

Jefferson County Circuit Court  
Case Files - Civil  
May 1868, No. 164

Box 22 Folder 1

McCartney, Samuel  
Lacroix, Anaclet L.  
Samuel McCartney & Co.

vs.  
Flanagan, William

Debt, note

Debt \$190; depositions; bill of  
exceptions; involved deed of trust  
on 4 lots in Catawissa, Franklin  
County

Samuel Mc Carney

\$190<sup>00</sup>/<sub>100</sub>

St. Louis, Mo. March 8th 1864

One Year

after date of the Subscriber

Valuation County of Warren State of Mo

promise to pay to the order of Samuel Mc Carney & Co.

One Hundred Fifty

~~and no more~~

<sup>100</sup> Another 1 hundred

and no more

Negotiable & Payable without deduction or discount <sup>100</sup> Ten per cent per annum after maturity

at 100th of Date of Mo

With current rate of Exchange

Value received

No.

Due

of

Wm. Mc Carney

Henry Spear 133 Pearl & 405 Beaver Sts. N.Y.

~~Saml Mearns~~

Filed Mar 19<sup>th</sup> 1868  
Elius & Kearney  
clerk

Samuel M. Carney and  
Anabel L. Lacwit, doing  
business under the firm  
name of Samuel M.  
Carney & Co, Plaintiffs

v  
William Flanagan,  
Defendant

In the Jefferson  
Circuit Court,  
May Term 1868.

Plaintiffs state that Defendant by his  
promissory note herewith filed, dated  
March 8<sup>th</sup> 1864, promised for value received  
to pay Plaintiffs, one year after the  
date thereof, the sum of one hundred  
and ninety dollars, which and the interest  
thereon are yet due Plaintiffs and for  
which they ask Judgment.

John L. Thomas  
Atty for Plaintiffs.

10.4.50cts

~~18.4.40~~

David McLaughlin

Wm. Flanagan

Petition on Note

Filed March 19th 1868  
Wm. J. Henry Clerk

|              |     |
|--------------|-----|
| copy         | 20  |
| sent         | 50  |
| sent to copy | 110 |
| also         | 10  |
| about        | 10  |

Samuel McCartney and  
Annet L. Laering  
lump under the firm name  
of Samuel McCartney & Co. Plaintiffs  
is  
William Hannagan defendant

In the Jefferson  
Circuit Court  
May Term 1868

Plaintiff state  
that defendant by his promissory note herewith  
filed dated March 8<sup>th</sup> 1864 promised for value  
received to pay plaintiff one year after the date  
thereof the sum of One hundred and ninety dol  
lars, which and the interest thereon are yet due  
plaintiffs and for which they ask judgment

Geo L Thomas

Atty for Plaintiff

A true copy of the original petition on file  
in my office

Witness my hand and official  
Seal May 25<sup>th</sup> 1868

Elias F. Mooney Clerk

THE STATE OF MISSOURI, }  
COUNTY OF JEFFERSON. } SS.

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson—Greeting:

We command you, that you summon *William Flanagan*

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 *Sixth* Monday after the  
fourth Monday of *March* ~~next~~, then and there to answer unto  
*Samuel McCartney and Anacleto La Croix*

upon ~~their~~ original petition, a copy whereof is hereunto annexed and  
accompanies this writ, and have you then there this writ.

L.S.

Witness, ELIAS F. HONEY, Clerk of our said Circuit Court,  
with the seal thereof hereunto affixed, at office in Hillsboro, this  
*Nineteenth* day of *March* A.D. 1868

*Elias F. Honey*

Clerk Circuit Court.

due

No. 184

TO

JEFFERSON CIRCUIT COURT.

Term, 186

Samuel McCartney  
Ancelet L Lacroix  
vs } Susmons.  
William Flanagan

Copy Petition & Writ founded

THE STATE OF MISSOURI, } SS.  
COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson—Greeling:

We command you, that you summon *William Flanagan*

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 *Sixth* Monday after the  
fourth Monday of *March* next, then and there to answer unto

*Samuel McCartney and Anaclet Lacroix*

upon *their* original petition, a copy whereof is hereunto annexed and  
accompanies 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  
*Nineteenth* day of *March* A.D. 1868

*Elias F. Honey*  
Clerk Circuit Court.

No. 164

300 to

JEFFERSON CIRCUIT COURT.

Term, 1866

Samuel McCortley

Consuelo L. Lucero

vs. } ~~Edward~~ <sup>William</sup> Fleaiger

William Fleaiger

Original

John Williams  
Sheriff fee \$1.00

I executed this writ in Jefferson County Mo. on  
the 17<sup>th</sup> Day of April 1868 on William Fleaiger  
by Delivering to him a true copy of this  
Writ and Petition as furnished by the  
Clerk

John Williams Sheriff

THE STATE OF MISSOURI, } SS.  
COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson—Greeting:

We command you, that you summon *Williams. Flann*

*magarr*

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 ~~Seventh~~ Monday after the  
fourth Monday of September next, then and there to answer unto  
*Samuel McCarney and Anacleto Lacroix*

upon *her* original petition, a copy whereof is hereunto annexed and  
accompanies 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

*25th* day of *May* A.D. 1868

*Elias F. Honey*

Clerk Circuit Court.

No 164

TO

JEFFERSON CIRCUIT COURT.

Term, 1868

Saml. McWhorter  
Circuit. decess.

as } alias summons

from Flaumagan

John Williams

Sheriff fee \$1.00

I Executed this Writ in Jefferson County Mo on  
the 18<sup>th</sup> Day of August 1868 on William Flaumagan  
by Delivering to him a true copy of this Writ  
and Petition as furnished to me by the Clerk

John Williams Sheriff

Served August 18<sup>th</sup>

Samuel McBarney and  
 Anacleto L. Lacroix doing busi-  
 ness under the firm name of  
 Samuel McBarney & Co. - Plaintiffs  
 Against  
 William Flanagan, - Defendant

In the Circuit  
 Court of Jef-  
 ferson County  
 Missouri  
 May Term  
 1868

The Defendant by his Attorney comes  
 and moves the Court to quash the writ and  
 dismiss the proceedings in the above cause,  
 for the following reasons;

- 1 - Because the summons is not made re-  
 turnable to any definite time.
- 2 - It is not made returnable on the 6<sup>th</sup> <sup>Monday</sup> ~~day~~  
 after 4<sup>th</sup> of March 1868, - and therefore the time  
 is too indefinite, and the process is  
 void.

Abner Green  
 Attorney for Defendant

McCartney &  
Lacroix

vs.

Wm Flanagan

Motion  
to dismiss

Filed May 12<sup>th</sup> 1868,  
E. J. Honey C.

Samuel McCartney, and  
 Anacleto L. Lacroix, doing  
 business under the firm  
 name of Samuel McCartney  
 & Co, ————— Plaintiffs  
 Against  
 William Flanagan, - Defendant,

In the Circuit  
 Court of Jeffers-  
 son County

The Defendant for Answer to the  
 Petition of Plaintiff denies that he owes  
 Plaintiffs the sum of money specified in  
 the Promissory <sup>Note</sup> described in Plaintiffs Pe-  
 tition or any part of it, - Defendant states  
 that Butler owned four Lots of Land  
 in the Town of Catawissa in Franklin County  
 Missouri, - That he sold & conveyed them to  
 William L. Norris, and took a deed of trust  
 to secure the money, and that he, after  
 Norris had them sold under said deed  
 of trust, and they were bought at said  
 Sale by Robert King, who received the Trust-  
 Deed Deed for the same, - But, before the  
 said Sale, Defendant bought said Lots of  
 said Norris and took his Bond for title  
 to the same, and <sup>that</sup> the Plaintiffs agreed  
 to take Defendant's claim to said Lots  
 in payment of one hundred and ninety  
 dollars which he then owed them, - and said

title Bond was assigned & delivered by the  
Defendant to Plaintiffs, who also took pos-  
session of said Lots and held possession  
of them for several years, - Afterwards  
Plaintiffs fraudulently represented to  
Defendant that King was willing to  
make a good title to said Lots, <sup>to them on said assigned title Bond</sup> and  
by such false and fraudulent repre-  
sentations induced the Defendant to  
<sup>with Plaintiffs</sup> agree to take back their claim to said  
Lots, and to give them the promissory  
Note, <sup>upon</sup> in consideration of said Lots, when  
in fact said King, <sup>was insolvent and</sup> had gone off to parts  
unknown, and which Plaintiffs were  
aware of, but which they fraudulently  
concealed from Defendant, to induce  
him to make & sign the promissory <sup>Note</sup> described  
in Plaintiffs Petition. Defendant fur-  
ther states that he paid said Morris two  
hundred dollars for his claim to said  
Lots, when he got <sup>the</sup> title Bond aforesaid, and  
which he assigned to Plaintiffs as afo-  
resaid. He therefore says that, if Plaintiffs  
should recover judgment on said Note,  
Defendant <sup>would</sup> have to pay twice for said  
Lots, without being able to obtain any  
title to the same, - Defendant there-  
fore says that Plaintiffs obtained said

Promissory Note by false and fraudulent representations as aforesaid, and without giving to Defendant any consideration for the same, - and that said Note is therefore illegal and void.

Defendant therefore avers that Plaintiffs are entitled to recover from him, one hundred and ninety dollars, on said Note or any sum whatever.

Abner Green  
Attorney for Defendant

Sam<sup>l</sup> McCartney  
J. H. La Croix  
Es,

Wm<sup>m</sup> Flanagan

Deft's  
Answer

Filed Nov 17<sup>th</sup> 1868,  
E. D. Honey C,

Samuel M. Cartney Dec  
vs  
William Flannegan, } In the Jefferson  
                                        } Circuit Court.  
                                        } Nov Term 1868.

Now at this day Come the Plaintiffs  
herein & demand to the answer of  
the Defendant filed Nov 17 / 1868  
for the following reasons.

1. Because Defendant does not  
make a tender of the title bond which  
he alleges he obtained from Plaintiffs.
2. Because it appears from said  
answer that Defendant had no title to  
said lots at the time he conveyed them  
to Plaintiffs & therefore they formed /  
no consideration for the debt of \$190  
which he alleges he owed the Plaintiffs.
3. Because said answer is indefinite  
vague & uncertain.

John L. Thomas

Sam. McCartney Esq  
William Flanagan

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Demure to Answer

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Filed Nov 23 1868  
E. F. H. my Cl.

Samuel McCartney  
and other Plaintiffs

vs  
William Flannegan,  
Defendant

In the Jefferson Cir-  
cuit Court.

Nov Term 1868.

The Plaintiffs for application to the  
answer of Defendant deny that they  
took the title to the four lots in Cotaawish  
for what Defendant owed them as  
is set forth in said answer: They deny  
that they fraudulently and falsely up-  
resented to Defendant that said King  
was willing to make a good title to said  
lots on the title bond as alleged in  
said answer or that they by any fraud-  
ulent & false representations induced  
Defendant to take back the title bond  
to said lots & to give th<sup>note</sup> said sum.

Plaintiff alleges that Defendant received  
said note to them in consideration of  
a debt due them long before the same  
was given.

Wm. L. Thomas  
Atty for Plaintiffs.

Sam. McCarty & Co.

3.

J<sup>m</sup> Flanagan.

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Replication.

Filed Nov 27<sup>th</sup> 1868  
E. J. Healey Cl

Samuel M. Cartney, Sec, Plaintiffs } In the Jefferson  
2 } Circuit Court.  
William Flannagan, Defendant }

To the above named Defendant.

You are hereby notified that depositions of witnesses to be read in evidence on the trial of the above entitled cause on the part of the Plaintiff will be taken at the office of A. M. Gardner Attorney at law, corner Third and Chestnut Streets, in the City of St Louis, Mo. on the 30<sup>th</sup> day of September 1869. between the hours of nine o'clock in the forenoon and five o'clock in the afternoon of that day: and if not completed on that day the taking thereof will be continued at the same place and from day to day and between the hours aforesaid until completed.

John L. Thomas  
Atty for Plaintiffs

I waive notice hereof and waive the necessity of service by an officer. Sept 19, 1869.

5 Abner Green  
Attorney for Defendant

Am. M. Cartney & Co

<sup>21</sup>  
Wm Flanagan

Sept - 30 - <sup>th</sup>  
"

Notice to take dispositions

put off until Saturday

Depositions of witnesses produced & sworn  
examined on the 30<sup>th</sup> day of September  
A.D. 1869 between the hours of nine  
o'clock in the forenoon & five o'clock in  
the afternoon of that day at the city of  
St. Louis in the city of St. Louis in the  
County of St. Louis & State of Missouri  
before me Andrew M. Sullivan a Notary  
Public within & for said County & State in  
a certain cause now pending in the Circuit  
Court in the County of Jefferson, State of  
Missouri between Samuel M. Cartney & Co. plaintiffs  
& William Flaumagen defendant on the  
part of the plaintiffs in pursuance of the  
Annexed notice

Joel Wood of lawful age being produced  
sworn & examined on the part of the plaintiffs  
states that he is acquainted with the parties  
who composed the firm of Samuel M. &  
Cartney & Co. - Samuel M. Cartney up to the  
time of his death which took place on  
the 14<sup>th</sup> day of July 1868 & Anaslet L.  
Lacroix composed the firm & Mrs.  
Lacroix ~~has~~ continued the business  
as surviving partner using still the  
firm <sup>name</sup> I have been in the employ of  
the plaintiffs for the last eighteen

Months - ~~that~~ is not acquainted  
with the defendant - but ~~during my~~ <sup>employment</sup>  
with the plaintiffs no such transactions  
as those detailed in defendant's answer  
have come to my knowledge & as Cashier  
bookkeeper ~~has~~ <sup>have come to my knowledge</sup> believed they would of  
any such transactions had occurred  
during that time - I reside in the  
City of St. Louis, State of Missouri -

Subscribed & sworn to before  
me on the day of the place  
& within the hours first  
aforesaid named

Joel Wood

A. M. Sullivan  
Notary Public,

Not being able to complete the taking of  
said depositions by reason of the absence  
of the other witnesses I adjourn the  
further taking of the same until  
tomorrow then to be continued at the  
same place & between the same hours  
mentioned in the annexed notice -

A. M. Sullivan  
Notary Public

Pursuant to adjournment as above  
stated on the 1<sup>st</sup> day of October 1869  
between the hours of nine o'clock in the  
forenoon & five o'clock in the afternoon  
of that day at the office of A M Gardam in the  
city & County of St Louis & State of  
Missouri I continued the taking  
of said depositions as follows -

✓ Thomas V Strode ~~of~~ lawful age being  
produced sworn & examined on the  
part of the plaintiffs states - I am a  
resident of the city of St Louis & am  
at present acting agent of the Griffin  
Stone Co - I know all the parties  
to this suit - have known them for  
the last ten years - I am familiar  
with the indebtedness of the defendants  
to the plaintiffs -

Not being able to complete the taking  
of the deposition of the said Witness Thomas  
V Strode by reason of the lateness of the hour  
at which said witness attended I  
adjourn the further taking of the same  
until tomorrow then to be continued  
at the same place & between the same  
hours mentioned in the annexed return  
A M Sullivan Notary Public

Pursuant to adjournment as above stated  
on the 2<sup>d</sup> day of October 1869 between  
the hours of 9 o'clock in the forenoon &  
5 o'clock in the afternoon at the office of  
A. M. Gardner in the city & County of St. Louis  
State of Missouri I continued the taking  
of said depositions as follows

✓ Thomas V. Strode in continuation of his  
deposition commenced yesterday on his  
oath further says —  
Up <sup>to</sup> ~~the~~ the year 1863 or prior to that  
time for several years I had been  
a member of the firm of Samuel M.  
Casting & Co. & in that capacity I  
had a settlement of their claim  
against the defendant & agreed  
with him to take payment in  
wood & some lots of land at Catmon  
on the Southwest Branch of the  
Pacific Rail Road - but the said  
firm never received said wood  
nor any part thereof from said  
defendant - nor did he ever deliver  
said wood or offer to deliver the  
wood to the plaintiffs - nor did they  
ever to my knowledge <sup>receive</sup> from said

defendant or any other person a conveyance or any title whatsoever to said lots. - That subsequently in 1864 after I had sold out my interest in said the firm of said Mr Cortney & I saw said defendant in this city in the month of March of that year & called the defendant's attention to the fact that he had never paid the plaintiffs claims amounting to the sum of \$430 & requested him to go to plaintiffs store & settle with them. - He then told me that he was delivering sycamore lumber to Lewis & Bros for ~~Engel~~ boxes that there was no money then due him from Lewis & Bros - but that he could give an order on them for the money. - I then went with him to the plaintiffs store where he made a settlement with the plaintiffs & that was the time he gave the note upon which this suit was brought. The defendant at this time made no claim of any offset to the plaintiffs account or that it had been paid in any way. - He knew that plaintiffs had never received any of the wood or the land

and it was for that reason that  
he made the settlement with the  
plaintiffs & gave them the note in  
question in March 1864 - I  
have now no interest whatsoever  
in this claim - J. V. Stode

Sworn to & subscribed before me  
on the 2<sup>d</sup> day of October 1869 at  
the place & between the hours first  
aforesaid named -

W. H. Sullivan

Notary Public

✓  
Anacleto L. Lacroix of lawful age  
being produced, sworn & examined on  
the part of the plaintiffs - says, I am  
the surviving partner of the firm of  
Samuel M. Castney & Co - The said  
Samuel M. Castney died on the 14<sup>th</sup>  
day of July 1868 & since that time I  
have continued the business under the  
name of Samuel M. Castney & Co -  
I know the defendant Wm. Flanagan  
the plaintiffs had an account against  
him for goods sold & delivered by them to  
him prior to the year 1863 - Prior to  
January 1863 Mr. Stode the preceding  
witness then a member of our firm  
made an arrangement with the

defendant to take wood & some lots of  
land at Catawissa on the Southwest  
Branch of the Pacific Rail Road - but  
we never got any of the wood or the  
land - subsequently in March 1864  
the defendant came to our store in  
this ~~city~~ city with Mr Strode & then  
made a settlement with us - by paying  
\$150.40 in cash - an order on Lewis &  
Bro of this city for \$89.60 which was  
accepted & paid by Lewis & Bros &  
at the same gave us his note for the  
balance \$190 which is the note on  
which this suit is brought - When  
this settlement was made the defendant  
~~did~~ not claim that he had an offset  
or that he was entitled to any deduction  
whatsoever on any account whatsoever  
Both Mr McCarty & myself were  
present in the office when the note in  
question was given by the defendant  
and neither of us made any representation  
to defendant that King or any one else  
was willing to make or could make  
a good title or any title whatsoever to  
the Catawissa lots - nor did <sup>the plaintiffs</sup> they or either  
of them ever make any representations to  
defendant to induce him to agree to take  
any claim they might have to said lots or

as a consideration or inducement for him to make  
said note further than his original  
indebtedness to them - We never had  
nor never claimed to have any title  
to said land nor did we ever take  
or have possession of these lots or  
any part of them - That until the  
defendant filed his answer in this case  
I never heard or knew any thing  
about the man King referred to in  
his <sup>defendants' filed in this suit</sup> answer - nor was the name of King  
mentioned or referred by either myself  
or McCarty at the time of the  
settlement in March 1864 nor at  
any other time to the defendant - nor  
did I ever know or hear that he had  
any thing to do with the Catawissa  
lots - I further state that we neither  
of us made any representations about said  
lots or the title to the same nor concealed  
any thing we knew about them or the  
title to them from the defendant to induce  
him to sign the note - but the note  
was given as I have before stated by  
the defendant voluntarily & for the  
balance justly due & by him admitted  
to be due for goods which we had  
previously ~~part~~ sold him

Sworn to & subscribed before me this 2<sup>d</sup>  
day of October 1869 at the place  
between the towns first aforesaid  
named -

A. H. Sullivan  
Notary Public

N. L. La Croix

I Andrew M Sullivan a Notary Public  
within & for the County of St Louis in the State  
of Missouri do certify that in pursuance  
of the annexed notice came before me at  
the office of A M Gardner in the city of St Louis  
in the County & State aforesaid Joel Wood  
Thomas V Strode & Anacleto Lacroix  
who were by me severally sworn to testify  
the whole truth of their knowledge touching  
the matter in controversy aforesaid that  
they were examined & their examination  
reduced to writing & subscribed by them  
respectively in my presence on the days  
between the hours & at the place in that  
behalf aforesaid named & their depositions  
are now herewith returned. And I  
further certify that the said Joel Wood  
Thomas V Strode & Anacleto Lacroix  
are residents of said County & City of St Louis  
in said State of Missouri

Given at St Louis in the County of St Louis  
State of Missouri this 2 day of October  
AD 1869 —

A M Sullivan  
Notary Public.



Notary's fee \$4.50. paid  
by plaintiffs

A M Sullivan  
Notary Public

Samuel M. Carney  
vs.  
Jm. Flanagan

Depositing

Recd by mail opened  
and Filed Oct 4<sup>th</sup>  
1869.

Elias P. Henry &

**The State of Missouri,**  
**COUNTY OF JEFFERSON.**

To *John Carley & John Jerney, Pat Ryan,*

You are Herely Commanded, That setting aside all manner of excuse and delay, you appear before our Circuit Court, for the County aforesaid, on the *fourth* day of *March*, 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 *Samuel M. Carney & Co*

*William C. Carney* Plaintiff, and *John Carney* Defendant, on the part of *John Carney*; and herein you are in no wise to fail.

**Witness, ELIAS F. HONEY,** Clerk of our said Court, with the seal thereof hereto affixed, at office, this *eleventh* day of *March* A. D. 1879

*Elias F. Honey*  
*By J. H. Honey* Clerk.

# SUBPOENA

RETURNABLE TO  
JEFFERSON CIRCUIT COURT.

March Term, 1870

Samuel McCortney & Co  
vs

William Flannigan  
for defendant

Dec 8 1870

That Shupena came to hand this the twelfth day of  
March 1870, and I served the same on defendant  
John McCortney and at the same time I read to  
him in Jefferson County Missouri by reading it  
to him in his presence and hearing in the  
day of March aforesaid

That I, the undersigned, Sheriff  
of Jefferson County  
Missouri, do hereby certify  
that the above is a true and correct  
copy of the original

The State of Missouri,  
COUNTY OF JEFFERSON.

*Do*  
*James M. Meltzer*

*beoushamy*  
*cor the*  
You are Herely Commanded, That setting aside all manner of excuse and delay, you appear before our Circuit Court, for the County aforesaid, on the *Indemnity* 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 *James M. Meltzer & Co* Plaintiff, and *Missionary* Defendant, on the part of *James M. Meltzer*; and herein you are in no wise to fail.

*Witness*, ELIAS F. HONEY, Clerk of our said Court, with the seal thereof  
hereby affixed, at office, this *11* day of *Nov* A. D. 187*6*

*E. F. Honey* Clerk.

3003

# SUBPOENA

RETURNABLE TO  
JEFFERSON CIRCUIT COURT.

Term, 18

McCarty vs  
Mr. Hamman

Thomas Welch  
for D. C. H.

Deared on the 18<sup>th</sup> Day of March 23 1878 at 10<sup>1/2</sup> to Mr by writing to the within  
named Thomas Melton in his presence and presence of  
Jofferson Bennett and

Feb 1878

By Fred W. Linnell

To D. Linnell  
understands

Deputy

Anoelot Lacroix, Administrator  
and surviving partner of the  
firm composed of Samuel  
McCartney and Anoelot  
Lacroix doing business  
under the firm name  
of Samuel McCartney

<sup>vs</sup>  
~~William~~ Flanagan  
Defendant

Plaintiff states that he is  
the Administrator and surviving partner  
of the firm formerly composed of  
Samuel McCartney and Anoelot Lacroix  
that since the commencement of this  
suit the said Samuel McCartney has  
died and that Anoelot Lacroix is the sur-  
viving partner of said firm and as  
such has administered upon the partner-  
ship effects of said firm and as such  
has given bond as required by law  
Plaintiff further states that Defendant  
by his promissory note herewith filed dated  
March 8<sup>th</sup> 1864 promised for value  
received to pay the firm of Samuel  
McCartney & Co, a firm at that time  
composed of Samuel McCartney and

should last one year after that they  
the sum of one hundred and thirty  
dollars, which is yet due Plaintiffs as  
the administrator and surviving partners  
of Samuel M. B. Arthey also and for  
which he asks judgment.

Thank. Yours  
Att for Plaintiffs

Anoelt to Court  
v. c. n

William Flanagan

Amended Petition.

Filed. March 12<sup>th</sup> 1870  
E. H. H. C. K.

Anselm L. Leavitt, Surviving  
 Partner of Samuel M. Leavitt,  
 Dec. Plaintiff } In the Superior  
 Circuit Court,  
 March Term  
 1870.  
 v.  
 William Flanagan, Defendant

Now at this day comes said Plaintiff  
 and moves the Court to strike out the answer  
 of Defendant filed herein on the 14<sup>th</sup> day  
 of March 1870 for the following reasons.

1. Because said answer does not constitute a defence to this action.
2. Because said answer shows upon its face that the title to the lots which Defendant claims to have bought from Plaintiff is good.
3. It appears from said answer that the Defendant <sup>can</sup> obtain title to said lots by a proper proceeding for that purpose.
4. Because it appears from said answer that the title bond was delivered to Defendant by Plaintiff and even if title had failed to the lots, yet that is no defence to the note sued on.
5. Because it does not appear by said answer that Plaintiff warranted the title to the lots.

Joluck. Thomas.

Atty for Plaintiff.

Anselm L. Leavitt  
Surviving Partner  
Sam. W. C. Cartery Dec  
27

William Flanagan

Motion to strike  
out Dependents  
Amended answer.

Filed March 17<sup>th</sup> 1870  
Elias P. Konyak

~~Alexander M. Lacroix and~~  
 Anacleto L. Lacroix, <sup>surviving</sup> ~~partner~~  
~~partner~~ of the firm  
 of Samuel Mc Cartney & Co, - Plaintiffs  
 Against  
 William Flanagan, - Defendant,

In the  
 Circuit Court  
 of Jefferson  
 County  
 Missouri  
 March Term  
 1870.

The Defendant for amended Answer filed  
 by leave of the Court admits that he executed to  
 Plaintiffs, <sup>by the firm name of Samuel Mc Cartney & Co,</sup> his Note for one hundred & ninety dollars,  
 on the 8<sup>th</sup> day of March 1864, as described in their  
 petition; but Defendant admits that <sup>he owes</sup> Plaintiffs  
<sup>the surviving partner of, said firm</sup> the sum of money specified in said Note, or any  
 part of it. He Defendant states that the con-  
 sideration for which said Note was given, was four  
 Lots of Land in the Town of Cattawissa in Franklin  
 County in the State of Missouri, to wit, Lots Nos, one,  
 two, three & four, in Block Six in said Town, and  
 which were <sup>that is, the said firm of Samuel Mc Cartney & Co,</sup> sold by the Plaintiffs, on the 8<sup>th</sup> day  
 of March 1864, <sup>to Defendant</sup> for the sum of one hundred and  
 ninety dollars, and for which sum the Defend-  
 ant gave to the <sup>the said Samuel Mc Cartney & Co</sup> Plaintiffs, the promissory Note  
 sued, - The Defendant states that one, - Butler was  
 the owner of said Lots, and that <sup>he</sup> sold the same to Wil-  
 liam C. Morris, who took a Deed for the same, & at  
 the same time gave a Deed of Trust to said Butler  
 to secure the payment of the purchase money, - and  
 that afterwards said Lots were sold under said  
 Deed of Trust, and bought by Robert A. King, who  
 received the Trustee's Deed for the same, but who  
 bought them, and held them, for the use and bene-  
 fit of said William C. Morris, - as he did several other  
 Lots at the same time, and for which other Lots he

made deeds to such persons as had bought them  
of said Morris, so, that it was well known to Plain-  
tiffs, <sup>said firm</sup> that said King held said farm lots as trustee  
for said William C. Morris, And Defendant states  
that on the 24<sup>th</sup> day of February 1864 the Plaintiffs  
Samuel M. Cartney, <sup>said</sup> ~~and~~ <sup>by the name of</sup> ~~and~~ <sup>Samuel M. Cartney & Co.</sup> ~~and~~ <sup>by the name of</sup> ~~and~~ <sup>Samuel M. Cartney & Co.</sup>  
bought said farm lots of Land of William C. Morris,  
and received from him an Order on said Robert  
A. King, directing him to make to the Plaintiffs  
<sup>said firm</sup> a Deed for said Lots, - And afterwards, to wit, on  
the 8<sup>th</sup> day of March 1864, <sup>said Samuel M. Cartney & Co.</sup> the Plaintiffs, by deceitful  
and falsely representing to Defendant, <sup>that</sup> said Robert  
A. King was then ready and willing to make them  
a deed for said Lots, induced Defendant thereby to  
purchase said Lots of Plaintiffs <sup>said firm</sup> and to give to  
Plaintiffs, <sup>said firm</sup> the note sued on, - and Plaintiffs, <sup>for the same</sup> <sup>said firm</sup> thereupon  
assigned the Order they held on King for said Lots  
to the Defendant, - And Defendant states that  
Plaintiffs, <sup>said Samuel M. Cartney & Co.</sup> knew at the time they sold said Lots to  
Defendant, that said Robert A. King had left the  
state and gone to parts unknown, but they fraud-  
ulently concealed this fact from Defendant (who  
knew nothing about King having left the state,) and  
thereby induced Defendant to buy said Lots, De-  
fendant states that he has been unable to find  
said Robert A. King since, and that he has not there-  
fore been able to get any title whatever to the  
lots of Land, <sup>the said firm of Samuel M. Cartney & Co.</sup> so purchased of Plaintiffs, He  
therefore says that the Consideration for which said  
Note was given has utterly failed - and he avers  
therefore that he owes Plaintiffs, <sup>or the said</sup> <sup>on the said</sup> <sup>as surviving partner of said firm of Samuel M. Cartney & Co.</sup> the sum of money  
specified in said Note or any part of it, - or that Plain-  
tiffs, <sup>or said surviving Partner</sup> are entitled to recover judgment against Defend-  
ant for any sum whatever.

And Defendant further answering avers that

The consideration of said Note was a debt he owed  
the Plaintiffs <sup>said firm</sup> long before the time said Note was given.  
He admits he was indebted to Plaintiffs <sup>said firm</sup> in 1860, in  
the sum of \$430, - but he states that he was then work-  
ing for said Robert L. Morris, who assumed to pay this  
debt to Plaintiffs <sup>the said firm of Saml. McCarthey & Co</sup>, and who agreed with Defendant  
to take said Morris for said debt and release the  
Defendant. And Defendant states he fully paid  
Morris in work for the debt he had thus assumed  
to pay for him, - And afterwards, on the 8<sup>th</sup> day  
of March 1864, the Plaintiffs <sup>the said firm</sup> came to Defendant at  
St. Louis, and said they had failed to get the said  
debt out of Morris, - and by agreement then made  
that is, said Samuel McCarthey one of the partners of said firm of McCarthey & Co,  
between Plaintiffs, and Defendant, each of them a-  
greed to lose half of said debt, - that is, Defendant  
agreed to pay Plaintiffs half of said debt, and  
they agreed to lose the other half, - And in fur-  
ance thereof, Defendant then paid Plaintiffs  
<sup>said firm</sup> in cash one hundred and fifty dollars, and gave  
them an order on Lewis & Bro, for eighty nine dol-  
lars & 60 cents, - making the total of two hundred  
and forty dollars which Defendant then paid  
to Plaintiffs <sup>the said firm</sup> on the same debt they had previously  
taken on said Morris, - on the said order of \$89.60, on  
Lewis & Bro, was paid to Plaintiffs <sup>said firm</sup>, - Defendant  
therefore states that the consideration of the Note  
sued on, was not any part of said old debt that  
Defendant owed Plaintiffs <sup>said firm</sup> for store goods, (as it was  
paid & settled as above stated) but was the said  
Lots bought by Defendant of Plaintiffs <sup>the said firm</sup>, as above  
stated, and for which Defendant has been unable  
to get any title, - And having fully answered De-  
fendant asks to be discharged with Costs &c.

Abner Green  
Attorney for Defendant,

In Circuit Court  
Jefferson County

Samuel Mc Cartney  
Plf.,  
vs,  
William Flanagan

Amended  
Answer of Deft.

Filed March 14 1876  
E. H. Huxley Clk

Samuel M. Eastney Esq. In the presence of  
Your Honor <sup>my</sup> Justice of the  
County Court

Now at this day comes the  
defendant and moves the  
Court to suppress the dep-  
ositions of Jeff filed herein  
on the 14th October 1869. To wit  
Depositions of the following  
named witnesses to wit Joel Wood  
J. & Strode and A. L. Salsbery  
for the following reasons

1st Because the Certificate of  
the Notary Public to said deposi-  
tions are not stamped with a  
Revenue Stamp as required by  
the Revenue Laws of the United  
States

H. Green & Denning  
Attys for Deft

Samuel M<sup>r</sup> Carter  
per Hummagan

Motion to set  
H<sup>rs</sup> Deposits

Filed March 1870  
E. J. Henry

Anoclet Lacroix, Administrator  
and surviving partner of the firm  
composed of Samuel M<sup>c</sup>,  
Cartney and Anoclet Lacroix  
doing business under the firm  
name of Samuel M<sup>c</sup>, Cartney, Plaintiff,

Against

William Flanagan, - Defendant,

In the Circuit Court of  
Jefferson County Missouri

The Defendant for Answer to the last  
amended petition filed by Plaintiff, states that  
he has no knowledge or information sufficient  
to form a belief, of whether the Plaintiff, Anoclet  
Lacroix, is the Administrator upon the partner-  
ship effects of said firm of Samuel M<sup>c</sup> Cartney  
and Anoclet Lacroix, or not, and <sup>he</sup> requires proof of  
such allegation. - Defendant admits that he  
on the 8<sup>th</sup> day of March 1864, executed & delivered  
his Promissory Note to the firm of Samuel M<sup>c</sup>  
Cartney & Co, (a firm composed of Samuel M<sup>c</sup>,  
Cartney and Anoclet Lacroix) by which he pro-  
mised to pay said firm the sum of One hun-  
dred and ninety dollars, one year after date,  
But, Defendant denies that he owes the said  
Plaintiff, as Administrator, or surviving partner  
of said firm, or otherwise, said sum of one

hundred and ninety dollars, or any part of it, For  
Defendant states that the Consideration of said Pro=  
missory Note, was four Lots of land in the Town of  
Catawissa in Franklin County Missouri, to wit, Lots  
one, two, three, and four, in Block six, in said Town,  
which said firm of Samuel McCartney & Co, sold  
to Defendant, on the 8<sup>th</sup> day of March 1864, and for  
which said Note was on that day given, And  
Defendant states that said Samuel M<sup>c</sup>, Cart=  
ney at that time held an Order from William  
C. Morris, on Robert A. King (who it appears  
held title to said Lots for the use of said Mor=  
ris) directing said Robert A. King to make  
a warranty Deed to said Lots to said Sam=  
uel M<sup>c</sup> Cartney. And, on Defendant giving  
said Promissory Note to said Samuel M<sup>c</sup>,  
Cartney & Co, he wrote on the back of said  
Order of Morris, an order from himself, direct=  
ing and requesting said Robert A. King to make  
the Deed for said Lots of land to the Defendant,  
William Flanagan. And Defendant states that  
the said Samuel M<sup>c</sup> Cartney & Co, at the time they  
received said Promissory Note from Defendant, and  
gave said Order on said Robert A. King to make  
said Deed to Defendant, agreed with and pro=  
mised the Defendant, that they would <sup>cause or</sup> have said  
Robert A. King to make a Deed for said Lots  
to Defendant within one year from that date,

or in default thereof, that they would rescind  
said Contract, and give up said Promissory  
Note to Defendant. And Defendant states that  
he gave said Promissory Note, with the express  
understanding that ~~that~~ the said Samuel Mc  
Cartney & Co, would cause a Deed for said Lots to be  
made to Defendant, or give him up said Note. But  
Defendant states that said Robert A. King had left  
the State at that time, (which fact was unknown  
to Defendant) and Defendant has been unable  
to get a Deed from him, for said Lots of land,  
And Defendant further states that said King had  
then conveyed away such title as he had to said  
Lots, and the said Samuel Mc McCartney & Co, have  
utterly neglected and failed <sup>and now refuse</sup> to cause a title  
to said Lots, to be conveyed to Defendant, accor-  
ding to their said agreement, and therefore  
the Defendant states that the Consideration for  
which said Promissory Note was given, has  
utterly failed, and that the said Note is not  
binding on Defendant, by reason of said Sam-  
uel Mc McCartney & Co, having failed, as aforesaid,  
to comply with their part of said Contract. And  
Defendant therefore states that said Note was  
obtained from him by deceitful and fraudulent  
representations <sup>of said Samuel Mc McCartney & Co</sup> of promises, as aforesaid, and that the  
Defendant has received no benefit or Consideration  
whatever for said Note, and therefore the same is  
not binding on Defendant, - The Defendant there-

For a sum that Plaintiff is entitled to recover  
Judgment against him for said sum of one  
hundred and ninety dollars, or any part of it,  
on any sum whatsoever, &c. }  
} Albrecht, Attorney  
} Attorneys for Defendant,

In Circuit Court  
Jefferson County

---

Anoet Lacroix  
Admr, &c,

vs,

William Flanagan

Defendant's  
Answer to  
Amended Petition

Filed Aug. 2<sup>nd</sup> 1870  
E. P. Henry cler

Harold M. Carter, Esq.  
vs  
J. H. Hannon.

Now come said Plaintiff  
and move the Court to strike out the  
second Count of Defendant's answer  
for the following reasons.

1. Because said second Count set  
up no defense to Plaintiff's action
2. Because matters of law and  
fact are stated.
3. Because matter irrelevant is inserted  
in said Count.

John L. Thomas  
Atty for Plaintiff

McCartney & Co

Flanagan

Motion to strike out  
second count &  
Defendants answer.

Filed Sept 6 1870

Elias B. Hoovey atty

Ancelet Lacroix Administrator  
and surviving partner of the  
firm of Samuel McLooney  
& Co. Plaintiffs

William Flaunagan  
Defendant

Now Comes said  
Plaintiff and for replication to the  
answer of Defendant denies that  
the consideration of the note sued on was  
from lots in Colawissa as is in said  
answer alleged. Denies that Samuel  
McLooney & Co sold to Defendant  
the lots mentioned in said answer  
on the 8<sup>th</sup> day of March 1864 or at  
any other time. Plaintiff denies  
that said firm gave said Defendant  
an order for said lots as a considera-  
tion for said note. Denies that at  
the time said note was given or at any  
other time that Plaintiffs ~~would~~ agreed  
with Defendant that they would cause  
Robert A King to make defendant to  
said lots to ~~defend~~ within one year  
or any other time - or <sup>in</sup> default thereof  
that they would receive said note pretended  
contract and give up said note to deft

Plaintiff denies that Defendant gave said  
note with any understanding that  
Samuel M. Carney & Co. would cause  
a deed to be made for said lots to said  
Defendant or give him up said note.  
He denies that said King had conveyed  
said lots at the date of said note but  
if he had Plaintiff avers that it could  
not affect the right to recover the  
amount of said note. He denies  
that the consideration for said note  
has failed. He denies that said note  
was obtained from him by deceitful  
or fraudulent representations and  
promises of said Samuel M. Carney & Co.  
or that the Defendant has received no  
benefit or consideration for said note.  
He avers that the consideration for  
said note was for goods worn and  
merchandise sold by Samuel M. Car-  
ney & Co. to Defendant.

John L. Thomas

Atty for Plaintiff

St. Louis. ~~St. Louis~~

<sup>3</sup>  
Pustanapan

Rehector

Mid Sept 8<sup>th</sup> 1870  
To Dr Henry Cox  
By H. H. H. H.

John Finney being duly sworn in the  
Case of Sam. M. McCartney vs William  
Flannagan, on the part of William  
Flannagan states

Ques. Are you acquainted with the parties  
to this suit?

Ans. I know Flannagan - have known  
him for the last fifteen years -  
I have seen Sam. M. McCartney

Ques. Did you ever hear Sam. M. McCartney  
speak of the note sued on - \$190?

Ans. No Sir.

Ques. What do you know about  
the Case?

Ans. All I know about the Case <sup>is this</sup>.  
In 1860 Mr. Flannagan was merchan-  
dising at Cotawissa. I was then  
at the store & McCartney came  
to Flannagan's & a man by the name  
of Hyde was in company with him.  
Mr. McCartney claimed a bill of  
Mr. Flannagan - Mr. Flannagan  
was not at the time prepared to  
settle it, he called on a man by  
the name of W. C. Morris if he could  
not assist him in settling this up.  
Morris told him he would go to work  
& try to assist him to do so.

In short time I happened in the  
store of Mr. Flannagan, Mr.  
Morris called on me to take notice  
of the trade that was being made  
~~the settlement~~ of this claim <sup>against Flannagan</sup> being settled by Morris  
or assumed by Morris. Mess<sup>rs</sup> McCar-  
ney & Co were to take the bill in  
lots in Catawissa and in Cord  
wood. This was all I heard or saw  
that I now recollect. I think  
this took place in the forepart of  
the fall of 1860. McCarney and  
Strode and Flannagan <sup>& Morris</sup> were pres-  
ent. The agreement was for Morris  
to assume the debt and Flannagan  
was to be released. The bill was some-  
where near \$300. McCarney &  
Strode were partners. The bill to be  
settled was a store account. Mess<sup>rs</sup>  
McCarney & Strode agreed to take  
Morris for the debt instead of Flannagan  
~~for the store~~ they went to take pay  
from Morris in lots in Catawissa &  
in Cord wood delivered on the Rail  
Road. Mr. Morris consenting to such  
arrangement also ~~consenting~~  
Flannagan consented to this.  
Afterwards I knew of Flannagan delivering

a great quantity of wood to Morris on the  
Rail Road but whether McCarthey  
ever got any of it I don't know  
The amount of wood delivered by  
Flannagan to Morris was more  
than enough to pay the debt from  
Flannagan to McCarthey & Co  
which Morris had assumed.

~~Case 4~~ Mr. Flannagan recently  
store after the fall of 1860. I was  
living in Catawissa at that time  
have ever since.

Cross Examined -

The bill McCarthey & Thode were  
settling - 1860 above referred to  
was an account & not in a note.

Sworn to and subscribed John Finney  
before me this 15th Sept 1870

Elias J. Horgan Clerk  
all R. By ~~James H. Heford~~ H

It is agreed by the Depts. McCarthey  
& Co and the Deft Flannagan  
that the above statement  
made by Jno. Finney be read  
in evidence in said cause as  
the testimony of said Finney  
Subject to all objections & to competency & relevance  
by -

A Green &  
27 Dining Allys  
for Dist  
John & Thomas  
Allys for District

McClintock & Co  
Hannover

Evidence of  
Jno. F. Fanning

Filed Sept 1876  
E. J. H. H. H.

Hillstro left the 21<sup>st</sup> 1890  
we the Suror find for the Plaintiff the Interest  
on this note to be \$104.30 etc together  
with the note of \$294.30 etc

William C Deans  
for many

Isaaclet Lacraix, Administrator  
and surviving partner of the firm  
composed of Saml. M<sup>r</sup> Bartney and  
Isaaclet Lacraix, doing business un-  
der the firm name of Samuel M<sup>r</sup>.  
Bartney, plaintiff,  
against  
William Flanagan, defendant.

In the Circuit Court  
of Jefferson County,  
Missouri.

Now on this day comes William Flanagan, defendant in the above entitled case, and for the purpose of taking an appeal from the judgment, rendered in the above case against him, makes oath and says, that such appeal is not made for vexation or delay, but because this affiant believes, that he (being appellant) is aggrieved by the judgment or decision of the Court.

Sworn to and subscribed before me,  
this 21<sup>st</sup> day of Sept<sup>r</sup>, 1870, William Flanagan  
J. Ed. Walker  
Notary Public

Anacleto Lacroix  
Adversus &c  
against  
William Flanagan

affid. for appeal

Filed Sept 21<sup>st</sup> 1870  
E. J. Honey clk

M. Courtney & Co } In the Jefferson  
vs } Cause by Cir Court  
Flanagan } Court - Sep 5/87  
Now at this day comes the deft  
and moves the Court to set  
aside the verdict rendered  
in this cause and grant him  
a new trial for the following  
reasons to wit

1<sup>st</sup> The Court gave illegal and im-  
proper instructions on the part  
of the Dft and refused to give  
proper and legal instruc-  
tions on the part of Dft

2<sup>nd</sup> The Court <sup>found</sup> ~~decided~~ legal and proper  
evidence <sup>offered</sup> on the part of  
the Dft

3<sup>rd</sup> The Court admitted improper  
and illegal evidence on the  
part of Dft.

Gunn & Stanning  
attys for Dft -

M. C. C. & Co

<sup>25</sup>  
Flanagan in

Motion for  
New Trial

---

Saml. McCutney & Co } In the Circuit Court  
vs } of Jefferson County  
William Flannagan } Missouri

Now at this day comes the deft and  
mons The Court to set aside the ver-  
dict rendered in this cause and  
grant him a new trial for  
the following reasons namely

1<sup>st</sup> The Court erred in excluding  
legal and proper evidence offered  
by deft.

2<sup>nd</sup> The Court erred in refusing to  
allow the deft to testify in this cause

3<sup>rd</sup> The Court erred in refusing to allow  
the deft to testify in relation to the  
consideration of the note sued on

Green & Dinning  
Atty<sup>o</sup> for deft

McLannan & Co  
vs  
Flannagan

Motion For New  
Trial

Filed Sept 22<sup>nd</sup> 1870  
E. F. Honeyalk

Anaclel Lacraix, Administrator  
and surviving partner of the  
firm composed of Samuel  
Mc Cartney and Anaclel Lacraix  
doing business under the firm  
name of Samuel Mc Cartney, plaintiff,  
against  
William Flanagan, defendant.

In the Circuit Court  
of Jefferson County,  
Missouri.

We, William Flanagan, as principal, and  
R. W. Mc Mullin and John Williams  
as securities, acknowledge ourselves  
indebted to Anaclel Lacraix, Admini-  
strator and surviving partner  
of the firm, composed of Samuel Mc  
Cartney and Anaclel Lacraix, doing bu-  
siness under the firm name of Samuel  
Mc Cartney, in the sum of Five  
Hundred dollars,  
for the payment of which we bind  
ourselves, our heirs, executors and ad-  
ministrators by these presents.

Upon condition however as fol-  
lows; Whereas said William Flanagan

has appealed to the district court  
from the judgment, rendered against  
him in the above entitled case in  
the circuit court of said county of  
Jefferson, Missouri, - Now if said  
William Flanagan shall prosecute his  
said appeal with due diligence to a  
decision in the District court, and  
shall perform such judgment as shall  
be given by the District court, or  
such as the District court may di-  
rect the circuit court to give, and  
if the judgment of such court or  
any part thereof be affirmed, that  
he will comply with and perform  
the same, so far as it may be af-  
firmed and pay all damages and  
costs, which may be awarded a-  
gainst said Flanagan by the District  
court, then this Bond shall be  
void, otherwise remain in full  
force and effect.

Witness our hands and seals this  
21<sup>st</sup> day of September, AD. 1870.

William Flanagan (seal)

Wm. Mullin (seal)

John Williams (seal)

Approved Aug 20 1870

D. H. H. H.

B. H. H. H.

Mr Gooding  
Lancaster  
no  
Chenango  
Iowa

Dec Dec 24th 1870  
E. J. Henry Clerk

Anaclet Lacroix Admr &  
Surviving Partner of the  
firm composed of  
Samuel McCartney &  
Anaclet Lacroix - Plaintiff

In the Jefferson  
Circuit  
Court

vs  
William Flannagan  
Defendant.

Be it remembered  
that on the 21<sup>st</sup> day of September  
1870 at the September Term of the  
Circuit Court of Jefferson County  
Missouri in the above entitled Cause  
*Came* on for trial and the matter in issue  
being submitted to a jury the Plaintiff  
to sustain the issues on his part  
introduced in evidence the note  
said on as follows (Here copy  
the note) It was also here admitted  
by Defendant that Samuel McCart-  
ney is dead - has died since the com-  
mencement of this suit & that  
Anaclet Lacroix the ~~surviving~~ surviving  
Partner of said Samuel McCartney  
has given the bond required by law  
and has taken upon himself the  
administration of the personal  
effects of Samuel McCartney

Also the firm composed of Samuel  
McCartney & Anselm Locust, in  
the Probate Court of St Louis County in  
which County said McCartney lived  
and died and in which the business  
of said firm was carried on. And  
here Plaintiff closed his evidence.  
And the Defendant then offered  
himself to prove the facts set up  
in his answer in regard to the  
note and the consideration of the  
note and on and in regard to  
the lots in Catowana

but Plaintiff objected to his being sworn  
as a witness as to these things because  
the alleged Contract and dealings set  
up by Defendant in his answer in  
regard to said note and the Catowana  
lots were made and had with Samuel  
McCartney who is dead. and Defendant  
being examined on his voir dire  
stated that on the 8<sup>th</sup> Nov 1864 he  
went to the house of McCartney & Co & gave  
<sup>for some lots in Catowana</sup> the note in question, and that the business  
in regard to the order for the Catowana lots  
<sup>as set up in the answer</sup> was transacted with Samuel McCartney

and Thomas Strode who was a partner of  
the said firm at that time: That Anoclet  
Loccoix the other partner ~~was~~ was in the  
room at the time the business was transac-  
ted but he could not <sup>say</sup> whether Loccoix  
heard or understood any thing that  
was said

The Plaintiff then offered the deposition  
of Strode and Loccoix in evidence  
to show that Strode was not a partner  
in the firm of Samuel McCarty  
Dec on the 8<sup>th</sup> day of March 1864.  
as follows (here copy)

Whereupon the Court excluded the evidence  
of Defendant as to those dealings that  
were had with Samuel McCarty  
by Defendant in reference to the  
note and the consideration of the  
note and the sale and purchase of  
the Colowana lots to which the  
Defendant at the time accepted.  
~~And~~ Defendant then read in evidence  
the deposition of him as follows (here copy)

said deposition)

And this are all the evidence in the  
Cause offered by either party.

The Jury then returned a verdict  
for Plaintiff.

The Defendant on the 22<sup>nd</sup> of September  
1870 filed his Motion for a  
new trial as follows (here copy)  
which was by the Court overruled  
to which Defendant at the time  
accepted. and here tenders this his  
bill of exceptions and prays that  
the same may be signed sealed  
and made a part of the record  
in this Cause which is done  
accordingly.

J. H. Vail Judge 5<sup>th</sup> Circuit *Real*

In Circuit Court  
Jefferson County

Amos Lot & Locrow, shunt  
vs of McElainey, Hs  
vs,

William Thompson

Bill of Exchange

Filed Oct. 24<sup>th</sup> 1870.  
L. J. Honey, Clerk.