

Harness, John

vs

Prewitt, Merideth, adm

Riggs, John

Breach of contract

Defendant did not have title to 77
acres in S13T41R4E when sold to
plaintiff; \$300 damages

This Deed made and entered in to this fifteenth day of February in the year of our Lord eighteen hundred and fifty four by and between John Riggs of the first part and John Harness of the second part all of the County of Jefferson and State of Missouri witnesseth that the said party of the first part for and in consideration of the sum of three hundred dollars to him in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged do hereby give grant bargain sell convey transfer and make over unto the said party of the second part his heirs and assigns forever the following Described Lot or parcell of Land lying and being in Jefferson County and State of Missouri to wit a part of the west half of the North west quarter of section thirteen in Township forty two of Range four East of the 5th principal Meridian Containing seventy seven acres being the same Land conveyed by Thornton Jarvis and wife to Mary Scott William Scott and Elizabeth Scott Children and heirs of James Scott deceased by deed dated June the 8th 1848 recorded in Book (21) page 20182 and being an undivided two thirds of the said above Described Land to have and to hold the same with all the rights privileges and appertaining unto the said John Harness of the second part his heirs and assigns forever the said party of the first part hereby Covenanteeing for their heirs executors and administrators will warrant and forever defend the title to the undivided two thirds of the said premises and every part thereof to the said party of the second part his heirs and assigns against the Lawful Claim or Claims of all and every person or persons

what soever Claiming or to Claim the same
or any part thereof

In testimony whereof I have hereunto
set my hand and affixed my seal the day and
year first above written

John P. Higgins

State of Missouri }
County of Jefferson } 28.

Be it remembered that John
Higgs who is personally known to the
undersigned Justice of the Peace to be the same
person whose name is subscribed to the within
deed as a party thereto this day appeared
before me at the County of Jefferson aforesaid
and acknowledged that he executed the said
deed voluntarily for the uses and purposes
therein expressed

In witness whereof I have hereunto
set my hand and seal this 15th day of
February A. D. 1854

Alex. Smith
Justice of the Peace

State of Missouri }
County of Jefferson }

I the undersigned clerk of the
circuit court and ex officio Recorder in and for said
county do certify that the preceding conveyance was
filed for and duly recorded in my office in Book M. page
25 & 26 on the 22^d day of Feb'y A.D. 1854

Witness my hand and official seal at
office date last aforesaid

Thos C. Fletcher Recorder
W. E. Honey deputy

John Bishop }
do } deed
John Hancock } m

Chas. Dick. 22nd 1854.
Chas. W. Leitch
Recorder

55¢ paid

John Harney's, Plaintiff
 Against
 Meredith Prewitt, ad-
 ministrator of the Estate
 of John Riggs, dec'd - defendant

In the
 Circuit Court
 of Jefferson
 County, Missouri

Plaintiff states that John Riggs, defendant's intestate, on the 13th day of February 1854, made, executed and delivered under his hand and seal, to the Plaintiff, a deed of conveyance of the following described tract of Land situate in Jefferson ^{County}, Missouri, and described as follows, to wit, the undivided two thirds of a tract of Land, containing seventy seven acres, being a part of the West half of the North West quarter of section No. thirteen, in Township No. forty two, of Range No. four East, - being the same land conveyed by Thontom Jarvis & Wife to Mary Scott, William Scott, and Elizabeth Scott, by deed, of 8th June 1848, - for and in consideration of the sum of three hundred dollars, paid to said Riggs by Plaintiff before the making of said deed.

Plaintiff states that in said deed of conveyance, the said John Riggs covenanted to and with the Plaintiff, that he, said Riggs, and his heirs, executors and administrators, would forever warrant and defend the title to the undivided two thirds of said land against

the claim of all persons whatsoever, -
and that the said John Riggs had
a good title in fee simple to said
premises, & to every part thereof, and
that he, his heirs, executor, & adminis-
trator would forever defend the title
of the same & every part thereof to the
plaintiff, against the claim or claims
of all, & every person whatsoever, -

And the Plaintiff avers that
the said John Riggs did not have
a good title to one half of said
Land conveyed at the time of ma-
king said Covenant, but that the
title of the same was then in Mary
Mayfield, wife of Levi Mayfield -
and so plaintiff avers that said John
Riggs did not keep said Covenant in
his life time, but that the same was
broken in this, that said John Riggs
did not have any title to one half
of the Land conveyed to plaintiff as
aforesaid, nor has his administrator
defended the title aforesaid, since the
death of said Riggs, -

Plaintiff says that he is dam-
aged by reason of the breach of said
Covenant, in the sum of three hun-
dred dollars, for which he asks
Judgment, - Said Deed ^{from} said
Riggs to Plaintiff is hereto annexed

as part of this Petition,

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Abner Green

Atty for Plaintiff

John Warness, Plaintiff, makes oath
and says the above petition and
the matters therein stated, he
believes to be true.

Sworn to & subscribed

before me Oct 24th 1857

Elias D. Honey clk

John ^{his} Warness
mark

The Circuit Court
Jefferson County

John Kearney
vs,

Marcella Bennett
dau^t of John Riggs

Petition
for annulment
of the same
For the

Filed Oct 24th 1854
Clerk J. H. May

2 copies	10¢
2 copies	100
and copy	100
affidavit	25
	\$3.40

John Hearnest. Plaintiff
Against
Meredith Bennett administrator
of the Estate of John Riggs deced.
Defendant

In the Circuit Court of
Jefferson County
Missouri

Plaintiff States that John Riggs, defendant's intestate on the 15th day of February 1854, made, executed and delivered under his hand and seal to the plaintiff a deed of conveyance of the following described tract of land situate in Jefferson County Missouri, and described as follows, to wit: the undivided two thirds of a tract of land containing Seventy Seven acres being a part of the West half of the North West quarter of Section 8th thirteen in township No forty one, of range No four east, being the same land conveyed by Thornton Jarvis & wife to Mary Scott, William Scott, and Elizabeth Scott, by deed of 8th of June 1848, for and in consideration of the sum of three hundred dollars paid to said Riggs by plaintiff before the making of said deed: Plaintiff States that in said Deed of conveyance the said John Riggs, covenanted to, and with the plaintiff that he said Riggs, and his heirs executors and administrators, would forever Warrant, and defend the title to the undivided two thirds of said land against the claim of all persons, whatsoever, and that the said John Riggs, had good title in fee simple to said premises & to every part thereof and that he, his heirs executors and administrators would forever defend the title of the same & every part thereof to the plaintiff, against the claim or claims of all & every person whatsoever: And the plaintiff avers, that the

said John Riggs, did not have a good title to one half of
said land conveyed at the time of making said Covenant
but that the title of the same was then in Mary Mayfield
wife of Levi Mayfield; And so plaintiff avers that said
John Riggs did not keep said Covenant, in his lifetime,
but that the same was broken in this that said John Riggs,
did not have any title to one half of the land conveyed to
plaintiff as aforesaid, nor has his administrator de-
fended the title aforesaid since the death of said Riggs,
Plaintiff, says that he is damaged by reason of the
breach of said Covenant in the sum of three hundred
dollars, for which he asks Judgment; Said deed from
said Riggs to plaintiff is hereto annexed as part of
this petition

Abner Green

Atty for Plaintiff

John Harney, plaintiff makes oath and says the above
petition and the matters therein stated he believes to be
true.

John ^{his} Harney
mark

Sworn to & Subscribed before me.

Oct. 24th 1857. Elias D. Honey Clerk }

Endorsed. Filed Oct. 24th 1857. Elias D. Honey clk

A true Copy of the original petition and of
fidavit on file in my office

In Testimony whereof I hereunto set
my hand and affix the seal of said
Court at office October 26th 1857
Elias D. Honey Clerk

COUNTY OF JEFFERSON, SS.

The State of Missouri.

To the Sheriff of the County of Jefferson--Greeting:

We command you, that you summon Meridith Perrett
administrator of the Estate of John Reggs de-
ceased if - he - be
found in your County, that - he - be and appear before the Hon.
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 fourth Monday of November
next, then and there to answer unto John Hurrep

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

Elias J. Honey
Witness, THO. C. FLETCHER, Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at
office, in Hillsboro, this twenty-sixth
day of October A. D. 1857

Elias J. Honey

CLERK CIRCUIT COURT.

I Executed the within writ at the county of Jefferson
on the 31st day of October 1857 by Delivering to Meridith
Prewett a true copy of the within writ and the annex
petition (as furnished by the clerk)
Augustine Wiley Sheriff

No 34
1576
Jefferson Circuit Court
November term 1857

John Warren
vs } Summons
Meridith Prewett
Administrator of the Estate
of John P. 9 q. deceased.

~~22970~~
Decempro ad P⁴ cuts
Sheriffs fees \$1.00

Redeem from Off. Sec²
Ch^o

John Waaneff

Meredith Perrett Admr of
the Estate of John Riggs decd

In the Jefferson Circuit

Court

Nov Term 1857

And now comes the said Defendant
and for answer to plaintiffs petition says that he admits
the execution by his intestate of the deed mentioned in
the petition but as the allegation in said petition
mentioned and sets forth that his intestate had no
title to or did not have a good title to any part of
the premises conveyed Respondent has no knowledge
sufficient to form a belief. That as to the allegation
in the petition sets forth that the title to one half
of said premises was at the date of said deed in
the said Mary May field this respondent denies
said allegation and requires strict proof. Respondent
further states that the plaintiff is now in the possession
and quiet possession of the conveyed premises that
he has not since the date of said conveyance been
disturbed in his said possession or evicted there
from and thus respondent says that whatever
may be the defects in his title (and of which
respondent has no knowledge sufficient to form a
belief) yet respondent insists that plaintiff
has no right to recover the damages claimed
at the same time he holds possession under the
deed of plaintiffs intestate

Hagan & Noell for Respts

Meredith Perrett makes oath and says
he believes the above answer & the matters therein
as stated are true
Subscribed before me
Nov. 23^d 1857 Elias J. Honey
Clerk

Meredith Perrett
his mark

John Humph

m

Aggs's adms

Answer

Filed Jan 23^d 1857

Geo F Hensley & Co

John Barnes }
 vs. } In the Circuit
 Merrett Prewett Adams } Court Jefferson
 of John Diggs, dec'd } County.

The plaintiff moves the Court to strike out all that part of Defendants Answer, which sets up the allegation that plaintiff has the peaceable possession of said land, and has not been evicted, as a reason why he is entitled to no damages for the breach of said covenant, - and alleges the following reasons in support of this motion:

- 1st If the Covenant of Defendant was broken at the time it ^{was} made, by his having no title to half of the land, then Plaintiff is entitled to damages in proportion to the value of said half of the land & interest, without showing an eviction.
- 2 - It is not necessary to allege & prove an eviction, in order to maintain the action, when it appears that the covenant was broken when made.
- 3 - Therefore the allegation in that part of Defendants Answer, does not contain any defence to the action.

Abner Green
 Atty for Plaintiff

In Circuit Court
Harrison County

John W. Barnes

vs.

Wesley P. Bennett
vs. John Riggs

Motion to strike
part of被告's answer

Filed December 2nd 1857
Oliver J. McGowan/clerk