

Jefferson County Circuit Court
Case Files - CIVIL

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FOLDER 7

September 1870

Farrell, John

VS

Haynes, Thomas

Ryan, Thomas

Mellor, Joseph N.

Set aside deed

T43-R4E-S19 80 acres to

left and creditors

John Farrell, - Plaintiff
 Against
 Thomas Haynes,
 Thomas Ryan, and
 Joseph N. Mellor, - Defendants, }
 In the Cir-
 cuit Court
 of Jefferson
 County, Mis-
 souri,
 September Term
 1870.

The Plaintiff states that on the 16th day of June 1868, he recovered judgment in the Circuit Court of St. Louis County, Missouri, against Thomas Haynes, one of the above named defendants, for the sum of Eleven hundred and ten dollars and thirty seven cents, for his debt and damages, and that Execution was issued on said judgment on the 24th day of August 1868, and which was delivered to the Sheriff of Jefferson County Missouri, and by virtue of which the said Sheriff levied on the following described Land, situate in Jefferson County Missouri, as the property of the said Thomas Haynes, to wit, the South half of Lot Number One of the South West quarter of Section Nineteen, in Township Forty three North of Range Four East, containing Forty acres; also, the South half of the South half of the South East quarter of Section Nineteen, in Township Forty three North of Range Four East, containing Forty acres, - and having duly advertised the same for sale, the said Sheriff at the November Term ¹⁸⁶⁸ of the Circuit Court

of Jefferson County Missouri, to wit, on the 20th day of November 1868, sold said Land at public sale to the highest bidder, and the Plaintiff became the purchaser thereof, and on the same day received the said Sheriff's deed for the same, which deed is herewith filed as an exhibit in this cause, the Plaintiff therefore states that by virtue of said Sheriff's Deed he acquired all the right, title, and interest of the said Thomas Haynes, in and to said Land, and Plaintiff avers that he is the legal and equitable owner of the same.

The Plaintiff further states that the said Thomas Haynes was on ^{the 5th day of April} 1867 the legal owner of the Land herein above described, and that he was at that time largely indebted to divers persons, and to the Plaintiff in the sum of eleven hundred dollars, and that said Thomas Haynes was then in very embarrassed and insolvent circumstances, and that he, in order to cheat, and defraud, hinder and delay his creditors, on the 5th day of April 1867, fraudulently conveyed the Land above described to Thomas Ryan, a defendant herein, and Plaintiff avers that that the said Thomas Ryan paid no consideration whatever for said Land, but that the said Deed was purely voluntary as regards the creditors of said Thomas Haynes, and that he combined and confederated with the said Thomas Ryan to place the legal title of said Land in him, to

hold for the secret use and benefit of the said Thomas Haynes, and thus place the title to said property on their supposition, beyond the reach of the creditors of said Thomas Haynes, And Plaintiff avers that said Deed was made and continued by said Thomas Haynes for the purpose, and with the intent, to hinder, delay, and defraud his creditors of their lawful actions, damages, and forfeitures, debts and demands, and to defraud and deceive those who should purchase said Lands, and that the said Thomas Ryan was a party and privy to the fraud intended, by the said Thomas Haynes in making said Deed to him the said Thomas Ryan, And Plaintiff avers that he was an existing creditor of said Thomas Haynes at the time he made said Deed to said Thomas Ryan, - that said Thomas Haynes owed Plaintiff at that time about eleven hundred and ten dollars & thirty seven cents, and for which sum he afterwards obtained judgment against said Thomas Haynes, as before stated,

The Plaintiff further states that afterwards, the said Thomas Haynes, in order to carry out and complicate, the fraud upon his creditors, as attempted by him in said deed to Thomas Ryan, procured the other Defendant herein, Joseph N. Mellow, to accept a Deed from said Thomas Ryan for the Land herein above described, - which said Deed was made on the 30th day of September 1869,

And Plaintiff avers that the said Joseph N. Mellor paid no consideration whatever for the Deed, so made to him for said Land, on the 30th day of September 1869, by said Thomas Ryan, - either to said Ryan or to said Thomas Haynes, - That said Deed was voluntary, as to the Creditors of said Thomas Haynes, - That said Joseph N. Mellor well knew at the time he took the said Deed from Thomas Ryan for said Land, that the said prior deed of Thomas Haynes to Thomas Ryan for the same Land, was made and contrived ^{by said Haynes and Ryan} to cheat and defraud the Creditors of said Thomas Haynes. And Plaintiff avers that the said Thomas Haynes, Thomas Ryan, and Joseph N. Mellor, all combined and confederated together to cheat and defraud the Creditors of said Thomas Haynes, out of their just debts and demands against him, - and that said Deed from Thomas Ryan to Joseph N. Mellor, was made and contrived, at the instance and by the procurement, of the said Thomas Haynes, for the purpose, and with the intent, to hinder, delay, and defraud the Creditors of said Thomas Haynes of their lawful actions, damages and forfeitures, debts and demands, ^{against him,} and to defraud and deceive those who should purchase said Land, - and that the said Joseph N. Mellor was a party and party to the fraud intended by the said Thomas Haynes, & Thomas Ryan, - and that said Joseph N. Mellor holds

said Lands for the secret use and benefit of said Thomas Haynes. - The Plaintiff therefore states that in consideration of the premises, there was a resulting trust in said Lands to the said Thomas Haynes, for the benefit of his said Creators, - and Plaintiff ^{states} that he has acquired this interest ^{of said Thomas Haynes} in said Lands by his purchase under execution, and by his Sheriff's Deed as aforesaid. - The Plaintiff therefore states that the Deed for said Lands made by Thomas Haynes to Thomas Ryan as aforesaid is fraudulent and void, - and that the Deed for the same Lands made by Thomas Ryan to Joseph A. Mellow is also fraudulent and void, for the reasons above stated. And Plaintiff therefore avers that he has acquired all the legal and equitable right that the said Thomas Haynes had in and to said Lands, at the time of the sale under execution as aforesaid, by virtue of the said Sheriff's Deed to Plaintiff for the same, - and that Plaintiff is therefore the legal and equitable owner of the same.

The Plaintiff therefore in consideration of the premises, asks the Court to adjudge and decree that the said Deed from Thomas Haynes to Thomas Ryan, made the 3rd day of April 1867, for the Lands aforesaid, be set aside, vacated, and for nought held, as being fraudulent and void; and also, to adjudge

and decree that the aforesaid Decree, made
by said Thomas Ryan to Joseph N. Mellon
on the 30th day of September 1869, for the said
Lands, be set-aside, vacated, and annulled
and for nought held, as being fraudulent
and void. And to grant such other and
further relief as may be consistent with
Equity and warranted by the facts of the case,

Abner Green
Attorney for the Plaintiff,

In Chancery Court of Justices
Peru County, Sept, Term 1870

John H. Smith
vs,

Thomas H. Hays et al,

Petition
to set aside Decree, &c

Wherefore humbly to
the Court County for the
the Defendant,

Wm. H. Hays
for Pet.

Filed May 4, 1870

C. H. Hays att

\$3.00
due

John Tarrell - Plaintiff } In the Circuit
Against } Court of Jefferson
Thomas Haynes } County Missouri
Thomas Ryan and }
Joseph A. Mellon } Defendants } September Term 1870

The Plaintiff states that on the 16th day of June 1868, he recovered judgment in the Circuit Court of St. Louis County Missouri, against Thomas Haynes one of the above named defendants, for the sum of eleven hundred and ten dollars and thirty seven cents for his debt and damages, and that execution was issued on said judgment on the 24th day of August 1868, and which was delivered to the Sheriff of Jefferson County Missouri, and by virtue of which the said Sheriff levied on the following described Land, situate in Jefferson County Missouri, as the property of the said Thomas Haynes To wit: The South half of lot number one of the South West quarter of Section Nineteen, in Township Forty three North of Range Four East containing forty acres; also the South half of the South half of the South East quarter of

Section Nineteen, in Township
Forty three, North of Range four East,
Containing Forty acres - and having
duly advertised the same for sale,
the said Sheriff at the November term
1868 of the Circuit Court of Jefferson
County Missouri To wit: on the 30th day
of November 1868, sold said land at
public sale to the highest bidder, ^{and}
the Plaintiff became the purchaser
thereof, and on the same day received
the said Sheriff's deed for the same,
which deed is herewith filed as
an exhibit in this cause. The Plaintiff
therefore states that by virtue of said
Sheriff's Deed he acquired all the
right, title and interest of the said
Thomas Haynes in and to said land, ^{and}
Plaintiff avers that he is the legal
~~holder~~ and equitable owner of the
same. The Plaintiff further states
that the said Thomas Haynes was on
the 3rd day of April 1867 the legal owner
of the Land herein above described;
and that he was at that time larg-
ely indebted to divers persons, and
and to the Plaintiff in the sum of
Eleven hundred Dollars, and that

said Thomas Haynes was then in very embarrassed and insolvent circumstances, and that he, in order to cheat and defraud, hinder and delay his creditors, on the 5th day of April 1867, fraudulently conveyed the Land above described to Thomas Ryan a Defendant herein. And Plaintiff avers that the said Thomas Ryan paid no consideration whatever for said Land, but that the said Deed was purely voluntary as regards the creditors of said Thomas Haynes, and that he combined and confederated with the said Thomas Ryan to place the legal title of said Land in him, to hold for the secret use and benefit of the said Thomas Haynes, and thus place the title ^{to} of said property as they supposed, beyond the reach of the creditors of said Thomas Haynes. And Plaintiff avers that said deed was made and contrived by said Thomas Haynes for the purpose, and with the intent, to hinder, delay and defraud his creditors of their lawful actions, damages and forfeitures, debts, and demands, and to defraud

and deceive those who should purchase said lands, and that the said Thomas Ryan was a party and privy to the ~~said~~ fraud intended by the said Thomas Haynes in making said deed to him the said Thomas Ryan. And Plaintiff avers that he was an existing creditor of said Thomas Haynes at the time he made said Deed to said Thomas Ryan - That said Thomas Haynes owed Plaintiff at that time about eleven hundred and ten dollars & thirty seven cents, and for which sum he afterwards obtained judgment against said Thomas Haynes as before stated. The Plaintiff further states that afterwards, the said Thomas Haynes in order to carry and complicate the fraud upon his creditors as attempted by him in said Deed to Thomas Ryan procured the other defendant herein, Joseph N. Mellor, to accept a Deed from said Thomas Ryan for the Land herein above described, which said deed was made on the ~~the~~ 30th day of September 1869. And Plaintiff avers that the said Joseph N. Mellor paid no consideration whatever for the Deed so made to him for said land, on the 30th day of September

1869 by said Thomas Ryan, either to said Ryan or said Thomas Haynes. That said Deed was voluntary, as to the creditors of said Thomas Haynes. That said Joseph N. Mellor well knew at the time he took the said Deed from Thomas Ryan for said Land, that the said prior Deed of Thomas Hayne to Thomas Ryan for the same land was made and contrived by said Haynes and Ryan to cheat and defraud the creditors of said Thomas Haynes. And Plaintiff avers that the said Thomas Haynes, Thomas Ryan, and Joseph N. Mellor, all combined and confederated together to cheat and defraud the creditors of said Thomas Haynes, out of their just debts and demands against him, and that said Deed from Thomas Ryan to Joseph N. Mellor was made and contrived at the instance and by the procurement, of the said Thomas Haynes, for the purpose, and with the intent, to hinder, delay, and defraud the creditors of said Thomas Haynes of their lawful actions, damages and forfeitures, debts and demands, against him and to defraud and deceive those who should purchase said Land, and that the said

Joseph T Mellor was a party and privy
to the fraud intended by the said Thomas
Haynes & Thomas Ryan - and that said Joseph
T Mellor holds said land for the secret
use and benefit of said Thomas Haynes -
The Plaintiff therefore states that in
consideration of the premises, there
was a resulting trust in said lands
to the said Thomas Haynes, for the benefit
of his said creditors - and Plaintiff
states that he has acquired this inter-
est of said Thomas Haynes in said
Lands by his purchase under execu-
tion, and by his Sheriff's Deed as aforesaid,
The Plaintiff therefore states that the Deed
for ^{the said} ~~same~~ land made by Thomas Haynes to
Thomas Ryan as aforesaid is fraudulent and void,
and that the Deed for the same land made by Thom-
as Ryan to Joseph T Mellor is also fraudulent
and void, for the reasons above stated,
And Plaintiff therefore avers that he has
acquired all the legal and equitable
right that the said Thomas Haynes had in
and to said Lands, at the time of the sale
under execution as aforesaid, by virtue
of the said Sheriff's Deed to Plaintiff for
the same - and that Plaintiff is therefore
the legal and equitable ^{owner} ~~holder~~ of the same.

The Plaintiff therefore in consideration of the premises, asks the Court to adjudge and decree that the said Deed from Thomas Haynes to Thomas Ryan made the 5th day of April 1867, for the lands aforesaid, be set aside, vacated, and for nought hold, as being fraudulent and void; and also to adjudge and decree that the aforesaid Deed, made by said Thomas Ryan to Joseph H. Mellor on the 30th day of September 1869, for the said lands, be set aside, vacated and annulled, and for nought held, as being fraudulent and void. And to grant such other and further relief as may be consistent with Equity and warranted by the facts of the case

3 Abner Green
3 Attorney for the Plaintiff

A true copy of the original Petition
on file in my office

Attest

E. F. Hony Clerk

By L. H. Alfred Deputy

In the Circuit Court
John F. Currell,
vs
Thomas H. Gamble

Defendant

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

THE STATE OF MISSOURI,

St Louis
TO THE SHERIFF OF THE COUNTY OF ~~JEFFERSON~~ GREETING:

We command you, that you summon *Thomas Haynes*
Thomas Ryan *and* *Joseph J. Mellor*

if ~~They~~ be found in your County, that ~~they~~ 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 *September* next, then and there to answer unto

John Farrel

upon *his* original petition, a copy whereof is herunto 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 *22nd*

day of *June* A. D. 18*70*

E. F. Honey Clerk Circuit Court.

By *L. Hayford* Deputy.

135 du Sept 5th 70.

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

2887

Term, 1870

John Starnell

Plaintiff

AGAINST

Thomas Ryan

Defendant

Executed this Writ in St. Louis County on the 18th day of July 1870 by delivering a copy of the Writ and Petition as furnished by the Clerk to Thomas Ryan. And further executed this Writ in St. Louis County on the 20th day of July 1870. by delivering a copy of the Writ as furnished by the Clerk to Joseph W. Meller. and on the 9th day of August 1870 by delivering a copy of the writ as furnished by the Clerk to Thomas Ryan.

Fees \$3 paid by Plaintiff

Thermonie
St. Louis Co. Mo.

By me L. H. H.

John Farrell, - Plaintiff	}	In the Circuit
Against		Court of Jeffer-
Thomas Haynes,		son County, - Mis-
Thomas Ryan, and		son, September
Joseph A. Mello, - Defendants	}	Term 1870

To all whom it may Concern,-
 Notice is hereby given, that John Farrell
 the above named Plaintiff has this 4th day
 of May 1870, filed in the Clerk's Office of the
 Circuit Court of Jefferson County Missouri, a
 petition, and instituted suit, ^{in said Court} against the above
 named Defendants, Thomas Haynes, Thomas
 Ryan, and Joseph A. Mello, and caused a
 summons to be issued against said Defendants,
 and which suit is now pending in said
 Circuit Court, - the summons being made
 returnable to the September Term 1870 of said
 Circuit Court of said Jefferson County Missouri,
 to wit, on the first Monday of September
 1870, - Which said suit so pending is in the
 name of the ^{above Plaintiff} ~~parties~~ against said Defendants
 as herein above stated,
 and under the title and style as herein a-
 bove first stated, - and the object of which
 suit is to set-aside, vacate and annul
 a certain Deed, made by Thomas Haynes to
 Thomas Ryan on the 3rd day of April 1867, for
 the following described Lands situate in Jef-

Jerson County in the State of Missouri, To wit, the South half of Lot number one of the South West quarter of Section Nineteen, in Township Forty three North, of Range Four East, containing Forty acres; also, the South half of the South half of the South East quarter, of Section Nineteen, in Township Forty three North, of Range Four East, containing Forty acres; - and to set aside said Deed for fraud, - and also, to set aside, vacate, & annul a Deed made on the 30th day of September 1869, by said Thomas Ryan to Joseph A. Mellon, for the same Lands, - for fraud, - alleging that said Deeds were made and Contrived by Thomas Haynes to defraud his Creditors, - and that the Plaintiff, John Farrell was a Creditor of said Thomas Haynes, when said Deeds were made, - and to vest the title to the lands above described in the said Plaintiff, who has bought the same under an Execution against said Thomas Haynes, and has received the Sheriff's Deed therefor, and claims that he is legally and Equitably entitled to said Lands by virtue thereof, - and to obtain a decree of said Court setting aside, & annulling the said Deeds of said Ryan and Haynes for fraud, and perfecting Plaintiff's title to the lands herein above described, - Given under my hand this 4th day of May 1870.

John Farrell
Plaintiff,
By Abner Green Esq
Attorney,

State of Missouri }
County of Jefferson } ss I the undersigned Recorder
in and for said County certify that the foregoing instrument
of writing was filed for Record in office at
Hillsboro June 4th 1890 and is truly Recorded in Book 3
Pages 154 & 155.

Elias T Honey Recorder

In the Recorder's
Office of Jeff. Co., Mo.,

John Howell
as,

Thomas Waynes
Thomas Ryan, &
Joseph R. Heller

Notice of the
Removal of a suit
in above entitled Cause,
for record.

June 10th 1890
Wm. C. Clegg
C. H. Honey Recorder

John Farrell Plaintiff
against
Thos Ryan Et als. Deft

Now at This day comes
The Defendants and move
The Court to require, the
Plaintiff to give security for
costs herein for the following
Reasons to wit:

1st Because The Plaintiff is a
Non Resident of Jefferson County
& Insolvent

W A H Thomas
Atty for Deft

John Harrell
vs
The Reg an Estate,

Motion for rule
to each -

Filed Sept. 25 - 1890
W. J. Harvey cler

John Farrell Plaintiff
against
Thomas Haynes.
Thomas Ryan and
Joseph A Mellon Defts

In The Jefferson
County ~~Court~~ Circuit
Court March Term
1871

Now at this day
comes the defendants by counsel &
by leave of Court first had, files
their answer to the petition of Plaintiff
Defendants deny that John Farrell recovered
judgment on the 16th day of June
1868 in the St Louis Circuit court
against Thomas Haynes, or at any
other time for the sum of Eleven hundred
and ten ³⁷/₁₀₀ dollars, Defendants deny
that an Execution was issued on
said judgment against Thomas
Haynes, and directed to the Sheriff
of Jefferson County Mo. Defendants
deny that the Sheriff of Jefferson
County Missouri levied on the
following described property as the
property of Thomas Haynes, To wit:
the South half of Lot Number one
of the South West quarter of Section
Nineteen, in Township Forty Three North
of Range Four East containing forty
acres also the South half of the South
half of the South East quarter of

Section Nineteen in Township Forty Three
North of Range Four East, containing
Forty acres. Defendants deny that
the Sheriff aforesaid advertised said
land, deny that the Sheriff at the
November Term 1868 of the Circuit ^{court} of
Jefferson Mo. sold said land
at public sale ~~and~~ deny that John
Farrell became the purchaser thereof
deny that he received a ^{valid} Sheriff's deed
for the same on that or any
other day for said land, deny
that there is a Sheriff's deed to said
land filed with Plaintiff's petition
as an exhibit in this cause, Defendants
deny that Plaintiff acquired any
right title or interest of the said
Thomas Haynes in said land by
Sheriff's deed or otherwise, deny
that Plaintiff is the legal or equitable
owner of said land, Defendants
deny that Thomas Haynes on the 5th
day of April 1867 was indebted to
divers persons, and the Plaintiff herein
in the sum of eleven hundred dollars,
or any other sum, ~~deny~~ Defendants
admit that Thomas Haynes was on the
day of 1867 the owner of said
land and on that day conveyed

conveyed the same to Thomas Ryan for a valuable consideration, Defendants deny that Haynes in order to cheat and defraud his creditors made said ^{deed}, but aver that the same was made in good faith for a valuable consideration, Defendants aver that said deed was made in good faith & for a valuable consideration and that the same is binding ~~on~~ ^{on} all parties. Defendants deny that Thomas Haynes, combined & confederated with the said Ryan to place the legal title of said in him, but that the same was ~~in~~ ⁱⁿ good faith, deny that the said Ryan intended to hold said land for the secret use and benefit of the said Thomas Haynes, but that the same was made for a valuable consideration in good faith, deny that Thomas Haynes for the purpose, and with the intent, to hinder, delay, and defraud his creditors of their lawful rights, actions, damages, and forfeitures, debts and demands and to defraud and deceive those who should purchase said lands, but that the same was made in good faith and for a valuable consideration &c. &c. deny that John Farrell the Plaintiff was

an existing Creditors of Thomas Haynes at the Time said deed was made, to the said Thomas Ryan, Defendants deny that Thomas Haynes, in order to carry out and complicate, the fraud upon his Creditors, as attempted by him in said deed to Thomas Ryan, procured the other Defendant Joseph N. Mellon to accept a deed from said Ryan for the land herein above described, but that said deed was made in good faith and for a valuable consideration that Mellon paid Ryan for said ~~said~~ land a valuable consideration for said deed and that said deed passed all the title in said land to Joseph N. Mellon, Defendants deny that Joseph N. Mellon ^{well} knew at the time he took the said deed from Thomas Ryan for said land, that the prior deed of Thomas Haynes to Thomas Ryan for the same land was made & contracted by said Haynes and Ryan to cheat and defraud the Creditors of said Thomas Haynes, Defendants deny that they all combined and confederated together to cheat and defraud the Creditors

of said Thomas Haynes out of their
just debts and demands, against him,
Defendants deny that said deed from
Thomas Ryan to Joseph S. Mellon, was
made and contrived at the instance
and by the procurement of the said
Thomas Haynes, for the purpose and
with the intent, to hinder delay and
defraud the creditors of said Thomas
Haynes, of their lawful, actions damages
and forfeitures debts and demands,
against him and to defraud and
deceive those who should purchase
said lands. Defendants deny
that Joseph S. Mellon, was a
party and privy to the fraud intended
by the said Thomas Haynes ^{and Thomas Ryan} and
aver that Thomas Haynes ^{and Thomas Ryan} never
intended any fraud but that
the transaction as far as they were
concerned was in good faith and
for a valuable consideration, Defendants
deny that Joseph S. Mellon holds said
lands for the secret use and benefit
of said Thomas Ryan, Defendants
deny that there was a resulting trust
in said lands to said Thomas Haynes,
for the benefit of creditors, Defendants

deny that Plaintiff has acquired this interest of said Thomas Haynes, in said lands by a purchase under execution, and by a Sheriffs deed Defendants aver that the ~~deed from~~ for said land from Thomas Haynes to Thomas Ryan, as aforesaid was in good faith and for a valuable consideration and that the deed from Thomas Ryan to Joseph. T. Mellon was in good faith and for a valuable consideration, Defendants aver that Plaintiff ~~has~~ ^{either legal or equitable} acquired no title to said lands, by Sheriffs deed or otherwise and that Plaintiff has no title to the same, Defendants having fully answered asked to be discharged with costs

W H Thomas
Atty for Defendants

John Farrell

Oct 105 ~~Wm~~ ~~Farrell~~ ~~Farrell~~

Thomas Haynes

Chambers

Bill Dec 27 1870

W. S. Boyce Clerk