

Jefferson County Circuit +
Case file - Circl

Box

19

Folder 75

November 1867, No. 104

Johnson, Silas

vs

Buer, John, L.

Vineyard, Charles

Promissory Note

Debt \$150

Twelve months after date
we or either of us promise
to pay Silas R. Johnston
the sum of one hundred
and fifty Dollars for value
received of him, Bearing
interest at the rate of ten
per cent per annum from
date. this June 14th 1866

John C. Bowes
Charles Ringard



Silas Johnson, Plaintiff }
Against } In the Superior
John C. Power and } Circuit Court
Charles Vineyard } Nov Term 1867.
Defendants }

Plaintiff states that defendants by their promissory note herewith filed dated June 14th 1866, promised for value received to pay Plaintiff the sum of one hundred and fifty dollars, twelve months after the date thereof, with and the interest thereon are yet due Plaintiff for which he asks judgment.

John L. Thomas
Atty for Plaintiff.

Wes Johnson

in

John E. Dwyer et al

Petition on merits

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 *John C. Power*
and *Charles Vinyard*

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* ~~the~~
~~fourth Monday~~ of *November* next, then and there to answer unto
Silas Johnson

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
thirtieth day of *September* A.D. 1867

Elias F. Honey

Clerk Circuit Court.

By *C. J. Irvine* Dep't

210107

2575

JEFFERSON CIRCUIT COURT.

November Term, 1867

Charles Johns on

vs

John C. Potter

vs

(original)

John Williams

Sheriff fee \$2.00

I executed this Writ in Jefferson County
on the 8th day of October 1867 on John
C. Potter by delivering to him a true copy
of this Writ and Petition and on Charles
Vinyard by delivering to him a true
copy of this Writ as furnished by the
Clerk

John Williams
Sheriff

Silas Johnson, - Plaintiff } In the Circuit
 Against } Court, Jefferson
 John C. Power, and }
 Charles Vinyard & Defendants, }
 son County

The Defendants admit they executed to Silas Johnson, on the 14th day of June 1866, the promissory Note, mentioned in Plaintiff's Petition, payable twelve months after date, but they deny that they owe the Plaintiff the sum of one hundred fifty dollars, on said Note, or any sum whatever. Defendants state that on, or about the 20th day of September 1866, E. M. Jennings being indebted to John C. Power (one of Defendants) in the sum of One hundred and ninety dollars, for land bought of him, it was mutually agreed by and between said Silas Johnson, E. M. Jennings, and John C. Power, that said Jennings should pay the aforesaid Note of Plaintiff against these Defendants, and that said Power would credit and release said Jennings for the same amount so to be paid to said Silas Johnson, who then and there agreed with said Power, & Jennings, to ^{accept and} receive said sum of money from Jennings, and release Power from the payment of said Note, - This agreement being fully assented to by said parties, the Plaintiff expressly promised said Power to deliver up to him the aforesaid Note (it not being at hand then) at a future day, and ^{agreed to accept and} expressly to take said Jennings for the ^{in lieu of said Power, and to release him therefrom} amount of said Note, - ~~And~~ And said Jennings then & there promised to pay the same to Plaintiff, And Defendants aver that Plaintiff did in pursuance of said agreement ^{accept} ~~receive~~ the claim of said

Jennings in full satisfaction of the Note and interest thereon, mentioned in Plaintiff's Petition, - and that John C. Power thereupon credited the said Jennings on his indebtedness, for the same amount, - and who has since paid said Power the balance of his debt, - about \$40.⁰⁰, reserving the balance, - \$150.⁰⁰ for Plaintiff, in pursuance of said agreement, - And so these Defendants say that their original indebtedness to Plaintiff on said Note, became extinguished by the transfer of ~~debt~~ as aforesaid, - and ^{they} deny that they owe Plaintiff \$150.⁰⁰, on said Note, or any sum whatever.



Abner Green
Attorney for Defendants

In Circuit Court
Jefferson County

Wm Johnson

vs.

John E. Powell
Charles Brinkard

Answer
of Defts

Filed Nov 8 1863
C. Hickney clk

COUNTY OF JEFFERSON,

The State of Missouri,
To Fred Rutz, Edward Weil

You are Hereby Comanded, That setting aside all manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the ~~1867~~ *Monday 15th Nov* 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 *Silas Johnson*

Plaintiff, and *John C. Pinner & Lewis Wengard*

Defendant, on the part of *defendant* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court, with the seal thereof hereto affixed, at office, this *13th* day of *Novr* A. D. 186*7*.

Elias F. Honey (Notk.)

SUBPŒNA.

TO

Jefferson Circuit Court

Nov. TERM, 1867

Silas Johnston

vs

Power & Vinyard

for debt

Fred. Butz
Edw. Hill

John Williams

Sheriff's fees \$ 1.00

By recited the within & upon at Jefferson County
Sho on Noel Butz and Edw Hill on the
13th day of Nov 1867 by Reaching the same in
their presence and hearing the same in

John Williams Sheriff
By C. Davis Constable

Silas Johnson, Plaintiff
Against
John C. Power et al.
Defendants

In the Jefferson Circuit
Court.

Now at this day comes said Plaintiff & for
repetition to the new matter set up in deft's
answer denies that he ever entered into an
agreement with E. M. Jennings & John C.
Power for said Jennings to Plaintiff the
amount due him from Power & Vineyard
on said note and to release said Power
& Vineyard from the payment thereof
as is in said answer charged.

John L. Thomas
Att'y for Plaintiff

Allen Johnson

2

Power & Vineyard

Replication

Price was 10 cents
C. H. Keweenaw

COUNTY OF JEFFERSON.

The State of Missouri,

To

Admnd Will. H. R. D. Cant & M. D. D. Cant

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 *19th day of May 1868* 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 *Eliza Johnson* is

Plaintiff, and

Jas. C. Dutton & Chas. Langdale is

Defendant, on the part of

Defendant

and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court, with the seal thereof hereto affixed, at office, this *2nd* day of *April* . . . A. D. 1868.

Elias F. Honey

Clerk.

For Chas. D. D. Cant

SUBPŒNA.

TO

Jefferson Circuit Court

May TERM, 1867.

Silas Johnson

vs.
Jno C Power and
Chas Vineyard

For Defts.

Ex Hic +

Dr Carol X

W Bissett +

Ex Bortz +

John Williams
Sheriff

\$200

I serve the within in Jefferson County Mo on
the 20th Day of September 1867 on and while on leave
to J. C. Power and Chas Vineyard
The same to each of them

John Williams
Sheriff

COUNTY OF JEFFERSON.

The State of Missouri,

To

J. B. Weaver & Charles H. Weaver

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 19th day of May 1868, 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

the Plaintiff is

Plaintiff, and J. B. Weaver & Charles H. Weaver are

Defendants, on the part of

Charles H. Hill

and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court, with the seal thereof hereto affixed, at office, this 29th day of April, A. D. 1868.

Elias F. Honey Clerk.

Per C. J. Smith

SUBPŒNA.

TO
Jefferson Circuit Court

May TERM, 1868

Johnson
vs
Robert Vanland

For Debt

L. Johnson
vs
Robert

John Williams
Sheriff fee \$1.00

I certify the within is a copy of the return made
on the 16th day of May 1868 in
Jefferson and Jas. J. Theiler by Theiler
The same.

John Williams
Sheriff

County of Jefferson, ss.

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson, Greeting:

We command you to attach *Ed Will & Fred Poole*
by their

body, and safely keep, so that you have *Their* body before our *Honorable*
Circuit Court, *forthwith*

then and there to answer a contempt by *them* committed, in not attending said
Court as *Witnesses* after being
duly Summoned to do so. *Herein fail not, and have you then there this writ.*

Witness ELIAS F. HONEY, Clerk of our said Circuit Court,
with the seal thereof hereunto affixed, this *20th*
day of *May* A. D. 1868

Elias F. Honey
CLERK.
J. P. Davis

TO THE CIRCUIT COURT OF

JEFFERSON COUNTY.

May Term, 186

John
Ingram

THE STATE OF MISSOURI

County of Jefferson, ss.

~~Filed~~ Johnson

21

Power & Vineyard

Unless the Court finds from the evidence that Johnson released Power and Vineyard from the payment of the note sued on and agreed with both Power & Jennings to accept Jennings only as his debtor, then the Judgment should be for the Plaintiff.

Woud not have felt at liberty to sell without
applying

John O'Fallon,

acquainted with M & J.

They came down two years ago. I agreed
to let them have the property a small mill
mill - a, horse house mill, small
mill, pair, harness & 1 time horse
wagon. I agreed to let them have
the & give bill back

Considered my property until paid
for.

Gone several months.

To pay me \$27.00 - \$500 for share
of, mill, \$100 for mill, wagon 75¢
harness 25¢. They never paid except
\$100 of \$500, no time on corn

John offered \$100 & I offered \$200.
X

Left for Santa - in Jan \$65. I took
notes \$27.00 \$3.00 - each note, I don't
know, when & return notes

If the jury believe from the evidence
that ^{defendant} bought the property in Contravention
of Moody and Loring, and that said
defendant had no knowledge of any
claim of the plaintiff to such property
they will find for defendant.

If the jury believe from the evidence
that the plaintiff had sold the
property to Moody and Loring and
that he held a lien on said property
for the purchase money, at the time
the defendant bought said property,
but was paid in full for the same
before this suit was brought, they will
find for defendant,

August Weber

vs

John W. A. Miller

{

If the Jury believe

Some game receipts, $\div \div \div \div \div$ Have
some sun notes. $\div \div \div \div$

whating - but same note. back

I heard him say after that
he had settled with Perry &

Travis & was paid up.

Went in poor condition, any
more, & the old - not worth
\$200 - wagon worth, more worth
\$45 - don't know how much.

Silas Johnson
vs
John L. Power &
Charles Vinyard

The Defendants move the Court
to set aside the verdict & Judgment
and grant a New trial in the above
cause, for the following reasons

- 1 - Because the Court admitted im-
proper & illegal testimony
- 2 - Because the Court gave illegal &
improper instructions for Plaintiff
- 3 - Because the Court refused proper
and legal instructions asked by the
the Defendants
- 4 - Because the finding of the Court
was contrary to the evidence
- 5 - Because the Judgment of the
was for the Plaintiff, when it
should have been for the De-
fendants.

Agreed &
J. J. Williams
Attorney for Defendants

Johnson
vs
Dunlap and Pomeroy

Motion for new
trial

Filed May 22 1868,
D. C. Henry et al,

overruled

" Silas Johnson, } bor Retff,
 Jno Porter & Chas Vinard } Judgt. A May 25 1868, Book 5 p 599,
 Dur \$ 178.45- \$ 178.45
 A Money clk, cop pet, 15^c exs. 50^c mit \$1. 20p 20^c \$ 1.75
 " ant 20^c Rep 20^c dock 10^c files 25^c Ind 15^c Judgt, 50^c Sub 35^c 1.85
 Ind to Judgt, 10^c, org 20^c, Bill Ex 35^c ant appeal 35^c org 20^c 1.20
 motion 20^c rule 20^c 3 Spas. 50^c, 2 attach for writ \$1. 2.15
 making costs, 30^c, 4.13. 10^c, ... 80uths 40^c .80
 \$ 7.70
 \$ 7.75

John Williams Sheriff sero 2 deft. \$ 2.00
 sero 8 Spas. \$4 calls, 40^c 4.40 \$ 6.40

Witnesses

Edmund Hill	3 days	9 miles	\$ 3.72	
W. B. Gans	3 --	9 miles	3.72	
Geo. B. Gans	2 "	8 "	3.72	
C. D. Horne,	1 "		1.00	\$ 12.16
				25.06

178.45
 25.06
 \$ 203.51

Johnson
to
James A. King and
" "

The Bill # 203, 31