

Jefferson County Circuit Court
Case file - Civil

Box

13 Folder 13

December 1862

Bailey, Henry, Jr., exec.

Lee, Samuel J. W.

VS

Ashtori, John T

Brickey, J. C.

Debt, Note

Debt \$352.60

#352 to one day after date
me or either of us Promise
to Pay Henry Bailey & Executors
of the Estate of Saml. M. Lee
the sum of Three Hundred
and Fifty Two Dollars and
Sixty cents for Value Received
With Ten Per Cent Interest
from date untill Paid
this 1st day of April 1862

John T. Ashton
J. C. Briesley

Henry Bailey Jr Exr
of the estate of Saml
J N Lee

John T Ashton
J. C. Brinkley

In the Circuit Court
of Jefferson County

Plaintiff states that the defendants
by their promissory note bearing date
Antea April 1st 1862. promised
one day after date to pay plaintiff
three hundred and fifty two dollars
sixty cents for value received which
with the interest thereon is three
due plaintiff and for which
they ask judgment

Henry Bailey

Henry Bailey makes oath and says
that the foregoing petition and
the matters therein are true and
believe to be true Henry Bailey Jr
 sworn to before me
Oct. 6th 1862

E J Honeywell

Henry Bailey &
Care Saml J. Mee

20

Mr Whiters

J. K. Buckney

Md of Oct. 6th 1862
Oliver J. Hooley

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

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

We command you, that you summon *John T Ashton*
J. C. Brickey

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 *Henry Bailey Jr*
Exec of Lane & Co

upon *his* 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 *6th*
day of *Oct* A. D. 18*62*

Elias F Honey
Clerk Circuit Court.

To Jefferson Co. Court
Deer, Dec 1862

2431

Henry Bailey Jr. Exor
of J. H. M. Lee decd
vs. J. Summons
John J. Ashton

Sherriff fee \$1.00

Furnished by J. H. M.
April 1863 book 10
H page

I Executed the Within writ in the
County of Jefferson State of Missouri on
the 6th day of October 1862 by Reading
the same in the presents and hearing
of John J. Ashton and also by
~~the~~ Reading the Within a next portion
as furnished to me by the Clerk
in his presents and hearing
Jas C Lawdheriff

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To

James Waggner

GREETING :

You are **Hereby Commanded**, That setting aside all

24th day of January

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 *Henry Bailey et al of Justice vs* Plaintiff and *John D. Ashton* is Defendant on the part of *defendant* 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

19th day of *January* A.D. 1863

E F Honey

Clerk.

TO JEFFERSON CIRCUIT COURT.

Jury Term, 1863

Henry Bailey Jr
Ex of J. W. Lee

Adm'd on the 19th Jan
1863 by reading the
same in the hearing
of the within named
James H. Rogers
J. H. Rogers
seen & before me
Jan 21st 1863
J. H. Rogers

Henry Bailey Et al
 Estate of J. W. Lee
 vs
 John T. Ashton

The defendant states on oath that he has used due diligence to be ready for trial at this term of the Court, that he has caused a Subpoena to be duly served upon a witness but that said witness is not in attendance and defendant can not safely proceed to trial in this case for the want of said witness that he is a material witness and defendant believes that he can establish a good defence by the evidence of said witness, that he knows of no other witnesses by whom he can prove the same facts and of an adjournment be allowed, he believes that he can procure the attendance of said witness in time to be used upon the trial, that this application is not made for vexation or delay but in sincerity & truth for the purpose of obtaining the evidence aforesaid

Subscribed & sworn to
 before me this 31 day
 of January 1863

Chas J. Worrey Clerk

John T. Ashton

Bach

3

Ashton

Off. for conf.

Sailed Jan'y 21st 1863

Clear only

Clear

Henry Bailey Executor
of the Last will of Samuel
J W Lee Plaintiff

vs
John T Ashton Defendant

In the Circuit
Court of Jefferson County
Missouri

The defendant answering says that the promissory note on which said is founded, was given by defendant to plaintiff for two hundred acres of land which plaintiff sold at public auction at the Court house door in St. Louis on at the April Term of the County Court of Jefferson County Mo. ¹⁸⁶¹ sold under order of said County Court for payment of the debts of the Estate of Samuel J W Lee, that when plaintiff sold the tract of land to defendant he sold two hundred acres not by metes and bounds of any survey but as follows ^{viz} "two hundred acres of land lying in the South part of Island No Seven in the Mississippi River in Sections four, five, Eight and nine, in Township 39. of Range No Seven East & Situate in Jefferson County Missouri." Defendant charges that this land was represented ^{by the plat} as the full as containing two hundred acres of land. that defendant believing that it contained two hundred acres of land bid ^{the land off for} the sum of \$745 for the same. that the defendant paid plaintiff accor-

ing to the terms of his sale, ~~one third of the said~~ ^{one third of the said} sum of \$745⁰⁰ down and gave to plaintiff his promissory note for the balance, which is the note sued on in this cause, & since paid all of balance except \$352.60 the amt sued on.

Defendant states positively that the plaintiff at the sale of said land sold two hundred acres to defendant, ~~note~~ without any qualifications as to the land containing more or less and without description of boundaries and without any numbers of survey as laid down by the United States surveys or without any private surveys.

Defendant states that the said Samuel J. W. Lee did not own two hundred acres of land on Island No Seven in Sections four, five, Eight & Nine in Township 39 of Range Seven East but states that the tract of land sold by plaintiff to defendant at the April Term of the County Court 1861. on said Island contains only one hundred and seventy three acres. In consequence of which, the consideration of the note sued on has failed in the sum of \$101.92¹⁰⁰ the balance of which note & interest thereon ^{remaining unpaid} defendant offered to pay plaintiff but he refused to receive the same and which balance & interest and costs defendant here brings into Court and treads to plaintiff. Defendant prays Judgment

and to be dismissed from the suit and
for all further orders as may be proper
of At Real City
for Defendant

John T. Ashton makes oath & says that
the foregoing answer & the matters therein
stated, he believes to be true

Subscribed & sworn
to before me this
12th day of January
1863.
Elias J. Honeycutt

John T. Ashton

Henry Bailey Esq

no

For Dr Hudson

Answer

Dec 13th 1863

Wm J. Hooley
Clerk