

Jefferson County Circuit Court  
Case file - Civil  
August 1878

Gansier, Catherine  
Gansier, Lawrence

vs

Franks, Francis

Appeal

Defendant appealed from JP  
Robert M. Hunt on \$15 account  
for farm rent; Supreme Court

Box 38 Folder 3

Francis Franks

To Catherine Gansner and  
Laurence Gansner Dr.

To 1 year rent of farm known  
as the Christopher Franks farm  
on which the said Catherine lived  
in October 1874 at time of her  
husbands death (the said Christopher)  
near Houser Springs in Jefferson  
County Missouri from the  
1<sup>st</sup> day of March 1877 to the 1<sup>st</sup>  
day of March 1878. \$75.00

The justice will issue summons to  
Merremuck Township for defendant  
also issue a ~~sub~~ as witness, to bring  
with him a certain matter case  
between him and Catherine  
Franks dated 26<sup>th</sup> Oct 1874.

P. P. P. P.  
Pys. atty.

Before R. L. J.  
Went J. P.

Catherine Gannon  
+ Laurence Gannon

24

Francis Franks

Account

Filed April 27<sup>th</sup> 1878  
W. D. Young  
Set for May 25<sup>th</sup> 1878 to 2-29

THE STATE OF MISSOURI,

To any Constable of *Little Rock Township* — — — GREETING:

We Command you to Summon *Francis Frank* — — —

to appear before the undersigned, one of the Justices of the Peace of *Little Rock Township*  
in *Coffman County Mo* on the *25<sup>th</sup>* — — — day of  
*May* 1878, at 10 — *A* — of the clock in the *fore* noon,  
at his office in *Kiamanick in Coffman County* to answer the complaint of  
*Catharina Gansner and Laureis Gansner*  
on account for *\$75.00*

GIVEN UNDER MY HAND, this *27* — — — day of *April* 1878  
*Robert For Mount* Justice.

# SUMMONS.

No 244. May 25<sup>th</sup> 1878

Catharina Ganoner  
 & Laurine Ganoner

vs.

SUMMONS.

Francis Frankel

|           |          |
|-----------|----------|
| Demand    | \$ 75.00 |
| Justice   | 1 40     |
| Constable | 38       |
| mileage   | 75       |

FILED

AUG  
 14  
 1878

L. H. Noyes  
 CLERK.

Henry Ward  
 Constable

I do hereby certify that I have executed the within writ by leaving a true copy for Francis Frankel in Mainiac Township Jefferson Missouri at his usual place of abode with one of the family over the age of fifteen years this 9<sup>th</sup> day of May 1878

State of Missouri }  
County of Jefferson }

To Francis Franks and you are  
Summoned to Procure & Bring with you  
a Certain Lease between you and  
plaintiff you are hereby Commanded  
that all Excuses and delays being  
set aside you personally be and appear  
before the undersigned a Justice of the  
Peace within and for Little Rock Township  
in Jefferson County mo on the 25<sup>th</sup> day  
of May 1848 at the hour of 10 O'clock  
in the forenoon at his office in said  
Township in Kimswick to testify on  
the trial of a Case wherein Catharine  
Gansner and Lawrence Gansner is  
the Plaintiffs and Francis Franks  
is the Defendant on part of the  
Plaintiffs and of this you are not  
to fail at your peril

Given under my hands this 29<sup>th</sup>  
day of April 1848

Robert A Hunt  
Justice of the Peace

## STATE OF MISSOURI, }

ss.

County of Jefferson

To Francis Gansner, And you are summoned  
to answer & bring with you a Certificate between you and  
Plaintiffyou are hereby commanded, that, all excuses and delays being set aside, you personally be and  
appear before the undersigned, a Justice of the Peace within and for Little Rock Township  
in Jefferson County Mo. on the 25<sup>th</sup> day of ~~October~~ 1878, at the  
hour of 10 o'clock A. M., at his office in said Township in Kansasvilleto testify on the trial of a case wherein Catherine Gansner and  
Lawrence Gansner is the plaintiff, and  
Francis Gansner is the defendant,

on the part of the Plaintiff; and of this you are not to fail at your peril.

GIVEN UNDER MY HAND, this 29<sup>th</sup> day of April 1878

Robert W. Hunt Justice.

# SUBPŒNA.

No 241. May 25 1878

Catharina Gansner &  
L. Gansner.

vs. { SUBPŒNA FOR

Francis Franks.

Constable  
Justice's Fee, .25

Executed this writ in

Jefferson County Missouri

this 9 day of May 1878

Leaving a copy of  
by reading the same to the within

named witness Francis Franks.

at his usual place of abode  
with one of the Family over the  
age of Fifteen years.

Henry Marx  
Constable

## SUMMONS.--J. P.

(Wag. Stat., §§ 815, Sec. 16.)

The STATE OF MISSOURI, To the Constable of Little Rock Township  
 Township, in the County of Lupferson, State of Missouri,

## GREETING:

WE COMMAND YOU to summon

Francis Franks

to appear before the

undersigned, one of the Justices of the Peace of

Little Rock

Township, in

Lupferson

County aforesaid, on the

25<sup>th</sup>

day of

May

1878, at

10

o'clock in the forenoon, at his office, in the

said Township, to answer the complaint of

Catherine Gansner andLauries Gansner on account of for 75.00 Dollars

Given under my hand this

29

day of

April

A. D. 1878.

Robert. C. V. Hunt

Justice of the Peace.

# SUMMONS.

*Catherine Gausner*

vs.

Plaintiff.

*Francis Frank*

BEFORE

Defendant.

Justice of the Peace.

Amount of Plaintiff's Demand, \$

Costs already accrued, - \$

Constable's Fee, - - \$

Total, - - - \$

See Wag. Stat., pg. 815, Sec. 19.

Fee, \$

Township

the day of

187, in

County, Missouri.

Constable.

I HEREBY CERTIFY, that I have executed the within Writ by

CONSTABLE'S RETURN.

(Wag. Stat., pg. 815, Sec. 19.)

Catharina Gansner  
 and Lawrence Gansner } Suit Before  
 vs. } Robert R Hunt  
 Francis Franks. } Justice of the peace

Francis Franks, Being sworn upon his  
 oath. Says, that his application for an appeal  
 is not made for vexation or delay. But because  
 he believes the appellant to be injured by  
 the judgement of the Justice

Francis Frank

Sworn to and subscribed  
 Before me this 3<sup>d</sup> day of  
 June 1878

R R Hunt Justice of the peace

Appellate in  
Appeal

Catharina Gansner &  
Lawrence Gansner

vs

Francis Franko

FILED

AUG  
14  
1878

L. H. H. H.  
CLERK.

Filed June 3<sup>d</sup> 1878  
Per Hunt  
J. H. H.

Catharina Gansner  
 Lawrence Gansner } Suit Before Robert W Hunt  
 or } Justice of the peace.  
 Francis Franks

We, the undersigned, Francis Franks, Daniel  
 Bonvester, and Jacob Deala, acknowledge  
 Ourselves indebted to Catharina Gansner and  
 Lawrence Gansner, in the sum of one thousand  
 and sixty dollars, to be void upon this condition  
 Whereas Francis Franks, has appealed from  
 the judgement of Robert W Hunt, a justice  
 of the peace, in an action Between Catharina  
 Gansner and Lawrence Gansner, Plaintiffs  
 and Francis Franks, Defendant: Now if on  
 such appeal, the judgement of the justice be  
 affirmed, or if on trial anew in the Circuit  
 Court, judgement be given against said  
 appellant, and he shall satisfy such judgement,  
 or if his appeal shall be dismissed, and he shall  
 pay the judgement of the justice, together with costs  
 of appeal, then this Recognizance shall be void.

Attest  
 Robert W Hunt  
 Justice of the peace

Francis Franks  
 Daniel Bonvester  
 Jacob Deala

Appal Bonds

Catherine Janoner &  
Lawrence Janoner

vs

Francis Franko-

FILED

AUG  
14  
1878

L. H. Moore  
CLERK.

Filed and Approved  
this 3<sup>d</sup> day of June 1878  
W. S. Hunt

Justice of the Peace

No 242.

May 25<sup>th</sup> 1878.

Catherina Gansner  
and Lawrence Gansner  
vs  
Francis Franko

Suit upon account For Seventy  
Five Dollars (\$75.00) Summons Issued  
April 29<sup>th</sup> 1878. to Constable Henry  
Manth. For Little Rock township.  
Returned on the 25<sup>th</sup> day of May

1878. at 10 o'clock A.M. Summons Returned duly served  
By copy. on the 7<sup>th</sup> day of May 1878. And now on this 25<sup>th</sup>  
day of May 1878. the parties with there counsel. and  
Defendant filed a motion to dismiss said cause. Motion  
over Ruled by the Justice. And then said parties announced  
themselves Ready for trial. And the cause Being  
Submitted to the Justice. and the Justice. having heard  
the Evidence of Plaintiff and Defendant. Finds  
that the Defendant owes Plaintiff the sum of  
Seventy Five Dollars (\$75.00) With Interest at Six per Cent  
From March 1<sup>st</sup> 1878. to May 25<sup>th</sup> 1878. of the sum of  
one and <sup>6</sup>/<sub>100</sub> Dollars (\$1.06) It is therefore Adjudged By the  
Justice that the said Plaintiff Recover of said Defenda-  
-nt the damages so assessed By the Justice. With his  
costs in this behalf to be at the sum of Two and <sup>45</sup>/<sub>100</sub>  
Dollars. (\$2.45) And have there of Execution.  
And on this 3<sup>rd</sup> day of June 1878. Comes the said Defendant  
and files his Affidavit and Bond For Appeal.  
With Daniel Bonacker and Jacob Deale. as  
Securities. Which is Granted By the Justice. and a Transcript  
made out with all the papers in the case. & delivered to the Clerk  
of the Circuit Court of Jefferson Co. Mo.

Robert N. Hunt  
Justice of the Peace

State of Missouri  
County of Jefferson 1878

I Robert R Hunt, a Justice of the Peace within and for Jefferson County, do certify the foregoing to be a full, true, and complete Transcript of the Entries and proceedings in the case of Catherine Gansner and Lawrence Gansner, vs. Francis Franko, as the same are of Record on my docket, and that the Papers thereto attached are all the original papers on file in my office.

Witness my hand this 4<sup>th</sup> day of June A.D. 1878.

Robert R Hunt  
Justice of the Peace

Catherina Cannon &  
 Laurence Cannon } Just - Before  
 vs } R W Hunt Justice  
 Francis Franks } of the peace

### Free Bill

|                            |                                       |               |
|----------------------------|---------------------------------------|---------------|
| Fees to R W Hunt - Justice | 1 Summons                             | . 35-         |
| " " "                      | Indict 10) Docket 10) Bath 4)         | . 24-         |
| " " "                      | Judgment 50) Affidavit for appeal 40) | 1 00          |
| " " "                      | Bond for Appeal                       | . 40          |
| " " "                      | Transcript                            | 1 25-         |
|                            |                                       | <hr/> \$ 3.35 |

|                         |                |
|-------------------------|----------------|
| Cash price By Defendant | 1 50           |
| Due Justice Hunt        | <hr/> \$ 1.85- |

|                              |                         |                |
|------------------------------|-------------------------|----------------|
| Fees to Henry Mark Constable | 1 Summons               | . 35-          |
| " " " "                      | 1 Supradena             | . 24-          |
| " " " "                      | 15 miles Travel one way | 75-            |
|                              |                         | <hr/> \$ 1.35- |

Robert W Hunt Justice

Transcript

Catharina Gansner +  
Samuel Gansner

vs

Francis Franka

Justice fees to R. H. Hunt \$1.85

Cost " to Henry May 1.35

RECORDED

AUG

14

1878

R. H. Hunt

Opp Drs

The Court declares the law to be that if the Court sitting as a jury shall find from the evidence that the defendant leased of the plaintiff Catharine Frank the real estate and premises mentioned in the lease read in evidence at and for the price and sum of \$75 per year and that said defendant has failed to pay said amount for the year beginning on the first of March 1877 and ending on the first of March 1878 they will find for the plaintiff for said amount with interest thereon at the rate of six per cent per annum from said first of March 1878 from the time suit was brought

Given Refused

Langner  
Frank

12775 Ins.

Filed Jan'y 20 1899  
Chas. H. Corne  
Clerk

Catharine Gansner &  
Lorenz Gansner  
Plaintiffs

vs  
Francis Frank  
Defendant

In the  
Circuit  
Court  
of Jefferson  
County  
Mo.

~~Re~~ It is remembered that on  
the 27th day of April 1878. The  
plaintiffs filed in the office of  
R. A. Hunt justice of the peace  
of Jefferson County Missouri  
the following account to wit.

"Francis Frank

To Catharine Gansner  
and Lorenz Gansner Dr.

Is 1 year rent of farm known  
as the Christopher Frank farm  
on which the said Catharine lived  
in October 1874 at the time her  
husband's death (the said Christopher)  
near House Springs in Jefferson  
County Missouri from the 1st day  
of March 1877. to the first day  
of March 1878. \$75.00 "

that upon said account a summons  
was issued and was duly served

upon defendant commanding him to appear and answer Complaint of the plaintiff on the 25<sup>th</sup> day of May 1878. On which day plaintiff and defendant appeared and the Cause was submitted to the justice and thereupon judgment was rendered for the plaintiff in the sum of Seventy five dollars and costs.

That afterwards to wit on the 3<sup>d</sup> day of June 1878. defendant filed his affidavit and bond for appeal, in due form and thereupon an appeal to the Circuit Court was duly granted.

That afterwards to wit on the 20 day of January 1879. said Cause coming on to be heard <sup>in this court</sup>, the plaintiff to support the issues on their part <sup>reads to the court the above account & then</sup> offered to prove that after the death of Christopher Franks former husband of the said Catharine and after the making the lease ~~between~~

herein after mentioned, the said Catharine intermarried with ~~the~~ <sup>an</sup> ~~defendant~~ plaintiff Lorenz Janssen, which was then and then admitted by defendant, Plaintiff then read without objection a lease dated 26<sup>th</sup> October 1874 between said Catharine and said defendant as follows. (The Clerk will here copy). It was then admitted that said Christopher died shortly before the date of said lease.

The plaintiff then stated whereupon the defendant <sup>introduced evidence</sup> ~~offered to prove~~ <sup>ing</sup> that said Christopher left at his death <sup>minor</sup> children by a former marriage and that one was born of the said Catharine shortly after the death of the said father to which proof plaintiff made no objection. Defendant then introduced the following record evidence, to wit, the appointment of the said defendant as the guardian of the infant children of deceased by the first marriage; and his qualification as such guardian; the allowance in the probate Court in favor of said children for their

support: The sale of the remainder  
of the real estate after the setting  
off the ~~widow's~~ <sup>to the widow & minor children</sup> homestead to which  
to accrue for the sum of \$195 to the  
defendant, and his heirs for  
the same, to all of which the  
plaintiff objected <sup>only</sup> because  
the said evidence is irrelevant  
and incompetent, <sup>but admitting that such needs may be made</sup> but the Court  
overruled the objection and permitted  
the evidence to be read and  
the plaintiff then and there excepted.  
Defendant offered to prove that the  
deceased was insolvent and that  
said minor children had no  
other estate than their interest in  
said homestead. To this evidence  
plaintiff objected <sup>because the same is irrelevant & incompetent</sup> but the Court  
overruled the objection and admitted  
the evidence, to which ruling of  
the Court the plaintiff excepted.

x because the same is corroborated  
in competent & change the  
intention of the witness is not  
competent evidence

The defendant then offered himself  
as a witness and testified as follows  
on part of defendant. I am the  
defendant. I have a guardian  
of said children taken care of and  
supported them ever since their  
father's death, that the widow, the  
plaintiff left the place soon after  
the lease read in evidence was  
executed taking her child with  
her and lived with her husband  
at another place. I took possession  
under the lease, and held it  
until the homestead of the widow  
and children was set off. Since  
which time I have held possession  
as guardian of the four orphan  
children intending to account  
to them for the two thirds of  
the rent and to the plaintiff  
to the other third. To this testimony  
of the witness as to his taking possession  
as guardian and what he intended  
to do with the rents plaintiff objected,  
but the Court overruled the objection  
and admitted the evidence  
and plaintiff is satisfied. I had no  
conversation with the plaintiff  
or either of them about abrogating

the lease  
Nor did I offer to surrender it up  
after said homestead was set off  
Said homestead embraced all  
the farm and improvements and that  
is about all that is worth any  
thing to a renter. The other land  
being wild land.

To all of this testimony plaintiff  
objected because the same is oral  
evidence and incompetent but  
the court overruled the objection  
and admitted the evidence  
to which ruling of the Court  
plaintiffs at the time excepted.  
On cross examination said witness  
testified that said Minor Children  
by the first marriage refused  
to go and live with their step  
mother.

He further testified that shortly  
after said lease was executed  
and he went into the possession  
of said premises, <sup>and before the homestead was set off</sup> said widow's  
attorney stated to him that he  
had rented said property too  
cheap, that one of the nearest  
neighbors to said farm had offered  
\$150 for it per year, and that  
in her behalf he demanded a  
Cancellation of said lease and  
he refused to do so. <sup>no refusal</sup> refused to give up the  
It was admitted that one of said  
children by the first marriage  
died in the spring of 1878. about  
the time this suit was brought,  
and that the defendant had  
paid to the plaintiff all of the  
rents that had accrued prior  
to the rents <sup>which had not shared said rents with said children</sup> said for and that  
It was also admitted that the  
homestead in the said land  
of decedent was set off upon  
the application of the said widow  
after said lease was executed.  
Also that the first two years rent  
was paid to said widow, but the

rents claimed were not paid -

This was all the evidence in the case on both sides.

Thereupon the Plaintiff asked the Court to declare the law as follows.

" The Court declares the law to be that if the Court sitting as a jury shall find from the evidence that the defendant leased of the Plaintiff Catherine Franks the real estate and premises mentioned in the lease read in evidence at and for the price and sum of \$75 per year and that said defendant has failed to pay said amount for the year beginning on the first of March 1877 and ending on the first of March 1878, they will find for the Plaintiff for said amount with interest thereon at the rate of six per cent per annum from said first of March 1878 "

But the Court refused to give said instruction, and the Plaintiff then and there excepted to the ruling of the Court in refusing said instruction.

Thereupon the defendant asked the Court to declare the law as follows:

"The Court declares the law to be that at the death of Christopher Franks his homestead passed to and vested in the Plaintiff Catharine as his widow and his Minor Children as tenants in common, the Minor Childrens interest ceasing as they respectively arrived at their majority, and if the Court finds from the testimony in this cause, that at his death said Christopher left surviving him four minor Children born to him of a prior wife to said Catharine and that said Catharine removed from such homestead married her Co-plaintiff and made his house her home rented the homestead to plaintiff."

defendant by the lease in evidence  
and did not take with her as  
part of her family the four  
Minor Children mentioned  
nor the share with them the  
rents received from said homestead  
or contributed to their support  
maintenance, and that defendant  
became their guardian and  
kept them at his house and  
is supporting and maintaining  
them. Then the defendant is  
entitled to retain a proportional  
part of the rents of said homestead  
to wit two thirds in the name of  
and for his said wards to whom  
he must account for the same  
and the plaintiffs are not entitled  
to recover such two thirds of  
said rents as the said four  
Minor Children are entitled to  
as above during their minority.  
To the giving of said instruction  
the plaintiff then and there  
objected, but the court  
overruled the objection  
and gave the instruction  
to which ruling of the

Count the plaintiffs excepted  
The Court then annand the  
following verdict and judgment  
to wit. (The Clerk will copy  
the same) to which findings  
of the Court plaintiffs then  
and then excepted.

Afterwards to wit on the 21<sup>st</sup>  
day of January 1879. and during  
the same term of Court the  
plaintiffs filed this motion  
for a new trial in words  
and figures as follows  
(The Clerk will here copy  
the motion for new trial)  
and thereupon on the same  
day the Court overruled said  
motion, to which action of the  
Court in overruling said motion  
plaintiffs excepted at the time  
and now here in open Court  
tenders this their bill of exceptions

(Here copy judgment of  
the court overruling the  
motion for new trial)

and prays the Court to sign and  
seal the same and make it  
a part of the record which  
is accordingly done

Louis F. Downing (Seal)  
Judge

4539

Gaines

to

Jr and Co

Bill of Exp

Order Jan'y 22<sup>nd</sup> 1879  
Attho. Horner  
Clear

10.574

565

43 50, 52 53

Cork

Book  
8

Page  
565

Indgt. Jan'y 20<sup>th</sup> 1879

10 — 43

Motion for new trial

10 — 50

Order overruling same

10 — 52

Bill of Exp

11 — 53

Order for Special Indgt.

11 —

Indgt. June 14<sup>th</sup> 1882, Amt. 93<sup>37</sup>

11 —

Gausner et al v In the Circuit  
as } Court of Jefferson  
Franks } County Mo.

To the above named defendant  
Francis Franks. Take notice.

That I shall at the next term of  
the Circuit Court of the County  
aforesaid and on the first day thereof  
or as soon as a hearing can be had  
make application to said Court for  
a change of venue in said Cause

D. P. Phipps

Att'y atty.

Catherine Gansner and } In the circuit  
Loring Gansner } Court of Jefferson  
Plffs } County Missouri  
Francis Franks }

Now comes defendant and  
answering plaintiffs petition says that he  
denies each and every allegation in the  
said petition of the plaintiffs,

Francis Franks

By Byrnes & McMillen his attys

Garrison & Garrison  
Francis Franks

Answer

FILED

MAY 13 1880

C. H. Morris

|                          |   |                    |
|--------------------------|---|--------------------|
| Catherine Gausner &      | } | In the Circuit     |
| Lorenz Gausner Plaintiff |   | Court of Jefferson |
| as                       |   | County             |
| Francis Franks vs        | } | Defendant          |

Now come the plaintiffs and for application  
to defendants amended answer filed  
in this case deny each and every  
material allegation in said answer  
contained,

Thomas & Deft  
for the Plaintiffs

Garrison & Garrison

17

Francis Franks

Application to

defendants amended

Answers

FILED

SEP 13 1880

C. Ho. Norris

CLERK

Comp

Catherine Gausner and  
Lawrence Gausner

Supreme Court of Mo.  
October Term 1881

Francis Franks

From Jefferson Circuit Court

Opinion of the Court.

The plaintiffs sue the defendant upon a lease executed to him by Catherine Gausner, before her marriage with her co-plaintiff, and while she was the widow of one Christopher Franks. After the defendant went into the possession of the premises leased to him, he became guardian of four children of said Christopher Franks by a former marriage.

The defendant contends that a portion of the rent which he covenanted to pay, of right belongs to said children, and that being their guardian, he has a right to retain the same for their use and benefit.

The Court allowed the defendant the amount claimed by him, in his capacity as guardian, out of the rent due from him individually to the plaintiffs under his lease from Mrs Gausner, and rendered judgment in favor of the plaintiffs for the balance.

In this the Circuit Court committed error.

Conceding that under the circumstances of this case, which it is unnecessary to recite, the children were entitled to a portion of the rents, the defendant was not entitled to set off against a demand due by him individually, a sum alleged to be due him as guardian.

The judgment will therefore be reversed, and the cause remanded. The other Judges Concur.

Warwick Wright.

# Supreme Court of Missouri,

October Term, 1881.

Oathaniel Gausman &c

Laurence Gausman plaintiffs in error

vs. Error to Jefferson County Circuit Court

Francis Franks defendants in error

Now at this day come again the parties aforesaid, by their respective attorneys, and the Court here being now sufficiently advised of and concerning the premises, do consider and adjudge that the judgment aforesaid, in form aforesaid, by the said Jefferson County Circuit Court, rendered, be reversed, annulled, and for naught held and esteemed, and that the said plaintiffs in error be restored to all things which they have lost by reason of the said judgment. It is further considered and adjudged by the Court that the said cause be remanded to the said Jefferson County Circuit Court for further proceedings to be had therein in conformity with the opinion of this Court herein delivered, and that the said plaintiffs in error recover against the said defendant in error their costs and charges herein expended, and have therefor execution. (Opinion filed.)

State of Missouri, } SCT.

I, HENRY W. EWING, Clerk of the Supreme Court of the State of Missouri, certify that the foregoing is a full, true and complete transcript of the judgment of said Supreme Court, entered of record at the October Term thereof, 1881, and on 27<sup>th</sup> day of February 1882, in the above entitled cause.

Given under my hand and the seal of said court, at the City of Jefferson, this 25<sup>th</sup> day of March 1882.

Henry W. Ewing, Clerk.  
By W. W. Bradbury, D. C.

James Gannet

to

Francis Gannet

Filed March 27 1882  
C. H. Gannet  
Clerk

STATE OF MISSOURI, SCT.

I, HENRY W. EWING, Clerk of the Supreme Court of Missouri, do hereby certify that the foregoing is a true copy of the opinion of said Court, delivered in the foregoing entitled cause, on the 21<sup>st</sup> day of February, 1882, as fully as the same appears on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Supreme Court. Done at office, in the City of Jefferson, State aforesaid, this 12<sup>th</sup> day of March, 1882.

Henry W. Ewing, Clerk.

By M. A. Bradbury, D. C.

# BILL OF COSTS.

J. Tho' Horine, Clerk,

9 Files, <sup>45</sup> Copies, Cert. and Seals

Sum. and Copies 2 Order <sup>35</sup> 1 Copy <sup>25</sup>

*motion 20 dock 20 30*

Affd's Default Judg't. <sup>50</sup>

Fee Bill <sup>10</sup> Making Costs <sup>40</sup>

Ent. Sat. <sup>25</sup> Execution

*trans. Sup Court,*

*Sho J Jones*

Sheriff *15 20*

Sheriff

*Justice.*  
*Constable*

*Mr Schroeder mih*

2 - 21

*5.36*

*1*

22

*2.20 2.96*

*14*

*8.31*

*220*

*298*

*216*  
*126*  
*31*

DOLLARS CENTS DOLLARS CENTS

60

50

50

50

25

25

*7 54 59.84*

*10 14*

*70*

3 35

1 35

*4.70*

*7 15.54*

*5 36*

*20.90*

Gausser & Gausser, vs Franko,

# BILL OF COSTS.

|                          | DOLLARS | CENTS | DOLLARS | CENTS |
|--------------------------|---------|-------|---------|-------|
| C. Tho' Horine, Clerk,   |         |       |         |       |
| Files, 50 Cent 25        |         |       | 75      |       |
| Copies, Cert. and Seals. |         |       |         |       |
| Sub 35                   |         |       | 70      |       |
| Sum. and Copies          |         |       |         |       |
| Order 35                 |         |       |         |       |
| Copy.                    |         |       |         |       |
| Affid's                  |         |       | 50      |       |
| Default                  |         |       |         |       |
| Judg't.                  |         |       | 55      |       |
| motion 29                |         |       |         |       |
| Bill Ex 35               |         |       | 60      |       |
| Fee Bill 10              |         |       |         |       |
| Making Costs             |         |       |         |       |
| Ent. Sat. 25             |         |       | 35      |       |
| Execution                |         |       |         |       |
| Dock indt 10             |         |       | 3       | 45    |
| Sheriff                  |         |       |         |       |
| Sheriff                  |         |       |         |       |
| Hunt Justice             | 3       | 35    |         |       |
| Only amt. pd by deft.    | 1       | 50    |         |       |
| Henry Mann Const.        |         |       | 1       | 85    |
|                          |         |       | 1       | 35    |
|                          |         |       | 6       | 65    |

This indenture made this the 20 day of October  
one thousand eight hundred and seventy four  
by and between Catharine Frank of the County  
of Jefferson and State of Missouri of the first part  
and Francis Frank of the second part of the  
County and State a fore said

Witness that the said party of the first part  
hath letten and by these presents doth grant  
demise and farm let unto the said party of  
the second part all that farm where she now  
resides with the appertinances there by belong-  
ing for the term of five years from the first  
day of March one thousand eight hundred and  
Seventy five at the yearly Rent or Sum of seventy  
five dollars yearly ~~rent~~ pay ments the first pay-  
ment ~~to be made on the first day~~ to be made on the first day  
of March one thousand eight hundred and  
Seventy six and it is agreed that if any Rent shall  
shall be due and unpaid or of default shall be  
made in any the covenants here in contained then  
it shall be lawful for the party of the first part  
~~to re-enter the said premises and remove all persons~~  
there from and the said party the second part doth  
covenant to pay the party of the first part the said  
yearly Rent or Sum as herein specified in each and  
every year and that at the expiration of the said term  
the said party of the second part will quit and surrender  
the premises here by demised in as good state and  
condition as reasonable use and wear there of will

permit damages by the elements excepted and said  
party of the first dotho covenant that the said party  
of the second part on the payments of the said yearly  
rent and performing the covenants a fore said shall  
and may peaceable and quietly have hold and enjoy  
the said demised premises a fore said

Witness where of we have here unto set our hands and  
Seals this the twenty six day of October one thousand  
eight hundred and seventy four

Elizabeth Smith (seal)  
of Frances Smith (seal)

Witness  
Arthur C. Smith  
Dakota Dingle

STATE OF MISSOURI,

County of Jefferson.

I, the undersigned Recorder, within and for the County  
aforesaid, certify that the foregoing instrument of writing was filed for record in my office, at Hillsboro,  
on the 14 day of December, 1874, at 12 o'clock M., and is truly recorded  
in Book No 8, Page 604

IN TESTIMONY WHEREOF, I have hereunto signed my name and  
affixed my official seal at office, this 14 day  
of December, 1874.

George S. Johnston, Recorder

Southam Frank

70

J. Frank

Lease

Filed Dec. 14<sup>th</sup> at

12. m. 1894.

Geo. L. Johnston

Recorder

8-604

Paid