

Jefferson County

Circuit Court

Case Files - Civil

January 1874, No. 27

Glauzenskie, Paul

vs

Steubinger, John

Breach of contract

Involved lease of 2 1/2-story brick
house on Lot 2, Block 6 in The 50th;
\$350 damages

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Paul Glowzenskie, - Plaintiff } In the Circuit
 Against } Court of Jef-
 John Heubenger, - Defendant } ferson County
 Missouri
 } January Term 1874

The Plaintiff states that on the 13th day of April 1873, he and the Defendant entered into a written Contract, by which the Defendant rented to Plaintiff the following Premises, to wit, a Two and a half Story Brick house on Lot No. Two, in Block No. Six, in the Town of De Soto, in Jefferson County Mo, for one year, ending on the 31st day of April 1874, and also, certain furniture then in the House, and which was estimated at \$105.60, and which was to be returned to Defendant, at the expiration of said Term, - And Plaintiff ^{states} that on the 10th day of November 1873, while said Lease was yet held by Plaintiff, and while he still held possession of said House and Lot, he and the Defendant made a Contract as follows, to wit, that the Defendant agreed to pay Plaintiff ^{for the remaining part of said Term} three hundred and fifty dollars, and release him of the month's rent then due, and in Consideration of which, Plaintiff ^{to surrender said Lease, and} agreed to deliver up the possession of said House and Lot to the Defendant, and to deliver up to him the said personal

property, that is, all of said household furniture that remained and which was received by Plaintiff of Defendant, when the Lease was made. And by said Contract, Defendant was to pay said \$ 330.⁰⁰ in five days from that date, and thereupon Plaintiff was to deliver him the possession of said House and Lot, and said furniture. And the Plaintiff states that in pursuance of said Contract, he was ready, and offered to move and deliver up said ^{and said furniture} premises, to Defendant in five days after making said Contract, but Defendant not being prepared to pay him then, he remained ~~remained~~ in possession at Defendant's request till the 10th day of December 1873, when he moved out of said House, and delivered up said House and Lot, and said household furniture to the Defendant in pursuance of said Contract, and then demanded of Defendant the said sum of three hundred and fifty dollars, and a release of said rent, according to the terms of said Contract, - but the Defendant, in violation of the terms of said Contract, refused to pay Plaintiff said sum of three hundred and fifty dollars, or any part of it, or to release to him the rent then due him. Plaintiff therefore avers that he has fully performed said Contract on his' part,

but that the Defendant has failed to comply with the terms of said contract on his part, by failing to pay, though often requested so to do, said three hundred and fifty dollars, or any part of it, and by failing to release Plaintiff of said rent.

Plaintiff therefore states that the Defendant yet owes him said sum of three hundred and fifty dollars, and for which sum and the interest thereon, Plaintiff asks Judgment.

Abner Green
Attorney for Plaintiff

In the Circuit Court of
Jeff. Co. Jan-y Term 1874

Paul Georgouskie

vs.

John Steuberger

Petition

Let Summons issue

A. Green

for Deft.

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 Steubinger

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

Paul Gwozewski

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

Witness, W. S. BOYCE, Clerk of our said

Circuit Court, with the seal thereof hereunto

affixed, at office in Hillsboro this *12th*

day of *Dec* A. D. 18*73*

W. S. Boyce

Clerk Circuit Court.

By

E. W. Horne

Deputy.

Executed the within Summons at the County of
Jefferson State of Mo, on the 12th day of Dec. 1873
by delivering to the defendant John Stubinger, a copy
of the within summons and annexed petition as
furnished me by the Clerk

J. B. Moss Sheriff
By W. A. Williams Deft

325-29

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

January Term, 1874.

Paul H. Langewiesche

vs.

John Stubinger

(original)

Shewill bear 1.00

per Dec 12

In the ~~heir~~ ^{heir} of
Pepperum he, Mrs.
Sammy Fern 1874

Paul Gengensky
pleth.

John Stuberger,
dependant,

—

Matien
by dependant, for
security for costs,

—

Filed June 15 1874
w. J. Boyce Cl

Paul Glanzensky, plaintiff,
 agent
John Steubinger, defendant.

In the Circuit Court
of Jefferson County
Missouri,
May Term 1874.

Now comes defendant by his attorney, and by leave of court, files the following answer to the petition of plaintiff,

Defendant admits, that on the 15th day of April 1873, plaintiff and defendant entered into a written contract, by which defendant rented to plaintiff the premises, described in plaintiffs petition, that is, a two and a half story brickhouse, on Lot No. two in Block No. six in the town of Dicks, in Jefferson County, Missouri, for one year, ending on the 21st day of April 1874. But denies, that the furniture, then in the house, and to be returned at the expiration of said Lease-term to defendant was estimated at \$105. 60. or any other amount in said Lease in writing.

Defendant denies, that on the 10th day of Novem-
ber 1873. or at any other time, while said Lease
was yet held by plaintiff, and while plaintiff
still held possession of said house and Lot, plai-
ntiff and defendant made a Contract, as des-
cribed in plaintiff's ~~plaintiff's~~ petition, and that
in such Contract defendant agreed to pay plai-
ntiff for the remaining part of said term three

hundred and fifty dollars, as plaintiff states, or any other amount, and release him of the months rent then due, and that in consideration thereof plaintiff agreed to surrender said Lease and deliver up the possession of said House and Lot to the defendant and to deliver up to him the said personal property, that is, all of said household furniture that remained and which was received by plaintiff of defendant, when the lease was made, and that by such contract defendant was to pay said \$350⁰⁰ or any other amount in 5 days from that date, and thereupon plaintiff was to deliver to defendant the possession of said House and Lot and said furniture. And defendant denies, that any contract was made between him and plaintiff at or about the time mentioned, similar to the contract, stated in plaintiffs petition.

And defendant, having denied the making of such contract, also denies, that in pursuance of such contract or any contract, plaintiff was ready and offered to move and deliver up said premises and said furniture to defendant in five days after making such contract, and that, defendant not being prepared to pay him then plaintiff remained in possession at defendant's request, till the 10th day of December 1873. or any

and defendant, denies that
after time, ~~when~~ ^{and defendant, denies that} plaintiff moved out of said house,
and delivered up said house and lot and said
household furniture to defendant, in pursuance of
such contract, and that plaintiff demanded of
defendant the said sum of three hundred dollars
and fifty dollars and a release of said rent
according to the terms of said contract, and de-
fendant denies, that he in violation of the terms
of said contract or any contract refused to
pay plaintiff said sum of three hundred and
fifty dollars or any part of it and to release
to him the rent then due him.

And defendant, having denied the making
of said contract, also denies, that plaintiff
has fully performed such contract in that part
and that defendant has failed to comply with the
terms of said contract, or any contract, in his
part in manner and form as plaintiff states.

And defendant therefore denies that he owes
plaintiff said sum of three hundred and fifty
dollars or any sum whatever.

Defendant further states, that on the 25th day
of November 1873, he brought suit against plain-
tiff, ^{before S. H. Bissett, a Justice of the Peace of Ball's Township Jefferson Co. Mo.} for the possession of said premises, on ac-
count of the non-payment of rent therefore from
September 21st 1873, till October 21st 1873, amounting
to sixty dollars, and also for said rent, that
in such suit he defendant before said Justice

recovered judgment against ^{on December 2^d 1873,} Jolem Tiff, for
said rent and for the possession of said
premises. Defendant further states, that said
judgment, as far as it is for said rent is still
unsatisfied, and that the plaintiff did not
deliver possession of said premises to defendant
in pursuance of the contract, stated in plain-
tiff's petition or any contract, made between
plaintiff and defendant, as plaintiff states,
but in pursuance of said judgment, which
defendant obtained against plaintiff for the
possession thereof.

Defendant further states by way of set-off,
that beside the judgment, aforesaid, which he
obtained against plaintiff for rent of said
premises, plaintiff is indebted to defendant
in the sum of sixty dollars for rent of
said premises for the month from October
21st 1873. till November 21st 1873. accord-
ing to the lease described in plaintiff's pe-
tition, for which he asks judgment
against plaintiff.

Henry F. Ahlness,
Atty. for defendant.

In the Circuit Court
of Jefferson Co. Mo.
May Term 1874

Paul Montgomery,
Plaintiff,

against
John Atchinger,
Defendant,

Answer by Depen-
dant,

Filed April 7 1874

M. S. Boyce & Co
De Otho Morine

Attest

Paul Glanzensky, plaintiff, } In the Circuit Court
vs. } of Jefferson County,
John Stubniger, deft. } Missouri,
May Term 1874.

Now comes defendant by his Attorney, and
moves the Court, to dismiss the above entitled
action for the reason that plaintiff has failed,
on or before the day named in the rule of Court,
heretofore made for security for costs, to
file the undertaking of some responsible per-
son, being a resident of this State, whereby he
binds himself to pay all costs, which have ac-
crued or may accrue in ^{said} such action,

Henry F. Ahlborn,
Atty for deft.

In the precinct court
of Jefferson Co.,
Mo.
May Term 1874

Paul Glaziersky
Plaintiff,

vs.
John Stuberger,
Defdx

35-29
Motion

to dismiss suit,
made by defdx.

Filed May 13 1874
W.S. Boyce
clerk