

Jefferson County Circuit Court
Case Files - Civil
September 1873, No. 18

Box 31 Folder 45

Harness, John

vs.

Kean, John L., trustee
Casswell, Catherine

Debt

Debt \$125 for one horse;
depositions from Montgomery
County

John Harner, Plff. }
 against }
 John L. Kean Trustee of }
 Catharine Casswell ~~Def't~~ }
 Catharine Casswell, Def't, }
 In the Jefferson }
 County Circuit }
 Court September }
 Term A. D. 1873,

Plaintiff states that on the 28th day of ~~March~~ A. D. 1871. Catharine Casswell one of the above named defendants, did purchase of plaintiff one horse, of the value of one hundred and twenty-five (\$125⁰⁰) dollars; and for that price and sum did buy, and receive into possession from plaintiff, said horse of the value of one hundred and twenty-five (\$25⁰⁰) dollars.

Plaintiff further states, that at the time of said purchase, and the contracting of said indebtedness, the said Catharine Casswell one of the above named defendants was the wife of one * Daniel Casswell late of the County of Jefferson; and at the time of said contracting he was not aware of the said Catharine Casswell one of the above named defendants, being under coverture; but that she represented herself to be trading in her own interest and behoof.

Plaintiff further states that since the contracting of said indebtedness

Daniel Casswell has died therefore the
said Catharine Casswell one of the
above named defendants is now a
feme sole; and demand having been
made of the said Catharine Casswell
since her discovery of the debt and
✓ sum of one hundred and twenty-five
(\$250) dollars, on or about March
the 11th A.D. 1872; and that, then and
there the said Catharine Casswell one
of the above named defendants,
✗ did confess, and acknowledge said
indebtedness as just, and then,
and there, did promise to pay said
said debt to plaintiff, which plaintiff
is able to verify; but since that time
plaintiff has been unable to collect
said debt or any part thereof

✓ Plaintiff further states; that at
the time of contracting said indebtedness
in way and manner before mentioned,
Catharine Casswell one of the above
named defendants, was, and is still,
seized in fee, in her own separate
rights as her sole and separate property a
✓ farm in the county of Jefferson
State of Missouri containing in the
aggregate two hundred and sixty acres
of land, being situate in survey 112664
said land is of the value of three thousand

(3000.) dollars.

x Plaintiff further states, that in the consideration of the sale, and delivery, of said horse before mentioned of the value of one hundred and twenty-five (\$125⁰⁰) dollars Catharine Casswell one of the above named defendants by said purchase ~~did~~ and contract made and entered into with plaintiff did agree to charge her said Estate with the amount of said debt; and that said horse was taken too; and used upon the said separate premises of the said Catharine Casswell one of the above named defendants.

v Wherefore plaintiff demands judgment; that the said debt be a charge upon the said Estate of the said Catharine Casswell one of the above named defendants; and that said Estate be applied to the payment of the sum of one hundred and twenty-five (\$125⁰⁰) dollars, with interest from the 11th day of March 1872, with costs that may accrue thereon and such other orders and judgments as the court may deem just.

Jain Pym,
Atty for Pettr

John Harness Plff.

vs.

John L. Hean Trustee of
Catharine Carswell and
Catharine Carswell
Deft.

Clerk files process to
St Louis Co.

aug.

Filed July 25 1873

W. S. Boyce Secy

John Harnes Pltff

against

John L Kean Trustee of

Catharine Casswell ~~Sept~~

and Catharine Casswell Septs

In the Jefferson County circuit
Court. September Term A.D. 1873.

Plaintiff states that on the 28th day of May A.D. 1871 Catharine Casswell one of the above named defendants, did purchase of plaintiff one horse, of the value of one hundred and twenty five (\$125-00) dollars, and for that price and sum did buy and receive into possession from plaintiff said horse of the value of one hundred and twenty-five (\$125-00) dollars.

Plaintiff further states, that at the time of said purchase and the contracting of said indebtedness, the said Catharine Casswell one of the above named defendants was the wife of one Daniel Casswell late of the County of Jefferson: and at the time of said contracting he was not aware of the said Catharine Casswell one of the above named defendants, being under coverture, but that she represented herself to be trading in her own interest and behoof. Plaintiff further states that since the contracting of said indebtedness Daniel Casswell has died therefore the said Catharine Casswell one of the above named defendants is now a feme sole, and demand having been made of the said Catharine Casswell since her discovery of the debt and sum of one hundred and twenty-five (\$125-00) dollars, on or about March the 11th A.D. 1872. and that then and there the said Catharine Casswell one of the above named defendants, did confess and acknowledge said indebtedness as just, and then and there did promise to pay said said debt to plaintiff, which plaintiff is able to verify, but since that time, plaintiff has been unable to collect said debt or any part thereof. Plaintiff further states: that at the time of contracting said indebtedness in way and

John Harnes, Pltff

against

John L. Kean Trustee of
Catharine Casswell and
Catharine Casswell, defts

In the Jefferson County Circuit Court
September Term A.D. 1873.

Plaintiff states that on the 28th day of May
A.D. 1871. Catharine Casswell one of the above
named defendants, did purchase of Plaintiff
one horse, of the value of one hundred and
twenty five (\$125⁰⁰) dollars; and for that price
and sum did, buy and receive into possession from
plaintiff, said horse of the value of one hundred
and twenty five (\$125⁰⁰) dollars.

Plaintiff further states, that at the time of
said purchase, and the contracting of said
indebtedness, the said Catharine Casswell one
of the above named defendants was the wife of one
Daniel Casswell late of the County of Jefferson
and at the time of said contracting he was
not aware of the said Catharine Casswell one
of the above named defendants being under
coverture, but that she represented herself to
be trading in her own interest and behoof.

Plaintiff further states that since the contracting
of said indebtedness, Daniel Casswell has died, there-
fore the said Catharine Casswell one of the above
named defendants is now a feme sole, and de-
mand having been made of the said Catharine
Casswell since her discovery of the debt and
sum of one hundred and twenty five (\$125⁰⁰)

dollars, on or about march the 11th A.D 1872, and that, then and there the said Catharine Casswell one of the above named defendants, did confess and acknowledge said indebtedness as just, and then and there, did promise to pay said debt to plaintiff, which plaintiff is able to verify, but since that time plaintiff has been unable to collect said debt or any part thereof.

Plaintiff further states, that at the time of contracting said indebtedness in way and manner before mentioned, Catharine Casswell one of the above named defendants, was, and is still seized in fee, in her own separate right as her sole and separate property a farm in the County of Jefferson State of Wisconsin containing in the aggregate two hundred and sixty acres of land, being situate in survey No 664 said land is of the value of three thousand (\$3000) dollars. Plaintiff further states, that in consideration of the sale and delivery of said horse before mentioned of the value of one hundred and twenty five (\$125⁰⁰) dollars, Catharine Casswell one of the above named defendants by said purchase and contract made and entered into with plaintiff did agree to charge her said estate with the amount of said debt, and that said horse was taken for, and used upon the said separate premises of the said Catharine Casswell one of the above named defendants.

Wherefore plaintiff demands judgment

that the said debt be a charge upon the
said estate of the said Catharine Casswell
one of the above named defendants; and that
said estate be applied to the payment of the
sum of one hundred and twenty five (\$125.00)
dollars, with interest from the 11th day of
March 1872. with costs that may accrue
thereon and such other orders and judgments
as the Court may deem just.

Sam Byrns.

Att'y for Pliffs.

A true copy of the original petition
witness W. S. Boyce clerk with the
seal of said Court hereunto affixed
at office Nov. 18th 1873.

W. S. Boyce clerk
By C. H. Horne Depy.

The State of Missouri, }
COUNTY OF JEFFERSON. } ss.

The State of Missouri,

Saint Louis

TO THE SHERIFF OF THE COUNTY OF ~~JEFFERSON~~---GREETING:

We command you, that you summon

*John L Kean Trustee
of Catharine Casswell and
Catharine Casswell*

they
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 *Second*
Monday after the fourth Monday of *September* next, then and there
to answer unto

John Humes

upon

his

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

Witness, W. S. BOYCE, Clerk of our said

Circuit Court, with the seal thereof hereunto af-
fixed, at office in Hillsboro, this *25th*

day of *July* A. D. 18*73*

W S Boyce

Clerk Circuit Court.

By

W H Hume

Deputy.

18

3895

RETURNABLE
TO
JEFFERSON CIRCUIT COURT.

September TERM, 1873.

John Chaney.

vs

John L. Kean Trustee
of Catharine Casswell
and Catharine Casswell

(Original)

Wm. 208-22, 14

Executed this writ in St. Louis County on
the 31st day of July 1873 by delivering a
Copy of the writ and petition as furnished
by the Clerk, to John L. Kean Trustee of
Catharine Casswell, (Catharine Casswell cannot
be found in my County)

for paid

Philip C. Taylor Sheriff
of St. Louis County - Mo.
By A. Kienlen Deputy

The State of Missouri, }
COUNTY OF JEFFERSON. } SS.

The State of Missouri,

Saint Louis
TO THE SHERIFF OF THE COUNTY OF ~~JEFFERSON~~—GREETING:

We command you, that you summon

John L. Kean Trustee
of Catharine Casswell and
Catharine Casswell

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 *Second* Monday after the fourth Monday of *September* next, then and there to answer unto

John Harney

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

LS

Witness, **W. S. BOYCE**, Clerk of our said

Circuit Court, with the seal thereof hereunto affixed, at office in Hillsboro, this *25th*

day of *July* A. D. 187*3*

W. S. Boyce

Clerk Circuit Court.

By

W. H. Harney

Deputy.

RETURNABLE
TO
JEFFERSON CIRCUIT COURT.

Sept. TERM, 1873.

Warnef.

v.

Kean & Casswell

copy

John Harness Plff. }
 against } In the circuit court
 John L. Kean, Trustee of } of Jefferson County
 Catharine Casswell and } Missouri September
 Catharine Casswell Defs } Term 1873.

This affidavit says that Catharine
 Casswell, ^{one of} the defendants in the above
 entitled cause, has absconded from
 her usual place of abode in this
 State, "or conceals herself" so that the ordinary process of
 law cannot be served upon her.
 Subscribed and sworn to
 before me this 20th day of Jan. Dyans,
 Sept 1873.

M. S. Boyce Clk.

By C. H. Morine depts.

16
John Yarnes Puff
vs.

John L. Hunt Druslow
Catherine Casswell and
Samuel Casswell Defts

Affidavit for an
Order of Publication

Filed Sept. 20 1883
W. S. Boyce Clerk

The State of Missouri, }
COUNTY OF JEFFERSON. } ss.

The State of Missouri,

Montgomery
TO THE SHERIFF OF THE COUNTY OF ~~JEFFERSON~~ --- GREETING:

We command you, that you summon

Catharine Caswell

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 *Second* ~~Monday after the fourth Monday of January~~ next, then and there to answer unto

John Harnes

upon

his

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

Witness, W. S. BOYCE, Clerk of our said

Circuit Court, with the seal thereof hereunto affixed, at office in Hillsboro, this *18th*

day of *November* A. D. 18*73*

W. S. Boyce

Clerk Circuit Court.

By

W. H. Haine

Deputy.

Served the within writ by delivering a Certified Copy
of same and, also of the within attached petition to Mrs Catherine
Gowan, formerly Catherine Leaswell on the 22nd day of Novem-
ber A.D. 1873, Done in Montgomery County Missouri

A. H. White
Att. Meo Mo

Victoria

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

January TERM, 1874.

John Warner.

vs

Catherine Capwell

original

NOTICE TO TAKE DEPOSITIONS.

John Kanner

In the

Leicemitt

Plaintiff

...Court for

AGAINST

*John L. Kean
Marta Gleatonine
Govern et al*

Defendants

the County of *Jefferson*

State of Missouri.

TO THE ABOVE NAMED

Plaintiff or S. Bynum his attorney

Preced

You are hereby notified, that depositions of witnesses to be

read in evidence in the above entitled cause, on the part of the *Defendants* will be taken at the office of *J. J. Towell in the Town of New Florence*

~~in the~~ County of

and State of Missouri, on the

8th

day of

May

A. D. 18 *74* between the hours of eight o'clock in the forenoon and six o'clock in the afternoon of that day; 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, till completed.

*Service of this notice is hereby acknowledged, and issue of
dedimus, and all exceptions are to time waived.*

Witnesses *April 22-1874*

Sam Bynum

att'y for Defs

John L. Kanner & Co

att'y for Defendants

Harnefs
r
Casswell

Filed May 13th 1874
W. S. Boyce
Clerk

John Warner Plaintiff	} In the Circuit Court of Jefferson County Mo
vs	
John L. Kean, Trustee of Catharine Gawron, and Catharine Lowon, and Lowon her husband, Defendants	

Now come said Defendants
and for answer to the petition of
the plaintiff filed herein on the 25th
day of July 1873, deny that on the 28th
day of March 1871 or at any other
time the said Catharine Gawron
formerly Catharine Casswell
purchased of Plaintiff one horse
of the value of one hundred and
twenty five dollars or any other
sum, or that or any other sum
she bought or received into her
possession the said horse.

They admit that in March 1871
the said Catharine was the wife of
of Daniel Casswell but they deny
that Plaintiff was ignorant thereof
or that she represented herself as acting
in her own interest or behoof.
~~That~~ They admit that said Daniel was

reported this life but Defendants
most emphatically deny that since
the death of said Daniel the said Catharine
in or about March 11 1871 or at any
other time did acknowledge or confess
said ^{alleged} indebtedness of \$125 to the just
or promised to pay the same to Plain-
tiff.

The Defendants admit that in
March 1871 the said James L. Keon
was seized of the land described
in said petition for the sole and
separate use of said Catharine
but they own that on the 11th day
of September 1873 the said Keon
at the written request and instance
of said Catharine did convey
said land to Thomas F. Poursell
for a consideration of four
thousand dollars which sum
was paid to said Catharine by
said Poursell and that said Poursell
bought said land without notice
of this suit. Defendants say
that they are all non residents of
Jefferson County Mo and were at
the commencement of this suit
and have continued all the time

and still continue to reside out of
said County and the process was
served on them out of said County
and hence they say this Court
has no jurisdiction over them
and ask to have this Case dismissed.
Defendants deny that by reason
of the said Cothmans pretended
purchase of said house she
intended to bind or did bind said
real estate for the payment of
the said sum of \$175 as alleged
in said petition, but as she and
her sister have no title to said
land at this time and have not
had since September 11th 1873
this Court has no jurisdiction
over the Defendants as they have
not resided in said County for a
period of time anterior to the com-
mencement of this suit and do not
reside therein now nor was process
served on them or any of them therein
and having fully answered may
be discharged with Costs.

John L. Howard & Co
Attys for Defts.

John Harness

ۛ

J. L. Kean, Instructor

Answer.

Filed April 11 1878/4
Wm. Boyce clk
By C. H. McKim Secy

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Depositions of Witnesses produced
sworn and examined on the 8th day of
May 1874 Between the hours of eight
o'clock in the forenoon and six o'clock
in the afternoon of that day at the office
of J. J. Pamee in the town of New Flanna
County of Montgomery and State of
Missouri before me R. G. H. Mansfield
a Notary Public in and for the County
of Montgomery and State of aforesaid.
In a certain Cause now pending in
the Circuit Court in the County of
Jefferson State of Missouri,
Between John Harnes Plff. and
against John L. Kean Trustee of
Catharine Gowan Et al defts on
the part of the defendants,
William Wilsdon of lawful age
Being produced sworn and examined
on part of defendants deposes as
follows to wit,

I reside in the town of New Flanna
County of Montgomery and State of Mis-
souri, have been living in said town
since Sept last and in said County
about two years, I am the son of the
defendant Catharine Gowan by her
first husband, William Wilsdon
I am acquainted with John Harnes

the Plff in this cause, became acquainted with him at a public sale at or near Houser Springs in ^{said} Jefferson County it being on or about the 20th day of May 1871, I there and then of my own accord contracted with said John Harness for the horse he has sued for the price or value of in this suit, I agreed to pay him one hundred and twenty five (\$125.00) dollars for the horse and he agreed to take that price for the horse. I had no money to pay him and he agreed to take my note for the price of the horse with my step father David Caswell name to the note as my security the note was written by a man by the name of Wilson I think. I signed my name to the note, and Anthony Chasman signed the name of my step father, Caswell name to the note, Mr Harness the Plff accepted the note in payment for the horse and said it was alright and delivered me the horse my mother had nothing to do with the buying of the horse in any way or respect. I bought the horse for my own use to trade on and use as I saw proper and was kept by me as my own property. I left Jefferson County in March or

April 1872 and brought the horse with me to St Louis Mo, and from there to this Montgomery County, and did continue to keep and control the horse until August last. Mr Harness the Plff was very anxious to sell ~~me~~ the horse and warranted him sound. I was no judge of a horse and after I bought the horse I found that he was about blind and went entirely blind in June or July 1871, I was informed afterward by persons who professed to be judges of horses and who knew the horse that he was not worth more than twenty five or forty dollars, the reason I did not return the horse to Mr Harness after I found I had been cheated and defrauded by him in selling me the horse, was that I was advised to wait till ~~Mr~~ Harness brought suit on the note and then to set up as a defence to the payment of the note, misrepresentation and fraud by said Harness in selling me the horse, My step-father David Caswell died the 19th day of November 1871, I don't remember the how long the note was ^{to} run before it was to become due, I do not know the residents of Anthony Chronon the

the man who signed David Caswell
name to the note, he was at that time liv-
ing with us on the farm, and had been
living with us about a year previous up
to the time of moving to the farm, in said
Jefferson County, and remained with us
there until about the first of November
1871, and then left on account of being
sick and went to my uncle William
O'Dannell in St Louis County, and
remained there until about the 25th
day of December 1871, and then went
to his brother in Iowa, I was ^{about} ~~then~~ twenty
one years of age at the time I bought the
House and was making my step-father
David Caswell my Home, and working
with him on the farm in said Jefferson
County.

Wm B. Wilson

Given at the Office of T. J. Powell in
the town of New Florence and County
of Montgomery State of Missouri,
^{subscribed & sworn to before me}
this 8th day of May 1874

Riley H. Mansfield Notary

Catherine Cawson of lawful age being
produced sworn and examined on
the point of defendants depositions and
says, I reside in the town of New-
Florence County of Montgomery State

of Missouri have resided in said
 town since Sept 1873 and have lived
 in said county since July 1873 I am
 one of the defendants in this cause my
 name was Catharine Caswell before
 my marriage to Geo. Sawan my present
 husband, I was married to Geo Sawan
 in May 1873, I was the widow of ~~the~~
 Paulil Caswell deceased date of
 Jefferson county Mo, Mr Caswell
 died 19th day of November 1871, in the
 said county of Jefferson we were then
 living on the farm in said Jefferson
 county, I moved from said Jeffers-
 son county in April 1872 to St Louis
 county, and there remained until I
 removed to this county, I did not con-
 tract for bargain for or have anything
 to do with buying a horse from John
 Harness the Plff. in this cause on the
 28th day of May 1871 or at any other time,
 my son William Wilsdon told me
 that he had bought a horse of Mr Harness
 which horse was nearly blind and did
 go blind a short time after the purchase
 I was near by at the time the horse was
 purchased and saw a gentleman whom
 I did not know deliver the horse to my
 son William Wilsdon on or about

the 28th day of May 1871, I learned a
fact that time, that the man name was
Harness who sold the horse to my son
and I never at any time promised
to pay for the horse, either before the
~~sale~~ or after the death of my said
husband David Caswell, the horse
was bought by my ^{son} William for his
own use was kept by him and contin-
ued to keep the horse until he dispose
d of the horse in August in 1873 my
son William ~~fine~~ told me he give his
note for the horse, all the parties defen-
dants in this suit, were non-residents
of Jefferson county when this suit
was brought and are yet and that no
process was ever served on any of
them in Jefferson county neither
have they voluntarily appeared,
and Mr Thos. J. Powell of this place
bought the real estate ^{of defendants} described and
mentioned in Plff^s petition in this
suit as being in the county of Jeff-
erson on the 11th day of Sept 1873
paying a full value without any
knowledge of mine of this suit being
brought or the pendency of this suit
and that he traded in consideration
for part payment for said Jefferson

convey land, real Estate in this
place, and as a further consideration
he ~~ass~~ (Pawell) assumed the payment
of a deed of trust claim held a
gainst said real estate in favor
of one Paragon of St Louis, the
principal of which claim was
seven hundred (\$700.) dollars together
with interest amounting I think
to about eight hundred and seven
dollars

Witness my hand
Given at the office of T. J. Pawell in
New Florence in the County of Montg-
omery and State of Missouri, on
^{subscribed & sworn to before me}
this 1st day of May 1874

Riley H. Mansfield Notary

That J. Pawell of lawful age being
produced sworn and examined
on the part of the defendants
deposes as follows,

I reside in the Town of New Florence
County of Montgomery State of Misso-
uri, have lived in said County and
forty six years. I am acquainted
with the facts in the above entitled
cause have read and examined the
petition of Plff in said cause and
know and am acquainted with
the real estate there in described

and that on the 11th day of Sept-
1873 in the city of St Louis Mo
I bought all the right title and
interest ~~of the said~~ ^{of the said} the ~~one~~ ^{one} moiety
of the defendant John L. Kean
Trustee of Catharine Gawron Wife
of Geo Gawron family Catharine
Caswell, wife of David Caswell
and the interest of the defendants
Geo Gawron and Catharine Gawron
(It being the undivided ~~one~~ half)
of in and to the real estate descri-
bed in Plff petition, that I am
now and ever since the said 11th
day of Sept 1873. have been the legal
owner of ~~said real~~ all the inter-
est of the defendants of in and to the
real estate described in Plff-
petition. I bought the property
paying full Value therefor with-
out any knowledge on my part of
the pendency of this suit and on
consideration for said real estate
I bought of defendant as above
stated I traded them ⁱⁿ real estate
in this place in part payment
therefor and as a further consid-
eration I assumed the payment
of a debt of trust claim against

said real estate by one Dan-
 awan of St Louis for about
 Eight hundred and seven $\frac{1}{2}$ doll-
 ars both principal and interest
 which claim has been fully settled
 by me

Thos Powell
 Guin at the office of T. J. Powell
 in the town of New Florence county
 of Montgomery State of Missouri
~~subscribed & sworn to before me~~
 this 8th day of May 1874
 Riley H. Mansfield N^y

State of Missouri
 County of Montgomery ss.

I Riley H. Mansfield
 Notary Public in and for said County
~~State of Missouri~~
 do hereby certify, that in pursuance of
 the annexed Notice came before me
 at the office of T. J. Powell in the town
 of New Florence county of Montgomery
 and State of Missouri William
 Wilson Catharine Lawan and Thos.
 J. Powell who were by me severally
 sworn to testify the whole truth of
 their knowledge touching the matter
 in controversy aforesaid, that they
 were examined and their examina-
 tion reduced to writing and subscribed
 by them, respectively in my presence

on the day, between the hands and at the
place in that behalf first aforesaid,
and their said depositions are now
herewith returned, and I hereby certify
that William Wildon Catharine
Gowan and Thos. J. Powell are resi-
dents of said County of Montgomery
and State of Missouri



my hand & notarial seal
given at the Office
of T. J. Powell in
New Florence County
of Montgomery and
State of Missouri
this 30th day of May 1874
Riley H. Mansfield

Notary fee \$3.74 Postage - \$3.83 24¢
Paid by depts

County of Jefferson,

The State of Missouri.

To Phil M. Tenbrunsel v Martin Swaney

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 14th day of May 1874

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

Plaintiff, and Catharine Casswell is John Shanego is

Defendant, on the part of plff

and herein you are in no wise to fail.

WITNESS, W. S. BOYCE, Clerk of our said Court, with

the seal thereof hereto affixed, at office, this 5th day of May, A. D. 1874.

W. S. Boyce Clerk.

B. C. Ho. Horine & Sons

Directed the within audience at the court
of Sept in on the within named witnesses
Jed Hall and Martin Swanney by bearing
the same to each of them on the 8th day
may 1894

By J D Burch Sheriff
By J H McLean Dot

Harney

vs

Casswell

Off

Phil Hetterbrandt
Martin Swaney x

sheriff fees \$ 1.00

John Harness, Plaintiff }
 against } In the circuit
 John F. Kean Trustee of } court of Jefferson
 Catharine Casswell and } county Sept term
 Catharine Casswell Deft } A. D. 1874. —

Plaintiff for amended petition states, that on the 28th day of May A. D. 1871. Catharine Casswell one of the above named defendants did purchase of plaintiff one horse, of the value of one hundred and twenty five (\$125.⁰⁰) dollars, and for that price and sum did buy and receive into possession from plaintiff said horse of the value of one hundred and twenty five dollars.

Plaintiff further states, that at the time of ^{said purchase} contracting said indebtedness, the said Catharine Casswell one of the above named defendants was the wife of one Daniel Casswell, late of the County of Jeff., and at the time of said contracting ^{plaintiff} was not aware of the said Catharine Casswell, being under coverture; but that she represented ~~to~~ herself to be ~~being~~ trading in her own interest and behoof.

Plaintiff further states that since the

contracting of said indebtedness Daniel Casswell has
did therefore the said Catharine Casswell
is was at the time of bringing this action
a free sole, and demand having been
made of the said Catharine Casswell during
her discovery of said debt and sum
of one hundred and twenty five dollars on
or about the 11th day of March 1872, and
then and there the said Catharine Casswell
did confess and acknowledge said
indebtedness as just, and then and
there did promise to pay plaintiff, but
since that time plaintiff has been unable
to collect said debt or any part thereof.

Plaintiff further states: that at the
time of contracting said indebtedness
in way and manner before mentioned
Catharine Casswell was and is still
single m. fr. in her own separate right
as her sole and separate property a farm
in the county of Jefferson state of Missouri
containing in the aggregate two hundred
and sixty acres of land, being situated
in Survey number 684. said land
is of the value of three thousand dollars

Plaintiff further states that since
the contracting of said indebtedness
Catharine Casswell now Catharine

Gowan. having since married one
— Gowan has acquired, ^{and,} is now
seized and possessed of the following
described lots of land in fee &
her sole and separate property. To-wit:

~~Lots 3, 2 & 1 in Block no. one~~
lots 4 & 5 & parts of lots no. 1, 2 & 3 in
block no. one - lot 5 in block 24,
lot 2 in block 28, in the Town of
New Florence, ^{mo} also lots 6, 7, & 8 and
fractional lot "E" in block one and
lots 4 & 5 - Block 2 in Powell & Lewis
addition to the Town of New Florence
Montgomery County, Missouri, -

Plaintiff further states, that in
consideration of the sale and delivery
of said horse before mentioned of the
value of one hundred and twenty five
dollars Catharine Casswell now
Catharine Gowan, by said purchase
and contract made and entered
into with plaintiff did intend and
agree and contract with a view of
charging her separate ~~her~~ estate with
said debt; and that said horse was
taken by the said Catharine Casswell
now Catharine Gowan, did take said
horse to, and use the said horse

upon her said separate premises,

Wherefore plaintiff demands judgment
that the said debt and sum be a charge
upon the said estate of the said
Catharine Casswell, now Catharine Gowan,
and that said estate be applied to
the payment of the debt and sum of
one hundred and twenty-five dollars
with interest from the the 11th of March
1872 to the rendition of judgment
with costs that may accrue thereon,
and such other orders and judgments
as the court may deem just.

John Ryms,

att^y for plaintiff

John Harwood

against

John L. Hearn, executor
of Catharine Casswell
and Catharine Casswell,

Answered petition

Filed July 14th 1874
W. S. Boyce
Clerk

John Barnes Plaintiff

John L. Kean Trustee
of Catharine Lawton and
C. Lawton and
Lawton her husband

In the Jefferson Circuit Court.

Now come said Defendants and
for answer to the petition of Plaintiff
filed July 14 1874 deny that on the 28th
day of March 1871 or at any other
time the said Catharine purchased
of Plaintiff a horse of the value of one
hundred and twenty five dollars or any
other value or that she promised
to pay Plaintiff one hundred and
twenty five dollars or any other
sum for any horse or that she received
into her possession from Plaintiff any
horse.

They admit that in March 1871
the said Catharine was the wife of
Daniel Barnes but they deny
that Plaintiff was ignorant of that
fact or that she represented herself
as having in her own right etc. etc.
They admit that said Daniel has
departed this life but Defendants

most emphatically deny that since
his death the said Cothorne or
or about March 11/1871 or at any
any other time did acknowledge
or confess said pretended indebted-
ness of \$125 to the just or promised to
pay the same to Plaintiff

Defendants admit that on the
11th day of March 1871 the said
James L. Kean was seized of the
land described as lying in Jefferson
County for the sole and separate
use of said Cothorne but they
~~admit~~ that on the 11th day of September
1873 the said Kean at the written re-
quest of said Cothorne did convey
said land to Thomas F. Pours for a
consideration of four thousand
dollars which was paid by said
Pours to said Cothorne and that
said Pours bought said land
without any notice either actual
or constructive of the pendency
of this suit. The Defendants say
that the said Cothorne has acquired
the property in Montgomery County
as charged in said petition but
they deny that this Court has any
jurisdiction of the same for they

say that said property was acquired after the bringing of this suit and was not described in the original petition and there is no land in Jefferson County where the suit is brought upon the decree of this Court can operate and hence this Court has no jurisdiction to enter a decree against the said land in Montgomery County. Defendants own that they were all non residents of Jefferson Co. at the commencement of the suit and are yet and the powers were removed from respectively in other Counties ~~than~~ Jefferson and ~~hence~~ that they have not appeared to this action except as they have been summoned and hence they say that this Court has no jurisdiction over the persons of Defendants nor any one of them to render judgment against them.

Defendants deny that by reason of the intended purchase of said house she intended to bind or did bind said real estate for the payment

of the said sum of one hundred
and twenty five dollars as alleged
in said petition but as the author
thereof have no title to said property
situated in Jefferson Co. and have
not had since Sept 11th / 873 this
Court has no jurisdiction in the
premises and hence they
ask to have this Case dismissed.

John L. Thomas & Bro.

Attys for Defendants.

John Harness

VS

J. L. Hean & als,

Answer & Amended

Petition.

Filed Aug. 13th 1894

W. S. Day &

Clk

County of Jefferson,

The State of Missouri.

To Phil Willebrand Thomas Byrns

Chas. Stephens & John Norman

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 16th day of Sept. 1874 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

John Norman is

Plaintiff, and

Catharine Govan (formerly Casswell.)

Defendant, on the part of JEFF

and herein you are in no wise to fail.

WITNESS, W. S. BOYCE, Clerk of our said Court, with the seal thereof hereto affixed, at office, this 8th day of September, A. D. 1874.

W. S. Boyce Clerk,
By C. H. Maine Deput

1874

Harnes

Gowan

P

Phil Hildebrand

Thomas Byrns

Chas Stephens

John Thorman

Shutts fee \$2.00

Executed the within and the County of
Jefferson in the State of Missouri: this 1st
day of Sept- AD 1874 By Reading the
same to the parties named Phil Hildebrand
Thomas Byrns and John Thorman
J. B. Webb Sheriff
By W. E. M. M. M. M.
Dalt

Harnes }
Casswell }

Boyce clk.

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May 1, 1874

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Philip Hetterbrand