

Jefferson County Circuit Court
Case Files - Civil
October 1858

Box

10 Folder 58

Couch, Martha

v.

Couch, James

Trust Dispute

Trust of Leonard Couch; dispute over \$3000.00,
unknown acres in S12T40R3E, livestock, and
Slaves Harriet, Rose (a child), George, Ruth, Ann,
and Tilda; Dismissed on agreement book #4,
page 198.

\$340

In demand of \$340.00 for
Western Bank there hundred and
forty dollars for value received
of the with out application or
discharge passing the for cont
interest with the paid given under
my hand this November 1856

Wm. W.

James South

J. D. Matthews

\$170⁰⁰

October 12th 1852

On demand I promise to pay Martha
Beuch or, order One hundred and seventy six
and with for rent from date at the rate of ten per
cent per annum from date for value received

Dances Town

One Day after date I promised to pay
unto the Couch as CASH the sum of
forty Dollars for value received of this
two given under my hand the 27 Day
of Novr 1857 James Couch

Received of James Birch the
amount of this Note, \$84.00, & interest
August 8th 1858, for
Attorn
A. Green
Mentha; Birch
incut

In the Jefferson Circuit Court
October Term 1858

Martha Couch
against Plaintiff
James Couch
Defendant

Plaintiff states that on the fourth day of September 1840 Leonard Couch her husband in his life time then living executed a deed for all his real and personal property to Julius Higgins who is now dead in trust for his own use during his natural life and after his death in trust for the use of ~~said~~ plaintiff for her life with power to dispose of the same by will. The said deed included all the personal property that might be acquired by her said husband and not disposed of by him and which shall be and remain on the premises at the decease of the ~~said~~ Leonard. Plaintiff states that the North West quarter of the South West quarter of section twelve Township forty north Range three east the land described in the deed ^{was land entered in her name with her money} ~~includes the houses and~~ ^{and includes ten or fifteen acres of cleared land.}

Plaintiff states that she was married to Leonard Couch in 1828 when the said James was about thirteen or fourteen years old and there were three younger children all of whom together with two sons, had to be nursed and were nursed and taken care of by her as long as they remained at home.

Plaintiff further states that at the time of her marriage with said Leonard he was very poor he owned no land but had two mares and a colt his house was but poorly furnished, and the whole of the furniture was of but few dollars value. He owned but few cattle or other personal property, than that above mentioned. She brought with her upon her marriage one mare and all the property acquired subsequently to the marriage was gained by his and her industry and management, and she states that a great portion was acquired by her own industry, and the deed above set forth was made for the purpose of securing to her a support in her old age and as an acknowledgment of the great assistance she rendered in acquiring ~~property~~.

Plaintiff further states that Leonard Couck in his life time gave each of his three ~~sons~~ boys including defendant, forty acres of land which ^{were} paid for out of ^{this & her} ~~their~~ property and he also gave to his daughter some property such as cows beds &c.

Plaintiff further states that her husband Leonard Couck died last December and till within the last six years had made a home upon the farm, and for the greater part of the time had done the labor of a full hand in tending the farm raising stock feeding them &c.

About the year 1840 she entered in her own name ^{a forty acre tract} and with the money she had acquired

by her industry such as weaving making cloth
of different ^{selling butter eggs &c} kinds. The tract contains about
twelve acres of good land all of which ~~it~~ was
cleared by her husband or by the funds belong-
ing to him except a small piece at the upper
end which has been cleared by ^{Dependant}. This
land ~~she conveyed to Dependant~~ ^{with} ~~consideration~~ ⁱⁿ ~~kind~~
About the year 1844 or 1845 she and the
said Dependant bought of Stephen Shove a
negro woman named ^{Harriet} Margaret with one
child named Rose for six hundred and fifty
dollars, the precise amount she paid she
cannot ~~precisely~~ state but it was a full
half or more. The bill of sale was made to
Dependant by her consent, but it was well
understood between them that one half of
the negroes with the increase was her property.
The said ^{Harriet} Margaret has four children ^{Rose} George Mattie and
Ann. At the time Ann was an infant her
mother ^{Harriet} Margaret, went away and left her
there. She took care of her and raised her in
in consideration of her care and attention to
~~her~~ ^{Ann}, the Dependant executed to her a bill of sale
for her. She would not have been raised had it
not been for her care and attention. ~~to her~~
After Harriet went away, and efforts to take her
had been unsuccessful, she was sold for five
hundred dollars, and with that money and
fifty dollars additional, which was furnished by
plaintiff, from the proceeds of her own labor
Linda was bought, so that Linda is ~~her~~ ^{her} ~~own~~
~~half~~ one half of Linda is her property and fifty
dollars over. ~~that~~ She further states that with
the consent and approbation of her husband
she received the proceeds of her labor and

and used it as her separate property. That she
for the most part paid for such goods and groceries
as were used in the family and the residence
of her earnings she treated as her own by the
consent of her husband. That by her labor
she made all the clothing for the family. That
the defendant from the year 1828 when
she married Leonard Cowh has been al-
most exclusively clothed with cloth manufac-
tured by her, or by her means. That she
has nursed for him tended him in
sickness and paid his doctors bills. She
further says that he has been a heavy ~~man~~
working upon the farm, assisting his father
at such times as he was not working for him-
self. That he has ever been unmarried and
the whole care of him has devolved upon her.
The proceeds of his labor and what he has raised
upon his own lands, has been applied to
the raising cattle horses &c, but it has all
without distinction been brought to her
residence, and used by him there and in
connection with what has been raised upon
her and that trust land, and her own land.
That he has during his fathers life time and
more particularly for the last few years done
most of the selling of property both of his own
and that of her and her husband that he
has used the proceeds for his own purposes.
That the money she claimed as hers arose from
the sale of butter eggs &c ^{stocking wool and weaving} She moreover got one
hundred and fifty dollars which was the proceeds
of gold given her by John Branchell and

forty five dollars from the sale of a horse
raised by her from a colt which she had bought
~~and paid for~~ for two dollars of Linneman and
paid for with her own money.

Of the money thus obtained by her
besides paying for one half of the wages
above stated she loaned to defendant the
sum of one hundred and seventy dollars
on the 12th day of October 1857 for which he
agreed to pay interest at ten per cent from
the date and on the 10th day of Novem-
ber of the same year 1856 she loaned to said
defendant the sum of three hundred and
forty dollars bearing interest till paid
and on the 27th day of November 1857
she loaned to said defendant the further
sum of forty dollars as may be seen
by the three promissory notes of the said
defendant hereto annexed for which
several sums she brings judgment together
with interest.

Plaintiff further states that the said
defendant unlawfully immediately after the
death of her husband Leon and Co. took
possession of all the personal property
belonging that had belonged to said deceased
in his life time but at his death belonged
to her under the deed just above mentioned
a large portion of which she has sold and
converted the proceeds to her own use a list
of this property is hereto annexed and made
a part of this petition ~~as well as a list of~~
~~the property that remains unsold that belong~~

Plaintiff further states that from the proceeds of the farm stock &c all of which originally belonged to her husband the said defendant has acquired the ^{half of the} negroes above mentioned and some eight or nine hundred acres of land.

Plaintiff says that the land she and the defendant now live upon is to wit the North ^{East} ~~West~~ quarter of the South ^{East} ~~West~~ quarter of section eleven ~~twelve~~ Township forty South Range three East is her property and she is entitled to the possession thereof against all the world yet the said defendant claims to own that also as well as a forty acre tract adjoining which she deeded to her and entered with her own money and which she has conveyed to him without consideration.

She further says that she has endeavored by all means in her power to induce the said defendant to give her a small portion of what really belongs to her that she has begged and pleaded with him but all in vain. He treats her cruelly and unkindly threatens to drive her from her ~~home~~ house penning up. She is then driven to resort to a court of justice to protect herself and her rights.

Plaintiff further states that the said defendant borrowed of his father sixty five dollars to be applied to the purchase of a negro boy named Isaac. He also sold cattle and horses belonging to Leonard ~~Smith~~ ^{& himself} at one time to the amount of three hundred dollars she cannot state how many belonged to her husband. But the same thing has been done by him at other times but how

or what amount he sold of the stock he
belonging to her husband he cannot state
but requires time to set forth and state
the particulars.

Plaintiff prays that inasmuch as the
the trustee created by the deed is dead
that Eli Wiley may be appointed trustee by
the court or some other suitable person
as the court shall see proper also that
she may have the possession of the land
above described adjudged to her ~~it being her~~
~~which she entered in her own name~~
She also prays that ^{the half of} a division and partition
of the ~~land above mentioned~~ may be ~~adjudged~~
~~be adjudged and decreed~~ That she the bill
of sale of the slaves that the said defendant
may be held a trustee as to the half of the
slaves above mentioned and that a division
of the same may be ~~adjudged~~ and decreed
that she may be put in possession of the
personal property of which the said Seaman
did dispose that she may have judgment
for the amount of her notes and of the
money the defendant borrowed of his father
and that he may account for & pay for
such stock belonging to said Seaman as
the defendant has sold and for such other
other and further relief as her case may
warrant.

M. Fairpell & Son
attys for plaintiff

Martha Couch makes oath and says that
the foregoing petition and the matters therein
as stated she believes to be true.

Subscribed and sworn to before me this
27th April 1888. A. P. Wepes clk. C. C. C.

Martha X Couch
(Martha)

1538

Martha French
against

James French

Debtors

21-precipitate

Chubbell & Co

18

Filed May 22 1855

Chas. H. May etc

Copy of 240
entire
approx 15
chd

Two horses worth \$75 & 125	200.00
Two acres 50 ac	100.00
Tool worth	40.00
Other cows & calves 15 ea	45.00
1 four year old steer	25.00
3 yearlings 11 ea	33.00
1 cow & calf	20.00
	463.00

Couch

v.

Couch

3

In the Jefferson Circuit Court,
April 2, 1858

Now at this day comes the Defendant by his
Attorney and demurs to the Plaintiff's petition for the following
reasons.

1. There is an improper joinder of causes of action in
this petition in this, that there is a claim to recover real property,
also specific personal property, there is a claim to recover
reversionary interests evidenced by deed, and also suit upon
promissory note.

2. The causes of action are not separately stated with
the relief sought for each cause of action, in such manner
that they may be intelligently distinguished.

3. ~~The~~

Pepper & Johnson p.p.

Maria Leach

v.

James Leach

Deacons & Partners

Walter's Wharf, Leeds.

Filed May 27th 1858

Edw. J. Wemyss
att

recorded

W. Wemyss

Martha Couch, plaintiff } In the Circuit
Against } Court Jefferson
James Couch, defendant } son County
State of Missouri }
County of Jefferson } ss.

This Affiant, Martha Couch, the plaintiff in the above entitled cause, states that she has a just demand against the Defendant, James Couch, now due, and that the amount which this Affiant believes she, the plaintiff, ought to recover, after allowing all just credits and set off, is three thousand dollars, and that this Affiant has good reason to believe and does believe that the said Defendant, James Couch, is about to remove his property or effects out of this State, with the intent to defraud hinder or delay his creditors; and also, this Affiant has good reason to believe, and does believe the said Defendant is about to remove out of this State, with the intent to change his domicile; and also, that the said Defendant has fraudulently conveyed or assigned his property or effects, so as to hinder or delay his creditors; and also the said Defendant is about to convey or assign his property or effects, so as to hinder or delay his creditors; and also, that the said Defendant is about fraudulently to conceal, remove, or dispose of his property or effects, so as to hinder or delay his creditors.

Witness A. B. Nepe,

Martha Couch
X
Mark

Subscribed and sworn to before me this 15th day of June 1858
Elias D. Honey, Clerk, Cincinnati County
By W. T. Hefner, Deft

In Cincinnati Court
Jefferson County

Martha Couch

vs.

James Couch

Affidavit

Filed June 15th 1858

Elias D. Honey, Clerk

Martha Couch, plaintiff, } In the Circuit Court
 Against } Jefferson County,
 James Couch, defendant } Attachment in a civil
 action.

We, Martha Couch, as principal, and Eli Wiley, and Gabriel W. Anderson, as securities, acknowledge ourselves to be indebted to the State of Missouri in the sum of five thousand dollars, for the payment whereof we bind ourselves, our heirs, executors and administrators.

The condition of the above obligation is, that whereas, Martha Couch, as plaintiff, is about to commence a suit by attachment in the Circuit Court of Jefferson County, against James Couch, defendant, returnable to the next term thereof, wherein the sum sworn to is three thousand dollars,

Now, if the said Plaintiff shall prosecute her said action without delay, and with effect, Refund all sums of money that may be adjudged to be refunded to the defendant, or found to have been received by the plaintiff, and not justly due to her, and pay all damages that may accrue to any defendant or garnishee by reason of the attachment, or any process or proceeding in the suit or by reason of any judgment or process thereon, then this obligation is to be void, otherwise to remain in full force.

Witness our hands and seals this 13th day of June 1858,

Witness A. W. Weyer

Martha ^{her} Couch (seal)
 Eli Wiley (seal)
 J. W. Anderson (seal)

Approved, this 15th day of June AD 1858,
Chas. E. Honey Clerk
for A. J. Hepner, Deputy

In Circuit Court
Jefferson County

Martha Couch

vs,

James Couch

Bond

Filed, June 15th 1858
Chas. E. Honey Clerk

COUNTY OF JEFFERSON.

The State of Missouri,

To Virginia Davis, Chas. Foster, both parties, vs. Isaac Wiley
 Greeting:

For the hereby commanded, that setting aside all manner of
 excuse and delay, you appear before our Circuit Court for the

County aforesaid, on the 29th day of October 1858

at St. Louis, then and there to testify, and do such to say in a

correct matter of controversy, now pending in our said Court, between

Martha Couch vs. Plaintiff and

James Couch is Defendant on the part

of Plaintiff and herein you are in no wise to fail.

Witness, THOMAS E. PEECHER, Clerk of our said Court

29th day of October A. D. 1858

Chas. S. Honey Clerk

I executed the within Spa in the County
of Jefferson on Chapel Foster, Lucina Wiley
by reading the same within their presence
and hearing on the 23^d day of October 1858

Oscar Dover Sheriff

To Circuit Court
October Term 1858

Martha Couch

vs
James Couch

for Pys

Virginia Davis 21.00

Chapel Foster 20

Seth McKee 24

Lucina Wiley

Sheriff fee \$ 2.00

I executed the within Spa in the County
of Jefferson on Virginia Davis, Seth
McKee by reading the same within their
presence and hearing on the 23^d day of October
1858

C L Foster

COUNTY OF JEFFERSON.

The State of Missouri,
To Saml. Wiley, Elias Belser, Henry A. Bates, John Carney

Greeting:

You are hereby commanded, that settling aside all manner of
excuse and delay, you appear before our Circuit Court for the
County aforesaid, on the 29th day of October 1858
at St. Albans, then and there to testify, and the truth to say in a
certain matter of controversy, now pending in our said Court, between

Martha Couch

Plaintiff and

James Couch

Defendant in the first

of ~~and herein~~ ^{and herein} ~~was~~ ^{was} ~~in~~ ⁱⁿ ~~our~~ ^{our} ~~case~~ ^{case} ~~to~~ ^{to} ~~testify~~ ^{testify}.

~~THOMAS J. HONEY~~

Witness, ~~THOMAS J. HONEY~~, Clerk of our said Court.

with the said Henry A. Bates, who is sworn, and who is

37th day of October A.D. 1858

Elias J. Honey, Clerk.

I executed the within ~~Spa~~ in the County
of Jefferson on Elias Belen by reading it
within his presence and hearing on the 25th
day of October 1858

K I Hottel

20 Circuit Court

Oct. Term 1858

Martha Couch

James Couch

for Deft

Saml Wiley

Elias Belen

Henry P Bates

John Carney

Sheriff fee \$2.00

I executed the within ~~Spa~~ in the County
of Jefferson on Samuel Wiley, John Carney,
Henry P Bates ^{by reading} on the 22nd day of October 1858

COUNTY OF JEFFERSON.

The State of Missouri,

To *Prosser & Co. drs* *John A. Wiley* *Shelton Mallory*
Greeting:

You are hereby commanded, that acting aside all manner of
excuse and delay, you appear before our *Circuit* Court for the
County aforesaid, on the *29th day of October* next
at *St. Louis*, then and there to testify, and the truth to say in a
certain matter of controversy, now pending in our said Court, wherein
Mathia Couch is Plaintiff and

Jane Couch is Defendant on the part

of Plaintiff and herein you are in no wise to fail.

Witness, *THOMAS E. FLETCHER*, Clerk of our said Court

with the Seal thereof hereto affixed, at office this

5th day of *October* A. D. 1858

Chas. J. Honey Clerk.

I executed the within Spa in the County
of Jefferson on Ely Wiley by reading the same
within his presence and hearing on the 22 day
of October 1858

Isaac Dover Sheriff
S. Mallory not found

To Circuit Court
Oct. Term 1858

Mourtha Couch

James Couch

for off

John Howell

Archy Cheatham Esq

Eli Wiley

Sheridan to Mallory

Sheriff fee \$ 1.50

S. Mallory non est 25

I executed the within Spa in the County
of Jefferson on Archy Cheatham by reading
and on John Whittle by leaving him a copy
at his usual place of abode with a free white person
over the age of fifteen years I John Howell
on the 23 day of October 1858

County of Jefferson, Mo.

The State of Missouri, To the
Sheriff of Jefferson County Missouri,
Greeting:

We command you to attach James
Couche, by all and singular his lands and tene-
ments, goods, chattels, rights, moneys, credits, ev-
idences of debt and effects, or so much thereof
as shall be sufficient to satisfy the sum of
Three Thousand dollars, (Amount found to) with
interests and costs of suit, in whose possession
soever the same may be found in your County
and that you summon the said James Couch
that he be and appear before our County Court
of the County of Jefferson, on the first day
of the next term thereof to be holden at the
Court House in Willibron, in the said County
of Jefferson, on the fourth Monday of October
next, then and there to answer the petition of Mar-
tha Couch, wherein she asks judgment for
Three Thousand dollars.

And that you shall also summon,

and all other persons that
you shall find in the possession of goods, money,
or effects, of the defendants and such other
persons as the plaintiff or her Attorney shall
direct, as garnishees, to be and appear before
our said Court at the time and place aforesaid
then and there to answer such allegations, and in
interrogatories as may be exhibited against them

And as have you then and there this writ
In testimony whereof, the undersigned
Clerk of the said Jefferson County Cir-
cuit Court, has hereunto signed his
Name, and affixed the Seal of said Court,
at office this Fifteenth day of June AD,
1858. *Chas. J. Honey, Clerk*
By A. Hepler, Dep't

Martha Couch

Mrs. James Couch

Attachment

Filed Oct 25th 1858
Chas J Honey clk

I Executed the annex attachment at
the County of Jefferson on the fifteenth day
of June at 1858 by Seizing upon and attaching
as the property of James Couch the following descri-
bed real Estate lying in the County of Jefferson
and State of Missouri to wit The East half of
the North West fourth & West half of North East fourth
& West half of South East fourth of Section 14 Townsh-
ip 40 North Range Three East containing Two Hundred
acres Except forty Eight acres conveyed by Joseph
Gamble ~~admir~~ of Archibald Gamble to John T Davis
Recorded in Book L page 515 also the West half
of North East qr of Section 23 Township 40 Range 3
East containing Eighty acres also the South East qr
of the North East qr of Section 11 Township 40 Range 3
East containing 40 acres the North West qr of South East
qr of Section 11 Township 40 Range 3 East containing
forty acres and the N E $\frac{1}{4}$ of the S W $\frac{1}{4}$ Section 12
Township 40 Range 3 East containing 40 acres also the
S W $\frac{1}{4}$ of S W $\frac{1}{4}$ Section 12 Township 40 Range 3 East
containing 40 acres also the S E $\frac{1}{4}$ of S E $\frac{1}{4}$ Section 11
Township 40 Range 3 East, ^{containing 40 acres} and also the N E $\frac{1}{4}$ of S E $\frac{1}{4}$
Section 11 Township 40 Range 3 East containing 40
acres and I do Declare that I do attach all the
right Title Interest and property of James Couch
of in and to the above described real Estate or
some of thereof as shall be sufficient to satisfy
the amount Doorn to and costs of Suit and also on
I did recel the annex attachment to James Couch
on the above mentioned day 15th day of June 1858
Augustine Wiley Sheriff

Couch
Against
Couch

In the Circuit Court
Jefferson County Mo.

It is agreed between James B. McKean, who intermarried with Martha Couch since the commencement of this suit, and who is administrator of her estate, Eli Wiley & Gabriel Anderson who had become security to said Martha on her attachment bond in this suit, and James Couch the above defendants as follows. This suit is to be dismissed by said McKean at his cost. He is to allow said Couch to take and keep all the property claimed by him in the cause to wit. Tit da. Isaac, George & Ruth, ^{the blacksmith tool,} the amount which Harritt sold for, all the cattle on the place [except seven which have been set off to said Martha and her said husband McKean], one clock one cupboard, two bedsteads, all the grain raised on the place this year. (The crop has already been divided) all the hogs except one, a white sow. Said McKean is to pay Couch seventy five dollars being one half of the amount for which a young horse Tom Branch was sold. The horses on the place belong to McKean, as administrator of said Martha. It is further agreed that said Couch may at any, and all times between this and the first of March next enter upon and take away from the premises all the property now on the place belonging to him. The tract of land mentioned in the petition and the same conveyed in trust for the benefit of said Martha is not claimed by the defendant, James Couch. all the other tracts mentioned in the petition are his. Said Wiley ~~and~~ Anderson agree for themselves to relinquish all claim and do relinquish ^{to said McKean} all right and title to any and all the property conveyed to them by a certain conveyance of the said Martha to them heretofore recorded

in the records office of Jefferson County Indiana
It is further agreed that the notes and other property
and money claimed by said Martha and not herein
before set forth and described is now and hereby relinquished
to said defendant.

Said James Couch for and in consideration of the
premises above set forth ^{with said Wiley Anderson & Bell} agrees not to prosecute a suit
for damages upon the attachment bond filed in
this cause by said Martha and her co-defendants
Wiley & Anderson, also releases all claims for improvements
The foregoing is truly understood and intended to
be a full settlement of all ^{matters} of difference whatever
growing out of this cause, and with that view
this agreement is signed by us respectively
and made a part of the record in the cause.

Oct. 27, 1858

Q. L. Wiley
J. B. Anderson
James Bell
James Couch

Filed Oct 29th 1858
Clara J. Horney etc

Couch
as
Couch
Agreement

1 1
Reviewed as per agreement in
file, Oct. 1858
Book No 4, Page 198.