

Jefferson County Circuit Court
Case Files - Civil
June 1864

Box 15 Folder 42

Kerkhoff, Casper H.

vs.

Snowden, Henry

Debt

Defendant failed to warrant title
to 155 acres sold to plaintiff,
resulting in judgment against plaintiff;
debt \$500; real estate attached;
Joseph E. Elden, Frederick Canon
garnishees

Casper W. Kerkhoff, - Plaintiff
Against
Henry Snowden, - Defendant
In the Circuit Court
of Jefferson County,
Missouri,

The Plaintiff states that on the 30th day of February 1853, the Defendant executed and delivered to Plaintiff a Deed of that date, which is herewith filed, whereby he conveyed to Plaintiff the following described Land, situate in Jefferson County Missouri, to wit, a Tract of one hundred acres, conveyed to Defendant by Thomas W. Lloyd & Wife, and particularly described in the Deed to Plaintiff aforesaid, - also, a Tract of Land containing fifty one acres and a fraction of an acre, adjoining the Land aforesaid, - and also, a Tract of one hundred and four acres and $\frac{16}{100}$ of an acre, being the South part of a certain tract of land on the Waters of Sandy Creek, the last two Tracts being part of the Land acquired by said Henry Snowden by deed from Mark Moss Sheriff of said Jefferson County, of record in the Recorder's Office of said County in Book, 8, pages 149, and 150, ^{and particularly described therein} - Plaintiff states that the purchase money for said Land was three thousand and six hundred dollars, which was paid by Plaintiff to the Defendant when said deed was made. Plaintiff states that Defendant in his said Deed covenanted that he was seized of an indefeasible

estate in fee simple to the Lands and Premises therein described, and that he would warrant and defend the title to the same against the claims of all persons whatsoever. - Plaintiff states that the Defendant did not have a good and valid title to a portion of said Land, at the time he executed said Conveyance; - That, afterwards, James, Stephen and Eliza Johnson brought suit against Plaintiff & Vincent Spalding for the fifty one acre Tract, and the one hundred and four acre Tract, as described aforesaid, in the Circuit Court of said Jefferson County, and at the February Term 1864 thereof recovered Judgment against Plaintiff & said Spalding for the one ninth part of the two Tracts of Land last aforesaid. And that by the force and effect of said Judgment, Plaintiff was dispossessed and deprived of the one ninth part of said two Tracts of Land, - the value of which, in proportion to the Consideration paid for the whole, is five hundred dollars, including interest. - a Copy of the record and Proceedings in said suit are herewith filed, - and that Defendant had notice of said Judgment against Plaintiff, and said Spalding. Plaintiff states that said Spalding had no interest in said two tracts of land, so that Plaintiff alone is damaged the amount of said Judgment. Plaintiff states that Defendant, though bound by his covenants aforesaid to indemnify Plaintiff against his damages by reason of said Judgment, has failed to pay Plaintiff the proportional part of said purchase-money, amounting to three hundred dollars with six per cent interest from the 25th day

amounting now to five hundred dollars,
of February 1853, and for which sum ~~the~~
with ^{interest} Plaintiff asks Judgment.

Abner Green

Attorney for Plaintiff

Casper H. Kerkhoff, plaintiff, makes oath
and says the above petition and the matters
therein as stated he believes to be true.

C. H. Kerkhoff

Examined and Subscribed
before me Feby 24th 1864 }
Elias J. Honey Clerk

2160

In Circuit Court
Jefferson County

Charles W. Keith vs
Barny Snowden

Petition, -

That attachment
issue to this St. Louis
County, St. Louis
for help

Filed July 24th 1864
Clerk S. H. Honey Creek

Casper W. Kerkhoff, - Plaintiff } Attach=
Against } ment in
Henry Snowden, - defendant } a civil ac=
tion,

This Affiant, Casper W. Kerkhoff, Plaintiff in the above entitled Cause, states that he has a just demand against the Defendant therein, Henry Snowden, now due, and that the amount which this Affiant believes that he, the Plaintiff, ought to recover, after allowing all just Credits and set-offs, is five hundred dollars and interest, and that this Affiant has good reason to believe, and does believe that the Defendant, Henry Snowden is not a resident of the State of Missouri,

Given to and subscribed
before me July 24th 1864
Elias J. Hooney Clerk

C. W. Kerkhoff



L. M. Kautskoff
or,
Henry Stinson
President

Wed July 24 1864
Chas Stoney
Clerk

Casper W. Kerkhoff, - plaintiff } Attach-
 Against } ment in
 Henry Snowden, - defendant } a civil action

We, Casper W. Kerkhoff, as principal
 and Gottlieb Plais,
 as Securities, acknowledge ourselves to be
 indebted to the State of Missouri, in the
 sum of one thousand dollars, -

for the payment whereof, we bind our-
 selves, our heirs, executors, and administrators,

The Condition of the above obliga-
 tion, is, that whereas, Casper W. Kerkhoff,
 as plaintiff, is about to commence a suit
 by attachment in the Circuit Court of Jef-
 ferson County, Missouri, against Henry
 Snowden, defendant, returnable to the next
 June Term thereof, wherein the sum sworn
 to is, five hundred dollars,

Now, if the said Plaintiff shall prosecute
 his action without delay, and with ef-
 fect; refund all sums of money that may
 be adjudged to be refunded to the De-
 fendant, or found to have been received
 by the Plaintiff and not justly due to him,
 and pay all damages that may accrue
 to any defendant or garnishee, by reason of the
 attachment, or any process or proceeding in
 the suit, or by reason of any judgment or pro-
 cess thereon, then this obligation is to be void,
 otherwise to remain in full force.

Witness our hands and seals this 24th day
 of February 1864.

Attest
 Abner Green

C W Kerkhoff
 Gottlieb Plais
 mark

L. M. Kenthoff
15.
Henry Snowdon
Borov

Read and approved
Feb'y 24th 1864
Geo J. H. every Clerk

Gaspar H. Kerckhoff Plaintiff }
Against }
Henry Snowden defendant }

In the Circuit Court of
Jefferson County Missouri

The Plaintiff States that on the 25th day of February 1853. the defendant executed and delivered to Plaintiff a deed of that date which is herewith filed whereby he conveyed to Plaintiff the following described Land, situate in Jefferson County Missouri to wit: A Tract of One hundred acres, conveyed to defendant by Thomas H. Lloyd wife and particularly described in the deed to Plaintiff aforesaid. Also a Tract of land containing fifty one acres and a fraction of an acre adjoining the Land aforesaid, and also a Tract of one hundred and four acres and $\frac{6}{100}$ of an acre, being the South part of a certain tract of Land on the waters of Sandy Creek, the last two tracts being part of the Land acquired by said Henry Snowden by deed from Mark H. H. Sheriff of said Jefferson County of record in the Records office of said County in Book "G" pages 149 & 150 and particularly described therein. Plaintiff States that the

purchase money for said Land was three thousand and Six hundred dollars, which was paid by Plaintiff to the Defendant when said deed was made. Plaintiff states that Defendant in said deed, covenanted that he was seized of an indefeasible estate in fee simple to the Lands and premises therein described and that he would warrant and defend the title to the same against the claims of all persons whatsoever. Plaintiff states that the Defendant did not have a good and valid title to a portion of said Land at the time he executed said conveyance. That afterwards, James Stephens and Eliza Johnson brought suit against Plaintiff & Vincent Spalding for the fifty one acre tract and the one hundred and four acre tract as described aforesaid in the Circuit Court of said Jefferson County, and at the February Term 1864 thereof recovered judgment against Plaintiff & said Spalding for the one ninth part of the two tracts of land last aforesaid, And that by the force and effect of said judgment Plaintiff was dispossessed and deprived of the one ninth part of said two tracts of land, the value of which in proportion

to the consideration paid for the whole is
five hundred dollars including interest
a copy of the record and proceedings in
said suit are herewith filed, and that
defendant had notice of said judg-
ment against Plaintiff and said Spal-
ding. Plaintiff states that said Spalding
had no interest in said two tracts of land
so that Plaintiff alone is damaged, the
amount of said judgment. Plaintiff states
that Defendant, though bound by his cove-
nants aforesaid to indemnify Plaintiff
against his damages by reason of said judg-
ment has failed to pay Plaintiff the
proportional part of said purchase mon-
ey amounting to three hundred dollars
with six per cent interest from the 25th
day of February 1853 amounting to five
hundred dollars, and for which sum with
interest Plaintiff asks judgment

Abner Green

Attorney for Plaintiff

Caspar H. Kerckhoff, plaintiff makes oath
and says, the above petition and the matters
therein as stated he believes to be true

C. H. Kerckhoff

Sworn to and subscribed before me

Feb'y 24th 1864 Elias J. Honey clerk

A true copy of the original petition &
affidavit on file in my office in
said Cause

Witness my hand and
the Seal of said Court
July 24th 1864
Elias H. Moneys



State of Missouri }
County of Jefferson }

The State of Missouri
To the Sheriff of the County of Saint Louis
Greeting: We command you to attach
Henry Snowerden, by all and singular
his lands and tenements, goods, Chat-
tles, rights, moneys, credits, evidences of
debt, and effects, or so much thereof as
shall be sufficient to satisfy the sum of
Five Hundred 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 Henry
Snowerden, that he be and appear before
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 St. Louis
in said County of Jefferson on the second
Monday after the fourth Monday in
May next, there and there to answer the
petition of Caspar H. Kerckhoff, a
copy whereof is hereto annexed; And that
you summon all persons that you shall
find in the possession of goods, money
or effects of the defendant, not actually
seized by you, and all debtors 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, there and there to answer such
allegations and interrogatories as may
be exhibited against them, and have
you there and there this writ



In Testimony whereof I
Elias J. Honey clerk of the
said Circuit Court have hereto
signed my name and affixed
the seal of said Court
at office this 24th day of
February A D 1864
Elias J. Honey clerk

To Jefferson Co. Court
June Term 1864

Barbara H. Berckhoff

vs Attachment

Henry Brundage

Declarator part to show
debt

No goods chattels or real estate belonging to the within named defendant found in
my county whereon to levy this writ

By order of Plaintiff's Attorney, I summoned Joseph E. Elder February 27. 1864 and
Frederick Canon March 1. 1864 to appear at the return term of this writ to answer
the interrogatories that might be exhibited by the Plaintiff touching their indebtedness to the
defendant. I further declared to them that I attached in their hands (I summoned
them as garnishees) any goods, chattels, money, or evidences of debt which they
might have belonging to the said defendant. And further that I attached in
their hands all debts due from them to said defendant, or so much thereof as
would be sufficient to satisfy the debt interest & cost in the above case

\$2.00 paid by
Plaintiff

John C. Vogel Sheriff
By Julius M. Meyer Depty

Gaspar H. Kerckhoff Plaintiff }
Against
Henry Snowden Defendant }

In the Circuit Court of Jefferson
County Missouri,

The Plaintiff States that on the 25th day of January 1853, the Defendant executed and delivered to Plaintiff a Deed of that date, which is herewith filed, whereby, he conveyed to Plaintiff the following described Land, Situate in Jefferson County Missouri: To wit: A tract of one hundred acres, conveyed to defendant, by Thomas W. Floyd & wife and particularly described in the deed to Plaintiff aforesaid. Also a Tract of Land containing fifty one acres and a fraction of an acre, adjoining the land aforesaid, and also a Tract of one hundred and four acres and $\frac{4}{100}$ of an acre, being the South part of a certain tract of land on the Waters of Sandy Creek, the last two Tracts, being part of the Land acquired by said Henry Snowden, by deed from Mark McSp. Sheriff of said Jefferson County of record in the Records office of said County in Book "B" pages 149 & 150, and particularly described therein - Plaintiff states that the purchase money for said land was three thousand and six hundred dollars, which was paid by Plaintiff to the defendant when said deed was made - Plaintiff States

that defendant in his said deed covenanted that he was seized of an indefeasible estate in fee simple to the lands and premises aforesaid and that he would warrant and defend the title to the same against the claims of all persons whatsoever. Plaintiff states that the defendant did not have a good and valid title to a portion of said land at the time he executed said conveyance. That afterwards, James, Stephen and Eliza Johnson brought suit against Plaintiff & Vincent Spalding for the fifty one acre tract, and the one hundred and four acre tract as described aforesaid in the Circuit Court of said Jefferson County, and at the February term 1864 thereof recovered judgment against Plaintiff & said Spalding, for the one ninth part of the two tracts of land last aforesaid, and that by the force and effect of said judgment Plaintiff was dispossessed and deprived of the one ninth part of said two Tracts of land, the value of which is proportion to the consideration paid for the whole is five hundred dollars including interest, a copy of the record and proceedings in said suit are herewith filed, and that Defendant had notice of said judgment against Plaintiff and said Spalding. Plaintiff states that said Spalding had no interest in said two tracts of land, so that Plaintiff alone is

damaged the amount of said Judgment
Plaintiff States that Defendant though bound
by his covenant aforesaid to indemnify Plain-
tiff against his damages, by reason of said
Judgment, has failed to pay Plaintiff the propor-
tional part of said purchase money, amounting
to three hundred dollars, with six per cent in-
terest from the 25th day of February 1853, amount-
ing now to five hundred dollars, and for which
sum with interest Plaintiff asks Judgment.

Abner Green

Attorney for Plaintiff

Casper H. Kerckhoff, plaintiff makes oath and
says, the above petition and the matters therein
as stated he believes to be true

C. H. Kerckhoff

Sworn to and subscribed
before me Feb'y 24th 1864
Elias D. Hooley Clerk

A true copy of the origin-
al petition and Affidavit on file in my office
in said case

Witness my hand and the Seal of said
Court, Feb'y 24th 1864

Elias D. Hooley Clerk

State of Missouri }
County of Jefferson }

The State of Missouri
To the Sheriff of the County of Jefferson
Greeting: We command you to attach
Henry Snowden, by all and singular his
Lands and tenements, goods, chattles, rights moneys,
credits, evidences of debt and effects or so much
thereof as shall be sufficient to satisfy the sum of
Five hundred 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 Henry Snowden, that he be and appear
before our Circuit Court, of the County of Jefferson
on the first day of the next term thereof to be hol-
den at the Court House in St. Louis in said County
of Jefferson, on the Second Monday after the fourth
Monday in May next, there and there to answer
the petition of Cassius H. Kerckhoff, a copy whereof
is here to annexed. And that you also summon
all other persons, that you shall find in the posses-
sion of goods moneys or effects of the defendant, not
actually seized by you, and all debtors of the
defendant, and such other persons as the Plaintiff
or his Attorney shall direct, as garnished to be and
appear before our said Court, at the time and
place aforesaid, there and there to answer such
allegations and interrogatories as may be

exhibited against them, and have you them
and there this mit.

In Testimony whereof I, Elias J.
Honey Clerk of the Circuit Court
have hereto signed my name
and affixed the Seal of said
Court, this 24th day of February
A D 1864

Elias J. Honey Clerk



To Jefferson Co. Court
June Term 1864

Between H. Werschehoff
vs. J. Attachment
Henry Snowden

JS Dower d/h/181, 50

I Executed this writ by Attaching Fractional Lot No. 7
Section 16 Township 41 Range 5 East as the property of
Henry Snowden containing 8,350 acres lying in
Jefferson County Missouri, this 26th day of February
1864

Jerome B. Dower
Sheriff

8 $\frac{31}{100}$ acres, H. Lot ^{20, 17} in Dec. 16, 8. 41, R. 36, -
in Jefferson County Mo.

To H. Hendricks.

My ¹⁰⁰ share of

the above

the share will attach
the above land,

Albion

for full,

State of Missouri }
County of Jefferson } In the Circuit Court
June 11th 1864.

C. H. Kerckhoff }
vs } Order Publication
Henry Snowden }

Now, at this day comes the plaintiff by his attorney, and it appearing to the satisfaction of the Court, that the defendant Henry Snowden cannot be summoned in this action. It is ordered by the Court that publication be made notifying him, that an action has been commenced against him by petition and attachment in the Circuit Court of Jefferson County in the State of Missouri founded upon a breach of Warrantee of title to land for the sum of Five hundred dollars: That his property has been Attached and unless he be and appear at the next term of this Court, to be holden at the Court House in Hillsboro in the County of Jefferson on the Second Monday of November next and on or before the third day thereof judgment will be rendered against him and his property sold to satisfy the same. It is further ordered that a copy hereof

be published in the Franklin County
News a newspaper published in Franklin
County. for four weeks successively the
last insertion to be at least four weeks
before the commencement of the next
term of this Court.

A true copy from the record

In Testimony whereof I hereto
sign my name and affix the
Seal of said Court at Office this
24th day of August A.D. 1864.

Wm. H. Smith
no 100
Clerk of Court