

Jefferson County Circuit Court
Case File Civil

Box

17 Folder 59

September 1866

Kennett Julia gdn.
Heirs of Ferdinand Kennett

vs.

Hug, Etienne

Appeal

Defendant appealed from JP
Reed McCormack on unlawful
detainer of Selma Farm

Copy

Belma Mrs
April 2nd 1866

Mr Stearns Sir

You are
herby notified that you will
be required to deliver up the
land of Belma starn on the
2nd day of July 1866. You not
having lived up to all the
agreements entered into in the
lease. In failing to furnish
all the farming implements
which you should have furnished
and behaving in a manner
unbecoming a worthy tenant.

Respectfully

(Signed) Julia Stearns

Recd Sept 6th 1866
Send to the pay bills

E. Nüz to Mrs J. Kennett

Dr

Aug 25 th	40 1/2 Baskets Peaches	\$46.575
Sept 12 th	4 Bbls Pears	33.50
" 23	3 3/4 " "	45.00
Oct 2 nd	2 1/2 " "	27.75
		\$154.825

E. Hüg

Freid Sept 6th 1866.
Sancti Spiritus 666

Julia Kennett, - Guardian
 of the minor heirs of Ferdinand
 Kennett, deceased, - Plaintiff }
 Against }
 Etienne Hug, - Defendant }
 Before, Reed M^r,
 Cornack, a Justice
 of the peace within
 & for Platte Township
 in Jefferson County
 Missouri.

The Plaintiff, Julia Kennett, states that
 she, as Guardian of the minor children & heirs of
 Ferdinand Kennett, deceased, on the first day of No-
 vember 1864, executed under her hand and seal,
 as did also the Defendant, a written Lease, by
 which she Leased to the Defendant, for the Term
 of ten years from that date, the following Lands
 and Premises, situate in Jefferson County Mis-
 souri, to wit, all those premises in said County
 known as Selma Farm, except the Dwelling or
 Mansion House, known as Selma Hall, - and except
 the Spring House, Coal House, Ice House, Gas House, Wash
 House, Work-shop, and Smoke House, and one half
 of the Barn and its sheds, - half of the Corn-Cribs, - and
 the whole of the Garden, and for the use of said
 premises, the Defendant agreed and covenanted
 in said Lease, to pay Plaintiff annually the
 one half of the ^{annual} products of all the fields, or-
 chards, Vineyards, and meadows of said premises,
 - and also, one half of the yearly increase of all
 Cattle, hogs, and horses, furnished by the Plaintiff,
 and one half of all the grain, hay, corn, and oats
 raised on said Farm annually (after deducting
 a sufficiency to feed said stock) - and also, one
 half of the butter and pork made & put up by
 Defendant annually on said premises. And to pay
 to Plaintiff annually the one half of the yearly

Products and fruits of said orchards as soon as the same should be gathered by Defendant, and ~~one~~ half of the Corn, ~~oats~~, ~~hay~~, as soon as the amount necessary for the subsistence of the stock, should be ascertained & deducted, And by the terms of said Lease, each party, Plaintiff and Defendant, were to furnish one half of the Teams, Work-hands, and Agricultural implements, needed upon said Farm, And said Lease also provided among other covenants, that a failure on the part of Defendant to pay the rents at the times, and in the manner therein specified, should operate as a forfeiture of said Lease, after three months written Notice given by Plaintiff to Defendant, to quit and give up said premises, And Plaintiff states that in pursuance of said Lease, the Defendant, ~~soon~~ ^{immediately} after the making of the same, took possession of said Farm and premises, and has had the use, occupation and possession of the same ever since.

The Plaintiff states that one half of the peaches Defendant gathered from said orchard in August 1863, amount to ~~ten~~ ^{forty two} baskets, of the value of \$46.57 - half of the pears gathered by him by the 15th of September 1863, to 4 barrels, of the value of \$35.50, - half the pears gathered by 23rd of September 1863, to 3 ³/₄ barrels, of the value of \$43.00, - and half of the pears gathered by the 20th of October 1863, to 2 ¹/₂ barrels of the value of \$27.75; making the total value of \$154.82, for one half of the fruit gathered from said orchard by the Defendant in the year 1863, and which was then due and payable to Plaintiff for the rent of said orchard for said year,

Plaintiff states that on the 2^d day of April

plaintiff states, ^{that} Defendant still neglects and refuses to deliver up to her the possession of said premises, or to pay the rents remaining due as above stated,

as aforesaid, according to the statute in such cases
made & provided & according to the term, 13. Abner Green.
17 said Leave & for costs, 3 Attorney for the Plaintiff

Subscribed and sworn to
before me this 9th day
of August 1866,
Hedrick Hammond
Justice of the Peace

2529

Julia Keimott

1851.

Thomas Hous

Statement of

the case

Filed Sept 6th 1856.
at and at the City of New York

The State of Missouri,
To the Constable
of Platin Township in Jefferson County,
greeting;

We Command you to summon
Etienne King to appear before the un-
designated one of the Justices of the Peace
of Platin Township, in Jefferson County, on
the sixteenth day of August 1866, at ten
of the clock in the forenoon, at my Office
in the same Township, to answer the Com-
plaint of Julia Kennett, Guardian of the
minor heirs of Ferdinand Kennett, deceased,
and to show cause, (if any he has) why pos-
session of the premises occupied by him, and
described in Plaintiff's petition & statement
should not be restored to the Plaintiff.

Given under my hand this 9th day of
August 1866.

Reddick Corrick
Justice of the Peace

At the request and risk of the Plaintiff I
authorize John T. Wilcox to execute and return this
writ. Reed McCormack
Justice of the peace.

I executed the within Summons by delivering to the
within named Etienne Huguette copy of the
same this 10th day of August 1886.
John T. Wilcox
notary

Julia Bennett

vs,

Etienne Huguette

Summons

Justice fee 33-

Filed Sept 6th 1886
J. T. Wilcox Clerk

We the undersigned Etienne Hug and John Priestor acknowledge ourselves indebted to Mrs Julia Kennett Guardian of the Minor heirs of Ferdinand Kennett in the Sum of Seven hundred and fifty dollars to be void on this condition: Whereas Etienne Hug has appealed from the judgment of Reid McCormack a Justice of the Peace, in an action between Julia Kennett Guardian of the Minor heirs of Ferdinand Kennett deceased plaintiff and Etienne Hug defendant for possession of the premises known as Selma farm situated in Jefferson County Missouri. Now if on such appeal the judgment ~~of the judgment~~ of the Justice be affirmed or if on the trial anew in the appellate Court judgment be given against the appellant and he shall satisfy such judgment and pay all damages costs and rent now due and to accrue together with all waste to said premises, or if his appeal be dismissed, and he shall ~~pay~~ ^{completely} the judgment of the Justice and pay the costs of this appeal this recognizance shall be void.

Etienne Hug
John Priestor

Approved 21st day of August 1860.
Reid McCormack
Justice of the Peace

Filed Sept 6th 1866
Saml. A. Phelps Clerk

Julia Kennett Guardian? Before Reide M^{rs}
of the minor heirs of Ferdinand Cronack a Justice
Kennett deceased — Plaintiff of the peace within
Against. } for Platten Township
Estimre Hug — Defendant } in Jefferson County
Missouri.

Plaintiff filed August 9th 1886 a petition for
possession of the property known as Selma farm
leased by the plaintiff to the defendant to which
property and lease are more minutely described
in plaintiff's petition.

Summons issued and at the risk and request
of plaintiff John T. Wilcox is authorized to
execute the same made returnable the 16th day of
August 1886.

August 16th 1886 the Summons in this cause
returned & executed by delivering to the defendant
a copy of the same on the 16th day of Aug 1886,
by John T. Wilcox.

At this the parties in this cause appeared and
the cause coming on to be heard, J. B. Kennett
and Mr. Stewart were sworn as witnesses. After
hearing the evidence the Justice considers that the
Plaintiff have judgement for possession of the
property described in her petition together with
with the costs of suit.

Defendant appears and wishes an appeal to the circuit
court which is granted he having first filed the affidavit
and filled the a bond of seven hundred & fifty dollars
as required by law with John Friester as security.
given under my hand August 21st 1886.

Reide M. Cronack Justice
of the peace,

State of Missouri }
County of Jefferson }

Julia Kennett Guardian of the
Minor heirs of Ferdinand Kennett, ~~et~~
deceased - Plaintiff

Against

Estimne Hug - Defendant

I Reeder McCormack a Justice of the peace
within and for the Township of Platteau in
the County of Jefferson aforesaid hereby certify
that the above and foregoing is a full true
and complete transcript of all the entries
made in my docket, relating to said case
of Julia Kennett Plaintiff against
Estimne Hug Defendant and that
such transcript is accompanied by all
the process and other papers filed with the
Justice relating to such suit,

Given under my hand August 22nd / 1866.

Reeder McCormack Justice
of the Peace

Justice's fees	
Docketing case	10 ^c
Issuing Summons	35-
Serving & Return	10
Entering Judgement	50
Affidavit	35-
Bond	35-
Transcript	25-
	<u>\$7.90</u>

Reeder McCormack J. Peace

Filed Sept 6th 1866,
Saml. A. R. Pippy Clerk

Julia Kennett

Appeal from Justice
Court,

Etienne Hug.

Zeichnung an umlaufend getrieben.

Now at this day comes defendant
by his attorney and moves the
court to abate the above entitled

case for the reason that the process
and the service thereof was entirely
deficient in this that

the Complaint of plaintiff
was not annexed to the
summons, and that ~~with~~
the complaint was neither
read ^{to} ~~not~~ a copy thereof
served upon defendant,

as the law requires
and defendant appears only for this purpose.
~~Thomas Henry & Co. v. S. & O. v. S. & O.~~
Atty for defd.

Agouti appears only as one part
~~Thomson's~~ ~~Agouti~~ ~~Agouti~~ ~~Agouti~~

Qty for depdt.

Julia Kennett

as
Stemmy Wang.

Portrait, to the
music suit,
made by deffen-
dant,

at least Nov 12 1866,
Samuel R. P. P. P.