

Jefferson County Circuit Court
Case Files - Civil
September 1874, No. 33

Baskett, Theresa
Baskett, James L.

vs.

Dyer, Eugenia C.
Dyer, William S.

Debt, note

Debt \$7,000; plaintiffs assignee
of Henry Blakesley

Box 33 Folder 19

Secured by deed of trust duly stamped,

\$1,000.¹⁰

St. Louis February 2nd 1871.

Three years after date we promise to pay
to the order of Henry Blaksley Seven Thousand
dollars for value received with interest at the rate
of 10 per cent per annum after maturity.

William S Dyer

Eugenia C Dyer

Endorsed,

St. Louis Feb. 20th 1874 on this note \$5745²⁰/₁₀₀
dollars was paid from proceeds of sale under
deed of trust made in Feb. 19th 1874.

Amos M Thayer

Trustee

without Recourse

Henry Blaksley

March 9th 1874,

Theresa Buskett and her husband
James L. Buskett, Plaintiffs

vs.

Petition.

Eugenia C. Dyer and her husband
William S. Dyer, D

In the Circuit Court of Jefferson County and State
The Plaintiffs ^{James L. Buskett & Theresa Buskett} ^{of Missouri} ^{Superior Term A.D. 1874}
And said plaintiffs for their cause of action state that on the 2nd
day of February A.D. 1871 the aforesaid Eugenia C. Dyer and
her husband ^{Wm S. Dyer}, for value received executed and de-
livered their joint and several negotiable promissory note to
the order of Henry Stakerley in the sum of Seven thousand dollars
with interest thereon at 10 per cent per annum from maturity,
whereby they, said defendants in the form aforesaid, promised
to pay three years after date to the order of Henry Stakerley
said sum of Seven thousand dollars for value rec^d. with
interest at the rate of 10 per cent per annum after maturity;
that said note whereby said defendants promised to pay as
aforesaid was in word and figure following to wit,
(as will more fully appear by the original thereof here-
with filed marked exhibit "A.") "St. Louis, Feby 2^d 1871
\$7000. — Three years after date we promise to pay
to the order of Henry Stakerley Seven thousand dollars
for value received with interest at the rate of 10 per
cent per annum after maturity. — That payment
of said note has been heretofore demanded but defendants
and each of them have neglected and refused the
payment thereof except as to the sum on said
note due Feb 1874 \$5945.²⁰/₁₀₀ which will

more fully appears by reference to said note filed herewith as the exhibit aforesaid.

And afterward to wit on the 9th day of March A.D. 1874, at to wit the County aforesaid, said Plaintiff Thomas Burskell, for value received became the owner of said note by transfer from Henry Platerley, the original payee, by the following words indorsed on said note, to wit, "without recourse" Henry Platerley March 9. 1874, and said Plaintiff is now the owner of the same and entitled to the amount thereof viz. Seven thousand dollars with interest thereon at the rate of ten per cent per annum from 2^d day February A.D. 1874, subject to and less the credit of Five thousand Seven hundred and forty-five ²⁰/₁₀₀ dollars indorsed on said note in the words and figures following to wit, St. Louis Feb. 20th 1874 on this note \$5745.²⁰/₁₀₀ Dollars was paid from proceeds of sale under deed of trust made on Feb. 19. 1874. Almon M. Thayer."

Wherefore Plaintiff prays judgment against said Defendants Eugene C. Dyer and Mrs. S. Dyer for the use of said Thomas Burskell for Twelve hundred and fifty-four dollars with interest thereon at the rate of ten per cent per annum.

2^d Count. And for a further cause of action, arising out of the same transaction, plaintiffs state that on the 2nd day of February A.D. 1871 the defendants executed their certain promissory note to Henry Blakerley as set forth in the foregoing count of this petition, and as will appear by the original thereof, herewith filed as exhibit "A" (~~B~~ ^{and} "C"); that at the time of the execution and delivery of said promissory note, the defendant Eugenia C. Dyer was, and long had been, the wife of William S. Dyer; that said Eugenia C. Dyer then was and long had been beneficially seized and possessed of certain real estate herein below described, situated within the County of Jefferson aforesaid, and within the jurisdiction of this Court, to her sole and separate use, behoof and benefit, free of and from the control of her said husband; that of said real estate in which she was beneficially interested, one ^{was and now is, trustee,} and clothed with the naked legal title thereof, in trust for her sole and separate use and benefit, and such uses as she might from time to time, appoint; that said Eugenia C. Dyer, defendant, being then seized of such separate estate, executed jointly with her husband and co-defendant William S. Dyer the promissory note herein before described whereby she promised to pay ^{to the order of} Henry Blakerley for value received the sum in said promissory note indicated, to wit, Seven thousand

dollars on 2 February A.D. 1874, with interest thereon
(as will appear by a reference to the
original filed with indorsement) —
for value received, together with ten per cent interest
~~for~~ annum thereon after maturity, and whereby she
intended to and did charge her said separate
estate with the debt created by said execution &
delivery of the said promissory note; that pay-
ment of said note has been often requested by
Henry Blakesley before assignment of said note
to plaintiff Thorne and by plaintiff since the
assignment, and payment has been often re-
fused and particularly refused by said Eugenia
C. Dyer, of whom demand has been made
for the balance due; that said estate held
by said as trustee for the sole
and separate use of said Eugenia C. Dyer, &
which plaintiff are advised and over is
charged with the said debt and note herein-
before described is the following real
estate situated, lying and being in the
County of Jefferson aforesaid, to wit

Wherefore plaintiff prays judgment against
the said Eugenia C. Dyer defendant for the
sum of Twelve hundred and fifty four dollars
being the balance due on said promissory
note, with ten per cent. interest thereon
from the 2^d. day of February 1874, and that
in default of the payment thereof the said
separate estate of said Eugenia C. Dyer,
or an adequate portion thereof be sold and
the proceeds thereof applied to the payment
of said balance and that

Justice as aforesaid be compelled by Com-
pulsory process to make such conveyan-
ces or releases in law or equity, as may
in such event be necessary and proper;
and for plaintiff's costs and such other
and further relief as may in said premises
be just and to the Court shall seem fit;
~~proper and equitable.~~

Chas. B. Henry
with Thos. McMullin Atty. for Plaintiff.

Theresa Rustell et al.

Pr: Exhibition
Exhib

Eugenia C. Dyer et al.

Charles Henry
Atto. Genl. Wash. D.C.

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

The State of Missouri,

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

We command you, that you summon *Eugenia C Dyer*
and William S Dyer

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 *Theresa Buskett and*
James L Buskett

upon *their* 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 *28th*
day of *August* A.D. 1874

W. S. Boyce Clerk Circuit Court.
By *C. H. Haine* Deputy.

33 3869

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

Sept TERM, 1874.

Heresa Buckner

James L Buckner

vs
Eugenia C Dyer

Wm J Dyer

On Note

original

Aug 14 Signed P

I executed this writ at the County of Jefferson Mo on the 28th day of August 1874 by delivering a true copy of this writ and Petition (as furnished me by the Circuit Clerk) to Eugenia C Dyer - and I further executed the same at the same time and place by delivering a copy of this writ to Wm J Dyer.

T. B. Mox Sheriff

By Wm T. Mockbee

Deft

Theresa B. Burdett and her husband,
James L. Burdett, plaintiffs,
against
Eugenie C. Dyer, and her husband
William S. Dyer, defendants.

In the Circuit
Court of Jefferson
County, State of
Missouri,
September Term 1874.

Now ~~and~~ comes the defendant Eugenie C. Dyer, by her attorneys, and in answer to the petition of plaintiffs in the above entitled case, being an action on a promissory note, admits that she signed the Note, described in plaintiffs petition, with the other defendant, William S. Dyer, her husband, but denies that by reason thereof she became liable to the payee in said Note Henry Blakeslee, or his endorsee, for the payment of the sum, mentioned in said Note, or any amount whatever.

And this defendant Eugenie C. Dyer, further answering said ~~note~~ ^{petition} says, that at the time when she signed said Note, and when said Note bears date, as stated in said petition, she was a married woman, the wife of said William S. Dyer, and therefore not capable of binding herself in law by signing and executing the Note described in said petition, and says, that for that reason the said Note is null and void and of no binding effect as to her, and that for that reason the plaintiffs have no cause of action against her, on account of said Note.

And this defendant further answering, says, that she has no knowledge or info-

mation sufficient to form a belief, as to whether the payee in said note Henry Blackely transferred said note by endorsement to said plaintiff Theresa Buckett, for value received, as stated in said petition or not, and therefore denies, that she is indebted to plaintiff in any sum whatever on account of said note.

And the defendant further says, that she is still a married woman, the wife of William B. Dyer, the other defendant.

~~Therefore the defendant says~~
~~Judgment for costs.~~

And this defendant for further defence says, that Theresa Buckett, one of defendants plaintiffs, was a married woman at the time of the institution of this suit and still is so, and therefore has not and had not legal capacity to sue, without joining her husband, and that said James L. Buckett, the other plaintiff, is not a necessary party to a complete determination of this action, because the petition does not allege that he in any way has an interest in the cause of action, mentioned therein.

Wm. S. Atherton,
Attorneys for
defendants
Eugene B. Dyer,

Basket.

re

Dyer

Answer of Eugene C. Dyer

note

Filed Sept. 16 1884

W. S. Boyce
Clerk,

Theresa Buskett &
her husband James L. Buskett

Plaintiffs

vs

Eugenia C. Dyer and
her husband Wm L Dyer

Defendants

In Circuit Court
Jefferson County, Missouri
September Term 1874.

Now comes the Defendant Eugenia
C. Dyer and by leave of Court
files this her answer to
Plaintiffs amended petition -
Defendant admits that she
executed the note filed in
this suit, Defendant denies
that on the 9th March A. D. 1874
or ~~at~~ any other time, said
Plaintiff Theresa Buskett.
for value received or in any
other way became the owner
of said note by transfer or
otherwise from Henry Blakesley
the original payee of said note.
by the following words endorsed
on said note - "To wit" without
recourse - Henry Blakesley -

March 9. 1874 "

Defendant further denies that said Henry Blakesley ever transferred said note by endorsement to the Adversaff Theresa Buskett. Defendant denies Plaintiffs allegation in Plaintiffs petition that the said Plaintiff Theresa Buskett is now the owner of said note, denies that she said Theresa Buskett is entitled to the amount thereof, or any portion thereof whether of principal or of interest. Defendant denies that she owes said Theresa Buskett any thing on said note, or that Plaintiffs are entitled to recover from this defendant any sum whatever on said note.

Defendant alleges that at the time she executed said note with William S. Dyer, she was married to him, and that she and said William S. Dyer ^{and now are} were husband and wife.

and by reason thereof, she did not become liable to the payee on said note Henry Blakesley or to his endorsee for the sum mentioned in said note or any amount whatever. And this Defendant Eugenia C. Dyer further answering said petition says that at the time when she signed said note, and when said note bears date, as stated in said petition, she was a married woman, the wife of said William S. Dyer - and therefore not capable of binding herself in law by signing and executing said note described in said petition, and for that reason, said Note is null and void and of no binding effect as to her. and therefore Plaintiffs have no cause of action against her in regard to said note.

Having answered this Defendant -
asked to be discharged, with her Costs
And the loss attorney for Dept -

Theresa Buckett

et al

vs.

E. C. & W. S. Lye

Answer of E. C. Lye

& amended petition

note

Filed Sept. 24 1874

m. S. Boyce

clerk

Theresa Bustell and her husband
James L. Bustell, Plaintiff

vs.

Eugenia C. Dyer, and her husband
William S. Dyer, Defendants.

In the Circuit Court
of Jefferson County
Missouri, September 2nd 1874

Now comes William S. Dyer, and by
leave of Court files this his answer to
plaintiff's petition as amended. Defendant
admits that he executed the Note filed
in this suit. Defendant denies that on
the 9th day of March A.D. 1874 or at
any other time said plaintiff

Theresa Bustell, for value received
or in any other way, became the owner
of said Note, by transfer, or in any
other way, from Henry Blakesly, the
original payee of said Note by the
following words endorsed on said Note
to wit, "without recourse" Henry Blakesly
March 9th 1874. Defendant further
denies that said Henry Blakesly ever
transferred said Note by endorsement
to the plaintiff Theresa Bustell.
Defendant denies the allegation in
plaintiff's petition that the said Plaintiff
Theresa Bustell is now the owner of said

Note, Denies that she said Theresa Bussett
is entitled to the amount thereof or any
portion thereof whether of principal
or interest; Defendant denies that he
owes ~~any~~ plaintiff Theresa Bussett
any thing on said Note or that plaintiffs
are entitled to recover from this Defen-
dant any sum whatever on said Note
This Defendant William S. Syer
asks to be discharged with his
Costs.

Vail and Ahlvers Attorney
for Wm. S. Syer Deft.

Yvesa Bushnell et al

vs.

E. C. & Wm. S. Lynn

Answer of W. S. Lynn
to amended petition

note

Filed Sept. 24 1874

W S Boyce

clerk

Theresa Buskett and her husband }
James L Buskett Plaintiffs } In the Circuit
Against } Court of
Eugenie L Dyer and her husband } Jeff. Co. and
William L Dyer Defendants } Sept. Term 1874

Now at this day comes
the plaintiffs by their Attorneys and
replying to the answer of the defendant
Eugenie L Dyer as filed herein, saith
that it is true that at the time of executing
the note, sued upon in this action, defendant
Eugenie L Dyer was a married woman, the
wife of William L Dyer, but plaintiffs deny
that by reason thereof said note is null and
void ~~as to her~~ and of no binding effect
as to her, for the plaintiffs aver the truth
to be that at the time said note was
executed and delivered as stated in the
original petition of plaintiff, Eugenie L
Dyer was the owner in fee simple of
a certain tracts of land, as particularly
described in her answer, and that she
borrowed from Henry Blakesley, the payee
in said note, the sum in said note
mentioned, in current money of the
United States, at that ^{with her husband} she executed this
note jointly and severally, and delivered
the same to said Blakesley, together with

a deed of trust on the above mentioned Real estate, to secure the payment of, said note and the interest thereon, when due, that when said note became due and payable according to the tenor and effect thereof, the same was not paid, by the makers thereof, nor any part thereof nor any part of the accrued interest thereon, and that the trustee in said deed of trust, according to the provisions contained therein, proceeded to execute the trust imposed in him, and in pursuance of the provisions of said deed of trust, relative to his duties, advertised and sold said real estate according to law, and upon such sale, the net proceeds to be applied to the payment of the said note, thereby secured, ~~amounted~~ ^{amounted} to five thousand seven hundred and forty five $\frac{20}{100}$ dollars (\$5745. $\frac{20}{100}$) which said amount said trustee ~~credited upon the note~~ ^{therewith credited} said note, and that the balance of said note is due and unpaid, and that at the time of the execution ^{and delivery} of the note and deed of trust as aforesaid, the defendant Eugenie L Dyer was and long had been beneficially seized and possessed of certain other real estate herein ~~after~~ described, (and

which was not included in said deed of trust,) situated within the county of Jefferson in the state of Missouri, and within the jurisdiction of this Court, ~~to wit~~ that by the execution and delivery of the note as aforesaid by said Eugenia C. Dyer she intended to and did charge ~~at~~ her said estate, so held by her as aforesaid, with the debt created by the execution and delivery of the said promissory note, that payment of the same has been often requested, both by Henry Blakesley before the assignment of said note, and by the plaintiffs since said assignment, and the payment was often refused and particularly refused by said Eugenia C. Dyer, of whom demand has been made for the balance due. That said real estate, held as aforesaid by Eugenia C. Dyer, which plaintiffs aver is charged with the said debt, is of the following description viz

wherefore plaintiffs pray judgment against said Eugenia C Dyer for the sum of Twelve hundred and fifty four dollars being the balance due on said note, with interest on said balance at the rate of two per cent per annum from the 2^d day of February 1874, and that in default of the payment thereof the said ~~separate~~^{Real} estate of said Eugenia C Dyer, or an adequate portion thereof be sold and the proceeds applied to the payment of said balance, and for plaintiffs costs herein expended, and for such other and further relief as may in said premises be just, and to the court may seem just and equitable

Chas B Sherry
Att^y for Plaintiffs

Bushett & Bushett

vs
Dyer & Dyer

Replication to the
answer of E C Dyer

Note

Filed Sept. 24 78/4

W S Boyce
clerk

STATE OF MISSOURI, }
COUNTY OF JEFFERSON.

To Thomas Pollock Christian Lepp, Charles Walker
John W. Gifford and Henry Black

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 day of January, 1876, 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 Buskett v Buskett is Plaintiff, and Dyer v Dyer is Defendant, on the part of Lepps, ; and herein you are in no wise to fail.

Witness, C. THO' HORINE, Clerk of our said Court, with the seal thereof hereto affixed, at office, this 16th day of January A. D. 1875.
C. Th. Horine, CLERK.

I Executed this Subpoena on the
within named Thomas Polite &
Christian Lepp in the County of
Jefferson State of Missouri
on the 13 day of January 1856
T.B. May Sheriff
By J.F. Williams
Deft Sheriff

Spa
Thomas Polite
Christian Lepp
Charles Waldron
Henry Black
Wm at Foreland
John W. Lefford
Mar Foreland
& at the Maneth
Mum

Shirley 200