

Jefferson County Circuit Court
Case Files - Civil
March 1870, NO. 15

Box 26 Folio 2

Dyle, Henry
vs

Williams, Merideth

Debt

Debt \$125 loaned, \$11 for one plow,
and 350 bushels of corn for working
on defendant's farm

Henry Ogles Plaintiff

Meredith Williams, Defendant

In the Superior
Circuit Court.

Plaintiff states that Defendant owes him one hundred and ~~for~~ twenty five dollars loaned Defendant by Plaintiff in or about February 1868 which is due the Plaintiff and for which and the interest thereon Plaintiff asks judgment.

Plaintiff further states that Defendant owes ^{him} eleven dollars for a plow sold and delivered to Defendant by Plaintiff in the summer of 1869, which is still due Plaintiff and for which he asks judgment.

Plaintiff further states that in the Spring of 1809 he and Defendant entered into a Contract by which Plaintiff bound himself to ^{furnish one plow horse and} work during the Cropping Season ^{of 1809} on the farm of Defendant near Moses's Mill, and in consideration of such work Defendant agreed and became bound to pay Plaintiff one fourth of all the Corn that might be raised on said farm during 1809 and to board Plaintiff while he was so at work for Defendant. Plaintiff states that he complied with his part of said agreement ^{furnish one plow horse} and did work for said Defendant on said farm during

the year 1869 but that Defendant wholly
disregarding his obligations under said
agreement refused and still refuses
to pay or deliver one fourth of all
the Corn raised on said farm to the
Plaintiff. Plaintiff states that there
was raised on said ^{farm} in 1869 about four
teen hundred bushels of corn, one
fourth of which of right belongs to
Plaintiff but which Defendant refuses
to deliver to him according to said agree-
ment. ~~Wherefore~~ Plaintiff states that
his share of said Corn, three hundred and
fifty bushels, is reasonable worth and was
at the ^{time} interest said Corn should have
been delivered to him worth at least one
hundred and seventy five dollars and
for which he asks judgment.

John L. Thomas

Att'y for Plaintiff

Henry Ogden
or
Frederick Williams

Pittston.

Frederick July 14th 1870
Blair St Henry Ogden
By J. W. Alfred
Deputy Clerk.

#3. Paid off.

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, *Merideth Williams*

if he be found in your County, that he be and appear before the Honorable
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 *First* ~~Monday after the fourth Monday~~
of *March* next, then and there to answer unto

Henry Ogle

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 *Eleventh*
day of *February* A. D. 1870

Elias F. Honey Clerk Circuit Court.
By *L. H. Alford* Deputy.

I receive the receipt of service
of the within Petition served by
an officer this 19th day of
May 24, 25, 1870
Notary Public
Merrill Williams

at New York

Dec 8/10

No 15

RETURNABLE
3010 TO
JEFFERSON CIRCUIT COURT.

March Term, 1870

Henry Ogbe

Plaintiff

AGAINST

Mendick Williams

Defendant

J. B. Lewis

Original

Henry Ogle
against
Merrieth Williams

The Defendant for answer to the Petition of Plaintiff says that he denies that he owes the Plaintiff one hundred and Twenty five Dollars for Cash Loaned him by said Plaintiff in or about February 1868 and Denies that he now does or did at the time this suit was commenced owe said Plaintiff any sum whatever for Cash Loaned him by Plaintiff at any time and denies that ~~he is~~ Plaintiff is entitled to recover from Defendant any sum whatever either for principal or as interest on account of money borrowed from ~~the~~ Plaintiff by Defendant.

Defendant denies that he
owes Plaintiff eleven dollars
for a plow sold & delivered by
Plaintiff to Defendant in the
summer of 1869

Defendant denies that he and Plaintiff entered into a contract in the spring of ¹⁸⁶⁹~~1868~~ by which Plaintiff bound himself to furnish one plow horse and work during the cropping season of 1869 on the farm of Defendant near Morse's Mills. ^{in consideration of any contract of Defendant to pay him} ~~Defendant denies that~~ ^{one fourth of the corn or to be raised on said farm that year} ~~he~~ ⁱⁿ consideration of such work on the part of Plaintiff he agreed and became bound to pay Plaintiff one fourth of all the corn that might be raised on said farm during 1869 or to ~~board~~ board Plaintiff while he was so at work for Defendant and Defendant utterly denies that Plaintiff complied with any such agreement on his part or with his part of any such agreement and denies that Plaintiff did furnish one plow horse and

work for said defendant on said farm during the cropping season of 1869 he denies avers that plaintiff has never demanded the one fourth of Defendants Corn Crop raised on said farm in 1869 and denies that he was bound by any contract or agreement to deliver the same to plaintiff if it had been demanded by him, Defendant denies that there ^{was} 1400 bushels of corn raised on his said farm in 1869 or that plaintiff was entitled to any portion of what was raised, denies that he was entitled to 350 bushels of the value of \$175.00 or that plaintiff is entitled to judgment for any sum whatever, on such item, ~~Defendant~~ ^{Plaintiff} avers that in the Spring of 1869 he and plaintiff entered into a contract by which it was agreed between them that plaintiff was to work for defendant as a farm hand during said cropping season steadily in consideration of which defendant was to board plaintiff while so at work & pay & deliver to him 100 bushels of corn at gathering time, that ~~early~~

Plaintiff set in to work when the
Cropping Season Commenced and
work a short time not seeding
in all three weeks and then without
Cause when his services were most
needed he left ~~for~~ Defendants farm
failed to work for him in his crop
as by his contract he was
bound to do, by which action of
Plaintiff Defendant was Damaged
in the sum of Two hundred and
fifty dollars being Two hundred
and Thirty Dollars more than his
work which he did for Defendant
was worth which Damage resulted
to Defendant by the injury which
his corn crop suffered for want
of work which he had justly
relied on Plaintiff to do and in
which Plaintiff disappointed him
at a time when he could not
conveniently obtain another farm
hand, so Defendant prays the
Court to recoupe from the value
of the services rendered in said
crop an equal sum of the
Damages sustained by Defend-
ant by reason of Plaintiffs said
breach of said contract and

~~and~~ that Judgment be rendered
in favor of Defendant for the
remainder of such Damages
being the sum of Two hundred
& Thirty Dollars,

Defendant further answering
says that Plaintiff owes him
the sum ~~Two~~ Two hundred
Dollars for ~~board~~ board and
washing and Horse feed
received by him from Defendant
during the Year 1867 and also
the sum of Two hundred and
Ten Dollars for board of
himself & Horse & for washing
furnished him by Defendant ^{commencing} in
the Year 1868 & ending March 1st
1869 for which two sums amounting
in the aggregate to four hundred
& Ten Dollars Defendant asks
Judgment

Jos. J. Williams
Atty. for Defendant

Henry 896

Worcester Williams

Defendant's
Answer

Filed July 6th 1876
J. Henry 896

Henry Ogley for Bill
M. Williams

Henry Copy Pat. Co @ \$1.50	1.10
Wm. Copy \$1.10 plus 10. Dock 10	1.30
order 35 Ind. 15 Dis 20	.50
Cent. 25 ² Dis 20	45—
for Bill 15 + 25	25
f. Luchtman	
	\$3.60
	1.20
	\$4.80