

Jefferson County Circuit Court
Case Files - Civil

Box 26 Folder 55

September 1870

Hornsey, John

vs.

Brachvogel, Hermann

Brachvogel, Albert

Koettlitz, Edward

Debt, notes and account

Debt \$500, \$500 notes; \$1291.70
account for lumber



Three days after date he promises to pay to the
order of John W. Wadsworth.

Sturm

Five hundred

和合

For Value received negotiable & payable without deduction or discount
with interest from maturity at the rate of 10 per cent per annum,
Payable at Wasserschein & Co. Bankers of London £10000.
Wasserschein & Co.

Sold by C. G. Thalmann & Co 22 S Second St St. L.

W. P. Warburton & Co.

John Horsey

~~J. A. Paul~~

248. 100. 100.

\$500=

16898

24

St Louis July 23 1868

Ninety Days after date we promise to pay to the

order of John Hornsby

Five Hundred

Dollars

For Value received negotiable & payable without deduction or discount
with interest from maturity at the rate of per cent per annum
~~Payable at~~

No. 326

Due Oct 27/68

H Brachvogel & Co
St Louis

Sold by C. G. Thalmann & Co 22 S. Second St. St. L.



~~Pay to J. H. Brown~~
~~or order~~

John Hornsey
Potosi Mo.

Pay to ~~John Hornsey~~
for collection
J. H. Brown & Co.

W. Brachvogel & Co

1868.	In A/c with John Wornum	Dr. Cr.
Jan 4	To Bal. on a/c stated	952.82
" 24	" 1 bar load Lumber (No 31)	125 00
Feb 24	" 1 " " " (No. 140)	104 60
Apr 4	" 1 " " " (No 143)	93 84
" 4	" 1 ovl tar	8 00
May 1	" 6500 ft fencing	130 00
" 23	" 6125 " " "	122 50
July 9	" 6222 " " "	124 44
Aug 15	" 600 ft arep ^d flooring	30 00
	" 600 " " "	30 00
		<u>\$1791.20</u>

	By Note	500 00
July 23	" "	500 00
Oct 24	" "	500 00
		<u>\$1500 00</u>

To Balance 5 - \$291.20
 Int. on \$291.20 @ 6% from Oct. 24/68.

State of Missouri

Lefferson County

Jos. Geo. D. Ruppel, agent

for John Hornsey being duly sworn
says that the above account is
true & correct to the best of his
knowledge & belief.

Geo. D. Plummer

Sworn to & subscribed }
before me the 18th of }
Aug 1870 - }
Elias H. Horney Clerk }

John Hornsey plaintiff
 vs
 Hermann Brachvogel
 Albert Brachvogel
 and Edward Koettlig
 defts.

In the Circuit Court
 of Jefferson County
 Missouri To the Sept.
 1870 Term thereof.

Pltff. states that defts. on the 4th day of January
 AD 1868 and for a long time subsequent thereto
 to wit until ^{on or about} the first day of December 1869 were
 partners in trade, doing business under the firm
 name & style of B. Brachvogel & Co. ^{in Jefferson County Mo.}

That on the 23rd day of July 1868 defts. as
 such partners executed their certain negotiable
 promissory note, ^{herewith filed} whereby for value received, they
 promised ~~to~~ to pay to the order of plaintiff,
 ninety days after the ^{date thereof} ~~date~~ as last aforementioned
 five hundred dollars, without defalcation or
 discount. That said note has long since been
 due, but that the whole of it yet remains un-
 paid. Wherefore pltff. asks judgment against
 defts. for said sum of five hundred dollars
 with interest thereon at six per cent. per an-
 num from the 23rd day of July 1868.

As another cause of action, pltff. states
 that defendants, still being partners as afore-
 said, by their promissory note, herewith filed,
 dated October 24th 1868 promised for value
 received, to pay ^{the order of} plaintiff the sum of five
 hundred dollars, thirty days after the date
 thereof - with interest thereon at ten per cent.
 per annum from maturity - payable at
 Baensch & Orthwein's St Louis Mo. - which
 and the interest thereon are yet due pltff.

and for which he ^{also} asks judgment.

As another cause of action, pl^{tf}. states that while de^{fts} were still partners as aforesaid, he sold ^{& delivered to} these lumber and goods ^{at pl^{tf}'s special instance & request} to the ^{a large} amount, of to wit to the amount of seven hundred and ninety one dollars & twenty cents - and that ^{de^{fts}} pl^{tf}s now owe pl^{tf}. two hundred and ninety - one ²⁰/₁₀₀ dollars on said account for goods & lumber so sold and delivered (the particulars whereof will appear by an account herewith filed) for which amount, with interest thereon at six per cent per annum from the 24th of Oct. 1868 pl^{tf} also asks judgment.

Reynolds & Relfe
Attys for pl^{tf}.

John Norway

W. Brachvogel at

at.

at.

at.

Augustus - 1870
at.

at. 1870
at.

August 17 1870
at 1970/403
at 10

at 100
at 120
at 305

at 40
at 35
at 35
at 20
at 130

at 305
at 305

at 305
at 305

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

Herman Brachvogel Albert Brachvogel & Edward Koettlitz

if they be found in your County, that they be and appear before the Honorable 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 First Monday after the fourth Monday of Sept next, then and there to answer unto

John H. Ansey

upon his 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 Eighteenth day of August A. D. 1870

Elias F. Honey Clerk Circuit Court.

By S. H. Ayers Deputy.

S

2879

RETURABLE

TO

JEFFERSON CIRCUIT COURT.

Sept Term, 1876

John H. Hickey

Plaintiff

AGAINST

Wm H. Backus & Co.

Defendant

Judgment

Sett 17 4870

Vol 6 p 199.

and correct Judgt.

Vol 6 p 286.

The within was served on the 18th Day of August a D 1876 at Jeff C. Mo
by Delivery a Copy of the within writ and Petition ^{as furnished}
by the Clerk of Circuit Court to a white member of
the family of the Defendants at his usual place of
abode. said member being over the age of fifteen years
and the Defendants Herman and Albert
Brayvogel and in like manner on Edward Ketting
all as Jeff C. Mo

for 300
now

John L. Hickey
by John L. Hickey
Clerk

John Hornay
or
H. Bauhuys
or al.

Depts an
Hermann Bauh.
tagel; Albert
Bauhuys, and
Bauhus Hoeltz.

— " from of
H. ~~the~~ Bauhuys
& Co.

Motion to cancel
judgment,
— " —

Chas Horn 23-3871
reference to