

Jefferson County Circuit Court

Case Files - Civil

May 1877

No. 43

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43

Beard, Rufus

vs.

Lynch, M. P.

Debt, note

Debt \$400; plaintiff assignee
of George W. Vinyard

Victoria Sept 29th 1893

Two years after date for value
received & promise to pay to
Gro W Viny and the sum of
Four hundred dollars
without defalcation or discount

W D Lynde

Recd on
the within
note forty
dollars the
4th day of ¹² / 74

Recd on within note
the sum of \$100.⁰⁰
this 6th day of
oct 1874

Nov 28 1874 Recd
on within note \$100.⁰⁰

April 1875 Recd
on within note \$72

P 78

Geo. W. Vining & Co
L. H. Alford

Rufus Beard Plaintiff
against
M. P. Lynch Defendant

In the Circuit Court
of Jefferson County
Mo. May Term 1877

Plaintiff states that defendant by his promissory note herewith filed dated the 29th Sept. 1873 promised for value received to pay to Geo W. Vinyard two years after the date thereof the sum of Four hundred dollars. Plaintiff states that Geo W. Vinyard sold said note & endorsed the same to L. H. Alford and that said L. H. Alford sold & endorsed said note & delivered same to Plaintiff. Plaintiff states that defendant paid on said note the sum of forty dollars on the 14th July 74 and paid the further sum of one hundred dollars on the 6th day of Oct 1874 and paid the further sum of one hundred dollars on the 23 Nov 1874 and paid the further sum of fifty dollars on the 10th April 1875. All of which sums are credited on said note. Plaintiff states that the balance of said note and the interest thereon is yet due Plaintiff for which he asks judgment

John L Thomas & Co
attys for Plaintiff

Rufus Beard
vs
M. P. Lynch
~~~~~

Actions on Note  
~~~~~

Filed April 20 1877
O. H. (Horne)

Clerk
~~~~~

**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 *M. P. Lynch*

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 *May* next, then and there to answer unto

*Rufus Beard*

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

**Witness,** C. THO. HORINE, Clerk of our said Circuit Court, with the seal thereof hereunto affixed, at office in Hillsboro, this *21<sup>st</sup>* day of *April*, A. D., 1877.

*C. Tho. Horine*, Clerk Circuit Court.

H B  
4416

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

May TERM, 1877.

Rufus R. Reed

vs

M. D. Lynch

original

John Williams

Sheriff  
fee \$1.00

I executed this writ in Jefferson County Mo  
on the 27<sup>th</sup> Day of April 1877 on M. D.

Lynch by leaving a true copy of this  
Writ and Petition at his usual Place of abode  
With a member of his family over the age  
of fifteen years

John Williams Sheriff

State of Missouri,  
County of Perry J.S. On this 16<sup>th</sup>  
day of May 1877 appeared before  
me the undersigned Clerk of the  
County Court within and for the  
County and State aforesaid George  
H. Vinyard, who being duly sworn  
on his oath states that on the  
day of 1873 M P Lynch  
of Jefferson County in the State of  
Missouri executed and delivered to  
him a note for four hundred dollars  
due twelve months after the date  
thereof, that when M P Lynch signed  
the note he promised to pay it before  
the first of September of the next  
year; that when the time came he  
(Lynch) could not raise the money  
to pay the whole amount, but paid  
only part. During that winter  
affiant wanted and needed funds  
and wrote Lynch the letter which  
was presented to Mrs Thomas. She  
proposed to give Lynch ten dollars  
on a hundred dollars payment then,  
as an inducement to get him to  
raise the desired amount. This affiant  
came to Victoria shortly after that and  
Lynch informed him that he would

pay him some money on the following day. M. P. Lynch left ninety dollars with affiant's father on the following day requesting him to pay it to this affiant and take a receipt. This affiant accepted the ninety dollars and signed a receipt for one hundred dollars which he considered a fulfillment of the proposition contained in the letter.

That was the only payment in which any such agreement was entered into by this affiant. This affiant never promised or agreed to allow M. P. Lynch interest on amounts paid on the note. M. P. Lynch verbally agreed to allow ~~ten per cent~~ interest at the rate of ten per cent per annum on balance due on the note after maturity. The Note was assigned after it was due

Geo W Vinyard

Subscribed and sworn to before me  
this 16th day of May 1877

In Testimony whereof I have  
hereunto subscribed my name  
and affixed the seal of  
office the day and year  
above written

Chas. A. Weber Ck.

Rufus Beard } In the Circuit  
vs } Court of Jefferson  
M. P. Lynch } County Missouri

Defendant by way of answer and defence to the note sued on in this case says, that the several amounts paid by Defendant to George W. Vinyard the payee in the note sued on, viz, the \$40.<sup>00</sup> paid Feb. 14<sup>th</sup> 1874 & the \$100.<sup>00</sup> paid Oct. 6<sup>th</sup> 1874 & the \$100.<sup>00</sup> paid Nov. 23<sup>rd</sup> 1874 and the \$50.<sup>00</sup> paid April 10<sup>th</sup> 1875 were all paid before the note was due and that said Vinyard ~~at the time~~ <sup>before</sup> said several payments being in need of money agreed with the Defendant in consideration of his advancing him said sums of money on said note before it was due that he would allow and pay Defendant Ten per cent <sup>all such sums as he would pay him on said note before it fell due</sup> interest ~~on each of said several months amounts~~ from the date respectively of said several payments until the final <sup>by defendant</sup> payment of the balance remaining unpaid upon said note <sup>which interest was to be as a credit against said balance on said note</sup> and further Defendant says that shortly before defendant

paid said Vinyard the \$100.<sup>00</sup> paid  
on the day of 1874  
said note not being due said  
Vinyard wrote Defendant a letter  
promising and agreeing by said  
letter in writing that if Defendant  
would pay him \$100.<sup>00</sup> that he  
would give Defendant on said  
note a credit of \$110.<sup>00</sup> and  
although said note was not  
then due yet upon said Vinyard's  
solicitation and trusting to his  
promise to credit said note with  
\$110.<sup>00</sup> he paid him said sum of  
\$100.<sup>00</sup> at the time it is endorsed on  
the note but said Vinyard who  
had the note in his possession  
failed to give defendant credit  
for \$110.<sup>00</sup> as he had agreed to do  
but to the contrary only gave  
Credit for \$100.<sup>00</sup>

Defendant says he has no knowledge or information sufficient to form a belief as to whether or not said note has been sold by said Vinyard to L. H. Alford or by him to Plaintiff but avers that said Vinyard did not endorse, or transfer or deliver said note to either of said parties prior to its maturity or to any other person.

Defendant asks credit against said note for said several payments and for the ten dollars difference between said \$100.00 credited thereon and the \$110.00 which Vinyard agreed to credit on it and for ten per cent interest on each of said payments from the dates of said payments

Jos. Williams  
Attorney for Defendant

Refusal

as

W. J. Lynch

Answer

Filed May 17th 1871

@The Idine

clerk

M Rufus Beard Plaintiff } In the Cir-  
against } Circuit Court  
M. P. Lynch Defendant } May Term 1877

Now at this day  
comes the Plaintiff & for  
General replication in the  
above case denies each and  
every material allegation in  
said answer not set out  
in the petition

John L. Thomas & Co  
Attys for Plaintiff

Rufus Bird

against

W. P. L. yach

Replicator

F.D. May 22 1877

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Curry