

Jefferson County
Case Files - Civil
September 1872

Circuit Court

Box

30 Folder 19

Gerhart, Peter G.
Gerhart, Milton &
P. G. Gerhart & Co.
vs

Akersen, G. G.

Debt on account

Debt \$328.88, \$166.87 for liquor,
wine, kegs, bottles, depositions

Terms Cash.

#746, 2

St. Louis, August 8th

1872

Mr. G. C. Johnson Des Arc Mo.

Bought of P. G. GERHART & CO.,

COPPER DISTILLERS AND

WHOLESALE DEALERS IN WINES & LIQUORS,

No. 217 Locust Street, bet. Second and Third.

1871	Nov. 9 th	1/2 Blk Silver Lake 22 1/2 Galls.	@ \$1.25	\$28	12
		1/2 do Megibben 22 1/2 do	@ 2.50	56	25
		10 Gallons N. Gin	@ 2.25	27	50
		10 do Brandy	@ 2.25	27	50
		2 half Bbls	@ 1.25	3	50
		2 Ten gallon Kys	@ 1.25	2	50
		2 revenue stamps	50c	1	00
		Drayage			50
1872	April 13 th	Cash - expenses of Mr. Johnsons trip		45	00 \$191 87
	do 15 th	Credit - being part of the expenses of			
	Mr. Johnsons trip				25 00
		Balance due			\$166 87
		Mr. Johnson agreed to pay the expense of Mr. Johnsons trip			

Terms Cash.

#742,2

St. Louis, August 8th 1872

Messrs. G. G. Ackerson & Co. Poplar Bluffs Mo.

Bought of **P. G. GERHART & CO.,**

COPPER DISTILLERS AND

WHOLESALE DEALERS IN WINES & LIQUORS,

No. 217 Locust Street, bet. Second and Third.

1871	Nov	15 th	1. Bbl Silver Lake 39 1/2 Galls @ 1.25	\$49.38
			1. do Megibben 40 1/2 Galls	" 2.50 101 25
			10 Galls Thomas Bourbon	" 3.50 35 00
			10 do Port wine	" 2.50 25 00
			5 Gallons A. Gin	" 2.75 13 75
			10 do Brandy	" 2.50 25 00
			3 cases G. Bourbon Bitters	" 7.00 21 00
			10 Gallons Old K. Bourbon	" 5.00 50 00
			4 Tin and 1 five gallon Kegs 1.00	6 00
			4 stamps and Drayage	50¢ 2 50
			Grocery bill	74 63
1872	Jan	10 th	By Cash	\$403.51
			Balance due	74 63
				\$328.88

Peter G. Gerhart & Milton C. Gerhart } In the Circuit
 a Mercantile firm doing business } Court of
 under the name & style of } Jefferson
 P. G. Gerhart & Co Plaintiffs } County Mo.
 against } Sept. Term
 G. G. Ackerson Defendant } 1872

Plaintiffs state that defendant
 owes them Three hundred and twenty
 eight & ⁸⁸/₁₀₀ Dollars for goods wares &
 merchandise sold and delivered
 by Plaintiffs to defendant, the partic-
 ulars of all of which and also the
 credits thereon will appear by an
 account herewith filed, plaintiff
 asks judgment for said sum
 of three hundred & twenty eight & ⁸⁸/₁₀₀
 dollars and the interest thereon

Plaintiffs further state that
 defendant owes them One
 hundred and sixty six & ⁸⁷/₁₀₀ dollars
 for goods ware and merchandise
 sold and delivered by Plaintiffs
 to defendant and for the expenses
 of Mr. Johnsons Trip. The particulars
 of all of which and also the credits
 thereon will appear by an account herewith filed.
 Plaintiff therefore asks judgment of said sum of
 one hundred & sixty six & ⁸⁷/₁₀₀ Together with

Thereon

John L. Thomas & Son,
Attys for Plaintiffs

Gerhart Leo

vs

G. G. Ackerson

Filed Aug 15 '48)

W. S. Dyer Clerk

D. W. Hedrick Depy

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

G. W. McKerson

if he be found in your County, that he 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 *Second* Monday after the fourth ~~Monday~~
of *September* next, then and there to answer unto

Peter G Gerhart & Milton Gerhart
a Mercantile firm doing business under the name and
style of *P G Gerhart & Co.*

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

Witness, *W. F. Honey*
ELIAS F. HONEY, Clerk of our said
Circuit Court, with the seal thereof hereunto affixed.

at office in Hillsboro, this *Fifteenth*
day of *August* A. D. 1872

W. F. Honey Clerk Circuit Court.

By

Thos. H. Hume

Deputy.

I Executed the within in the county of Jefferson Mo.
on G. G. Ackerson by Delivering him a true copy of
the writ and Petition as furnished me by the clerk of
the said court on the 22th day of August 1872

L. B. Mox Sheriff

7/40, 126

May 9th 73

Deans to amend 20
" " and 20

amnt 2.6

amt 35, judm

527.88
100

Sept 19 78

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

Sept Term, 1872
O. G. Berhart & Co

Plaintiff

AGAINST

G. G. Ackerson

Defendant

Original

Sheriff Fee 100

Peter G. Gerhart & Milton C. Gerhart a mercantile firm doing business under the name & style ~~firm~~ of P. G. Gerhart & Co against G. G. Ackerson	In the Circuit Court of Jefferson County Missouri
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Now at this day comes the
 Defendant & for answer to the
 petition of Plaintiffs ~~deny~~
 denies that he owes Plaintiffs
 Three hundred & twenty eight & $\frac{88}{100}$
 Dollars for goods wares and
 merchandise sold and delivered
 by Plaintiffs to Defendant - &
 denies that the account filed with
 the Plaintiffs petition with the credits
 thereon is a just or true account -
 & denies that he owes Plaintiffs
 Three hundred & twenty eight & $\frac{88}{100}$
 Dollars on account thereof or
 any sum whatever

Defendant further denies that
 he owes Plaintiffs the sum of
 one hundred & sixty six & $\frac{87}{100}$ Dollars
 for goods, wares, & merchandise sold
 & delivered by Plaintiff to Defendant

and denies that he owes plaintiffs
any sum for expense of Mr Johnson's
trip - denies that the account filed
with plaintiffs petition is a just or
true account & denies that it
with the credits thereon is a correct
statement of any account between
plaintiffs & defendant & denies
that he owes plaintiffs any sum
of money on account of any
item or items of said account
& denies that plaintiffs are
entitled to any judgment
whatsoever or any judgment
for costs

Jos. J. Williams
Atty for Defendant.

PG Gerhart
& Co

by
G Hackerson

Ausmen

Filed Sept 14 '7872
Wmance CLK

4
32.23
495.65
527.88

29.73
2.50
32.23

166.87
328.88
495.65

22 Aug 73

Peter G. Gerhart and Milton C. Espy a Merchante firm doing business under the name and style of P. G. Gerhart & Co. Plaintiffs against G. G. Ackerson Defendant	In The Circuit Court ~~Sept.~~ Term 1873 of Jefferson County Mo Sept Term 1873
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~~Now~~ at this day comes
The plaintiffs and for Amended petition
state that defendant owes them three hundred
and twenty eight & $\frac{88}{100}$ dollars for goods wares
and Merchandise sold and delivered by
Plaintiffs to defendant, The particulars of
all of which and also the credits thereon
will appear by an account filed with
the original petition which account
plaintiffs pray to be taken as part
of this Amended petition, plaintiffs
ask judgment for said sum of three
hundred & twenty eight & $\frac{88}{100}$ Dollars and
the interest thereon from 8th 1872 to the
present time

Plaintiffs further state that defendant owes
them one hundred and sixty six & $\frac{87}{100}$ dollars for goods
wares and merchandise sold and delivered by
Plaintiffs to defendant and for the expenses
expenses of Charlie Johnsons Trip to Desare

and Poplar Bluff which deft. agreed to
pay - The particulars of all of which
and also the credits thereon will more fully
appear by an account filed with the
original petition which plaintiffs ask
to be taken as part of this petition,

Plaintiffs therefore asks judgment for
said sum of one hundred + sixty six +
87/100 dollars, together with interest on the
same since the 8th day of August
1873 to the date of judgment.

John L. Thomas & Son,
Attys for Plaintiffs

Gerhart

vs

Ackerson

amended petition

Filed June 10th 1873
W. L. Bryce Clk.

No Payment to be made to Agents except upon our express written order.

TERMS CASH.

ST. LOUIS,

May 10th 1873

Reclamation must be made within ten days of receipt of the goods.



Mr. J. G. Ackerson Des Arc and Poplar Bluffs Mo.
BOUGHT OF P. G. GERHART & CO.,
 COPPER DISTILLERS AND
 Wholesale Dealers in Vines & Lignors,
 No. 217 Locust Street, bet. Second & Third.

1871	Des Arc - Mo.						
November	9	1/2 Brll Silver Lake 22 1/2 Gallons @ \$1.25	28	12			
		1/2 " Megibben 22 1/2 Gallons @ 2.50	56	25			
		10 Gallons H. Gin @ 2.75	27	50			
		10 " Brandy @ 2.75	27	50			
		2 Half barrels @ 1.75	3	50			
		2 Ten gallon kegs @ 1.25	2	50			
		2 revenue stamps @ 50¢	1	00			
		Drayage	50				\$146 87
November	15	Poplar Bluffs - Mo.					
		1 Brll Silver Lake 39 1/2 Gallons @ \$1.25	49	38			
		1 " Megibben 40 1/2 Gallons @ 2.50	101	25			
		10 Gallons Thomas @ 3.50	35	00			
		10 Gallons Port Wine @ 2.50	25	00			
		5 Gallons H. Gin @ 2.75	13	75			
		10 Gallons Brandy @ 2.50	25	00			
		3 Cases G. Bourbon Bitters @ 7.00	21	00			
		10 Gallons C. H. Bourbon @ 5.00	50	00			
		4 Ten gallon kegs @ 1.25	5	00			
		1 Five " " @ 1.00	1	00			
		4 revenue stamps @ 50¢	2	00			
		Drayage	50				328 88
1872		Wilson & Neach's Grocery Bill					74 63
April	13	Cash advanced for C. L. Johnson's Trip as per agreement of J. G. Ackerson -					46 00
							\$596 38
January	10	Credit By Cash Balance Due.					74 63
		Cr By Cash Paid C. L. Johnson on Invoice					\$521 75
							25 00
							\$496 75

Exhibit A.

J. W. McLean 88
Pittsboro, N. C.

10/2/5

Notice to Take Depositions

Peter G. Gerhardt & Milton C. Espey a merchantile firm doing
business under the name & style of P. G. Gerhardt & Co. Plaintiffs.

^{against}
G. G. Acherson Defendant

In the Circuit Court for the County of Jefferson State of Missouri
To G. G. Acherson (or J. J. Williams his atty of Record) the
above named defendant: You are hereby notified that the
depositions of witnesses, to be read in evidence in the above cause,
on the part of the Plaintiffs will be taken at the Law office of Joseph
T. Tatum S.W. corner 3^d & Pine Streets, in the City of St. Louis
and State of Missouri, on the 14 day of June
1873 between the hours of eight o'clock in the forenoon
and six o'clock in the afternoon; and that the taking of said
depositions, if not completed on that day, will be continued
from day to day, at the same place, and between the same
hours, until completed.

I acknowledge
service of the
above notice and

John L. Thomas & Bro
Attys for Plaintiffs

waive all errors as
to time, this 10th day of
June A.D., 1873

Jos. J. Williams
Attorney for Defendant

Depositions of Witnesses produced, sworn and examined on the fourteenth
day of June in the year of our Lord eighteen hundred and

Eighty three between the hours of eight o'clock in the forenoon and six o'clock in the afternoon

of that day, at the law office of Joseph T. Tatum
S. W. corner 2nd & Pine Streets in the city

& in the county of St. Louis and State of Missouri

Name of officer and style
of office.

before me, Joseph T. Tatum a notary public
in & for said County & State.

in a certain cause now pending in the Circuit

Court

of the county of Jefferson

in the State of Missouri, between Peter G. Gerhart &

Milton C. Esby partners under the name of
P. G. Gerhart plaintiffs, and G. G. Ackerson

defendant, on the part of the

plaintiffs.

Peter G. Gerhart of lawful age, being produced, sworn and
examined, on the part of the plaintiffs deposes and saith:

Here insert the state-
ment of the witness in the
direct form—either narra-
tive, or question and an-
swer.

I am one of the plaintiffs. Plaintiff
firm is composed of myself & Milton
C. Esby doing business under the name
of P. G. Gerhart & Co. our business
is wholesale liquors. My age is forty
three years. I reside in the city of
St. Louis. I know the defendant
G. G. Ackerson. He is indebted to me
& my copartner Milton C. Esby as
partners by the name of P. G. Gerhart & Co
in the sum of four hundred ninety
six dollars & seventy five cents for
liquors, groceries, packages, kegs, revenue

stamps & drayage & traveling expenses. The liquors & groceries were sold to him on his order. The United States Government requires us to stamp each keg of liquors & of course we always charge our customers for the stamps.

The prices at which the liquors are sold do not include the kegs containing the liquors nor the stamps.

All of this indebtedness appears in this account.

(Witness here produced the account hereto annexed & marked exhibit A.)

This account is correct & all just credits are given. The prices charged are correct & just.

All the items specified in this account were shipped to the defendant at two different times, on November 9th & November 15th 1871. The item forty six dollars for cash advanced for Mr. ^{C.L.} Johnson's traveling expenses. He wrote us a letter which letter I gave to Mr. C.L. Johnson when he went down & which letter I have not in my possession & it was never returned but Mr Johnson said he lost it. In this letter defendant for us to send a man down to Black River ~~the~~ where he said he had a

partner who cheated him & ran
off & he wanted us to send some
one there to settle up the business
& he would pay the expenses.

Accordingly we sent Mr. C. L.
Johnson to Black River but
Johnson could not effect a
settlement & returned. A few days
after Johnson's return Askerson
called at our store in St. Louis
with Mr. Johnson & there he
told me he would pay Mr.
Johnson's expenses for that
trip & would give us ample
security on his property & he
said he owned a house & lot
in De Soto in this State & also
 $\frac{1}{3}$ interest in the town of Des Arc
Missouri. He never secured
the bill & he only paid Mr.
Johnson twenty five dollars on
account of his expenses. We
employed Mr. Johnson to make
this trip & we advanced the
expenses to him. The defendant
admitted to me the bill was
correct & promised to pay the
whole of it but has only paid a

part for which we have given
him credit & the balance of
the account 496.75 dollars is
justly due & owing with interest.
about the middle of last January
by letter sent to him by mail.

J. G. Gurhart

Subscribed & sworn to before
me on the day, at the place
& within the hours first aforesaid.

~~Doyle~~ ~~Attest~~

Notary Public
St. Louis County.

Charles L. Johnson, of lawful
age, being produced sworn &
examined on the part of the
plaintiffs deposes & saith:

My name is Charles L.
Johnson, my age is thirty four
years. I reside in the city of
St. Louis. I am now in the
clothing business. In the year
1871 I was in the employ of the
plaintiffs. I know the defendant
G. G. Ackerson. In November 1871
I was in Des Moines in this State
& saw the defendant & he gave

we an order for goods to be shipped him by my employers the plaintiffs which was done, bill amounting to one hundred & forty six dollars & eight seven cents. From five to ten days after I got that order I met the defendant on the Iron Mountain Rail Road train as I was coming home & he then gave me another order amounting to four hundred & three dollars & fifty one cents, part of this was for a bill of groceries which plaintiffs purchased for the defendant amounting to seven four dollars & sixty three cents & which the defendant afterwards repaid to plaintiffs.

About the last of last February or 1st of March one of the plaintiffs showed me a letter from the defendant in which he asked the plaintiffs to send some one down to Black River to settle up the business & for which he would pay all the expenses. Mr. Gerhart asked me to go down there & gave

me the letter, I took the letter with me & have lost it. I have made search for it & cannot find it. I am positive the letter is lost. I went to Black River but did not succeed in making a settlement, I then came back to Piedmont & saw the defendant there. I told him I had been down to Black River at his request & showed him the letter - he said he was sorry I had not come before his former partner had left. He then read the letter & paid me twenty five dollars on account of the expenses of my trip & promised to pay the balance & also to settle up the bill. The goods were all bought in his own name. He represented to me when I took his order that he owned one third of the town lots of Des Arc & also a house & lot in De Soto, all in this state & it was owing to these representations that I took his orders & had the goods shipped.

(Account marked exhibit A
was here shown to the witness)
All the items of charges
against the defendant
appear in this account.

This account is correct. The
prices charged are right & are
what he agreed to pay. He
afterwards admitted to me
in presence of the rail road
agent that he had received
the goods & he frequently prom-
ised to pay the amount due.

Chas T Johnson

Subscribed & sworn to before
me on the day, at the place &
within the hours first aforesaid.

Jos Tatum

Notary public

St. Louis Co. Mo.

Name of officer and style
of office.

I Joseph T. Tatum a notary
public duly commissioned &
qualified
within and 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 law office
of Joseph T. Tatum & W. Weaver 2nd &
Pine Streets in the city of St. Louis

Insert names of all wit-
nesses.

in the county and State last aforesaid,

Peter G. Gerhart &
Charles L. Johnson

who were by me severally sworn

to testify the whole truth of their knowledge touching the matter in controversy aforesaid; that
they were examined, and their examination reduced to writing, and subscribed by them respect-
ively, in my presence, on the day, between the hours, and at the place in that behalf first
aforesaid, and their said depositions are now herewith returned. I further certify that said

Peter G. Gerhart &
Charles L. Johnson

are residents of said county of St. Louis in said State of Missouri

GIVEN at St. Louis in the County of St. Louis and State
of Missouri, this fourteenth day of June 1893

Fees and postage, \$ 8.25, paid by plaintiffs

J. T. Tatum
Notary public
St. Louis Co. Mo.

No. 3532

Jefferson Circuit Court.

Sept Term, 1877

P. G. Gerhart & Co.

vs.

G. G. Ackerson

Judgment, - - \$ 527.88

Date 18

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Judg't Docket, Page

Wm. A. D. D. D.
Plaintiff's Atty.

ATTORNEYS: Exercise care and return promptly.

C. F. Chamberlin & Co., Printers and Stationers, St. Louis.