

Jefferson County Circuit Court
Case Files - Civil
November 1868, No. 214

Box 22 Folder 62

Jewett, F. Sebastian

vs,

Mabee, John

Lease agreement

Defendant failed to leave hay and oats
on land when lease expired; \$1,350
damages; depositions from Illinois and
Massachusetts

This Indenture made the eighth day of September in the year of our Lord one thousand eight hundred and sixty two between F. Sebastian Jewett of Mount Vernon County of Jefferson and State of Illinois of the one part and John Mabee of the same place of the other part, Witnesseth; that the said F. Sebastian Jewett for and in consideration of the yearly rent and covenants hereinafter mentioned and reserved on the part and behalf of the said John Mabee his heirs executors and administrators to be paid kept and performed, hath demised set and to farm let, and by these presents doth demise, set and to farm let unto the said John Mabee his heirs and assigns all that certain messuages or tenement tract, piece or parcel of land situate in Jefferson County aforesaid, being the North East fourth and the West half of the South East quarter & the East half of the South West quarter & the South half of the North East quarter and the South half of the North half of the North East quarter of Section Thirty one; and also the North half of the South West quarter of Section Sixteen all in Township Two South & Range Three East of the Third principal Meridian in Jefferson County and State of Illinois, together with all and singular the buildings improvements and other the premises hereby demised with the appurtenances. To have and to hold unto the said John Mabee his heirs and assigns from the Eighth day of September for and during the term of five years & fully to be completed and ended, the said F. Sebastian Jewett reserving to himself the right to cancel this Indenture at the expiration of one year, if not satisfied with the management of the property, the said John Mabee yielding and paying for the same unto the said F. Sebastian Jewett the yearly rent a sum of three hundred dollars, on the eighth day of September in each and every year during the term aforesaid, the first payment of which said yearly rent a sum of three hundred dollars

Filed for Record this 12th day of October AD 1863 at 9 o'clock AM

John S Bryan Clerk

is to be made on the eighth day of September AD 1863.

And it is furthermore agreed between the said John Mabree and the said F Sebastian Jewett, that the said Jewett leaves on the farm three hundred and seventy head of sheep three brood mares and two cows & yearling heifer, of which said Mabree shall be entitled to one half of the increase, which is to be divided at the expiration of this lease; he is also to have one third of the wool sheared from the sheep each spring all the wool to be shipped to Boston each year, subject to the order of said Jewett, In consideration of which advantages said Mabree is to take such care of said flock, summer & winter as will best insure their safety, growth & increase.

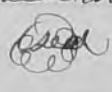
And at the expiration of the term aforesaid he the said John Mabree his heirs and assigns shall and will quietly & peaceably surrender & yield up the said demise premises with the appurtenances unto the said F Sebastian Jewett his heirs and assigns, in as good order & repair as the same now are, reasonable wear, tear and casualties which may happen by fire or otherwise only excepted, and when the premises are delivered up on the eighth day of September as aforesaid the said John Mabree agrees to leave the same amount of feed that is now in the barns, namely sixty five tons of hay and five hundred doz. of oats.

In witness whereof the said parties have hereunto set their hands & seals the day & year aforesaid

Witness	U.S. Int. Rev. Stamps to the amount of \$1.00 on this lease	F Sebastian Jewett	
T Anglen		John Mabree	

State of Illinois }
Jefferson County }

I Thompson Anglen a Justice of the Peace of said County do certify that F Sebastian Jewett and John Mabree whose signature appears to the foregoing deed and who is personally known to me to the person who subscribed and executed the same, did acknowledge the same to be his free act and deed. Given under my hand and seal this the 9 day of Oct 1862

T Anglen 

City of Leavenworth
J. S. Bennett

John M. Mabee

F. Sebastian Jewett, - Plaintiff } In the Circuit
Against } Court of Jefferson
John Mabee, - Defendant } County Missouri.
November Term 1868

The Plaintiff states that on the 8th day of September 1862, the Defendant executed under his hand and seal, as did also the Plaintiff, an agreement of that date, (herewith filed) by which the Plaintiff leased to the Defendant, for the term of five years from that date, the following described lands and tenements, situate in the County of Jefferson in the State of Illinois, to wit, The North East fourth, and the West half of the South East quarter, and the East half of the South West quarter, and the South half of the North East quarter, and the South half of the North half of the North East quarter of Section Thirty one, - and also the North half of the South West quarter of Section sixteen, all in Township Two South, and Range Three East of the Third Principal Meridian, - for the annual rent of three hundred dollars, payable on the 8th day of September in each year. Said Lease contains a provision allowing Plaintiff the right to cancel said Lease at any time after the expiration of one year, if he was not satisfied with the management of said property by the Defendant. And said Lease also contains among other things, a provision, that whenever the said premises should be

delivered up to Plaintiff, the said John Mabie should leave on the premises for Plaintiff the same amount of feed then in the barns, to wit, sixty five tons of hay and five hundred dozen sheaves of oats, - And Plaintiff states that in pursuance of said Lease he delivered the possession of said premises to the Defendant, who cultivated and occupied ~~the same~~ ^{said premises} under said Lease from the 8th day of September 1863, until the 18th day of April 1864, when he left said premises and yielded up the possession thereof to Plaintiff, And the Plaintiff states that he has duly kept and performed the Covenants and Conditions of said Lease on his part, But Plaintiff states that the Defendant ~~has failed~~ to keep and perform the Covenants and Conditions of said Lease on his part, but has committed a breach of the same in this, - that while he held possession of said premises he sold and disposed of all the hay and oats left on said premises, ^{where, he delivered the same to Defendant,} by Plaintiff amounting to sixty five tons of hay of the value eleven hundred and seventy dollars, and five hundred dozen sheaves of oats of the value of one hundred and eighty dollars, and converted the same to his own use, - and that afterwards, to wit, on the 18th day of April 1864, when Defendant yielded up the possession of said premises to Plaintiff the Defendant failed to leave on said premises for Plaintiff sixty five tons of hay, or five hundred dozen

sheaves of oats, or any part of either of said
articles of property, as by the Covenants, terms
and conditions of said Lease he was bound
to do. Plaintiff states that he has sustained
damages by reason of Defendants failing to comply
with the terms and conditions of said Lease as afore-
said, in the sum of thirteen hundred and fifty dollars,
and for which sum with interest thereon from
the 18th day of April 1864, Plaintiff asks Judgment.

Abner Green

Attorney for Plaintiff

In Circuit Court
Jefferson County

F. Sebastian Jewett

vs.

John Nabee

Petition

On Lease

Let summons
issue, Agree
for Deft

Filed Sept. 21st 1868,

E. J. Honey Clerk

I hereby bind myself to
stand as security for
all costs that may ac-
cure in this cause
this Sept 21st 1868.

Abner Green

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

John Maber

if he be found in your County, that
he be and appear before the Hon. Judge of our Circuit Court, on the
first day of the next term thereof, to be begun and held at the town of Hillsboro,
within and for the County of Jefferson, on the Seventh Monday after the
fourth Monday of September 1868 ~~and~~ then and there to answer unto

Sebastian Jewett

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
Twenty first day of September A. D. 1868,

Elias Honey

Clerk Circuit Court.

By *Thos Worin Esq*

697, 699, 689, 698, 703,
719, 720, —

6
10.223.175

Mo 2/14

TO

JEFFERSON CIRCUIT COURT.

Mo

Term, 1868,

W. S. Jewett

vs
John Mahee

original

John Williams
Sherriff fee

\$1.00

I Executed this Writ in Jefferson County Mo on
the 5th Day of October 1868 on John Mahee
by Delivering to him a true copy of this Writ
and Petition as furnished by the clerk

John Williams Sherriff

F. S. Jewett
vs
John Mabee } In the Circuit Court
of Jefferson County
Missouri

Defendant moves the
Court to make a rule on Plaintiff
to file a Bond to secure the Costs
in the above Cause for the
following reasons, viz,

1st Because Plaintiff is a non
resident of the State of Missouri

Jos. J. Williams
Atty. for Def.

J. S. Jewett
per
John Mabree

Motion for
Security for costs

Filed Nov 27 1868
E. P. Keney Clk

J. S. Jewett, - Plaintiff } In the
Against } Circuit Court
John Mabae, - Defendant } of Jefferson
} County Missouri
} Nov. Term 1868

I, Abner Green do hereby bind
myself to pay all costs that have
accrued, or that may accrue in the
above entitled Cause, the adjudged
against the Plaintiff.

Witness my hand this 27th day
of November 1868,
Abner Green

F. S. Jewett
1871.
John Makee

Security
over costs

Filed Nov 27 1868,
E. J. Honey ©

G. Sebastian, Jewett. Plff. } In the Circuit
vs } Court of Jefferson
John Mabee, Deft. } County Missouri

Defendant for answer to Plaintiff's Petition in this behalf Admits that ~~in~~ about the time as stated by Plaintiff he entered into an agreement or Lease by which Plaintiff Leased to Defendant the Real Estate described in his Petition for the Term of five years from the date thereof but Defendant avers that it is not true as stated that Plaintiff was authorized by the Terms of said Lease or agreement to Cancel the same at the expiration of one year from the date thereof or at any time before five years from the date thereof Except for waste or mismanagement of the premises by Defendant such as would result in permanent Damage of the Leased premises, admits that by said agreement Defendant was bound to pay \$300. per year Rent; - Defendant admits that said Lease or agreement contained a provision that at the expiration of five years from the making of said lease, ^{on the 8th of September} if he so long ~~continued~~ ~~was~~ continued in ~~his~~ possession of said premises, or if Plaintiff should Cancel said Lease at the end of one year ending Sept. 8th 1863 in consequence of waste or Damage

of the premises by Defendant that Defendant was bound to leave on the premises for Plaintiff the same amount of feed viz hay & oats that were in the barns on the premises when Defendant should take possession of ~~the premises~~, the same - but Defendant utterly denies that said Lease or agreement contained a provision that whenever said premises should be delivered up to Plaintiff that said John Mabee should leave on the premises for Plaintiff ~~therein the same~~ either ~~the~~ the amount of 65 Tons of hay & 500 dozen sheaves of oats or any quantity of either, Defendant denies that Plaintiff when he gave him possession of said premises delivered to him 65 Tons of hay & 500 dozen sheaves of oats, Defendant denies that Plaintiff kept & performed all Covenants and Conditions of ~~said~~ said Lease on his part, and denies that he ever at any time executed under his hand & seal any lease or agreement by which he agreed to leave on said premises, at any time for Plaintiff either at the expiration of his Tenancy or any other time 65 Tons of hay or 500 dozen sheaves of oats.

Defendant avers that when Plaintiff delivered to him the possession of said premises he did not deliver to him therewith or otherwise ^{any thing like the} ~~any thing like the~~ amount of hay & oats charged ~~he~~ in Plaintiff's Petition, admits that he ~~has~~ delivered to Defendant some of each but as the hay was not weighed nor the sheaves of oats counted the

Defendant has no knowledge or information sufficient to form
a belief as to how much ~~was left upon the premises at the time~~
of ^{either} ~~either had or was~~ ~~either had or was~~

Defendant denies that he committed a breach
of his contract ^{made} as ^{made} of said with Plaintiff while
in possession of said premises or at any other time
by selling or disposing of all or any part of the
hay or oats left on the premises by Plaintiff
when he delivered possession thereof to Defendant
or by converting any part thereof to his own
use, either of the amount of sixty five Tons of
hay of the value of \$1170, or of five hundred
Dozen Sheaves of oats of the value of
\$180, or any portion of either of any value.

Defendant avers that he took possession of
said ~~land~~ premises under said Lease, in the
fall of 1863 & yielded up the possession
thereof to Plaintiff in the Spring of 1864.

Defendant admits that when he gave up the
possession of the premises to Plaintiff that
he did not leave thereon 65 Tons of hay or
500 dozen sheaves of oats, & denies that
he was bound by said agreement or lease
to do so. Defendant avers that at the time
he took possession of said premises Plaintiff
had & left thereon 400 Sheep 5 horses, & 6
Cattle, that 370 of said sheep & 3 Brood mares
Two cows & Two yearling heifers was includ-
ed therein, that by the terms of said lease
or agreement Defendant was to have one
half the increase of said 370 Sheep 3 Brood

mares & 2 cows & 2 heifers, during five years from the time of said lease until the expiration thereof, & also was to have one third of the wool sheared from said sheep each spring during such time, and was in consideration of such advantage to take proper care thereof, & Defendant avers that after taking possession of said premises in the fall of 1862 he proceeded as he was bound and entitled to do, to feeding said sheep, said five head of horses & said six cattle so owned by Plaintiff & left on said premises by him from the hay & oats left by Plaintiff on said premises, & did with the knowledge & consent of Plaintiff & as he had a right to do under said contract feed the whole of it away to said stock of Plaintiff by the time the crop grown in 1863 was ready to be gathered in for feeding purposes,

Defendant avers that by the express stipulations & meaning of said Lease no hay or oats were to be left on said premises by Defendant for Plaintiff unless possession thereof were given by Defendant to plaintiff in the fall of the year so that Defendant might leave the same for Plaintiff out of the crop grown on said premises during the then last year of his tenancy and utterly denies that by any lease or agreement ever entered into by Defendant

with Plaintiff that Defendant was bound or agreed to leave any quantity of hay or oats on such premises for Plaintiff in case Defendant yielded up the possession of the premises to Plaintiff in the Spring of the Year ~~it being at the time previously stated that in the Spring of the year 1864 Defendant yielded up the possession of the premises to Plaintiff in the Spring of the year 1864~~

And Defendant avers that he did deliver up said premises in the Spring of the year to Plaintiff viz on the 18th of April 1864 after the crop grown on said premises during the previous year had been principally fed away to the Plaintiffs stock as aforesaid —

Defendant avers that at the time he gave up the possession of said premises to Plaintiff, that Plaintiff was about selling the same & desiring to give immediate possession to the party purchasing the same agreed with Defendant that in consideration that Defendant would yield the possession to Plaintiff & also his right under the contract & lease aforesaid to the one half of increase from said ³brood mares & 3 Cows & 3 heifers & 370 sheep as well as his right to the one third of the wool of said sheep for the then remainder of his said lease, that Plaintiff would pay Defendant the sum of five hundred dollars, & that said contract & lease and all covenants therein should be rescinded that in pursuance of such contract Defendant

gave up to Plaintiff said premises & also the
 said sheep, brood mares, and cows, & heifers
 but ^{he} avers that Plaintiff wholly failed to perform
 his part of said Contract & to pay Defendant
 said sum of five hundred dollars as by his
 said Contract he was bound to do, Defendant
 therefore asks judgment against Plaintiff
 for said sum of five hundred dollars ~~with~~
~~interest from the date of the breach of the contract~~

Defendant further avers that
 during the time he was in possession of said
 premises Plaintiff became indebted to Defend-
 ant in a further large sum of money the
 particulars of which appear from the
 following account, viz, in

1862		for Clearing, fencing & breaking 13 acres of Land at \$15. per acre	\$180.00
1862-3	"	Bording 13 months at \$5. per week	280.00
"	"	Bording of S. Jewett at Plaintiff's request six weeks at \$5. per week	30.00
1863	"	Washing	30.00
"	"	Rent of 10 acres of Land at ~~\$8~~ \$3, per acre	30.00
"	"	Cash advanced	125.00
"	"	"	100.00
"	"	150t of hay or grass	30.00

1863	for	sowing 30 acres of grass	60.00
"	"	furnishing & sowing 12 bushells of wheat	14.00
			\$ 909.00
1864	By	rent of Place from Sept 1862 to April 18 th 1864	\$ 330.00
		Total	\$ 579.00

for which sum of five hundred and seventy
nine Dollars Defendant asks Judgment
~~with interest from April 18th 1864~~

Defendant avers therefore
in Consideration of the premises that
Plaintiff is not entitled to recover Judgment
against Defendant for the sum of thirteen
hundred & fifty Dollars or any part thereof
& denies that Plaintiff has sustained Damage
in that or any other sum by reason of any failure
on the part of Defendant to comply with any lease or
Contract ^{made} by him with Plaintiff, but on the
contrary Defendant avers that he is entitled
to recover Judgment against Plaintiff for the
sums of money aforesaid amounting in the
aggregate to one thousand and seventy nine
Dollars ~~with interest from April 18th 1864~~
~~and costs of suit~~

Jos. J. Williams
Atty. for Defendant

In Circuit Court of
Jefferson Co. Mo.

G. Sebastian Jewett
vs
John Mabree

Answer of Deft.

Filed March 27/86
Elias F. Henning clerk.
By Louis H. Alford Depy.

Williams
for Deft.

The State of Missouri,

COUNTY OF JEFFERSON.

To

James Macbee

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

1869

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

vs

James Macbee,

Plaintiff, and

Defendant, on the part of

Deft.

and herein you are in no wise to

fail.

Witness, ELIAS F. HONEY, Clerk of our said

Court, with the seal thereof hereto affixed, at office

this

day of

April

A. D. 1869

Clerk.

Elias F. Honey
By J. H. Ogden & Co.,

SUBPOENA.

To Jefferson Circuit Court.

May Term, 1869
F. S. Jewett
vs
Jas. Mabee
for Debt

John Mabee

Served

Debt

Served the within & riding the same to the within named John
Mabee at Jefferson Circuit on May 8th 1869 at Jefferson Circuit Mo.
per 50

per L. S. McCaster

Special Deputy

State of Illinois,

JEFFERSON COUNTY.

ss.

The People of the State of Illinois to any cometable of said County, Greeting:

We command you to Summon Franklin B. Cary, James H. Johnson, Charles Blair, Joe Hudson, Thomas Healey and James H. Green

If to be found in your County, to be and appear before the Circuit Court of the said County, on the 18th day of May ~~the next term thereof, to be holden at the Court House, in Mount Vernon, on the~~ Monday in the next to testify and the truth to speak, in relation to a certain matter in controversy, now pending and undetermined,

in the said Circuit Court, between John Moore Plaintiff, and Johnathan Jewell Defendant,

John Moore Plaintiff, laying aside all pretences and excuses whatever, under the penalty of what the law directs. And have you then and there this writ, and make return thereon in what manner you execute the same.

Edward W. Saltmule Jotary Public
Witness, ~~John S. Bogart, Clerk of said Court~~, at Mount Vernon, this 3rd day of May in the year of our Lord one thousand eight hundred and sixty nine

Edward W. Saltmule ~~Clerk~~
Jotary Public

Lewellyn
to
Make 3 Outpound

Served by reaching to
the cotton named
Franklin S. Casey. James.
Johnson. Charles Blair.
Joel Hendson Thomas.
J Casey & James B. ~~Casey~~
Locu.

This 7th day of May
1869

Coast fees

Service 90

Mileage 30
\$1,20

W. J. Goodrich C. J. H.

F. Sebastian Jewett, - Plaintiff } In the Circuit
 Against } Court of Jefferson
 John Mabee, - Defendant } County Missouri

The Plaintiff moves the Court to strike out the Answer of Defendant filed in the above cause in vacation, for the following reasons:

1 - Because said Answer is evasive, - it neither denies nor admits that Defendant signed the Lease, which is the foundation of the suit.

2 - The Answer is inconsistent, - it admits in one part, that Defendant took possession of the premises under said Lease, and in another part denies that he "ever at any time executed under his hand and seal any Lease, or agreement, by which he agreed to leave on said Premises at any time, for Plaintiff either at the expiration of his Tenancy, or at any other time, 65 tons of hay or 300 dozen sheaves of oats."

This mode of denial is evasive and full of ambiguity, and not in conformity to the rules of Pleading.

3 - And in another part ^{of the Answer} of the Defendant admits said Lease contained a provision, that at the expiration of five years after ^{the} making of said Lease, the Defendant was bound to leave in the barn, or on the premises, the same amount of

hay and oats, that were in the barns when Defendant took possession of the premises.

4- All of the statements made by Defendant in regard to Plaintiff being indebted to him, are illegally and insufficiently stated, - It is not averred that Plaintiff employed Defendant to clear & fence any land for him, - or to mow 30 acres of grass, - or that he rented 10 acres of land of Defendant,

5- The Answer contains a great deal of irrelevant and redundant matter; and, in many parts of it, the allegations and denials are so indefinite and uncertain, that the precise nature of the charge or denial is not apparent,

Abner Green
Attorney for Plaintiff

In Circuit Court
Jefferson County

G. Sebastian Jewett
vs,

John Shabee

Motion
to strike out
Def't's Answer

Filed May 11 1869
E. F. Henry clk

F. Sebastian Jewett, Plaintiff } In the Circuit
Against } Court for the
John Nabee, - Defendant } County of Jefferson,
State of Missouri.

To John Nabee, the above named de-
fendant, or Joseph J. Williams, his Attorney of record
in said Cause,

You are hereby notified that depositions of witness-
es to be read in evidence in the above cause, on the
part of the Plaintiff, will be taken at the Court
House in the Town of Mount Vernon, in the County
of Jefferson in the State of Illinois, on the tenth
day of May 1869, between the hours of eight O'
Clock in the forenoon and six O'Clock in the
afternoon; and that the taking of said depositions,
if not completed on that day will be continued
from day to day at the same place, and between
the same hours, until completed.

F. Sebastian Jewett
Plaintiff, By Abner Green
his Attorney

In Circuit Court
Jefferson County

J. Sebastian Jewett
vs.

John Nabee

Notice
To take Depositions

I acknowledge service of the within Notice, and
waive the necessity of service by our officer, this 29th
day of April 1869,

For J. J. Williams
Att'y for Defendant

F. Sebastian Jewett, - Plaintiff } In the Circuit
Against } Court for the County
John Mabee, - Defendant } of Jefferson, State
of Missouri,

To John Mabee, the above named
defendant, or Joseph J. Williams, his Attorney
of record in said Cause;

You are hereby notified that depositions of
witnesses, to be read in evidence in the above entitled
cause, on the part of the Plaintiff, will be taken
at the Court House in the Town of Mount Ver-
non, in the County of Jefferson in the State of
Illinois, on the tenth day of May 1869, between
the hours of eight O'clock in the forenoon, and
six O'clock in the afternoon; and that the tak-
ing of said depositions, if not completed on
that day, will be continued from day to day,
at the same place, and between the same
hours until completed.

} F. Sebastian Jewett, - Plaintiff
} By Abner Green, his Attorney

I acknowledge service of the within Notice
and waive the necessity of service of the same
by an Officer, this ^{day of May} 28th 1869.

Jos. J. Williams
Atty. for Defendant

In the Circuit Court
Jefferson County Mo.

Sebastian J. J. J.

John C. Walker

Notice

to take depositions

Filed May 13th 1869
E. J. Henry Clerk

Sebastian J. J.
John C. Walker

Stee
Chas. J. J. J.
Cous
Mines
Cory
Mines
141/5

Depositions of Franklin S. Casey, Thomas J. Casey, James Lyon, Charles Blair and John R. Palmer of the County of Jefferson and State of Illinois, taken on the tenth day of May, in the year of our Lord, one thousand eight hundred and sixty nine, between the hours of eight o'clock A. M. and six o'clock P. M. of said day Edward V. Satterfield a Notary Public, in and for the County of Jefferson and State of Illinois, at his office in Mount Vernon in said County, pursuant to the notice hereunto annexed, to be read in Evidence in a cause pending in the Circuit Court of Jefferson County Missouri wherein H. Sebastian Jewett is Plaintiff and John Mabee is defendant. The said Franklin S. Casey, Thomas J. Casey, James Lyon, Charles Blair and John R. Palmer being first duly sworn did depose and say in answer to the following interrogatories as follows:

1
Franklin S. Casey being first duly sworn, on his oath
deposes and says as follows

Interrogatory 1st - What is your name, age and place of
Residence

Answer

My name is Franklin S. Casey, my age is sixty
five years, and my place of residence is in
Mount Vernon Illinois

Interrogatory 2nd

Are you acquainted with the parties, Plaintiff
and Defendant to this suit, and if so how
long have you known them respectively.

Answer

I am acquainted with the parties, I was acquainted
with them in the year 1863, and up to the time
they left this County

Interrogatory 3rd

State if you please, whether or not you
purchased the interest of the said plaintiff

x

in the lands described in the certified copy of the agreement ~~or~~ lease made on the 8th day of September 1862, by and between the said plaintiff and Defendant, ^{filed herewith, and marked exhibit "A"} if so about what time did you purchase the same, and at about what time did you get possession of said real estate so purchased

Answer I purchased the interest of the Plaintiff in all the lands, except that lying in section sixteen, I purchased the land about the sixteenth of April 1864, I got possession about the twentieth of April 1864,

Interrogatory 4th
State if you please, what amount of Hay and Oats if any was remaining on said farm at the time you got possession of the same, of and from said plaintiff, belonging to the plaintiff?

Answer + There was no Hay nor oats at that time belonging to the plaintiff on the farm,

Interrogatory 5th
If there is anything else that you may know of, in reference to the contract or contracts between plaintiff and Defendant, please state the same as fully, as if specially interrogated thereon

Answer

I know nothing further

T. S. Casey

Thomas J. Casey being first duly sworn deposes and says. as follows

Interrogatory 1st

What is your name, age, and place of residence,

Answer My name is Thomas J. Casey. my age is thirty five years, my place of residence is in Mount Vernon Illinois

Interrogatory 2nd

Are you acquainted with the parties plaintiff and defendant to this suit, and if so how long have you known them respectively

Answer

I am acquainted with the parties, I have known them since 1862, about seven years,

Interrogatory 3rd

You will please state whether or not, you are a trader and dealer in stock, if so, how long have you been engaged in said business

and whether or not, since you have been in said business, you have purchased hay and oats for the purpose of feeding your stock.

Answer

I am I have been engaged in the business for twenty years. I have almost every year during that time purchased hay and oats

Interrogatory 4th

State, if you please, as near as you can, about what hay was worth per ton, within one mile of Mount Vernon on or about the 8th day of September 1862, and about what it was worth in April 1864

Answer

I am not certain, but think it was worth from eight to twelve dollars per ton in September 1862. In the Spring of 1864 it was worth as much, if not more than in the summer of 1862. I do not know what oats were worth at either of the times spoken of before

Interrogatory 5th

You will please state anything else that you may know in reference to the matter in controversy if anything you do know, as fully and particularly

as though specially interrogated in reference to the same

Answer

I know nothing further that I recollect of
Thomas J. Casey

James Lyon being first duly sworn, on his oath
deposes and says as follows:

Interrogatory

1st-

What is your name, age, and place of residence,

Answer

My name is James Lyon, my age is forty-four years
my place of residence is in Mount Vernon Illinois,

Interrogatory 2nd

Please state whether or not you are acquainted
with the parties plaintiff and defendant to this suit,
if so how long have you known them

Answer

I am acquainted with them, I knew them in 1863,

Interrogatory 3rd

You will please state, what your business was
in 1863 if you was engaged in any business

And if you was a Hotel keeper, state whether or not, you kept boarders by the week, and if so what was your regular price for keeping weekly boarders, during that year

Answer

I was a Hotel keeper in 1863. I kept boarders by the week. My regular price during that time for keeping weekly boarders was \$3.50 per week

Interrogatory

4th

State whether or not, \$3.50 per week was, or was not, the customary price, for keeping boarders by the week, during the year 1863, and if not please state what the customary price was, if you know.

Answer

I think that the general price at that time was three dollars, but I was charging \$3.50.

Interrogatory

5th

If there is anything else, that you may know of in reference to the matters in controversy, between plaintiff and defendant, please state the same, as fully as if specially interrogated thereto

Answer

I know nothing further

James Lyon

Charles Blair being first duly sworn on his oath
deposes and says, as follows

Interrogatory

1st

What is your name, age, and place of residence,

Answer

My name is Charles Blair, my age is thirty three
years, my place of residence is Mount Vernon
Illinois

Interrogatory

2nd

Are you acquainted with the parties plaintiff
and defendant to this suit, if so how long have
you known them respectively,

Answer

X
I am, I have known the plaintiff from the
year 1860, I was not particularly acquainted
with the defendant, but have seen him frequently
about the time he leased plaintiff's farm and
afterwards during the time he lived upon it

Interrogatory

3rd

State whether or not you was living on said farm, and working for the said plaintiff before and at the time the same was leased to the defendant by the plaintiff

Answer

I was

Interrogatory

4th

State what amount of hay, if any, and what amount of oats, if any, was upon the said farm at the time the defendant leased the same,

Answer

There was from 60 to 70 tons of hay in the barn, and from 400 to 600 dozen bundles of oats

Interrogatory

5th

State, if you please, what hay was worth per ton in the barn within one half mile of Mount Vernon, and what oats were worth per dozen at the same place, on or about the 8th day of September 1862,

Answer

Hay was worth about ten dollars a ton and oats about twenty four cents per dozen

Interrogatory

6th

If there is anything else that you may know of in reference to the matters in controversy between the plaintiff and defendant, please state the same as fully as if specially interrogated there to

Answer

I know nothing further

Charles Blair.

John R. Palmer being first duly sworn, on his oath deposes and says as follows

Interrogatory

1st -

What is your name, age and place of residence,

Answer

My name is John R. Palmer, my age is sixty years, my place of residence is Mount Vernon Illinois.

Interrogatory 2th

Are you acquainted with the parties plaintiff and defendant to this suit, and if so, how long have you known them respectively

Answer

I knew the plaintiff since 1860, and I knew the defendant from the time he came to this County

until he left,

Interrogatory

3rd

Please state what your business was in September 1862, and if you know, please state, what hay was worth per ton, on or about the 8th of September 1862 and also, what oats were worth per dozen at the same time, in the barn, within one half mile of the town of Mount Vernon,

Answer

Running a hack between this place and the Railroad, My impression is, that hay at that time was worth from Eight to ten dollars per ton, and oats were worth from twenty to twenty-five cents per dozen

Interrogatory

4th

Please state whether or not, you was engaged in the same business, on or about the fifteenth or twentieth of April 1864, and if so, about what was the price of hay per ton, and oats per dozen, in the barn, within one half mile of Mount Vernon Illinois

X

Answer

I was engaged in the same business. At that time hay was worth from fifteen to twenty dollars per ton Oats were worth about twenty five cents per dozen bundles,

Interrogatory

5th

State about how many head of horses you fed during the winter, spring and summer of 1864, and whether or not you purchased or raised the feed for said horses and state whether or not if you purchased the feed for said horses your recollection as to the price of hay and oats is based what upon you yourself paid for the same, and whether or not you did not ^{buy} at as reasonable prices as you could in this market.

Answer

I fed about four head of horses. I bought all the feed for said horses. My recollection is based upon what I paid for feed at that time. I bought at as reasonable prices as I could in this market.

Interrogatory

6th

If there is anything else you may know in reference to the matters in controversy between the plaintiff and defendant please state the same as fully as if specially interrogated thereto.

Answer

I know nothing further

John R. Palmer

State of Illinois } ss
Jefferson County }

I, Edward V. Satterfield, a Notary Public
in and for the County of Jefferson and State aforesaid
do hereby certify that Franklin R. Casey, Thomas
J. Casey, James Lyon, Charles Blair and John R. Palmer
whose names are subscribed to the foregoing depositions
were previous to any interrogatories being put by me sworn
to testify the truth, the whole truth and nothing but
the truth as witnesses in the above named cause
and that the foregoing depositions by them subscribed,
were reduced to writing by me, and taken at the time and
place specified in the annexed notice, and after said
depositions were completed and written out as appears
above, the same were read to the said witnesses
and they upon their oaths said that the matters
and things therein contained, as therein set forth
were true

Given under my hand and Notarial Seal
This 10th day of May A.D. 1869

Edward V. Satterfield
Notary Public

This Indenture made the eighth day of September in the year of our Lord one thousand eight hundred & sixty two, between F. Sebastian Jewett of Mount Vernon County of Jefferson and State of Illinois of the one part and John Mabce of the same place of the other part. Witnesseth that the said F. Sebastian Jewett, for and in consideration of the yearly rent and covenants hereinafter mentioned and reserved, on the part and behalf of the said John Mabce, his heirs Executors and Administrators, to be paid ~~to~~ kept & performed. hath demised set and to form let, and by these presents doth demise set and to form let unto the said John Mabce his heirs assigns, all that certain messuage or tenement, tract piece or parcel of Land situated in the County of Jefferson aforesaid, being the North East fourth and the West half of the South half of the North East quarter, and the South half of the North half of the North East Quarter of section thirty one, and the North half of the South West Quarter of section sixteen, all in Township two South range three East

of the third principal Meridian in
Pepperson County & State of Illinois
Together with all and singular the Build-
- ings improvements and other the pre-
- mises hereby demised with the appurten-
- ances To have and to hold unto the said
John Makee his heirs and assigns from
this Eighth day of September for & during
the Term of five years & fully to be complet-
- ed & ended, the said F. Sebastian Jewett
reserving to himself the right to cancel
this Indenture at the expiration of one
year, if not satisfied with the manage-
- ment of the property, the said John Makee
yielding & paying for the same unto the
said F. Sebastian Jewett the yearly rent a
sum of three hundred dollars on the
Eighth day of September in each and
every year during the term aforesaid, the
first payment of which said yearly rent
a sum of Three hundred dollars is to
be made on the Eighth day of September
AD 1863, And it is further agreed
between the said John Makee and the said
F. Sebastian Jewett that the said Jewett
leaves ^{and} the farm three hundred & seventy
head of Sheep three Broad Mares & two cows
and yearling heifer of which said Makee

Shall be entitled to one half the increase which is to be decided at the expiration of of this lease, he is also to have one third of the Wool. Sheared from the Sheep each Spring, all the Wool to be shipped to Boston each year subject to the order of said Jewett. In consideration of which advantage said Maber is to take such care of said Flock Summer & Winter as will best insure their safety, growth and increase.

and at the expiration of the term aforesaid he the said John Maber his heirs and assigns shall and will quietly & peaceably surrender & yield up the said demised premises with the appurtenances unto the said F. Sebastian Jewett his heirs & assigns in as good order & repair as the same now are, reasonably wear tear and casualties which may happen by fire or otherwise only excepted and when the premises are delivered up on the eighth day of September as aforesaid the said John Maber agrees to have the same amount of feed that is now in the Barns namely sixty five tons of hay and five hundred day of oats

In witness whereof the said parties
have hereunto set their hands & seals
the day & year aforesaid

U.S. Pat Rev } T. Sebastian Jewett
Witnes } Stamps to the } John Maher
T Anglen } amount of \$1.00
on this lease

State of Illinois }
Jefferson County }

I Thompson Anglen,
a Justice of the Peace of said county do
certify that T. Sebastian, Jewett
and John Maher whose signature
appears to the foregoing deed and
who is personally known to me to
be the person who subscribed and
executed the same did acknowledge
the same to be his free act and deed.

Given under my hand and
seal this the 9. day of Oct. 1862.

T. Anglen Seal

Filed for Record this 12th day of October
AD 1863 at 9 O'clock A.M.

John S. Bagan clerk

F Sebastian Jewett Plaintiff } In the circuit court
vs } for the county of Jefferson
John Mabce Defendant } State of Missouri

E N Satterfeld A. T. Jeff. Co. Secs.

Please issue subpoenas for the following
witnesses to appear before you at your office
on the 10th day of May 1869 at 8 o'clock
A M as witnesses for plaintiff to testify
on his behalf in the above entitled cause
to wit

Franklin S Casey James S Johnson
Charles Blair Joel Hudson Thomas J Casey
& James B Lallu

V. oblige
Abner Green & J. K. Wright
attys for Pltff

Sebastian Jewett

20

John Mabel

Recipe for witnesses

County of Jefferson, - SS.

The State of Missouri to any
Judge, Justice of the Peace, Notary Public, or
other Judicial Office of the State of Illinois,
Greeting;

Know ye, that we, in Confidence of
your fidelity, do by these presents authorize
you to Cause to Come before you, to be examined
as witnesses in a Cause depending in our Cir-
cuit Court of Jefferson County, in the State
of Missouri wherein, F. Sebastian Jewett is
Plaintiff and John Nabee is defendant, all
and every such person, and at such time and
place as shall be named to you for that pur-
pose by the said F. Sebastian Jewett, or his
Attorney or Agent. And we command you to
examine all, and every such person upon his
oath or solemn affirmation, first made or taken
before you, to testify the whole truth touching
his knowledge of any thing relating to said matter
in controversy between the said Parties, and that you
do take his examination and reduce the same to
writing. When you shall have taken his exami-
nation, you are to Cause the witness to sign the
same; and to that and each examination, at the
foot thereof, you are to append your Certificate, set-
ting forth the facts that the examination was sub-
scribed and sworn to, or affirmed, by the witness,
and the day, as well as between what hours of

the day, on which it was done, and also, the place of residence of the witness (if known to you). Should any paper or exhibit be produced or proven, or be referred to by the witness, you are to describe the same in his examination, or cause it to be so marked by him as to establish its identity, and to attach the same to his examination. The examination thus taken, you will cause to be accompanied by a Certificate of your Official Character, attested by the seal of State; or, should it be more convenient, such authentication and proof of your official character may be made by the Certificate and seal of the Clerk of any Court of record of any County of the State, District, or territory in which you reside; stating also, in addition to the facts of his being Clerk, and that the Court is one of record, that at the time when the depositions were taken, you were an acting Judge, Justice of the Peace, Notary Public, or other judicial officer to whom this Commission is addressed, and duly Commissioned as such. And you will return the same, and all exhibits produced to you, annexed hereto, Carefully closed up, and under your seal directed to the Clerk of the Circuit Court ^{in and for the County} ~~of Jefferson~~ of Jefferson in the State of Missouri, with the names of the parties litigant endorsed ~~on~~ thereon with all convenient speed.

Witness Elias F. Hemy Clerk of

said Circuit Court at Hillsboro
in the County of Jefferson and State of
Missouri with the seal hereunto
affixed this 27th day of April
A D 1869



Elias F. Henry clerk
By L. H. Clifford Deputy,

Commission to
Take
Depositories

E. J. Henry fees \$1.50

Exhibit A

This Indenture made the eighth day
of September in the year of our Lord one
Thousand Eight Hundred and sixty
Two between F. Sebastian Jewett of Mount
Vernon County of Jefferson and State of
Illinois of the one part and John Mabee of the
same place of the other part witnesseth that the
said F. Sebastian Jewett for and in consid-
-eration of the yearly rent and covenants here-
-inafter mentioned and reserved on the part of
and behalf of the said John Mabee his heirs Exec-
-utors and Administrators to be paid Kept and
performed hath demised set and to form let
and by these presents doth demise set to form
let unto the said John Mabee his heirs assigns
all that certain messuage or tenement tract
piece or parcel of Land situated in the county of
Jefferson aforesaid. being the North East fourth
and the west half of the south East Quarter
and the East half of the south west Quarter
and the south half of the North East Quarter
and the south half of the North half of the North
East Quarter of section thirty one and also
the North half of the south west Quarter
of section sixteen all in Township two
south of Range three East of the third princi-
-pal meridian in Jefferson county and State of
Illinois

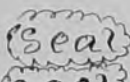
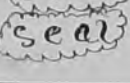
Together with all and singular the Buildings
improvements and other the premises hereby
demised with the appurtenances to have and
to hold unto the said John Mabee his heirs
and assigns from this eighth day of September
for & during the term of five years & fully to be co-
= mpleted & Ended the said F. Sebastian Jewett
reserving to himself the right to cancel this
Indenture at the expiration of one year
if not satisfied with the management of
the property. the said John Mabee yielding
and paying for the same unto the said F.
Sebastian Jewett the yearly rent a sum of
three hundred dollars on the eighth day
of September in each and every year
during the term aforesaid the first pay-
= ment of which said yearly rent a sum
of three hundred dollars is to be made on
the eighth day of September AD 1863.

And it is further agreed between
the said John Mabee and the said F.
Sebastian Jewett that the said Jewett
leaves on the Farm three hundred and
seventy head of Sheep three brood mares
and two cows and yearling heifer of
which said Mabee shall be entitled
to one half the increase which is to be divid-
= ed
1001

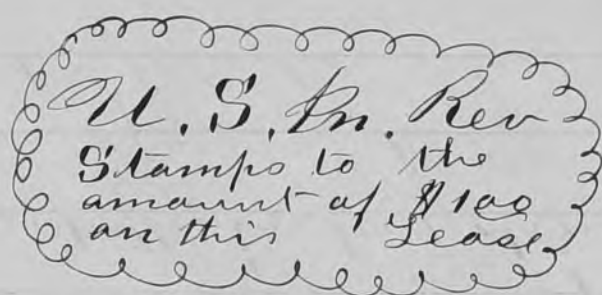
at the expiration of this lease he is also to have one third of the Wool sheared from the Sheep each Spring, all the wool to be shipped to Boston each year subject to the order of said Jewett. In consideration of which advantage said Mabee is to take such care of said Flock Summer & Winter as will best insure their safety growth & increase

and at the expiration of the term aforesaid he the said John Mabee his heirs and assigns shall and will quietly and peaceably surrender and yield up the said demised premises with the appurtenances unto the said F. Sebastian Jewett his heirs and assigns in as good order & Repair as the same now are reasonably wear tear and casualties which may happen by fire or otherwise only excepted and when the premises are delivered up on the eighth day of September as aforesaid the said John Mabee agrees to have the same amount of feed that is now in the Barn namely sixty five tons of hay and five hundred doz of oats

In witness whereof the said parties have hereunto set their hands & seals the day and year aforesaid.

F. Sebastian Jewett 
John Mabee 

Witness
J. Anglen



State of Illinois
Jefferson county

I Thompson Anglen
a Justice of the Peace of said county do
certify that F. Sebastian Jewett and
John Makee whose signature appears
to the foregoing deed and who is pers-
-onally known to me to be the person
who subscribed and executed the
same did acknowledge the same to be
his free act and Deed.

Given under my hand and
Seal this the 9. day of Oct. 1862.

J. Anglen 

Filed for Record this 12th day of Oct-
-ber A.D. 1863. at 9. O'clock A.M.

John S. Bogan clerk

State of Illinois
Jefferson county 3rd I John S. Bogan, clerk of the Circuit
Court and Ex-officio Recorder within and for said county,
hereby certify the above and foregoing to be a true copy of
the original lease or agreement between F. Sebastian Jewett
and John Makee as found of Record in my office - Book
No. 2, of Mortgages, Pages 355 and 356

Given under my hand and seal at
office in Mt. Vernon this 4th day
of May A.D. 1869
John S. Bogan
clerk



STATE OF ILLINOIS, JEFFERSON COUNTY, SS.

I, C. H. PATTON, Clerk of the County Court, in and for said County, which is a Court of Record,

using a seal, do hereby certify that *William B. Patterson*, Esq., whose name is

subscribed to the foregoing *Adoption*..... was on the day of the date

thereof, and still is an acting ~~Justice of the Peace~~, *Natany Buckie*, within and for said County duly commissioned and qualified

to office, and as such full faith and credit are due, and of right ought to be given to all his official acts; ~~with~~



In testimony whereof, I, C. H. Patton, Clerk of the County Court,

as aforesaid, have hereunto subscribed my name and affixed the

seal of said Court at my office in Mount Vernon, on the *11*.....

day of *May*..... A. D. 186*9*

C. H. Patton.....

Clerk of the County Court.

F. Sebastian Jewett, - Plaintiff } In the Circuit Court
Against } for the County of Jefferson
John Mabee, - Defendant } in the State of Missouri

To John Mabee, the above named Defendant,
or Joseph J. Williams his Attorney of record in said Cause;

You are hereby notified that depositions of witnesses
to be read in evidence in the above Cause, on the part of the
Plaintiff, will be taken at the Office of H. C. Bacon,
No. 153, Corner of Lawrence Street, in the Town of Law=
rence, in the County of Essex, and State of Massachusetts,
on the eighth day of May 1869, between the hours of
eight o'clock in the forenoon, and six o'clock in
the afternoon; and that the taking of said depositions,
if not completed on that day, will be continued from
day to day, at the same place, and between the
same hours until completed,

F. Sebastian Jewett,
Plaintiff
By Abner Green, his Attorney

I served the within Notice on Joseph J. Williams, At-
torney of record in said Cause for John Mabree, the defendant,
therein, on the 13th day of April 1869, at the County of Jefferson,
Missouri, by delivering to said Joseph J. Williams a
true copy of the within Notice.

Sworn to and Subscribed } Abner Green
before me this 14th day of April
1869

Elias & Henry Clark ch
By L. H. Clifford De.

In Circuit Court
Jefferson County

vs.
Debrautain Jowett

John Mabree

Notice

to take depositions

State of Missouri } ss.
County of Jefferson }

The State of Missouri To any Judge, Notary,
Public Justice of the Peace, or other Judicial
Officer of the State of Massachusetts, ~~County of~~
~~Lancaster, and County of Essex.~~ Greeting
Know ye, that we in confidence of your prudence
and fidelity do by these presents, authorize
you to cause, to come before you, to be examined
as witnesses in a cause pending in our
Circuit Court for the County of Jefferson
in the State of Missouri wherein J. Sebastian
Swett is Plaintiff and John Mober is
Defendant, all and every such person
and at such time and place as shall be named
by or for that purpose by said J. Sebastian Swett ^{or his} Attorney
or agent, and we command you, to examine all
and every such person, upon his oath of
solemn affirmation first made or taken
in before you, to testify the whole truth touch-
ing his knowledge of any thing relating
to said matter in controversy between
the said parties and that you take such
his examination and reduce the same
into writing when you shall have so
taken his examination you are
to cause the witness to sign the same
and to that and each examination at
the foot thereof you are to append

your certificate setting forth the facts
that the examination was subscribed
and sworn to or affirmed by the witness
and the day as well as between what hours
of the day on which it was done, as also
the place and residence of the witness
if known to you. Should any paper or
exhibit be produced or proved or referred to
by the witness you are to describe the same
in his examination or cause it to be marked
by him as to, establish its identity and to attes-
tate the same, this examination the exam-
ination thus taken, ^{you} will, certify under your
hand and Seal, of office or cause to be
accompanied by a certificate of your official
Character attested by the seal of the state
or should it be more convenient such
authentication and proof of your official
Character, may be made by the certificate
and Seal, of the Clerk of any Court of Record
or the County Court of the County wherein you
reside. Stating also in addition to the facts
of his being Clerk, and that the Court is
one of Record that at the time when
the depositions were taken, that you were
an acting Judge or other officer as the
Case may be and duly Commissioned
as such and you will return the same
and all exhibits produced to you annexed

1 1 1 1
Hunts, Carefully Closed, up~~on~~ and under
your seal, directed to the clerk of the Circuit
Court in and for the County and of Jefferson
and State of Missouri with the names
of the Parties Litigant endorsed thereon
with all convenient Speed.

Witness Elias F. Honey Clerk
of the Circuit Court of Jefferson
County, with the seal of said Court
hereunto affixed this 19th day
of April 1869.

Elias F. Honey Clerk
By L. A. Beard D. C.



In Circuit Court
Jefferson County

J. Sebastian Jewett
vs.
John Nabee

Commissioner

Recd for mail opened
and Filed May. 14/1869
Elias, D. Honeycutt
By S. H. Asper, Clk

I ^{do} Frederic Sebastian Jewett of Lawrence in the County of Essex and Commonwealth of Massachusetts - having first been duly and solemnly sworn to testify the truth, the whole truth and nothing but the truth touching my knowledge of anything relating to the matters in controversy between myself as Plaintiff and John Mabce as Defendant in a cause pending in the Circuit Court for the County of Jefferson in the State of Missouri, do depose testify and say in answer to interrogatories as follows -

Int 1st State your full name - residence and occupation.

Ans 1st My full name is Frederic Sebastian Jewett of Lawrence in the County of Essex and Commonwealth of Massachusetts - and I am in the business of a Furniture Dealer -

X Int 2^d State if ^{you} ever resided in the State of Illinois if so - when and where -

Ans 2^d I did reside in Mount Vernon - Jefferson County, Illinois - from the Autumn of A.D. 1859 to the Fall of A.D. 1863.

Int 3. State if you are or were acquainted with one John Mabce the Defendant in this suit if so - State how long you have known him and where -

Ans. 3^d I am acquainted with said John Mabee the defendant, I became acquainted with him in the Fall of A.D. 1862. I resided in his family about a year -

Int 4th State whether you ever rented - let for hire or
X leased to said John Mabee any lands, tenements goods Chattels or other thing whatsoever - if so state whether by parol or a written lease or agreement.

Ans 5. I leased to said Mabee in the Fall of A.D. 1862. my
X Farm in Mount-Vernon aforesaid. and farming utensils and farm stock and other things - as set out in a written lease - which said Lease is recorded at the Court House in Mount-Vernon aforesaid -

Int 6. State if you have said Written Lease here present
X to annex to this Deposition, if not state if you know where it is -

Ans. 6 I have not the Lease here - but it has been
X sent out to my Attorney in ^{Missouri} said Mount-Vernon.

Int - 7. State what year and month said Mabee took possession of said Leased property under said Lease - and State what personal property he so received -

Ans 7. Said Mabee took possession under said Lease I think about the last of September A.D. 1862. All the articles enumerated in said Lease were then on the place and he took possession of them -

Int 8. State whether said Mabee consumed in

possession of the said property during the full term of the Lease -

Ans 8. He did not;

Int 9. State when, why and under what circumstances his occupation under said Lease was terminated.

Ans 9. It was in the Spring of the Year A.D. 1864 - I think sometime in the Month of April he left the premises in consequence of receiving from me a notice to quit possession for non-payment of rent. I was to receive as rent in cash three hundred dollars per annum - whereas I had not in April 1864 received of said Mabee the but one hundred dollars and he had occupied the farm for a year and a half or more - and I have never since received from said Mabee any further sum - and all the cash I ever received from said Mabee was that sum of one hundred dollars - Having sold, and received and converted to his own use, a large amount of Hay and Oats which under the terms of the lease should have been left in the barn -

Int 10. State what was the condition of the farming tools and the farming stocks when delivered up by said Mabee - & whether all was surrendered or otherwise

Ans 11. The utensils for farm use - particularly the

harnesses were in a very bad condition. The
Harners not fit for use - and many other articles
broken and damaged - The stock was taken
away and sold and disposed of in Oct- I think in
1863. being so badly cared for and then in such
poor condition that it was sold to prevent
a ~~total~~ ^{further} loss, ^{they being in a very bad condition -} Mr Mabee consented to the taking
away of the stock and he retained one half of
the increase to which he was entitled under the
Lease - There was one Bull which he lost - and
that could never be found - worth about twenty
dollars, and a very valuable Boar worth at
least fifty dollars which was lost and he
never hunted up. The loss of the Bull and the
Boar lost by Mr Mabee were never settled and
he now owes me for them -

Int- 12. State what amount of Hay and oats said Mabee
X was bound to leave on said farm - and whether
he did leave such amount - State what amount
of each he did in fact leave -

Ans 12. He was to leave the amount of Hay and oats stated
in the Lease - He in fact left none of either Hay
or oats - When he left there was some Hay in the
barn - but it was sold and afterwards taken away
and he received the money for it.

Int- 13. State to what stock the Hay and oats left by you
X on the farm was fed out - & who had the benefit of it

Ans 13. It was fed out by May, he to the stock on the farm left by me - of which Makee had one half the increase.

Ques 14. State what was done with the new crop of Hay and oats grown to replace that so fed out -

Ans 14. It was sold by Makee - and fed out to his own stock - He converted it all to his own use and left none on the place -

Ques 15. State whether you ever promised or agreed to pay said Makee the sum of \$500. or any other sum to give up the possession of the premises in the Spring in April 1864. He to give up to you one half the increase of the stock &c and to record the lease -

Ans 15. I did not. In fact all the stock on the place in which we had any interest had been removed in the Fall of 1863.

Ques 16. State whether you ever made any agreement with said Makee relative to the surrender of the premises recording of the lease - or anything connected therewith if so what - when and where -

Ans 16. I never made any agreement with him whatever upon the subject - except what relates to that point in the Lease itself.

X Ques 17. State whether or not said Makee ever cleared - fenced or broke up any land for you -

if you - State what he did in detail -

Ans. 17. He ploughed up ~~ten~~^{ten} acres of pasture against my express wish - and for his own use and benefit; while he was in the occupation of the place under the lease - and he planted it and had the proceeds. He cut and sold the timber from ~~ten~~^{ten} acres of land, which had been partially cleared before he took it. He appropriated the proceeds of the sales of wood and timber to his own use - He did not fence any land - I think - he might have made some repairs to the fence as such a farm always requires - but that was all - He put in a crop in to the land he cut the timber from and took the proceeds to his own use - He never cleared or broke or fenced any other land than above stated for me in any way whatever - and that was for his own use and benefit.

Ans. 18. State when - how long, and upon what terms
X you boarded with said Weber - and what if any settlement was had in relation thereto with him - if any.

Ans. 18. I boarded with him perhaps about one year. I went there in the Fall and to the best of my memory he was to board me for \$1.50 - per week - the next summer he rose to \$2.50 per week - He agreed to pay me for my work for him at one dollar per day and in Harvest - at \$1.50 per day - and I did enough work to compensate him for my

board - He was also owing me for rent of the farm about \$500. balance after pay one hundred dollars which was all he ever paid me - and the board, labor and rent account were never settled between us nor has he ever paid me the balance -

Ques- 19. State all the facts relating to the board of your brother Sidney - by said Mahoe -

Ans 19. My brother Sidney boarded with Mr Mahoe about six weeks in Sheep Shearing time - and worked all the time washing and shearing sheep and caring for the wool - all which was Mr Mahoe's proper work that he was bound to do - and my brother charged nothing for what he did except his board - after the work was done he went and boarded at the Hotel.

X Ques- 20. State what you know relative to any washing was done by Mr Mahoe or his family for you

Ans 20. He did some washing for me on their own offer - a part of the time while I boarded there I put it out to be done elsewhere - that was after they declined to do it any longer - I supposed that the washing was included with my board -

X Ques- 21. State what you know of having rented any land of said Mahoe - if anything -

X Ans 21. There was about ten acres of land that he did not want - that he voluntarily gave me the free use of to put in a crop - He expressly

offered it to me free from any charge or claim for rent - and I so took it - and put it in a crop of beans.

Int- 22. State what sums of money if any said Makee ever paid or advanced to you or for your use -

Ans 22. He advanced to me one hundred dollars on account for rent - and that was all the money I ever received from him. He never paid me any sum of one hundred twenty five dollars or any other sum whatever.

X Int- 23. State if you ever in any way had by purchase or otherwise any hay or grass of the said Makee -

Ans 23. I never did -

X Int- 24. State what you know of any grass being sowed by said Makee -

Ans 24. There was some grass sown on the place - I furnished the seed - and I helped sow it - Mr Makee helped - we were not more than a week about altogether - I supposed what he did was his proper duty, and labor under the lease - and for which I was not liable to pay.

X Int- 25. State what you know of any wheat being furnished and sowed by Mr Makee

Ans 25. He sowed a small piece of wheat for his own use and benefit - and I never received any

benefit from it:

X Aug 26 State the Market value of the Hay per ton and
the oats per dozen - when Maher took possession
of the same in Sept-1862. and when he left:

Ans 26, The Hay was worth ^{fifteen} ~~eight~~ dollars ^{delivered in Ashley} per ton - the
value in Market of the Oats I don't distinctly
remember - the Hay was worth twelve dollars
in the barn

K. Sebastian Jewett.

J. Sebastian Jewett,
Plff.
against
John Mabee,
Def.

In the Circuit Court for
the County of Jefferson
in the State of Missouri.

Commonwealth of Massachusetts,
Essex Jf.

In pursuance of the annexed Commis-
sion and Notice - personally appeared before
me, the subscriber, a Justice of the Peace for
said County of Essex - the within named J. Sebas-
tian Jewett, at the Office of H. C. Bacon - No.
153 Essex Street - Corner of Lawrence Street in the
City of Lawrence in said County of Essex and Common-
wealth of Massachusetts - and at eight of the Clock
in the forenoon of ~~said day~~ the eighth day of May
in the Year of Our Lord one thousand eight-
hundred and sixty nine - and was then and there
first solemnly sworn to testify the whole truth
of his own knowledge touching the matter in
controversy between said parties aforesaid -
His examination was duly reduced to writing,
by me and subscribed by him in my presence
on the day last aforesaid - between the hours of
eight and eleven o'clock A.M. on said day,
and at the place above stated - and his
deposition so taken and subscribed is

herewith returned - the place of residence of
said H. Sebastian Jewett - the affiant - is Lawrence
apocres in said County of Essex and town of
wealth of Massachusetts.

In Witness Whereof I have hereunto set my
hand and seal this eighth day of May, in
the Year of our Lord one thousand eight
hundred and sixty nine.

^y
Horace C. Bacon
Justice of the Peace.



^{my}
Pres. of Justice writing deposition and
making return - twenty five dollars

H. C. Bacon

Justice of Peace.

Commonwealth of Massachusetts.

ESSEX, SS.

District of Lawrence.

POLICE COURT.

I, CHARLES E. BRIGGS, Clerk of the Police Court, within and for the District of Lawrence, aforesaid, the same being a Court of Record, having a Clerk and a Seal, hereby certify, that at the date of the attestation hereto annexed, *Thomas Adams* was a Justice of the Peace, for the County of Essex, duly commissioned and constituted, and that to his acts and attestations as such, full faith and credit are and ought to be given, in and out of Court. I believe the signature thereto to be genuine.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said Court, this the *twelfth* day of *May*

A. D. 186*7*.

Chas E Briggs
CLERK OF COURT.

J. S. Jewett } In the Jefferson
 vs } Circuit Court
 John Moore }

Defendant moves the Court
 to suppress the depositions
 taken before Edward W.
 Patterson Notary Public
 at Mount-Vernon Illinois
 on the 10th of May 1869 &
 filed in this Court on the
 13th of May 1869 for the
 following Reasons, viz,

1st Because there is ~~not~~ not
 any sufficient Certificate
 attached to said Depositions
 by the officer before whom
 they were taken as is
 required by Law.

2nd Because it does not
 appear that the witnesses
 whose testimony appears
 in said Depositions swore
 to and subscribed their
 testimony in the presence
 of said officer or otherwise

3rd Because it does not appear
from ~~said~~ said Depositions
or the Certificate of the
Officer thereof that they
were taken at the place
designated in the note
for the taking of the same
given to Defendant and
as returned with said
Depositions

Jos. J. Williams
Atty for Deft.

J. A. Jewett
vs

John M. Allen

Motion to
suppress
depositions

Filed May 14 1869

G. Sebastian Jewett } In the
vs } Circuit Court
John Maher } of Jefferson
County Wisconsin

Now at this day comes the
Defendant & moves the
Court to suppress the depositions
taken in this case on the part of
Plaintiff on the 8th day of May
1869 in the Town of Lawrence
in the State of Massachusetts
& filed in this Court on the 14th
day of May 1869 for the following
reasons viz,

1st Because said Depositions
are not taken and certified
according to Law,

2nd Because no Jurat is attached
to said Depositions & it does not
appear that said Deposition
was sworn to and subscribed
by the witness before the officer
before whom it was taken,

3rd Because said Deposition is not taken in accordance with the Law of this State or the instructions for taking Depositions prescribed by the Statutes of this State, but is simply in the form of a statement of the witness without oath,

4th Because the official Character of the officer before whom said Deposition purports to have been taken ~~it~~ is not authenticated in accordance with the Law of this State

5th Because said Deposition was not sealed & directed to the Clerk of this Court properly endorsed,

Jos. J. Williams
Atty for Deft.

H. J. Jewell
co

John Wallace

Method to
superior speaking

Filed May 14th 1869
Elias J. Jewell
By J. H. Capron & Co.

H. S. Jewett
vs
John Makee } In the Circuit
Court of
Jefferson County
Missouri,

For amended answer to Plaintiffs
petition Defendant admits that
he entered into an agreement in
writing or lease with Plaintiff,
about the time stated in the petition
by which Plaintiff leased to Defendant
the Real Estate described in the
petition for five years from the
date thereof but Defendant says
it is not true that Plaintiff was
authorized by said Lease to cancel
the same in one year except for
good cause such as waste or
mismanagement of said Land
by Defendant, admits that by said Lease
Defendant was bound to pay \$300, per
year rent, admits that said Lease
contained a provision that Defendant
should leave on said Land in the
Barns thereof at the expiration of
said Lease the same amount of
~~Hay~~ feed viz hay & oats that was
in such barns and on said farm at the
time Defendant should take possession
of said Land under said Lease,

provided possession should be given thereof by Defendant on the 8th day of September, but Defendant avers that he was not bound to leave any Hay or oats on said premises unless the possession was delivered on the 8th day of September, but Defendant utterly denies that he ever at any time executed under his hand & seal any lease or agreement which contained any provision binding Defendant to leave at any time on said Land for plaintiff either at the expiration of his Tenancy or at any other time 65 Tons of Hay or 500, Dozen Sheaves of oats or any other fixed or definite quantity of either & denies that when plaintiff delivered the possession of said premises to Defendant that he delivered to him therewith 65 Tons of Hay or 500, Dozen Sheaves of oats or that he at any time received from plaintiff that amount of either, and denies that plaintiff kept all the covenants and conditions of said Lease on his part, Defendant admits that he took possession of said premises under said lease as aforesaid about the time as stated by the

Plaintiff in his petition & received also
therewith same Hay & oats which were
in the barns thereon but says that
the Hays was not weighed nor the
sheaves of oats counted & that he has
therefore no knowledge or information
sufficient to form a belief as to how
much of either, Defendant denies that
while in possession of said premises or
at any other time that he committed
any breach of said contract ^{or lease} with
Plaintiff by selling or disposing of
all or any part of the Hay & oats left
by Plaintiff on said Land when this
Defendant took the possession thereof
or by converting the same or any part
thereof or of either to his own use,
either of the amount of 65 Tons of Hay
of the value of \$1170, or of 500 Dozen
sheaves of oats of the value of \$180,
or any portion of either of any value,
Defendant admits that when he delivered
up the possession of said Land to Plaintiff
in April 1864 that he did not leave
thereon 65 Tons of Hay or 500 dozen
Sheaves of oats, and denies that he
was bound by said Lease to do so
or to leave thereon at that time any
quantity of either, Defendant says

That when he & Plaintiff entered
into the aforesaid Lease & agreement
Plaintiff had on said Land 370
Sheep, 3 brood mares, 2 cows, 2
yearling heifers, that by the terms
of said Lease Defendant was to have
one half the increase of said Sheep,
Brood mares, & cows & heifers during
the five years, from the making of
said Lease till the expiration thereof,
& was also to have one third of the
wool to be sheared from said Sheep
each spring & was bound to take
proper care of said stock, & Defendant
avers that after taking possession
of said farm & stock in the fall
of 1862 he proceeded to as he was
bound and entitled under said Lease
to do to feed to said stock of Plaintiff
the Hay and oats then on said farm
it being the same which Defendant
received with said place from
Plaintiff & Defendant says that
during the ~~next~~ winter after he
took possession of said Land
& stock he fed all the Hay &
oats left thereon by Plaintiff
to said stock of Plaintiff with
his knowledge & consent,

Defendant Denies that he ever at any time made any agreement or entered into any lease with Plaintiff which contained any provision binding Defendant to leave any hay or oats on said Land & except in case the possession thereof should be delivered up to Plaintiff in the fall of the Year viz on the 8th day of September so that it might be left from the crop grown during the summer previous to the

expiration of Defendants Tenancy & Defendant further Denies that he ever executed any contract or Lease under his hand & seal or otherwise which contained any provision requiring Defendant to leave on said Land for Plaintiff any amount of hay or oats at the time of giving up the possession of said premises & except in case he delivered the same up on the 8th day of Sept, five years after the ~~expiration~~ he took possession of said premises,

Defendant avers that in April 1864 Plaintiff was about selling said Real Estate & being anxious

to deliver the possession thereof to the
purchaser party who was ~~at~~
about to purchase it agreed with
Defendant in consideration that the
Defendant would give up to Plaintiff
the possession of the Land and
also his rights under said lease
& agreement to his interest in
the increase of the stock aforesaid
and the wool which might
thereafter be sheared from said
sheep for the remainder of said
lease that Plaintiff would pay to
Defendant five hundred dollars
& that all contracts & covenants
contained in the aforesaid lease
& agreement should be rescin-
ded & Defendant avers that ~~he~~ he
in pursuance of said contract with
Plaintiff gave up to him at the
time aforesaid the possession of
the premises & also the stock and
his interest in the same as aforesaid
but he avers that Plaintiff
wholly failed to perform his part
of said contract in that he wholly
failed to pay Defendant said
sum of \$500, or any part thereof
as by his contract he was bound to

do & for which Defendant asks
Judgment, Defendant further
averts that while he was in the
possession of said Lands, as
aforesaid plaintiff he came indebted
to him in a further large
sum of money the particulars
of which appear from the follow-
ing account viz in the year 1862

1862	for clearing fencing & draining 12 acres of Land at \$15 per acre	180,00
1862-3	for boarding 13 months at \$5, per month week	280,00
" "	for boarding S. Jewett at plaintiffs request 6 months weeks at \$5, per week	30,00
"	for washing	30,00
"	for rent of 10 acres Land at \$3, per acre	30,00
"	for cost advanced	125,00
"	for " " "	100,00
"	for 1 Lot of hay	30,00
"	for sowing 30 acres of Grass	60,00
"	for furnishing & sowing 12 Bushells wheat	44,00
1864		989,00

By rent of Land from
Sept, 1862 to April
24th 1864

\$330, = 330,00
Balance \$579,00

Defendant avers that the said services were performed by Defendant ~~by~~ for Plaintiff at his request & with his knowledge & consent and were accepted by him & that each item thereof was reasonably worth the amount charged therefor in the foregoing account & that Defendant advanced to Plaintiff the several items of cash charged in the within account at his request.

Defendant therefore denies that Plaintiff is entitled to recover Judgment against him for \$1350, or any part of it, & denies that Plaintiff has sustained any damage by reason of any failure of Defendant to comply with any contract or lease made by him with Plaintiff & prays Judgment against Plaintiff for the aggregate sum of one thousand & seventy nine dollars,

Jos. J. Williams
Atty. for Defendant

J. J. Jewett
no
John Moore

Amend or
Amend or
Amend or

Filed May - 17/869
C. C. v. J. J. Jewett
J. J. Jewett v. J. J.

J. Sebastian Jewett, Plaintiff } In the Circuit
Against } Court of Jef-
John Mabee, - Defendant } ferson County
May Term 1869,

The Plaintiff for replication to Defendant's amended Answer, filed May the 17th 1869, denies Defendant's allegation that said Lease did not authorize Plaintiff to rescind said Contract, after one year if Defendant mismanaged said property, - and denies that this right had any other qualifications to it, - and denies the allegation that Defendant was not bound by said Lease to leave 60 tons of hay and 300 dozen sheaves of oats, on said premises, unless he delivered the possession the 8th day of September, - And Plaintiff denies the allegation that Defendant fed said hay and oats to Plaintiff's stock, or any part of it, - And Plaintiff denies the allegation that he made an agreement, or promised to pay Defendant five hundred dollars, or any sum whatever, to induce him to give up said Leased premises, and his claim to the increase of the stock, and his share of the wool, - and denies that he promised to pay him any thing when the premises were given up, & states that

Defendant was required to, and did give up said premises because he had mismanaged the same, - And Plaintiff denies that Defendant is entitled to recover 500 dollars, or any sum whatever on any promise or agreement made by Plaintiff to induce the Defendant to give said premises, & his rights under said Lease, as Plaintiff denies that any such agreement was made, -

And Plaintiff denies that he ever requested Defendant to clear any land for him, or promised to pay him any thing for such services, & denies that he performed any such, - denies that Defendant cleared 12 acres of land for Plaintiff at \$15 per acre, worth 180 dollars, - and denies that Plaintiff owes Defendant 280 dollars for boarding, or any sum whatever, - and denies that he owes Defendant thirty dollars or any sum whatever, for boarding S. Jewett at Plaintiff's request, - and denies that he owes Defendant thirty dollars for any sum for washing, - and denies that he owes Defendant thirty dollars or any sum whatever for ~~the~~ rent of ten acres of land, - and denies that he owes Defendant 125 dollars for any sum whatever for cash advanced, and

denies that Defendant ever advanced any to Plaintiff, - except 100 dollars in part payment for the 330 dollars Defendant owed Plaintiff for the rent of said premises, - and denies that Defendant ever paid the balance (230 dollars) of said rent, - so, Plaintiff denies that he owes Defendant 100 ~~dollars~~, for money advanced, - and denies that he owes Defendant 30 dollars for a lot of hay & denies he got any hay of him, - And Plaintiff denies that he owes, or ever did owe the Defendant 60 dollars, or any other sum for sowing 30 acres of grass, - and denies that he owes Defendant 44 dollars or any sum for furnishing & sowing 12 bushels of wheat, And so, Plaintiff denies that he owes Defendant any of the items of his account stated in his Answer, - And denies that he owes Defendant 909 dollars, or any part of said sum, - and denies that ever did owe him any part of said sum, - And Plaintiff denies that he owes Defendant the aggregate sum of one thousand ^{and 73} dollars, or any part of said sum of money, - and denies that Defendant is entitled to off-set,

or recover any part of his alleged
Claim against Plaintiff, - and Plaintiff
will therefore pray Judgment on his
his original Petition pray as,

{ J. H. Thomas,
Attorneys for Plaintiff.

Jewett
r

Make

Replication -

Filed May 20 1869
Elias M. Cony att
By H. H. H. D.

Henry
 Henry cop. pet. ⁷⁵ files ⁴⁰ ²⁰ ¹¹⁰ ²⁵ ²⁰ ²⁰
 Indgt vs Deft. for ¹¹⁵ Indgt vs Plff for cash
 Sept 8 1870 13-6-175- 3.00
 Can't out ²⁰ motion ²⁰ motion among ans. 80
 rule ²⁰ Rep ²⁰ Ent & causing jury ⁷⁵ ⁸⁵ 1.50
 Indgt for cash ⁵⁰ Cont ²⁵ Cont ²⁵ 1.25
 Cont ²⁵ Indgt vs Deft by agreement ⁵⁰ 75
 Indgt vs Plff for cash ⁵⁰ and ³⁵ Ind ⁴⁵ 18pa ²⁵ 1.55 885

W. B. Co. Cash ⁵⁰ Ind ⁵ Ind & Indgt ²⁰ 75

Ind vs Plff. Surdef ¹⁰⁰ calls ¹⁵ 1.15

Lichtenmeyer calls ⁶⁰ 18pa ⁵⁰ 1.10

Ino M. Dunderberg } In the Circuit court
Jefferson^{co} County

~~Jefferson~~ Jefferson Co

\$ \$ \$ \$

fewell
vs
mahee

Bill Coshg

~~Jefferson Co. 1000~~

2981

W. J. Jewett
vs
John McAbee
