

Jefferson County Circuit Court
Case Files - Civil
April 1859

Box

11

Folder 17

Beeler, Conrad L.

v.

Cardwell, James
Cardwell, Huffman
Cardwell, Dow
Cardwell, Reuben

Appeal

Plaintiff appealed from Justice of the Peace
C.E. Frost on an action of forcible entry and
Detainer; Supreme Court; land in Big River
Bottom; depositions

State of Missouri }
County of Jefferson } 88

The State of Missouri to
The Constable of Big River Township of the County
of Jefferson (Sherriff) whereas Complaint in writing
is made to the undersigned a Justice of the peace within
and for said County of a forcible entry
and detainer made by James Cardwell Thompson
Cardwell Sam Cardwell and Henry Cardwell
on the Land of Leonard S. Beebe in the County
aforesaid. These are therefore to command you
that you cause to come before the said Justice at
his office in the County aforesaid on the 19th day
of March 1859 at the hour of 2 o'clock of the clock
in the forenoon of that day twelve good and
lawful men of the Body of the County to make
a jury to inquire into the forcible entry and
detainer aforesaid herein under my hand
this 1st day of March 1859

C. C. Tracy
Justice of the peace

Frederick Pendry

John P. Smith

James Goodsell
and others

J. G. Brown

John Brown

Stephen Farnsworth

J. P. Carson

Arthur M. Nelson
William Abner

Mr. H. Williams

J. H. Lee

William Long

Thompson Brown

John B. Colby

James Evans

Street of Nelson

To David

George Smith

William Lee

St. Wendell

W. Wendell

George H. Smith

Charles Smith

Shub of Missouri }
County of Jefferson } LS

The Shub of Missouri to
The Constable of Big River Township of the
County of Jefferson Greeting you are hereby
Commanded to Summon James Cardwell
Thompson Cardwell Isaac Cardwell and Henry
Cardwell of the County of Jefferson to appear
before the undersigned Justice of the peace within
and for said County at my office in the same
County on 19th day of March 1859 at the hour
of Ten of the Clock in the forenoon of that day
there and there to answer said defend against
the Complaint of C S Beeler of forcible entry
and detainer made by the said James Cardwell
Thompson Cardwell Isaac Cardwell and Henry
Cardwell upon the lands of the said C S Beeler
as by the Complaint of the said C S Beeler as
here to answered will more fully appear and
and have you there and there this writ with the
Return of your proceedings thereon given
under my hand this 1st day of March
1859

C E Frost
Justice of the peace

State of Missouri } ss

County of Jefferson Complaint of
Conrad S. Beeler

Complainant States that on the 1st day of
March 1839 James Cardwell Rufus Cardwell
Daw Cardwell and Reuben Cardwell did force-
fully enter and detain possession of one certain
field being on ~~his~~ complainant's farm and known
as his lower field lying in Big River Township
in Jefferson County in the Township of Big
River and County of Jefferson in an State approved
Subscribed and sworn to
before me this 1st day
of March 1839

C. S. Beeler

C. C. Frost Justice
of the peace

C. S. Beeler
James Cardwell
Rufus Cardwell
Daw Cardwell
Reuben Cardwell

Tested by reading
in the hearing of Subj. min.
Cardwell ~~are~~ are
Daw Cardwell ~~are~~
Reuben Cardwell this
the 6 day of March
1839 To H. P. Jones
Constable
be 75

THE STATE OF MISSOURI,

County of *St. Louis*

} ss.

The State of Missouri, to

You are hereby commanded, that, all excuses and delays being set aside, you personally be and appear before the undersigned, a Justice of the Peace within and for the township of *St. Louis* in the county of *St. Louis*, on the *17th* day of *March*, 184*5* at the hour of 10 o'clock, A. M., at his office in said township, to testify on the trial of a case wherein

James C. Caldwell plaintiff, and *James Caldwell*

James Caldwell defendant, on the part of the defendant, ; and of this you are not to fail at your peril.

Given under my hand, this *17th*

day of *March*

A. D. 184*5*

W. H. Threl Justice.

To Daniel Heeler
of Thomas Messers

Served the writ
by Reading
in the hearing

of the witness
this the 4 day
of March AD
1858 To H

Pounds

Constable

for 50

THE STATE OF MISSOURI,

County of

The State of Missouri, to

You are hereby commanded, that, all excuses and delays being set aside, you personally be and ap-

pear before the undersigned, a Justice of the Peace within and for the township of

in the county of

, on the

day of

184

at the hour of o'clock, **M.**, at his office in said township, to testify on the trial of a case wherein

plaintiff, and

defendant, on the part of the

; and of this you are not to fail at your peril.

Given under my hand, this

day of

A. D. 184

Justice.

20
Served by Reading
in the hearing of Wm
Donsmore the 10th day
of March 1858

Wm Donsmore

Wm Donsmore

Constable's
Dec 23

Let's all be
happy and healthy

Very truly
yours

3. Signal 1. Thousands and

The State of Massachusetts To Sydney Youngell

To Sydney Tynnell
Pleasant Monrovia

Desert By Reading in the
Henry of Henry Tynnell
day of March 1858

Arthur Barclay

Arthur Barclay

I received

of the President

for 25-

State of Missouri } 13

County of Jefferson } The State of Missouri's Clerk Rogers

you are her by commission. That all breaches and delays being set aside
you personally be an officer before the under signed and of the Justice of the
peace within for the township of Big River in the County of Jefferson
on the 1st day of March 1838 at the hour of ten of the clock in the forenoon
at my office in said township. To testify and with the aid of a seal and
min & Clerk as actually and lawfully conducted and others is dependent. I am
The Just of the said township you are further commissioned to bring
before the said Justice at the time and place above named any and all
Articles of agreement. That my be in your possession between the
said Justice and George Beck and others and of this you are
not to fail at your first convenience. This 12th
day of March 1838

W. B. Howard
Justice of the Peace

To Elisha Rogers

Dear

by Reading in the morning
of Elisha Rogers the 14 day
of March 1857

Yours
Cousin
Dec 25

We Conrad S. Beeler as principal and Daniel Beeler as surety acknowledge ourselves indebted to James Cardwell, Sam Cardwell, Ruben Cardwell, & Buffum Cardwell Defendants in the sum of Fifty dollars upon this condition: that whereas the said Conrad S. Beeler has appealed from the judgment of C. C. Frost a justice of the peace in an action of forcible Entry & Detainer between the said Conrad S. Beeler & as Complainant and the said Cardwells as Defendants. Now if the said Conrad S. Beeler the Complainant shall prosecute his appeal with effect & without delay pay all costs that may be adjudged against him and otherwise abide the judgment of the Circuit Court in said cause, this recognizance shall be void -

Given under our hands this 19th day of March 1837.

Wm C C Frost

Justice of the peace

C S Beeler

Daniel Beeler

Alphonsus Boas
to J. Butler
by
James Buchanan

Howard S Beebe

vs

James Bartwell

Thompson Bartwell

James Bartwell

Kenner Bartwell

} To H S Beebe the above named

plaintiff - you are hereby notified that depositions
of witnesses to be read in evidence in the above
cause on the part of the defendant will be taken
before E. B. Frost in Big Spring Township
at Hillsboro in the County of Jefferson and
State of Missouri on the first day of April
1859 between the hours of eight o'clock in the
forenoon and six o'clock in the afternoon
and that the taking of the said depositions
if not completed on that day will be conti-
nued from day to day at the same place
and between the same hours until com-
pleted this 26th day of March 1859

James Bartwell
and others

This day personally appeared Pleasant Munnors
before the under signed one of the Justices of the
peace within and for the township of Big Lake
in the County of Jefferson and State of
Missouri and testified that he found the
within by leaving a copy of the same
with Conrad S. Beeler on the 25th day of
March 1858 given under my hand this 1st
day of April 1858

C. C. Frost
Justice of the peace

Mark A September 13/58

We the hereinsigned Parties Obligate
And Bind Burschen to Cultivate
A piece and parcel of Land known
as Courtois & Beecher Lower Field
situated in Big River Bottom in
the County of Jefferson in State
of Missouri Bounded East by
Big River South by the remainder
off Beecher farm West by the bluff
North by Enchs. Thomas. Entry.
Now in possession of George W Beecher
And to be Cultivated for his sole
benefit and use in consideration
of a remuneration to be paid
to us the hereinsigned to consist
of One Thousand Bushels of Corn
And Land to be Cultivated
In the Year Eighteen hundred and
Fifty Nine And we further
oblige and bind ourselves to
keep all and every fence in good
order and repair otherwise ~~the~~
~~Obligation~~ We forfeit Our claim
to said Remuneration Witness
this Our hands & seals this
Thirteenth Day of September
In the Year of our Lord Eighteen
hundred and Fifty eight

James A Cardwell Seal
A. H. Cardwell Seal

at test

Elisha H Rogers

Article of
Agreement Between
George W. Beeley On the
West part And James W. Cardwell
Anderson H. Cardwell Entered into
this Fourteenth Day of September
the Year of our Lord Eighteen
hundred and Fifty Eight

Witness

J. S.
J. S.
J. S.

So described and known to help me live and the
day at the place and within the hours first after

to 4th week

History of the House

This Agreement is attached the
marked A marked

When you a witness to George Baln
Horn James Cardwell Whiffman
Cardwell to lend this field
I witnessed their signing the
agreement

Q. Everything said in your presence
amounts to a bona fide thing
of the Two Mr Cardwells to lend
this field?

A. Yes Sir

Do you know this field

A. Yes Sir I know the price
of ground in dispute.

How much corn in a good
season would 30 Acres of such
ground bring in a first rate
season.

I suppose it would bring
fifty bushel to the acre
Is not stake & rearing and other
necessary work to be done before
landing worth considerable

A. Yes it would be worth something

Crop Examined

Do you know the size of the
field?

A. No Sir

Do you know of any other agreement
beside marked A

None other
and further the deponent says not

Elisha W. Rogers

State of Missouri
County of Jefferson

Depositions of Witnesses

produced sworn and examined are the first day of
April in the year above said 1858 between the hours
of eight o'clock in the forenoon and six o'clock in
afternoon of that day at my office in the County
of Jefferson and State of Missouri before me
a Justice of the Peace within and for
the Township of Big River in the State and County
aforesaid - in a certain case now depending
in the Circuit Court of the County of Jefferson
in the State of Missouri between Lemuel
S. Becker, plaintiff, and James Cardwell, Huffer-
man, Cardwell, Dan Cardwell, and Reuben
Cardwell, defendants on the part of the de-
fendants - ~~Elishe W. Rogers~~ ~~Thomas~~ ~~Thomas~~
of lawful age being produced sworn and examined
are the part of the defendants deposes and saith

Do you know of George Becker Hiring
James Cardwell & Hufferman Cardwell
to build a piece of ground known
as Corners & Bales lower pole

Both George Becker and the two
Cardwells been with me Both
parties said they wished me
to record an instrument of
writing which I did
What kind of writing was it
it was an agreement binding
George Becker, as Employer to pay
James ^{Cardwell} Becker and Hufferman
Cardwell to build a certain piece

objected to as not being

State of Missouri
Jefferson County

Conrad Butler

vs
James Cardwell, Hufferman & Detamur.
Cardwell, saw Cardwell &
Rubin Cardwell } Forcible Entry

Plaintiff states that he was on the 28th day of February 1859 lawfully entitled to the possession & was actually in the possession of the N^W 1/4 of Sec. 6, T. 40. N. 3 E. & N^W 1/4 of Sec. 21, T. 41, N. 3 E. & that Defendants afterwards took on the 12th day of March 1859 unlawfully & with force entered into said premises against the will & consent of Plaintiff & now hold wrongfully detain the possession thereof against Plaintiff. Plaintiff further states that he has been damaged by Defendants on account of their acts as aforesaid in the sum of Twenty dollars & that the rents & profits of said premises are ~~at~~ worth Four dollars per month.

Plaintiff asks judgment for the possession of said premises & for Twenty dollars damages & for rents & profits. Given to 4 subscribers } C. Butler
before on this 19th day }
of March 1859.

John H. H. H.

Justice of the Peace

Comrad L. Butler }
James Cardwell et al } Forcible Entry &
Detainers.

State of Missouri }
Jefferson County }

Be it remembered
that on this day personally came before
me C. E. Frost a Justice of the peace
within & for said County Comrad L. Butler
who being sworn says that he does not
take an appeal in the above cause
for the purpose of vexation or delay
but because he feels himself aggrieved
by the judgment of the Justice therein.
Sworn to & Subscribed

Before me this 17th day of March 1887

C. E. Frost Justice of the peace

Applicant of Appeal

to S. Butler

James Cardwell
& others

C. S. Beebe

against

James Cardwell

Heppner Cardwell

Lane Cardwell

Reubin Cardwell

other defendants To James Cardwell and ^{2^d} ~~the~~
defendants in the above entitled case

You are hereby notified that depositions of
Witnesses will be taken in evidence in the above
cause on the part of the plaintiff will be taken
at Hillsboro in the County of Jefferson and
State of Missouri on the 25th day of March 1888
between the hours of eight o'clock in the fore
noon and six o'clock in the afternoon
and that the taking of the said depositions
if not completed on that day will be contin
ed from day to day at the same place and betw
en the same hours until complete.

C. S. Beebe

State of Missouri }
Jefferson County }

On this day came before
me Elias F. Hoovey Clerk of the Circuit Court
in & for said State & County Thomas Duns-
more who being sworn says he served the ^{within}
Notice on James Cordwell, Huffman
Cordwell, Sam Cordwell and Ruben
Cordwell the within named Defendants
on the 21st day of March 1859 by reading
the same in their presence & hearing.
Admon to & subseribed
before me this 25th day
of March 1859.
Elias F. Hoovey Clerk

Thomas Dunsmore

C. L. Beales

or

James Cordwell et al

Deputations for Plaintiff

Filed Mar. 25th 1859

Elias F. Hoovey
Clerk

Depositions of witnesses produced,
sworn and examined on the 25th day
of March 1857 between the hours of
Eight o'clock in the forenoon and Six o'clock
in the Afternoon of that day at the Clerk's
Office in the Town of Hillsboro, in Jefferson
County, Missouri before me Elias F.
Haney Clerk of the Circuit Court
within and for the County and State
aforesaid, in a certain cause now depending
in the Circuit Court of said County on an
appeal from C. E. Frost Justice of Peace
between C. L. Bealer Plaintiff and James
Cordwell, Huffman Cordwell, Sam Cord
well and Rubin Cordwell Defendants,
on the part of Plaintiff.

Thomas Samsmore ^{Def.} lawful age being
produced, sworn and examined on the
part of Plaintiff deposes and says. I am
acquainted with the piece of land or field
in controversy between Plaintiff & Defend
ants, I know of no contract which Plaintiff
might have entered into with any one with
regard to the said field. Mr. C. L. Bealer
made a proposition to myself and George
Bealer in December 1857, to let us, have the
said field for two ^{year} to cultivate provided we
(myself and George Bealer) would clear
said field and fence it and provide further

that if we did not want to cultivate ^{it} the second year we should let C. S. Bealer have it at the price of two dollars per acre. In his proposition to us Mr. C. S. Bealer expressly said that we should ^{not} be allowed to ~~the~~ rent the field to third persons or let third person have it to cultivate, neither of us at that time accepted said proposition but George Bealer and Sam Cardwell after words accepted said proposition as made to me and George Bealer, I never had anything to do with it. The proposition made by C. S. Bealer and ~~accepted~~ by George Bealer and Sam Cardwell expressly provided that they were to make a good fence five feet high and that the fence was to be staked, and with riders upon them wherever the water would effect the fence - there are no stakes or riders ⁱⁿ ~~on~~ the fence, anywhere - there were at least one hundred and fifty panels of the fence which are and might be effected by high water from Big River.

George Bealer has moved off to Crawford County in this state, and does not as I understand intend to farm said field this year. I have heard Sam Cardwell say sometime last fall that he had not further interest in the lease of said field and added that he had

sold out his interest to George Beales.
this was before George Beales^{moved off}. I heard
Dependents say that Bonaparte Doves had
bought the crop of corn raised in said
field last year, from George Beales,
while said ^{corn} was still standing in the field.

I have heard said Doves say that he had
sold the stock in said field to C. S. Beales.
I saw C. S. Beales turn his cattle into
said field ^{in December last} from that time on he the
said C. S. Beales had quiet and peaceable
possession of said field claiming ^{it} as his
own, not only for the use of the stock field
but also the right to cultivate it during
next year under the lease between himself
and George Beales until ~~his~~ ^{he} was ousted
by Dependents. I have heard Dependents
often admit that the title to land or field
in controversy was in C. S. Beales, George
Beales had fallen out with C. S. Beales
before he left. There are about twenty
acres in said field - said field will in
an ordinary crop ^{year} bring fifty bushels to the
acre. The field in controversy is worth
fifty dollars ^{a year}, I suppose - or about four
dollars per month. Thomas & Dunsmore
sworn to & subscribed before
me at the place, on the day & between the hours first
aforesaid Elias & Honey Clerk

State of Missouri
Jefferson County

I Elias F. Honey Clerk of
the Circuit Court within and for the
State and County aforesaid, do hereby cer-
tify that in pursuance of the within notice
came before me at the Clerk's office in the
Town of Hillston in said County Thomas Sum-
more, who was sworn by me to testify the whole
truth of his knowledge touching the matter
in controversy aforesaid: that ~~they~~^{he} was ex-
amined and ~~this~~ examination reduced to
writing and subscribed by him in my
presence on the day, between the hours
at the place in that behalf first aforesaid
and his said depositions are herewith re-
turned—

In Testimony whereof I hereto set
my hand and affix the Seal of
said Court at office in Hillston
March 25th 1859
Elias F. Honey Clerk

See - 40554

That of Missions
County of Jefferson

To Thomas Harrison

you are commanded that all delay
and delay being set aside you personally
be and appear before the undersigned a Justice
of the Peace within and for the Town-
ship of Big river in the County of Jefferson
on the 1st day of April 1859 at the hour
of eight of the clock in the forenoon at
his office in said Township to have
your Deposition taken to be read in evi-
dence in suit wherein C. S. Heeler is
Plaintiff and Thomas Carroll and others
is defendant on the part of the
defendants and of this you are not to
fail at your peril given under my
hand this 26th day of March 1859
C. C. Grant
Justice of the Peace

The Shawtown By
Heath's to T
March 26th 1854
Madness June 1
March 1st 1854

State of Missouri
County of Jefferson

Depositions of Witnesses

produced sworn and examined on the first day of
April in the year of our Lord 1859 between the
hours of eight o'clock in the forenoon and six
o'clock in the afternoon of that day at my office
in the County of Jefferson and State of Missouri
before me C. C. Frost a Justice of the peace with
and for the Townships of Big Spring in the State and
County aforesaid - in a certain Cause now dep-
ending in the Circuit Court of the County of Jefferson
in the State of Missouri between Conrad S.
Beeler plaintiff and, James Cardwell, New Spain
Cardwell, Sam Cardwell, and Benjamin Cardwell
defendants on the part of the defendants -

Thomas J. Dunsmore of lawful age being produced
sworn and examined on the part of the defendants
deposeth and saith in answer to Interrogatories -

Mr Dunsmore are you aware of any
contract existing between Mr Conrad
S. Beeler and George Beeler concerning
Mr Conrad Beeler's corner field
I heard Mr Conrad S. Beeler make
a proposition to Mr George Beeler and
me.

What was that Proposition

He went with us and showed
us the land where he wanted
the fence set - he said we
might have this land if we
would clear it out for two years
if we wanted to cultivate
it ourselves if not he would

Was Mr Conrad Beeler to have the field
in question, provided ^{George Baker} he did not want
to cultivate ^{it himself} at two dollars per acre

He was
Was George Baker to rent the field to any
one else

Nobody else was to have it
What amount of land is there in
this field

About Twenty Acres
Has the River ever been up since
the contract

Yes Sir and ——— Thomas G. Dinsmore
furtherer this deposition and that

We the Parties agree that this
deposition shall be used in
court for both parties
James Cardwell ^{for} thor

Subscribed and sworn to before me on the day
at the place and between the parties first aforesaid
C. C. Frost
Justice of the Peace

I C. C. Frost Justice of the peace within and
for the Township of Big River in the County
of Jefferson and State of Missouri
do certify that in pursuance of the annexed
cause before me at my office in the County
and State ^{last} aforesaid Elisha W. Rogers and Thomas
J. Dunsen are who were by solemnly sworn to
testify the whole truth of their knowledge touching
the matter in controversy aforesaid that they were
examined and their examination reduced to writ-
ing and subscribed by them respectively in my
presence on the day last aforesaid. We have read at the place in their
behalf aforesaid and their said depositions are now
herewith returned.

and I further certify that said Elisha W. Rogers
and Thomas Dunsen are at this time residents
of the said County of Jefferson and State of
Missouri.

Given at my office in the County of Jefferson
and State of Missouri this 1st day of
April 1858

C. C. Frost

Justice of the peace

L. J. Becker
as } Deposition for assets
James Cardwell et al

Receivd hand of L. E. Smith
April 6th 1819 & opened &
filed by me. May 30th 1819
Elihu D. Hooley Clerk

Contract of Beels Plaintiff

Against

James Cardwell
Huffman Cardwell
Dane Cardwell
Reuben Cardwell

Justices fees for Summons	75	
6 Subpoenas	1.50	
Receipt for Jury	2.50	
6 Oaths	3.00	
Swearing Jury	1.50	
Rendering Judgment	3.50	
Certified Transcript of Appeal	2.50	
Execution of appeal	2.50	
2 notices to take depositions	5.00	
1 Subpoena for witnesses in depositions	2.50	
Writing depositions 300 words	5.00	
Signing & subscribing depositions	5.00	
2 Oaths	1.00	
		<u>73.75</u>

Constables fees

Summons	75	
Summons Jury	75	
6 Subpoenas	1.50	
		<u>2.90</u>

Witnesses fees

Hyder Tynnell 1 day	5.00	
Samuel Beels 1 day	5.00	
Thomas Dunsen 1 day	5.00	
Wm Dunsen 1 day	5.00	
Pleasant Dunsen 1 day	5.00	
		<u>15.00</u>

Various fees

3.00

an action for forcible entry and detainer
Whereas Complaint has been made before the undersigned Justice in writing by C. S. Beels and verified by his affidavit on the 1st day of March 1839 that on that day James Cardwell Huffman Cardwell Dane Cardwell and Reuben Cardwell did by force and wrong detain possession of one certain field of the said Beels known as his lower field on his farm on Big River in the Township of Big River in the County of Jefferson and State of Missouri and demanded Summons for the said defendants in the above entitled case The Summons was issued on the day of March 1839 Returnable to the 19th day of the same month the same and the Return day the Summons and Complaint returned and by the request of the plaintiff the Justice in open Court permitted the plaintiff to be amended in power to more fully describe the premises Summons returned served by Reading in the presence of Huffman Cardwell Dane Cardwell and Reuben Cardwell

The Summons not being served on James Cardwell he
James Cardwell came forward and acknowledged the Summons
and consented to go into trial - The Justice impaneled
a Jury of twelve men as follows, J. S. Paines, Palmer,
Emms, Thompson, Brown, John Baldery, James Emms,
J. G. Widen, Leray Dore, G. H. Gamble, Wm. Loebe,
Fredrick, Meredith, G. M. Frost and Charles Riste
who after hearing the proofs and allegations returned the
following Verdict, To-wit, - we the jury find the
defendants not guilty in manner and form as charged
in the Complaint - George H. Gamble forswore
the Justice therefore renders Judgement against the
Complainant C. S. Beeler for the cost of Suit
this 19th day of March 1858, C. E. Frost Justice
of the peace

Appealed by the Complainant the 19th day of March,
1858

I do hereby certify that the above is a true
Transcript of my docket in the above entitled
Cause given under my hand this 19th day of
March 1858 C. E. Frost
Justice of the peace

1792
James Barclay
James Barclay
James Barclay
James Barclay

James Barclay

cho

Filed April 6th 1859
D. J. Hoarey Clerk

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To *Wm L Dixon.*

Deputy D. Dixon

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our *County* Court for the County aforesaid, on the

14th day of June next 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 *Edward J Becker* Plaintiff and *James Beardmister also are* Defendant on the part of *Plaintiff* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court with the Seal thereof hereto affixed, at office this

14th day of *July* A. D. 185*9*

Elias F Honey

Clerk.

Executed the within Spec in the County
of Jefferson State of Mo on the 21st day of May 1859
it within his presence and hearing on the 23rd
Bonaparte over

Vol Circuit Court
June Term 1859

C. S. Boeler

vs
Jas Cardwell et al

for peff

Wm C Dixon M 28

Boeler 21

Dover

Sheriff fee \$ 1.50⁰⁰

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

TO *Benjamin Owen Eliha Rogers Stewart*
Manfred Sydney Symell

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our *Peace* Court for the County aforesaid, on the *fourteenth day June next* 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 *Leander J. Beecher is* Plaintiff and *James Leander Miller* Defendant on the part of *Defendants* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court

with the Seal thereof hereto affixed, at office this

30th day of *May* A. D. 185*9*

Elias F. Honey

Clerk.

I executed the within Spa in the County of
Jefferson on Elisha Rodgers, Pleasant Manos
by reading within their presence and
hearing on the 31st day of May 1859

Bonaparte Dover

To Circuit Court

June Term 1859

Conrad S Beecher

vs

James Cadmellelals

for debt

Bapt. Dover

Elisha Rogers

Pleasant Manos

Sydney Syreel

Sheriff fee \$1.75^{cts}

I executed the within writ in the County
of Jefferson on B Dover by reading within
his presence and hearing on the 6th day
of June 1859 Bapt. Dover Sheriff
Sydney Syreel not found within my County

C. L. Beale
vs
James Cordwell et al

} Appeal from J. P.

Now at this day comes the Plaintiff
& moves the Court to set aside the now suit taken by
him in this cause & to grant him a new trial for
the following reasons.

1

Because the instruction given by the Court on its
own motion was erroneous—

2

Because, the Court should have given the in-
structions asked for by Plaintiff.

Thomas & Pipkin

Attys for Plaintiff—

C. A. Decker
by
J. Cardwell & others.

Prothon for new trial.

Filed June 14th 1859

Chas J. Whorley

Decker

State of Missouri } In the Jefferson Circuit Court
Jefferson County } June Term for 1859.

Conrod S. Beiler

vs

James Cardwell

} Appeal from J. P.

Personally came before
me E. J. Honey Clerk of the Circuit
Court within & for the State & County
aforesaid Conrod S. Beiler, the Plaintiff
in the above entitled cause, & being duly
sworn says, that he does not take an
appeal to the Supreme Court from
the judgment of the Circuit Court in
said cause for vexation or delay but
because he feels himself aggrieved
by the judgment of said Circuit Court.
Further says not.

E. S. Beiler

Sworn to & subscribed
before me this 14th day
of June 1859.

Elias J. Honey Clerk

E. S. Butler

or

James Coakley et al

Applicant for a patent

Dated June 15th 1859

Chas. J. Henry & Co

Chas. J. Henry & Co

C. S. Beeler
vs
James Cardwell et al

In the Jefferson Circuit
Court, June Term for
1859.
Appeal from J.P.

Be it remembered that on the 14th
day of June 1859. It being the 8th judicial
day of the June Term of the Jefferson
Circuit Court for 1859. the above en-
titled cause came on for trial, & the
cause being to a jury, the Plaintiff in-
troduced testimony tending to prove
that C. S. Beeler owned a tract of land on Big
River; that he rented about 20 acres to Geo.
Beeler & David Cardwell, it being unopened land,
for two ^{years} free of rent provided they would clear
& fence it - that it was expressly understood
between the parties that if Geo Beeler & D. Cardwell
did not want the land the second year C. S. Beeler
was to have it for \$2.00 per acre. That the fence
to be made by Beeler & Cardwell was to be
five feet high & staked & ordered when
the water from Big River might effect it
that there were about 150 perches that the
water would effect. that the field was opened
opened according to contract ^{the fence was not} & fenced
the stakes & riders; that Geo Beeler & David
Cardwell raised a crop in the field last
year (1858); that in the fall of 1858 David
Cardwell sold his interest to Geo Beeler;
that Geo Beeler sold the growing crop to
B. Dover & gave him the stock field; that
B. Dover sold the stock field to C. S. Beeler,

that C. S. Buler about the 1st of December 1858 turned his stock into said field & kept them in till about the first of March. That about the first of March 1859 all the Defendants came into said field while C. S. Buler was in it at work & with force & beating & threats turned C. S. Buler out & have kept possession up to this time; that Geo Buler has moved off to Crawford County; that said field is situated on the W^{1/2} of Sec. T. 40 R. 3 & the of Sec. T. 41 R. 3, E. That said field is worth in the way of rents & profits \$3 or \$4 per month. That Defendants admitted ^{was the owner of the land in} the title to the land in controversy when Plaintiff closed his case. ^{also depositions as follows (here insert the plffs depositions)} And that the Defendants introduced evidence tending to prove that Geo Buler in the fall of 1858 employed Defendants to cultivate said field ^{for the next year} & was to give them 1000 bushels of corn for their hire - Defendants were to have all the rights that Geo Buler had concerning the field; that Geo Buler left shortly after this contract with Defendants, & has not been back since & that ^{Geo} Buler was not present when this contract was ^{also the depositions of the Defendants as follows (here insert it)} made between Geo & Defendants. This being all the evidence on both sides the Plaintiff asked the Court to give the following instructions (here copy instructions asked Plaintiff) which the Court refused to give & that the Court on its own motion

instructed the jury as follows (here copy
instruction given by Court.) Whereupon
Plaintiff took a non-suit with leave
to move to set the same aside - That
afterwards Court on the 5th day of said
Term Plaintiff filed his motion to
set aside said non-suit which motion
is as follows (here copy) & that
afterwards Court on the 9th day of said
Term said motion came up for
hearing & the Court having seen and
fully understood the said motion, over-
ruled the same, to all of which decisions
of the Court in refusing the instructions
asked by him & in giving the ones given
by the Court on its own motion & in over-
ruling said motion the Plaintiff ac-
cepts & objects & tenders that his bill
of exceptions & prays that the same
may be signed & sealed & made a
part of the record in this case
which is done in open Court.

Wm. H. Stone (Seal)

L. A. Beeler
M

James Conduet at

Recd of Reception.

John June 15th 1859
John Honey
Clark

I know all men by these presents that
we C. S. Butler as principal and
Daniel Butler & Sam. Herrington
as surety are held and firmly bound
unto James Cordwell, Dow Cordwell,
Rubin Cordwell, & Duffman Cordwell
in the sum of one hundred dollars to which
payment well & truly to be made we bind
ourselves, our heirs, & executors & adminis-
trators by these presents.

Witness our hands & seals this the 14th day
of June 1859.

The condition of the above obligation
is such that Whereas the said C. S. Butler
has this day taken an appeal from
the judgment of the Circuit Court for
Jefferson County in a certain cause
wherein the said C. S. Butler is Plaintiff
& James Cordwell & others are defend-
ants - Now if the said C. S. Butler shall
well & truly prosecute his appeal with
due diligence to a decision in the Supreme
Court & shall perform such judgment
as shall be given by the Supreme Court
or such as the Supreme Court may di-
rect the Circuit Court to give & if the judg-
ment of such Court or any part thereof
be affirmed, that he will comply with
& perform the same so far as it may
be affirmed and shall pay all damages
& costs which may be awarded against
him by the Supreme Court, then this bond
shall be void, otherwise it shall

be in full force, perfect in law.

Attest

John S. Thomas,

Edw Beeler
his
Saml. Herrington.
witness
Daniel Beeler

Edw
Beeler
Daniel
Beeler

Edw Beeler

vs -

James Beaulieu et al,

Appual Bond.

Dec June 15th 1859

Chas J Honey
clerk

In the Supreme Court of Missouri, held at St. Louis.

October Term 1859.

Conrad I. Peeler. ap. } Appeal Jefferson Circuit Court.

vs } The Opinion of the Court delivered by
James Cardwell et als. res. } Cwing Judge.

From the facts proved in this case it is obvious that a question foreign to the issue involved, was submitted to the jury in the instruction given by the Court. The jury were instructed that if the plaintiff rented the field in controversy to George Peeler for the term of two years, and that the said George assigned his lease to the defendants or some of them without the consent in writing of the plaintiff then before the plaintiff can lawfully take possession thereof he must terminate the lease by giving ten days notice to quit possession and the plaintiff having failed to show that he gave notice as above they will find for the defendants.

The evidence shows that the land in controversy was leased by appellant for two years to one George Peeler and Don Cardwell, the latter of whom after the first crop was made sold his interest to his co-tenant Peeler, who sold the crop to Dover. Dover sold the stock field to appellant the Landlord who took possession and kept his stock therein until about the first of March, and while at work on the premises was forcibly ejected therefrom by the respondents.

It was also proved that the premises in question sometime during the latter part of year 1858 were sublet to the respondents or rather, the lease was assigned to them by Peeler, to which, it does not appear the Landlord assented.

As the case is presented to us by the record the only question for the consideration of the jury was whether, the appellant, plaintiff below, was in peaceable possession of the field & was ousted by force.

if so, he was entitled to recover without reference to the question submitted to the jury in the instruction of the Court. Whether there was an assignment of the lease or not to respondents, was immaterial. That would be important, as well as the question of notice in action by the Landlord against the assignee of the lease to recover possession upon the ground of an assignment or transfer of the tenants term, or interest, without the Landlord's assent. Act. Landlord & tenants Sec. 10 & 11. 2. R. S. 1012. It is conceded that in such case the Landlord could only regain the possession by a peaceable re-entry, or by suit after ten days notice to the subtenant or under tenant to quit.

In an action of forcible entry and detainer the right of entry or of possession, are questions not involved in the issue to be tried. It is evident that the statute on this subject means to compel restitution of the possession to the party forcibly ousted, without any reference whatever to such questions. It declares that no person shall enter upon or into any lands, tenements or other possessions and detain & hold the same, but when entry is given by law, and then only in a peaceable manner. The 16th section of the act which says that the Plaintiff may sustain the issue by proof that he was lawfully possessed of the premises and that, the defendant unlawfully entered, has received a construction which harmonizes with the tenor of the act, and the only one that would make effective, the remedy it gives. *Greist vs. Meyer* 24 Mo. Rep. 110. In that case the word lawfully was interpreted to mean nothing more than peaceably.

The instruction given was erroneous and the judgment will be reversed & the cause remanded.

The other judges concurring.

State of Missouri } G.

I William J. Glanville, Clerk of the Supreme Court of the State of Missouri at St. Louis, certify that the foregoing is a full, true & complete transcript of the opinion of said Supreme Court, filed in said cause at the October Term thereof 1859.

Given under my hand & the seal of said Court, at the City of St. Louis this 29th day of December 1859.

Wm. J. Glanville

Clerk

Conrad J. Peeler. 20.

no.

James Cardwell et als. vs.

Appeal from Jefferson Circuit Court.

Opinion of Supreme Court.

IN THE SUPREME COURT OF MISSOURI, HELD AT ST. LOUIS.

October Term, 1859.

Conrad S. Beeler	ap.	} Appeal from Jefferson Circuit Court.
James Cardwell vs.	res.	

Now at this day come again the parties aforesaid, by their respective Attorneys, and the Court here being now sufficiently advised of and concerning the premises, do consider and adjudge that the judgment aforesaid, in form aforesaid, by the said Circuit Court rendered, be reversed, annulled, and for naught held and esteemed, and that the said appellant be restored to all things which he has lost by reason of the said judgment. It is further considered and adjudged by the Court that the said cause be remanded to the said Circuit Court for further proceedings to be had therein in conformity with the opinion of this Court herein delivered, and that the said appellant recover against the said respondents his costs and charges herein expended, and have therefor execution.

STATE OF MISSOURI, } SCT.

I, WILLIAM S. GLANVILLE, Clerk of the Supreme Court of the State of Missouri, at St. Louis, certify that the foregoing is a full, true and complete transcript of the judgment of said Supreme Court, entered of record at the October Term thereof, 1859, in the above entitled cause.

Given under my hand and the Seal of said Court, at the City of Saint Louis, this twentieth day of December 1859.

Wm S. Glanville,

Clerk.

Jefferson

Thomas A. Becker

3,

James Cardwell 92,

Indigent Supreme Court,

Rev. Green,

2nd Jan'y 20th 1860

D. D. Honey

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To *Elmer Rogers Bonaparte Ober,*

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our *Sevcil* Court for the County aforesaid, on the *13th day of December 1860* 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 *Samuel S. Ober* is Plaintiff and *James Cardwell et al* Defendant on the part of *Dependants* and herein you are in no wise to fail.

Witness, ELIAS F. HONEY, Clerk of our said Court
with the Seal thereof hereto affixed, at office this

8th day of *Novr.* A. D. 18*60*

Elias F. Honey
Clerk.

I executed the within *Spra* in the County of
Jefferson on on Elisha Rodgers & Bonaparte
Dover by reading it to them on the 15th
day of November 1860

Oscar Dover Sheriff

To Concord Court

Decr. Term 1860

61 Decker

Jas. Underwell et al

for debt

Elisha Rodgers et al

Bon^t. Dover, N.H.

Sheriff fee \$1.00

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

TO *B. Over. Jefe. Beeler, No. Dunmore*
Man & Dixon

GREETING:

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 *13th day of December 1860* 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 *Leornard & Beeler is* Plaintiff and *James Wandwell et als* Defendant on the part of *Plaintiff* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court
with the Seal thereof hereto affixed, at office this

8th day of *Jan* A. D. 18*60*

Elias F. Honey
Clerk.

I executed the within Sp^{ce} in the County of
Jefferson on Bonce Dover, Thomas Dunsmore
Esse Beeler by reading it to them on the 4th
day of December 1860

Wm C Dixon not found within my County
Osceola Dover Sheriff

In Circuit Court
Dover Nov 1860

Samuel S Beeler

James Carverwell et al

for Peff

B. Dover MS

Esse. Beeler MS

Wm Dunsmore MS

W. C. Dixon

Sheriff fee \$1.75

Deposition of witness produced sworn and examined at the Court house in the Town of Osceola County of St. Clair & State of Missouri before me the undersigned Justice Notary Public for county & State aforesaid in a certain cause now pending in the Circuit Court of Jefferson County, and State Missouri between Conrad S Beeler plaintiff against James Cardwell Huffman Cardwell Dow Cardwell and Rubin Cardwell defendants. On the part of the Defendants,

Geo W Beeler of lawful age being sworn and examined on the part of the Defendants deposed and said, That Conrad Beeler agreed to let this affiant and Thomas Dunsmore have a piece of land known as Beeler's lower field in County of Jefferson & State Missouri for the term of two years, (for the years 1858 & 1859) provided this affiant and said Dunsmore would fence and clear a portion of said field, Dunsmore refused to accept the proposition, and the said Beeler then agreed to let this affiant and Dow Cardwell have said land on the same terms, which was accepted by said Dow Cardwell and this affiant

~~and further that~~ ^{This} ~~the~~ ^A affiant states that he and Dow Cardwell cultivated the said field the Year 1858, and this affiant bought Dow Cardwell's interest in said lease for 1859 and this affiant further states that he hired James & Huffman Cardwell to cultivate said field the second year it being the Year 1859. This affiant further states that he intended keeping said field until his lease expired.

This affiant had done all the work or nearly all that this affiant and Dow Cardwell agreed to do, (for said lease of 2 Years) on the premises, and then put James & Huffman Cardwell in possession of said field to cultivate the same for this affiant the Year 1859, as my agent or hired hands. This affiant was to give the said James & Huffman Cardwell one thousand bushels corn for working said field the year 1859, all the crop that was raised on the said field belonged to this affiant.

This affiant further states that he expected to make on said field ~~from the 1st crop~~ 15.00 bushels corn the second Year according to the turn out the first Year —

This affiant further states that he never abandoned said premises - but on the contrary, intended to keep the same until ~~his~~ lease expired at the time this affiant made the contract with James & Huffman Cardwell to cultivate said field for me, I was in possession of said field, and raised a crop on said field the Year 1858, and still had possession until the expiration of 1859. This affiant ~~intended~~ to have it cultivated for his own use for the Year 1859 and hired James & Huffman Cardwell to cultivate the same for this affiant for the Year 1859 and put them in possession of same, for the Year 1859, and further this affiant saith not

State of Missouri } J. W. Beeler
County of St. Clair }
Public for County of St. Clair & State Missouri do hereby certify that J. W. Beeler the deponent whose residence is St. Clair County State Missouri was by affirmed to testify the whole truth of his knowledge touching the matter in controversy in the cause aforesaid and that his deposition was reduced to writing and subscribed by him, in my presence on the 5th day November A D 1860

between the hours of 8 o'clock AM
and 6 o'clock P.M. of said day in
the County of St Clair & State Missouri

Witness my hand and
seal this 5th day
Nov 1860

Samuel P Hedges

Notary Public

Notary Public fee 75^{cts} paid by Deft^r
S. P. Hedges N. P.

Conrad S. Beeler, Plaintiff

Against

James Carrawell,

Huffman Carrawell

Dow Carrawell, and

Reuben Carrawell - Defendants,

In the Circuit Court
For the County of Jefferson
State of Missouri,

To Conrad S. Beeler, the above named
Plaintiff.

You are hereby notified
that depositions of witnesses, to be read
in evidence in the trial of the above
cause, on the part of the Defendants, will
be taken at the Court House in the County
of St. Clair and ^{of Osceola} ~~Trinity~~ in the State of Missouri,
on the ~~first~~ ^{fifth} day of November 1860
between the hours of eight o'clock in
the forenoon and ~~six~~ o'clock in the
afternoon, - 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, until completed.

Abner Green
Dec. 10th 1860, } Attorney for the
Defendants,

I executed the within notice in the County of
Jefferson State of Missouri on Conrad S
Beeler by delivering him a true copy of this
notice on the 20th day of October 1860

Richard ^{his} Shallen
mark

Subscribed and sworn to
before me this 20th day of
October 1860 C. V. Frost
Justice of the peace

Sherrill's Court
Jefferson County
Conrad S. Beeler
vs.
Jas. Lawrence D
Coffey
Notice to take
depositions
Received per hand James
Sherrill and opened &
filed by me Dec 11th 1860
Chas. Stacey
Clerk

Becker
vs
Candall et al } Appeal.

Now at this day comes said
Plaintiff & moves the Court to suppress the de-
positions taken by Defendants, in this cause
for the following reasons, viz:

1st Because the caption of the depositions
does not show when the same were taken.
2nd Because there is no certificate attached
to the deposition of the witnesses as the law
requires -

Jepkin Thomas,
Att'y for Plaintiff

Allen

Wt.

Cardwell et al

Prothon to suppress
separations —

Filed Dec 11 1860

Allen & Honey
Clerk

remitted

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

TO

David Deelen Sydney Dracell

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our *Vincennes* Court for the County aforesaid, on the

13th day of December 1860

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 *E. J. Deelen is*

Plaintiff and *Jas. Barclay et al*

Defendant on the

part of *Deelen*

and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court with the Seal thereof hereto affixed, at office this

13th

day of *decer*

A. D. 18*60*

Elias F. Honey

Clerk.

I executed the within writ in the
County of Jefferson on 18th day of Dec 1860
by reading the same in the Presence
and hearing, Sydney Terrell Daniel
Beall

J. C. Powers Dec
Sheriff

Beall

Beall
Cardwell et al

Beall

Beall 13

S. Terrell 13

Sheriff fees 28/100

Conrad S Beecher

15

James Cardwell

Be it remembered
that the plaintiff to sustain the issue
on his part offered the following evidence
Daniel ~~Daniel~~ Beeler a brother of plaintiff
being sworn stated that he was working
for plaintiff in 1857 On the first day of
March 1857 he went with his brother into
the field in question and commenced
to pile and burn some logs which had
been washed into the field preparatory
to ploughing The defendants came into
the field and asked plaintiff if he
did not want help He said he did not
~~and for so~~ ~~to leave~~ ~~into the field~~
plaintiff ~~to leave~~ ~~into the field~~
James Cordwell struck plaintiff James
Cordwell told him to get out of the field
Beeler and ~~one~~ ^{James one} of the defendants climbed
~~the~~ ~~and were down~~ Beeler hollered and
witness saw part ~~there~~ ^{there} ~~James Cordwell told~~
said well and ~~they~~ ^{they} ~~James Cordwell told~~
plaintiff ~~and~~ ^{to leave or he would get more} ~~they~~ ^{they} ~~left~~ ^{they} ~~never~~
saw Cordwell in ~~the field~~ ^{the field} till that
time. the field contained about twenty
acres and the rent was worth from
two to two dollars and half per acre by
the year. I was living with Beeler & had
agreed to crop with him that year and did crop
with him

Oscar Bauer proved that the field in question was situated on the land described in the Complaint.

on crop examination state that the Plaintiff had leased the field to George Beeler for two years from the 1st of March 1858. Did not know that the lease had been surrendered never heard that it had. ^{being} George Beeler had sold the crop of corn of 1858 to Bonaparte Dover. Dover had taken the corn and ^{had sold} ^{for eight dollars} the stock field to the Plaintiff, and Plaintiff had turned his stock in to eat out the corn stalks, he turned in the stock about Christmas. Don't know of the Plaintiff had any authority from George to take possession of the field, knew that the defendants had notified Plaintiff that ~~they intended to go to work in the field on the 1st day of March 1859,~~ and they notified him to take his stock off by ^{by 1st March, as they intended to go to work at the time} ~~that time~~. Plaintiff got witness to go with him on the day of the process - to help him clear off the logs. Some of the parties lived in the field two ^{1 Beeler and Dover} of the defendants lived within about two miles and Plaintiff lived within about a quarter of a mile. George Beeler and Dover had well took the lease from Plaintiff. ~~As~~ never heard Plaintiff say he was going then to get possession first. George Beeler had left this part of the state & was living in Crawford or St. Clair County. Left the place before and had never been back.

Bonaparte Dover testified that he bought the crop of corn, ^{& gathered it} ~~from~~ and sold the stock field to Plaintiff for eight dollars. Bought the corn of George Beeler in the price of fifty eight

Thos Dunsmore testified that he had heard Wm Cardwell say that he had sold his interest in the lease to George Beebe Plaintiff. Plaintiff then closed the testimony on his part and this was all that he offered.

Defendants then offered to read in ~~in connection with~~ evidence the deposition of George Beebe as follows. ^{have copy the same} to the reading of this the defendant objected and the court sustained the objection and refused to permit the ^{same} to be read to this ruling of the court the defendants objected and excepted (then excepted Baker deposition and the agreement above referred to) Defendant then introduced closed his case.

The court instructed the jury as follows: ^{have copy the same} The jury retired to consider their verdict and after some time came into court and reported that they could not agree and were thereupon sent back to their room to consider further of their verdict and after staying for some two or three hours again came into court and reported that they were unable to agree, and thereupon notwithstanding the objection of the defendant instructed the jury as follows:

^{have copy the same} The court instructed the jury as follows: ^{marked A} and they again retired and returned a verdict as follows: ^{have copy the same}

x And the defendant moved the court to instruct the jury in persons (have copy in exhibit marked 1, 2, 3) which the case is in fact to give and instruct of copies.

The defendant then moved the
court to set aside said verdict - and
the judgment thereon which motion
is as follows

Have copy the motion

And the court overruled said
motion and refused to grant a new
trial and the defendants excepted
to this ruling of the court and
prayed an appeal to the supreme
court and an affidavit and bond
having been filed as required by
law the appeal was granted

John H. Stone Clerk

Beeler

vs

Cardwell

Verdict of jury

~~was~~

Filed Dec 18th 1866

Clew & Hooney Clerk

C S Butler
against
D Cardwell & others

Defendant moves
the court to set aside the verdict
and judgment in this case and
grant a new trial for the following
reasons -

The verdict is against law

The court gave the jury illegal
instructions after they had twice
retired to consider ~~consider~~ their
verdict

The verdict is against the evidence

The court refused legal and competent
instructions moved by defendants.

Frysell & Green
for defendants

Becker

15

Easton

~~Prothonotary~~
for ~~deputations~~

~~over~~

Prothonotary for
a new tract

And Dec 15th 1860
Clem. H. H. H. H.

overruled

Court of Rules

against

Dow Cardwell and others

Know

all men by these presents that
we James Cardwell & Stephen Cardwell principals and Norman Foxen as security are here and jointly bound
to ~~that~~ ^{the Court of Rules} in the sum
of eight one hundred and sixty
four dollars for the payment of
which we bind ourselves ourselves
our heirs executors and administrators
Given under our hands and
seals this 15th day of December 1860

Whereas the above defendants have
prayed an appeal from the judgment
of the circuit court of Jefferson County
in the above entitled cause. Now
if the said appellants shall prosecute
their appeal with effect and without
delay to a decision in the supreme
Court and shall perform such judg-
ment as shall be given by the supreme
Court or such as the supreme Court
shall direct the circuit court to give
and if the judgment of such court or any
part thereof shall be affirmed they will
comply with and perform the same so
far as it may be affirmed and will pay
all damages and costs which may be awarded
against the appellant by the supreme
court then this bond to be void other-
wise to remain in full force

Jas. McLeardnell *Recd*
 J. H. Cardwell *Recd*
 Newman Daniels *Recd*
 Pleasant Manly *Recd*
Spec

James Cardwell Makes oath for himself
 and co-defendants, ^{and says} that the appeal in
 the above cause is not made for vexa-
 tion or delay but because the appel-
 lants believe they are aggrieved by
 the judgment of the court

James McLeardnell

Shown to before me
 Decr. 15th 1860

~~Elias J. Hooney Clerk~~

Baker

is
 Cardwell

Bond & Affiants

for appeal to Supreme Court

Filed Decr 18 '1860

Elias J. Hooney
 Clerk

In the Supreme Court held at St. Louis, of the State of Missouri,

October Term 1862
Friday October 31st 1862

Conrad S. Peeler Respondent
vs
James Cardwell, Huffmann
Cardwell, Dow Cardwell
& Reuben Cardwell
Appellants

Appeal from Jefferson
Circuit Court

Now again come the parties aforesaid, by their respective attorneys, and the Court being now sufficiently advised of and concerning the premises, doth consider and adjudge that the judgment rendered herein by the said Jefferson Circuit Court be in all things affirmed and stand in full force and effect, and that the said Respondent recover of the said Appellants his costs and charges herein expended, and have execution therefor. Opinion filed.

STATE OF MISSOURI, SS.

I, ANDREW W. MEAD, Clerk of the Supreme Court, held at St. Louis, of the State of Missouri, certify that the above and foregoing is a full, true and complete copy of the judgment rendered in the above entitled cause, as fully as the same remains of record in my office.

In Testimony Whereof, I have herunto set my hand and affixed the seal of said Court, at office in the City of St. Louis, this 5th day of November A. D. eighteen hundred and Sixty two

Andrew W. Mead Clerk.

Supreme Court of Missouri.

Decker vs. Candwell

MANDATE.

Judgment *Jeff. M. Lewis*
Affirmed.

Filed Nov. 10th 1862
Wm. J. Horsey
Clerk

Money due \$7.54

The Court instructs the Jury, that if they find that the
Alaunt's was peaceably in the possession of the field at
the time of the alleged taking of the Defendants' horses
the Defendants are guilty, even although the Jury may
believe that the Defendants have the preferable right
to have the possession.

of the duty paid for the Plaintiff's share the true measure
of her recovery will be the value of the part of the
land for the time it was cultivated & received
by the Defendant

Beeler

b.

1 - In order to constitute possession in
 George Beeler, for whom the Defendant
 contracted to work the land, it
 was not necessary that he or they, should

... Referred

claim on the land, or keep agents or servants there, - but, any act done by George or in reference to the premises, indicating an intention to hold the premises as his own, or to himself, was sufficient to give him the actual possession.

2 - Whether the contract of George Beeler with the
 Defendant, being them to work the premises, ^{for him,} amounted
 to assignment of George's interest in the premises or
 not,

of the day find that the Plaintiff intends the feeble is Contravening
to George Weeks for the term of two years. And that after the
Expiration of the first term the said George assigned his lease
to the Defendants or some of them without the consent or writing
of the Plaintiff, then before the Plaintiff can lawfully take
possession of the premises he must ascertain the land by giving
ten days previous notice to quit the possession, And the
Plaintiff having failed to prove that he gave the notice
as above, they will find a verdict for the Defendants

Mr. Loh the young friend from the condenser
that George Becker assigned the leave to the
Candwell with the spirit of Howard Becker
in writing. Then the Candwells could again
go with to the jail in Canterbury under the
leave to George Becker.

Refused

The Court instructed the jury that if
they find from the evidence that the
said Miss Phoebe had been in
the field in conversation with
defendants with her that then and
they will find for the

That if the jury find necessary
of the field by saying the stockpiled at
the Bull or his assignee then the
defendants were having the
murderer cannot wait for the
the the the will find for the

of the young birds from the carcases that were
-and Belden ~~had~~^{put} the stock from them
and had his cattle in the fields and they
on the birds of which he had a flock in
said fields and the defendants came in
and drove him and they will give a
verdict for the plaintiffs

1

Refused

If the jury find from the evidence that Leonard & Butler the plaintiff leased the field in question for two years from the first of March 1858 and the lease had not been surrendered on the first day of March 1859 then the law considers the lease ~~as~~ in possession of said field on that day and they lease or his agents have the right to hold the possession against the lessee and to use all necessary force to expel him if he attempts to take possession against their consent.

2

Refused

That if the plaintiff got the privilege of using the stock field from Dover who had purchased the crop of 1858 his right under that privilege does not justify him in holding the possession for the purpose of making a crop and the defendants having the right to use the field for that purpose are justified in resisting the plaintiff in preparing to make a crop in said field.

Decker

my

Danforth

Heights, Wahpeton

Minnesota

Beeler

17
Caddwell,

The jury in this case are instructed that if they find from the evidence that Couvato Beeler leased the ~~land~~ ⁱⁿ ~~one~~ ^{the} field in controversy to George Beeler and Caddwell for two years ending on the first of March 1860 and that the said George Beeler and Caddwell had not renounced the lease and delivered back the possession of the field to Couvato Beeler they will find for the defendants.

The defendants are not bound to complete the fence before the end of the lease, and the fact that the fence was not completed before the first of March 1859 gave Couvato Beeler no right to take possession.

Altho' the Jury find the dependant
not guilty in manner and form
is charged in the complaint

George D. Hamble
Prosecutor

We the Jury find the defendants
guilty in manner and form aforesaid,
in the complaint, and do further find,
that the complainant has sustained
damages by reason of the premises to
the value of One dollar, and also
that the value of the {freel} 20 acres
is worth \$25.00 in case, and assess the
damage at 411¢

L. H. Hutton foreman