

Jefferson County
Case Files - Civil
September 1873, NO. 7

Box

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Folder 48

Johnson, J. D.

vs

Rapp, J. George

Account

Plaintiff assignee of Thomas G.
Allen and William C. Jones, debt
\$70 for legal opinion regarding St.
Louis & Iron Mountain Railroad;
depositions

#3976

J G Rapp Victoria Wn

Jan of mt. J. S. Johnson assignee of R. G. Allen Wm. C. Jones

1869

Dec

10 Dec as per agreement for
Opinion in Rail Road Cases

10000

Credits

1870

January 3 By Cash

3000

Bal dues

7000

10000
10000
10000

J. D. Johnson Plaintiff

J. George Rapp, Defendant

In the Jefferson Circuit Court.
Sept. Term 1873.

Plaintiff states that Thomas G. Allen and Wm. C. Jones were in December 1869 and for a long time prior thereto and ever since have been attorneys and Counselors at law doing business as such as partners in the City of St. Louis under the firm name and style of Allen & Jones and that on the 2^d day of December 1869 the Defendant agreed to pay said Allen & Jones the sum of one hundred dollars in consideration of which the said Allen & Jones agreed to give Defendant their opinion as such attorneys at law in regard to the questions involved in a controversy the said Defendant then had with the St. Louis and Iron Mountain Railroad Company in regard to the cutting of a Canal through the land of Defendant by the said Company and that thereupon the said Allen and Jones as such attorneys did

in fulfillment of their part of said
agreement deliver to the said Defendant
within a reasonable time thereafter
their opinion in regard to the question
involved in the said Controversy
by which and the terms of said agree-
ment the Defendant became indebted
to them in the sum of one hundred
dollars and on the 3rd day of January
1870 the Defendant did pay to said
Allen & Jones the sum of thirty dol-
lars to be credited against the sum
of one hundred dollars leaving
a balance due them at that
date of seventy dollars. Plaintiff
states that in 1873 the said Allen & Jones
sold and conveyed and delivered to
Plaintiff the balance of said claim
amounting to seventy dollars
which is still due him and for
which he asks judgment.

John P. Howard & Son

J. D. Johnson
m

J. G. Rapp

Actuonap.

Filed Aug 22 1883
Aug 14 1883
Boyd
Clk

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 *George Rapp*

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

J. D. Johnson

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

Witness, W. S. BOYCE, Clerk of our said

Circuit Court, with the seal thereof hereunto af-
fixed, at office in Hillsboro, this *22nd*

day of *August* A. D. 1873

W. S. Boyce

Clerk Circuit Court.

By

C. H. Horne

Deputy.

I executed the within summons at the
 County of Jefferson State of Missouri
 on the within named dependant I George
 Rapp by delivering to him a true copy of
 the original and petition as furnished
 me by said clerk on the 23rd day of August
 1873

A. D. Z. Sheriff
 By J. T. Williams Dep't

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RETURNABLE
 TO
 JEFFERSON CIRCUIT COURT.

Sept TERM, 1873.

J. D. Johnson

v. George Rapp

—

(original)

Sheriff fees \$1.00

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J. D. Johnson } In the Jefferson Circuit
Plaintiff } Court.

vs
J. George Rapp }
Defendant }

The defendant in answer to the petition of the above named plaintiff denies that Thomas S. Allen & Wm C. Jones were in December 1869 or at any other time partners in the law business in the City of St Louis, or that they were doing business under the style of Allen & Jones.

And the defendant further denies that he did on the 4th day of December 1869 or at any other time agree to pay said Allen & Jones the sum of one hundred dollars, in consideration of which the said Allen & Jones agreed to give defendant their opinion as such Attorneys at law in regard to the question involved in a controversy the said defendant had with the St Louis & Iron Mountain Rail Road Company, in regard to the cutting of a canal through the land of defendant by the said Company. And the defendant denies that the said Allen & Jones as such Attorneys did in fulfillment of their part of said agreement deliver to the said defendant their opinion in regard to the questions involved in the said Controversy. And the defendant denies that he became indebted to the said Allen & Jones.

by reason of said agreement in the sum of one hundred dollars, And the defendant ^{denies} that there ^{was} ~~is~~ a balance due the said Allen & Jones on the 3rd day of January 1870 or at any other time the sum of seventy dollars, And the defendant further answering denies that in 1873 or at any other time the said Allen & Jones sold transferred & delivered to plaintiff the balance of said claim amounting to seventy dollars or any other sum & the defendant denies that said sum or any other sum is due the plaintiff.

And the defendant for further answer says that at or about the time alleged in the plaintiffs petition he entered into an agreement of the kind mentioned in the plaintiffs petition with Thomas G. Allen by which the said Thomas G. Allen was to do & perform the labor & service mentioned in the plaintiffs petition and that the said defendant was to pay him the sum of one hundred dollars ~~or alleged in~~ ~~in the plaintiffs petition~~ for the service ~~mentioned therein~~ ^{mentioned therein} ~~by plaintiff~~ And that he did on the 3rd day of January 1870 pay to said Allen on said account the sum of thirty dollars, And the defendant further says that he paid to said Thomas G. Allen one of the parties mentioned in the plaintiffs petition for the service therein mentioned the sum fifty dollars on the first day of May 1871, which

said sum of fifty dollars was in part
payment of the fee of one hundred dollars
^{defendant} he ever to pay said Allen on the agreement
for the service mentioned in the plaintiffs
petition - and that he has paid on the agreement
he made with said Allen one of the parties named
in the plaintiffs petition for the service alleged in
plaintiffs petition the sum of eighty dollars, and
that there is no sum due the plaintiff herein
on said ~~account~~ agreement

Wherefore the defendant asks judgment for
costs

J. George Rapp
Defendant

J. D. Johnson
Plaintiff
vs
J. George Rogers
Defendant

Answer

Filed Sept. 8 1873
W. S. Boyce clerk

NOTICE TO TAKE DEPOSITIONS.

J.D. Johnson assignee
of J.G. Allen & W.C. Jones

Plaintiff

(AGAINST)

J. George Raff

Defendant

TO THE ABOVE NAMED

defendant

In the

event Court

~~Court~~ for

the County of *Jefferson*

State of Missouri.

—You are hereby notified, that depositions of witnesses to be

read in evidence in the above entitled cause, on the part of the Plaintiff will be taken at the

Office of J.P. Lecky No 218 N. 3rd St

in the County of *St Louis*

and State of Missouri, on the

6th

day of *June*

any A. D. 187*8* between the hours of eight o'clock in the forenoon and six o'clock in the afternoon of that day; 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, till completed.

*Service of the above notice is hereby acknowledged, and issue of
decree, and all exceptions as to time, waived.*

*John H. Hannon
Att'y for Plaintiff*

Presented the within notice on J. George
Rapp in Central Louisiana, Jefferson
County Mo on the 26th of December 1873
by delivering a true copy thereof to a
white person of his family ^{from whom I received} at his residence.

L. Carney

Carroll

Removable Dec 52

J. D. Johnson a party } In the Circuit Court of
of J. S. Allen & M. C. Jones } the County of Jefferson
vs } State of Missouri
J. George Rapp. Defs }
State of Missouri }
County of St. Louis } ss

Depositions of witnesses
produced, sworn and examined, on the 6th
day of January in the year of our Lord
1874 between the hours of eight o'clock in
the forenoon and six o'clock in the after-
noon of that day at the office of P. Bell
No 210 North 3rd St. in the city of St. Louis
in the county of St. Louis and State of
Missouri before me, J. S. Jones a
Notary Public within & for St. Louis County
in the State of Missouri, in a certain
cause now depending in the circuit
court of the county of Jefferson in
the State of Missouri between J. D. Johnson
a party of J. S. Allen & M. C. Jones plaintiff
and J. George Rapp defendant on the
part of the plaintiff-

Mr C. Jones a witness of lawful
age, being produced, sworn and

examined on the part of the plaintiff
deposes and says:

My name is Wm C. Jones -
My age is forty three years
My residence is in St. Louis
Missouri - My occupation
is that of an Attorney at Law -
I know Thos. G. Allen of St. Louis
I was associated with him in
the practice of law - from Dec-
ember 1869 to July 1870 -
Our agreement of copartnership
was in writing - I have said agree-
ment - a copy of which is hereto an-
nexed marked exhibit "A" - which
said copy by agreement of consent
of parties to the suit is ~~attached~~
~~hereto~~ ~~attached~~ in the suit herein -
~~may be in evidence~~ but subject
to the same objections as the original
agreement would be -
Our copartnership - between said Thos.
G. Allen myself ceased to exist
on 20th day of July A.D. 1870.
I know Mr J. George Rapp, the
law firm of Allen Jones rendered
at one time, legal services for the
said Mr Rapp. The employment
by Mr Rapp was of the said col

Allen, aforesaid and prior to our
said copartnership - for which he
agreed to pay to Col. Allen, - as
Mr Rapp himself told me sub-
sequent to the formation of our
said partnership a retaining
fee of One Hundred dollars
for services to be rendered
by Col Allen in examining
works made by the St. Louis & San
Mountain Rail Road company
in changing the bed of the creek
which ran across Mr Rapp's
place and in attending to
~~and~~ ~~in~~ ~~the~~ ~~function~~ ~~quit~~ ~~a~~ ~~function~~
commenced against said rail
road company in the Jefferson
County Circuit Court - and in
instituting such other suits
as Col. Allen deemed necessary.
~~Mr Rapp~~ also ~~told~~ ~~me~~ ~~that~~ ~~he~~
had paid thirty dollars out of
that One Hundred - I had
invested in the remainder
that hundred dollars, to wit -
Twenty dollars - by virtue
of that provision in the co-
partnership agreement - in the
following words - "and the said

Thos. E. Allen further agreed to put
into the said copartnership busi-
ness for the use and benefit
thereof - Any and all legal busi-
ness of whatever kind or nature
except as hereinafter otherwise
provided - in which he now is
or may hereafter be engaged
or interested during the continuance
of this copartnership - Atty for
defn objects to Mr Allen & Jones
who answered stating that he
became interested - &c.

No services were rendered My Rapp
by either of us ^{in connection with this date} except by way
of consultation and advice, after
our said copartnership was formed.
The examination in regard to the prom-
ises and of the papers in the suit
pending in the circuit court
of Jefferson County Missouri
were made by E. E. Allen before
our said copartnership -

By agreement of dissolution of our
said copartnership was dissolved
20th July 1870 - I hold the original
copy of said agreement in my
hands - and it is signed by E. E.
Thos. E. Allen - and myself -

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I signed it myself and saw Col
Allen also sign it - a copy of
which is hereto attached marked
exhibit "B" - and may be used
as ~~of~~ same force and effect as
the original might be - by con-
sent of the parties to the suit
I also identify the original copart-
nership agreement as being exe-
cuted by Thos. E. Allen and myself.
I saw Mr Allen sign it - I recog-
nize his signature and I signed
it myself - Copies of each hereto
attached are true copies of the orig-
inals - During the existence of our co-
partnership Rapp admitted the correct-
ness of the claim of - (\$70) seventy
dollars - I have no knowledge of
the payment of any part of this
seventy dollars - No part of
this seventy dollars was paid
up to the time of our dissolution.
In the agreement for the dissolution
of copartnership - the entire interest
of Col. Allen - in a claim against
J. E. Rapp of Victoria Mission
for seventy dollars is assigned to me
this claim is the one now made
against the defendant and is the

same claim to which I have
heretofore referred -
(Said City does not seem to ever
admit it.)

W. C. Jones.

Subscribed and sworn to before me on this
day, at the place and within the limits of the said
(City) six day of January, 1873

J. S. Jones Notary Public
for St. Louis County
State of Missouri

Thos. E. Allen, a witness of lawful age
being produced sworn and examined on
the part of the plaintiff, deposes and
says:

My name is Thos. E. Allen, attor-
ney at Law - My residence is in
the city of St. Louis Missouri.
I know Mr J. E. Roff - I have
done law business for Mr J. E.
Ruff. Did you ever do any legal
business for Mr J. E. Ruff in con-
nection with the case between him
and the St Louis and Iron Mountain
railroad company? If so,
state what it was and all the
circumstances attending it and
in what manner W. C. Jones
was connected with or interested

in the matter of the for debt objects - to
the question so far as it calls on
the witness to state any transactions
between himself and the defend-
ent prior to the formation of the
partnership of himself with
Mr C. Jones.)

Ans. - It was in the month of October or Novem-
ber 1869, Mr Raff came to consult
with me in regard to a case of a
dispute between him and the
Iron Mountain rail road com-
pany. He detailed the matter very
fully, the substance of which was
that the officers or agents of that
company had trespassed on his
land by cutting a ditch through
it. I informed him that I could
not satisfy myself fully in
regard to the merits of the case
without a personal view of the
premises. I then agreed with
him to go down and view
the premises, which I afterwards
did, and rendered it as my
opinion that he was clearly
entitled to recover from said
rail road company for that
service I charged him one hundred

dollars for going down there
and rendering him my opinion
in the case, with the understand-
ing that if I brought suit for
him against said company
there should be further compensa-
tion paid me as we might
afterwards agree upon. He paid
me no money at that time,
and afterwards about the 1st
of December just following 1869
Mr Wm E Jones entered into
partnership with me. That part-
nership between Mr Jones and
myself was limited to certain
business but did not extend to
all my business. Partnership
books were open and this matter
of Mr Rapp's was treated as a part-
nership case. Between the said
Mr Jones and myself and I
directed Mr Jones to make a
charge against Mr Rapp in
our books for fee of \$100 / One
hundred dollars & the fee supra
mentioned but which had not
been paid. And he so charged
it. Mr Rapp afterwards came to see
me and in further consultation

about the case - and he consulted concerning it with both Major Jones and myself - and made a verbal agreement with Mr Jones about the compensation & the firm of Allen & Jones should have for services in prosecuting said suit against the company.

Major Jones, at the suggestion of Raff - put the agreement into writing which was not finished at that interview, nor until some afterwards - Both Major Jones & myself gave a good deal of attention to the case in the way of preparing to bring the suit - Mr Raff afterwards paid thirty dollars in account of the charge that was made against him on the books, but for some reason or other he did not agree to the written contract - drawn by Mr Jones and it was never signed by him or either of the firms of Allen & Jones. Mr Raff was afterwards in, frequently, to see us, either one or both of the firms - about his case - but always stated

that he was unable to raise any
means to pay us any more
money at that time, and we
were unwilling to bring the suit
unless we were paid the money
or otherwise secured for our ser-
vices. The matter thus hung along
until the firm of Allen & Jones
dissolved which was done
about the 20th day of July 1870.
When the firm then dissolved upon the
terms as set forth in exhibit "B"
which I have examined. My
recollection is that the balance of the
charge on the books against Mr
Rapp, which was seventy dollars
was thereby assigned by me to Mr
Wm C. Jones with the accounts -
This seventy dollars was the balance
of that one hundred dollar fee.
The books of the firm, however, re-
mained in my possession and
belonged to me. After Mr Jones had
retired from our office and I
was alone in the business, Mr
Rapp was in to see me several
different times and we had con-
ferences about the case and it was
agreed that as soon as he got

meant to pay me or secure me
for my services, I would bring
suit against the company -
I made further preparations
by looking up authorities and
making myself ready to institute
+ the suit. Atty. for deft. objects to
all that part of witness answer
pertaining to transactions between
witness and Raff after dissol-
ution of partnership of witness
and Jones and to any further
testimony on that point.

On one of those occasions on which
Raff was in to see me, I do not
remember the date now - he paid
me, I think fifty dollars; I am
not positive as to the amount
+ for which I gave him a written
receipt. My understanding of that
was, at the time - it was in account
of services that I had rendered
after my partnership was dissolved
and was about to render in and
about the proposed suit.

Subsequently, Mr Raff told me that
he had engaged Judge Thomas
of Jefferson County Missouri
to try the suit and asked you

of I would cooperate with and assist
him in bringing the suit, and
I agreed that I would that I
would if I had the time and the
opportunity, when the case
should be tried. Judge Thomas
was afterwards in my office and
we talked together about the case
and I delivered into his pos-
session some papers connected
with it. A good while afterwards -
Mr Roff came to my office one
day, a good while afterwards, and
told me that he had been sued
for a fee, which he understood had
been paid all but twenty or thirty
dollars, referring to that charge
that was on the books of Allen
Hundred dollars, and that his
understanding was that the
money he had paid me after
Allen & Jones were dissolved -
was on account of that.
I said to him that that was not
my understanding at the time, because
the balance of the charge that was on
the books had been assigned to
Jones at the time of our disso-
lution - and that I had accepted

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for that money that I had received
after the dissolution as a payment
on account for services rendered
at that time, and on account of
the proposed suit. He expressed
himself as having understood it
differently and that he never had
any connection with Jones in
regard to his case. He further
said that he had had no notice
that account had been assigned
to Jones and I told him at that
the time that notice had been sent
as I was informed by Mr Jones -
to all our clients through the
Post Office, whose accounts had
then been assigned to Major Jones.
I further, said to him that I
was willing to accept his assu-
rance that he never had such
notice and rather than have
any dissatisfaction about it,
I would refund the amount he
paid to me if he is required to
pay the like amount to another
party. He wanted also at the time
to pay me what he said was the
difference between the amount
he had paid me personally and

the amount of the charge which
had been assigned to Major Jones
and wished me to give him a receipt
in full on account of that charge
I declined to take the money thus
offered and declined to give him
such a receipt. He then asked me
to tell him how it was that Mr
Johnson was owing him for the fee
and if the firm of Allen & Jones
had ever assigned the account to
him, Mr. Johnson. I said I
did not know how Mr Johnson
got the claim - except that he
had told me a short time before
and I understood - that Mr John-
son had bought the account the
account from Jones assignee
in bankruptcy - I did know however
that the firm of Allen & Jones had
never assigned the account to Mr.
Johnson - that under an agree-
ment of dissolution, neither Mr Jones
nor myself had power or authority
to so use the name of the firm
but that Jones had the right to use
the name of the firm in collecting
that account and others which I
had assigned to him when we

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Dissolved partnership

According to my understanding, no portion of the the security dollar the balance of the hundred dollars has ever been paid me - but it appears from Mr Rapp's statement that his understanding was different.

At the time Mr Rapp paid me fifty dollars - there was nothing said as to how it was to apply - He said when he paid it - here is fifty dollars and laid it down and said I will try and do some more, soon. Several times before that and after the dissolution of the partnership talking with me about bringing suit and the understanding on my part was that I would bring the suit - when ever he raised sufficient money or gave me sufficient security to compensate me for my services - On the day he paid me the fifty dollars I think he had spoken to me, or perhaps it was a day or two before he began to bring to being associated with Mr John L. Thomas in the further prosecution of this case -

Quere - at the time he paid you the fifty dollars, did he talk to you about the further prosecution of this case?

Ans - I can't be certain that he said anything particularly about it that day, but he had been talking about a short time before.

Quere - At that time or previous thereto, had you had any express understanding with him that you was to further prosecute the case? If so, had you agreed upon the amount of the retaining fee or how it was to be paid?

Ans - Could not say that there was any express understanding - but there had been during the partnership of Allen & Jones an express statement as to what we would charge for it. But he did not agree to our terms and was unable to pay us a bes sum - and I had said after the dissolution of the partnership - that I would undertake it for much less than the firm of Allen & Jones would do it for, if I could have come to my assistance, so that I should not have the whole burden upon myself.

But Rafford never did agree upon
any stated account.

Ques. According to your understanding,
what were the services that you
rendered to Mr Rafford for the fifty
dollars that he paid you.

Ans. Advising him in regard to the prepa-
ration of evidence to be used in the
proposed suit and in preparing
myself by noting the facts
and making up a brief to be used
in the case.

Thos. H. Allen

Subscribed and sworn to on the day, written the
fourth and at the place first above said.

J. S. Jones, Notary Public for
written St. Louis County, Missouri.

It is hereby stipulated between the parties,
for the purposes of this present action alone,
that no proof shall be required on the
following elements in plaintiffs title to the
claim herein said or: viz:

- 1st The petition of W. C. Jones for adjudication
in bankruptcy.
- 2nd The transfer by him of this claim or his interest
therein to Geo J Davis his assignee as part of his
estate,
- 3rd The valid sale & assignment of said interest in said
claim, among others, by said assignee to this

plaintiff for twenty-five dollars for the lat.

Geo. S. Thomas
Atty for J. L. Raff.

John L. Thomas & Co
by J. H. McCoy —

State of Missouri }
County of St. Louis } ss:

I, J. S. Jones, a
Notary Public within and for the county of
St. Louis, in the State of Missouri, do
certify that in pursuance of the
annexed commission and notice,
came before me, at the office of J. H. McCoy
No 210 N. 3rd St. in the city of St. Louis
in the county and State last afore-
said, William C. Jones and Thomas
C. Allen, who were by me severally
sworn to testify the whole truth of their
knowledge touching the matter in con-
troversy aforesaid; that they were
examined and their examination
reduced to writing, and subscribed by
them, respectively in my presence, on the
day, between the hours, and at the
place in that behalf first aforesaid
and their said depositions are now

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herewith returned, And I hereby
certify that Wm J. Jones and John
P. Allen are residents of said County
of St. Louis, in said State of Missouri
And I also hereby certify that I have
carefully examined and compared
exhibits "A" and "B" with the re-
spective originals thereof and find
them correct and true copies
of the same and are hereto at-
tached and marked exhibits "A" and "B"
by me, respectively and are the
same which the respective witnes-
ses have referred to

I also certify that any interlin-
eations or changes in words
or sentences which may appear
in these depositions, are indicated
by the witnesses signed their
respective names. -

Given at St. Louis, in the County of
St. Louis and State of Missouri on
this Sixth day of January A.D.
1874 J. S. Jones, Notary Public
for and within St. Louis County
in the State of Missouri

My fees for taking these depositions and
are paid by plaintiff, are fifteen dollars
J. S. Jones

100, 113, 187

3567

Johnson
no

Rapher

5 73

ans⁷⁰ Cent 75

Jan 74 - amend pet ant⁷⁰ Cent 75⁷⁰ Secs 18

May 74 - Aug⁵⁰ vero 35, Intgt 50.

motion⁷⁰ mlu⁷⁰

Received by mail
opened & filed July 10 1874
W. L. Boyce & Co.

100, 113, 187, 238, 246,

Article of agreement, made, this first day
of December 1869 between Thomas
H. Allen, of the one part, and William
C. Jones of the other part, both of the City
and County of St. Louis and State of
Missouri, as follows, to wit:

The said parties above
named have agreed to become co-
partners in the practice of law
and by these presents do agree to
be copartners together under and
by the firm name of Allen & Jones
in the practice of the profession of
law, in all its various branches,
from the date hereof, until the
first day of January, 1872; and
to that end and purpose, the
said Thomas H. Allen furnishes
and puts into said partnership,
for the use only thereof, reserving
unto himself his property therein
all the office furniture, consisting
of two desks, one Bookcase, two chairs,
one rotary chair, one set of
chairs, two carpets, four window
shades, one stove and furnishings
one letter press and stand, one hat
rack, one step ladder & Gas fixtures.

Exhibit A

also his entire library of books each of which is stamped with his name, and any and all articles of stationery, now being used by him in the practice of his profession, and being in the office No one, "Temple Building", North-west corner of 5th and Balmain Streets St. Louis Missouri;

And the said Thomas G. Allen further agrees, to put into said Copartnership Business, for the use and benefit thereof any and all legal business of whatsoever kind or nature, except as hereinafter is otherwise provided in which he now is or may hereafter be engaged or interested during the continuance of this Copartnership.

And the said Thomas G. Allen further agrees to pay out of his own private funds, without any claim therefor on the said William C. Jones, the sum of Five Hundred dollars per annum towards the rent of offices for the use of said firm.

And the said William C. Jones

agrees to furnish for the use of said firm, one office desk and chair, all law books belonging to him and marked with his name and such articles of stationery as he now has on hand, and to put into said Copartnership business, for the use and benefit thereof any and all legal and notarial business of whatever kind or nature, in which he now is or may be, during the continuance of this Copartnership, engaged or interested.

And it is further agreed that the said Thomas & Allen shall reserve unto himself, for his own private use and benefit, free from any claim on the part of the said William C Jones, any and all salary and fees, which, during the continuance of this Copartnership, he may receive from the Grand Tower Mining Manufacturing and Transportation Company, by reason of his employment as attorney for said Company; and also any and all fees by him hereafter received for or on account of any and all suits now pending in any Court, wherein he is now

engaged as Counselor or Attorney.

And it is agreed that any and all monies or property, by said Copartners or either of them received, for legal services or advice or for Notarial services, shall (except such as it is above specified shall belong to the said Allen solely) be equally divided between the parties to this agreement.

And it is further agreed that each of said parties hereto shall faithfully devote his ~~entire~~^{whole} time and attention to the business of this Copartnership (it being understood and agreed, that the said Thomas G. Allen is to devote such time to the business, above specially reserved to himself, as may be requisite for the proper discharge of his duties therein, and that the said Jones is to have no claim against the said Allen therefor) and shall well and truly account for any and all monies or property by him received for or on account of said copartnership.

It is further agreed that the said Jones shall keep for the use of said firm a regular docket for said cases in which said parties, or either of them may be employed in or about the business of said Partnership; and also a daily Journal and ledger in which shall be kept the accounts of all persons for whom business shall be transacted by said firm, and also the individual accounts of the parties to this agreement, and the said Jones shall also keep a regular cash account, which shall be balanced at least once a week.

And it is further agreed that all monies received on account of said Partnership by said parties or either of them shall upon receipt thereof be equally divided between them, or shall be kept on deposit in such Bank as may be mutually agreed upon and shall be drawn out only on the check of the firm signed by Thomas H. Allen.

It is further agreed that at least one fifth of the money received

By said firm shall be kept on deposit for Copartnership purposes, and shall not be withdrawn for the private use of either of said parties except by mutual consent. All the expenses of said Copartnership, except as otherwise above provided shall be borne equally by said parties.

All purchases of Books deemed requisite and necessary for the use of said firm, shall be paid for equally by said parties, and shall be held and deemed Copartnership property.

Should the Copartnership hereby created be dissolved by reason of expiration or other cause it is understood and agreed that all Partnership property, and all debts due said firm shall be equally divided between the parties hereto. And all suits pending and all business on hand unfinished at the time of such dissolution shall be presented to a final determination for the mutual benefit of each

of said parties (the necessary
expense of so closing up such
suits and unfinished business
to be equally borne by said
parties.

Upon such dissolution each
partner shall have the right
to take and retain such
clients as may have been led
to employ said firm, by him
or on his account.

In testimony whereof we
have hereunto set our hands
and seals the day and year
first above written.

Thos. G. Allen Seal
William C. Jones Seal



Exhibit "A"

Copy

Thomas G. Allen
Articles of
and Partnership
William C. Jones

Whereas by a written agreement entered into the first day of December 1869 by and between Thomas G. Allen, of the one part, and William Jones of the other part, a Copartnership was formed by said Allen & Jones in the practice of law, to continue until the first day of January A.D. 1872; And whereas for satisfactory reasons, it has become desirable to dissolve said Copartnership, it is therefore mutually agreed, by and between said parties, to dissolve the same, and said Copartnership is hereby dissolved, to take effect on and from the date hereof.

And it is furthermore mutually agreed by said parties that the partnership assets and business of said partnership, shall be and are hereby divided and assigned to the respective parties, on the terms and conditions as herein after stated, to-wit.

In consideration of the fact that the said Jones has re-

Exhibit "A"

ceived and placed to his own
credit of the partnership monies
heretofore collected from clients
the sum of Seventy seven and $\frac{28}{100}$
Dollars, in excess of the cost of all
law and account books, stationery
Newspapers, legal journals and
all other purchases, expenditures
and expenses incurred, for and
on behalf of the beforementioned Co-
partners during the whole time of
said partnership. Said Allen is to
have hold and retain all of said
books stationery and other property,
which with the books papers and
office furniture belonging to said
Allen when said Copartnership
was formed, includes all and
everything (except the private desk
& chair belonging to said Jones.)
Now in the office of said Allen,
N. Temple St. Corner of 5th & Mel-
cant streets St. Louis Mo, And also the
partnership signs outside of said
office, free and discharged from
claims of said Jones.
All charges and monies due, and
owing said parties for services

and legal business already rendered
and performed, by said Allen
and Jones, said Allen gives up
and relinquishes to said Jones, &
hold free from all claim there-
to, on the part of said Allen,
which release includes the follow-
ing charges, and none other, to-wit:

J. S. Rapp Victoria Mo	70.00.
Thos Cass St Louis "	25.00
Wm M. Nelson " "	50
R. J. Howard (Adm) " "	60
Ellen Stutz	10
Wm Bamber Monroe Co Ill	10.
Gottlieb Eyermann St Louis	10.
Charles Harward	10.
J. S. Reynolds St Louis Mo	35.
Chas E Maurice " "	98.
J. E. Zallee " "	30.
M. S. Mepham " "	50.
C. B. Zeigler " "	" "
Anton Stutz " "	20.
C. M. Cleland	50.
John Aiken St Louis Mo	10.
Milburn Wrenn " "	50.
Wm Wilkinson " "	10.
R. B. & Ellen Jones " "	10.
J. G. Sharps " "	10.

Exhibit B.

Philip Fath	"	"	5
James Spore	"	"	20
Val Fath	"	"	10
Wm H. Baglison	"	"	10
Joseph H. Henschen	"	"	50
Mrs. J. C. Richards	"	"	10
Julius Jones	"	"	30

And said Jones is hereby authorized to use the name of Allen & Jones only in collecting and receiving for said claims provided there shall be no costs or other expenses charged to, or collected from said Allen, in and about collecting the same.

Said Allen also hereby releases and assigns to said Jones, all claims rights or other interest which he now has, or may have in and to each and all of the following entitled cases, and enumerated business matters, set forth and mentioned on the formal ~~and~~^{or} docket of Allen & Jones to-wit:

2191	Harlow vs Evans	St Louis Mo
8206	Henschen vs Savitz	" "
9627	Kilbourne vs Horst	" "

12742	Whorff or Stuart	"	"
12826	Dyers or Jones	"	"
13104	Drake or Flanagan	"	"
13593	Refeinstein or Hill	"	"
13865	Ellcand or Kelly	"	"
13884	Valle or Wilkerson	"	"
13412	Graver or Raper	"	"
13648	Leonard or Wenger	"	"
14368	Eddy or Ellcand	"	"
14991	Spore or Snodgrass	"	"
14714	Collier or Brown	"	"
14146	Willi or Stiggs	"	"
15022	Reynolds or Beerman	"	"
15046	Engelke or Brand	Pine Plains & C.	
15087	Lipari or Stilwell	New Orleans	
15106	Huse or Kelly	Racine Wis.	
15286	Leonard or Ellcand	St Louis	
15371	Howard Adm'r or Winter	"	
15372	Mickey or Camp	"	
15403	Reynolds or Gary	Beerman	"
15648	Schulenburg or Carlson	"	
15680	Pickholz or Zallee	"	
15826	Kieler or Carlson	St Louis Mo	
15858	Wells or Zallee	"	"
16123	Claudian agt for cattle	or Eggatt	"
16170	Chrisha or Howard Adm'r	"	
16203	Hucker or Douce	Alhambra Ind. Co. Ill	
16258	Schumacher or McNeil	"	

Exhibit 439

16416 Perkins vs Jones & Lewis
 16499 Bowditch vs Smith & Hannibal Mo
 16011 Jefferson vs Evans & Lewis Mo
 16015 Jefferson vs Evans
 Allen vs Kelly Monroe Co Ills
 Cottling vs Smith (Randolph Co Ills)
 People vs Schneiderwind " "
 Chapman vs Chase " "
 H.D. vs Langhorn (S.D. Court)
 John Liker (School question)
 Langhorn vs (School question)
 Wilman vs Kelly Monroe Co Ills
 Boehm's Estate vs Rydels (Rand Co Ills)
 Grunig vs Dr. Paulus Madison Co
 Hambleton vs Tudor Rand Co Ills
 Dr. Nymphs vs Rydels (Rand Co Ills)
 Hotchkiss vs Plerson before justice.
 Bayha vs Wyman Probate Court
 Culver vs Raynor St. Louis Circuit Ct.

provided however that
 said Jones shall on or before
 the first day of September 1870 ob-
 tain from each and all of the
 clients or parties who contract-
 ed with Allen & Jones and who
 are interested in said cases or
 business matters a printed
 or written release of all claims

on their claims or other demands on
said Allen on account thereof,
relieving said Allen from all lia-
bility on account thereof or on
account of this release and as-
signments, which printed or
written release duly signed by the
respective parties interested shall
be delivered to said Allen on or be-
fore the date last mentioned.

It is also further understood
and agreed by the parties sub-
scribing hereto that all ca-
ses and business now on
the docket of Allen & Jones or ap-
pertaining to the business of
said firm not above mentioned,
and all cases and business from
which said Allen is not released
as before stated shall remain
with and subject to the exclusive
management and control of said
Allen free from all claims
~~and~~ interference or demand
what ever of said Jones.

It is further agreed that
all letters and mail matters here-
after addressed or sent to Allen & Jones

Exhibit B, 4

shall be received and opened by Thomas
G Allen

Do all of which said parties
have hereto subscribed this
twentieth day of July 1870

Thos G Allen.

William C Jones.

Of which "B,"

Copy

Thos G Allen

And

Wm C Jones

Dissolution.

J. D. Johnson Plaintiff

J. George Raff Defendant

In the Circuit Court of Jefferson
County Missouri. Jan. Term 1874.

The Plaintiff Comes and for
an amended petition states that
Defendant in 1869 employed one
Thos. G. Allen as an attorney at
law to Commence proceedings
to obtain redress against the St.
Louis and Iron Mountain Rail
Road Company for cutting a Canal
through Defendant's land near
Victoria and in pursuance of such
employment said Allen came
from St. Louis to Victoria and
Hillsboro in Jefferson County
to view the said Canal and to examine
the papers in order to prepare the
papers upon which he could rely
to give the Defendant a correct
advice in reference thereto and
for such services and for examining
the merits of the Case and giving the
Defendant an opinion in reference

there to the said Allen charged and spent
out one hundred ~~other~~ dollars
which amount the said Defendant
agreed to pay for the said service.
That afterwards about on or about
the 1st day of December 1869 the
said Allen and one Wm. C. Jones
entered into Co-partnership as attorn-
eys at law and by their agreement
of Co-partnership the said sum
of one hundred dollars was put
in by said Allen as partnership
debt. That afterwards about on or
about the 20th day of July 1870 the said
Allen and Jones dissolved their
said partnership at which time
the assets of belonging to said firm
were divided and the Defendant
having paid \$30 of said amount
the balance seventy dollars of the
debt due by said Defendant
was assigned by said Allen and
Jones to the said Wm. C. Jones.
That afterwards the said Wm. C. Jones
upon his own petition was
declared bankrupt in the
District Court of the United States
for the Eastern District of

Mission, an amicus duly appointed
and by an order of the District Court
afore said the above debt of twenty
dollars due by defendant to the
said Jones was duly sold, transferred
and assigned to Plaintiff is the
owner thereof and which is now due and paid
Therefore Plaintiff asks judgment
for twenty dollars and the interest
thereon.

John L. Howard & Co
Attys for Plaintiff.

J. D. Johnson

George Rapp

Amended Petition

Filed July 20 1874

W. H. Boyce & Co.

J. H. Johnson
Plaintiff
vs
J. George Rapp
def

In the Jefferson Circuit
Court

The defendant in answer to the amended petition of the above named plaintiff denies that he employed one Thos G. Allen as an Attorney at law to commence proceedings to obtain redress against the St Louis & Iron Mountain Rail Road Company for cutting a Canal through defendant's land but the defendant admits that at or about the time mentioned in the plaintiff's petition he employed ^{the said} Thos G. Allen to give defendant his opinion as such Attorney at Law in regard to the questions involved in a controversy ^{by the defendant} with the St Louis & Iron Mountain Rail Road in regard to cutting a canal through the land of defendant by the said Company, and that for said opinion he agreed to give the sum of one hundred dollars. The defendant denies that on the first day of December ¹⁸⁶⁹ or any other time the said Allen & one Wm C. Jones entered into Co-partnership as Attorneys at law and the defendant denies that by their agreement of Co-partnership the said sum of one hundred dollars was paid in by said Allen as partnership debt. And the defendant further answering denies that on or about the 20th day of July, 1870 or at any other time the said

Allen & Jones dissolved their partnership, And the defendant denies, that at the time of the dissolution of the partnership aforesaid or any other time the assets belonging to said firm were divided And the defendant denies that the sum of seventy dollars, of the debt due by the defendant was assigned by the said Allen & Jones to the said Wm C. Jones. And the defendant denies that Wm C. Jones upon his own petition or otherwise ^{afterwards} was declared a Bankrupt in the District Court of the United States for the Eastern District of Missouri. And the defendant denies that upon such declaration of Bankruptcy aforesaid an assignee was appointed and the defendant denies that by an order of the District Court aforesaid the debt of seventy dollars claimed by the plaintiff from the defendant herein to the said Jones was sold transferred and assigned to the plaintiff And the defendant denies that said plaintiff is the owner thereof and said defendant denies that the same is due & unpaid

And the defendant further answering says that upon the agreement aforesaid he made with the said Thos G. Allen for which service he agreed to pay the said Allen the sum of one hundred dollars, as aforesaid he did on the 3rd day of January 1870 pay to said Allen on said account the sum of thirty dollars. And the defendant further says that upon said Contract aforesaid

said for said opinion of said Thomas G. Allen
the said defendant did on the 1st day of
May 1871 pay to the said Thomas G. Allen the
sum of fifty dollars to apply on said fee of
one hundred dollars as aforesaid. And
the defendant further answering says that he
has paid upon said contract ~~for~~ fee with said
Thomas G. Allen for his opinion aforesaid the
sum of Eighty dollars.

And the defendant answering denies that
he owes the said plaintiff the sum of
seventy dollars on any other sum on
said contract -

Wherefore the defendant demands judgment
for costs

J. George Reys

per Geo. Leonard
his atty

In Ancient Secret
Lebanon Society

J. D. Johnson
Prof.

vs
J. George Hagg
Wright

Amended Answer

Filed Jan 20 1874
W. S. Boyce & Co

The Court instructs the jury that the paper
and agreements of the parties to this
suit ^{by evidence} show a valid assignment to
the Plaintiffs of the claim made on
and the jury will allow Plaintiffs
whenever ~~seen~~ they may believe
from the evidence ~~not~~ not paid
and is not paid

Chas. C. Jones

Refused

The Court instructs the jury
that there being no sufficient
assignment or transfer of
the claim of Thomas G. Allen
to W. C. Jones the plaintiff
can not recover in this
action

Johnson
vs
Rapp

Filed May 16 1874
vs S Boyce
Clerk

The jury may allow interest on the
balance they may find from the
evidence ~~or~~ may award Plaintiff
from the time same was demanded
from debt at the rate of six per cent
per annum.

Given

The Court instructs the
jury that if the defendant
paid to Thomas G. Allen
~~the~~ money on account
of the services rendered by
him as charged in his fifth
petition he is entitled to credit
therefor ~~to the~~ ~~it~~ ~~least~~ ~~of~~ ~~right~~
~~to~~ ~~award~~ ~~it~~ ~~in~~ ~~the~~ ~~opinion~~ ~~of~~
~~the~~ ~~jury~~ ~~not~~ ~~to~~ ~~it~~ ~~and~~ ~~right~~
to be paid as charged in the
answer

Given

That if the Jury find from the evidence that Defendant was owing the firm of Allen & Jones for legal services and also of Allen for services rendered, ^{defendant} after the dissolution of the partnership of Allen & Jones and that Deft paid said Allen fifty dollars after said dissolution without directing Allen whether to credit that amount on the claim due said ~~partnership~~ ^{firm} or the claim due said Allen then Allen had the right to apply said sum of \$50 on the claim due himself and if they find he did so apply it then the Jury will not allow Defendant credit therefor.

Franklin

The Court instructs the jury that if they believe from the evidence that the account mentioned in the agreement of the parties and assignment read in evidence is the same account mentioned in plaintiffs petition then said agreement and assignment show a valid transfer of said account to W. C. Jones

Given

The jury are instructed that although they may find from the evidence that the account in suit was transferred to W.C. Jones prior to the payment of the fifty dollars to Allen yet if they believe from the evidence that said fifty dollars was paid to Allen by Ruff on said account without ~~without~~ any shew of - up on the part of Ruff of said transfer then debt is indebted to said credit

Johnson

v

Rap

Filed May 16 1874

W. S. Boyce

(att)

Mr the young bird for the defunct
- wing

Y^g + H/Be ophth
Fornum

J. D. Johnson assignee
of J. E. Allen & H. C. Jones Plaintiffs
against
J. George Rapp. Defendant
In the
Circuit
Court of
Jefferson
County Mo.
May Term 1874

Now at this day comes the Plaintiff
in the above entitled cause and
asks the court to set aside the
verdict of the jury in the above
cause, ^{and grant him a new trial} for the following reasons to-wit:
1st

Because the verdict ~~was~~ ^{was} against
the ^{weight of the} evidence

2nd
Because the Court refused proper
instructions asked by Plaintiff

3rd
Because the Court gave improper
instructions asked by Defendant.

4th
Because the Court misdirected
the jury

John L Thomas of Mo.
Attys for Plaintiff

J. W. Johnson
Assnue
against
J. George Rapp.

Motion for new
Trial

Filed May 16 58/4
W. S. Boyce
Clerk

L. Johnson
 Geo. Rapp } Hee Bill,

cap. bet. ⁶⁰ 000 ³⁰ milk & cof. ¹⁰ 20

miles ⁶⁰ sockets ⁴⁵ sock Judgt ¹⁰ 15

Jan and ²⁰ cont ¹⁰ 45

amended bet. ²⁰ and ²⁰ cont ²⁰ 65

Jan ³⁰ Judgt ³⁰ 100

313 ¹⁰ Oachs ²⁰ 33

motion ²⁰ rule ²⁰ Bill ex ³⁰ 70

3 ⁴⁰ 70

P. B. Mason.

diff. mag. ¹⁰⁰ 100 ¹⁰⁰ 20

2. 20

S. 60