

Jefferson County Circuit Court
Case Files - Civil

Box No.

16

Folder No.

12

May 1865

Kimm, Theodore

vs

Baur, William

Vendor's lien

Defendant owes \$135 for
purchase of Lot #14 in
Block 10, in Kimmswick.

St Louis Jan 12 1868

Dr Henry
Dr Sir

Enclosed I send you a petition
for Mor skin in 4 three dollars to pay on the
fee for issuing the same issue on it please
the with \$4 skins to me & I will turn
it around.
Yours Respectfully
J Alford

P.S. of this day. He has promised me to pay
the note on the 15 of March,

Theodore Skinn Plaintiff }
vs } In the Circuit Court-
William Baur Defendant } of Jefferson County)
Mo

The plaintiff states that during the year 1860 he owned the following property situated in Jefferson County Mo viz Lot No ^{written in Black} 10 in the Town of Skinsville in Jefferson County Mo. that he then sold said lot to defendant for the sum of one hundred & thirty five dollars, that the defendant did not pay said sum except the sum of eighteen dollars, that plaintiff executed & delivered to defendant a memorandum in writing containing a statement of the sale of said lot & the amt of the purchase money to be paid.

He further shows that defendant took possession of said lot under said sale & made valuable & lasting improvements but has not yet paid the purchase money & interest, that defendant agreed with plaintiff to pay him interest on the purchase money

Plaintiff further states that in a settlement with the defendant of all of their accounts except the sum of one hundred and thirty five dollars due for the purchase money aforesaid, the defendant fell in debt to plaintiff; that plaintiff with the defendant's consent gave defendant credit ~~for~~ on the balance for the sum of eighteen dollars which had previously been paid

as a part of the purchase money for said lot so that said eight dollars was applied to extinguish the balance due from defendant to plaintiff on other & separate dealings & is ~~defendant~~ is no longer entitled to a deduction for \$18 from the original purchase money for said lot.

Plaintiff states that he has a vendors lien on said lot for one hundred & twenty five dollars & the interest thereon, that he is ready & has offered to convey the title to defendant upon payment of the purchase money & interest but defendant has failed & neglected to pay said debt & interest.

Plaintiff prays this Court to set up and establish his lien on said lot of ground, for a judgment to the debt and interest; to declare the land bound for the payment thereof & for a sale of said lot to satisfy the purchase money & interest and for all other proper relief.

Plaintiff further states that defendant owes him \$259 and interest on other causes of action founded upon a settlement of other dealings between plaintiff & defendant & of a note for \$70 but not any part of the amount sued on in this suit.

J. A. Paul Attorney
for plaintiff

Theodore Kim in being sworn upon his oath
says that the foregoing petition & the matter
in therein as stated he believes to be
true

Subscribed & sworn
to before me June
any 11 1865

Theodore Kim

Charles F. Blattan
Notary Public



2337

Woodrow Wilson

to

William Brewster

Mr Honey will give
a writ to Henry Lee &
send it to the Board of

Alfred Jones, 13th 1865
Charles J. Hooley
et al.

#3 paid by Off. atty

2 copies sent \$1.00
2 sent to Mr. 1.00
Ward copy 1.20
Stamps 60
Post 10
No. 10
Jule. Bell 5

Theodore Kinnear Plaintiff }
vs } In the Circuit
William Bauer Defendant } Court of Jefferson County Mo

The Plaintiff states that during the year 1850 he owned the following property situate in Jefferson County Mo viz Lot no Fourteen in Block no Ten in the Town of Kinnearick in Jefferson County Mo that he then sold said lot to defendant for the sum of one hundred and thirty five dollars that the defendant did not pay said sum except the sum of eighteen dollars that Plaintiff executed and delivered to defendant a memorandum in writing containing a statement of the sale of said lot and the amt of the purchase money to be paid. He further shows that defendant took possession of said lot under said sale and made valuable and lasting improvements but has not yet paid the purchase money and interest that defendant agreed with plaintiff to pay him interest on the purchase money. Plaintiff further states that in a settlement with the defendant of all of their accounts except the sum of one hundred and thirty five dollars due for the purchase money aforesaid the defendant fell in debt to plaintiff; that

plaintiff with the defendant consent gave defendant credit on the balance for the sum of eighteen dollars which previously been paid, as a part of the purchase money for said lot so that said eighteen dollars was applied to extinguish the balance due from defendant to plaintiff in other and separate dealings and defendant is no longer entitled to a deduction for \$18, from the original purchase money for said lot.

Plaintiff states that he has a vendors lien on said lot for one hundred and thirty nine dollars and the interest thereon, that he is ready and offered to convey the title to defendant upon payment of the purchase money & interest but defendant has failed and neglected to pay said debt & interest.

Plaintiff prays this Court to set up and establish his lien on said lot of ground for a judgment to the debt and interest to declare the land bound for the payment thereof & for a sale of said lot to satisfy the purchase money & interest and for all other proper relief.

Plaintiff further states that defendant owes him \$259 and interest

in other causes of action founded
upon a settlement of other dealings
between plaintiff & defendant & of a
note for \$70 but not any part of
the amount sued on in this suit

I A Beal Attorney
for Plaintiff

Theodore Kinnis being sworn upon his oath
says that the foregoing petition & the matter
therein as stated he believes to be true
Subscribed and sworn to
before me January
11th 1865.

Theodore Kinnis



Charles F. Blattan
Notary Public

A true Copy of the original petition
and affidavit on file in said Cause in my
Office.

Attest my hand and the
seal of said Court at office
January 13th 1865.
Elias J. Hooney Clerk



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

Saint Louis
To the Sheriff of the County of ~~Jefferson~~ *Jefferson* Greeting:

We command you, that you summon *William Darr*,

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 second ~~Monday after the fourth~~
Monday of *May* next, then and there to answer unto
Theodore Rimmer

upon *his* original petition, a copy whereof is hereunto annexed and ac-
companies this writ, and have you then there this writ.

Witness, ELIAS F. HONEY, Clerk of our said Circuit
Court, with the seal thereof hereunto affixed, at office
in Hillsboro, this *Thirteenth*
day of *January* A. D. 1863,

Elias F. Honey,

Clerk Circuit Court.



order 20 cont 25
cont 25 docket 1-

TO JEFFERSON CIRCUIT COURT

2350

2888

May Term, 1865

Shedden & Co.

vs.

William Baur

Shedden & Co. vs. Baur \$1.00

Filed Jan'y 24th 1865
Chas. H. Hensley Clerk

1866

Executed this writ in the County of St. Louis on the 19th day of January 1865, by delivering a copy of the writ and petition as furnished by the Clerk to William Baur.

Fees \$1.00
paid by Off.

John C. Fagel Sheriff.
Jacob L. Meyand Dep.



The: Hummer Liverpool

for 1000.

Money etc 2 copies put 14 26 and at 14 200

put 14 2 copies 200 60 200 put 14 26 and at 14 200

file put 5

keep 34 1/2 by 14 1 and

400
300

- 1

make out

Repay check order 35 cent. 20 cent 20

check 10

95

for 1000 that 100 4 100

100

check 100 4 100

20

13.15