

Jefferson County Circuit Court
Case Files - Civil

April 1869

Box 23 Folder 4

Poston, Henry

vs.

Jenkins, J.D.

Breach of contract

Defendant refused to let plaintiff
finish a building on lot in DeSoto;
\$50 damages

In Justices Court Before B. J. Rappay in
 Henry Davis Poston Justice of the Peace
 Plaintiff
 against
 J. D. Jenkins
 Defendant

The petition of the above
 named plaintiff shows to this Court that he did
 on or about the ninth day of February A.D. 1869
 enter into a contract with the above named defend-
 ant to take possession of clear use and occupy
 a piece of land belonging to the said defendant
 located near the village of Leoto Jefferson County
 Missouri for the space and term of three years
 and the said defendant agreed to let the said
 plaintiff have use and occupy said land
 for the term of three years, and there was in
 said piece of land about four acres of land
 which the said defendant was to have and the
 the said plaintiff was to clear said land and to
 have all the timber thereon over and above
 the amount necessary to fence the same
 and that there was on said land over and
 above the timber necessary to fence said
 land ~~also~~ between thirty five and forty cords of
 wood and that said ~~wood~~ plaintiff has been
 damaged by being deprived of said wood, the
 sum of ~~fifty~~ ^{twenty five} dollars. And the plaintiff fur-
 ther shows that in pursuance of the agree-
 ment he made with said defendant
 he went on to said land and cut therefrom

Filed April 12 1869
 E. H. Conroy Clerk

Filed for Suit this
 20th day of Feb 1869
 B. J. Rappay

timber and commenced and did put up
with the knowledge and consent of said
defendant a log house and the said de-
fendant stood by and saw the said
plaintiff put up said building and
gave his assent thereto and after he
had raised the same, he the said
defendant refused to allow the said
plaintiff to go on and complete said build-
ing and refused to give the said plain-
tiff any rights therein but willfully
maliciously and wickedly drove
him therefrom - And the said plain-
tiff claims for his labor and service,
damages for work on said building
the sum of fifty dollars -

And the plaintiff claims damages
from the defendant by reason of the
conduct of said defendant and
his refusal to comply with his said
agreement the sum twenty dollars
for loss of time -

Henry Davis Boston
by his Attorney
Ira Leonard