

November 1869, No. 351

Field, W. B.
Field, J. N.
Field Bros.

vs.

B. & B. Cohen
Douthett, M. A.
Dyer, William L.
Hamel, J. C., et al

Debt, note

Debt \$423.76; other defendants Gus.
Hamel, H. Hamel, J. E. Leonard, Thomas D.
Smith, R. Washburn, Oliver McElhatten,
J. W. Fletcher, W. G. Williams, W. H.
Hotchkiss, W. Long Smith, William Knopp,
William Blank, William G. Herald

\$423.⁷⁴/₁₀₀



made between the 1st of January 1869
and the 1st of March 1869
after date and mature to pay to the

order of J. C. P. & Co. 72

dollars

for value received negotiable & payable without defalcation or discount
with interest from maturity at the rate of 6 per cent per annum
payable at

No. 40 One Aug 14/69

J. C. P. & Co.

Sold by C. F. Thalmann & Co. 22 S. Second St. St. Louis.

C. F. Thalmann & Co. St. Louis, Mo.

B & B Laken
^{De Soto}
M A Smithell
^{De Soto}
J M Dyer
^{De Soto}

J C Hamel
Gust Hamel

J H Hamel
J Leonard
J W C Smith

R Washburn

Chas M Elbatten

J W Fletcher

W G Williams

W D Potchko

W Long Smith

Wm Knapp & Co

Wm Blank

M G Heroes

~~XXXXXXXXXXXX~~

W. B. Field and J. H. Field Plaintiffs
against

B. B. Cohen, M. A. Douthett
Wm. Dyer, J. C. Hamel
Geo. Hamel, A. Hamel, J. E. Leonard
Thos. O. Smith, R. Washburn, Oliver
McElhatton, J. W. Fletcher, W. G.
Williams, W. A. Haskins, Haskins
W. Long Smith, William Knorr, ~~the~~
Wm. Blank, Wm. G. Herold Defendants

In the Circuit Court
of Jefferson County,
Missouri -

The plaintiffs state, that the defendants,
by their promissory note, herewith filed,
dated February 11th 1869 promised, for
value received, six months after date
thereof, to pay ^{to the order of} "Field Bros." Four hundred
and Twenty three ⁷²/₁₀₀ dollars, negotiable
and payable without defalcation or discount
with interest from maturity at the rate
of ten per cent per annum.

Plaintiffs further state that, they compose
a mercantile firm in the City of St. Louis
doing business under the name and
style of "Field Brothers".

They further state that the firm of Wm

Knopp & Co, whose firm name appears upon said note, is composed of William Knopp and William Blank two of the above named defendants.

Plaintiffs aver that the whole amount of said note with interest is due and owing to them and for which they ask judgment

P Phipps

Atty for Plaintiffs

To the Jefferson Circuit
Court

Nov. Term 1869.

W. B. Field & J. A.
Field

vs.

M. A. Donahue W. J. Dyer
J. C. Hamel Gas Hamel
Thos O. Smith L. E. Leonard
R. Washburn Oliver M. E.
Katon J. W. Fletcher W. G.
Williams W. H. Hotchkiss
Wm Long Smith William
Knapp William Blank
W. G. Herold

Subt upon note
The clerk will issue
process -

P. P. Pike
Plffs atty.

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 *Br R. Cohen M. A. Dorsett,*
J. C. Hamel, Gus Hamel, H Hamel, J. E. Leonard, Thomas C,
Smith R. Ashburn, Oliver McElhatton, J. M. Letcher W. G. Merriam
W. H. Welch Kis, W. Long Smith W. Knapp, W. Blank, and
W. G. Harold, if they be found in your County, that
they be and appear before the Hon. Judge of our Circuit Court, on the
first day of the next term thereof, to be begun and held at the town of Hillsboro,
within and for the County of Jefferson, on the ~~second~~ Monday after the
fourth Monday of September 1869 next, then and there to answer unto

H. B. Field and J. A. Field

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
27th day of *September* A. D. 1869

Elias F. Honey
Clerk Circuit Court.
By L. H. Cofford, St.

2797
TO
JEFFERSON CIRCUIT COURT.

Term, 1869

W.D. Field &
Att. Genl.
vs
Defendants.

Per J. D. Schuchert

Original

The within was served this 29th Day of September a D 1869 at Jefferson County Missouri by Delivering a copy of the Writ and Petition to Josephina Dauthett, a white member of the Familie of the Defendant Mc. A. Dauthett, over and above the Age of Sixteen years at the usual place of abode, of the above named Defendant Mc. A. Dauthett, him being the first one served, and I further served the same by Delivering a like copy, of the writ, to a white member of the Familie of the Defendant Oliver Mc Elherton at his usual place of abode over and above the Age of Sixteen years, and I further served the same by Delivering in like manner as last mentioned a Copy of the writ to a white Member of the Familie of the Defendant W. G. Williams at his usual place of abode (over the age of Sixteen years) And I further served the same in the same way as last described on the Defendant William S. Dyer at his usual place of abode. And I further served the same by Delivering a Copy of the writ to each of the within named Defendants: Gustave Hammel, John C. Hammel, Hermann Hammel, William Knopp, William Blank, William Long Smith, W. G. Hemold, Ira E. Leonard, J. W. Fletcher, Thom. C. Smith, and R. Washburn. All of the above named Copies of writs and the Petition was furnished to me by the Clerk of the Circuit Court and all Services was made in Jefferson County Mo. The within named Defendants B & B, Cohen and W H Hotchkiss can not be found in my County

Fees. \$16⁰⁰₁₀₀
Sixteen Dollars.

Fred Luchtemeyer Sheriff
By Fred Collman
Deputy

~~2755~~
2795
TO
JEFFERSON CIRCUIT COURT.

Nov Term, 186
Field & Field
vs
B. & B. Cohen & others

Copy

W. B. Field & J. A. Field Plffs
against

B. & B. Cohen, M. A. Douthett
Wm S. Dyer J. B. Hamel Gus Hamel
H. Hamel & E. Leonard Thos O. Smith
R. Washburn Oliver McElhatten
J. W. Fletcher W. G. Williams W. H.
Holchess W. Long Smith William
Knopp Wm Blunk and W. G. Herod

Defendants
In the Circuit Court Jefferson County
Missouri

The defendants for answer to the plaintiffs petition state that at the time mentioned in the plaintiffs petition B. & B. Cohen did make execute and deliver to the plaintiffs their promissory note for the sum and amount named & mentioned in the said plaintiffs petition and that the said B. & B. Cohen were the only makers of said note and the said plaintiffs were the payees thereof that the other defendants to wit: M. A. Douthett, Wm S. Dyer J. B. Hamel Gus Hamel H. Hamel J. E. Leonard Thos O. Smith R. Washburn Oliver McElhatten J. W. Fletcher W. G. Williams W. H. Holchess W. Long Smith William Knopp, William Blunk & W. G. Herod were ^{accommodation} endorses on said note ^{without consideration} and were not the joint makers thereof, and the defendants further answering say that when the said note was delivered to the said plaintiffs it was understood agreed and known by the said

plaintiffs that the said B & B Cohen
were the makers of said note mentioned
in the plaintiffs petition and that the others
of said defendants named were only ac-
commodation endorsers on said note and
the same was so taken and received by the plain-
tiffs with that understanding and knowledge
and was so given by the said defendants B & B
Cohen the makers thereof to them and was so signed
by the endorsers thereof the defendants aforesaid
And the defendants further answering say M. Arnold
Thos Wm S. Lyster J. G. Hamel Gus Hamel H. Hamel
B. Edwards Thos O. Smith R. Washburn Oliver Mc
Elhattan J. W. Fletcher W. G. Williams W. H. Hotchkiss
W. Long & Smith Wm. Knapp Wm. Blank and
W. G. Gould say that said ^{payable to} note when due was
never demanded of the said B & B Cohen where
the same was ^{due} payable and that they have the
same was not protested and that they have
never had any notice within the time required
by law to ^{make} them liable on the same as endorsers
thereof - And the defendants above named deny
that they were makers of said note and
were only with the said B & B Cohen but were
simply accommodation endorsers as stated
aforesaid And the said defendants deny
that they are in any manner liable to said
plaintiffs upon the same or in the sum mentioned
in the plaintiffs petition -

And the defendants further answering say that some
time in the month of December A.D. 1868 the said B &
B Cohen were merchants in trade in the village
of Le Soto in the County of Jefferson and State
of Missouri and that they were in failing cir-
cumstances and unable to pay in full their
just debts and liabilities and were forced from
their embarrassed circumstances to go into
Bankruptcy under the General Bankrupt act
of the United States and that they did under
said Bankrupt law make an assign-

ment of all and singular their goods chattels
and effects as well as their real estate for the
benefit of all their creditors and that while
the said defendants B & B Cohen were in Bank-
ruptcy and after an assignee in Bankruptcy
had taken possession of all of their property &
before they had been discharged therefrom and
while the same was pending the creditors of said
B & B Cohen ~~enter~~ as well as the above named
plaintiffs entered into an agreement to com-
promise and settle all of their respective
claims and demands which the said creditors
had against the said B & B Cohen which agree-
ment was in words and figures following:
"This agreement made and entered into this fifteenth
day of January A.D. 1869. by and between the under-
signed Creditors of Bernard Cohen and Bernhard
Cohen of St. Louis Jefferson County State of Missouri, wit-
nesseth that if the said Bernhard Cohen and Bernard
Cohen shall give and deliver to us for each of our
respective claims against them whether the same
be in note or open book account fifteen (15) per cent
on the dollar upon the face of the same in notes run-
ning six months with approved endorsers and
shall also so give each of us ten per cent of our
said claims in Tickets of the St. Louis Gift Distribu-
tion in consideration of which we and each of us
do hereby agree to release and surrender all our
respective claims against said Bernhard Cohen
& Bernard Cohen. In witness whereof we have hereunto
set our hands and seals the day & year last above
written in the City of St. Louis Mo.

(Signed) Morgan & Jackson (seal)

Sandfelden Pollock & Co (seal) J. Meyberg (seal) Sanford & Wells (seal)
Samuels Sternberg & Co (seal) Simon Sale & Co (seal) Paul Lang &
(seal) Suss Obermeyer & Weiss (seal) Pratt Hall & Co (seal) Rosenwald
& Co per W. G. Malone (seal) C. C. Kraft (seal) Saml Mc Carthy & Co (seal)
Kramer & Lotz (seal) A. Frankenthal & Bro (seal) Seibold & Bro
(seal) J. H. B. Co (seal) S. Hellman & Bro (seal) J. Green & Co
Matres Depue & Co (seal) Hunt Hellman & Yorkes (seal)
Europe Levy & Co (seal) Schoenemann (seal) J. D. Pittet & Co per
J. H. Holmes (seal) Albut Fischer (seal) Rosenbaum & Lewis (seal)
J. H. Jacobus (seal) Ador Bush as assignee of Philbut Bros & Co (seal)
J. H. Hahn (seal) Al King & Co (seal) A. Cohen & Matthew Hymel
A. H. B. Co (seal) J. L. Hamden & Co by J. E. Lowe atty (seal) Davis
Putenz & Co (seal) M. Buzque (seal) Pollock Thompson & Co (seal)
Wm East & Co (seal) Wm K. Oeing & Co (seal) J. H. Coblenz & Co (seal)
J. H. Schmitt & Rothchilds (seal) Platte Olsen & Co (seal) Hester
Sweet & Co (seal) per assignee (seal) Baxter & Co (seal) Barr Deane
& Co (seal) & Carl by their own attorney (seal) Field & Brothers (seal)
B & B Cohen (seal) Bernhard Cohen (seal)
(Per Stamp)

That in pursuance of such agreement as aforesaid signed by the said Creditors of said B & B Cohen among whom were the plaintiffs herein the said proceedings in Bankruptcy aforesaid were ^{to be} dismissed, and that the said B & B Cohen induced the plaintiffs the defendants above named to endorse the note of the plaintiffs in Bank ^{plaintiffs} ~~Bank~~ to be filed up to the amount of their said claim of at fifteen per cent on the dollar of the original amount thereof due said plaintiffs at the time of entering into said agreement -

And the defendants further say that the amount which was actually due said plaintiffs under the agreement aforesaid at fifteen per cent on the dollar of their said claim would not have exceeded the sum of sixty five dollars and that the plaintiffs fraudulently and corruptly and for the purpose of taking undue advantage of the said B & B Cohen and the endorser ~~the~~ other defendants herein and for the purpose of taking advantage of the other Creditors of said B & B Cohen who signed such agreement of settlement with said plaintiffs fraudulently willfully and wickedly put the amount claimed in said note at that stated in the plaintiffs petition when the same ought not to have exceeded the amount of sixty five dollars and that said note was for the full amount due said plaintiffs when they signed the agreement above named to take fifteen cents off on the dollar of their claim, and that the plaintiffs fraudulently took advantage of the defendants and of all

those who signed the agreement above named
when they took from said defendants said
note mentioned in plaintiffs petition and
that plaintiffs sought to take such undue
advantage and did take the same with a
view and for the purpose of getting more
than their just proportion when they signed
the agreement aforesaid — and that the same
was a fraud not only upon the defendants
but upon the other creditors of said B & B
both in said agreement named —

Wherefore the defendants, demand that
said note be declared null and void and
that they have judgment against the plain-
tiffs for their costs and disbursements in
this action

Leonard Brown
Att'y for Defts

In Circuit Court Sess ho.

W. B. Field &
J. A. Field

B & B Lecken et al

— " —
Answer

— " —

Leonard & Brown
Sess atty

Filed Nov. 19th 1869
Elias & Honey cut

W. B. & J. N. Field } Dismissed as to the answers
 B & B Cohen v. them } at costs of Plaintiff Nov
 Term 1869

Free Bills

F. Suchlenmeyer. Shuff. Lene. 15 dfts. 15.00
 calling 15 dfts. 75.
 75
 \$15.75

Elias & Honey cut issue 15 copies ent. 10— 1.50
 Dismissal— 20 20
 Free Bill 20 20
 \$17.65—

Judgment as to B & B Cohen.

Nov 5th 1870—

~~\$444.00~~

Int. 10%.

Debt

\$444.00

Honey Copy Pch 40th Nov copy. \$1.10 Piles 15. Dckt 10th 1.75

Docket Judgment 50.— Int. Judgt 10th .60

Motion 20 Cost 20; F.B. 25.

70
 \$447.05
 1.465—
 \$464.70

Field & Don

B + B^{co} Cohen

Fre Bailey