

Jefferson County Circuit Court
Case File - Civil

Box 16 Folder 80

November 1865, #54

Wiley, Stewart S.
vs

Pounds, Newman

Ejectment

139 acres in S5T40R3E;

\$150 damages

Stewart S. Wiley, Plaintiff
Against
Newman Pounds, Defendant }

In the Jefferson Circuit
Court. for Term 1865.

Plaintiff states that on the 1st day of July 1865 he was entitled to the possession of the following described real estate situated in Jefferson County Missouri to wit: Lot No 2 of the N E 1/4 & S 1/2 of the N 1/2 of the N E 1/4 Sec. 5 Town. 40. Range 3. E. containing $139 \frac{25}{100}$ acres: and being so entitled to the possession thereof that the Defendant afterwards to wit on the 2nd day of July 1865, entered into such premises and unlawfully withheld from the Plaintiff the possession thereof to his damage in the sum of one hundred and fifty dollars. He further avers that the monthly value of the rents and profits of the premises is ten dollars. Wherefore he demands judgment for the recovery of the premises and one hundred and fifty dollars damages for the unlawfully withholding of the same from Plaintiff and ten dollars for the monthly rents and profits from the rendition of judgment until the possession of the premises is delivered to Plaintiff, and for other proper relief.

John L. Thomas Atty for Plaintiff

Stewart S. Wiley makes oath says that he believes
the above petition and the matters therein
stated are true.

Sworn to & subscribed
before me Sept 19th
1865.

Samuel A. Repp
Clerk

S. S. Wiley

J. J. Wiley - 28th

or

W. Saunders, Esq.

Piechnent

Original Edition.

450 Paichy 28th

Wheat 28th 19-1865

Samuel A. W. 28th
Wheat

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

The State of Missouri

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

We command you, that you summon *Newman Pounds*

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

Stewart S. Wiley

upon *his* original petition, a copy whereof is hereunto annexed and ac-
companies this writ, and have you then there this writ.

Saml. A. Reppy
Witness, ELIAS F. HONEY, Clerk of our said Circuit

Court, with the seal thereof hereunto affixed, at office
in Hillsboro, this: *Nineteen th*
day of *September* A. D. 18*65*

Saml. A. Reppy
Clerk Circuit Court.



I executed the within writ at the County
of Jefferson State of Missouri on Newman
Pounds the within defendant by leaving a true
copy at his usual place of abode with a white
person a member of his family over the age
of fifteen years of age a copy of said writ
and released petition as furnished me by the
Clerk

C. C. Fletcher
Sheriff

5 Nov. 54
1994

TO JEFFERSON CIRCUIT COURT

November Term, 1865

Stewart D. Wiley

vs
J. D. Summons

Newman Pounds

19 Sept

Fletcher Sheriff 1865



Stewart S. Wilby } In the Circuit Court
vs } Jefferson County -
Newman Pomeroy }

Defendant for answer to the petition
of plaintiff in this behalf filed says
that he denies that plaintiff
is the legal owner of the Real
Estate in said petition mentioned
and denies that said plaintiff
was entitled to the possession
of said Real Estate on the 1st
of July 1865 or at any other time or
that he is now entitled to the possession
thereof & denies that plaintiff
is entitled to recover from said
Defendant the sum of \$150.
as damages for the detention of
the possession of said Real
Estate from plaintiff by Defendant
or any sum whatever or
that plaintiff is entitled to the
sum of ten dollars as damages
further says that not -

Joseph Williams
for Defendant

Ed. Miller

A. Dean do

Ans of 22 June and

Filed April 19th 1866
Samuel A. Deady Clerk

Stewart S. Wiley } In the Circuit Court
vs } Jefferson County - Mo.
Newman Pound } May Term 1866

Defendant for amended answer says that it is not true as alleged in the petition of the Plaintiff that Plaintiff is the legal owner of the Real Estate in said petition mentioned or that he was entitled to the possession thereof at the time mentioned or at any other time or that Plaintiff is Damaged in the amount of Dollars for the detention of said premises by Defendant or that the Plaintiff is entitled to recover the sum of Dollars for rents & profits of said premises or any sum whatever.

~~Plaintiff~~ Defendant for further says by way of answer that on or about the Tenth day of September 1857 he became indebted to Plaintiff in the sum of eight hundred Dollars & being the owner of the Real Estate mentioned in Plaintiff's petition mentioned executed & delivered to Plaintiff a mortgage signed by himself upon said Land in which Defendant's wife did not join to secure the payment of said sum with interest at

from date & due two years after date
Ten per cent, that said sum having
become due the Plaintiff commenced
suit in the Circuit Court ^{of Jefferson County Missouri} & obtained
judgment of Foreclosure of said mortgage
at the May Term of said Court for
the year 1862 and afterwards caused
an Execution to issue for the sale of said
Real Estate returnable to the next Term
of said Court. To wit: the May Term for the
year 1865. That after said Execution
was issued the Plaintiff saw Defendant
and with a view of inducing Defendant
not to raise the money to pay off said debt
& of lulling Defendant into security in the
belief that said Land would not be sold
told him that if Defendant would pay to
him on or before the day for the sale of the
Land four hundred Dollars that he would
have the Execution returned & give him
six months longer to pay the balance, that
at the time Plaintiff made this promise,
he had no intention of keeping it in good faith
with Defendant but made it with a view
to deceive Defendant and induce him not to
raise the amount of said debt & pay it
off so that on the day of sale he might
have said Land sold & buy it in himself
at an under value & put it out of the

Power of Defendant to redeem the same.
Defendant avers that ^{the Land was advertised for} on the day of sale he
went to the County seat & proposed to pay
to the Plaintiff the amount of money agreed
on to be paid & desired the Plaintiff to
postpone said sale but the Plaintiff refused
to take the same on such conditions that he
finally proposed to pay to Plaintiff Two
hundred Dollars to be credited on said in-
debtedness and to give him one hundred &
Twenty five Dollars in the place of more
possession of which he proposed then &
there to give to Plaintiff & which was not
to go as a credit on said indebtedness but
as a consideration that the Plaintiff would
not cause said Land to be sold but the
Plaintiff refused to accept the same that
there were but few persons present and
the terms of the proposed sale being cash the
Plaintiff well and Defendant each well
knew that there was no person present who
had a sufficient amount of money to buy said
Land unless it went at a great sacrifice
and that the Plaintiff seeing a good
opportunity to possess himself of said Land
as he supposed at a price near what
he the Plaintiff was at the time informed
would be bid on said and being determined
to have it proposed to Defendant that if he

Defendant would make Plaintiff a deed
to said Land without a sale under the
Execution that he would allow Defendant
the amount of said debt & pay him enough
money to make ^{it} up to sixteen hundred dollars
that the Defendant seeing that Plaintiff
was ~~determined~~ determined have a deed for
said Land & that it would be sold under
said Execution and sacrificed agreed under
Protest to ^{and} make Plaintiff a deed at the
price aforesaid that said deed was
not his voluntary act but was made
under compulsion to prevent a sacrifice
of his farm which would have left a
debt in the unpaid balance of the aforesaid
indebtedness still hanging over him
that soon after said sale he offered to
pay to Plaintiff the full amount of the
debt ~~aforesaid~~ secured by said mortg-
age and the amount of money which
the Plaintiff paid him on the 19th day
of May 1865 when Defendant execu-
ted to Plaintiff the deed aforesaid to
make the amount with said judgment
up to sixteen hundred dollars with all
interest on said sum at Ten per cent.,
but the Plaintiff refused to accept it
for the reason that he was resolved to

Keep said Land, that at the time
Defendant Executed the Deed aforesaid
said Real Estate was worth ~~Twenty~~ ^{Thirty}
five hundred Dollars, that Defendant
is ready willing & able to pay to Plaintiff
the full amount of the Debt due by
said Mortgage together with the amount
paid him by Plaintiff on the day of
Executing the Deed aforesaid to him with
all interest thereon at the rate of Ten
per cent, which is here in New Court
Tendered, and in consideration of the
premises prays the Court to order
and decree that the Deed from him
to Plaintiff be set aside & vacated and
that Plaintiff may be required to receive
the amount of money due him and
that the mortgage & judgment of forecl-
osure be entered satisfied & for
such other orders & Decrees as
may be just Equitable

Newcomb & Williams
for Defendant

Newman Pounds says that the foregoing
answer is true to the best of his knowledge &
belief

Newman Pounds
Sworn to and subscribed before me May 15th 1866

James S. Williams Justice of the Peace

J. S. Milled

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Between Bonds

Considered Answer
Filed by leave of
Court

Filed May 16th 1866.
Term. At 10 o'clock

COUNTY OF JEFFERSON.

The State of Missouri,

To William Mackey James Williams John Evans and James M. Smith

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 7th day of November 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

D. J. Wiley is

Plaintiff, and

Stewart Bonds is

Defendant on the part of

Defendant

and herein you are in no wise to fail.

WITNESS, SAM'L A. REPPY, Clerk of our said Court,

with the seal thereof hereto affixed, at office, this

28th day of Sept A. D. 1866

Samuel A. Reppy Clerk.

S U B P E N A.

TO

Jefferson Circuit Court

..... November Term, 1866.

S. S. Wiley

^{his} Newnan Pounds

For Defendant

William McKay, +

James S. Williams, +

John Evans & X

James M. Pounds +

John Williams Dep't

Sheriff fee 2.00

I executed the within in Jefferson County Missouri
on the 29th day of October 1866 By Reading
the name to said Mc Kee James S Williams
John Evans and James M. Pounds
I & the other Sheriffs
By John Williams Dep't

COUNTY OF JEFFERSON,

The State of Missouri,

To *Stephenounds, John Murrell, John Lewis*
and Madison Graham

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 *21st* day of *November* *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 *W. D. Wiley* is

Plaintiff, and

Stephenounds
Defendant

and herein you are in no wise to fail.

WITNESS, SAM'L A. REPPY, Clerk of our said Court,

with the seal thereof hereto affixed, at office, this

28th day of *Sept* A. D. 186 *6*

Samuel A. Reppy Clerk.

SUBPENA.

TO

Jefferson Circuit Court

November.....Term, 1864

S.S. Wiley

vs
Newman Pounds

For Defendants

Stephen Pounds x

John Murrell x

John Lewis x

Madison Graham x

John Williams Dep

Sheriff fee \$2.00

Executed the within in Jefferson County
Missouri on the 23rd day of October 1864 by Beas-
ing the same to Stephen Pounds, John Murrell,
John Lewis and Madison Graham
C. C. Stetson Sheriff
By John Williams Dep

Stewart S. Wiley, - plaintiff } In the Circuit Court
Against } of Jefferson County
Newman Pomas, - defendant } Missouri

Newman Pomas, the above named defendant, being duly sworn, on his oath states, that he cannot safely go to trial in the above entitled cause, at this Term of Court for the want of the testimony of John Murrell, Stephen Pomas, and others, who have been duly subpoenaed to attend this Court, and who he believes to be very material witnesses for him in establishing his defence to the above cause, - That said witnesses are not absent by the consent, connivance or procurement of this Defendant, - That the testimony of said witnesses he believes to be ^{very} material to him in ^{establishing his defence} to the above cause, - That no other witness is in attendance, or within the reach of the ~~process~~ of the Court, upon whose testimony he can safely rely to prove the particular facts that such absent witnesses are expected to prove, - That Defendant cannot safely go to trial, without the testimony of such absent witnesses, - That Defendant has had said Witnesses duly served with subpoenas to attend this Term of Court, Defendant further states that although he has used every diligence in trying to get ready for trial at this Term of Court, he has since the commencement of this Term discovered ~~new~~ ^{before} and material testimony that he was not ^{before} aware of, and which he believes will be very material to him

in establishing his defence on the trial of the above
cause; - that the witnesses to prove such newly
discovered testimony are not in attendance of
the Court, and that they cannot be procured at
this Term of Court, That such witnesses are not
absent by the Consent, Connivance, or Procurement
of the Defendant, - That Defendant believe, that,
if a Continuance be granted to him, he will be
able to procure the testimony and attendance
of the witnesses aforesaid, in time to be used
in the trial of said Cause at the next Term
of this Court, - That this application for a Con-
tinuance is not made for the purpose of vex-
ation or delay, but for the purposes aforesaid,
to enable the Defendant to procure material
testimony in establishing his defence as
aforesaid.

Sworn to and Subscribed be-
fore me, this 15th day of
November AD 1866.

Samuel A. Rappaport

Samuel Parrish

A. D. Miller

12

Henryman Bonds

aff for bond,

Fried Nov 12th 1866

Saml A. De la Pa

De la

COUNTY OF JEFFERSON.

The State of Missouri,

To James S. Williams John Evans

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 twelfth day of May 1867 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 Stewart Wiley

Plaintiff, and Norman Bonds

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 affixed, at office, this 7th day of May A. D. 1867.

Elias F. Honey Clerk.

SUBPŒNA.

TO

Jefferson Circuit Court

May ... TERM, 1867

Stewart Wiley
vs
Newman Pounds

for debt-

James S Williams
John Evans

COUNTY OF JEFFERSON.

The State of Missouri,

To *John Howell Property James M. Smith*
James Evans

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 *9th day of May* *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 *Shewell Miley*

Plaintiff, and *Shewell Miley*

Defendant, on the part of *deft* 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 day of A. D. 186*7*

Elias F. Honey Clerk.
York.

SUBPŒNA.

TO

Jefferson Circuit Court

May TERM, 1867

Stewart Wiley
vs
Newman Pounds

for debt
John Munnell
Wm McKay
Jas M Pounds
Jas Evans