

Jefferson County Circuit Court
Case Files - Civil
January 1888

Patterson, Joshua L., adm.
Jones, Ellen

vs

Medley, Leonard C.

Quash levy of Sheriff on execution

Levied on homestead of 120
acres in S34, 35 T40 R5E

Box 39 Folder 31

Joshua L. Patterson Administrator of
the Estate of Ellen Jones Decd Plaintiff

vs

L. C. Medley Deft.

In the Circuit Court of
Jefferson County Missouri

To September Term 1887.

Now on this day comes the Defendant
and, for answer to plaintiffs petition
admits the execution of the note sued on in this cause
~~denies each and every allegation~~
~~therein contained.~~

Thomas & Horine

Attorneys for Defendant.

And Deft. further answering avers that
he is entitled to a credit of Six dollars
on the note in question which Plaintiff
has failed to give.

Thomas & Horine

Attorneys for Defendant.

In the Circuit Court
at St. Louis, Mo. 1887.

John A. Sullivan
vs. E. A. Allen & Son
Debt Plaintiff

vs. State

J. A. Sullivan
Defendant

Answer

Filed Sept 12/87
W. J. Dwyer
Clerk

Thomas A. Stone
Attorney for Defendant.

State of Mississ., County of Jefferson
In the Circuit Court.

January Term 1888.
Joshua L. Patterson Admr. Est. Ellen Jones
Plff.

L. C. Medley Deft.

Execution No. 15 to January 7, 1888.

Now on this day comes the defendant
and moves the court to quash the
levy of the Sheriff made on said
Execution No. 15 as aforesaid, for
the reasons following to-wit:

Because said Sheriff has levied said
Execution on the homestead of defendant
to-wit: the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 34 & SE $\frac{1}{4}$ of
SE $\frac{1}{4}$ Sec. 27 & NW $\frac{1}{2}$ of SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ Sec. 26
& NW $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Sec. 35. Town. 40 R.
5 E. Cont. 120 acres.

Because said defendant acquired said
homestead and Recorded his deed
to same on the 4th day of March A.D.
1882 in Book 20 page 505 Jeff. Co. records.
Because Deft. was a man of a family
& lived in said real estate & used it as
his homestead until the 9th Dec. 1885 &
then sold it to Hannah Zimmerman
who failed to pay for it Deft. took
a deed back from her on the 6th day

of Nov. 1886 for the same consideration
moving from said Zimmerman to Def't.
as the purchase price of said land - my
said homestead.

Because the debt on which judgment
was rendered and execution issued, was
contracted long after Def't. acquired
said homestead to wit: on the day of
1887.

Because said land is not worth \$1500.⁰⁰
and is less in extent than 160 acres.

Because Def't. is still the head of
a family and resides on said land,
and hence said land is not subject
to sale for the payment of said debt
as mentioned in said execution.

Defendant, therefore ~~for~~ prays
the court to quash the levy and
seizure of said real estate by the
sheriff as aforesaid and declare
all proceedings thereunder null & void
for the reasons above stated;

Thomas & Morine

Attorneys for Defendant

Exposition No. 15
Jeffery Tenn 1888.

Joshua & Patterson
Adm. Clearing Dec^d
to Jeff

A. C. Medley
depts

motion to quash
any of Sheriff's
Exposition

Black June 10th 1888
W. D. Neasey
Clem

Thomas & Stone
for Wash.

To Geo W. McFry Sheriff of Jefferson
County Missouri.

You are hereby notified that I claim as a
homestead, the North East qr. of the NE qr.
of Section 34 & the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section
27 and the West half of the S. West $\frac{1}{4}$ of the
SW $\frac{1}{4}$ Section 26 & W $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$
of Sec. 35 all in Township 40 Range 5 East
Cont. 120 acres, which you have levied upon
and advertised for sale under an execution
in favor of Joshua Patterson Admr. of Ellen Jones
against me. That I acquired said homestead
and Recorded my deed to same on 4th. day
of March A.D. 1882 in Book #20 page 505 of
Jefferson County Records. That I was a man
of a family & lived on said real estate & used it
as my homestead until 9th. Decr. 1885 &
I then sold it to Hanna Zimmerman and she
failed to pay me for it & I took a deed back
from her on the 6th. day of Novr 1886; that
the same consideration for said land moving to
Zimmerman from me was the purchase money
of my said homestead; and that the debt
on which said execution issued, was contracted
long after I acquired said homestead and
the said land is not worth \$1500. and is less
than 160 acres. I am still the head of a family
and ~~hence~~ live on said land & hence said land

Ind. Cir. Ct.,
Jeff. Co. Mo.

To. Jan'y 9 1888.

Joshua Patterson
Adm'r Est. Ellen Jones
decd

v

L. C. Medley defr.

notice of homestead
by defr.

Filed Jan'y 11/1888
W. B. Venable
clerk

is not subject to sale for the payment
of said debt.
Jan'y 6th 1887.

L. C. Medley
By Thomas & Norine
Attorneys

Joshua L. Patterson Administrator of the Estate of Ellen Jones Plaintiff v.s. L. C. Medley Defendant	In the Circuit Court of Jefferson County Missouri
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Now at this day comes the Plaintiff
 and moves the court to ~~set~~
 Set-aside the finding and decision
 of the court by which the court
 Sustained Defendants motion to
 quash the Sheriff's levy of the
 Execution in the above cause for
 the following reasons, to wit:

1. Because the court erred in its
 action in sustaining said
 motion.

Jos. Williams
 Attorney for Plaintiff

6345

Miss L. G. Tension
terminator of the
estate of Ellen Jones
as

L. L. Medley

Motion to advise
the finding of the court
of the land. ~~That~~ ^{It}
was sustained. ~~That~~ ^{It}
motion to quash the
Merritt's levy of
Execution

Filed Jan'y 13/1888
W. J. Deacy
(Clerk)

Joshua L. Patterson
Administrator of the
Estate of Ellen Jones
Deceased Plaintiff
against
Leonadas C. Medley
Defendant

In the Circuit Court of
Jefferson County Missouri.

Be it remembered that on the
19th day of August 1887 an
action was instituted in the
Circuit Court of Jefferson
County Missouri by Joshua L.
Patterson Administrator of the
Estate of Ellen Jones Deceased
as Plaintiff against Leonadas
C. Medley Defendant on a
promissory note which was
attached to and filed with the
Petition of the Plaintiff in said
Cause which promissory note
is in words and figures as
follows, to wit:

(Clerk here copy the
Promissory note filed with said
Petition) and which Petition of
Plaintiff in said action is in
words and figures ~~as~~ as follows,
to wit: (Clerk here copy said Petition)

And in which cause a summons was issued as follows, to wit: (clerk here copy same) upon which summons the Sheriff of said County made the following return, to wit: (clerk here copy Sheriffs return on summons) To which Petition Defendant at the September term of said Court 1887 filed an answer in words and figures as follows, to wit: (clerk here copy answer)

after which at the September term of said Court, to wit: on the 19th day of September 1887, a judgment was rendered by said Court in said cause for the Plaintiff and against the Defendant which is in words and figures as follows, to wit: (clerk here copy said judgment) after which, to wit: on the 21st of December 1887 an execution was issued on said judgment as follows, to wit: (clerk here copy same)

which execution was by said Sheriff levied on Real Estate situated in Jefferson County Missouri as the property of said Defendant

which levy containing a description of the Real Estate levied on is as follows, to wit: (clerk here copy levy on said Execution) And which Real Estate was advertised for sale by said Sheriff as provided by Law, the date of sale being fixed in said advertisement to take place on the 12th day of January 1888, which advertisement is as follows, to wit: (clerk here ~~copy~~ Copy Same) At the January term 1888 of said circuit court and on the 11th day of January 1888 said Defendant filed in said court a motion to quash the levy of the Sheriff of said Execution which motion is as follows, to wit: (clerk here copy same) Thereupon said court took up said motion for hearing and decision. The Parties Plaintiff and Defendant then submitted to the court the following facts which were agreed on by them for the consideration of the court in passing upon and deciding said motion, to wit:

1. That on the 2nd day of March 1882 Leonadas C. Medley, Defendant in said Execution acquired title & by deed to the following described Real Estate situated in Jefferson County Missouri, to wit: The North East

quarter of the North East quarter of Section 34 The South West quarter of the North West quarter, and the North West quarter of the North West quarter of Section 35, and the South East quarter of the South East quarter of Section 27, and the West half of the South West quarter of the South West quarter of Section 26, all in Township 40 Range 5, East of the 5th principal Meridian. Containing 180 acres. That said deed bears date on the 2nd day of March 1882 and was filed for record in the office of the Recorder of Deeds, ^{of Jefferson County, Missouri} on the 4th day of March 1882 and was duly recorded.

2. That said Leonidas C. Medley continued to own said Real Estate until the 9th day of December 1885 when he by deed of that date ~~joined in and having~~ conveyed all of said Real Estate to Mrs Hanna Zimmann for a consideration expressed in said deed of fifteen hundred dollars. That said deed was filed for record in the office of the Recorder of Deeds of Jefferson County Missouri on the 10th day

of December 1885 and was duly recorded.

3. That said Leonadas C. Medley on the 20th day of January 1886 purchased another and different tract of Real Estate Situated in Jefferson County Missouri, containing one hundred acres from one Jeremiah Kavanaugh for a consideration as expressed in the Deed made for the same by said Kavanaugh and wife to him of four hundred Dollars. That said Kavanaugh and wife conveyed said Real Estate to said ~~Leonadas C. Medley~~

Leonadas C. Medley on the 20th day of January 1886 by Deed of that date, which was filed for record in the office of the Recorder of Deeds of Jefferson County Missouri on the 13th day of January 1887 and that the same was duly recorded.

4. That said Leonadas C. Medley by a Deed joined in by his wife on the 10th day of September 1887 conveyed said one hundred acre tract of Real Estate which he had acquired from said Kavanaugh and wife to one E. W. Porter, for a consideration expressed in said Deed of four

Hundred Dollars. Which Deed was dated September 10th 1887, and was filed for Record in the office of the Recorder of Deeds of Jefferson County Missouri on the 19th day of September 1887 and duly recorded.

5. That on the 6th day of November 1886 Mrs Hanna Zimmann conveyed by deed of that date to Said Leonadas C. Medley which Deed Expresses a consideration of Eleven Hundred Dollars, all the Real Estate which he ~~and~~ ~~which, in~~ had conveyed to her by the Deed of date December 9th 1885 Except Sixty acres, that is to say she conveyed by Said Deed of date November 6th 1886 to Said Leonadas C. Medley, the North East quarter of the North East quarter of Section 34 and the South East quarter of the South East quarter of Section 27 and the West half of the South West quarter of the South West quarter of Section 26 and the West half of the North West quarter of the North West quarter of Section 35. Containing 120 acres in Said Township 40 Range 5 East of the 5th principal Meridian, which is the same

Real Estate described in the ~~last~~ levy under consideration by the court. That said Deed from said Mrs Hanna Zirmann conveying said Real Estate to said Leonadas C. Medley was filed for record in the ~~Records~~ Office of the Recorder of Deeds of Jefferson County Missouri on the Sixth day of June in the year Eighteen hundred and Eighty Seven and not before, and was duly thereafter recorded.

6. That upon Leonadas C. Medley making the conveyance above mentioned to Mrs Hanna Zirmann of date December 9th 1885 she gave him a Deed of Trust on the Real Estate described in said conveyance to secure to him the payment of Eleven hundred Dollars of the purchase money.

7. That when Jeremiah Kavanaugh and wife conveyed said one hundred acre tract of Real Estate to said Leonadas C. Medley by the Deed of date January 20th 1886 said Medley gave him a Deed of Trust on said one hundred acres to secure the payment of two hundred Dollars the balance of purchase money.

Said Leonadas C. Medley

was then sworn as a witness in his own behalf and testified in support of said motion as follows, to wit: I have been a married man and head of a family since prior to the time I acquired title to the Real Estate in controversy in the year 1882. When I acquired said property I moved on it with my family and occupied it as my homestead till I sold it to Mrs Hanna Zirmann in December 1885. At the time I sold it to her I moved away from it and gave her possession of it. She was a widow Lady and moved on the property with her family in the Spring of 1886. The price at which I sold said Real Estate to her was fifteen hundred Dollars. She paid me four hundred Dollars of the purchase money down when she made the purchase and gave me a note and Deed of trust on the property for the remaining Eleven hundred Dollars. In January 1886 I bought the one hundred acres of land from Jeremiah Kavanaugh which is described in his deed to me. I built a dwelling house on it in the year 1886 and moved into said dwelling house with my family in that year and continued to reside ~~there~~ on it as my homestead until I sold it to E.W. Porter in September 1887

* When I bought the land of Kavenaugh I expected to be able to pay for it out of the money. Hanna Girmann owed me but she having failed to pay me the \$100 I was not able to pay for the land. I bought of Kavenaugh but had to take back the land. I sold Hanna Girmann of the money of the land.

and cultivated a small field on it during the Spring and Summer of 1887. When I bought said one hundred acre tract from Jeremiah Kavenaugh I was to pay him four hundred dollars for it. I paid him at the time two hundred dollars which was a portion of the money I had received from Mrs. Hanna Girmann for the Real Estate I had sold her as above stated and gave him a note and Deed of trust on said one hundred acres for the remaining two hundred dollars. When I sold the one hundred acre tract of Real Estate which I purchased of Jeremiah Kavenaugh to E. W. Porter, which as my Deed to him shows was September 10th 1887, I sold it Subject to the two hundred dollar Deed of trust I had given Kavenaugh on it. On the 6th day of November 1886 Mrs. Hanna Girmann conveyed to me one hundred and twenty acres of the one hundred and eighty which I had conveyed to her by the Deed dated December 9th 1885, it being the Real Estate she then conveyed to me is the same that the Sheriff has levied on. The agreement upon which she made said conveyance to me was as follows, to wit: She

conveyed said one hundred and twenty acres to me and I in consideration of her doing so allowed her to retain sixty acres of the one hundred and eighty I had conveyed her on account of the four hundred dollars she had paid me and released her from the payment of any portion of the Eleven hundred dollar note which she had given me secured by deed of trust.

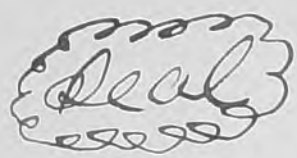
That is she conveyed to me in consideration and for the same money due me for the purchase from me in fee her & the said tract of land immediately after I got this deed from Mrs. Garrison for 120 acres of land I moved on to the 120 acres & have occupied it with my family as my homestead ever since and so occupy it now

The foregoing was all the ^{Evidence and} testimony introduced in support of, or in opposition to, said motion and thereupon said court on the 12th day of January 1888 and before said Real Estate was offered for sale by said Sheriff sustained said motion to quash said levy made upon said Real Estate by said Sheriff and quashed said levy and thereby

prevented a sale of said Real Estate by said Sheriff to satisfy said Execution, the judgment rendered by said Court in the sustaining of said motion and quashing said Execution being as follows, to wit: (Clerk here copy same) to which action of the Court in sustaining said motion and quashing said levy Plaintiff at the time excepted. And thereafter and within four days of the sustaining of said motion and quashing of said levy by the Court, to wit: on the 13th day of January 1888 the Plaintiff filed in said Court a motion to set aside the finding and decision of the Court by which the Court sustained said motion to quash said levy and which motion is as follows, to wit: (Clerk here copy said motion) which motion was taken under advisement by the Court and was at said January term 1888, to wit: on the 5th day of March 1888 Continued until the May term 1888 of said Court by an order as follows, to wit: (Clerk here copy order) and at the May

term 1888 Said Court overruled
Said motion to which action
of the Court the Plaintiff at the
time Excepted. and thereafter and
before the adjournment of said
May term of Court, to wit: on
the Eight day of June 1888
Said Court by an order of
record made by consent and
agreement between Plaintiff and
Defendant ~~extended~~ allowed
Plaintiff time to file his bill
of Exceptions in said Cause
until the first day of the
September term of said
Circuit Court for the year
1888, to wit: the 10th day of September
1888, which order of Court is as
follows, to wit: (Clerk here copy
same) And now on the first day of
the September term of said
Circuit Court for the year 1888,
to wit: on the 10th day of September
1888 Plaintiff tenders this his
Bill of Exceptions and asks
that it be signed, sealed, and
made a part of the record
which is done.

John L. Thomas
Judge.



Johna L. Patterson
Administrator
of Estate of
Ellen Jones

vs

Leonidas E. Medley

Bill of Exceptions

Filed Sept 12/1888

J. D. Deary
Clerk

Patterson Case, Homestead -
Proceeds of Homestead 34 N.W. Co. 326,

Robert M. Hanna no 2455 Ct app
decided May 1883. This was an action
of forcible entry & detainer. The
trial was had before J. P. Oct 21
1881, motion for new trial filed, Oct
23; this was taken under advisement
till Oct 27 & overruled. On Oct
29 an appeal was taken. In circuit
motion was made to dismiss
appeal as cause not taken in
21 days, the Circuit Court
being in session at the time
the judgment was rendered.
This motion was overruled &
a trial was had & both parties
appeared & took part in it. Judg-
ment went against deft. The
Court of Appeals reversed the
Circuit Court upon the ground that the
party did not take his appeal
from J.P. in 6 days. A motion
for rehearing was filed & the Court
after an elaborate review of all
the authorities adheres to its
first ruling. It is squarely held
in this Court that the appeal must
be taken 6 days from the rendition
of the judgment by the J.P. & not

T. J. Shultz, Esq.
To Geo. Horner, Esq.

F. J. Schickel Esq.

F. J. Shields, Esq.
St Albans, Vt.
J. G. Brown, Esq.
St Albans, Vt.

SHERIFF'S SALE.—By virtue and authority of an execution issued from the office of the clerk of the Circuit Court of Jefferson County, Missouri, and to me, the undersigned, Sheriff, delivered in favor of J. L. Patterson, administrator of the estate of Ellen Jones, deceased, and against Leobidas C. Madley, bearing date December 24, 1887, and returnable to the January term, 1888, thereof, I have levied it upon and seized the following described real estate and property, lying and being in Jefferson County, Missouri, as the property of Leobidas C. Madley, and described as follows, to-wit:

The northeast quarter of the northeast quarter of section thirty-four, the southeast quarter of the southeast quarter of section twenty-seven, the west half of the southwest quarter of the southwest quarter of section twenty-six and the west half of the northwest quarter of the northwest quarter of section thirty-five, all in township forty, range five east, containing in all one hundred and twenty acres.

And I will, on Thursday, the 16th day of January, 1888, at the court-house door in the Town of Hillboro, in the County of Jefferson, State of Missouri, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon of that day, and during the session of the Circuit Court, sell all the right, title, claim, estate and property of the said Leobidas C. Madley of, in and to the above described real estate and property, for cash in hand, to the highest bidder, to satisfy said execution and costs. Dated at Hillboro, this 21st day of December, 1887. GEORGE W. MOFFAT, Sheriff.



Printed
and
sold
at
the
press
of
J. W. McMillin

STATE OF MISSOURI,

SS.
COUNTY OF JEFFERSON,

Be It Remembered, That on this _____ day of _____, 188____

before the undersigned Clerk of the _____ Court of Jefferson County, Mo., came
R. W. McMULLIN, who, being by me duly sworn, says the annexed advertisement
was published in the JEFFERSON DEMOCRAT, a newspaper printed and published in the
County of Jefferson, State of Missouri, of which he is printer, for 4 weeks, the first
insertion being on the 21 day of Dec 1887, and the last insertion on the
14 day of Jan 1888, as follows, to-wit:

In No. 1	Dec 21	1887
In No. 2	" 24	1887
In No. 3	Jan 4	1888
In No. 4	" 11	1888

R. W. McMullin

Sworn to and subscribed before me, this _____ day
of _____, 188____

D. B. Tenney, County Clerk.

Printer's Fee, \$ 1.00
Affidavit, \$ _____

Received Payment,

R. W. McMullin
McMillin

360
360
1500