HUNT, ANNA L. V BAILEY, GEORGE 1866 COUNTY OF ST. LOUIS 54817

OLD 64616

AFFIRMED

INVOLVED
- LANDLORDS AND TENANTS - RENTS - CONTRACTS
- ACTION TO RECOVER RENT

INVOLVED:
BAILEY, CHARLES

1

State of Missouri
County of St. Louis } SS

Bet it remembered that on the 30th day of March 1864 There was filed in the office of the Clerk of the Law Commissioners Court within and for the county aforesaid a petition which is in words and figures as follows to wit:

Petition

Anna L. Hunt
as
George Baily } In the St Louis Law Commissioners Court June Term 1864. St. Louis County

Plaintiff states that George Bailey Defendant is justly indebted to him in the sum of four Hundred dollars ($400.) for use and occupation of dwelling-house known as No 126 St Charles street in the City of St Louis as tenents of plaintiffs from the 18th day of December 1862 up to the 11th day of December 1863 being one year.

That defendand had due notice that if he continued to occupy said house after the 10th day of December 1862 he would be charged for the following years rent $400. Said defendant after said notice continued to occupy said house up to the 10th day of December 1863 being one year and has not paid said rent or any part of the same though demanded of him. Wherefore plaintiff claims judgment for four hundred dollars interest and costs

E. J. Bennett
for Plaintiff

Affidavit

Henry L Patterson Agent for plaintiff on his oath say that the above petition and the matters therein as stated he believes to be true.

Henry. L. Patterson

Sworn to and subscribed before me this 30th day of March 1864

W. C. Huffman
Clk

Thereupon the following Summons was issued to Wit

Summons

The State of Missouri

To the Marshal of St Louis County: Greeting

We command you to Summon George Bailey Deft to appear before the Law Commissioners Court, of St. Louis County, on the first day of the next Term thereof, to be held in the City of St Louis, within and for the County of St. Louis, on the first Monday of June next, then and there to answer the complaint of Anna L. Hunt Pltff as set forth in the annexed petition: and have you then and there this writ.

Witness. W. C. Huffman Clerk of our said Court, with the seal thereof hereto affixed, at office, in the City of St Louis this 30th day of March in the year of our Lord eighteen hundred and sixty 4

Seal

W. C. Huffman Clk

To the forgoing Summons the marshal made the following return as follows to Wit.

Marshalls Return

Executed this writ in St Louis County this 4th day of May 1864 by delivering a copy of the writ & petition, as furnished by the Clerk, to the within named defendant.

James Coff.
Marshal

One June 11th 1864 the following answer was filed by the defendant in the above cause in words and figures as follows to Wit.

Answer

Anna L Hunt vs George Bailey	In the Law Commissioners Court June Term 1864

Defendant for Answer to the petition of Pltff Denies that he is indebted to said Pltff in the Sum of Four Hundred dollars for the case and

of the house mentioned in said petition from the 10th day of December 1862 to the 10th day of december 1863

Deft further answering admits that he used and occupied the house of Defendant during the year mentioned at the annual rent of Three hundred dollars and that he tendered and offered the said sum to the Plff which was all he owed, before the commencement of this suit And he now tenders here in Court the said sum of three hundred Dollars.

Defendant further says that he never agreed, promised or contracted with Plff to pay the sum of Four hundred dollars per annum as rent to said Plff but he rented said house and occupied the same during the year next before the year sued for at the rent of three hundred dollars per year and that he has refused and still refuses to pay a higher rent for said house.

Deft denies that Plff is entitled to a judgment for more than three hundred dollars and that said Plff should be compelled to pay costs

R. S. Mac Donald
Atty for Deft

State of Missouri }
County of St Louis } ss

Afidavit

George Bailey Deft makes oath and says that the facts set forth in the above Answer he believes to be true.

Sworn to and subscribed before me this 26th day of July 1864.
W. C. Huffman,
Clk.

George Bailey

Anna L. Hunt
vs
George Bailey

Trial

This day come the parties by their Attorneys and this Case being called for Trial and the parties being ready and submit this Case to the Court and the Court having heard the evidence

advisement

and not being fully advised of the premises takes time to consider

Anna L. Hunt
vs
George Baily

Tuesday August 5th 1865
And afterwards to wit the following Judgment was rendered

The Court being now fully advised of the premises doth find that the defendant is indebted to the plaintiff in the sum of Four hundred and sixteen Dollars

It is therefore adjudged by the Court that the Plaintiff recover of the defendant the debt aforesaid and her costs expended in this behalf & have execution therefor.

Motion for New Trial filed

Anna L. Hunt
vs
George Bailey

Friday August 8th 1864
Motion for new Trial Filed

Motion for New Trial continued

Anna L. Hunt
vs
George Bailey

Wednesday August 13, 1864
Motion for new Trial continued

Anna. L. Hunt
vs
George Baily

Monday October 3. 1864
Motion for new Trial continued

Motion for New Trial continued

Anna L. Hunt
vs
George Bailey } Saturday December 10th 1864
Motion for New Trial continued

Anna L. Hunt
vs
George Bailey } Saturday December 10. 1864
The Court having heard the

Motion for New Trial overruled

Motion for a New Trial herein and being thereof fully advised, overrules the same,

Anna L. Hunt
vs
George Bailey }

Bet it Rembered that on the 3rd day of August 1864 the above entitled cause coming on for trial in the Law Com. Court of St Louis County the pleadings of of parties having been duly filed and read the following proceedings were had

Plaintiff introduced one Henry L. Patterson as a witness in his behalf, who testified as follows

I am agent for plaintiff for renting the premises in question - as such agent I rented them to defendant for one year at a yearly rent of Three hundred dollars, - the lifting to commence on the 10th day of December 1862 and End on the tenth day of December 1862, afterwards and before ~~and before~~ the 10th day of December 1862 to wit on

I notified the defendant, that if he desired to occupy the premises for one year longer he would be charged $400 - as a yearly rent for the second year -

Defendant did continue to occupy the premises after the 10th day of December 1862 and for an entire year thereafter, when

a demand was made upon him for the rent he refused to pay it – The rent from Dec 62 to Dec. 63 is unpaid

This was the evidence in this case

Bill of Exception

The Defendant now files this his bill of Exception and prays ~~judgment~~ that the same be allowed & signed by the Court

R. E. Rombauer

Affidavid for Apeal

Anna L. Hunt
vs
George Bailey } affidavit for Appeal

George Bailey makes oath and says the appeal in the above entitled cause is not taken for vexation or delay but because the ~~appella~~ appellant believes himself injured by the judgment of the Court below.

Sworn to and subscribed before me this 14. day of January 1865. } George Bailey

W. C. Huffman
Clk

Know all Men by these Presents that we George Bailey as principal and Wesley Fallon ~~as securities~~ and as securities ar held and firmly bound unto Anna L. Hunt in the sum of Nine hundred dollars for the payment of which well and truly to be made, we bind ourselves, our heirs, executors and administrators jointly and severally, firmly by these presents, sealed with our seals, and dated at St. Louis, this 14. day of January A.D. 1865

The condition of the above obligation is such, that whereas George Bailey has appealed from the judgment rendered against him and in favor of Anna L. Hunt in the Law Commissioners

Court of St Louis County for the sum of Four hundred dollars and cents together with costs; Now, if the said appellant will pay all costs and damages that may be awarded against him occassioned by such appeal, and shall prosecute his appeal, and shall perform such Judgment as shall be given by the Supreme Court, and such as the Supreme Court may direct the Law Commissioners Court of St. Louis County, to give; and if the Judgment, or any part thereof, be affirmed he will comply with and perform the same, so far as it may be affirmed, and will pay all damages and costs which may be awarded against him by the Supreme Court, then this obligation to be void, otherwise to remain in full force & effect.

George Bailey (Seal)
Wesley Fallon (Seal)
John M Kinn (Seal)

Seal

Law Commissioners Court of St Louis County
December Term 1864 January 14, 1865

This day appeared George Bailey the principal and Wesley Fallon the security in the foregoing bond, and acknowledged to have executed the same for the purposes therein expressed

In Witness of which, I hereunto set my hand and affix the seal of said Court, at office, in St. Louis the day and year last afore said.

W. C. Huffman Clerk

Seal

State of Missouri
County of St Louis } S.S

I. W. C. Huffman Clerk of the Law Commissioners Court within and for the said County. Certify the foregoing to be a full and complete Transcript of the Records and proceedings in said cause as the same now remains on file in my office

In Wittness of which I hereunto set my hand and affix the seal of said Court, At office in the City of St. Louis this nineth day of February 1865

W. C. Huffman.
Clerk Law Commissioners Court

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October Term 1865

Law. Com. Court

Anna L. Hunt
Res

vs} Transcript

George Bailey
Appellant

Appeal to Supreme Court

Filed Feby 11, 1865
A.W. Mead Clk

E. J. Bennett. Attg
Alex Martin
for Plaintiff

R. S. Mac Donald
Kium & Decker
Att for Defendant

$10. paid by Appt.
FEE. 5.00 pd by Appellant.

Appeal

Laid over to be argued with 130
1866. Dec 3. Arg & Sub with No 130. Amt of Ap filed
" " 10 Affirmed

Anna L. Hunt Res
vs
George Bailey Appt.

IN SUPREME COURT,
March TERM, 1865

AND now comes the said Appellant and says that in the record and proceedings of the Court below, in the above entitled cause, there is manifest error, and for error said Appellant assigns the following, to wit:

1. That said Court admitted improper and illegal testimony offered by Respondent
2. That said Court rejected proper and legal testimony offered by Appellant
3. That the Court gave to the Jury improper and illegal instructions.
4. That the Court refused to give to the Jury proper and legal instructions offered by Appellant
5. That the verdict was against the evidence.
6. That the verdict was against law.
7. That the verdict was against both law and evidence, and against the law under the evidence.
8. That the verdict was against the weight of evidence.
9. That the judgment was rendered in favor of the Respondent when it should have been rendered for the Appellant
10. That said Court overruled the motion for a new trial, made by Appellant

R J MacDonald
for Appt
Attorney Minnesota

And now comes the Respondent and for joinder in error say, that there is no error in the record and proceedings of said Law Com. Court in said cause, as assigned by said Appellant

Alex Martin
for Respondent

Hunt

v.

Bailey

Assignment of Errors

R J MacDonald

Filed March 20. 1865

A W McGad

Clk

Anna L. Hunt
Respondent
vs.
George Bailey
Appellant

} Supreme Court

Statement & Brief by
Krum & Decker Counsel for appellant.

This was an action to recover one years rent brought by the Respondent against appellant in the St Louis Law Commissioners Court, upon this state of facts: The premises were rented to defendant for one year at a yearly rent of $300.- the letting to commence on the 10th of December 1861 and end on the 10th day of December 1862; afterwards and before the 10th day of December 1862 (that is before the end of the year the plaintiffs agent notified defendant that if he desired to occupy the premises for one year longer he would be charged $400. as a yearly rent for the second year.

Defendant did not pay this advanced rent and never agreed to pay it, but he did continue to occupy the premises for another year and longer

The point made by respondent plaintiff is that defendants continuance in possession is conclusive evidence in itself of an agreement to pay the advanced rent, and so the Law Commissioner held and rendered a judgment for the advanced amount charged by the landlord.

The answer denied any promise to pay $400. and the evidence failed to show such promise.

The case was tried by the Law Commissioner without a jury; the only question being one of law whether the continuance in possession after the notice amounted to a promise or obligation in law to pay the rent of $400.

The appellant (the tenant) insists that it does not. The point is saved by a motion for a new trial and bill of exceptions.

~~130~~ ~~132~~ 83

Supreme Court

Anne L Hunt
Respondent

vs.

Geo. Bailey
Appellant

Statement by

Kinn & Dicker
Counsel for
Appellant.

For appellant's
Brief see
Case 130.

Filed Dec 3d 1866
O T Fishback Clk
by E P McCarty Dep Clk

In the Sup Ct Mo
Oct 5, 1866,

Anna L. Hunt Respt
vs
Geo Bailey appllt

Appeal from
Law Comt Ct

Opinion of the Court

The respondent obtained judgment in the court below, and the question presented is the same, which has been decided at this term between the same parties.

The judgment will be affirmed
The other judges concur

David Wagner

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Ann L Hunt
v
Geo Bailey

Opinion of the
Court
Waquer

Filed Dec 10th 1866
O F Fishback Clk
by E M Carty Deptt

Affirmed