

Defferson County Circuit Court
Case File - Civil

Box

16 Folder 83

November 1865, #28

Williams, Joseph J.

vs

Hunt, Isaac

Hunt, John

Ejectment

40 acres in S36 + 43 125E;

\$100 damages

Joseph J. Williams

Plaintiff

Isaac Hunt &
John Hunt

Defendants

In the Circuit Court of
Jefferson County Mo.
November Term 1868

Plaintiff says that he is the legal owner of the following Real Estate Situate in Jefferson County Missouri, to wit, the South part of the East half & half of the West half of the North West quarter of Section Thirty Six Township Forty Three Range Five East Containing forty acres & being such owner was on the 9th day of October 1868 entitled to the possession thereof and being so entitled to the possession of said premises the Defendants on said 9th day of October 1868 entered into & took possession of said premises and now unlawfully withhold from Plaintiff the possession thereof to his Damage in the Sum of Dollars -

Plaintiff further says that the monthly rents & profits of said premises are reasonably worth Dollars per month, Plaintiff therefore prays judgment for the possession of said premises, for Dollars Damages & for the value of the monthly rents & profits from the 9th of October 1868 to the rendition of judgment.

Joseph J. Williams

Joseph J. Williams on oath says he believes
the foregoing petition is True
Joseph Williams

Sworn to & Subscribed }
before me October 24th 1865. }
Samuel A. Reppy Clk }

Geo. J. Williams

as
Geo. J. Williams

This is an action in
specimens
(original)

Checklist procedure
Geo. J. Williams

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 *Isaac Hunt and John Hunt*

if they be found in your County, that they 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 *Joseph J. Williams*

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

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

Court, with the seal thereof hereunto affixed, at office

Hillsboro, this *Twenty Fifth*

of October A. D. 1865

Samuel A. Reppy
Clerk Circuit Court.

I executed the within writ at the County of
Jefferson State of Missouri on Isaac Hunt
~~for Hunt~~ the within named defendant ~~by~~
40 of Oct 1865
giving them a copy of said writ and the annexed
as furnish me by the Clerk and I also further
executed this writ at the County of Jefferson State of
Missouri on John Hunt the within named defendant
on the 24 day of Oct 1865 - by giving him a copy of
said writ annexed petition as furnish me by the Clerk
C. C. Fletcher Sheriff
By Jno Williams Dph

28
2602
TO JEFFERSON CIRCUIT COURT

November 2nd, 1865

Joseph J. Williams
vs J. Edmund

Isaac Hunt &
John Hunt

25602

W. C. Fletcher
The next fees 300

Settlements of said Estate and paying
for judgment against said Johnston
and his Securities on said Bond,
that process was issued upon said
petition & placed in the hands of the
Sheriff of said County on the on the
22nd day of September 1858 Returnable
to the October Term of the Circuit Court
for the Year 1858. That the Sheriff
read said petition and writ to said ~~Isaac~~
Isaac Hunt on the 30th day of September
1858, that said service was not acc-
ording to Law in such Cases & was clea-
rly and utterly void and in fact & in
Law amounted to no service whatever
that no process or notice of the said suit
was ever at any time served on said
Isaac Hunt except as aforesaid and
that said Isaac Hunt never at any
time filed any answer or Demurer or
other pleading to said petition or paid
any attention whatever to said suit and
although said Isaac Hunt failed to
appear and plead to said petition at
the October Term of the Court 1858 and
at every succeeding ^{term} up to the ^{thereafter} December
Term 1860 no Default was ever

entered against him and said Court at
the said December Term 1860 rendered
Final judgment against said Isaac
Hunt together with the other Defendants
without any pleading having been filed by ^{him} in said Cause for the sum of \$278. ⁰⁰
That after the commencement of said suit
before the rendition of judgment said B.
Johnston departed this life and one L. K.
Waters became his administrator and
that said judgment at the December Term
1860 was rendered against said Waters
as such administrator together with
the other parties as aforesaid, That after
the rendition of said judgment an Execution
was issued by the Clerk and placed in
the hands of the Sheriff purporting to
be upon said judgment but which did
not conform to said judgment in this that
it was issued against Benjamin Johnston
Isaac Hunt & A. M. for the sum of money
aforesaid instead of reciting the names of
the parties Defendant in said judgment
and when in fact said B Johnston was dead
and ^{no} Execution could legally issue against
him, That the Sheriff levied said
Execution on or about the day of
186 upon the following
Real Estate situate in said County of

Jefferson, Blot, South part of East
half & half of the west half of the
North West Quarter of Section Thirty Six
Township Forty Three Range Five East
Containing forty acres and exposed the
same to sale on the 13th day of January
1863 at which sale it was struck off
to John Hunt one of the Defendants herein
for the sum of ninety Dollars and after-
wards on the 10th day of June 1863 said
Sheriff executed to said John Hunt a deed
for said Land, from which Sheriff's deed
it appears that the Execution under which
said Land was sold was issued on the
13th day of December 1860 the same day
on which the judgment was rendered and
more than two years before the day
of Sale aforesaid

Plaintiff states that the judg-
ment aforesaid rendered at the December
Term of the Circuit Court 1860 was utterly
void, and that the Execution issued thereon
as aforesaid was void, and that the
sale of the Real Estate aforesaid by the
Sheriff as aforesaid was void and
that the deed by him to John Hunt was
void and conveyed no title whatever to
the Real Estate therein mentioned as aforesaid

Plaintiff says further that said Isaac Hunt is the father of said John Hunt that at the time said judgment was rendered and at the time said Land was sold as aforesaid by the Sheriff said Isaac Hunt was ~~largely involved~~ largely involved in debt that among his creditors were A. K. Wilson John E. C. Wilson and divers other persons to whom he owed a large amount of money that before said land was sold it was secretly agreed and understood between said Isaac Hunt this said son John that said Isaac Hunt would not pay his proportional part of said judgment which only amounted to the sum of about \$ 1 and which sum he was abundantly able to pay but that he would allow said Land to be sold under the execution aforesaid ~~although~~ although they both well knew that said judgment & execution were utterly void and that said John should buy the same at Sheriff's sale & pretend to pay for the same and have the deed made in the name of said John and that the said Isaac Hunt would secretly furnish the money to pay for the same

and that said Isaac should live on said land during his life and enjoy the use of the same and at his death leave the same to his said son John which agreement was secretly made as aforesaid between said Isaac & John for the purpose of fraudulently hindering, delaying and defeating the existing creditors of the said Isaac Hunt in the collection of their debts against ^{him} that in order to effectually carry out said fraudulent design of cheating and defrauding the existing creditors of said Isaac Hunt said Isaac allowed said land to be sold as aforesaid & said John became the purchaser as aforesaid that said John was in mean circumstances and wholly unable to pay the amount bid by him but with a view of more effectually deceiving the creditors of his said father Isaac pretended to borrow the purchase money from one Peter Hemple and the said Isaac Hunt ^{secretly} furnished the money to pay the same

Plaintiff further says that in pursuance of the agreement as

aforsaid ~~the said~~ between said Isaac
& John Hunt said Isaac & John have
continued in the possession of the
premises ever since the sale aforsaid
the same as before and are now in
the possession thereof

Plaintiff States further
that A. K. Wilson recovered judgm-
ent against said Isaac Hunt in the
Circuit Court of the aforsaid County
of Jefferson at the June Term of
said Court for the year 1863 for the
Sum of seventy nine & $\frac{80}{100}$ Dollars togeth-
er with the Costs of suit, that Execution
was issued on said judgment for said
Sum by the Clerk on the 17th day of
April 1865 which was delivered to
the Sheriff of said County and by him
Levied on the same day on the Real
Estate aforsaid as the property of said
Isaac Hunt, and the said Sheriff having
first given public notice of the time
terms and place of sale and of the
property to be sold & where situate by
six handbills put up in six public
places in said County of Jefferson
more than twenty days before the day
of sale, offered said Land for sale at

The Court House Door in Hillsboro in
said County for Cash to the highest
bidder and A. R. Wilson being the
~~highest bidder became the purchaser~~
~~thereof and received a Deed to the same~~
~~from said Sheriff dated on the 8th~~
the 13th day of May 1865 and
during the Session of the Circuit Court
of said County for the May Term thereof
for the year 1865 and A. R. Wilson
being the highest bidder became the
purchaser thereof and received a Deed
to the same ~~for~~ ^{from} the Sheriff dated on
said 13th day of May 1865 and said
A. R. Wilson by intermediate Conveyance
has since Conveyed said Real Estate
to plaintiff

Plaintiff further says that
he is informed & believes that said
John Hunt is claiming Title to the
Real Estate aforesaid his Deed from
the Sheriff as aforesaid, Plaintiff
prays the Court therefore in consid-
eration of the premises to divest
the said John Hunt of any Title he
may have acquired by virtue of
said Deed if any, and to set the
same aside and to vest the

Title of the premises in plaintiff
and to quiet the Title thereof and
to render judgment for plaintiff
~~for~~ against said Defendants John
and Isaac Hunt for the possession
of the premises

And for such other relief as
to the Court may seem just &
right

Jo: J. Williams

Jo: J. Williams on oath says
that the foregoing petition and
the matters therein stated he
believes to be true

Jo: J. Williams

Sworne to and
Subscribed before
me this November
14th 1865.

Samuel A. Reppey clk

Wm. J. Williams
as
John Henry &
Jane Hunt

AMENDED POTION
Filed by leave of
Court

Filed Nov-14/65-
Saml. A. Applebelle

Joseph J. Williams, Plaintiff } In the Superior
vs } Circuit Court,
John & Isaac Hunt, Defts } May Term 1866.

Now at this day Come said Defendants
and demur to the petition of the Plaintiff
heretofore filed in this behalf for the
following reasons,

1. Because said petition does not state facts sufficient to constitute a cause of action.
2. Because, said petition is argumentative in this, that it ~~does~~ ^{inserts} irrelevant and redundant matter & then draws conclusions, in a style and manner not allowed by the rules of equity pleadings.
4. Because said petition is full of surplus and redundant matter foreign to the point at issue - making it both expensive & tedious to answer.
5. Because said petition alleges that the Sheriff's deed under which defendants claim the land sued for, are utterly void & afterwards prays the Court to set aside said deed thus asking the Court to set aside a nullity.

6. Because, said petition, of true, clearly shows, that Plaintiff has no cause of action in the way he attempts redress, his remedy is by ejectment.

7. Because, said petition is otherwise, defective, informal, argumentative, insufficient void.

Thomas D. Athlens,
Atty for Defs.

8. Because the petition does not allege that A. H. Wilson had a judgment or lien against the land at the time the sale to Hunt at which time it is alleged ~~that~~ ^{he} agreed with Wilson to pay him his debt in case the latter would not bid on the land,

J. J. Williams

"

Hunt & Hunt

Demurrer -

Filed April 13th 1866,
Samuel A. Reppey Clerk

THE STATE OF MISSOURI,

COUNTY OF JEFFERSON.

To J. E. & W. W. Martin, Parties, Geo. Dickerson & Martin Quernsey & Peter Neumann & Dr

GREETING :

You are Herely Commanded, That setting aside all manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the 24th 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 Geo. J. Williams is

Plaintiff and Isaac Mann & Geo. Mann are

Defendants on the part of Plaintiffs and herein you are in no wise to fail.

Witness, ~~ETIAS T. HONKY~~ *Sticksley*, Clerk of our said Court,

with the Seal thereof hereto affixed, at office, this 25th day of April A. D. 1866

Samuel A. A. A. A.
Clerk.

SUBPOENA

TO JEFFERSON CIRCUIT COURT.

May Term, 1866

Jos. J. Williams

Jno & Isaac Hunt

Witnesses for Plaintiff

J. E. C. Wilson, Milton Parke
John Richardson Jr, Martin
Luceny & Peter Kumpke Sr

John Hunt 250

I the undersigned the witnesses of the
of Jefferson on Milton Parke Jno Richardson &
John Hunt on the 4 day of May 1866 are
J. E. C. Wilson & Martin Kumpke on the 4 day of
May 1866 are by reading
W. H. Richards
Attest

Joseph J. Williams, Plaintiff
vs
John Hunt &
Isaac Hunt Defendants

In the Circuit Court of
Jefferson County, Missouri
Plaintiff States that one Catharine
Grouper and Christian Grouper
her husband, & Mary Groanholt
by Louis Richter her Guardian
Commenced a suit in the Circuit Court
of the aforesaid County of Jefferson
in the name of the State to their
use against one Benjamin Johnston
Letitia Waters, Isaac Hunt, James
Simpson, Milton Parke, & John
Richardson Jr, upon the Official Bond
of said Johnston as public Adminis-
trator of said County of Jefferson about the
17th of September 1858. for money
alleged to have been received by said
Johnston as such Public Adm^r & not accoun-
ted for in the administration of the Estate of
one Henry Groanholt

~~(That process was
issued in said cause & placed in the
hands of the Sheriff of said County on the
22nd of September 1858 Returnable to
the October Term of said Court for~~

The parts of this petition which are marked, are voluntarily withdrawn
before trial this 15th day of May 1866, J. J. Williams

(~~the same year (but that no process or other legal notice, was served of said suit Isaac Hunt and that he never at any time appeared to said cause or in any manner waived the necessity of service of notice on or paid any attention whatever to said suit nor was any default ever entered against him)~~)

That after the commencement of said suit & before the rendition of final judgment said Johnstone departed this life & one L. K. Waters became Adminr. of his Estate and voluntarily appeared as the representative of said Johnstone for the purpose of defending said suit, and at the December Term of said Court for the year 1860 a final judgment was rendered in said cause against the Defendants ~~for~~ therein for the sum of \$278 $\frac{95}{100}$, (~~that the clerk of said Court in writing up said judgment inadvertently omitted the same from the pleadings whereby said judgment was rendered against said Isaac Hunt together with the other Defendants although said Isaac was ^{never} in Court as a party to said cause~~) Plaintiff further states that after the rendition of

the judgment
~~the~~ aforesaid an Execution was issued
by the Clerk of said Court purporting
to be issued upon a judgment
rendered in said Court in favor of
one Catharine Grouper et al. against
Benjamin Phinstone, Isaac Hunt et al.
for the sum of \$2784⁹⁵/₁₀₀ and which
was delivered ~~the same~~ to the Sheriff who levied
it upon the following Real Estate in
said County of Jefferson, To wit, The South
part of the East half & half of the west
half of the north west quarter of section
Thirty Six Township Forty Three Range
Five East containing forty acres and
exposed the same to sale on the 13th
day of January 1863 at which sale it was
struck off to John Hunt one of the defend-
ants herein, & afterwards To wit, about
the 10th of June 1863 said Sheriff executed
and delivered to said John Hunt a
Deed to said Land based on the sale
aforesaid (~~from which Deed it appears~~
~~that the Execution under which the~~
~~sale was made was issued on the 13th~~
~~day of December 1860 & more than two~~
~~years before the day of sale aforesaid)~~

Plaintiff further says that since the
commencement of this suit To wit, on

or about the 14 day of November 1865
said John Hunt procured J. B. Dover
who was Sheriff at the time the sale
aforesaid of said Land was made on
the 13th of January 1863 but whose
Term of Office had expired long before
said 14th day of November 1865 to
execute & deliver to him another deed
purporting to be based on the sale of
January 13th 1863

Plaintiff further
states that at the time of the rendition
of the judgment as aforesaid Hunt
at the time of the sale by the Sheriff
of said Real Estate as aforesaid
said Isaac Hunt was largely involv-
ed in Debt. Among his Creditors were
A. K. Wilson J. C. C. Wilson & divers
other persons to whom he owed a
Large amount of money & that in
addition to large amounts of his
individual Debts he was liable for
divers amounts as one of the securities on
the Official Bond of said B. Whiston as
public Adm^r. as aforesaid & that
being so involved in Debt he conceived
the idea of cheating, defrauding &
hindering & delaying his Creditors in

The collection of their debts against him & in pursuance of said fraudulent design it was agreed & understood between said Isaac & John Hunt that said Isaac should not pay his proportional part of said judgment which amounted to about ninety Dollars or take any steps to prevent the collection of the same but that said Real Estate should be sold under said ~~said~~ judgment & execution & that said John should buy the same at Sheriff's Sale & pretend to pay for the same & have the deed made in his name & hold said Land secretly for the benefit of said Isaac & that said Isaac & his family should live on & enjoy the use and benefit thereof which agreement was entered into between said Isaac & John for the purpose of hindering delaying and defeating the creditors of said Isaac Hunt in the collection of their demands against him & to cover up the title to said property so as to mislead & deceive said creditors in pursuance of which said John attended said sale & bid in said Land well knowing that said Isaac was largely involved in debt as aforesaid and was allowing said Land

to sell for the purpose of defrauding
his ~~creditors~~ Creditors as aforesaid

Plaintiff further says that at the time
said Real Estate was sold it was
worth Twelve or thirteen hundred Doll-
ars that John E. C. Wilson attended the
sale aforesaid with the intention of
bidding for the same but before the
sale said John Hunt becoming
aware that said Wilson intended
to bid took him aside and frau-
dulently persuaded said Wilson
not to bid for said Land and
verbally promised said Wilson to
pay a debt of about \$100.00 which
said Isaac Hunt owed said Wilson
in consideration that said Wilson
would not bid against him for said
Land though in truth & in fact he
had no intention of ever paying
said debt

But made said promise with
the view of deceiving said Wilson ^{and others}
and fraudulently preventing
competition at said sale by
~~inducing~~ said inducing
said

~~and others~~
Wilson, not to bid so that he could
get said Land at ~~an under~~ less than
its value, & in pursuance of said
agreement said Wilson refrained
from bidding whereby said land
was bid off by said Hunt for
less than one tenth of its actual
value. viz for the sum of \$90. and that said
Hunt by divers other fraudulent tricks & devices induced
others not to bid against him at said sale

Plaintiff further says that A. K.
Wilson recovered judgment in the
Circuit Court of said County of
Jefferson against said Isaac
Hunt at the June Term of said Court
for the year 1863 for Seventy nine
+ $\frac{80}{100}$ together with the cost of Suit
that an Execution in due form of
Law was issued on said judg-
ment for said amount & delivered
to the Sheriff of said County on or
about the 17th of April 1865
which was levied by him on the
Real Estate aforesaid as the property
of said Isaac Hunt under the
virtue of which Execution said
Sheriff offered said Land for sale
at the May Term of said Court, to wit,
on the 13th day of May 1865 at
which sale A. K. Wilson became the

Purchaser of said Real Estate
and received a Sheriffs Deed
therefor, and that said A. K. Wilson
by deed dated the 9th day of October
1865 conveyed said Real Estate
to plaintiff

Plaintiff further says
that said Isaac & John Hunt
are in possession of said Land
& that said John is claiming title
thereby virtue of his Sheriffs
Deeds aforesaid —

Plaintiff prays the
Court therefore in consideration
of the premises, and to the end
that the cloud upon his title
by reason of the Deeds of said
Hunt may be removed, ^{to make a decree} ~~to divest~~ ^{the} divesting
said John Hunt of all title & claim
which he has by reason of the deeds
aforesaid if any & to set said
deeds aside & to vest the title
to said Real Estate in plaintiff
and to render judgment for plain-
tiff against said John & Isaac
Hunt for the possession of said
premises
and for such other relief

as to the Court may seem just &
right

Jo: J. Williams

Jo: J. Williams says he believes the
matters as stated in the fore-
going petition are true

Jo: J. Williams

Sworne to and
Subscribed before
me this 3rd day
of March 1866

Henry F. Ahlner
Notary Public

63

Wm. Williams
as
J. H. H. H.
unrecorded Petition

Great June 10th 1866
David. H. H. H. H.
Filed March 30 1866.
Daniel H. H. H. H.

Joseph J. Williams } In the Jefferson Circuit
3 } Court, May 16th 1866,
John & Isaac Hunt, }

Now at this day comes John Hunt moves
the Court to strike out the following
portion of Plaintiff's petition, viz:
Plaintiff further says that at the time
said real estate was sold it was
worth twelve or thirteen hundred dollars,
that John C. C. Wilson attended the sale
aforesaid with the intention of bidding
for the same, but before the sale said
John Hunt became aware that
said Wilson intended to bid, took him
aside and fraudulently persuaded
said Wilson not to bid for said land
and verbally promised said Wilson
to pay a debt of about \$100.00 which
Isaac Hunt owed said Wilson in
consideration that said Wilson would
not bid against him for said land
though in truth and in fact he had
no intention of ever paying said debt
but made said promise with the view
of deceiving said Wilson and fraudulently

preventing Competition at said Sale
by inducing Wilson not to bid so
that he could get said land at
less than its value in pursuance
of said agreement said Wilson re-
frained from bidding where by said
land was bid off by said Hunt
for less than one tenth of its actual
value viz, for the sum of \$90, and
that said Hunt by divers other ~~tricks~~
fraudulent tricks & devices induced
others not to bid against him at
said sale" for the following
reasons,

1. Because a creditor cannot take
advantage of any such fraud upon
Isaac Hunt,
2. Because it is not alleged that
A. H. Wilson was at the time
of the sale to John Hunt, in a
situation to enforce his the collection
of his debt, he not having a lien
upon said land.

Thomas D. Ahlman,
Atty for Deft

Williams

3

New & Grant

Motion to strike
out a part of the
~~petition~~

Motion overruled
May 17th 1866.

Filed May 16 1866
J. M. H. Cooper Clerk

Joseph J. Williams, pls. } In the Circuit
against } Court of Jefferson
John Hunt and Isaac } Co Mo.
Hunt defendants, } May Term 1866,

Defendants in answer to the amended petition of plaintiff deny, that at the time of the rendition of the judgment against Isaac Hunt and others, to which judgment reference is had in said petition, and at the time of the sale of the real estate described in said petition upon said judgment and execution, issued thereon, as stated in said petition, said Isaac Hunt was largely indebted to various persons in large amounts of money as stated in said petition; they also deny, that in addition to such debts said Isaac Hunt was liable for diverse amounts as one of the securities on the official bond of one P. B. Johnson as public Administrator, and that said Isaac Hunt conceived the idea of cheating, defrauding, hindering and delaying his creditors in the collection of their debts against him; they, defendants, also absolutely and directly deny, that it was understood and agreed between said defendants, Isaac and John Hunt, that said Isaac

Hunt should not pay his proportional part of the Judgment debt against him and others, which Judgment is referred to in plaintiffs petition, or take steps to prevent the collection of the same by the sale of said land; Defendants deny, that it was agreed between Isaac Hunt, that said real estate should be sold under said Judgment & execution and that John Hunt, one of defendants, should buy said real estate at the Sheriffs sale and pretend to pay for the same and have the deed made in his name and hold the land secretly for the benefit of said Isaac Hunt and that said Isaac Hunt should live on and enjoy the use and benefit thereof, Defendants deny, that any such agreement was entered into between said defendants for the purpose of hindering, delaying and defeating the creditors of said Isaac Hunt, in the collection of their demands against him, and ~~that~~ to cover up the title to said property, so as to ~~hide~~ deceive and mislead such creditors, Defendants also deny, that in pursuance of such an agreement John Hunt attended said sale and bid in.

said land and allamed the same to be sold for the purpose of defrauding the creditors of said Isaac Hunt.

Defendants further deny, that said John Hunt at the time of the sale of said land took John C. Wilson aside and fraudulently persuaded him not to bid for said land and ~~that he~~ promised said Wilson to pay a debt of about \$100.00 as stated in petition in consideration that said Wilson would not bid against said ~~Isaac~~ ^{John} Hunt, for said land, Defendants deny, that said C. C. Wilson attended said sale with the intention to bid for said land, and also deny, that said land at the time of the sale was worth twelve or thirteen hundred dollars,

Defendants deny, that said John Hunt made a promise of the nature above said with a view to deceive said Wilson and fraudulently to prevent competition at the sale by inducing said Wilson not to bid, so that he John Hunt, could get said land at less than its value; they also deny, that in pursuance of such agreement said Wilson refrained from bidding, and that said land was bid off by said John Hunt for less

than one tenth of its value, they also deny, that said John Hunt by direct or indirect means or devices induced others not to bid against him at said sale,

Defendants say, that they have no knowledge or information sufficient to form a belief, whether or not A. K. Wilson received judgment in the Circuit Court of Jefferson County, as stated in plaintiffs petition against Isaac Hunt, one of defendants, at the June Term of said Court in 1863. for \$79⁰⁰/₁₀₀, and that an execution in due form of law was issued on said judgment, that such execution was levied on the real estate in plaintiffs petition described, as the property of Isaac Hunt and that at the Sheriff's sale under such execution A. K. Wilson became the purchaser of said real estate and received a Sheriff's deed therefor, as stated in plaintiffs petition, and that A. K. Wilson by deed on the 9th of October 1865, conveyed said land to plaintiff.

Defendants further say and aver, that at the time of the first sale of said land of Isaac Hunt, when John Hunt became the purchaser thereof, he John Hunt, bought the property fairly, lawfully and without any fraud whatever, practiced by said John Hunt, and without any agreement by said John Hunt with others, which could render

in the injury of the rights of any cred-
itors of said Isaac Hunt, and
that said John Hunt bought said prop-
erty with his own money and not
with the money of Isaac Hunt,
sworn to and subscribed

and before me this
13 day of ~~Nov~~ Dec
1867

Saml. A. Reppy Clk
John Hunt.

Geo. L. Williams
Jr.

Glenn Hunt
and John Hunt,

Chambers.

—

Filed May 18 1866
Jesse H. Appleby, Clerk

THE STATE OF MISSOURI,

COUNTY OF JEFFERSON.

To

John P. Meek

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 *24th of May 1866* 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

Jos. J. McQuinn

is

Plaintiff and

John & Isaac Grund

are

Defendants on the part of

Plaintiffs

and herein you are in no wise to fail.

WITNESS, ~~THESE PRESENTS~~ *S. A. McQuinn*, Clerk of our said Court,

with the Seal thereof hereto affixed, at office, this

18th day of *May* A. D. 186*6*

Samuel A. McQuinn

Clerk.

SUBPOENA

TO JEFFERSON CIRCUIT COURT.

May Term, 1866

Josef Williams

John + L. Hunt

John P. Speck
for plff.

Sheriff fee 50

I the undersigned the undersigned of the County of Jefferson in the State of Missouri do hereby certify that the within and above named John P. Speck is the plaintiff in the within and above named case and that the same is now pending and hearing in the Court of the County of Jefferson in the State of Missouri.

Attest my hand and seal of office this 19th day of May 1866.
John P. Speck
County Clerk

COUNTY OF JEFFERSON.

The State of Missouri,

To John C. Wilson, William Parke John Richard
~~and~~ ~~Joseph~~ Martin Greeney, Peter Humble & John
Spect 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 June
1866 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

is Joseph J. Williams
Plaintiff, and John Hunt and Isaac Hunt—
are

Defendants on the part of Plaintiff 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
11th day of June A. D. 1866

Saml A. Reppy Clerk.

SUBPENA.

TO

Jefferson Circuit Court

June Term, 1866.

Jos. J. Williams
vs
John Hunt &
Isaac Hunt

for Plaintiff

J. E. C. Wilson
Milton Parke
John Richardson Jr.
Martin Sweeney
Peter Humple Sr.
John P. Speck

Sheriff fees \$2.75

I Executed the Within at the County of Jefferson State
of Mo on J E C, Wilson Milton, Parke John Richard
son Peter Humple & John S. Speck by Reading
the same in their Presence and hearing on the
15th day of June 1866 Martin Sweeney not found
in my County

E. C. Fletcher Sheriff

By John Williams Deput

Joseph J. Williams Plaintiff }
vs
John Hunt and
Isaac Hunt Defendants }

In the Circuit Court of
Jefferson County Missouri

Plaintiff states that one Catharine
Grouper and Christian Grouper her
husband and Mary Groanbolt by
Louis Richter her Guardian Commenced
suit in the name of the State of Missouri
to their use in the Circuit Court of
Jefferson County Missouri against one
Benjamin Johnston Letitia Waters
Isaac Hunt James Simpson M. Parke
and John Richardson Jr. upon the
Official Bond of said B. Johnston
as Public Administrator of said
County about the 17th of September
1858 for money alleged to have been
received by said Johnston and not
accounted for in the administration
of the Estate of one Henry Groanbolt
And at the December Term of said
Court for the year 1860 a final judg-
ment was rendered against the Defend-
ants in said Cause for Two hundred
and Seventy Eight & $\frac{95}{100}$ Dollars —

Plaintiff further states that after the rendition of said judgment an Execution was issued by the Clerk of said Court purporting to be issued on a judgment rendered in said Court in favor of one Catharine Grouper et al. against Benjamin Johnston, Isaac Hunt et al. for the sum of Two hundred and Seventy Eight & $\frac{95}{100}$ Dollars — which Execution was delivered to the Sheriff who levied it upon the following described Real Estate owned by said Isaac Hunt in said County of Jefferson, to wit: the South part of the East half and half of the west half of the North west quarter of Section Thirty six Township Forty three Range five East containing Forty acres And Exposed the same to sale on the 13th day of January 1863 at which sale it was struck off to John Hunt one of the Defendants herein And afterwards viz on the 10th day of June 1863 said Sheriff executed and delivered to said John Hunt a Deed to said Land based on

the sale aforesaid and afterwards
viz on the 14th day of November 1865
and after the Commencement of this
Suit said John Hunt procured J. B.
Dover who was Sheriff at the time of
said Sale on the 13th of January
1863 but whose Term of Office had
Expired long before said 14th day of
November 1865 to Execute and deliver
to him another Deed of said Land
based on the sale of January 13th
1863 both of which Deeds have been
duly Recorded.

Plaintiff further States
that at the time of the rendition
of the judgment aforesaid and at
the time of the sale of said Real
Estate as aforesaid said Isaac
Hunt was largely involved in debt
Among his Creditors were A. K. Wilson
J. E. C. Wilson James Simpson and
Others other persons to whom he owed
a large amount of money and being
so involved in debt he conceived
the idea and intention of Cheating
hindering delaying and defeating
his Creditors in the Collection of their
Debts against him and in pursuance
of his said Fraudulent design

Said Isaac & John Hunt entered into
an agreement that said Isaac Hunt
should not pay his proportional part
of said judgment which amounted to
about the sum of ninety dollars or
take any steps to prevent the collection
of the same but that said Real
Estate should be sold under said
judgment and Execution and that
said John Hunt should buy the same
at Sheriff's Sale and pretend to pay for
the same and have the Deed made in
his name and hold the same secretly
for the benefit of said Isaac Hunt
and that said Isaac and his family
should live on and enjoy the benefit
thereof and that said Isaac Hunt
should secretly furnish the money
to pay the amount bid for the same
at said sale which agreement was
entered into between said John & Isaac
for the sole purpose of hindering delay-
ing and defeating the existing creditors
of said Isaac Hunt in the collection of
their demands against him and to
cover up the title of said property so
as to fraudulently deceive and mislead
said creditors in pursuance of which

agreement said John borrowed the money to buy said Land and attended said sale and bid in said Land well knowing that said Isaac Hunt was largely involved in debt and was allowing said Land to sell to defraud his creditors as aforesaid and that afterwards said Isaac Hunt secretly paid the money ~~borrowed~~ borrowed by said John ^{and with which he bought in} said Land as aforesaid at said sale

Plaintiff further states that at the time said Land was sold on the 13th of January 1863 as aforesaid it was worth Twelve hundred Dollars that one John E. Wilson attended said sale with the intention of bidding for the same but said John Hunt becoming aware that said Wilson intended to bid before the sale took place took said Wilson aside and fraudulently persuaded him not to bid for said Land and verbally promised and agreed with said Wilson that if said Wilson would not bid against him for said Land that he would pay said Wilson a debt of about \$100.00 which said Isaac Hunt owed said Wilson that said Hunt had no intention

of never paying said debt at the time
he made said promise, ^{and has not paid the same} but made
said promise for the purpose of
fraudulently deceiving said Wilson
and inducing him not to bid at said
sale so that he could get said Land
for less than its value that if it had
not been for ~~this~~ the fraudulent persua-
sion and promise of said John
Brent with said Wilson as aforesaid
said Wilson would have bid a
large amount more for said Land
than said Land was actually sold
for that in pursuance of said agree-
ment and persuasion said Wilson
refrained from bidding, and that said
John Brent by divers other fraud-
ulent practices and devices induced
divers other persons not to bid again-
st him at said sale with the view
of getting said Land at an under
value. ~~and therefore in some cases the said Land~~
~~was bid off by him for a great deal~~
less than it would otherwise have
brought to wit, for \$90. or less than
one tenth of its actual value

Plaintiff further states
that A. K. Wilson recovered judgment

against Isaac Hunt in the Circuit Court of said County of Jefferson at the June Term of said Court for the Year 1863 for Seventy nine & $\frac{80}{100}$ Dollars and Costs of suit that an Execution was issued in due form of Law on said judgment and placed in the hands of the Sheriff of said County on or about the 17th day of April 1865 which was Levied by him on the Real Estate aforesaid as the property of Isaac Hunt under and by virtue of which Execution said Sheriff offered said Land for Sale at the May Term of said Court, To wit: on the 13th day of May 1865 at which Sale A. K. Wilson became the purchaser of said Real Estate and received a Sheriffs Deed therefor bearing date May 13th 1865 and that said A. K. Wilson and his wife by Deed dated October 9th 1865 conveyed said Real Estate to plaintiff -

Plaintiff further States that said Isaac Hunt is in the possession of said Land and that said John is claiming Title thereto by virtue of the Sheriffs Deed aforesaid.

Plaintiff prays the Court therefore in consideration of the premises and to the End that the cloud upon his Title

For J. Williams
per
John Hunt &
Jas Hunt

amended position
Bill's key leave off
house

Filed June 19th 1866
and attested by L.H.

Joseph J. Williams, petff,
vs.

John Hunt and Isaac Hunt
defendants.

In the Circuit Court
of Jefferson County
Missouri,

Defendants in answer to the amended petition, filed by plaintiff in the above cause June 19th 1866. Deny, that at the time, Judgment was rendered in favor of Catharine Graupner et als. against one Benjamin Johnston et als. as stated in said petition, and the land of Isaac Hunt, ^{as described in petition} was sold under said judgment and execution, issued thereon, he Isaac Hunt was largely involved in debt, as stated in said amended petition, and that Isaac Hunt conceived the idea and intention of cheating, hindering, delaying and defeating his creditors, named in said petition, or any other creditors, in the collection of their debts against him.

~~Defendants~~ Plaintiffs further deny, that they entered into an agreement, that said Isaac Hunt should not pay his proportionate part of the judgment above referred to, amounting to about the sum of \$90. but should suffer his real estate, in amended petition described to be sold under said execution, and that said John Hunt should buy the same at Sheriff's sale, and pretend to pay for same,

and have the deed made in his name and hold the same secretly for the benefit of said Isaac Hunt and that said Isaac Hunt should live and enjoy the benefit thereof, and that said Isaac Hunt should secretly furnish the money and pay the amount bid for the same at said sale, and that such agreement was entered into between defendants for the sole purpose of hindering, delaying and defeating Isaac Hunt's creditors, in the collection of their demands against him, and to cover up the title to said property, so as to fraudulently deceive and mislead said creditors, ~~in possession of~~ and defendants also deny that in pursuance of such an agreement John Hunt borrowed the money to buy said land, and that he attended said sale and bid in said land, well knowing that Isaac Hunt was largely indebted in debt, and was allowing his land to be sold, to defraud his creditors as mentioned in petition and that said Isaac Hunt secretly paid the money borrowed by said John and with which he bought in said land at the sale thereof.

Defendants further deny, that at the time the land of Isaac Hunt was sold as stated in amended petition, the same was worth \$1200, so that one John C. C. Milson attended said sale with the intention of bidding for the same, and that John Hunt before said sale took place, took

said Wilson aside and fraudulently persuaded him not to bid for said land and verbally ~~persuaded~~ promised and agreed with said Wilson, that if said Wilson would not bid against him for said land, he John Hunt would pay him a debt of about \$100.00, which Isaac Hunt owed said Wilson. ~~Defendants~~ ^{John Hunt} further deny, that ~~he~~ ^{John Hunt} made such a promise for the purpose of fraudulently deceiving said Wilson and inducing him not to bid at said sale, so that he could get said land for less than its value; Defendants further ~~deny~~ ^{say}, that ~~in the absence~~ ^{they} have no knowledge or information sufficient to form a belief, that in the absence of such a promise and fraudulent persuasion of John Hunt said Wilson would have bid a large amount more for said land, than the same was actually sold for, that in pursuance of said agreement and persuasion of John Hunt said Wilson refrained from bidding, and also deny, that John Hunt by diverse other fraudulent practices and devices induced diverse other persons not to bid against him at said sale, with a view to get said land at an under value, and that by reason thereof said land was bid off by him for a great deal less, than it would otherwise have brought, to wit: for \$90.00 or less than one tenth of its actual value.

Defendants further state, that they have no knowledge or information sufficient to form a belief,

that an execution was issued in due form of law
on the Judgment, which A. K. Milson recovered
in the Circuit Court of Jefferson County for \$79⁸⁰/₁₀₀
as mentioned in amended petition aforesaid,
and that such execution was levied on the
real estate bought by John Hunt, as the real
estate of Isaac Hunt, and that at the sale
of said land under the Judgment aforesaid,
A. K. Milson became the purchaser thereof,
and received a deed therefor, dated May 13th
1865, and that said A. K. Milson & his wife
by deed dated October 9th 1865, conveyed said
Real Estate to plaintiff,

Defendants further say and aver, that at the
sale of said land under the alleged execution
against Isaac Hunt, ~~received~~ issued on the
Judgment of Catherine Grainger etc. to John
Hunt, bought the property fairly lawfully
and without fraud, practiced by him, and
without any agreement by John Hunt with
others, which could result in the injury
of the rights of any creditors of said
Isaac Hunt, and that said John Hunt
bought said property with his own mo-
ney, and not with the money of Isaac Hunt,
his father.

Thomas A. Ahrens
Att'y for defts.

makes ~~an~~ and
says, that the foregoing answer and
the matters as therein stated he
believes to be true.

Sworn to and
subscribed before
me this day
of 1866 }

Geo. J. Brillein

Chas & John Howard

Stannard to Anna
of Preston Guild
June 19th 1866.

Stedolph 28 1866.
Saml. A. Mayble

COUNTY OF JEFFERSON.

The State of Missouri,

To

J. E. Wilson, Milton Parke and
John Richardson

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 10th 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

Jos. J. Williams
Plaintiff, and

Esaac Mount and John Mount,
Defendant on the part of Plaintiff

and herein you are in no wise to fail.

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

with the seal thereof hereto affixed, at office, this

26th day of September A. D. 1866

Samuel A. Reppy Clerk.



SUBPENA.

TO

Jefferson Circuit Court

...November....Term, 1866.

Jos. J. Williams

vs.

Isaac Hunt & John Hunt

Witnesses for Plff.

J. E. C. Wilson &

Milton Parke and

John Richardson Jr. &

John Williams Deft

Sheriff fee \$1.50

I executed the within in Jefferson County
Mo on the 24th Day of October 1866 By Reading
the same to J. E. C. Wilson Milton Parke and
John Richardson
E. E. Stetson Sheriff
By John Williams Deft

COUNTY OF JEFFERSON.

The State of Missouri,

To *Martin Sweeney and Peter Neumple Sr.*

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 *10th* 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

Plaintiff, and

Jos. J. Williams

vs. Isaac Mount & John Mount,

Defendant on the part of

Plaintiff

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

26th day of *September* A. D. 186*6*

Samuel A. Reppy Clerk.



SUBPENA.

TO

Jefferson Circuit Court

November Term, 1866.

Jos. J. Williams
vs.

Isaac Hunt & John Hunt

Witnesses for Plff
Martin Sweeney
Peter Humple Sr

Hetcher Sheriff 100

Executed this writ in the presence of Little Rock
of the said County also. by reading the same to the
within named Peter Humple Sr. this first day of
November 1866

J. J. Shuck
Clerk



COUNTY OF JEFFERSON.

The State of Missouri,

To *R. N. Hunt and Peter Womphle vs.*

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 *18th* 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

Plaintiff, and *Jos. J. Williams*

Defendant on the part of *Isaac Hunt & John Hunt*

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

27th day of *September* A. D. 186*6*

Samuel A. Reppy Clerk.

SUBPENA.

TO

Jefferson Circuit Court

...November.....Term, 1866.

Geo J. Williams

vs

Isaac Hunt & John Hunt

Witnesses for Deft

R N Hunt

Peter Womple &c

Hetcher, Sheriff 100

Executed this writ in the showship of Little Rock Arkansas
County also by reading the same to the within named
Peter Womple &c

J. J. Office &
Hunt

COUNTY OF JEFFERSON.

The State of Missouri,

TO

M. P. Hunt John P. Speck, Isaac Hunt and
Chas. Kautzblader,

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 10th 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

Plaintiff, and

for J. Williams

Defendant on the part of

John & Isaac Hunt,
Plaintiff

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

27th day of September A. D. 1866

Samuel A. Reppy Clerk.

SUBPENA.

TO

Jefferson Circuit Court

...November... Term, 1866.

Jos. J. Williams

vs

Isaac & John Hunt.

Witnesses for Plff

W. P. Hunt

John O. Speck

Isaac Hunt, and

Chas. Cadwallader X

Hetches Sheriff 200

Executed this writ in the township of Little Rock
Jefferson County Mo. by reading the same to the
within named. Attest Jacob Hunt & Cadwallader
this first day of November 1866
J. O. Speck Sheriff
By J. O. Speck

I do certify the within for me the County Clerk
on the 17 day of Oct 1866 on J. P. Speck's by reading
the same in this office as aforesaid

John O. Speck
County Clerk

COUNTY OF JEFFERSON,

The State of Missouri,

To *John Heம்பе*

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 *seventh day of November 1866* 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

Plaintiff, and

John Went & Isaac Hunt

Defendant on the part of

Plaintiff

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

31st day of *October* A. D. 186*6*

Samuel A. Reppy Clerk.

I serve & the within before on the 10th day of
 the 6th day of November 1866 in Jefferson County
 Missouri my reading the same in his presence & hearing
 before to and subscribed
 before me this 6th day of
 November 1866
 Samuel A. Phelps Clerk
~~Justice of the Peace~~
 Clerk Circuit Court

J. P. Phelps

SUBPENA,

TO

Jefferson Circuit Court

November Term, 1866

Jos. J. Williams } In the Circuit Court
vs } Jefferson County Mo.
John Went & }
Isaac Went } Nov. Term 1866

Plaintiff moves the Court to strike
out the Answer of Defendants
heretofore filed & render judgment
for plaintiff by Default for the
following reasons, to wit:

1st Because the said answer is
not either sworn to or subscribed
by the Defendants or either of them
or by any other person for them or
either of them

Jos. J. Williams

Prof. W. Williams

John Wallace Hunt

Notice to the
Buttresses of
Brynaudd to

mounted by the Count
Chamberlain 8th 1866.
At the Royal College

St. John's 7th 1866
Donegal & B. & C. & C.

Joseph J. Williams } In the Circuit
 Isaac Hunt and } Court of Jefferson
 John Hunt } County Missouri
 Nov. Term 1867

Plaintiff States that he is the Legal owner and entitled to the possession of the following described Real Estate Situate in Jefferson County Missouri, To wit: Beginning at the North West Corner of Section Thirty Six Township Forty Three Range Five East thence Running East Thirty Chains and fifty links to Land Conveyed by Isaac Hunt to William Simpson, thence South Thirteen Chains and Thirty Three Links to Land Conveyed by Isaac Hunt to William Ritter thence West Thirty Chains and fifty Links thence North Thirteen Chains and Thirty three Links to the place of beginning at the North West Corner of said Section Thirty Six Containing forty acres and Sixty Six hundredths of an acre more or less, that Plaintiff was entitled to the possession of said Real Estate on the 16th day of May, 1867 and being so entitled to the possession thereof the Defendants afterwards, To wit: on the 16th day of May 1867 entered into such premises and now unlawfully withhold from the Plaintiff the possession thereof to his Damage in the Sum of

Fifty Dollars, Plaintiff further States that the monthly rents and profits of Said Real Estate are reasonably worth five Dollars per month. Plaintiff therefore prays judgment against the Defendants for the possession of said Real Estate and for one hundred Dollars Damage and for the rents and profits of said premises at the rate of five Dollars per month + from the day on which Plaintiff was entitled to the possession thereof until the rendition of judgment, and for such other relief as to the Court may seem just and proper

Jos. Williams

Joseph Williams

14

John & Isaac Hunt

action of Spectrometer

original

also 30 Sept 1867
E. H. Hunt

Scientific Press

Joseph Williams

copy book - 5.00
with - 1.00
2 copy - .20
also - .05
also - .10
228 - 5.00
donaldson - 20
sent copy - 35
budget for land - 50
" to Hunt - 50
and day - 20
budget for cash - 50
570 - 20
making cash - 40
4 10 20 30 - 60
\$ 5.70

Joseph Williams diff
and 2000 \$ 2.00

THE STATE OF MISSOURI, }
COUNTY OF JEFFERSON. } ss.

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson—Greeting:

We command you, that you summon Isaac Hunt
& John Hunt

if they be found in your County, that
they 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 first Monday after the
~~fourth Monday~~ of November next, then and there to answer unto
Jas J. Williams

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 hereunto affixed, at office in Hillsboro, this
thirteenth day of September A.D. 1867

Elias F. Honey
Clerk Circuit Court.
By J. D. Morine Sept

70-111

26th 82

JEFFERSON CIRCUIT COURT.

November Term, 1867.

Geo. J. Williams

vs. Isaac Hunt and

John Hunt

(original)

John Williams
Sheriff fee \$2.00

I Executed this Writ in Jefferson County
Missouri on the Third Day of October 1867
By Delivering to John Hunt a true copy
of this Writ and Petition, and on Isaac
Hunt By Leaving a true copy of this Writ
at his usual place of abode with a white
Person of his family over the age of fifteen
years

John Williams
Sheriff

Joseph J. Williams

²⁷
Isaac Hunt et al

Now at this day comes Isaac
Hunt one of said defendants & for answer
to Plaintiff's petition denies that he is
Plaintiff on the 16th day of May 1867 or at any
other time the owner and entitled to the possession
of the land described in said petition or any
part thereof or that defendant unlawfully
withholds same from Plaintiff or that
Plaintiff has been damaged in the sum
of fifty dollars or any other sum.

John L. Thomas
Atty for Isaac Hunt.

J. J. Williams

3

J. J. Williams

Answer of Feb.

Nov. 18

Filed Nov 21 1867
C. J. Williams

Joseph J. Williams, Plaintiff Against Isaac Hunt & John Hunt Defendants	}	In the Jefferson Circuit Court, Nov. Term 1867.
--	---	---

Now at this day comes John Hunt and
for separate answer to the petition of the plaintiff
heretofore filed in this behalf denies that the
Plaintiff was at the time of filing said petition
^{on the 16th March 1867}
or at any other time the owner of and entitled
to the possession of the land described in
said petition or that defendant or either
of them unlawfully withholds from Plaintiff
the possession of said land and denies that
Plaintiff has been damaged in the sum
of fifty dollars or any other sum whatever
by reason of any act of this defendant.

This defendant for further answer to the said
petition states that heretofore to wit on or
about the 13th day of Jan., 1863, Isaac
Hunt was the owner of said land which
was well known in the neighborhood
where it is situated as the Hunt place and
all the land owned at that time by said
Isaac Hunt: that there was on the 13th day of
December 1860 a verdict against said Isaac
Hunt and others in the Jefferson Circuit
Court a judgment in favor of the State to the

use of b. Gruber from hold et al for the sum
of \$278 $\frac{90}{100}$ dollars: That
an execution afterwards viz on the 24th day of
April 1862, was issued on said judgment
by virtue of which the Sheriff of Jefferson County
levied upon and seized all the right title
and interest of said Isaac Hunt in and
to the land described in plainiff's petition
~~but by mistake~~ and sold same under said
execution on the 13 day of Jan. 1863, & notice
of said judgment - at which sale this defendant
became the purchaser thereof at the sum
of thirty dollars, & has since received the
deed of the Sheriff for the same - but left
over that said Sheriff in levying upon and
selling said land described it as follows,
~~part of~~ the South part of the East half and
 $\frac{1}{2}$ of the West $\frac{1}{2}$ of the NW $\frac{1}{4}$ Sec. 36. T. 4 S,
R. 5. E. containing forty acres: that said
misdescription did not mislead any one as all
the neighbors, even the Plaintiff well knew
what land the Sheriff was selling from the
description as set out above & defendant
over that every one who saw the advertise-
ment of said Sheriff for the sale of said land
understood well what land was to be sold, said
Isaac Hunt having only forty acres in the
neighborhood Defendant further states

that Plaintiff once before instituted suit against
dependants herein for this same: that in his
petition in his former suit plaintiff recognized
the title of this dependant to the forty acres of land
owned by said Isaac Hunt in the NW 1/4 Sec.
36. T. 43. R. 5 E. and in said petition specifically
stated that this forty acres of land was all
the land said Isaac Hunt owned. So
this dependant avers that Plaintiff had
full knowledge of all the rights of this
dept and of the land actually intended to
be sold by the Sheriff as aforesaid.

John L. Thomas

Atty for dependant
John Hunt.

J. J. Williams

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John Hensel

Answer to John

Hensel

Child Nov 21 1864
J. J. Williams

Joseph Williams, Plaintiff
vs
John & Isaac Hunt, Defts } In the Jefferson
Circuit Court.

This case is compromised upon
the following terms.

1. This Court shall render judgment in favor
of John Hunt for the land in controversy.
2. Judgment shall be rendered against
the Defendant John Hunt in favor of
the Plaintiff for sixty three ⁵⁰/₁₀₀ dollars.
with a stay of execution for three months.
3. Judgment shall be rendered against
the Defendant John Hunt for the
Costs of this case.

Joseph Williams
John Hunt

Jos J Williams

vs
Isaac Hunt

John Hunt.

1 Ci Reppy aff to pet 25¢ Copy pet 25¢ Cont Seal 50

mt 1/4 copy 10¢ order 25¢ order 25¢ Motion 20

Judgt 50, answer 25¢ order 25. cont 25

Motion 20¢ Judgt 50¢ Demurer 20

7 papers 35¢ Judgt 50 Sub. 35

8 Spas & 200 Dochets 40¢

\$ 8.65

Hetcher Sheff

Serve mt \$300 Serve 24 Spas \$12.00

\$15.40

Calls \$1.40

J. P. Speck

5.82

Geo Richardson

5.82

Geo Hample

5.20

Walter P Hunt

5.20

Isaac Hunt

56.84 27.72

Honey Clerk make fee Bill &c.

52.77

36

\$53.07

I, the undersigned clerk of the Circuit Court hereby certify that the foregoing is a correct fee Bill of the costs in said cause

E. J. Honey

582

582

520

1684

Geo J Williams

John Hunt
James Hunt-

See Bill