

Jefferson County Circuit Court
Case Files - Civil
June 1840, No. 26

Box 12 Folder 25

Brown, Samuel

v.

Meyer, Frank
Kurtz, Peter

Replevin

Livestock, Tools, and Furniture; damages \$362.50

Samuel Brown Plaintiff

against

Frank Meyer and Peter Hurty Defendants
In the Circuit Court

Jefferson County Missouri

Plaintiff states that he is the owner of and entitled to the possession of, the following described specific personal property viz. One Grey mare of the value of one hundred and fifty dollars, one dark Bay Horse of the value of sixty dollars one yoke of oxen of the value of sixty five dollars, one waggon of the value of Twenty seven dollars and double seat of Harness of the value of Eighteen dollars one sow of the value of four dollars and fifty cents one cooking stove and implements therewith of the value of six dollars, one high post saddle & Bed Stead of the value of five dollars one saddle & bridle & martingale of the value of five dollars, one Harrow of the value of five dollars three plows of the value of fifteen dollars one hand saw of the value of one dollar, one hoe of the value of fifty cents and one shovel of the value of fifty cents, which the said Defendants wrongfully detain from the plaintiff, He therefore asks judgment for the recovery of said property and Dollars damages for the detention thereof,

Watches for Plaintiff

Samuel Brown plaintiff, on oath states that the foregoing petition and the matters therein as stated he believes to be true.

Signed & sworn to before me
April 21st 1860.

Samuel Brown
J. H. H. J. P.

Samuel Brown Mainiff

Against

Frank Meyer & Defendants

Peter Kurty

} In the Circuit Court

Jefferson County, Missouri

Jefferson County, Missouri
Samuel Brown Plaintiff, ^{being duly sworn} states that he is the owner of
and entitled to the possession of, the following specific
personal property, to wit, one grey Mare, one dark bay
horse, one yoke of Oxen, one waggon, one double set of
harrows, one saw, one cooking stove and vessels belong-
-ing thereto, one Bedstead (walnut with high posts) one saddle
and bridle, one Harrow, three plows, one hand saw, and
hoo one shovel, that the same is wrongfully detained
by the defendants, that the actual value of said
property is in the aggregate three hundred and
sixty two dollars and fifty cents, that the
same has not been seized under any process
Execution or attachment against the property
of plaintiff, and that plaintiff will be in danger
of losing his said property unless it be taken
out of the possession of the defendants or otherwise
secured,

Signed & sworn to before
me April 21st 1860.

one April 21st 1860.

Samuel J. Parnes

John
11

Open
L. 11
Hofman JP

Samuel Brown

vs.

Frank H. Meyer

and

Peter Hurty.

affidavit for replevin

Filed April 21st 1860

Chas F. Lerley Clerk

 Council Court
 June Term 1860.

Samuel Brown

vs.

Frank Meigs

Peter Henry

Pl. for recovery of prop. personal property.

Filed April 21st 1860

Chas J Moorey
 Clerk

Wm. T. Johnson for Off.

1 copy put	No. 30
to read	50
Wm. Henry	120
Wm.	50
CH	50
Booklet	20
file Apr	20
2 ans	50
cont	50
also	50
	490
	3
	948

State of Missouri }
County of Jefferson } In the Circuit Court, in vacation
April 23rd 1860

Samuel Brown Plaintiff
against
Frank Meyer and Peter Kurtz Defendants

Order for the
delivery of
personal property.

Now at this day comes said
plaintiff and files his petition and affidavit as re-
quired by law for the possession of the hereinafter des-
cribed personal property. Wherefore it is ordered by
the undersigned Clerk of said Court in vacation, that
said Defendants deliver the property specified in
said petition to wit: One Grey Mare of the value of
One hundred and fifty dollars, One dark bay Horse of
the value of Sixty dollars, One yoke of Oxen of the value
of Sixty five dollars, One waggon of the value of Twen-
ty seven dollars, One double sett of Harness of the
value of Eighteen dollars, one Sow of the value of Four
dollars and fifty cents, One cooking Stove and imple-
ments therewith of the value of Six dollars, one high
post Walnut Bedstead of the value of five dollars
One saddle, Bridle & Martingale of the value of five
dollars, One Harrow of the value of five dollars,
Three plows of the value of fifteen dollars, One hand
Saw of the value of One dollar, One hoe of the value
of fifty cents, and one shovel of the value of fifty cents
to the Sheriff of said County, and that the Sheriff
if the same be not delivered to him, that he take

said property from the defendants and deliver the
same to the Plaintiff

In Testimony whereof I here to set
my hand and affix the Seal of
Said Court at office in Hillsboro
April 21st 1860

Elias D. Honey Clerk

The State of Missouri, } ss.
COUNTY OF JEFFERSON.

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

We command you, that you summon *Frank Meyer, and*
Peter Rutz

if they be found in your County, that they
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 second
Monday after the fourth Monday of May
next, then and there to answer unto Samuel Brown

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

Witness, ELIAS F. HONEY, Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at office
in Hillsboro, this *Twenty first*
day of *April* A. D. 1860

Elias F. Honey

Clerk Circuit Court.

I executed the within writ in the County of Jefferson
State of Mo on Frank Meyer first served by Delivering
him A copy of this writ and annexed petition and on
Peter Kurtz by reading this writ and annexed petition
to him on the 30th day of April AD 1860

Oscar Dover Sheriff

No 26

To Jefferson Circuit Court
Dover Mo 1860

Samuel Brown

vs
Summons

Frank Meyer

Peter Kurtz

Sheriff fee \$2.00

Mr Hoover will take the bond in this case to Judge
Thorne he will sign it, then take the property
and deliver it to Judge Thorne's possession as
the agent of the plaintiff, the property is
near Judge Thorne's residence, please send
the writ as soon as possible,

Yrs H M Tcher

Atty for Daniel Brown.

April 21st 1865

Know all men by these presents that Samuel
Brown as principal and John W. Fletcher and
Jm S Howe as securities, are
held and firmly bound unto Frank Meyer ^{and Peter Hurly} in
the full and just sum of Seven hundred and fifty
Dollars, for the true payment whereof we bind
ourselves jointly and severally, firmly by these
presents, sealed with our seals and dated this
30th day of April A D 1860,

The condition of the above bond is
such, that whereas the said Samuel Brown has
instituted a suit in the Circuit Court of Jefferson
County in the state of Wisconsin for the recovery
of the possession of the following described per-
sonal property to wit, one grey mare, one dark Bay
horse, one yoke of Oxen, one waggon, one double pen of
Harpes, one saw, one cooking stove & fixtures, one
bedstead, one saddle & bridle, one Harrow, 3 Plows
one hand saw, one hoe and one shovel, now in the
possession of said Frank Meyer. Now if the
said Samuel Brown shall prosecute his said action
with effect and without delay, and shall return the
said property to the defendant, if return thereof be adjudged,
and in default in such delivery shall pay the assessed value
of said property, and shall pay all damages for the taking and
detention thereof and all costs which may accrue in the
said action and be adjudged against him, then the above bond
to be void else of full force

Samuel Brown (Seal)

John W. Fletcher (Seal)

Jm S. Howe (Seal)

Saml Brown

ms.

Frank Meyer

(and)

Jesse Stuey

Shed

Shed for Stuey and 50^{cts}
for taking and moving
property 1.50

Samuel Brown

To Frank Meyers Dr.

1839 To Keeping one Horse for
6 months at \$7.00 per mo. \$ 42.00
" Keeping same 6 weeks — 6.00
" Making Smoke House — 15.00
" 1/2 of Blacksmith Bill
for repairing Tools — 7.25
To 1/2 of Bill paid for thresh- 70.25
ing grain — 4.17
\$ 74.42

May 1860

26

6.

12

30.4

Saml. Brown

13,

Frank Meyer

Acot,

Coffett

Dec 26th 1866
J. P.

Samuel Brown, Plaintiff } In the Circuit
 Against } Court Jefferson
 Frank Meyer, & } County,
 Peter Kurtz, - defendants. } Missouri

Frank Meyer, for Answer to Plaintiff's Petition in the above Cause, denies that he wrongfully detains from the possession of Plaintiff the following personal property described in said petition, or any part of it, to wit, one Gray Mare, value \$180, - one dark Bay Horse, - value \$60, - one Yoke of oxen, value \$65, - one Wagon, value \$27, - one double set of Harness, \$18, - one Sow, \$4.50, - 1 Cooking Stove & implements \$6, - 1 high post walnut Bedstead \$3.00, - 1 Saddle & Bridle & Man Tingles \$5.00, - 1 Harrow \$3.00, - 3 Plows \$13.00 1 Hand Saw \$1.00, - 1 Hoe \$0.30, & 1 Shovel 50 cents.

This Defendant states that on the 20th day of December 1838, the Plaintiff executed & delivered to this Defendant a written Lease for certain Lands of Plaintiff in Jefferson County Missouri, therein particularly described, for the Term of Ten years, Counting from the 20th of August 1838, in which he agreed to furnish Defendant with all the personal property mentioned therein for his use during said Term, in consideration of the rent therein stipulated to be paid ^{him} annually by Defendant, to wit, one half of the crops raised on said Farm, - the Plaintiff to bear half the expenses for keeping the farming tools in

repair, - the Defendant agreeing to pay
the rents annually, & make certain im-
provements on the farm, - as will more
fully ^{appear} in said Lease, reference being there-
to had, - and which is herewith filed as part
of this Answer. - A part of said property,
to wit, the Saw, Cooking Stove, Bedstead,
Saddle, Bridle & Martingale - Harrow, - 3 Plows,
- hand Saw, - Hoe & Shovel, - were left ~~out~~
said Lease through mistake, - But, the
Plaintiff at the time expressly agreed
to furnish said Articles for Defendant's
use during said Term, as well as those
mentioned in the Lease.

Defendant states that after ma-
king said Contract, Plaintiff gave him
possession of said Lands or farm, and the
said personal property, to use during the
said Term, And that Defendant went
on and cultivated said Farms accor-
ding to Contract, and performed all
the covenants therein stipulated to be
performed by him. - Defendant states
that in the fall of 1859, he gave Plaintiff
Notice that his rent was ready for him, &
to come & take it away, - but Plaintiff
failed to do so. Therefore, Defendant states
that whether the rent for that year was
paid or not, it does not operate as a for-
feiture of said Lease, as Defendant was
ready, & willing, & offered to pay one half of
the crops of that year, but Plaintiff failed to
receive the same. By reason of which,
about one third of the potatoes set apart

for him were destroyed, so that Defendant is not accountable therefor.

But, Defendant states that, although Plaintiff failed to receive his share of the crops of that year, after being notified by Defendant to come & get the same, yet the Defendant has fully paid Plaintiff for all rent due him for the year 1857, - and Defendant avers that no rent whatever was in arrears & unpaid when this suit was commenced. For Defendant says that Plaintiff was then & still is indebted to this Defendant in the sum of \$78.00, for services rendered by Defendant for Plaintiff at his request, for money paid for his use, on said Lease, for repairs of farming tools, and for threshing wheat & oats, & for keeping two houses, - one 6 months & the other 6 weeks, - which account is as follows;

1857, Samuel Brown

To Frank Meyer Dr.

To Keeping a Bay Horse, for 6 months at \$7.00 per month, -	\$42.00
" Do a Horse for 6 weeks, at	10.00
" From half of expenses, for repairs of farming tools,	6.50
" From half of expenses in threshing Wheat & Oats,	11.50
" Building Smoke house -	15.00
	\$78.00

Defendant therefore states that he has fully paid Plaintiff all rent due him on said Lease and that his account against Plaintiff exceeds any

demand for rent, and that said Lease
has not therefore become forfeited,

Defendant therefore says that he is enti-
tled to the possession & use of all the prop-
erty described in plaintiff's petition, by
virtue of said Contract of Lease; and he
therefore denies plaintiff's right to re-
cover possession of the same, or dam-
ages for the detention.

} A. Green, Atty for
Defendants,

Frank Meyer, defendant, makes oath
and says the above Answer and the
matters therein as stated, he believes
to be true,

Frank Meyer

Sworn to before me

Decr 10th 1860 Elias Harey

In Circuit Court
Jefferson County

Saml Brown
vs,

Frank Shepard
of the County

Answer of
Frank Shepard

Filed August 31. 1860
Geo. A. May Atty

Samuel Brown, Plaintiff }
Against }
Frank Meyer & }
Peter Kuntz, - Defendants }
} Circuit Court
} Jefferson County

Peter Kuntz, defendant, denies
that he has the possession or control
of any of the personal property de-
scribed in Plaintiff's petition;
and denies that he wrongfully
retains any of said property from
the Plaintiff.

A. Green,
Atty for Deft.

Peter Kuntz, defendant, swears oath
says the above Answer & the matters
therein, as stated, he believes to be true.

of
the Circuit Court
Jefferson County

Al Brown

vs,

Maryall Hunt

Shaver of
Kentucky

Filed August 31. 1860
Geo. J. McCreary. clerk

THE STATE OF MISSOURI,

COUNTY OF JEFFERSON.

To David Leavelle & John Milcox,
White Kennett

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our *Leicwick* Court for the County aforesaid, on the *13th* day of *June next* at Hillsboro, then and there to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein *Saml Brown is* Plaintiff and *J Meyer & Peter Shurtz are* Defendant on the part of *Plaintiff* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court
with the Seal thereof hereto affixed, at office this

11 day of *May* A. D. 18*61*

Elias F. Honey
Clerk.

De Louisvill Court
June 27th 1861

Saml. Brown

Wheeler & P. Mundy.

per J. H. H.

at Goodenallader

and McCoy

White Heronville

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To

*Jacob Anderson. John Dixon John Welch
Land. Farmer. Henry Huggins*

GREETING :

You are Herely Commanded, That setting aside all

manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the

13th day of June next. at Hillsboro, then and there

to testify, and the truth to say in a certain matter of controversy, now pending in our said

Court, wherein

Samuel Brown

Plaintiff and

Frank Meyer et al

Defendant on the

part of

defendant

and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court,

with the Seal thereof hereto affixed, at office, this

9th day of *May*

A.D. 186 *7*

Elias F. Honey

Clerk.

TO JEFFERSON CIRCUIT COURT.

June Term, 1861

Saml. Brower
vs
Frank Meyer et al

for debt
Jacob Andrews
John Dixon
John Wilcox
Saml. Parmer
Henry Bruggemann