

Jefferson County Circuit Court
Case files - Civil

January 1873

Kendrick, William
vs

Fine, William C.

Debt

Debt \$90 for money plaintiff

Paid on 320 acres in Shannon

County

Box 30 Folder 49

William Kendrick Plaintiff }
vs
William C. Pine, Defendant }

In the Circuit Court
of Jefferson County Mo.
Jan. Term 1873.

Plaintiff states that about the
day of 1870 he purchased
of Shurt three hundred and
twenty acres of land lying in
Shannon County Missouri for which
he was to pay said Shurt three hun-
dred and twenty dollars: That he
paid said Shurt at the time of the
purchase the sum of Ninety
dollars and agreed to pay the balance
in one year from that date
and took from said Shurt a
bond for title to said land
when he should pay the balance
of the purchase money. Plaintiff
states that about the month of
1871 the Defendant
proposed to buy the said three hundred
and twenty acres of land from
Plaintiff for which Plaintiff

asked five hundred dollars but which
sum Defendant would not agree
to give. The Defendant then
~~took a letter from~~ Plaintiff went
to the said land and proposed to
said Plaintiff to buy it when Plaintiff
informed Defendant that Plaintiff
had bought the land and
had paid \$90 on it and had
agreed to pay him two hundred
and thirty dollars more whereupon
Defendant proposed to take the land at the
same figures and would pay
Plaintiff the ninety dollars paid
by him on said land and
would, ^{now} said Plaintiff the two hun-
dred and thirty dollars still
due on the land from Plaintiff
whereupon Plaintiff said that
accepted and received from
said ~~Defendant~~ Defendant \$230
with the express agreement that
he was to pay Plaintiff the said
sum of ninety dollars and that
afterwards the Defendant agreed
with Plaintiff to pay him the
said sum and which Plaintiff
agreed to accept and release

his interest in said land which
are conveyed to said Defendant
by said trust, which sum Plaintiff
has demanded from Defendant but
which Defendant has failed and
neglected and still fails and
neglects to pay and for which
and the interest thereon the
Plaintiff asks judgment.

John L. Howard Esq.

William Keweenaw

vs

William C. Fene

Relators.

Filed Dec 10 1872

Wm. Dwyer & Co

vs
Edw. C. Ho. Marine

Defn

William Kendrick Plaintiff }
William E Fine Defendant }

In the Circuit Court of Jefferson
County Mo. Jan Term 1873

Plaintiff states that about the day of
1870. he purchased of Sheet. three hundred and
twenty acres of land. lying in Shannon County Missouri,
for which he was to pay said Street. three hundred and
twenty dollars. that he paid said Street at the time
of the purchase the sum of ninety dollars. and
agreed to pay the ballance. in one year from that date.
and took from said Street. a bond for title to said land
when he should pay the ballance of the purchase money.

Plaintiff states. that about the month of
1871. the Defendant proposed to buy the said three
hundred and twenty acres of land. from Plaintiff.
for which Plaintiff asked five hundred dollars. but
which sum Defendant would not agree to give.

The Defendant then went to see said land
and proposed to said Street to buy it. when Street
informed Defendant. that Plaintiff had bought the
land and had paid \$90 on it and had agreed to
pay him two hundred and thirty dollars more.
whereupon Defendant proposed to take the land at
the same figures. and would pay Plaintiff the
ninety dollars paid by him on said land. and
would pay said Street the two hundred and thirty
dollars. still due on the land from Plaintiff

which proposall said Street accepted, and received from said Defendant \$230 with the express agreement that he was to pay Plaintiff the said sum of ninety dollars, and that afterwards Defendant agreed with Plaintiff to pay him the said sum, and which Plaintiff agreed to accept, and release his interest in said land which was conveyed to said Defendant by said Street. which sum Plaintiff has demanded from Defendant but which Defendant has failed and neglected and still fails and neglects to pay, and for which, and the interest thereon the Plaintiff asks Judgment

John L. Thomas & Bros.

A true copy of the original Petition now on file in my office

Witness W. S. Boyce clerk of said court, with the seal thereof hereunto affixed this December 10th 1872

W. S. Boyce clerk
By Thos. H. Stone Deputy Clerk

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 *William C Fine*

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

William Kendrick

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

W. S. Boyce
Witness, **ELIAS F. HONEY**, Clerk of our said
Circuit Court, with the seal thereof hereunto affixed,
at office in Hillsboro, this *tenth*

day of *December* A. D. 18*72*

W. S. Boyce Clerk Circuit Court.
By *Thos. Morris* Deputy.

I Executed the Within in the county of Jefferson State of
Missouri on Wm C. Fine by Delivering him a true copy of
the writ and Petition as furnished me by said clerk
on the 13. day of December 1872

J. B. Prop Sheriff

3590
RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

January Term, 1873

William Kendrick Plaintiff

AGAINST

Wm C Fine

Defendant

Original

10 Dec

Sheriff Fee 1.00

William Kendrick. Pff. } In the Circuit
 ^{ns} } Court of Jefferson
William C. Fine Def. } County Missouri

Now at this day comes the Defendant and
for answer to plaintiffs petition says
he has no knowledge or information
sufficient to form a belief as to whether
the plaintiff about the day of
1870 purchased Three Hundred and
Twenty acres of Land lying in Shannon
County Missouri of one Street or
not nor as to whether plaintiff agreed
to pay said Street \$320.⁰⁰ therefor or not
neither has defendant any knowledge
or information sufficient to form a
belief as to whether plaintiff paid
said Street at any time ninety-
dollars on account of said Land
or not nor has defendant any
knowledge or information sufficient
to form a belief as to whether or not
plaintiff agreed with said Street to pay
to him the balance of such purchase
money in one year from that date or
at any time or as to whether or not
plaintiff took from said Street a Bond
for title to such Land when he should pay
the balance of the purchase money

Defendant denies that about the ~~month~~ 1871 he
month of ~~the~~ 1871 he
proposed ~~to~~ to buy the said three
hundred and twenty acres of Land
from plaintiff ~~or that~~ and denies that
plaintiff asked him five Hundred Dollars
therefor and denies that he defendant
refused to give such sum for he denies
all attempts or negotiations with the
plaintiff ~~or that~~ he had any conversation
with him in regard to said Land, defendant
denies that he went to see said Land and
proposed to said Street to buy it and
denies that said Street informed plaintiff
defendant that plaintiff had bought the
Land or that he had paid \$90.⁰⁰ on it
or that he had agreed to pay him \$230.⁰⁰
or any other sum more and defendant
denies that he then proposed to ~~pay~~
take the Land at the same figures
and pay plaintiff the ninety Dollars
paid by him on said Land and to
pay said Street the two Hundred and
thirty still due on the Land from plaintiff
plaintiff and denies that said Street
accepted any such proposal of
defendant as defendant denies
having made any such proposal

Defendant denies that said Street
received from him \$230.⁰⁰ with the
express agreement that he would
pay Plaintiff said sum of ninety-
Dollars or that any agreement of the
kind was ever made and defendant
denies that he afterwards agreed with
Plaintiff to pay him the said sum or
any sum whatever or that Plaintiff
agreed to accept the same and to
release any interest in said Land for
defendant utterly denies any agreement
with Plaintiff touching said Land or
any money whatever, denies that
Plaintiff ever demanded the said sum
of money of defendant or that defendant
owes the same or any part of it to
Plaintiff and denies that Plaintiff is
entitled to judgment for the same or
for any sum whatever & prays
judgment for costs

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J. J. Williams
Atty for Defendant

Mr. Kendrick
m

Mr. L. Fine

Answer to
Defendant

Filed July 20 1873

W. D. Boyce

cc

William Kendrick, In person
Wm C. Fine } Circuit
Court

Defendants moves the court
to require Plaintiff to give
security for costs because

1st Because Plaintiff is
insolvent Williams
for defendant

Forster
Lucques. &

Am. Boston.

Am. Kendrick

on

Wm. C. June

notion for
security for
costs

Filed May 20th 1873

W. S. Boyce
Clerk