

Jefferson County Circuit Court
Case Files-Civil
February 1876

Box 35 Folder 23

American Plate Glass Co. of Detroit, MI

vs.

Sargent, Charles A.

Appeal

Defendant appealed from IP
William P. Wade on unlawful
detainer of 2-story frame boarding
house on Ward Ave. in Crystal
City; depositions

State of Missouri } ss.
Jefferson County }

The American Plate Glass Company
of Detroit Michigan
Plaintiff

Before
Justice
Hader

against
Charles A. Sargent,
defendant.

Unlawful detainer

The American Plate Glass Company, of Detroit Michigan, a corporation, Plaintiff, complains of Charles A. Sargent, defendant, and says:

That said Plaintiff is a corporation under the laws of the State of Michigan duly organized as such, and doing business in the State of Missouri:

That the said defendant Charles A. Sargent now unlawfully detains and ever since the first day of February A.D. 1876 instant has unlawfully detained from said Plaintiff; who is the owner and entitled to the possession thereof the following described lands & tenements together with the improvements thereon below mentioned, situate in the village or town of Crystal City in the County of Jefferson and State of Missouri, to wit:

That certain lot of ground in said village of Crystal City fronting on Ward Avenue having a front on said Avenue or Street of (100) one hundred feet more or less by about (125) one hundred and twenty five ^{feet} in depth - transversely fourteen feet more or less in width upon which lot is situate

State of Missouri } ss.
Jefferson County }

The American Plate Glass Company
of Detroit Michigan } Plaintiff
Before
Justice
Wade.

against
Charles A. Sargent,
defendant. } Unlawful detainer

The American Plate Glass Company, of Detroit Michigan, a corporation, Plaintiff, Complainant of Charles A. Sargent, defendant, and says:

That said Plaintiff is a corporation under the laws of the State of Michigan duly organized as such, and doing business in the State of Missouri:

That the said defendant Charles A. Sargent now unlawfully detains and ever since the first day of February A.D. 1876 instant has unlawfully detained from said Plaintiff; who is the owner and entitled to the possession thereof the following described lands & tenements together with the improvements thereon below mentioned, situate in the village or town of Crystal City in the County of Jefferson and State of Missouri, to wit:

That certain lot of ground in said village of Crystal City fronting on Ward Avenue having a front on said Avenue or Street of (100) one hundred feet more or less by about (125) one hundred and twenty five ^{feet} in depth - namely fourteen feet more or less in width, upon which lot is situate

a two story frame house containing ten rooms more or less and which house is numbered or designated as Numbers 3 and 4: being the same premises heretofore by said defendant rented from said Plaintiff and by him occupied as a boarding house:

Plaintiff further states that in and for sometime prior to the month of December 1875 it said Plaintiff was and has ever since been and now is the owner and seized in fee of said lot of land above described that prior to said month of December 1875 defendant had rented from Plaintiff as such owner thereof the said lot and house and obtained possession thereof under said letting and not otherwise and from time to time paid to Plaintiff rent therefor at the rate of twenty dollars per month: that said Contract of renting under which defendant so held and under which he in fact in and prior to December 1875 was occupying said premises as Plaintiff's tenant, was not made in writing but was a verbal letting to defendant of the said premises to wit said two story frame house and said lot on which the same stands: that said house was when so first rented to Defendant and ever since has been and still is a house in a village, to wit the village or settlement known as Crystal City in Jefferson County, State of Missouri: that by force of the statute in such case made and provided said agreement of letting created on ^{the} part of defendant a tenancy from month to

mouth of said house and lot: that defendant
never in fact occupied or was in possession
of said premises except as plaintiff's tenant
under said verbal letting: that by force of the
Statute in such case plaintiff was entitled at
any time to terminate said tenancy by giving
to defendant one months notice in writing of its
intention to terminate the same: that in the month
of December 1875 plaintiff did by its agent
give notice in writing to defendant personally
of its plaintiff's intention to terminate such tenancy
at the end of the next succeeding month of said
tenancy to wit on the first day of February A.D.
1876: that thereby said tenancy was terminated
on said first day of February A.D. 1876 on and
from which date defendant ceased to be a tenant
of said premises: that on said first day of February
A.D. 1876 plaintiff did by its agent duly author-
ized demand of defendant both verbally and in
writing the deliverance to the agent of plaintiff of
the possession of said premises: that said defen-
dant then and there refused and ever since hath
neglected and refused to comply with said de-
mand, and did then and there refuse and
hath ever since refused and neglected to quit
the possession of said premises but did then and
there unlawfully detain and hath ever since
unlawfully detained the possession of the same
from plaintiff.

Plaintiff further states that the rent which defendant agreed to pay for said premises during his said tenancy thereof was twenty dollars per month and that defendant has paid said rent at that rate to plaintiff up to the first day of February A.D. 1876 but that no rent has been paid by or for him or received by plaintiff accruing since said date last stated -

Wherefore Plaintiff prays for judgment against said defendant for restitution of said premises above described and also for damages and for rents and profits until restitution be made and for Costs as by law in such case provided -

By *Thos. C. Gorman*
Manager and Agent of said
American Plate Glass Company of the
City of Detroit, Michigan.

Attorney for Plaintiff

State of Missouri }
County of Jefferson } ss.

Thomas C. Gorman, undersigned, being duly sworn on his oath says:

That affiant is the manager and agent of the Plaintiff above named the American Plate Glass Company of the City of Detroit, Michigan: that he has read the foregoing complaint and knows the contents thereof that affiant truly believes the foregoing complaint and the several matters therein as stated are true

Signed *Thos. C. Gorman*

I warrant this 13 Day of Feb 1876
Wm. J. Wade
J. S.

Filed Feb'y 29 1876
@Hassine
cen

The State of Missouri, to the Constable of Joachim
Township, in the County of Jefferson.
Greeting.

You are hereby commanded to
summon Chas A. Sargent of the County
of Jefferson, to appear before the undersigned,
Justice of the Peace, within and for said
County, at my House and Office in the
same County on the nineteenth day of
February 1876, at the hour of ten O'clock
in the forenoon of that day, then and there
to answer and defend against the complaint
of Thos G. Gorman, Agent and Manager of the
American Plate Glass Co. of unlawful detainer
made by the said Chas A. Sargent, upon
the lands of the said Thos G. Gorman, ^{as} Agent
and Manager of the American Plate Glass
Co. as by the complaint of the said
Thos G. Gorman Agent & Manager hereto
annexed will more fully appear, and
have you then and there this writ,

with the return, of your proceedings therein.
Given under my hand this twelfth day
of February, 1876.

J^m L Wade
J. Peake.

At the risk and
request of Plaintiff.
I hereby authorize
A. P. Schenck to
execute this writ.
W² of Warr
J. J. Evans

Filed Feb 29 1876
C. M. O. Adeline
C. M. O.

I hereby certify that I have executed the within. By
reading the same to Chas. A. Sargent, at his
residence in Crystal City Jefferson Co Missouri
on the twelfth day of February 1876

A. P. Schenck

Constable

the Detroit American plate glass co
ad -

C. A. Sargent, Defendant } plaintiffs
vs }
J. P. }
Wash }
D. }
- }

Sheriffs fees in above
cause for detaining out

Defendant under execution issued
by Justice - said execution being returned
satisfied - only so far as possession
of the premises occupied by Defendant

\$ 6.00

By August of Sept. 1891

PracKenridge

Filed April 6 1876

C. J. Hornum
Clerk

the american plate glass Co) plaintiff
Thos. L. Gorman as agent } before Wm J
At Law } Wade - J. P.
C. A. Sargent Defendant

This affiant states the application for an ^{x appeal} by
C. A. Sargent - Defendant in the above entitled
cause is not made for delay or vexation
but because this affiant believes that the
appellant is injured by the Judgement of
the Justice

Subscribed & Sworn to C. A. Sargent
before me this 19 day
of February 1876

Wm J Wade
Justice of Peace

brunson

Affidavit
of Sargent
in the
appeal

Filed Feb 29 1876
Otho Herne
clerk

W^m C. A. Sargent as principal & W^m S. Boyle as attorney
acknowledge our debts indebted to, Thos
J. Enman as agent of the American plate Glass
Company & as the complainant of said
Company in the sum of \$200 (and also
all the rents profits and costs that
now or may be adjudged by the appellate
court against C. A. Sargent defendant in
an action of unlawful Detainer, upon this
this condition whereas C. A. Sargent has
appealed from the Judgement of W^m P. Wade
as Justice of the peace in an action of unla-
wful Detainer between Thos. J. Enman as
Complainant and C. A. Sargent defendant
now if the said C. A. Sargent defendant
shall prosecute his appeal with effect &
without delay neither commit nor suffer
to be committed any waste or damage on
the premises whereoff Detention is adjudged
& pay all rents profits & damage & costs
that may be adjudged against him & otherwise
abide the Judgement of the Circuit Court in
said cause then this recognizance to be
void

hands

Given under our hand This 25 day of
February 1876

Attested W^m P. Wade
Justice of the
Peace

C. A. Sargent
W^m S. Boyle

v of Detroit Michigan

The American Plate Glass Company v
Thos. L. Enman agent & manager of said
Company at Crystal City ^{Jefferson County} State of Missouri
Plaintiffs v Against

C. A. Sargent Defendant of same place
Plaintiff filed for suit a demand against the
Defendant on this 12 day of Feb. 1876 of unlawful
detainer made C. A. Sargent defendant of a
certain house now occupied & unlawfully held
by defendant in the County & State above & in
Crystal City known as the property of the said
American Plate Glass Company as is fully described
in plaintiffs demand besiped by affidavit of
Plaintiff & known as house No 3 & 4 & said
to contain about 10 rooms & plaintiff further
states that after demand being made & served on
defendant in writing for the possession of said
house & premises as above numbered defendant
still refuses to give plaintiff the possession
of the same -- therefore plaintiff asks & prays
Judgment against defendant for the possession
of said house & tenements as set forth in plaintiffs
demand together with rents & ~~the value of the~~
damages & cost of same by reason of such
unlawful detention as set forth in plaintiffs
demand

Wm. P. Wade

J. Pease

A summons is this day issued in the above
cause Feb 12-1876 & to the Court be
directed made returnable on the 19 of Feb
1876

Wm. P. Wade

J. Pease

Filed Feb 29 1876
Chas. H. H. H.
Clerk

The Summons was returned by A. G. P. Blanks
bonshie exhibited & served on the above
defendant this 12 day of Feb 1876 by leading
same to C. A. Sargent defendant at his
residence in Crystal City Jefferson County Mo
W. D. Wade

And now on this 19 day of Feb 1876 & at one o'clock P. M. comes
the plaintiff --- The defendant being
duly served with summons & being lawfully called
comes not --- but makes default & makes
no appearance whereupon this cause is heard
upon the complaint & the evidence adduced
by plaintiff, before the Justice undersigned
the plaintiff not demanding a Jury & the
Court finds the defendant C. A. Sargent
guilty in manner & form as charged in
the Complaint & does further find that the
complainant has sustained damage by reason
of the unlawful detention of the premises to the
value of \$13.10 - & also that the value of
the monthly rents & profits of the said
premises is \$20 --- - whereupon it is
ordered & adjudged that the complainant
have restitution of the premises described
in his complaint & with

that a certain lot of ground in the village
of Crystal City in Jefferson County Missouri
fronting on avenue having a front on said
avenue of - 100 ^{feet} - more or less by about 125
feet in depth to an alley - 14 feet more or less
in width upon which lot is situated a two
story frame house containing 10 rooms

more or less & which house is numbered
& described) 3 & 4(& That the complainant
debtor of defendant The sum of \$26-20
for his damages & also at the date of \$40-
per month for rents & profits from the
19 day of Feb 1876 until distribution be
made to Sethes with costs - & That he
has execution in conformity with this
Judgement
Wm J Wade
J Seal

Execution issued Feb 19 -
1876 in conformity with this Judgement
to The Sheriff of Jefferson County directed

And now on this 19 day of Feb 1876
at the hour of 4 - o'clock P M comes
C. A. Sargent The defendant & prays the Court
to Grant an appeal ^{to the next term of Circuit Court 1876} in the above cause as
will fully appear by defendants affidavit
for same to Sethes with defendants Bond
annexed thereto Which appeal was granted
by the undersigned Justice
Wm J Wade

Justice fees in above cause	Bond proposed	\$ 50
one Summons	\$1.00	Affidavit
affidavit & oath	20	Total
Docketing	20	lunch for fees
2 Subpoenas	70	1 Summons - #
Swearing same	10	1 witness & mileage
Judgement	50	2 witness & mileage
Execution	75	A. S. J. Seal's lunch &
entire appeal	15	Witness fees
transcript of Docket	75	millen large
		Witness No. 2
		Total

This is to certify that the above manuscript is
a true & complete copy of the original as the
same appears on file in my 'Jole Ket
Bin' in under my hand this 25th day
of February A.D. - 1876

Wm. L. Wade
S. L. L. L.

Transcript of, C. H. Sargent

American Plate Glass Company
Plaintiff

^{vs}
Charles T. Sargent
Defendant

State of Missouri
County of Jefferson
In the Circuit Court
of said County

And now comes the plaintiff
above named and moves
the said Circuit Court of
Jefferson County State of Missouri
to dismiss the appeal of
said defendant in this cause
for the reason that it appears
from the transcript of the
Justice of the Peace in this
cause that said appeal was
prayed and allowed without
any motion being made
by defendant to set aside
the judgment by default
rendered against him by
the said Justice.

By Hitchcock Hubert Plager
Attorney

No 112

American Plate
Glass Company
vs

Charles A. Chargent

Motion of Plaintiff
to dismiss appeal

Motion submitted May 9th
Prayer to be filed & answered
by Sept. 1st Sept. Term 1876

Filed May 9th 1876
C. Ho. Stone Clerk
Hatchcock Hubbard & Hayes

NOTICE TO TAKE DEPOSITIONS.

[Wagner's Statutes, page 523, Sec 9; page 524, Secs. 10-13.]

The American Plate Glass Company
of the City of Detroit, Michigan

Complainant
Plaintiff

AGAINST

Charles C. Sargent

Defendant

In the *Circuit*

Court of *Jefferson County*

County of *Jefferson*

Appeal from Justice Trade

STATE OF MISSOURI.

To the above named defendant or his attorneys of record

YOU ARE HEREBY NOTIFIED, That depositions of witnesses to be read in evidence in the above entitled cause, on the part of the *Complainant* will be taken at the *law office of Hitchcock Lubbe & Player, attorneys at law* No 210 north 3^d Street in the city of St. Louis

in the County of *St. Louis* and State of *Missouri* on the *2^d* day of *June* 187*6*, between the hours of eight o'clock in the forenoon and six o'clock in the afternoon of that day; 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.

Service of the above notice is hereby acknowledged; and issue of dedimus, and all exceptions as to time, waived.

St. Louis May 30th 1876

Hitchcock & Jones

Attorneys for defendant

Hitchcock Lubbe & Player

Attys for 2^d Complainant

Deposition
of

Witness, produced, sworn and examined,
on the 2^d day of June, in the year of
our Lord, 1876, between the hours of eight
o'clock in the forenoon and six o'clock
in the afternoon of that day, at the office
of Hitchcock, Lubke & Payer, 210 South 3^d
Street, in the City of St. Louis, in the County
of St. Louis, and State of Missouri, before
me Henry Orpen, a Notary Public within
and for the County and State aforesaid, duly
qualified January 2^d 1874, my term ex-
piring December 26th, 1877, in a certain
Cause, now depending in the Circuit Court
of the County of Jefferson, in the State
of Missouri, between The American Plate
Glass Company, of the City of Detroit, Michigan,
Complainant, and Charles E. Sargent, Defend-
ant, on the part of the Plaintiff.

Thomas G. Gorman, of lawful age, being pro-
duced, sworn and examined, on the part
of the Plaintiff deposes and saith:

Direct Examination By

Mr. O'Leary.

- 1 Q Do you know the parties to this case, Mr.
Gorman? A Yes, sir.
- 2 Q What is your business, Mr. Gorman?
A Manager for the American Plate
Glass Works, Crystal City, Jefferson County,
Missouri.
- 3 Q How long have you occupied that position,
sir? A Since the 1st December,
1875.
- 4 Q Since that time what place has been
your residence? A Crystal City.
- 5 Q How large a place is Crystal City?
A A population of probably five
hundred inhabitants; about five hun-
dred.
- 6 Q About how many houses? A I believe
twenty six houses.
- 7 Q Of what kind? A There are num-
ber of houses, tenements occupied by
the men employed in the works;
there is the Glass House and other build-
ings for the purpose of manufacturing
and furnishing the Plate Glass; black-
smith shops, machine shops, boiler

- house, etc., belonging to the Company.
- 8 Q And a store? A And a store, post office, and offices belonging to the works.
- 9 Q Do you know the premises described in the complaint in this case which were formerly occupied by Sargent?
- A I do.
- 10 Q Do you know whether they are situated in Crystal City?
- A They are.
- 11 Q Do you know whether Sargent was occupying those premises on the 6th of December, 75 when you became Manager of the Company?
- A Yes, he was.
- 12 Q Did he have any written lease?
- A No written lease that I know of.
- 13 Q What was the nature of his tenancy?
- A He was a monthly tenant paying his rent from month to month the same as the other tenants who rented houses from the Company, but this house was kept for the purpose of a boarding house for the convenience of occupation of the men employed at the works principally.
- 14 Q At what time during each month did his rent become due?
- A His rent be-

came due the 1st of every month.

15 Q What was the rent that he was paying, if you remember? A. \$20 a month if I recollect right.

16 Q You know Charles E. Sargent personally as you? A. Yes, sir.

Paper marked Exhibit A. Shown to the witness.

17 Q Will you look at the paper I hand you Mr. Gorman and say whether you recognize it? A. Yes, sir, I recognize that paper.

Defendant here admits that the copy of the paper marked Exhibit A. was served on him as appeared on its face on the 15th of Decr 75.

Defendant admits that the paper marked Exhibit B. was duly served on him February 1st. 76.

Cross Examination By
Mr. Jones.

18 Q How long has Mr. Sargent been a tenant there, Mr. Gorman, occupying that house? A. I don't really know how long; previously to my going there he occupied the premises,

19 2 Do you not know from the records of
the Company? A. I have not
looked for them.

20 2 Do you not know approximately how
long he was there? A. I couldn't
really tell you how long he was
there. I never took pains to ex-
amine how long he was there.

21 2 Can't you say whether he had been
there three years? A. I don't think
he was. I can't say.

It is stipulated and admitted on be-
half of the Defendant by J. Blackburn
Jones, Esquire, of counsel and attorney of
record for said Defendant Charles E.
Sargent in this cause that the said
Defendant Charles E. Sargent was on and
before the 15th day of December, A.D. 1875
occupying the premises at Crystal City,
Jefferson County, Missouri, which are
described in the written demand of
possession a true copy of which is
attached to this deposition and marked
Exhibit B; that said Sargent was so
occupying the same as a tenant of the
Plaintiff in this cause, the American
Plate Glass Company, of the City of De-
troit, Michigan, under a verbal letting

of said premises to him by said
Company and without any lease
or agreement in writing respect-
ing the same; And that said
Dargent continued to occupy said
premises after the receipt of the no-
tice to quit, a copy of which marked
Exhibit A is annexed to this depo-
sition up to and after the service of
on said Dargent by said Plaintiff
of the written demand of possession
of said premises, a copy of which
is annexed to this deposition mark-
ed Exhibit B; that said notice
to quit Exhibit A was served on the
Defendant on the 15th of December,
1875 in behalf of said Plaintiff and
said demand of possession Exhibit B
was served on him in behalf of said
Plaintiff on February 1, A.D. 1876.

Thos. G. Gorman

Subscribed and sworn to before me, on the
day, at the place, and within the bounds
first aforesaid

Henry Orpen, Notary Public
within and for St. Louis, Co. Mo.

I, Henry Orben, a Notary Public within and for the County of St. Louis, State of Missouri, duly qualified January 2d, 1874, my Term expiring December 26th, 1877, do certify, that in pursuance of the annexed notice, came before me, at the office of W. Belmont, Lubke & Plager, No. 210 North Third Street, in the City of St. Louis, in the County and State last aforesaid Thomas G. German, who was by me sworn to testify the whole truth of his knowledge touching the matter in controversy aforesaid; that he was examined, and his examination reduced to writing, and subscribed by him in my presence, on the day, between the hours, and at the place in that behalf first aforesaid, and his said deposition is now herewith returned.

Henry Orben, Notary
Public within and for
St. Louis Co., Mo. —

Office of American Plate Glass Company,

Saint Louis, Dec 14th 1875

Mr. C. A. Sargent
Crystal City
Ar.

You are hereby notified
to quit and deliver up the premises
now occupied by you at Crystal City
in one month from the day when
you rent shall next become due
and payable, it being the intention
of the American Plate Glass Company
to terminate your tenancy at that time.

Yours respectfully,
E. M. Wittenberg,
President

Copy of the above notice was served by me on Mr. Sargent at 11:30 A.M.
on the 15th day of Dec 1875, in my office. S. E. Gorman
at Crystal City. Manager.

Witness. A. Wittenberger

In the Circuit Court
of Jefferson County,
Missouri-

Appeal from Justice Wade

The American Plate Glass
Co. of the City of Detroit,
Mich. Complainant,

vs.

Charles E. Sargent
Defendant.

Deposition for
Complainant.

Filed & sworn to by
J. W. Sargent

Wickham, Luckett & Player,
Attys. for Complainant.

In the Circuit
Court
Lafayette Co Mo

American Plate
Glass Co

vs
Chas A. Sargent

St Paula Steiner

Filed Sept 12 1876

@ Tho. Moine

clerk

State of Missouri } In circuit court and for
Jefferson County } ss said court - January
Term A. D. 1877

American Plate Glass company }

vs
Charles. A. Sargent }

Charles. A. Sargent }

vs
E. A. Hitchcock et al }

In both above cases it is agreed that
they shall stand continued until ^{May} ~~April~~
term of the court - without prejudice to either
party -

Hitchcock Lubbe & Plager

Attorneys for American Plate Glass Co.

and for E. A. Hitchcock & J. L. Thomas

J. Blackburn Jones

Att'y for Sargent

Filed January 9th 1877
C. H. Hamie
Clerk

Horne Clerk.

7 files 35, slots 60, entofiling slip 20

\$ 1.15-

~~ent~~ 3 cart. 75, dis 35, MB 10, coats 20

1.45-

2.60

No. 4502

Jeff Circuit Court.

Term, 18

American Plate
Glass Co.
vs.
Charles A. Sargent
#

Judgment, - - \$

Date 18

Fee Book No. Page

Judg't Docket, Page

Plaintiff's Atty.

ATTORNEYS: Exercise care and return promptly.

C. F. Chamberlin & Co., Printers and Stationers, St. Louis.