

Jefferson County Circuit Court
Case Files - Civil
March 1870

Box 26 Folder 3

Neuman, David

vs

Priece, William M.

Debt on note

Debt \$138.15

\$138 $\frac{15}{100}$

St Louis March 27th 1868

Six Months or more after date I promise to pay
to the Order of David Reimann

One hundred and thirty eight **100 DOLLARS,**

for Value received, negotiable and payable without deduction or discount,

at the rate of ten percent per Annum from date
thirty days after date

Due,

William H. Price

Sold by CONRAD WITTEB, cor. Second and Walnut sts., St. Louis.



Dr. Wm
3
Wm Price

paid

\$138.15

paid Sept 3rd 1869
J. L. Pomeroy
J. P.

David Newman, Plaintiff

^{vs}
William M. Price, Defendant

In the Jefferson
Circuit Court.

Plaintiff states that Defendant by his promissory note herewith filed promised for value received to pay Plaintiff six months after the date thereof the sum of one hundred and thirty Eight $\frac{15}{100}$ dollars, said note being dated March 27th 1868, which and the interest thereon are yet due Plaintiff and for which he asks judgment.

John L. Thomas

Atty for Plaintiff

Vol 6 223

Sept 23 1870

for \$125⁰⁰

Honey exp part,	10
oro	58
smith & co's	1,10
and	20
Leanne to repay	20
sub 35/ Int gr 53	85-
1000	<u>25-</u>
	3,20

M. S. Boyce Clerk	20
2.18 1/2 mowing costs	40
2000 Indef 1/2	

M. W. Newman	<u>25,54</u>
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M. S. Vaughan 1st	<u>50</u>
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D. Luchmeyer	15-
2000 def 1.00 calls	<u>115-</u>

3,20
40
25,54
50
<u>1,50</u>
30,79

David M. Munn

vs

William M. Price

Petition on Note

Filed July. 11th 1870
E. J. Honey Ck

THE S. F. MISSOURI, } ss.
COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

TO THE SHERIFF OF THE COUNTY OF JEFFERSON—GREETING:

We command you, that you summon

William M. Price

*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 1st Monday after the fourth Monday
of March next, then and there to answer unto*

David Newman

*upon 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 herunto affixed,

at office in Hillsboro, this 18

day of July A. D. 1870

E. Honey

Clerk Circuit Court.

By

L. Mayford

Deputy.

3608
RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

March Term, 1870

David Harrison

Plaintiff

AGAINST

William Mc Price

Defendant

Original

Given Recd
Apr 1 to Arnold

The within was served on the 19th day of February a^d 1870,
by delivering a True copy of the within writ and Petition as
furnished to me by the Clerk of the Circuit Court, to the within
named Defendant William Mc Price at Jefferson Co Mo
Fees 1.00

Ed Lichtenmeyer Sheriff

by Florence Arnold
J Deputy

David Newman, - Plaintiff } In the Circuit
 Against } Court of Jef=
 William N. Price, - Defendant } ferson County
 } Missouri,
 } March Term 1870,

Now at this day comes the Defendant, and for Answer to the petition of the Plaintiff, admits that he signed the Promissory Note described in said petition, - but he denies that he owes Plaintiff the sum one hundred and thirty eight and fifteen cents, as specified in said note, or any part of it, except what is hereinafter stated, For Defendant states that some time in October 1861, he gave Plaintiff his Note for fifty seven dollars, and in February or March 1862, he gave his Note to Plaintiff for one hundred and fifty dollars, both Notes being for store goods previously bought of Plaintiff, And Defendants states that about two months after giving said second Note, he paid Plaintiff fifty seven dollars in full of the first Note aforesaid, and supposed he had taken it up, and knew no better for several years afterwards. Defendant states that in March 1863, he paid Plaintiff Eighty dollars on the second Note above

stated, (given in February 1862 for \$150.⁰⁰) by selling and delivering to Plaintiff one yoke of Oxen and two Cows; afterwards, in July or August 1863, he paid Plaintiff sixty dollars more on said last mentioned Note, by selling and delivering to Plaintiff another Yoke of Oxen for that sum, - making in all one hundred and forty dollars, so paid on said last mentioned Note, - and leaving a balance of only Ten dollars and interest, remaining unpaid on said Note, - And Defendant states, that he still supposed that he had taken up the said \$57 dollar Note, when he paid it in money as aforesaid, and knew no better till some time in the year 1866, or 1867, when one Charles Brumardth, a Constable in Merriamack Township came to him with said Notes for collection, - and when told ^{by} Defendant that the small Note was paid and nearly all on the second Note, he went off, saying he would return them to Plaintiff, - Afterwards said Brumardth absconded, and Plaintiff had his Attorney to write to Defendant, stating that he had said two Notes and would sue on them immediately, unless Defendant came to St. Louis, and settled with Plaintiff, - De-

Defendant then went to see Plaintiff at St. Louis,
who still pretended to ^{have} said two notes, - and
Plaintiff, after making numerous false and fraudulent
statements in regard to said notes, and false
calculations in regard to interest on the
same, and by threatening to sue Defenda-
ant thereon, he was induced to sign the
note sued on. Defendant therefore says
that the note described in Plaintiff's pe-
tition was procured by the false and fraud-
ulent statements of Plaintiff as aforesaid,
- that ^{neither} Plaintiff nor his Attorney had the pos-
session of said two old notes, when Plain-
tiff got Defendant to sign the note sued on,
But Plaintiff falsely & fraudulently pre-
tended that he had them, in order to force
Defendant to sign the note sued on, - and that he did
sign the same for fear of being harassed
with a law-suit, and not understand-
ing Plaintiff's pretended calculation
of what was due him, Defendant states
that he signed said note under a mis-
take of the facts & condition of his, and Plain-
tiff's accounts, and which was induced
by the false & fraudulent statements of Plain-
tiff, - Defendant therefore says there is no
consideration for the note sued on except
the balance on the old 130-dollar note, of Ten
dollars & interest, - Defendant therefore denies,

that he owes Plaintiff \$138.13, or any part of it,
and accords that Plaintiff is entitled to make
such any action on, ^{the} Note, ^{and on} as it was incurred by
him, as aforesaid.

Attest
Jethro W. Spencer

David Newman
vs,

William M. Price

Answer

Filed March 8/80
Elias D. Honey Ck

David Newman, Plaintiff

vs
William M. Price, Defendant

Now at this day comes said Plaintiff and for replication to the answer of Defendant admits that Defendant gave the notes mentioned in his answer for \$57. & \$150 but he most positively denies that he ever paid the \$57. note or any part of it. or that he paid on the other \$80 in one yoke of other or any thing else or that he ever paid \$60 on the \$150 by delivering to Plaintiff another yoke of oxen at that sum or any other sum. He admits that he placed the claims for said notes in the hands of his Attorney for collection which notes had been lost or destroyed of which Defendant had notice. He denies that he ever made any false or fraudulent statements to Defendant in regard to said or that he ever had his attorney to write to him for any purpose only to have same settled up. He denies that he made any false or fraudulent statements

in regard to said notes or false calculations
in regard to interest on the same or
that he induced Defendant to sign
the note sued on by threatening to sue
him. But he avers that on the day
of the date of said note Defendant
and Plaintiff overhauled all their
old transactions, settled all their
accounts on checking the two notes
described in said answer and
there was a balance found due
Plaintiff the sum of \$138.15 for which
Defendant gave the note sued on.
Plaintiff denies that the note sued on
was obtained by fraudulent statements
of Plaintiff. He denies that he ever
pretended to have said notes in his
possession for the purpose of
deceiving Defendant but simply
to collect the same which were morally
justly due but which had been lost
or destroyed which was well known
to Defendant the time he signed the
note sued on.

He denies that Defendant signed the
note sued on under a ^{his Plaintiff's accounts} mistake of facts or
but he knew just what he was doing
knew that he owed Plaintiff the

Amount of the note

He says that the whole amount of said
note is due Plaintiff & for which he
asks judgment.

John L. Thomas
Atty for Plaintiff.

David Newman

by

Wm M. Price

Replication.

Filed Sept 21 1870

E. J. Honey clk

The State of Missouri,
COUNTY OF JEFFERSON.

To M. M. Newmans

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 22^d day of *September*, 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 *Cecil Newmans,*

Wm M. Russell Plaintiff, and
Defendant, on the part of *Clement*; 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 29th day of *August* A. D. 1870

Elias F. Honey Clerk.
Ey Lewis Ho Ward Deputy

SUBPOENA

RETURNABLE TO
JEFFERSON CIRCUIT COURT.

Sept Term, 1870

Newman

vs
Wm Price

for Plaintiff

M. M. Newman

Served by reading to
the within named
person, M. M. Newman,
this September the
sixteenth 1870.

W. S. Langham
constable
of St James Township,
Shelby Co, Mo.
Fee 25