

DeForsen County Circuit Court

Case #10 - Civil

December 1859, #53

Box

12

Folio,

3

Heis, Casper

vs

Hiney, Bazil

Debt, on account

Debt \$300 for refund on sale of land,  
labor, and improvements on land

Bazil Hiney

To Casper Heis Dr,  
To Balance, for money paid  
on Contract which you  
were bound to refund \$ 150.00  
" 5 Months labor at \$15 pr. mo, 75.00  
" Clearing 4 Acres New ground, at \$7 - 28.00  
" Making 3400 new rails at \$1. pr 100, 24.00  
" Making fence round 10 acres - 23.00  
\$ 300.00

Casper Heis, Plaintiff, makes oath  
and the above Account he believes to be  
just and true,

Lorenzo Lynds:

I sworn to and Subscribed  
before me, Nov. 15th 1859

Eleas J. Hooney Clerk

Carper Mass

vs,

George Henry

Deot,

\$300,00

Filed Jan 15th 1879

Geo S. Henry

Clerk

Casper Heis, - Plaintiff } In the Circuit  
Against } Court of Jefferson  
Bazil Winney, - defendant } County,

Plaintiff states that on the 10th of February 1857, he and one Sebastian Wiltz made a verbal contract with the Defendant for the purchase of a tract of Land of about 160 acres, situate in Jefferson County Missouri, for the sum of \$1300.<sup>00</sup>, two hundred of which was to be paid in cash \$400.<sup>00</sup>, in November 1857, and \$600.<sup>00</sup>, in March 1858, and Defendant agreed that if the interest was punctually paid he would give further time, - That, at the time of making the contract, Plaintiff paid the Defendant two hundred dollars in cash on the contract, and took his Receipt for the same, - and the Defendant gave the Plaintiff the possession of said Land soon after making said contract, and he raised a crop thereon in the year 1857, all of which the Defendant received in payment of the interest due on said first instalment and the next year the defendant received one third of the crop raised on said Land by plaintiff in full of the interest then due on said several instalments, Soon after said contract was made said Sebastian Wiltz gave up all his interest in said Land & the contract for the same, to plaintiff, in payment in part of a debt he then owed plaintiff Afterwards, about the first of March 1859, Defendant and Plaintiff by agreement

rescinded the Contract for the sale of said Land, and Defendant took possession of the same, agreeing to pay back to plaintiff all he had received on said Contract, Defendant afterwards paid to plaintiff \$30, <sup>00</sup>, part of the \$300, <sup>00</sup>, he had received on said Contract, but refuses to pay plaintiff the balance of ~~one~~ hundred and fifty dollars, - and for which sum plaintiff asks Judgment.

Plaintiff further states that Defendant owes him seventy five dollars, <sup>five months</sup> for work and labor done and performed by the Plaintiff for Defendant, at his request, in the year 1858, and for which he asks Judgment.

Plaintiff further states that during the time he held possession of said Land he made valuable improvements thereon, by clearing about four acres of new ground and by making about 2400, new rails, and resetting the fence around about ten acres of ground, of the value of \$75, <sup>00</sup>, and for which plaintiff asks Judgment. A Bill of particulars is herewith filed, showing a balance due plaintiff in all, of three hundred dollars, and for which with interest Plaintiff asks Judgment.

} Abner Green,  
Attorney for Plaintiff,

Casper Heis, Plaintiff, makes oath and says the above petition, and the matters as stated he believes to be true,

Sworn to and subscribed  
before me Nov. 15th 1854  
Elias & H only clerk

Samuel Smith

1 copy put  
1 copy stand  
2 aff'd -  
except  
will keep

In Circuit Court  
Jefferson County

Leapher Weir

vs.

George Henry

Plaintiff

in Civil Action

Settlements same

Al. Green

for help

Filed Jan 15th 1859  
Oliver D. Honey, clerk

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

To the Sheriff of the County of Jefferson--Greeting:

We command you, that you summon *Basil Hiney*

if - he - be found in your County, that - he -  
be and appear before the Hon. Judge of our Circuit Court, on the  
first day of the next term thereof, to be begun and held at the town of  
*Hillsboro* within and for the County of Jefferson, on the second  
Monday after the fourth Monday of November  
next, then and there to answer unto *Caspar Heis*

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

Witness, **ELIAS F. HONEY**, Clerk of our said Circuit  
Court, with the seal thereof hereto affixed, at office  
in *Hillsboro*, this *Sixteenth*  
day of *November* A. D. 1859

*Elias F. Honey*

Clerk Circuit Court.

I executed the within writ in the County of Jefferson  
State of Missouri on Bazil Hiny by Delivering him  
A copy of this writ and annexed petition as furnished  
me by the clerk on the 21<sup>st</sup> day of November AD 1859  
Oscar Gover Sheriff

No. 53

20 Jefferson Circuit Court

December Term 1859

1745

Barthas Weiss

vs. Defendant

Bazil Hiny

Sheriff fee \$1.00

Chd

Filed for 29th 1859

Chas. D. Hony

Recorder

Dismissed by Plaintiff

Decr.

Casper Heis }  
against } In the Circuit Court of  
Basil Heisey } Jefferson County Missouri

Defendant answers to plaintiffs  
petition for the following reasons.

That the petition does not state facts  
sufficient to constitute a cause of action in this

1<sup>st</sup> That a verbal contract for lands is not a  
contract and consequently, could not be rescinded

2<sup>nd</sup> A promise to pay money on a promised verbal  
contract does not constitute a ground of action  
unless said promise is in writing as is alleged  
in the petition.

3<sup>rd</sup> Plaintiff has no power to sue on an assignment  
which is not in writing

4<sup>th</sup> That plaintiff cannot join a promise to  
pay money in the rescinding of a contract for  
the sale of land ~~with~~ also sue for <sup>labor done</sup> improvements  
on the same land while said contract was alleged  
to be in force

Lance Heisey atty  
for defendant

Wesley H. W. is  
my unit

Baril H. W. is

Baril H. W. is

Filed June 12th 1860

Edw. H. W. is

~~Wesley H. W. is~~  
H. W. is  
H. W. is

Casper Heis, - plaintiff } In the Circuit  
Against } Court Jefferson  
Basil Heiney, - defendant } County Missouri

I, Henry H. Meier, a resident of Jefferson County Missouri, do hereby bind myself to pay all costs which have accrued in the above entitled Cause, or which may accrue therein, and be adjudged against the Plaintiff.

Witness my signature this 4<sup>th</sup> day of June 1860.

Witness,  
Abner Green,

H Meier

In Circuit Court

Jefferson County

Leahen Hens

vs  
Basil Honey

decedent for

costs

Filed June 14th 1860

Chas. D. Honey

at