Cook and Louisa his wife
both personally known to me to be the same persons
whose names are subscribed to the foregoing deed as
parties thereto and severally acknowledged the same to
be their act and deed for the purposes therein mentioned
the said Louisa being by me first made acquainted

With the contents thereof on Examination, separate and
apart from her husband. acknowledges that she signed
the same and being asked her reason in said last
Voluntary & without Compulsion or undue influence
of her said husband

Walter & Estlin the

day & Year first above

J. A. Johnston

County Court Justice

Wm. Cook & Wife

Quit Claim Deed

to

J. Hensley Sr.

William Cook

vs
James Hensley & Co

In the Circuit
Court of Jefferson
County Missouri

The Defendant Demurs to the petition
of plaintiff in the above entitled
Cause for the following reasons, to-wit,

1st

Because the allegations in said
petition if true are not sufficient
to entitle the plaintiff to recover

2nd

Because it does not appear from
said petition that there is any
consideration for the Contract,
mentioned in the petition of plaintiff
& for a specific recitation of which
the action is brought,

3rd

Because it does not appear from
the petition of plaintiff that the
Defendant has the legal title to the
land described in said petition
or any part thereof,

4

Because Plaintiff prays for judgment
of Possession without having set out
any facts in his petition which if
true would entitle him to the possession

Jos. J. Williams Atty. for Def.

Wm Cook
vs
James Hensley Sr

Demurrer

Filed Nov 23 1868,
E. A. Harvey Cl

William Cook, Plaintiff } In the Circuit
Against } Court for the County
James Henoley, Jr. Defendant } of Jefferson, in the
State of Missouri

To Joseph J. Williams, ^{and G. J. Johnson} Attorneys of record
for the above defendant, in the above entitled cause,
You are hereby notified that depositions of wit-
nesses to be read in evidence in the above entitled
cause, on the part of the Plaintiff, will be taken
at the Residence of William S. Reid, in the County
of Jefferson in the State of Missouri, on the Twenty
second day of March 1869, between the hours
of Eight O'clock in the forenoon and Six O'
clock in the afternoon; and that the taking
of said depositions, if not completed on that day,
will be continued from day to day, at the same
place, and between the same hours, until
Completed.

William Cook,
Plaintiff
By Abner Green, his Attorney

We, as Attorneys of Record for James Wensley Sr,
acknowledge service of the within Notice, and waive
the necessity of service by an Officer, This 17th day
of March 1869.

Jos. J. Williams

Attorney for Defendant
G. J. Johnston
Atty for Deft

In the Circuit Court
of Jefferson County

William Cook

vs.

James Wensley Sr,

Notice

To take Depositions

Wm Cook
vs
James Wensley Sr,

Opened & filed
March 24th 1869.
Edw. J. Wensley et al

William Cook Plaintiff } in the Circuit Court
against } for the County of Jefferson
James Hensley's Defendant } and in the State of
Missouri

Depositions of witnesses produced Sworn and Examined on the 22^d day of March in the year of our Lord 1869 between the hours of Eight ^{o'clock} in the forenoon and Six O'clock in the afternoon of that day at the residence of William G. Reed in the County of Jefferson and State of Missouri before me the undersigned a Notary Public within and for the County and State aforesaid in a certain cause now pending in the Circuit Court of the County of Jefferson in the State of Missouri between William Cook Plaintiff and James Hensley's Defendant on the part of the Plaintiff

William G. Reed of Lawful age being produced Sworn and Examined on the part of the Plaintiff Deposition and and Saith question by Plaintiff state if you made a survey some time last year of a piece of Land in dispute between the above Plaintiff and Defendant { Defendant objects to the above question as being leading and also because if a survey was made a plat of the survey should be produced not parall ~~an~~ Testimony } a paper being shown to the witness ^{marked} Exhibit and asked if he made that plat Witness states I made the plat contained in this paper { Defendant objects to the showing of the paper marked

Exhibit A to the witness for the purpose of enabling him to testify thereto and second because said paper contains statements and allegations not competent to be used in evidence against the defendant }
Such statements being hearsay }

questions by Plaintiff state if the plat contained in the paper marked Exhibit A is a correct plat of the Survey made by you on that occasion I made a Survey of that land the plat contained in said paper is a correct plat of the Survey I have made I had previously surveyed the party acres referred to in said plat for James Shensley according to the description ^{of the land} contained in his deed

{the Defendant objects to the last answer }
questions by Plaintiff did you also survey the tract marked on this plat, marked disputed tract yes I had previously surveyed it and the number of chains marked on this ~~disputed~~ tract marked disputed tract was ascertained by actual measurement as I suppose as I am sure I would not have put down ~~at~~ on the plat unless I had been satisfied at the time it was correct
questions by Plaintiff did you ascertain the number of acres contained in the disputed tract as shown on this paper by actual calculation based upon your Survey and is the number of acres to wit Twenty Seven acres & $\frac{47}{100}$ of an acre the number ascertained by said calculation

{the Defendant objects to this question first it is not shown that the witness had a knowledge that this land was disputed between the parties because it does not appear any accurate information of the true locality of the land - & because it

it does not appear that this was an official
Survey }

answer I got that Number of acres by actual
calculation based upon Survey as some other
means by which I was satisfied at the time
was correct James Hensley was present when
I made the Survey I was County Surveyor ^{of} at
the time I made ~~the~~ said Survey there was a
Suit pending at the time between the same
parties in the Circuit Court of Jefferson County
and I was ordered by the Court to make a
Survey of that disputed tract and I then only
made a partial Survey as I had previously
^{Surveyed}
these lands

question by Plaintiff did you get your Idea
of what was the Land in dispute between said
parties as shown in said plat by conversations
with either of the parties of this suit if not how
did you get your Idea I did not get my
Knowledge of the land in dispute exactly from
either of the parties but I got it from the Survey
of the Party acres ~~by~~ according to Mr Hensley's
deed and also by tracing around the old lines
of the 67 acres

question by Plaintiff State if you was present
at the May Term 1868 of the Circuit Court of
Jefferson County when James Hensley Sr and
William Cook made a compromise of their
Suit then pending in regard to the land in dis-
pute above referred to. I was

question by Plaintiff State then what was the
agreement as you recollect it

I dependant objects to the above question because
it appears from the petition of the plaintiff in

this case that the compromise between was reduced to writing and parall testimony is inadmissible to explain add to or contradict it }

answer the refered the matter in dispute to G. J. Johnston and my self to settle the matter and we proposed terms and the both ~~age~~ plaintiff and dependant agreed to it and it was reduced to writing and signed by both of the parties at the time and witnessed by William de Feine G. J. Johnston and my self

question by plaintiff after this written agreement was made did the parties to the same say any thing about writing deeds to convey to each other their respective portions of said disputed tract according to the said compromise

G dependant objects first because it is irrelevant to the issue and because the compromise being in writing parall evidence is not admissible in explanation

answer I understood from the parties that they ~~were~~ ^{were} perfectly satisfied with our adjustment and they ~~was~~ would go to work and make the deeds as soon as practicable

Cross Examination by the dependant question what are the exact words used by James Hensley after the compromise by which he expressed his willingness to make other deeds

answer ~~he dont~~ he says he dont recollect the exact word but that was the general understanding that they was to make each other deeds

question by defendant

are you positive on that occasion that Mr Hensley said he would make Mr Look a deed

answer to the best of my knowledge Hensley did say he would make Look a deed when Look made him an

question by defendant when you surveyed the $27\frac{47}{100}$ acres at the time you made the plat marked exhibit A was Mr Hensley present

answer to the best of my knowledge he was not when I made the partial survey but he was at the original survey

question by defendant

did you survey the 27 and $\frac{47}{100}$ of acres at Mr Hensley's request as at Mr Look's

answer I surveyed the 27 acres $\frac{47}{100}$ at the request of Mr Hensley as Mr Hensley claimed the entire 67 acres and $\frac{47}{100}$

{Plaintiff objects to the last clause of that said answer as being illegal incompetent and not responsive to the question}

question by defendant

did the deed of Mr Hensley that you have been referring to and from which you surveyed the forty acres marked to James Hensley in the plat marked exhibit A call for forty acres only or for forty acres more or less

{Plaintiff objects to this question because it is illegal and incompetent to prove by parol evidence of the deed}

answer it called for 40 acres more or less

question by defendant

Did you at any time survey for James Honsley 40 acres adjoining the 27 acres $\frac{47}{100}$ by any deed of his which called for 40 acres only

answer I never surveyed but by the same deed

question by the defendant

Does the 27 acres and $\frac{47}{100}$ marked on the plat exhibit A as disputed tract adjoin the 40 acres that you surveyed for Mr Honsley

answer it does

question by defendant

was at the time you made the survey designated in plat exhibit A did Mr Honsley desire you to survey for him only 40 acres as did he desire you to survey the 67 acres and $\frac{47}{100}$ of acre

answer Mr Honsley desired me to survey what his deed called for and I surveyed 40 acres because according to my interpretation of the deed it only called for 40 acres but Mr Honsley thought it run down to the Spring Branch and would take in the 67 acres according to a former survey made by Waters

Plaintiff objects

To all that part of the above answer which recites what Mr Honsley thought his deed called for and what was said about the waters survey as being illegal and incompetent

question by defendant

Did Mr Honsley tell you on that occasion that Mr Waters had formerly surveyed 67 acres for him

{ Plaintiff objects

to the above question as being

Illegal }

answers I dont recollect that he did
question by defendant

Did you trace corner 67
acres and 4/100 including the 27 acres and 4/100 marked
on plat exhibit of disputed tract and also
40 acres adjoining it ~~and~~ on the North East
marked James Hunsley and if so did you find
that the whole 67 acres 4/100 had been surveyed
in one body at any previous time

{ Plaintiff objects to the above question as being
irrelevant and incompetent }

answers I did trace around it and found lines
from which I know that the whole 67 and 4/100
acres has been heretofore surveyed in a body

Subscribed and
Sworn to before
me ~~at~~ ~~the~~ ~~place~~
on the day at the
place and within
the hours first aforesaid

William G Reed

Sullivan Frazier
Notary Public

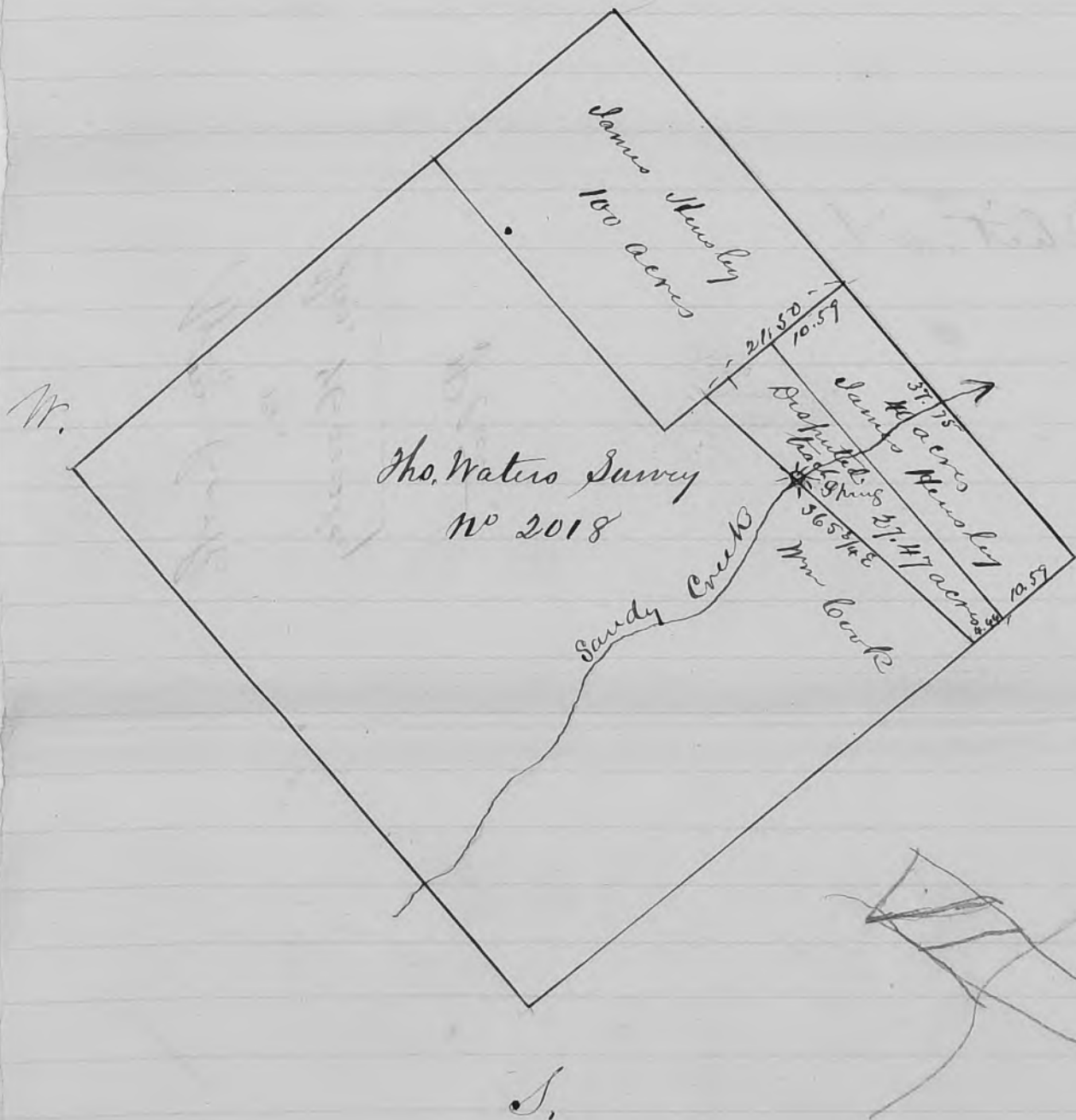
I Sullivan Frazier a Notary
Public within and for the County of
Jefferson ^{in the} State of Missouri do Cert
ify that in pursuance of the within
Notice ^{there with attached} came before me at William
G Reed in the County and State
last aforesaid William G Reed
who were by me duly sworn

to testify the whole truth of his knowledge
touching the matter in controversy aforesaid that
he was examined and his examination reduced to
writing and subscribed by him in my presence
on the day between the hours and at the place in
that behalf first aforesaid and his said deposition
is now here with returned and I further certify
that said William G Reed is a Resident of said
County of Jefferson in said State of Missouri
given at William G Reeds in the County of Jefferson
and State of Missouri this 2^d day of March 1869
Sullivan Terayer
Notary Public

Notary Public fees \$4.35 paid
by Plaintiff

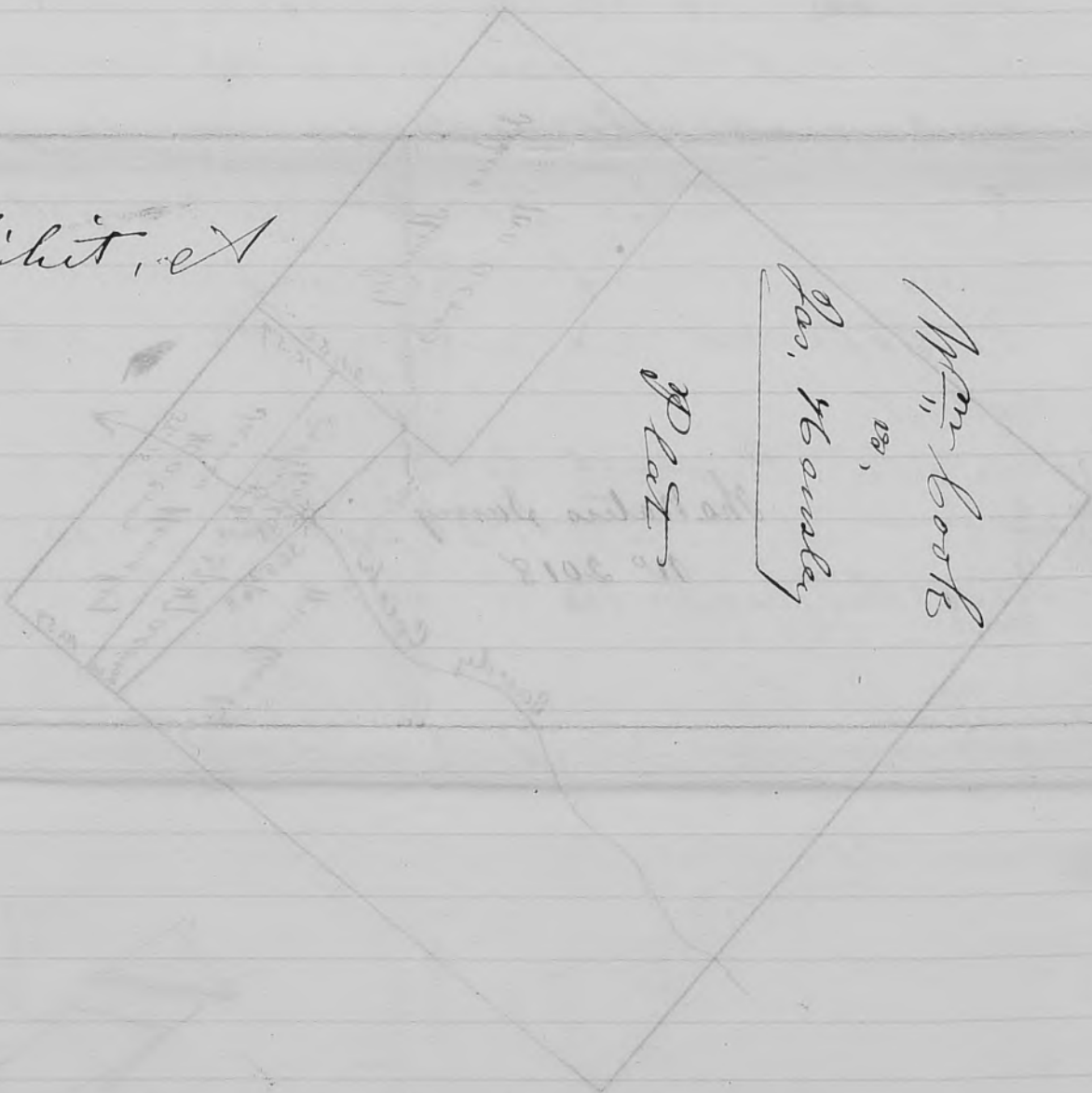


N.
Survey of James Husley's land
in Survey No 2018



Journal of James Macpherson
in 1812

Exhibit A



M^{rs} Cook
1812
Jas. Macpherson

J.M.

William Cook, — Plaintiff } In the Circuit
 Against } Court of Jefferson
James Hensley, Sr. — Defendant } County, Missouri,

The Plaintiff for amended petition filed by leave of the Court, states that, on the 20th day of May 1868, a suit was pending in the Circuit Court of Jefferson County, Missouri, of the said William Cook as Plaintiff, against James Hensley, Sr. the above defendant. In which, the Plaintiff claimed to be the legal owner and entitled to the possession of the following described Tract of Land, situate in Jefferson County in the State of Missouri, To wit, a Tract of Land, (described therein as containing Twenty six acres, but which has since been found to contain Twenty seven acres, and $\frac{47}{100}$ of an acre,) described as being a part of United Survey No. Two thousand and eighteen, confirmed to Thomas Waters, in Township Forty one, of Range Four East, and bounded on the North and West by Land of James Hensley, on the South by Land of William Cook, and on the East by the Eastern line of said Survey, and described by a line commencing on said Eastern line of said Survey, ten $\frac{67}{100}$ chains South of the North East Corner thereof, and running Westward parallel with the Northern line thereof $37\frac{50}{100}$ chains, thence South $10\frac{50}{100}$ chains, — thence East 40 chains,

-thence North on the Eastern line of said survey $7\frac{57}{100}$ chains to the place of the beginning, and containing twenty seven acres and $\frac{47}{100}$ of an acre. And in which said suit the Defendant claimed a right to said land by virtue of a Grant contract for the same from the ancestor of Plaintiff. And while said suit was pending as aforesaid, to wit, on the 20th day of May 1868, the Plaintiff and Defendant therein, in order to settle & adjust each of their respective claims to said $27\frac{47}{100}$ acres of land, agreed, and entered into a written Contract and Compromise of such Controversy, which was signed and sealed by the Plaintiff and Defendant respectively, - and by ^{which} Compromise agreement, the Plaintiff, on his part, agreed to execute and deliver to the Defendant a Quit-Claim deed for all that part of said $27\frac{47}{100}$ acres of land, which lies West of a small enclosed field situate on the West side of Sandy Creek, and adjoining said James Hensley's one hundred acre tract of land, and to pay all of his own costs of said suit; and the said James Hensley Sr, in consideration thereof, promised and agreed on his part, to execute and deliver to the said William Cook, a Quit-Claim Deed, conveying to him all that portion of the said $27\frac{47}{100}$ acres of land, which lies East of the West line of said enclosed field, and including the said field, - and to pay

all costs which Defendant had incurred in said suit, - and also, the said James Mansley, Sr. agreed to give Plaintiff the possession of the part of said $27\frac{47}{100}$ acres of land, so agreed to be conveyed to him, by the first day of August, 1868, - A copy of which compromise agreement is herewith filed, the original being in the possession of Defendant, - And Plaintiff states that he has fully performed said agreement on his part, - that he on the 8th day of June 1868 made and executed a Quit-Claim Deed for that part of said Land, which he had agreed to convey to the Defendant, and on the 21st day of August 1868, he tendered the said Deed to the Defendant, - and at the same time, he demanded of the Defendant a Quit-Claim Deed, for that part of said $27\frac{47}{100}$ acres of land, which the Defendant in said compromise agreement, had promised and agreed to convey to the Plaintiff, - But, that the Defendant refused to accept the deed so tendered to him by Plaintiff, and refused to make and deliver to Plaintiff a Quit-Claim Deed for the part of said $27\frac{47}{100}$ acres of land, which the said Defendant, in said compromise agreement, had agreed to convey to the Plaintiff, And Plaintiff avers that the Defendant, though often requested so to do, still refuses to make and execute, and deliver to Plaintiff a Quit-Claim deed for that part of said Land agreed to be conveyed to him, by said compromise

agreement, and utterly refuses to perform said Con-
tract on his part, & The Plaintiff therefore in
consideration of the Premises, prays the Court to
order and decree that Defendant be compelled
to execute said Contract specifically, - or, that the
Court will adjudge and decree that the De-
fendant be divested of all right, title, or interest
in and to all that part of the said $27\frac{47}{100}$ acres
of land, which lies East of the West line of the
said enclosed field, and including the same,
and, ^{that} the title to the same be fully vested in
the Plaintiff, - upon the Plaintiff delivering to
Defendant a Quit-Claim deed for that part of said
Land, agreed to be conveyed to him, - and which Deed
Plaintiff here offers to deliver to Defendant, -
And to grant ^{such} other and further relief as may be
consistent with Equity.

Abner Green
Attorney for Plaintiff

In Jefferson Circuit
Court,

William Cook

vs,

James Hensley, Jr,

Amended
Petition

Filed April 8th 1869
Elias F. Horney ~~Recorder~~
Clerk

COUNTY OF JEFFERSON,

The State of Missouri,

TO

Starchy *Wm Starchy & James*

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 *19* *May* *1869*

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 *Wm Cook*

Plaintiff, and

James Starchy *Deer*

Defendant, on the part of *Starchy* 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 *18* day of *April* A. D. 1869

E. F. Honey Clerk.

By Starchy & James

SUBPOENA.

To Jefferson Circuit Court.

May Term, 1869

Cook

Stusley
Wm H Stusley &
James Stusley
for Deft

The within was served on the 28th day of June 1869 at the
County of Jefferson & residing the above to and within the
preference and hearing of the within named Wm H
Stusley. James Stusley do you not by found in any way
fees. 75 ct

Geo Andrew

Geo Andrew

for

Deputy

COUNTY OF JEFFERSON.

The State of Missouri,

TO

*W. G. Reed. G. J. Johnson
George G. Johnson & H. 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

May 19 1869

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

Mullock

Plaintiff, and

*vs
Thomas Hamely*

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 *19* day of *May* A. D. 186*9*

Elias F. Honey Clerk.

By J. H. Reynolds

SUBPOENA.

To Jefferson Circuit Court.

May Term, 1869

Wm Cook

vs
Jas Hensley Sr
for Debt

J. G. Johnston

G. J. Johnston

H. K. Williams

W. G. Reed

J

The within was served on the 20th Day of April a D 1869 at Jefferson, County
Mo by riding the same within the Bounds and hearing to the return
made of J. Johnston and G. Johnston and in like manner as above
on the 3rd Day of May to the Willows and also on the 6th
Day of May to W. G. Reed

fees \$ 2.00

Geo. S. Mendenhall

for Sheriff Volkmann

W. G. Reed

COUNTY OF JEFFERSON.

The State of Missouri,

To

A. J. Johnston

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

1869

19th day of May

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

Jm Lewis is

Plaintiff and James Stuebelly done is Defendant,

Plaintiff, and and bring with & produce on the part of said *cause.*

a certain written compromise made and signed by James Stuebelly her and
William Cook in the 20th day of May 1868. relative to a tract of land and
and ~~Dependent on the part of~~ *and herein you are in no wise to*
kill. ~~to~~ *as well on the part of Plaintiff*

Witness, ELIAS F. HONEY, Clerk of our said

Court, with the seal thereof hereto affixed, at office

this *7th* day of *May* A. D. 1869

Elias F. Honey
Clerk.

By A. J. Johnston

Duce tecum

SUBPOENA.

To Jefferson Circuit Court.

May Term, 1869

Cook

vs

Hensley

for Plaintiff

G. J. Johnston

Appear the within, on the 10th Day of May, a D 1869, at Jefferson & Mr. by rising the same, within the papers and hearing in the within named G. J. Johnston

fees 50cts

For Summoner Henry
per Fred Colman

Henry

William Cook } In the Circuit
vs } Court of Jefferson
James Hendley } County Missouri

Now at this day comes the
Defendant and moves the
Court to strike the amended
petition filed by Plaintiff
on the 8th day of April
1869 from the files of
the Court for the
following reasons viz,

1st Because it was not
filed in accordance with
the order of the Court as
made at the Last Term

2nd Because it was filed
without leave of Court

Geo Williams
Att. for Defendant

Wm Book
vs
James Wensley

Motion to strike
out amended
petition filed
April 8th 1869

Filed May 11th 1869
Elias & Henry *et al*

William Cook
vs
James Wensley Sr

In the Circuit Court
of Jefferson County
Missouri

Now at this day comes the Defendant and for answer to the amended Petition of the Plaintiff admits that on the 20th of May 1868 a suit was pending in the Circuit Court of Jefferson Co. Mo. as stated by Plaintiff, between this Plaintiff & Defendant, in which said Cook claimed to be the owner & entitled to the possession of the Land described in this amended petition and Def^t. also admits that in said suit he claimed said Land by reason of a Parole Contract for the same with the ancestor of said Cook Defendant also admits that while said suit was pending viz, on or about May 20th 1868 he & said Cook executed an agreement in writing as stated in said amended petition which however was not stamped as required by the Revenue Laws of the United States in such cases made & provided, but Defendant avers that he signed & executed the same as aforesaid under a mistake of the true facts of the case and of the claim both of himself & Plaintiff to said Land for Defendant avers that at that time he was of very feeble mind resulting from his great age together with other causes, that he then was informed by Plaintiff & others that Plaintiff had a deed covering said Land from one

Henry took the said Plaintiff's ancestor
and this Defendant then believed that he
did not have any other or better right
to said Land than that set up by him in
his answer in said Case viz, a parole
Contract for the same with said Plaintiff's
Ancestor, under whom they both claimed it
the Defendant believing at the time that
such supposed Deed of Plaintiff was of later
date than his Parole Contract, but Defen-
dant avers that it has ~~since~~ been discov-
ered by him since the making of &
signing of the said pretended Contract
between himself & Plaintiff that said
Plaintiff ~~had~~ had no just or legal
Claim whatever to said Land for he
avers ~~that he has since that time discovered~~
that a great many years ago viz
about 1838 or ~~1840~~ ¹⁸⁴⁰ said Henry
^{4 equites & delivered} Cook, a Deed to this Defendant calling
for 40 acres of Land more or less in the
U.S. Survey containing the said $27 + \frac{47}{100}$
acres with certain boundaries in
said Deed contained & which this Defendant
thought at the time he entered into that
pretended Contract with Plaintiff
adjoined the Land then in suit viz
said tract of $27 + \frac{47}{100}$ acres, but that
he has since discovered that it was
intended to embrace said Tract of $27 + \frac{47}{100}$
acres & that it was at the time surveyed
off for him under said Deed by
George W. Waters then County Surveyor

of said County of Jefferson & the lines thereof
established for this Defendant embracing said
 $27\frac{47}{100}$ acres under the direction of said
Henry & this Defendant & a Plat made by
said Surveyor of the same in the Records
of his office, all of which was a great many
Years before this Plaintiff pretended
to have any claim or title to said
Land, but Defendant avers that at the
time of entering into said pretended
written Contract with Plaintiff he
had forgotten these facts and was
ignorant of them, owing to the
great length of time that had interven-
ed, & the enfeebled condition of his
mind, Defendant further
avers that at the time of said pretended
Contract with Plaintiff he was of
extremely feeble mind & was by
reason thereof easily imposed upon
deceived & overreached, that was the
press understanding ~~that~~ at the time
it was written that said $27\frac{47}{100}$ acres
was to be divided equally between
said Plaintiff & Defendant, that said
pretended Contract was written out at
the dictation of Plaintiff and Defendant
not understanding its meaning or
effect signed it supposing & believing
at the time that it was in accordance
with the understanding and agreement
& that said Land in accordance with the
Terms of the writing was to be divided
equally between Plaintiff & himself

But Defendant avers that since
signing it he has discovered that it
is not in accordance with the agreement
& understanding made between Plaintiff
and Defendant, Defendant avers that
a Deed from Plaintiff to him written
in accordance to said pretended Contract
would not embrace any portion of
that Plaintiff procured ^{to be so written either through ignorance of the}
said $27\frac{47}{100}$ acres, ^{and Defendant}
the location of the ^{Land or to practice a fraud on Defendant}
avers that said pretended Contract
written Contract is utterly void for
uncertainty, in that by its Terms
said Plaintiff was to quit-claim
by Deed to Defendant all that portion
of said $27\frac{47}{100}$ acres lying west of a
small enclosed field situated west
of Sandy Creek & adjoining
James Hensley's 100 acre tract of
Land when in fact no part of
said $27\frac{47}{100}$ acres was laying west
of any field so situated, Defendant
also states that by its terms he was
to convey by Deed of quit-claim ^{all}
to Plaintiff all that portion of said $27\frac{47}{100}$ acres
which was then laying east of
the west line of such enclosed field
including the said field whereas in
fact Defendant avers that there is
not and was not at the time any
west line of any such enclosed field
on said $27\frac{47}{100}$ acres, nor any
part of said Land laying either
east or west of any such line
west line of such field

and Defendant avers that said Land
can not be divided in accordance with
said pretended written contract nor in
conformity with the agreement & understanding
of the parties at the time the same was
executed, Defendant denies that Plaintiff
has performed his part of said agreement
and denies that he tendered to Defendant
on the 21st of August 1868 or at any other
time any deed of quit claim to any
part of said 278 $\frac{4}{100}$ acres of Land or to
that part thereof which by said pretended
agreement or contract he was
bound to convey to Defendant, and
Defendant denies that he ever at any
time refused to accept such deed
sent from Plaintiff, Defendant admits that
said pretended written contract contained
a clause, requiring Defendant to give to
Plaintiff possession of the part of
said Land which he was to convey to
Plaintiff by the 1st of August 1868
Defendant denies that he has ever
refused to execute & deliver to Plaintiff
a quit claim deed in accordance with
said pretended written contract for
that portion of said Land ~~which~~ ^{which} he
agreed thereby to convey to Plaintiff
for he denies that Plaintiff ever
requested him so to do, for but he now
admits that he is unwilling to make
& execute such deed & states that in
Equity & good conscience he ought not
to do so, and denies that this court ought

To Deere a specific description of
said book or that the same is
capable of being secured, or that the
plaintiff is entitled to have a Deere
infringing plaintiff of his title to said
land or any of it, or that he is entitled
to any relief whatever
and prays judgment for costs

For J. Williams
Attorney for Defendant

Wm Cook
vs
James Wesley &

answer of
Defendant

Exhibits
To the do, an

an

court books

Wm book
no
James Hewley^{sr}

Answer of
Defendant

Filed Oct. 11th 1869
Elias F. Hany *et al*

COUNTY OF JEFFERSON,

The State of Missouri,

To

J. J. Shuckler vs *J. G. Shuckler*

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 *19th day of June 1869* 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 Stewart* Plaintiff, and *Amos Stewart* Defendant, on the part of *Amos Stewart* 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 *25* day of *Oct* A. D. 186*9*

Elias F. Honey
Clerk.

J. G. Shuckler

SUBPOENA

To Jefferson Circuit Court.

Wm Cook
vs
James Hensley

J. G. Johnston
J. G. Johnston
or Deft

1849

Sheriff fees \$ 1.00

Fees \$ 1.00

J. G. Johnston
By J. G. Johnston
D. D. J.

Served the within Subpoena on J. G. Johnston and
J. G. Johnston in Jefferson Co. Mo. on the 15th day of Nov 1849
by reading it to each of them in their presence and
hearing

COUNTY OF JEFFERSON,

The State of Missouri,

To

J. J. Johnston

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, 19th June 1869

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 Emert

Plaintiff, and

Samuel H. Emert

Defendant, on the part of Emert 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 3 day of June A. D. 1869

Clerk.

Elias F. Honey

Served the within Subpoena this 11th day of
November 1864 by reading the same to the
within named G. J. Johnston at Jefferson
County Mo.

fees 50 cts

Fred Luchtemayer Sheriff
by Fred Vollmar
Deputy

SUBPOENA

To Jefferson Circuit Court.

Nov Term 1864

Mr Cook

vs

James Strickly
Deft

G. J. Johnston

COUNTY OF JEFFERSON,

The State of Missouri,

To *Wm. F. Honey, Wm. Fine, W. A. Hurdley*

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 *5th day of November, 191869*

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 *Sam Cook*

Plaintiff, and

Samuel H. Hasty, dec'd
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 *12th* day of *Nov*, A. D. 186*9*

Elias F. Honey Clerk.

Wm. F. Honey

SUBPOENA

To Jefferson Circuit Court.

Term Term 1869

William Leake

vs.

James Henley &

Witness for Afs

E. J. Johnston, W. S. Fine

W. S. Henley

RECORDED
INDEXED
JAN 10 1870

COUNTY OF JEFFERSON,

The State of Missouri,

To *Wm. H. Wesley & James Amuley vs*

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 *5th day Nov. 19th 1869*

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 *Wm. Lewis*

Plaintiff, and

James Amuley vs

Defendant, on the part of

Wm. Lewis

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 *13* day of *November* A. D. 186*9*

E. F. Honey
Clerk.

Wm. H. Wesley & James Amuley

SUBPOENA

To Jefferson Circuit Court.

Wm. L. Cook

vs.

James H. Hensley

Witness for both

William Hensley

* James Hensley for



COUNTY OF JEFFERSON,

The State of Missouri,

To *Hillsboro, Wm*

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*

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, *Shelbourn*

Plaintiff, and

Samuel Hensley Junr,

Defendant, on the part of *Shelbourn* 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 *19* day of *Nov* A. D. 186*9*

Elias F. Honey
Ey & Co. Secy & C. Clerk.

SUBPOENA

To Jefferson Circuit Court.

Wm. A.
Hemlock
J. H. H.
Wm. H. H.

William Cook, - Plaintiff } In the Circuit
 Against } Court of Jef=
 James Wensley, Jr. Defendant } ferson County
 Nov. Term 1869.

The Plaintiff moves the Court to strike out all of Defendant's Answer filed in the above cause, except the following to wit, - "Now at this day comes the Defendant and for answer to the amended Petition of the Plaintiff admits that on the 20th of May 1868 a suit was pending in the Circuit Court of Jefferson Co., Mo. as stated by Plaintiff between this Plaintiff & Defendant, in which said Cook, claimed to be the owner & entitled to the possession of the Land described in his amended petition, and Deft. also admits that in said suit he claimed said Land by reason of a parcel contract for the same with the ancestor of said Cook, - Defendant also admits that while said suit was pending viz, on or about May 20th 1868 he & said Cook executed an agreement in writing as stated in said amended petition which however was not stamped as required by the revenue laws of the United States in such cases made & provided" - and except also the following portion on the fifth page of said Answer to wit, "Defendant, ^{admits} that, ~~he has refused to~~ ^{plaintiff has performed}

~~execute & deliver to Plaintiff a quit claim deed in accordance with said pretended written Contract for that portion of said Land which he agreed thereby to convey to Plaintiff, for he denies that Plaintiff ever requested him so to do."~~

his part of said agreement, and denies that he tendered to Defendant on the 21st of August 1868 or at any other time any deed of quit claim to any part of said $27 \frac{47}{100}$ acres, of Land or to any part thereof which by said pretended agreement or contract he was bound to convey to Defendant and Defendant denies that he ever at any time refused to accept such deed from Plaintiff. Defendant admits that said pretended written Contract contained a clause requiring Defendant to give to Plaintiff possession of the part of said Land which he was to convey to Plaintiff by the 1st of August 1868, - Defendant denies that he has ever refused to execute & deliver to Plaintiff a quit claim deed in accordance with said pretended written Contract for that portion of said Land which he agreed thereby to convey to Plaintiff for he denies that Plaintiff ever requested him so to do," - for the following reasons;

1st Because all the residue of said Answer is

argumentative, evasive, and indefinite, and does not allege any facts constituting a legal defence to Plaintiff's cause of action, -

- 2 - Said portion of Defendant's Answer alleges his ignorance of the nature of his own title, and the effect of thereof, which is no defence,
- 3 - Ignorance of law is no excuse for the making of a contract, and is no defence against an action on said contract,
- 4 - The Answer does not allege that Plaintiff misrepresented the facts, or practiced a fraud to induce Defendant to enter into said contract,
- 5 - The Answer makes no ^{exhibit} ~~reference~~ of his pretended need for said Land, - and does not aver any valid excuse for Defendant's failing to comply with said contract,
- 6 - And said answer is inconsistent and contradictory, & does not conform to the rules of pleading,

Abner Green
} Attorney for Plaintiff

William Cook

vs,

James Hensley, Jr.

Motion
to strike out
Defts, Answer

Filed Nov 24th 1869

Elias J. Keeney

COUNTY OF JEFFERSON,

The State of Missouri.

To

James Hensley Jr

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 3rd day of March 1870 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 William Cook Plaintiff, and James Hensley Junr 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 14 day of

Jan'y A. D. 1870

Elias Honey Clerk.

By L. H. Wapnet JG

Cir @
Cook
to
Husby
James Husby Jr
Non Est

The within named James Husby Jr. is not
to be found in any books

Fred Lusk Comy or Sheriff
by Fred G. Lusk

Do you

See 25185

COUNTY OF JEFFERSON,

The State of Missouri.

To

John Sebastian Williams & Son

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 Saturday

February 17th 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 William Post

Plaintiff, and

James Newby Jr

Defendant, on the part of John 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 14 day of

Jan F. D. 1870

Elias F. Honey Clerk.

By J. H. Hays

Served the within by reading the same to the within named
H. J. Johnston and J. S. Johnston in their hearing
this 21st and presentence at Jefferson County Ohio
January

Fees \$ 100

Frederick Lusk Kerneyer Subscribes
By Fred Bollenbach

Deputy

February Term 1870

William Cook

vs

Janus Husly & Co

for Debt

G. J. Johnston & X

Wm C. Fine X

COUNTY OF JEFFERSON,

The State of Missouri.

To

Johnston J. Johnson,

You are Hereby Comanded, That setting aside all manner of excuse and delay,

you appear before our Circuit Court for the County aforesaid, on the 3rd day

of January 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

William Beets

Plaintiff, and Jesse Kennedy Jr.

Defendant, on the part of Beets 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 14 day of

January A. D. 1876 Elias F. Honey Clerk.

By L. H. Parsons Deputy

February Term 1870

William Cook

vs

James Husley

for Debt

G. J. Johnston X

J. G. Johnston X

Served the within by reading the same to the within
named S. J. Johnston and J. S. Johnston in their
hearing and prefered this 21st January 1870 at Jefferson
Town S. Mo.

Fred Such Lemay or Sherriff
by Fred Holman

Deposits

COUNTY OF JEFFERSON,

The State of Missouri.

To *Wm. H. Hensley & Chas. Hensley*

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 *Saturday of*

July 11th 1870 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

William Cook

Plaintiff, and

James Hensley Senr

Defendant, on the part of *W. H.* 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 *14* day of

January A. D. 1870 *Chas. P. Honey* Clerk.

By J. Hensley Senr

Car Ch

July Term 1870

William Cook

James. Kinsley ^{es} and

Wm Kinsley

Wm Kinsley

Served the within by meeting the same to the mother
named M. H. Shanks by and the Shanks by me there
bearing and present this 1st day of February 1870
at Jefferson Barr St Mo

Recd \$ 100

By Fred Duchtemayr Sheriff
John S. Johnson

J. S. J.

COUNTY OF JEFFERSON,

The State of Missouri.

To *Thomas Lankham*

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 *fourteenth*

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

William Leavelle Plaintiff

Plaintiff, and *Jimmie Strimberg*

is

Defendant, on the part of *the 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

July A. D. 18*79*

Attorney Clerk.

By S. H. Agin St

served the writ in due season This 2^d day of
February 1850 by reading the same to the
with named Thomas Lamborn in his
presence and hearing at Jefferson County Ala

Forcl Lark Tomayer Schomb's

Geo 50 Ct B Fred Colman's

Depts

Mr Cook

8057

James Hausly

COUNTY OF JEFFERSON,

The State of Missouri,

To *William Tracy*

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 *20th*

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 *Amber*

Plaintiff, and

James Henery

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 *5* day of *July* A. D. 18*70*

E. Honey

Clerk.

Wm. Tracy

SUBPOENA.

To Jefferson Circuit Court.

July Term, 1860

Cook
Hensley }

Sullivan Frazier
for Deft

Served the within subpoena this 5th day of February 1870
by reading the same to the within named Sullivan Frazier in
his hearing and presence at Jefferson County Mo

Fred South Tom Ogden Clerk
By Fred Volkmann

Deputy

fees 50 cts

William Cook, - Plaintiff } In the Circuit
Against } Court of Jef =
James Keasley, - Defendant } Person County Mo.

The Plaintiff for replication to the Answer of Defendant, filed October the 11th 1869, denies that the Defendant signed the compromise agreement made by him and Plaintiff, on the 20th day of May 1868, under a mistake of the true facts of the case, or of Defendant's claim to the land in controversy, - and denies that Defendant was so feeble in mind as not to understand said agreement, For, Plaintiff avers that Defendant's own Attorney wrote the agreement, & explained it to him, & that he fully understood it, And Plaintiff denies that Defendant has since the making of said Contract, ascertained that Plaintiff had no just or legal title to said land, And Plaintiff denies that Plaintiff's ancestor, Henry Cook, in, or about the year 1838, or at any other time, made & executed a Deed conveying 40 acres of land (of which included the $27 \frac{47}{100}$ acres ^{in controversy}) to the Defendant, and denies that said $27 \frac{47}{100}$ acres of land in controversy is included in any deed whatever that Defendant

ever got from said Henry Cook, or any
body else, & denies that Defendant ever
had said land surveyed, and denies that
he has any title to the same. And Plain-
tiff avers that, if Defendant ever did
have any title or claim to said Land,
he has, by said agreement he made
with Plaintiff on the 20th day of May
1868, bound himself, by way of Com-
promise of said Claim, to convey to
Plaintiff the part of said $27 \frac{47}{100}$ acres
of land, described and Claimed by
him in his petition, And Plaintiff
therefore denies that Defendant's pretended
Claim of title to said $27 \frac{47}{100}$ acres of land
is any defence to Plaintiff's action,
And Plaintiff denies that he overreached
or practiced any fraud or undue in-
fluence on Defendant to induce him to
enter into the Compromise Contract made
May 20th 1868, - and denies that said Con-
tract was not written according to the
terms agreed upon between the Plain-
tiff and defendant, - and denies that it
was written at his dictation any more than
Defendant's dictation. And Plaintiff de-
nies that said Compromise Contract
is void for uncertainty, and denies that

The land is not susceptible of divisions according to the terms of said Contract, and denies Defendant's allegation that Plaintiff did not tender him a Deed Claimed on the 21st of August 1868, for the part of said land which was to be Decreed to Defendant by said agreement, - And Plaintiff avers that said compromise agreement was fairly made by Plaintiff and Defendant, in order to settle the Controversy about said $27 \frac{44}{100}$ acres of land then in dispute between them, - and that Defendant fully understood it at the time, - and Plaintiff denies that Defendant shows even by averment any good or valid reason in his Answer why Plaintiff should not have said Compromise Contract enforced by decree of the Court for that portion of said $27 \frac{44}{100}$ acres of land claimed by him in this suit, Plaintiff having replied to all deemed material, Prays the Court for a decree to the land claimed by him in his petition, & for the relief generally as therein Prayed.

Abner Green
Attorney for Plaintiff

In Circuit Court
Jefferson County

William Cook
vs.
James Hensley

Replication

Filed July 3 1870
E. H. Hensley

William Cook } In the Circuit
vs } Court of Jefferson
James Wendley } County Missouri

Now at this day comes the
Defendant and Demurs to
the ^{amended} Pleading of Plaintiff
filed in this cause on the
8th of April 1869 for the
following Reasons viz,

1st Because said Pleading
does not state any facts
sufficient to constitute
a cause of action in this
that it does not state
that Defendant was at
the time ~~the~~ the alleged
Contract was made between
Plaintiff & Defendant for
the conveyance of the Land
in said Pleading described
the owner of the Land
thereof either legal or
Equitable or any part thereof
or that he, the Defendant, had
any interest in said Land
at the time of the institution

of this suit,

2nd Because said petition does not state facts sufficient to entitle plaintiff to recover in that it does not appear therefrom that any contract was entered into between plaintiff & Defendant for the conveyance of the land therein described that can be specifically enforced) because said petition does not show any sufficient consideration for the alleged contract & because said alleged contract as set out in said petition is too vague & uncertain to be specifically enforced by a Decree of Court

Jos. J. Williams
Atty for Defendant

Wm Cook
vs
James Hensley

Demurrer

Filed ~~May~~ 13th 1878
Elias M. Hensley
By S. H. Ayres Jr.

McCook, } Wednesday May 20th 1868,
 vs- }
 vs Hensley } Compromised Book of P. 553,

1/2 Mary Elk, copy let, 30^c, ex⁵⁰ mit & copy 1.10 1.90
 lock 10^c, files ²⁵ and ²⁰ on surveyor, ³⁵ cont. ²⁵ ~~nd~~ 1.15
 following acct, ³⁵ or ²⁰ motion ²⁰ mile ²⁰ ent agreement, ³⁵ 1.30
 hight, 50^c ^{adjudt} ¹⁰ appor 10, or 20 nd ²⁰ 1.10
 making coat, ⁵⁰ 2 ¹⁰ ¹⁰ ex ⁵⁰ 1.10
 3 Spas, @ 25^c 75
 \$ 7.30

John Williams Serv deft, #1, Serv 7 Spas \$350 \$ 4.50

Mr. Hensley Surveyor, 8.00

Witness,
 J B Doves - 2-14 \$4.00 paid by Cook,
 Wm Williams 2 - 200 " " Hensley

6.12
 7.30
 4.50
 17.92

Cook
no
Hensley

Bill

William Cook } In the branch limit Nov Term 1869
 James Kinsey } copy Pet. Cert. 1.50 unt copy 1.10 } \$ 2.60
 Files 90¢, Dockets 4 20¢ ans 20 Rep 25 - Dec 25. } 1.80
 Notes 20¢ ord from Juny. 35¢ ord 35¢ H cents 100¢ ink greent 55¢ ju exp 50 } 2.45
 issue 14 sp as @ 25- }
 3.50
 50
 \$ 10.85

John Williams Sore debt 1.00 calls 20 } 1.20

3^{line} Cash } Luchtemeyer Sore 22 wts 50¢ 10.50
 1 must. 25, calls wts 1.05 1.30 } \$ 11.80

May Term 1869

G. J. Johnston,	1	day	- 12 miles		\$ 1.96
J. G. Johnston	3	"	12 "		3.96
Wm C Fine	3	"	12 "		3.96
J. K. Williams	3	"	12 "		3.96
					<u>13.84</u>

Nov Term 1869

G. J. Johnston	7	days	12 miles		7.96
J. G. Johnston	10	"	12 "		10.96
Wm C Fine	7	"	12 "		7.96

Nov Adjourned Term 26.88

G. J. Johnston	3	days	12 miles		3.96
J. G. Johnston	3	"	14 "		4.12
Thomas Sankens	5	"	8 "		5.64
Seelum Frazer	1		8 "		1.64
					<u>15.36</u>

Total.

\$ 77.93

Wm Book

^{rs}
James Wmsley

Wm Bell

7793