

Tofterson County Circuit Court  
Case File - Civil

December 1860, #30

Wimm, Theodore

vs

Patt, John B.

Landlord's attachment

Debt \$80 in rent corn

~~Box~~

12 Folder 76

The following agreement has been entered into this Twenty Eight of October One thousand Eight hundred fifty Eight between Theodor Kiam party of the first part and John B. Bratte party of the second part, viz

Article first Party of first part rents to party of second part his new field on or near the State road with the loghouse thereon now in the course of building and one or two log stables.

Article second. Party of second part agrees to haul the fence rails on the east side of the ~~Road~~ river to said field at the rate of forty cents for every hundred rails so hauled, and to make and put up a good and lawful fence round said new field at the rate of twenty cents for every hundred rails so put up. Also to haul the cordwood on said new field to the residence of party of first part or to the railroad at the rate of forty five cents for every cord so hauled and put up at said places, or forty cents if directed to be hauled to the Brickyard - all according to the option of said party of first part.

Article third Party of second part agrees to use all proper diligence to break up said new field in the course of this fall and winter so far as the season may permit it, and to bring said field next spring into cultivation and to keep it in such good order as can be expected of a good practical farmer.

This agreement is made for three  
years commencing the first of  
January One thousand Eight hundred  
fifty Nine and ending the first of  
January One thousand Eight hundred and  
Sixty Two.

In order to avoid misunderstanding  
it is expressly understood, that any  
work done by party of the second part  
in breaking up the field before the  
first of January 1859 is to be done  
at the expense of party of second  
part. Nor shall party of second  
part be allowed to sublet any part  
of the field to any other party without  
the written consent of party of  
the first part.

Thus signed by <sup>both</sup> parties &  
on this third day of February One thousand  
Eight hundred & fifty Nine in  
presence of Conrad Roeber  
and Ernest Meyersburg as  
witnesses.

Robert Kimmey

John B. Prater

Witness

Conrad Roeber

Ernest A. Meyersburg

Theodore Kim m Plaintiff  
vs  
John B Pratt Defendant } In the Circuit Court  
of Jefferson County  
Missouri

The plaintiff states that on the 28<sup>th</sup> day of October 1858 he rented to defendant, by a written agreement signed by defendant on the 3<sup>d</sup> of February 1859 & herewith filed, from that time until the first of January 1862, ~~the~~ farm, houses and premises belonging to the plaintiff in Little Rock Township Jefferson County Mo, for the rent of one third of all crops raised each year on the farm which rent was to be delivered by the defendant to the plaintiff at his residence in said Township as early as practicable each year, with the exception of the potatoes, out of which defendant was to retain first his seed potatoes and then one third of the balance raised as aforesaid

Plaintiff states that defendant has raised on said farm in the year 1860 a crop of about twelve acres of Corn to which plaintiff is entitled to the one third & which is now due and not delivered and also raised a crop of early potatoes of which defendant has delivered the rent, and also raised in 1860 a crop of about two acres of late potatoes to which plaintiff is entitled to the one third after ~~the~~ defendant retains his seed potatoes planted in that ground

Plaintiff states that he believes that his interest in the one third of the Corn raised this year and of the two acres of potatoes is reasonably worth eighty dollars for which he asks judgment and further states that plaintiff is entitled to rent from defendant for the crop to be raised on the premises in twelve months from this time by virtue of the

contem lease aforesaid and on an estimate  
he believes that the rent for 1861 ought to  
be <sup>reasonably</sup> ~~worth~~ as much as the crop raised in 1860  
he therefore charges that he is entitled to rent  
of the premises equal to eighty dollars for  
the crop to be due next season for which  
he asks judgment.

Plaintiff states that for the work done  
by defendant for plaintiff under said agreement  
plaintiff does not owe defendant but that  
he holds the notes of defendant & let him have  
store goods which he believes to be larger  
than the amt of work done by defend-  
ant aforesaid

J A Deal Atty for  
Theo Kimm

Theodore Kimm being sworn says that  
the foregoing petition & the matters as therein stated  
he believes to be true and further states that he  
has good reason to believe and does believe that  
John B Pratt intends to remove his property from  
the leased premises in petition mentioned and that  
~~before expiration of the lease~~ <sup>before expiration of the lease</sup> ~~within thirty days~~, and further states that he  
believes that unless an attachment be issued  
he will lose his rent

Subscribed & sworn to  
before me this 16<sup>th</sup> day  
of October 1860  
Elias J. Hoarey

Theodore Kimm

1748

Frederic Heimer

at 3 P.M.

John P. Partridge

Filed Dec 16th 1860  
John P. Partridge

3/4 paid by Post to etc

|                    |     |
|--------------------|-----|
| 2 copies Feb 4 120 |     |
| Post to etc        | 125 |
| at 3 P.M.          | 25  |
| at 3 P.M.          | 10  |
| at 3 P.M.          | 20  |
| at 3 P.M.          | 10  |
| at 3 P.M.          | 20  |
| at 3 P.M.          | 410 |
| at 3 P.M.          | 100 |

Know all men by these presents that I Theodore  
Kimm as principal and James A Beal as security  
acknowledge ourselves indebted to John B Pratt in  
the sum of ~~three~~ <sup>twenty</sup> hundred and ~~four~~ dollars as witnessed  
our hands & seals this 16<sup>th</sup> day of October 1860

The condition of the above obligation is such  
that whereas Theodore Kimm has commenced suit  
in the circuit Court of Jefferson County Mo ag  
ainst John B Pratt by attachment for rent now  
if said Kimm will indemnify said Pratt if it appear  
that the attachment has been wrongfully obtained then  
this obligation to be void otherwise to remain in  
full force

Theodore Kimm Seal

J A Beal Seal

Thodore Simon  
as  
John B. Sart

---

Paid

Ordered and approved by me  
October 16th 1860  
Oliver D. Hensley Clerk

Theodore Kinnor Plaintiff } In the Circuit Court  
John B Pratt<sup>vs</sup> Defendant } of Jefferson County  
Missouri

The Plaintiff states that on the 28th day of October 1858. he rented to Defendant by a written agreement signed by Defendant on the 3<sup>d</sup> day of February 1859 & herewith filed, from that time until the first of January 1862, a farm house and premises belonging to the Plaintiff in Little Rock Township Jefferson County Mo. for the rent of third of all crops raised each year on the farm, which rent was to be delivered by the defendant to the plaintiff at his residence in said Township as early as practicable each year, with the exception of the potatoes, out of which defendant was to retain first his seed potatoes, and then one third of the balance raised as aforesaid.

Plaintiff states that Defendant has raised on said farm in the year 1860, a crop of about twelve acres of corn, to which plaintiff is entitled to the one third & which is now due and not delivered, and also raised a crop of early potatoes of which defendant has delivered the rent, and also raised in 1860 a crop of about two acres of late potatoes, to which plaintiff is entitled to the one third after defendant retains his seed potatoes planted in that ground.

Plaintiff states that he believes that his interest in the one thirds of the corn raised this year, and of the two acres of potatoes is reasonably worth eighty dollars for which he asks judgment, And further states, that Plaintiff is entitled to rent from defendant, for the crop to be raised on the premises in twelve months from this time by virtue of the written lease aforesaid, and on

an estimate he believes that the rent for 1861, ought to be reasonably worth as much as the crop raised in 1860. He therefore charges that he is entitled to rent of the premises equal to Eighty Dollars for the crop to be due next Season for which he asks Judgment

Plaintiff States that for the work done by defendant, for plaintiff under said agreement, plaintiff does not owe defendant, but that he holds the notes of defendant, let him have Store Goods, which he believes to be larger than the amt of work done by defendant aforesaid

J. A. Beal Atty for  
Theo. Kimm

Theodore Kimm, being sworn says that the foregoing petition & the matters therein Stated he believes to be true, and further States that he has good reason to believe and does believe, that John B Pratt intends to remove his property from the leased premises in petition mentioned and that before expiration of the lease, and further, States that he believes that unless an attachment be issued he will lose his rent.

Subscribed & sworn to  
before me this 16th day  
of October 1860  
Elias J. Honey Clerk

Theodore Kimm

A. true Copy of the original  
petition and affidavit on file in my office in  
said Court.

In Testimony whereof I hereto Set my  
hand and affix the Seal of said  
Court at office October 16th 1860  
Elias J. Honey Clerk

County of Jefferson ss.  
The State of Missouri  
To the Sheriff of the County of  
Jefferson Greeting:

We command you to attach John  
B Pratt, by all and singular, his goods, chattles rights  
moneys, credits, evidences of debt and effects or so much  
thereof as shall be sufficient to satisfy the sum of One  
hundred and Sixty dollars, with interest and Costs  
of Suit, in whose possession soever the same may be  
found in your County, and that you summon the said  
John B Pratt, that he be and appear before the Hon Judge  
of our Circuit Court of the County of Jefferson, on the  
first day of the next term thereof, to be holden at the  
Court house in Hillsboro in the said County on the  
Second Monday after the fourth Monday of Nov-  
ember next, then and there to answer the petition of  
Theodore Kimm, a copy whereof is hereto annexed, and  
that you also summon all other persons that you shall  
find in the possession of goods money or effects of the  
defendant, not actually seized by you, and all debt-  
ors of the defendant, and such other persons as the  
Plaintiff or his Attorney shall direct, as garnishees, to  
be and appear before our said Court at the time and  
place aforesaid, then and there to answer such alle-  
gations and Interrogatories as may be exhibited  
against them; And have you then and there this writ

In Testimony whereof I hereto set my  
hand and affix the Seal of said  
Court at office this Seventeenth  
day of October A D 1860  
Elias J. Hooney Clerk.

No 30

Jefferson Circuit Court

December Term 1860

150  
610  
220  
390

Theodore Hoover

vs Attachment

John B Pratt

I Executed the within writ in the County of  
Jefferson State of Missouri on 23 day of  
October 1860 by Deputee John B Pratt  
a copy of the within writ and a next  
partition as furnished to me by  
the clerk and this writ is returned  
by order of the Plaintiff and  
Property attached the Plaintiff  
not preventing any further  
order and over the  
J B Hoover Deput