

May 1868, No. 154

Green, Michael W.

vs

Hoppe, Edward

Hottelmon, A. V.

Debt, account

Debt \$450 for half interest in
steam ferry boat at Sulphur
Springs; engine, machinery, wagon,
harnesses, saddles, 2 horses, and
lumber attached; bill of exceptions

Michael W. Green, Plaintiff
vs
Edward Hoeppe & A. V. Hette-
man, Defendants

} In the Jefferson
Circuit Court,
May Term 1868.

Plaintiff states that Defendants owe him the sum of Four hundred and fifty dollars for one half interest in a steam Herry Boat at Sulphur Springs Mo. sold and delivered to Defendants by Plaintiff. Plaintiff asks judgment for Four hundred and fifty dollars. The amount so due him from Defendants for said interest in said Herry Boat.

John L. Thomas
Att'y for Plaintiff.

Michael W. Green, Plaintiff
 vs
 Edward Hoffer and A. V. Hatter- } civil action
 men, defendants } in attachment.

This affidavit states that he has a just demand against the defendants in the above entitled cause now due and that the amount which he believes he ought to receive of and from said defendants after allowing just credits and offsets is Four hundred and fifty dollars and that he has good reason to believe and does believe that defendants have fraudulently assigned, transferred and conveyed their property or effects so as to hinder and delay their creditors - that they are about fraudulently to assign or dispose of their property or effects so as to hinder and delay their creditors and that they are about fraudulently to remove and conceal their property or effects so as to hinder and delay their creditors.

Sworn to and subscribed }
 before me March } W. H. Greene
 13th 1868. }
 Chas J Honey Clerk }
 Per C. J. Horney Deputy

M. W. Green

27

Keppel & Keppelman

Petition in attachment.

Filed Mar 13th 1868,
E. F. Honey Clerk,

#3 ps by M W Green

Michael W. Green, Plaintiff

vs

Edward Heppel & A. V. Holten-
man Defendants

levied action
in attachment.

We Michael W. Green as principal
and James C. Power

as security acknowledge ourselves to be
indebted to the State of Missouri in the
sum of nine hundred dollars, upon
this condition: That whereas Michael W.
Green as Plaintiff is about to commence a
suit by attachment in the Circuit Court
of Jefferson County Mo. against Edward
Heppel and A. V. Holtenman, Defendants
returnable to the next Term thereof, wherein
the sum sworn to is Four hundred and
fifty dollars. Now if the said Plaintiff
shall prosecute his action without delay
and with effect; refund all sums of money
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 garnisher
by reason of the attachment or any process
or proceeding in the suit or by reason of any
judgment or process thereon, then this obli-
gation is to be void - otherwise it shall
remain in full force and

written in lead

Prisoners hands & nails the 13th day of
March 1868.

M. D. Greene

Approved

March 13th 1868,

Jas. G. Powers

Wm. Henry Clark

Recd. Attn. Sep 1,

Recd
Recd
Recd

no 154

M. W. Green
vs
Edward Kopp et al

Filed Mar 13 1888,
E. J. Honey (clerk)

Michael W Green, Plaintiff
 vs.
 Edward Hoppe & A V Hatteman
 Defendants,

In the Jefferson
 Circuit Court,
 May Term 1868.

Plaintiff states that Defendants owe him the sum of Four hundred and fifty dollars for one half interest in a steam Ferry Boat at Sulphur Springs Mo, sold and delivered to Defendants by Plaintiff. Plaintiff asks judgment for Four hundred and fifty dollars the amount so due him from Defendants for said interest in said Ferry Boat.

John L Thomas
 atty for Plaintiff.

Michael W Green Plaintiff } Civil action
 vs.
 Edward Hoppe and A V } in attachment
 Hatteman. Defendants

This affiant states that he has a just demand against the Defendants in the above entitled cause now due and that the amount which he believes he ought to recover of and from said Defendants after allowing just credits and offsets is Four hundred and fifty dollars, and that he has good reason to believe and does believe that defendants

have fraudulently assigned, transferred and conveyed
their property or effects so as to hinder and
delay their Creditors, that they are about
fraudulently to assign or dispose of their
property or effects so as to hinder and delay
their Creditors and that they are about
fraudulently to remove and conceal their
property or effects so as to hinder and
delay their creditors,

Sworn to & subscribed

W W Greene

before me March 13th 1868,

Elias D Honey Clerk

Per C D Home Dept

A true copy of the original petition
now on file in my Office

Witness my hand and
official seal this March 13th 1868,
Elias D Honey Clerk
Per C D Home Dept

STATE OF MISSOURI,

COUNTY OF JEFFERSON.

The State of Missouri to the Sheriff of ^{St Louis} Jefferson County, Greeting :

WE COMMAND YOU to attach

by all and singular ^{Edward Kapper and} ~~their~~ lands and tenements, goods, chattels, rights, moneys, credits, evidences of debt, and effects, or so much thereof as shall be sufficient to satisfy the sum of

^{Four hundred} and ^{fifty} dollars and cents, with interest and costs of suit, in whose possession soever the same may be found in your county, and that you summon the said

^{Edward Kapper and} ^{A. V. Waltemann} that ~~they~~ 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 Hillsboro, in said county of Jefferson, on the ^{4th} day of ^{May} next, then and there to answer the petition of

wherein ~~he~~ ask judgment for

^{Four hundred and fifty} dollars and cents, and that you also summon

and 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 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, then and there to answer such allegations and interrogatories as may be exhibited against them; and have you then and there this writ.

IN TESTIMONY WHEREOF, the undersigned, Clerk of the said Jefferson Circuit Court, has hereto signed his name and affixed the seal of said Court, at office, this ^{13th} day of

^{March} 1865.

^{Chas. D. Honey} Clerk

Per ^{J. D. Norine} Deft.

No 1574

TO

Jefferson Circuit Court.

Term, 1868,

Wm. M. Greene

Edward Hoppe

A. V. Hattmann

Original

1542 8.704.

#2 paid

Executed this writ in the County of St Louis on the 9 day of April 1868 by delivering a copy of the writ and petition as furnished by the clerk to Edward Hoppe and further executed this writ in the County of St Louis on the 13 day of April 1868. by delivering a copy of the writ as furnished by the clerk to A. V. Hattmann

per \$2.00 Paid

L.S.

Thos Mcneil

STATE OF MISSOURI,
COUNTY OF JEFFERSON.

The State of Missouri to the Sheriff of Jefferson County, Greeting:

WE COMMAND YOU to attach

Edward Hoppe and
Ad. Nottenman
by all and singular ~~their~~ lands and tenements, goods, chattels, rights, moneys, credits, evidences of debt, and effects, or so much thereof as shall be sufficient to satisfy the sum of *Four hundred and fifty* dollars and _____ cents, with interest and costs of suit, in whose possession soever the same may be found in your county, and that you summon the said

Edward Hoppe and
Ad. Nottenman
that ~~they~~... 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 Hillsboro, in said county of Jefferson, on the *4th* day of *May*... next, then and there to answer the petition of

wherein *he*... ask judgment for

Michael McGreene
Four hundred and fifty
dollars and _____ cents, and that you also summon

~~all~~ 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 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, then and there to answer such allegations and interrogatories as may be exhibited against them; and have you then and there this writ.

IN TESTIMONY WHEREOF, the undersigned, Clerk of the said Jefferson Circuit Court, has hereto signed his name and affixed the seal of said Court, at office, this *1st* day of *March* 186*8*.

Elias D. Honey Clerk.
Per C. D. Morris Deft

I Executed this Writ in Jefferson County Mo on the 14th day of March 1868 by Seizing upon Seizing and attaching the following Property as the Property of Edward Hoppe To Wit one Engine & Machinery one Wagon & Harness, Two Saddles, Two Mares & Two Hundred feet of Lumber.

John Williams Sheriff

Jefferson Circuit Court.

2684

Mo 154

Term, 1868.

M. J. Quinn

Edward Hoppe

and
Wm. Hallman

Original

John Williams
Sheriff

\$2.00

Indt from
p 4 & 2

Michael W. Green, } Jefferson Circuit
 vs } Court May Term
 Edward Hoppe & H. J. } 1868.
 Hathorn

Edward Hoppe one of the above
 named defendants in the above
 entitled Cause, for plea in
 abatement to plaintiffs affidavit
 in attachment heretofore filed
 denies that they or either of them
 have fraudulently assigned transferred
 and conveyed their property or
 effects so as to hinder and delay
 their creditors, and also denies
 that they or either of them were
 about fraudulently to assign or
 dispose of their property or effects
 so as to hinder and delay their
 creditors, at the time stated in
 said affidavit or at any other
 time, and also further denies, that
 they were then or are now about
 fraudulently to remove and con-
 ceal their property or effects so as
 to hinder and delay their creditors.

Subscribed & sworn to before me,
 This May 11 1868, *E. P. Hoppe*

Olas & Honey Clerk, Per *Edw. D. Davis*

Jeff Circuit Court
May Term 1868

Ab. W. Green

vs

E. Koppce and
A. J. Kattman.

Plea in abatement
to Jeff affidavit.
in attachment.

Filed May 11th 1868,
Ef Honey (JL)

COUNTY OF JEFFERSON.

The State of Missouri,

To

Julus Friedmann and A. J. Hollman

GREETING :

YOU ARE HEREBY COMMANDED, That setting aside all manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the 20th day of May 1868, at Hillsboro, then and there to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein,

vs

Plaintiff and E. J. Hopkins et al,

Defendant, on the part of

Defendant, and herein you are so wise to fail.

WITNESS, SAMUEL A. RIPPY, Clerk of our said Court,

with the Seal thereof hereto affixed, at office, this

11th day of May

A. D. 1868

Edw. J. Horney Clerk.

SUBPENA.

TO

Jefferson Circuit Court

May Term, 1868.

M W Green

E F Koppert et. als

For Deft.

Julius Immedeborn
and

A. V. Halteman

Michael W. Green Plaintiff

vs

Edward Kappes & A. J. Katonaw Defendants

In the circuit court

May Term 1868.

Defendants for answer to plaintiffs
petition heretofore filed in this cause
deny that they owe the plaintiff
one hundred and fifty dollars for
one half interest in a Steam Ferry
Boat at Sulphur Springs Wv.

They deny that said half of said Ferry
boat was sold and delivered to them by
the plaintiff for said sum of
\$450 or any other sum. They deny
that they ever bought said ferry boat
of said plaintiff or any part of it.

A. Dickin

attly for Defendants

M. W. Green

vs

Happs & Kallman

Defendants Answer

Filed May 22 '88
E. F. Honey Cl

Ab W. Green

vs

Happe & Hattinson

1
2
3
3

Now comes the defendants
and move the Court to grant them
a new trial in this cause for
the following reasons

1. The Court. gave improper
instructions for the plaintiffs,
against the objections of defendants,
Pipkin for depts,

M. W. Green

vs

Kappe & Kallman

Motion for new trial

Filed May 22nd 1868,
E. F. Honey clk

The Court gives the following
instructions for the defendant.

That if it appears from the evidence
that the plaintiff & the defendant are
intimate in friendship & in a long
at Southam Spring, that said defendant
his ~~affairs~~ ^{affairs} have not been settled,
and that the defendant owes for the
money advanced by the plaintiff
in said partnership, then the
verdict should be for defendant.

Green
7
Kaffie dal

Instructions

referred-

this firm has nothing to do with the widest
edges of expenditure to Plainly

Reference

Of the jury believe from the evidence that
Green sold his interest in the Ferry Boat to
either Kallman or Slope before the commence-
ment of this suit then Green was no longer
a partner of Kallman & Slope

Refuted.

Of the jury believe from the evidence that the
business to be carried on by the Sulphur Spring
Thermy Company was to run a Thermy Bath
across the ~~Massachusetts~~ ~~Massachusetts~~ Massachusetts
at Sulphur Spring looking and that
this Bath was built & that after the
sinking of the boat no rights were taken by
any of the partners to renew the business for
several months afterwards, then this was
in effect a dissolution of the partnership
& one partner had a right to the other's share

Plaintiff

Green vs Happe & Holteman

The court instructs the Jury that if they believe from the evidence that this suit was brought on the 13th day of March 1868 & that on the 20th day of March 1868 Defendants conveyed their mill property in Sulphur Springs to Charles H. Happe with the intent to hinder & delay their Creditors, then the verdict should be for Plaintiff unless the Jury further find that pl^{ts} & def^s at the time of bringing this suit were partners.

If they believe from the evidence that Defendants at the time of the commencement of this suit had removed or were about to remove their property or effects with intent to hinder & delay their Creditors then the verdict should be for the Plaintiff. Unless the Jury further find that pl^{ts} & def^s at the time of bring this suit were partners.

Plaintiff

According to the articles of copartnership, no one partner had the right to transfer his interest in the company without the consent of the others. Yet if the jury find from the evidence that Green made an agreement with Holterman to sell to Hope & Holterman his interest in the Ferry Boat for about the sum of \$450.- that Holterman reported this arrangement to Hope & that they both agreed to it, and afterwards acted with the property of the company as exclusively theirs, ignoring Green's interest in it then so far as Green is concerned the company was dissolved & he has a right to sue Hope & Holterman for the amount he was to receive-

Dependant Instructions

2. That there was no dissolution of the partnership of Green Koppe & Kaltman, unless they all three mutually agreed to dissolve the partnership. nor was there any indebtedness from Koppe & Kaltman to Green on ^{account of} the partnership property unless on dissolution there was also a settlement between all of said parties and a balance was found due from ~~the Koppe & Kaltman~~ to Green

Defendants instructions

3.

That Hoppe & Helton are each
by law a right to convey their
property away for the purpose of
paying off their indebtedness and it
is not fraudulent in them to convey
their property for the purpose of
paying their debts

Drifts Inst

1- That if the plaintiff was a partner with Hoppe & Keltman, and no dissolution of the partnership took place, and no settlement was made by and between said Green Hoppe & Keltman of their partnership affairs & no balance found due from Hoppe & Keltman, then the defendants Hoppe & Keltman did not owe Green \$450 on account of his interest in the ferry boat, and it was not found due from Hoppe & Keltman ~~as~~ as to the \$450 said on, to dispose of their property

We the jury find for the
Plaintiff.

George Stow
Foreman

M. W. Green

vs

Hoppe & Haldeman

In the Circuit
Court of Jefferson
County Mo

Be it remembered that on this 21st
day of May 1868, this ~~trial~~^{cause} was
called for trial on the plea in
abatement and a jury being
called the plaintiff to sustain
the issues on his part introduced

M. W. Green the plaintiff
who testified as follows. I have
known the defendants for two
years. They were milling at the
Sulphur Springs up to March
1868 for some 18 months & resided
there. Haldeman had a family
but Hoppe was a single man
and staid there most of time. They
were owing debts, and the old
man Hoppe's partner bought the
mill and was to pay the debts as
he understood. I bought sent
in attachment in March at
which time they were reviewing
the will. They owe me for my part
of a ferry boat \$450. I sold out
to Haldeman & Hoppe. I told
Haldeman & Hoppe in latter part of

July 1869 that I had too much
business to do farming and I would
take \$600 that I had put in the
sawry and knock off 125 dollars
and he agreed to give me ~~that~~
\$450. They owed me in addition to
that 80 or 90 dollars, and also
two notes each for \$812, which
I held on the mill they owned
and which Mr. Shellen who sold
to them owed me for the mill.
It was the balance of unpaid pur-
= chase money of (\$4250) Four
thousand two hundred and fifty
dollars, & for which I held a
note of trust. They owed Whaling
& Mop & Mr. Roscoe, don't know
how much. They did not have much
property then some bags of flour
and a horse and cow. I bought
the horse & harness & saddle & wagon
They did not say anything about
what they were going to do with
the property. Old man Hoppe
has sold the mill lately to Mr.
Kattmann for some property in
St Louis. He held possession
after he bought of Haldeman

and Kopp up to selling to Kallman.
He had a miller then. Young Kopp
told me like he ^{owned} ~~owned~~ all at Lewis
on crop examination.

Mr. Gun said I did not see the
mill to Kopp & Kaldman. I sold
it to Shellen for \$4250 & he sold
to Kaldman & Kopp. Don't know
for how much. It was worth
when they bought it \$7000 -

I never made any agreement with
Kaldman ~~or~~ ^{and} Kopp to sell them
my half of the boat for \$450 - I don't
think Mr. Kopp was present at any
time at any conversation about the sale
of my half of the boat. I hired
a man to go down the river to
bring up the machinery after the
boat was sunk at Island No 9.
I had it brought to Sulphur Springs,
before I had it attached in March
last this property and the outside
property of Kaldman & Kopp at
Sulphur Springs was worth
\$500. The \$450 paid for is part
of the money I put into the Ferry
Company. In a conversation with
Mr. Kaldman he said he would rather
I would stay in the Ferry Company.

but if I could not they would have
to run the boat ~~without~~ themselves.
Mr Skappe was not present.
They did run the boat themselves
hired hands and paid them and
after this I never looked after
the boat. I was owner of a half
and Skappe & Kaldeman owned
the other half.

On examination by plaintiff
the witness stated that he met Mr.
Skappe in Sulphur Springs and
said I would like to get my money
and he Skappe said there must be
a settlement between us of the
business. An amount was agreed
to be paid by Kaldeman at the
time of the Commission I had in
my store with Kaldeman, when
I told him that I could not stay
in the ^{to be told him Skappe would take \$150 but that I put into the} ferry company any longer.
Kaldeman only said that if I
could not stay they would have
to run the ^{boat} themselves.
Plaintiff then offered a deed from
Kaldeman & Skappe to old man
Skappe in words and figures as
follows (here copy same)

and then called

J. L. Thomey who testified as follows
In March last I was on train coming
from St Louis and met Mr Kopper
the defendant at Victoria and he
asked me if he could get a deed
recorded at Hillsboro that night
I told him it could not likely be
done and he asked me if filing
it would do as well and I told
him it would. He wanted to see
the Clerk and ^{have} the matter done
that night. That was latter part
of March 1868. He seemed very
anxious to get the deed recorded
said he was obliged to be in
the City early next morning &
said as he had no own coat and
the weather was cold he would
be glad if I would take it
out and give it to Clerk
that night. I told him I would
hand the deed to the Clerk next morning, but if he wanted
me to attend to that night I would charge him a fee
~~and if he would pay me~~
and he then came out him-
-self. This was a deed from Katie
- man & Kopper to Old man Kopper
J. C. Kopper the Clerk also
testified that Kopper came to

my house about 9 o'clock on night
and asked me to read a deed from
himself & Kottman to old Hoppe
the same read in indorse, I told
him I could not do it that night
and he asked me to file it ^{that night} and
record it and send it to him
at St Louis ^{by mail} which I did. This
was 24th March 1868. When I saw the deed I told
him Green had made the mistake in the deed by allotment & Hoppe
said he had heard of it.

J. B. Mop

Don't know any thing
about the circumstances of the
dependents. We investigated
their circumstances. They had
some furniture and a horse, and
some other things and the real
property which was worth
in March last some 7 to
8000 dollars. They owed me
and have paid me all up
except a few dollars. I
have attached them. a part
of the money they owe me now,
for services on the ferry boat of
Green Kaldman & Hoppe. In
June last Kaldman & Hoppe and
Mr Green had the management of

the boat and Mr. Green seemed to be in the business up to the time the boat was sunk in the following fall then seemed to be no change in the management of the boat up to the time it was wrecked and Green seemed to have as much ~~management~~ ^{to do with it} as any one. Skoldman & Skappe made considerable improvement in the mill after they bought it. Skoldman & Skappe send me with the amount for work on ferry boat when Green attended about \$48 which has been nearly all paid, they seemed always willing to pay their debts & I never saw any thing wrong. Skappe & the Engineer who had run the boat was on it when she was sunk.

Mr. Landolf sworn said I heard either Skoldman or Skappe don't know which one say they had bought the boat of Green & was going to run it themselves.

An Corp Examination in further said he did not know who it was of the two, don't know whether the Skappe was, present or not nor who they were talking to. It was in the street in front of Redway Saloon in Sulphur Springs.

7. I told Mr Green about what I had heard that same evening when I was in his store. Don't know how I come to tell him.

Mr Nichols - swam, said

a man wanted to buy the machinery and went to the mill after the boat was runched and proposed to buy it - Skaldeman asked ~~how~~ for it more than \$300 which this man was willing to give but he was ^{not} willing to buy it at a greater price than \$300. At this time Skaldeman said Green had been in the Company but was not at that time. Skappe was not present at this connection which this man (Mr Waddell is his name I think) had with Mr. Skaldeman - Green hired a man to bring up the machinery and paid him \$25 for it and \$50 to the steam boat making \$75 in all. Know Skaldeman & Skappe have been paying up their debts and selling up all their debts at one cent per dollar.

9. Article of Copartnership) and
then introduced.

E. H. Hoppe the defendant. who testified
that he never made any agreement
with Mr Green to buy his half of the
mill at all.

Mr Skatman & myself sold an
^{& some flour we had in Boston & New Orleans on commission}
mill at Sulphur Springs for \$9800
the consideration paid was two notes
which we gave Mr. Green the
plaintiff of \$812 each. a debt
we owed Mrs Skatman & her \$2000
Mr — Norstick \$1000. Money
advanced by my father to run the
mill ~~and~~ and my share &c at the
time we received of \$4500, and
some other debts which amounted
to about \$300 making \$9800 or
thereabouts — we paid \$7500 for the
mill when we bought it of Mr
Skatman and made considerable
improvements on it. This sale to my
father was made with no fraudulent
intent. we have paid up my share
all our individual debts and made
I pay all we owe. we have not
paid the partnership debts done
by Skatman Hoppe & Green because
we could never get Mr. Green to a

settlement. He was stubborn and would not talk about the matter after he found it was a losing business. He then wanted to get out and always refused to do any thing but said he wanted to get his money back that he had put into it.

He went in in Sulphur Springs one day and asked me how he was to get the money he put in and I asked him how I was to get mine and he then said he would take what he put in up \$125. I told him I would do the same & when he would not agree to this I told him we must have a settlement, and that is all the conversation I can

this was after the boat was sunk
 had with him about selling out or
 buying out. Some time before
 him brought his attachment I
 think in May last we paid him
 \$812 we owed him on the mill,
 and he never said any thing about
 the \$450 that he alleges we owe
 him for the ferry boat.

The partnership debts of the Ferry
 Co. were about \$900. And I
 and Mr. Scottenaw offered to Mr
 Gunn to pay all the debts in
 at Louis about \$1000 if he would

* pay the debts at sulphur springs being
about \$300 and she refused this offer
The debts and disbursements amounted to
some eleven dollars more than the assets
of the Company not including about
\$181 which was for goods caught in the
river and which Mr. Green received
and now owes to the Company of
which he is entitled to the half
I and Mr. Skatteman put into
the business more money than
Mr. Green; and the accounts
between us are unsettled and
unadjusted. We never have
had any settlement of the affairs
of the Company. I am able
to pay all my debts and have always
done so and do not owe any
thing except the debts due by the
Ferry Company and a few debts
of small amounts I & Mr. Skatteman
owe on the mill business. I ^{have} a life
policy of \$5000 paid in and \$300 in
notes ~~and some other personal property~~
and a young man married
We sent the boat to Salem N. Y. to get
timber, she was lying idle and we did
this so as to pay expenses. Green refused

to have any thing to do with the business
 and I and Mr. Skellern were compelled to
 Hallen told me that Green had proposed to sell after that time Green had nothing
 to do with the boat. We sold the machinery ^{hull} without consulting Green,
 been any disputation nor any settlement.

My father owns a large amount of property in
 St. Louis, ^{real estate} I know of his purchase of lots
 there lately at \$15,000. and he has a debt of
 \$30,000 against a firm there well secured.
 He is now engaged in the Matt business

This was all the evidence in the case.

Therefore the plaintiff asked the Court to
 give the following instructions (here copy
 the instructions refused No) which the Court
 refused to give and the plaintiffs excepted.
 also the following instruction (here copy the
 instruction given for plaintiff No)
 which the Court gave, to the giving of
 which defendant excepted. ^{seems} expected that the Court would have

The defendant then asked the Court to give
 the following instructions No 1, 2 & 3
 to which plaintiff objected, but the
 Court ^{annuls} annulled the objections and gave
 the instructions and plaintiff excepted

Thompson the jury brought in the following
verdict (then copy the verdict)

Defendants then moved the Court for
a new trial in words and figures, as follows
(then copy the motion for new trial)
which the Court denied and defendant
excepted and then tenders this his bill
of exceptions and prays the Court to
sign and seal the same and make
it a part of the record. which is
accordingly done

J. H. Vail. Judge

(Seal)

W. P. Green

Kaplan & Kaplan and

Bill of Lading

Shel June 30 1868
Edw. P. Kearney