

Jefferson County Circuit Court
Case Files - Civil
November 1869, No. 354

Box 25 Folder 13

Hellman, Samson
Hellman, Louis S.
S. Hellman + BTO.

vs.
B. + B. Cohen
Douthett, M. A.
Dyer, William S.
Hamel, J. C., et al

Debt, note

Debt #165; other defendants Gust.
Hamel, H. Hamel, I. E. Leonard, Thomas O.
Smith, R. Washburn, Oliver McElhatten,
J. W. Fletcher, W. J. Williams, W. H. Hotchkiss,
W. Long Smith, William Knopp + Co., William
Blank, William G. Herold

B & B Cohen
M. A. Dornshell

J. M. Dyer
J. C. Daniel
East Hamel

H. Hamel
J. E. Leonard
Thos. C. Smith

R. Washburn

Oliver M. Elhatten

J. M. F. Scher

W. G. Williams

W. B. Roschke's

W. Long Smith

Wm. Knapp & Co.

Wm. Blank

Mr. G. Herald

STATE OF MISSOURI, }
COUNTY OF Jefferson } SS.

Be it Known, That on the day of the date hereof, at the request of S. Hellman & Bro. the holder of the original Note a copy of which is on the reverse hereof written, I, Almann E. Schuster Notary Public for Jefferson County, in the State of Missouri, duly commissioned and qualified, residing in Desoto. Mo. in said State, presented the same to Bernhard Cohen one of the members of the firm of A. & B. Cohen at Desoto Mo. and demanded payment which was refused.

Whereupon, I, the said Notary Public, at the request aforesaid, have PROTESTED, and do hereby solemnly PROTEST, as well against all persons and every party concerned therein, whether as Maker, Drawer, Drawee, Acceptor, Payer, Endorser, Guarantee, Surety, or otherwise, howsoever, against whom it is proper to protest, for all Exchange, Re-exchange, Damages, Interest, and Costs, accrued and to accrue, by reason of non-payment thereof.

Of all which I have given due notice to the parties concerned, in manner following:
To B. B. Cohen M. A. Douthett Wm. S. Dyer J. C. Samuel,
Gust. Samuel, M. Samuel, J. C. Leonard, Thos. A. Smith,
R. Washburn, Oliver McElhatton, J. H. Fletcher, W. J. Williams,
Wm. H. Hotchkiss, H. Long Smith, Wm. Kuorppio, Wm. Blank,
Wm. G. Harold. by directing notices to each party concerned & delivering them personally or depositing them in the Post Office.

Thus Done and Protested, at Desoto. Mo. aforesaid, this seventh day of August A. D., 1869.

IN TESTIMONY WHEREOF, I, the said Notary, have hereunto set my hand, and affixed my Notarial Seal, the day and year above written.

Recorded Book /
Folio, 37
Fee. \$ 4.80

Almann E. Schuster
NOTARY PUBLIC.

STATE OF MISSOURI, }
County of Jefferson } SS.

Before the undersigned, a Notary Public within and for said County, came A. E. Schuster who, being by me duly sworn, on his oath says, that the facts set forth in the foregoing are true.

Almann E. Schuster

Sworn to and subscribed before me, this 7th day of August A. D., 1869.

Notary Public, Jefferson County, Mo.

\$165.⁰⁰
\$165.⁰⁰

Desoto, Jefferson City Mo. February 5th 1869.

Six months after date we promise to pay to the order of
S. Hellman & Bro. - One hundred & sixty five dollars, for value
received, negotiable & payable without defalcation or discount with
interest from maturity at the rate of 10. per cent. per annum. -
Payable at - N^o. 14. Sec 58. Aug. (Signed) B. B. Cohen

100th Reserve Bank
Cashed.

Endorsed by
B. B. Cohen
M. A. Douthett.
Wm S. Dyer.
J. C. Hamel.
Gust Hamel.
H. Hamel.
J. C. Leonard.
Thos. O. Smith
R. Washburn.
Oliver McElhatten
J. W. Fletcher
H. S. Williams.
W. H. Hotchkiss
H. Long Smith.
Wm Knorr & Co
Wm Blank
Wm G. Herold.

No. 37

B. B. Cohen

to S. Hellman & Bro

Due August 18 1869

\$ 165.⁰⁰

Prot. Fee 4.80



Samson Hellman and
Louis S. Hellman, partners
in trade under the firm name
of S. Hellman & Bro, — Plaintiffs
Against

B. and B. Cohen, M. A. Douthett,
William S. Dyer, J. C. Hamel,
Gust. Hamel, W. Hamel,
J. E. Leonard, Thomas O. Smith,
R. Washburn, Oliver M. Elhatten,
J. W. Fletcher, W. J. Williams,
W. H. Hotchkiss, W. Long Smith,
William Knorr & Co, William Blank,
and William S. Herold, — Defendants.

In the Circuit Court of
Jefferson County, Missouri
November Term 1869.

The Plaintiffs, Samson Hellman and
Louis S. Hellman, state that they are partners
in trade, under the firm name of S. Hell-
man & Bro., — and that the above named De-
fendants, on the 5th day of February 1869, made
and delivered their negotiable promissory note
to the Plaintiffs, herewith filed, whereby the
said Defendants promised, for value received,
to pay to the order of the Plaintiffs (by their firm
name of S. Hellman & Bro.) the sum of one

hundred and sixty five dollars, six months
after the date thereof, with interest from
the maturity thereof at the rate of ten per
cent per annum, And Plaintiffs state that
William Knorpp and William Blank compose
the partnership, whose firm name of W^m Knorpp & Co.
is signed to said Note. - The Plaintiffs state
that the said Promissory Note for one hundred
and sixty five dollars and the interest thereon
are yet due the Plaintiffs, and for which
they ask judgment.

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Abner Green
Attorney for the Plaintiffs

In Circuit Court
Jefferson County

J. Wellman vs.

vs.

J. W. Cohen, H. A.
Doubthell, & others

Plaintiff

vs. Defendants

Not Amenable to
jurisdiction

Alfred
H. P. H.

Filed Oct. 3rd 1869

Wm. F. Hargrave

Attest
J. W. H. by Wm. F. H.

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 Paul Blocher, M^cA
Don H. M^cS Dyre, J. C. Hamel, Gust Hamel
H. Hamel, J. E. Leonard, Mrs. O. Smith, R. Washburn
Oliver M^cElhatum, J. W. Fletcher, W. J. Williams
W. H. Holchless, W. L. Smith, W. H. Knapp
and Co. M^cBlair & W. G. Herrick

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 7th Monday after the
fourth Monday of September 1869 next, then and there to answer unto

Sampson Hellman Esq, Louis S
Hellman,

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
Fifth day of October A. D. 1869

Elias F. Honey
Clerk Circuit Court.
By L. H. Ager, S^c

334

TO

JEFFERSON CIRCUIT COURT.

Term, 1869

Samson H. H. H. H.

J. S. H. H. H. H.

J. S. H. H. H. H.

B. & B. H. H. H. H.

J. S. H. H. H. H.

J. S. H. H. H. H.

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J. S. H. H. H. H.

J. S. H. H. H. H.

J. S. H. H. H. H.

(Original)

D. S. H. H. H. H.

by H. H. H. H.

The within was Served this 8th Day of October A. D. 1869 in Jefferson County Missouri, by deliv-

ering a copy of the Writ and the within Petition as furnished to me by the Clerk of our Circuit Court,

To the within named Defendant W. A. Danteth, him being the first one served and I further served

the same by delivering to each of the following Defendants a copy of the writ, to wit: J. C. H. H. H.

J. C. H. H. H., H. H. H. H. H., J. C. H. H. H., J. C. H. H. H., J. C. H. H. H., J. C. H. H. H.

J. C. H. H. H., J. C. H. H. H., J. C. H. H. H., J. C. H. H. H., J. C. H. H. H., J. C. H. H. H.

by delivering a copy of the writ in each of the following cases, to wit: H. H. H. H. H.

of the respective Families of the Defendants W. S. Dyer, Willis J. Williams,

Oliver M. Elhatten, at the usual place of abode of said Defendants,

all of which Families members was over the age of fifteen years.

The Defendants B. & B. Cohen and W. H. Hotchkiss can not be found

in my County

fees \$16⁰⁰/₁₀₀

Fred Luchtmeier Sheriff
by Fred Volkmach

Deputy

In Circuit Court Jefferson County
Samson Hellman &
Louis S. Hellman Partners in
trade under the firm name of
S Hellman & Bro. Plaintiffs.

Against

B & B. Cohen M.A. Donsett
William Sizer J. C. Hamel
Gust Hamel H Hamel
J. E. Leonard Thomas O Smith
R Washburn Oliver Mc Elhatten
J. W. Litcher W. J. Williams
W. H. Hotchkiss W. Long Smith
William Knopp & William Knopp
& William Blank & William J. Herold

Defendants

The defendants answering the petition
of the above named plaintiff state that
B & B Cohen did make and execute the
note named in the plaintiffs petition but
to the plaintiffs as the makers thereof
but the other defendants deny that they were
makers thereof but and were only endorses
of the same for accommodation to the makers
thereof and without any consideration to
them.

And the defendants for a further and
separate answer state that they are not
liable to the said plaintiffs upon said
note and that the same is fraudulent and

void and that the consideration thereof was
illegal and against good morals in this
that said note was given to the said
Plaintiffs upon ~~the~~ a contract which
is words & figures following: "This agree-
ment made and entered into this fifteenth
day of January A.D. 1869- by and between
the undersigned creditors of Bernhard Cohen
and Bernhard Cohen of de Soto Jefferson
County State of Missouri witnesseth that
if the said Bernhard Cohen & Bernhard 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 per cent on the dollar, upon the
face of the same in notes running six
months with approved endorses and shall
also so give each of us ten per cent of our
said claims in Tickets of the de Soto Gift
Distribution in consideration of which we
and each of us do hereby agree to release
and surrender all our respective claims
against said Bernhard Cohen & Bernhard
Cohen

In witness whereof we have hereunto set
our hands and seals the day and year last
above written in the City of St Louis Mo-
(Signed) Morgan & Jackson (seal)

Sandfelder Pollock Heo. (seal) J. Meybuer (seal)
Sandford & Wells (seal) Samuels, Stenberg Heo. (seal)
Simon Dale Heo. (seal) Paul Lange Proct. (seal)
Suss Obermeyer & Weiss (seal) Pratt Tail Heo. (seal)
Medemwald Heo. per W. G. Malone (seal) O. B. Kraft (seal)
Samuel McEachney Heo. (seal) Kramer & Lotz (seal)
A. Frankenthal Proth. (seal) Seebold & Helge (seal)
J. Weil Bro Heo. (seal) S. Hellman & Br. (seal)
J. Green Heo. per C. W. Green (seal) Waters Serious
Heo. (seal) Hunt Hellman & Voorhis (seal) Surges
Levy Heo. (seal) E. Schaeneman (seal) J. D. Pike
Heo. per J. A. Holmes (seal) Albert Fischer (seal)
Rosenbain & Lewis (seal) J. R. Jacobus Heo. (seal)
Isador Bush as assigner of Philibut, Broncoville Heo.
(seal) J. Vaher (seal) Alkie Heo. (seal) A. Cohen (seal)
Matthew Hunt (seal) A. H. Bolyford (seal) B. L. Warm-
don Heo. by S. E. Lowe Atty. (seal) Louis Allenad (seal)
M. Berque (seal) Pollock Thompson Heo. (seal) John
Gash Heo. (seal) Wm. K. Leung Heo. (seal) J. G. Hobbes
(seal) F. Losheimer & Rothschild (seal) Platte Alshausen
Heo. (seal) Austin Sweet Heo. per assigner (seal)
Baxter Heo. (seal) Barr Alencant Heo. (seal) S. Carl by
Abner Green his Attorney (seal) Field Brothers
(seal) B. & B. Leckum (seal) Bernhard Cohen (seal)

That said note was given to the plain-
tiffs in pursuance of the above contract
and that said contract is illegal and
void for the reason that it was unlawful
for the parties to engage in a Lottery or make

Contract founded thereon,

Therefore the ~~pat~~ respondents, Edward
Westmead account said ~~plaintiffs~~ for
their costs and disbursements in the
action -

Edward J Brown

Wm B City

Jefferson County Court

Nov Term AD 1869

Sampson Hellman &
Louis S Hellman

B & B Leitch & Co
Depts

11
Answer
12

Filed Nov. 19 1869
E F Houghack

Samson Hellman, and Louis S,
Hellman, partners in trade under
the firm name of "S. Hellman & Bros," Plaintiffs

Against
B. & B. Cohen, M. A. Donthell,
and others, Defendants.

In the Circuit Court of
Jefferson County Missouri

The Plaintiffs by their Attorney move the Court to strike out ^{all} of Defendants Answer filed in the above Cause, except the first paragraph, which reads as follows, - "The defendants answering the petition of the above named plaintiffs state that B. & B. Cohen did make and execute the Note named in the plaintiffs' petition to the plaintiffs as the makers thereof, but the other defendants deny that they were makers thereof, and were only endorsers of the same for accommodation of the makers thereof and without any consideration to them." - The Plaintiffs move the Court to strike out all of the residue of the Defendants Answer, for the following reasons;

- 1 - Because the remaining portion of the Defendants Answer, as set forth, constitutes no defense to Plaintiffs' Cause of action.
- 2 - It is not averred in said portion of said Answer that the original consideration for which said Negotiable Promissory Note was given to Plaintiffs was illegal or immoral.
- 3 - The Compromise agreement, made by B. & B. Cohen with their creditors, as set forth in said Answer,

shows that Defendants agreed thereby to pay the Plaintiffs by said Note sued on, only fifteen per cent on their original demand, - but does not show that such original demand was based on an illegal or immoral transaction, - and hence such agreement shows no defense against the negotiable promissory Note sued on.

- 4 - The allegation that said Note was given in performance of said Contract is not an allegation that the consideration of the Note filed in this suit, was based on said Contract, and originated from the same.
- 5 - Said Contract was not the consideration of the Note sued on; but, on the contrary the Contract itself shows that ^{the} debt, for part of which the Note was given, ~~it~~ existed long before the compromise contract was made.
- 6 - There is no averment in said Answer that said Note was given for Lottery Tickets bought by Defendants; - or that the sale of any Lottery Tickets in any shape or form, was the con- sideration of the Note sued on.
- 7 - The Contract referred to in Defendants Answer shows on its face that all of the Defendants agreed to pay Plaintiffs fifteen per cent, on their claim against B. B. Cohen; and hence, it is not material whether Cohen agreed to pay them ten per cent in Lottery Tickets, ^{or not}, - as the endorser of the Note sued on, have nothing to do with the payment in Tickets, - neither are they sued

for the tickets, or their value, - nor do Plaintiffs claim that the endorser of said Note ever made any contract to pay Plaintiffs any part of their demand against B, & B, Cohen in Lottery Tickets,

8 - And hence, the agreement the endorser of the Note sued on, made with Plaintiffs is separate and distinct from B, & B, Cohen's agreement to pay ten per cent on Plaintiffs demand in Tickets,

Abner Green
Attorney for Plaintiffs

In Circuit Court
Jefferson County

S. Hellman & Bro,
vs,
B. W. B. Cohn, M. A.
Douthett, & Others

Motion to
Strike out Defts Answer

Filed February 27 1876
J. H. H. Clerk

Samson Hellman and Louis S.
Hellman, partners in trade under
the firm name of "S. Hellman & Bro." - Plaintiffs

Against
B. & B. Cohen, M. A. Doushett
and others, Defendants,

In the Circuit Court of
Jefferson County Missouri

The Plaintiffs for replication to the first
paragraph, or matter of defense, as set forth in the De=
fendants Answer, deny that the said Defendants
signed the Note herein sued on, as endorses merely,
but aver that they signed the same as joint and
several makers thereof, and that they are therefore
jointly & severally bound for the payment thereof.

And for further reply to the said defense
so pleaded, the Plaintiffs aver that the said Defen=
ants are legally bound for the payment of said pro=
missory Note, even if they did sign it as endorses,
For, the Plaintiffs state that, on said ^{Note} becoming due,
to wit, on the 7th day of August 1869, they caused
said Note to be presented to Bernhard Cohen, one of the
members of the firm of B. & B. Cohen, at De Soto, Mo, (where
said firm resided and did business) by Herman E.
Schuster, a Notary Public, within & for Jefferson County
in the State of Missouri, and payment thereof de=
manded, but which was refused, and that the
said Notary Public, did then and there duly pro=
test the same for nonpayment thereof, and that
the said Notary Public did on the same day give
due notice of such non-payment and protest
of said Note, to all of the Defendants herein,
- all of which, was by him duly made and

Certified by said Notary Public. Which said Certificate of said Notary Public, duly verified by his Affidavit was filed in this Cause on the 5th day of October 1869, - By reason of all which, Plaintiffs aver that the said Defendants, (admitting that they signed said negotiable Promissory Note as endorers) are jointly and severally liable for the payment of the same. The Plaintiffs therefore ask judgment against said Defendants (as in their original petition prayed) for the sum of One hundred and sixty five dollars, and the interest due thereon, as specified in said Note, and four per cent damages for the non-payment and protest of the same.

Abner Green
Attorney for the Plaintiffs

In Jefferson Circuit
Court Feb. adj. Term
1870

S. Hellman & Bro,
vs,
B. & B. Cohen and
others

Replication

Filed July 2nd 1870
E. Hiney clk
By S. H. Ayres &

Samson Hellman and
Louis S. Hellman, partners
in trade under the firm name
of S. Hellman & Bro. — Plaintiffs

Against

B. and B. Cohen, M. A. Douthett,
William S. Dyer, J. C. Hamel,
Aust. Hamel, H. Hamel,
Ira E. Leonard, Thomas C. Smith,
R. Washburn, Oliver M. Elhatten,
J. W. Fletcher, W. J. Williams,
W. W. Hotchkiss, W. Long Smith,
William Knopp & Co, William Blank,
and William S. Herold, — Defendants,

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

Amended Petition of Plaintiffs, filed by
leave of the Court.

The Plaintiffs, Samson Hellman and Louis
S. Hellman, state that ^{they} are now, and were, on
the 5th day of February 1869, partners in trade
under the firm name of S. Hellman & Bro., —
and that the defendants, B. and B. Cohen (a
partnership firm composed of Benjamin Cohen
and Benara Cohen) on the 5th day of February
1869, made their negotiable promissory Note,
whereby they promised for value received to pay
to the order of the Plaintiffs (by their firm name

of S. Wellman & Bro.) the sum of One hundred and sixty five dollars, six months after the date thereof, with interest from the maturity thereof at the rate of ten per cent per annum, And the Plaintiffs state that at the time of the making of said negotiable promissory note by the said B. & B. Cohen, and before the same was delivered to the Plaintiffs, the other Defendants, To wit, M. A. Douthett, William S. Dyer, J. C. Hamel, Gust. Hamel, H. Hamel, Ira C. Leonard, Thomas O. Smith, R. Washburn, Oliver M. Elhatten, J. M. Fletcher, W. J. Williams, M. H. Hotchkiss, M. Long Smith, William Knorpp & Co. (the firm name of a Partnership composed of William Knorpp and William Blank,) William Blank, and William G. Herold, endorsed the said negotiable promissory note, by signing their names respectively on the back thereof, and thereby bound themselves to pay the same in case of its dishonor; and which said negotiable promissory note was then delivered to the Plaintiffs, who are now the legal owners and holders thereof. And Plaintiffs state that on the maturity of said negotiable promissory note, To wit, on the 7th day of August 1869, they caused the said note to be duly presented to Bernhard Cohen, one of the members of the firm of B. and B. Cohen, at Desoto Missouri, (the place where the said partner

ship firm resided and transacted business) by
Herman E. Schuster, a Notary Public, ^{within and} for Jef-
ferson County in the State of Missouri, and
payment thereof demanded, but which was
refused, and that the said Notary Public did
then and there duly protest the same for the non-
payment thereof; and that the said Notary Pub-
lic did on the same day give due notice of such
~~demand~~ nonpayment and protest of said Note, to all
of the above named Defendants, all of which
was duly made and certified by said Notary
Public. Which said Certificate of said Notary
Public duly verified by his affidavit, and also
the said Negotiable Promissory Note, was filed
in the above entitled Cause on the 5th day of
October 1869, and are attached to the original
Petition filed in this Cause. By reason of all
which Plaintiffs aver that the above Defenda-
nts are all jointly and severally liable for the
payment ^{to Plaintiffs} of said sum of one hundred and sixty
five dollars, specified in said negotiable Promissory
Note, and for which ^{sum} and the interest thereon,
and four per cent damages for the non-pay-
ment and protest of said Note, Plaintiffs ask
Judgment.

Abner Green
Attorney for the Plaintiffs

In Jefferson Circuit Court
March Term 1870

S. Wellman & Bros,
vs,

B. & B. Cohen, & A.
Douthett, & others

Amended

Petition of Plaintiffs

Filed March 5th 1870
Elias F. Hoovey
at K
By L. Hayford, D.C.

S. W. W. W. & Bnd	}	In the Circuit
vs		Court of Jefferson
W. B. & B. Cohen,		County Missouri
M. A. Dowthell		
& others		

Now at this day Come
the Defendants by their Attorneys
and move the Court to strike
~~from~~ out the amended Petition
of Plaintiffs filed in this Cause
on the 5th day of March 1870
for the following Reasons, viz.

1st Because the same is inconsistent
with & contradictory to the
original Petition of Plaintiffs
filed in the Cause upon the
the same Cause of action, in
this that in their said original
Petition Plaintiffs charge the
Parties whose names are indorsed
on the Back of the note sued on
embracing all the Parties to said
note but the said B. & B. Cohen, as
being original joint makers of
said note with said B. & B. Cohen,
whereas Plaintiffs by their said
amended Petition state facts

wholly inconsistent therewith
~~and~~ in that in said amended
petition they charge that the
said M. A. Dowdell & others did
not become parties to said note as
original or joint makers but
as indorsers thereof

Brown, Thomas & Williams
Attys for defendants

J. Wellman Bro.

ms

134 13. Cohen, Md.

Notice to write and
answer, petition
of Plaintiff

Brown Thomas Williams
all

W. L. March 7th 1870
Claus P. Meyer
By J. H. Kaufman

S. Wellman & ~~Bro.~~
Louis Wellman,
Parties in Trade under
the firm name of
S. Wellman & Bro. Plaintiffs
against

B. & B. Cohen, M. A. Dowdett
William S. Dyer, J. L. Hamel
Gust. Hamel, H. Hamel,
Bra E. Leonard, Thomas O.
Smith, R. Washburn,
Oliver McElhatteu, J. W. Fletcher,
W. J. Williams, W. H. Hatchkiss,
M. Long, Smith, Wm Knorp & Co.
Wm Blank, & W. G. Herold
Defendants

In the Circuit
Court of
Jefferson
County
Missouri

March Term
A D 1870

Now at this day Come the defend-
ants herein. Heeth the defendants
B. & B. Cohen who do not join
in this answer and for answer
to the amended Petition of the
Plaintiffs filed in this Cause on
the 5th day of March 1870 say
that they ~~deny that~~ have no
knowledge or information sufficient to
form a belief as to whether Sampson Wellman
& Louis S. Wellman are now or were on

on the 5th day of February 1869 Partners
in Trade under the firm name of
S. Hellman & Bro, or not, they
also aver that they have no
Knowledge or information sufficient
to form a belief as to whether B & B,
Cohen were on the 5th day of
February 1869 a partnership
firm composed of Bernard Cohen
& Bernhard Cohen or not,

Defendants admit that
B. & B. Cohen on the 5th of February
1869 made their negotiable promissory
note payable to the order of S. Hellman
& Bro. for the amount as stated in
Plaintiffs Petition & payable six
months after the date thereof, with
10 per cent interest from maturity but
Defendants aver that they have no
Knowledge or information sufficient
to form a belief as to whether S.
Hellman and Bro, to whom said
note was given were these Plaintiffs
or not, these Defendants admit that
they wrote their names respectively on the
back of said negotiable promissory note
and aver that at the time of so doing that
it was expressly understood by and
between Defendants & the payees of said
note that

Liable

These defendants were only bound or ~~to be~~
~~bound~~ for the payment of said note
except as indorsers thereof, Defendants
deny that by signing their names on the back
of said note that they become liable to pay
the same in case of its dishonor, Defendants have
no knowledge or information sufficient to form
a belief as to whether Plaintiffs are the legal
owners & holders of said note or not,
Defendants deny that Plaintiffs caused
said note to be duly presented for pay-
ment to Bernhard Cohen one of the
members of the firm of B. & B. Cohen
at De Poto Missouri on the maturity
thereof and deny that the 7th day of
August 1869 was the day on which said
note matured, and say that they have
no knowledge or information sufficient
to form a belief as to whether Bernhard
Cohen was or member of ^{any} such firm
as that of B. & B. Cohen or not, and
Defendants say that they have no knowledge
or information sufficient to form a
belief as to whether any such firm ~~ex~~
as that of B. & B. Cohen existed or
resided or carried on business at De Poto
Missouri on the 7th day of August 1869
or not, and deny that Plaintiffs caused

Said note to be presented for payment
to said Bernhard Cohen, and payment
thereof demanded by Herman E. Schuster
a Notary Public within & for Jefferson County
Missouri at its maturity, or that payment
thereof was then refused, and deny that
said Notary Public did then or there
duly protest said note for non payment,
thereof, and deny that said Notary
Public did on the same day give due
notice of demand, non payment, or
~~protest~~ Protest of said note to any
or all these Defendants, and deny that
said facts were certified by said Notary,
and Defendants deny that by reason of
any demand, non payment, or notice
that Defendants are liable jointly or
severally to Plaintiffs for the payment
of said promissory note either
amounting to \$160.⁰⁰ or any other sum
or for any damage or interest thereon,
or that Plaintiffs are entitled to any
judgment whatever against these
Defendants & having fully answered
pray judgment for costs

Brown, Thomas, & Williams
Atty's for Defendants, except
B. & B. Cohen

J. Hellman & Bros,
per
Jas R. Cohen
Et al

Answers to
amended petition
filed March 5-1870

Ind. Mech. 4071770
Recd March 11 1870
E. H. Mearns att

J. V. Washington } In the Jefferson
against } Cir Court
M. A. Donthier Etc } March Term 1870

Now at this day comes
The Plaintiff moves the court
to strike defendants answer
for the following reason
1st Because the answer was,
not filed in accordance with
the rules of the court
2^d Because said answer
was not filed in accordance
with the Genl. order of the Court
to file answer

Thomas T Bro
for Plaintiff

Washington
against
Douthett Et al

Motion to strike
out answer

This March 12, 1866
Ed Henry Clerk

Samson Wellman and Louis	}	In the Circuit
S. Wellman, partners in trade		
under the firm name of		
S. Wellman & Bro,	Plaintiffs	Court of Jef-
	Against	erson County
B, & B, Cohen, H. A. Douthett,		Missouri
and others,	Defendants	March Term
		1870.

Abner Green, Attorney for the Plaintiffs in the above entitled Cause, being duly sworn, on his oath states that the Plaintiffs cannot safely proceed to trial in the above entitled Cause for the want of the testimony of Herman E. Schuster, whom he considers a very material witness for the Plaintiffs in maintaining their action in the above cause, - that he did not know of the materiality of the said witness's testimony until about ten days ago, when, on seeing the issues made by the Defendant's Answer, filed on the 17th day of this month, he became satisfied, and now verily believes, that the testimony of said witness is very material to the Plaintiffs in establishing, and in support, of the Plaintiff's Cause of action, - That, as soon as he saw the issues made by the Defendants Answer in the above cause he made immediate inquiry of whether the said

Herman E. Schuster was then at De Soto in Jefferson County Missouri, where ^{he} had been residing during the last year, ^{where} this Affiant supposed he was then ^{still} residing, - As that was the place of his residence for the last year, - and until the last three or four weeks, - and that this Affiant states, that he did not know that said Herman E. Schuster had left his residence at De Soto until about ten days ago, when he was informed by persons residing at De Soto, ~~and~~ ^{that} said Herman E. Schuster ^{had} left De Soto about a month ago, and that this Affiant has not since learning such fact, been able to ascertain where the said Herman E. Schuster went to, or where he could be found within the last ten days, - or where he can be found now, so, that this Affiant has not been able since ascertaining the materiality of said witness, to have him ^{as a witness} subpoenaed, or to take his deposition, This Affiant therefore states that he has not had time to take the deposition of said witness, nor been able to procure his attendance at this Court, since the fact came to his knowledge that his testimony was material, - That this Affiant knows of no other witness in attendance ^{and in fact no other witness is in attendance of this Court} of the Court, or within the reach of the process

of this Court, upon whose testimony the Plaintiffs can safely rely to prove the particular facts that the said absent witness is expected to prove, - that this Affiant believes the Plaintiff cannot safely go to trial without the testimony of such absent witness, - that he is not absent by the Consent, Connivance or Procurement of the Plaintiffs or their agent or Attorney, - And this Affiant states that if a Continuance be granted to the Plaintiffs, he believes they will be able to procure the attendance of said witness, or his testimony in time to be used in evidence on the trial of said Cause at the next Term of this Court,

Subscribed & Sworn before me

March 22 1870

E. P. Henry at

By L. H. Allen D.C.

Abner Green

Attorney for the Plaintiffs

In Circuit Court
Jefferson County

S. Hellman & Bro,
vs,

B. & B. Cohen, et al,
Douthett, et al,

Affidavit
for continuance

Sampson Hellerman & Co. }
 Br B. Cohen et al. } In Jefferson
 Circuit Court
 of Mo. Fee Bill

Elias P. Henry A. Clerk
 Copy Pet. 36⁺ C. & S. 50⁺ W. & 18 Copies 18 = 2.66
 Files 50⁺ 3 Mts. let Rep 20⁺ 1.30
 Offd 15 2 Cents. 50⁺ paid 50⁺ 1.15
 Indexes 25 fee Bill 10. 35
 \$5.46

P. Luckenmeyer Sheriff
 Sene. 15 drafts 15.00 — 15.00
 2 Arrests, 1.00
 \$21.46

Recd full pay mnt this
 16th day of July 1870, of
 Abner Green, Atty, for P. H. H.
 E. P. Henry Clerk
 By Lewis H. Coffin D. C.

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