

Jefferson County Circuit Court
Case File - Civil

March 1866, No. 54

Maxion, William G.

vs

Wideman, Elias

Partition

220 acres in U.S. Survey 872

T41N23E

Box

17

Folder

1

William G. Manion, - Plaintiff } In the
Against } Circuit Court
Elias Wideman, - Defendant } of Jefferson
County Missouri
}

The Plaintiff states that Leonard Wideman, deceased, late of Jefferson ^{County}, died seized in fee simple of the following described Land, situate in Jefferson County Missouri, to wit, a Tract of Two hundred and twenty acres, more or less, being part of United States Survey No. 872, in Township Forty one, of Range Three East, and which was confirmed to John Wideman, - and is bounded on the West by lands formerly owned by Mark Wideman on the South by Big River, - On the South East, by lands formerly owned by Mark Wideman - On the North by land formerly owned by Jacob Wideman. That said Leonard Wideman left but two Children surviving him, to wit, John Wideman, and Elias Wideman, and to whom said Land descended, as his heirs. And Plaintiff states, that by regular conveyances, said John Wideman conveyed his undivided interest in the above Land to Thomas Wiley, and he to Thomas Long, who gave a Deed of Trust on the same to Reuben Poma, under which said Land was sold, and bought by Isabella Long, who deeded her interest in the same to Plaintiff. - The Plaintiff therefore states that he is entitled in

fee simple to the undivided one half of
the above described Land; and that the
Defendant is entitled in fee simple to
the undivided one half of said Land,
Plaintiff therefore states that he and
the Defendant hold said Land as Tenants
in Common. — Plaintiff therefore asks
the Court to ~~make~~ a decree for a divi-
sion and Partition of said Land ac-
cording to the respective rights of the
parties interested therein, and for a
Sale thereof, if it shall appear that
partition cannot be made without
great prejudice to the owners thereof.

Abner Green
Attorney for Plaintiff

William S. Marion Plaintiff makes
oath and says the above petition and
the matters therein as stated, he believes
to be true, — and he further states, that
the Defendant, Elias Wideman is a
non-resident of the State of Missouri,
sworn to and subscribed
before me, this 6th day
of March 1866.
Saml. A. Reppel Clerk

W. S. Marion

No 54. 11th 88
22/4

In Circuit Court
Jefferson County

William S. Mann

vs,
Eli Widenow

Petition in
partition

Let over of
partition be made

W. S. Mann
for 1888

Wm S. Mann

Filed Mar 6th 1886,
Samuel A. Appleby, Clk

State of Missouri, }
County of Jefferson. } SS.

BE IT REMEMBERED, That on this 6th day of April,
A. D. Eighteen Hundred and Sixty-Six, before me, the undersigned Clerk of
the Circuit Court of Jefferson county
came Chas. A. Clark who by me being duly sworn, says that the annexed advertisement
was published in the **JEFFERSON COUNTY LEADER**, a newspaper printed and published in the town
of Hillsboro, in said county, of which he is printer, for five times, the first insertion being on the 9th
day of March 1866, and the last on the 6th day of April
1866, as follows, to-wit:

ORDER OF PUBLICATION.

In the Circuit Court of Jefferson county,
Missouri, May term, A. D. 1866. In va-
cation, March 6th, A. D. 1866.
William G. Manion, plaintiff, against
Elias Wideman, defendant. Petition for
partition.

Now at this day comes said plaintiff, by
attorney, and files his petition verified
by affidavit, stating among
other things that Elias Wideman is a non-
resident of the State of Missouri. Where-
upon it is ordered by the undersigned, Clerk
of said Court, that the said Elias Wideman
be notified by publication of the commence-
ment of this action, the object and general
nature of which is to obtain an order of
judgment, for partition and division of the
following described tracts or parcels of land
situate and lying in Jefferson county, Mis-
souri, to-wit: A tract of two hundred and
twenty acres, more or less, being part of
United States survey No 872, in township
forty-one of range three east, and which
was confirmed to John Wideman, and is
bounded on the west by lands formerly
owned by Mark Wideman, on the south by
Big river, on the south and by lands former-
ly owned by Mark Wideman, on the north
by land formerly owned by Jacob Wideman;
and for a sale thereof if partition and divi-
sion thereof cannot be made; and that unless
he be and appear before the Circuit Court of
said county on the first day of the next term
thereof, to be begun and held at the court
house in Hillsboro on the second Monday in
May next, and on or before the sixth day of
said term, plead to or answer the petition of
said plaintiff, the same will be taken as con-
fessed against him. And it is further or-
dered that a copy hereof be published in the
Jefferson County Leader, a newspaper prin-
ted and published in this State, for four
weeks successively, the last insertion to be
at least four weeks before the next term of
said court.

A true copy of the order. In testimony
whereof I have hereto set my hand,
[SEA] and affixed the seal of said court, at
office, this 6th day of March, 1866.
SAMPL A. REPPY,
Clerk Circuit Court.

In No. 10	, March 9.	1866.
In No. 11	, " 16.	1866.
In No. 12	, " 23.	1866.
In No. 13	, " 30.	1866.
In No. 14	, April 6.	1866.
In No.		1866.

Chas. A. Clark

6th day of April, 1866.
Samuel A. Reppy Clk

Printer's fee, \$14.00.
Received payment

William C. Manion, petff } In the Circuit
against } Court of Jefferson
Eliac Widemann, defdt } Co. Mo.

Defendant in the above entitled case by his lawfully authorized attorney in fact Samuel Herrington admits, that plaintiff and defendant as tenants in common have each an undivided interest in one half of the land, particularly described in Plaintiffs petition and joins the plaintiff in asking a Judgment of partition of said land, and according to the interests as stated above,

Defendant, being of the opinion, that said land cannot well be divided, in natura without injury to the interests of both parties asks the Court to order the sale of said land in the Judgment of Partition

Defendant further in answer to plaintiffs petition states that ever since the 21st of March 1860, on which day ~~said~~ the undivided half of said land was deeded to plaintiff, ~~he, plaintiff~~ has as since about that day plaintiff has had actual possession and the use of the whole of said land, and hence has enjoyed the

undivided half of said land, belonging to defendant since the time aforesaid, that plaintiff has never paid defendant any rent whatever for the use of his half of the land, that the yearly rent of the whole of said land is worth \$100, and defendant therefore claims of plaintiff \$50. rent for the use of his interest in said land for every year since said last time, making \$350. for which defendant asks judgment against plaintiff.

Defendant further states, that plaintiff since the time aforesaid, about the 21st of March 1860, has cut on said land besides ordinary estovers, good, standing cedar wood (about cedar trees) valuable as posts, and carried off from said land and sold the same; that the value of said trees is dollars, and that one half of said amount, to wit dollars plaintiff is owing to defendant, for which defendant asks judgment against plaintiff.

And defendant finally asks the court to order, that the amounts aforesaid, for which judgments are asked, as well as the interests on the same be

deducted from the purchase money
which may fall to plaintiff as his share
and paid over to defendant.

Thomas & Shivers

Atty for defd.

Samuel Herrington, attorney in
fact of defendant, being sworn, says,
that the foregoing answer and the
matters as therein stated to be
true to be true.

Sworn to and sub. &
scribed before me
this 2^d day of October
1866.

Henry F. Shivers
Notary public.

Wm. L. Garrison

at
Leeds Greenham

Parish Green

Green

—

Wm. L. Garrison

Samuel A. May
Clerk

William G. Manion, - Plaintiff } In the Circuit
 Against } Court of Jefferson
 Elias Wideman, - Defendant } County Missouri

The Plaintiff, for Replication to the Answer of Defendant, admits he has had the use of the Land described in his Original Petition since the 21st of March 1860, but he denies that the rent of said premises is worth 100 dollars a year, - He states that by reason of the improvements made on said premises by Plaintiff since he took possession, the use of said premises would be worth about sixty dollars a year, - one half of which, Plaintiff is willing to account for. But, Plaintiff states that after he acquired title to the one half of said Land on 21st March 1860, he has made valuable and lasting improvements on the same, as follows, To wit, he built a Comfortable Dwelling ^{16 00} thereon, worth three hundred ~~XXX~~ dollars, - two Corn Cribbs of the value of fifty dollars, - a Smoke house of the value of ~~fifty~~ ^{fifty} five dollars, - work done in clearing half acre & fencing garden, worth ~~twenty~~ ^{thirty} dollars, - Fencing horse Lot \$15.⁰⁰ - making rails & fencing calf Lot, \$5.⁰⁰ - making rails and repairing fences on the place, one hundred & twenty dollars, - work done on the bank to keep the Creek out of the field \$10.⁰⁰ - work done on the bank, to keep the Creek that runs through the field in the old channel \$10.⁰⁰ Fencing in the yard around the House \$3, and work done on the ^{& building} stable of the value of \$15 - the orchard, \$5 - making the total value of ^{six} ~~three~~ hundred ~~seventy~~ ^{and fifteen} dollars, for the valuable & lasting improvements made on said

premises by the Plaintiff. One half of which amount, Plaintiff states he is entitled to be paid for out of Defendant's share of the proceeds of the sale of said Lands.

For further reply, Plaintiff admits he cut and hauled off from said Land a small amount of Cedar Trees; he does not remember how many, but, he is willing to account to Defendant for half the value of the amount so taken away by him. — But Plaintiff states that he is willing, and here offers to set-off one half of the value of his improvements on said premises, as aforesaid, against one half of the rents and profits of said premises, for the time Plaintiff has occupied the same, and also, the one half of the value of the Cedar trees taken therefrom by Plaintiff, as far as said rents & the half of the value of said Cedar trees extend; and Plaintiff claims that there will then be a balance in his favor of about ^{one} ~~two~~ hundred ^{& seven} ~~thirty~~ dollars, ^{and fifty cents,} and for which, Plaintiff asks judgment against Defendant, and that said balance when ascertained be deducted from Defendant's share of the proceeds of the sale of said Lands.

Abner Green
Attorney for Plaintiff

William G. Mannion, plaintiff, makes oath and says the above Replication and the matters therein as stated he believes to be true.

Sworn and subscribed } W^m G. Mannion
before me this 5th day of }
November 1866 }
Samuel A. Kipp, Clerk

In Circuit Court
Jefferson County
William S. Harris
vs.
Elias Freeman
Defendants

Filed Nov 3rd 1866.
Samuel M. Peeples
Clerk

State of Missouri } In the circuit Court
County of Jefferson } November 16 A.D. 1866.

Among other proceedings had this day in said court the following remains of record to wit

William L. Marion Plaintiff } In partition
Against } Order of Sale.
Elias Wideman Defendant } Now this day comes the parties, Plaintiff and Defendant herewith and the Defendants answer hereto filed setting up no issue, but admits that the respective rights and interests of Plaintiff and Defendant are correctly set out and joins in asking for an order of sale for said lands and the agreements made and entered into by Plaintiff and Defendant and this cause coming on to be heard upon the petition and evidence submitted by said plaintiff, the court doth find that the said plaintiff and Defendant are the said owners and interested as tenants in common in the real Estate and premises in the petition of Plaintiff described as follows a tract of Two hundred and twenty acres more or less being part of the United States Survey No 872 in township Forty one of Range Three East and which was confirmed to John Wideman and is bounded on the West by lands formerly owned by Mark Wideman on the south by Big River on the south East by lands formerly owned by Mark Wideman

on the north by lands formerly owned by Jacob
Wideman in the following propositions and shares
the said plaintiff is the owner of one half of the
above land and that the defendant is owner of one
half the above land, and it appearing to the
satisfaction of the court, that partition in kind
of premises cannot be made without great prej-
dice to the said owners. It is ordered by the court
and decreed by the court that the Sheriff of
Jefferson County do proceed to sell the said
land herein before described at Public Vendue to
the highest bidder for twenty per cent of the
purchase money in cash and the residue in twelve
months and for the deferred payment. he take
from the purchaser or purchasers a bond or note
with good security bearing ten per cent interest from
date. That said sale - take place on some day
during the session of the Circuit Court of said
County and be governed in all things in the
same manner as ~~required~~ by law for sales
of real estate under Executions. Notice thereof
being given by said sheriff in the manner pre-
scribed by law. for such sales and pay over the
proceeds of such sales to the parties hereto ac-
cording to their respective rights and interests there
in as is here ascertained by the court and ma-
ke report of his proceedings herein to the Court
and this Cause is Continued

2214

Manning
in
Middletown
order date

William G. Marion }
vs, Plaintiff } In the Circuit Court
Elias Wideman } Defendant } Jefferson County

It is hereby agreed between Plaintiff and Defendant in the above cause, that the improvements made by Plaintiff on the premises in partition in the above cause shall be set-off against the use of the Land for the time he has occupied it as a full compensation for the Rents claimed by Defendant in his Answer, - and that Plaintiff shall pay Defendant forty dollars in full satisfaction for the cedar timber he has taken from said premises, as set up in said Answer, - and that Land be sold by order of the Court for the purpose of partition according to the rights of the parties as set forth in the petition.

Witness our hands this 16th day of
November 1866,

William G. Marion
By A. Green, & Jas. C. Power his
Attorneys.

Thomas D. Ahlberg
Atty for Defendant.

Wm. L. Manion
against

Edw. Dickinson

Filed Nov-16 1866,
Samuel A. Davenport

State of Missouri } In the Circuit Court
County of Jefferson } November 16th 1866

Among the proceedings have this day
in said Court the following remains of record to wit

William G. Marriam - Plaintiff } In partition
Against } Order of Sale
Elias Wideman - Defendant } Now at this day
comes the parties Plaintiff ^{and} Defendant. Herein ^{and} the
defendants answer heretofore filed setting up no issue
but admit that the respective rights ^{and} interests of
Plaintiff ^{and} defendants are correctly set out adjoined in asking
for an order of sale for said lands ^{and} the agreement
made ^{and} entered into by plaintiff ^{and} defendants ^{and} this
cause coming on to be heard upon the petition ^{and}
evidence submitted by said plaintiff. The court
doth find that said Plaintiff ^{and} Defendant are the
owners ^{and} interested as tenants in common in the
Real Estate and premises in the petition of Plain-
tiff described as follows tract of Two hundred
^{and} Twenty acres more or less being part of the United
States survey No 872 in Township forty one of
Range three East and which was confirmed by
to John Wideman and is bounded on the West
by lands formerly owned by Mark Wideman
on the South by Big River on the south East
by lands formerly owned by Mark Wideman
on the North by lands formerly owned by Jacob
Wideman in the following proportions ^{and}

Shares, The said plaintiff is the owner of one half
of the above land and that the Defendant is the owner
of one half of the above land and it appearing to the
satisfaction of the Court—that partition in kind of
premises cannot be made without great prejudice
to the said owners. It is ordered and decreed by the
Court—that the Sheriff of Jefferson County do
proceed to sell the said land hereinbefore described
at public vendue to the highest bidder for twenty per cent
of the purchase money in cash and the residue in twelve
months and for the deferred payment he take from the
purchaser or purchasers a bond or note with good
security bearing six per cent interest per annum
from date that said sale take place on some day
during the session of the Circuit Court of said
County and be governed in all things in the same
manner required by law for sales of Real Estate
under executions Notice thereof being given by
said Sheriff in the manner prescribed by law for
such sale and pay over the proceeds of such sale to
the parties hereto according to their respective rights
and interests there in as is here ascertained by the Court
and make report of his proceedings here in to the
Court and this Cause is continued

State of Missouri }
County of Jefferson } I, the undersigned clerk
of the Circuit Court within and for the County

aforsaid do hereby certify that the foregoing is a full true and complete copy of the judgment of Partition, and Order of Sale ~~refused~~ rendered in the above entitled cause, as fully as the same remains and appears of Record in said Court in my office in Book No 5 pages

In Testimony Whereof I have hereto set my hand and affixed the seal of said Court at office in Hillsboro this 31st day of January A. D. 1867

Chas. F. Hooley clk. Cir. Ct.

Sheriff Sale in Partition.

IN the Circuit Court of Jefferson county, Mo. William G. Manion, plaintiff, against Elias Wideman, defendant. By virtue and authority of an order made by the Circuit Court of the county of Jefferson, State of Missouri, at its November term, A. D. 1865, I will on the 8th day of May next, 1867, at the court house door, in the town of Hillsboro, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon of that day, offer for sale at public auction to the highest bidder, the following described land or real estate, to-wit:

A tract of two hundred and twenty acres, more or less, being part of the United States survey No. 872, in township forty-one of range 3 east, and which was confirmed to John Wideman, and is bounded on the west by lands formerly owned by Mark Wideman, on the south by Big River, on the south-east by lands formerly owned by Mark Wideman, on the north by lands formerly owned by Jacob Wideman, situated in the county of Jefferson and State of Missouri.

For the purpose of making partition between said parties, for which the purchaser will be required to pay twenty per cent. of the purchase money in hand at the time of sale, the balance in twelve months; the purchaser giving his bond with approved security, bearing interest at the rate of six per cent. per annum from date. Dated this first day of April, 1867.

14 JOHN W. LLIAMS, Sheriff.

Jefferson Air Court
May Term 1867

William A. Morrison
vs { Under of Sale
Elias Wickmann

Filed May 16th 1867
E. J. Horney Clerk

*Printed Feb 7, 1867
Revised Day.*

State of Missouri, COUNTY OF JEFFERSON.

Be it Remembered, That on this *10th* day of *May* A. D. 1867, before me, the undersigned Clerk of the *County*. Court of Jefferson county, came **Chas. A. Clark**, who being by me duly sworn, says that the annexed advertisement was published in the **JEFFERSON COUNTY LEADER**, a newspaper printed and published in the town of Hillsboro, in said county, of which he is printer, for *five* times, the first insertion being on the *5th* day of *April*, 1867, and the last on the *3d* day of *May*, 1867, as follows, to-wit:

Court of *Jefferson County*, Missouri, at its November Term, 1866, I will on the 8th day of May 1867, at the court house door, in the town of Hillsboro, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon of that day, offer for sale at public auction to the highest bidder, the following described land or real estate, to-wit:

A tract of two hundred and twenty acres, more or less, being part of the United States survey No. 872, in township forty-one of range 8 east, and which was confirmed to John Wideman, and is bounded on the west by lands formerly owned by Mark Wideman, on the south by Big River, on the southeast by lands formerly owned by Mark Wideman, on the north by lands formerly owned by Jacob Wideman, situated in the county of Jefferson and State of Missouri.

In No. 14,	<i>April 5,</i>	1867.
In No. 15,	"	12, 1867.
In No. 16,	"	17, 1867.
In No. 17,	"	26, 1867.
In No. 18,	<i>May 3,</i>	1867.
In No. ,		186..

Chas. A. Clark,

Sworn to by me, Clerk of the County of Jefferson and State of Missouri.

10th day of *May*, 1867.

Wm. M. Clark

For the purpose of making partition between said parties, for which the purchaser will be required to pay twenty per cent. of the purchase money in hand at the time of sale, the balance in twelve months; the purchaser giving his bond with approved security, bearing interest at the rate of six per cent. per annum from date. Dated this first day of April, 1867.

William G. Manion }
against }
Elias Wideman }

Report of Sale
In the Circuit Court of Jeff. Co Mo
May Term 1867.

To the Hon. Circuit Court of Jefferson County Missouri
The undersigned Sheriff of Jefferson County would respectfully report that in obedience to the annexed Order of Sale issued from the office of the Clerk of the Circuit Court - that having previously given not less than Twenty days notice of the time, terms and place of sale and what Real Estate was to be sold and where situate, - by Advertisement in the Jefferson County Leader - a newspaper published in said County - a copy of which advertisement is herewith returned and makes a part of this report. - I did agreeable with said advertisement at the Court house door in the town of Hillsboro between the hours of nine O'clock in the forenoon and five O'clock in the afternoon of said day, and during the session of the Circuit Court of said County at the May term thereof for the year A D 1867. - expose to sale at public Auction the following described Real Estate situate in said County To Wit:
A tract of 220 acres more or less, being part of the U.S. Survey No 872, in township 41 of range 3 east, and which was confirmed to John Wideman, and is bounded on the west by lands formerly owned by Mark Wideman, on the south by Big River, on the south east by lands formerly owned by Mark Wideman, on the north by lands formerly owned by Jacob. Wideman, and Wm G. Manion was then and there the highest and last bidder for the above described land at the price and sum of sixteen hundred Dollars.

John Williams Sheriff

Wm G. Marvin
a partner
Elias Mideman
Report of Sale.

William G. Manion } In the Circuit
vs. } ~~Circuit~~ Court of
Elias Wideman } Jefferson County,
May Term 1867

The Plaintiff states that the Land heretofore ordered for sale, on partition, in the above cause, was this 8th day of May 1867, sold by the Sheriff, and bought by the Plaintiff for 1600 dollars, - but since then the Plaintiff believes from information received that said Elias Wideman has been dead some months before the sale took place, Plaintiff therefore asks the Court to order that said sale of the ^{land} aforesaid, & particularly described in plaintiff's petition, be set aside and vacated as being illegal and void.

William G. Manion
By Abner Green his
Attorney

In the Circuit Court
of Jefferson County

William S. Harrison

vs,

Oliver Watson

Motion

to set aside the
sale of land

Filed May 8 1867

18

State of Missouri, COUNTY OF JEFFERSON.

Be it Remembered, That on this day of A.D. 186., before me, the undersigned Clerk of the Court of Jefferson county, came ~~Chas. A. Clark~~ ^{Chas. A. Clark}, who being by me duly sworn, says that the annexed advertisement was published in the **JEFFERSON COUNTY LEADER**, a newspaper printed and published in the town of Hillsboro, in said county, of which he is printer, for times, the first insertion being on the day of 186.f, and the last on the day of 186.f as follows, to-wit:

Order of Publication.

IN the Jefferson Circuit Court, in vacation
March 4th, 1868. For partition.
Wm. G. Manion vs Elias Wideman now deceased

The State of Missouri to Margaret Wideman, Jasper McKee and Mary his wife, and Lucy Adeline Brown, and Larkin McGee, and Amanda his wife:—You are hereby cited to appear before the Hon Judge of our Circuit Court, within and for said county, on the fourth day of May next, then and there to show cause, if any you have, why you should not be made parties defendant in said cause of action as the heirs and legal representatives of Elias Wideman deceased; and also to show cause, if any you have, why the judgment of partition rendered and order of sale made at the November term 1866, of said Circuit Court, should not be renewed and revived; and if sufficient cause be not shown again to the renewal of said order of sale, on or before the sixth day of said May term, the same shall stand revived.

A true copy from the record. Witness my hand and the seal of said Court [seal] at office, this March 4th, 1868.

ELIAS F. HONEY, Clerk,
Per C.T. Horine.

In No. 10,	Mar. 6	186.f
In No. 11,	" 13	186.f
In No. 12,	" 19	186.f
In No. 13,	" 26	186.f
In No. 14,	April 2	186.f
In No. 1		186..

Chas. A. Clark

ie, this day of 186..

Received Payment.

Manion
-vs-
Wideman

William G. Manion
against
Elias Wideman

} Report of Sale
} In the Circuit Court
} November Term 1868

To the Hon. Circuit Court of Jefferson County Mo.
The undersigned Sheriff of Jefferson County would respectfully report, that in obedience to the annexed order of Sale, issued from the Office of the Clerk of said Court, that having previously given not less than twenty days notice of the time, ~~to~~ us and place of Sale, and what Real Estate was to be sold and where situate, as the law directs by Advertisement in the Jefferson County Leader, a newspaper published in said County, a copy of which Advertisement is herewith filed and makes part of this report, I did agreeable with said Advertisement at the Court House door in Hillsboro on Friday the Twentieth day of November AD 1868 between the hours of Nine O'clock in the forenoon and Five O'clock in the afternoon of said day, and during the session of the Circuit Court for said County, at the November term thereof, for the year Eighteen hundred and sixty eight expose to sale at public Auction the following described Real Estate, situate in said County To Wit: a tract of 220 acres being pt of Survey 872 - Town 41 - range 3 east and which was confirmed to John Wideman; is bounded on the west by lands formerly owned by Mark Wideman; on the South by Big river on the Southeast by lands formerly owned by

Jacob Wideman and at said sale Wm G. Manion
was then and there the highest and last bidder for
the above described land at the price and sum of
Three hundred Dollars, of which sum he has to me
in hand paid 20 per cent and has given his note
for the balance (with approved security) as required
by terms of sale. And this report is respectfully
submitted

John Williams Sheriff.

State of Missouri, COUNTY OF JEFFERSON.

Be it Remembered, That on this 21 day of November A. D. 1868, before me, the undersigned Clerk of the County Court of Jefferson county, came Chas. A. Chas. who being by me duly sworn, says that the annexed advertisement was published in the **JEFFERSON COUNTY LEADER**, a newspaper printed and published in the town of Hillsboro, in said county, of which he is printer, for 4 times, the first insertion being on the 9 day of October 1868, and the last on the 13 day of November 1868, as follows, to-wit:

SHERIFF SALE IN PARTITION.

In the Circuit Court of Jefferson Co., Mo.
William G. Manion, vs. Elias Wideman.

By virtue and authority of a renewed order made by the Circuit Court of the county of Jefferson, State of Missouri, at its May term, A. D. 1868, I will on the twentieth day of November, 1868, at the Court House door, in the town of Hillsboro, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon of that day offer for sale at public auction to the highest bidder, the following described land or real estate, to-wit: a tract of 220 acres, more or less, being part of United States survey 872, township 41, range 3 east, and which was confirmed to John Wideman; its bounded on the west by lands formerly owned by Mark Wideman; on the south by Big river; on the southeast by lands formerly owned by Jacob Wideman, situated in Jefferson county, State of Missouri.

For the purpose of making partition between said parties, for which the purchaser will be required to pay twenty per cent of the purchase money in hand at the time of sale, the balance in twelve months the purchaser giving his bond, with approved security, bearing interest at the rate of six per cent per annum from date, this thirteenth day of October, 1868.

JOHN WILLIAMS, Sheriff.

In No. 43,	October 23	1868.
In No. 44,	"	30 1868.
In No. 45,	November 6	1868.
In No. 46,	"	13 1868.
In No. ,		186..
In No. ,		186..

Chas. A. Chas.
John Williams
 of 1868.

Printer's

State of Michigan } In the Jefferson Circuit Court,
County of Jefferson } May 22nd 1868

The following proceedings were
had to wit;

William G. Manion } In Partition
Elias Wideman } Renewed order of Sale,

Now at this day come the parties afore-
said by their respective attorneys, and it ap-
pearing to the court, that publication has
been made citing the unknown heirs or ad-
ministrator of Elias Wideman dec^d to appear
and answer the petition of Plaintiff, and
that said heirs and administrator being three
times ^{though duly notified by publication of aforesaid} solemnly come not, but make default.
It is thereupon ordered by the court that said
default be entered, And it further appear-
ing to the court, that the order of sale herein
made at the November Term 1866 of this
court, on the 8th day of May 1867 in Term time
on the death of Defendant being suggested,
set aside and for naught held. It is there-
upon ordered by the court that a renewed
order of sale be made directing the Sheriff
of Jefferson County to again advertise
and proceed to sell the land in plain-
tiff's petition described to wit; A tract
of two hundred and twenty acres more or
less being part of United States Survey No 872

in Township forty one of Range Three East
and which was confirmed to John Wideman
and is bounded on the west by lands formerly
owned by Mark Wideman on the South by
Big River on the South East by lands for-
merly owned by Jacob Wideman situate
in Jefferson County, Missouri. And the court
proceeding to adjust and settle the rights
and interests of said parties in and to said
Land doth declare the same as follows:
That said Plaintiff William O. Marion is
entitled to the undivided one half of said Land
That the said Elias Wideman (or his unknown
heirs) is entitled to an undivided one half of
said Land, And it appearing to the court
that partition and division thereof, ^{in kind} cannot
be made without great prejudice to the
owners thereof, It is thereupon ordered ad-
judged and decreed that partition and division
thereof be made, and that the Sheriff of said
Jefferson County again advertise and pro-
ceed to sell said Real Estate at public
auction to the highest bidder for twenty per-
cent of the purchase money in cash and
the residue in twelve months and for the
deferred payment take a bond or note
from the purchaser or purchasers
thereof with approved security bearing

interest at the rate of six per cent per annum, and that said sale take place on some day during the session of the circuit court for said Jefferson County, and be governed by the same regulations prescribed by law for sales of Real Estate under execution, notice thereof being given by said Sheriff in the same manner as provided by law for such sales and bring into court the proceeds of said sale to abide the further order of the Court herein.

A true copy from the record,

Witness my hand and the seal of
said Court at office in Hillston
This June 22nd 1868.

Chas D Honey Clerk
By *W H H* Secy

2214

William G. Mannin
vs
Oliver Anderson
order of sale



"William G. Mannin
vs
Oliver Anderson

To all to whom these presents shall come, I, John
Williams late Sheriff of Jefferson County, ^{State of Missouri} send Greeting
Whereas, in certain proceedings in the Circuit Court
of said County in the State of Missouri, upon the peti-
tion of William G. Mauion
against Elias Wideman

Defendants, an order was made and entered by said
Court, directing the Sheriff of said County of Jefferson
to expose to sale at Public Outcry to the highest bidder
the land and premises in said petition, and order
mentioned and described and sought to be divided
a copy of which order duly certified was to me said
Sheriff delivered and is now returned, and on file
with the papers in the cause, in the office of the
Clerk of said Court, reference to which and the
record of said Court will more fully appear, and
having previously given twenty days notice of the
time, terms and place of sale, and what Real Estate
was to be sold, and where situate, as the law
directs by Advertisement in the "Jefferson
County Leader" a newspaper ^{at that time} published in said
County. - a copy of which Advertisement is
also returned and on file with the papers in
said Cause, and make a part of the report made
by me to said Court of said sale, I did on the
Twentieth day of November, A.D. 1868 Eighteen
hundred and sixty eight at the Court House door

in shillbros between the hours of Nine O'clock in the forenoon and five in the Afternoon of said day sell at Public Vendue to the highest bidder the following described Real Estate in said order and Advertisement mentioned. To wit: A tract of 220 acres, more or less, being part of United States Survey 872, township 41 range 3 east, and which was confirmed to John Wideman; is bounded on the west by lands formerly owned by Mark Wideman; on the south by Big River, on the South east by lands formerly owned by Jacob Wideman^{4d} situate in Jefferson County Mo and at said sale Wm G. Mauion was then and there the highest and last bidder for the above described Real Estate the same was stricken off and sold to him at and for ~~the~~ sum of Three Hundred ⁰⁰/₁₀₀ Dollars, all of which proceedings were by me reported to, and by said Court were approved and affirmed. —

Now Therefore Know Ye, That, I John Williams late Sheriff as aforesaid in consideration of the premises, and of the said sum of money to me paid by the said William G. Mauion

The receipt of which I hereby acknowledge, have transferred, sold and conveyed, unto the said William G. Mauion

all the right, title, claim, interest and estate of said parties in Partition, both Plaintiff and Defendant, of, in and to the premises





heretofore described, that I could sell as such
Sheriff, by virtue of the power in me vested, and by
virtue of said Order of Sale and Advertisement;

To Have and To Hold the same together with
all the rights, privileges and appurtenances
to the same belonging or in any wise appertaining
to him the said William G. Manion
his heirs and assigns forever. — In Testimony
Whereof I have hereunto signed my name and
affixed my seal this Eighteenth day of March
A.D. 1870.

John Williams late Sheriff Seal

Ann & Merriam

May June 1867

Eliza Wickenden

The Miller

Samuel McPherson Clerk, ord. Dec. 50th copy ord. 100

ord. Dec. 35 copy ord. 85th

E. J. Wemy Clerk

ord. Dec. 10th 1867 ord. Dec. 100

Gen. ord. copy ord. 1,200 Dec. 20 Dec. 10, 150

At Green, atty. Edmund

Sturges Dec. 30th

8 8 8 8

1 50

1 20 2 70

1 35

1 50 2 85

75 00 75 00

5 80

~~8~~ 81 05

W. G. Marion

to
Elias Holman

For Bill