

Jefferson County Circuit Court
Case Files - Civil
January 1894 - No. 18

Box

32

FOLDER

6

Beckett, Ephraim B.

^{vs}
Brown, William H.

Breach of contract

Defendant failed to produce merchantable
wine with plaintiff's grapes; \$756
damages; wine, livestock, equipment
attached

Ephraim B. Beckett
Plaintiff

3
William H. Brown, Defendant

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

Plaintiff states that heretofore Court on
or about the 25th day of August 1873
he had a large quantity of Concord
grapes with a few other varieties on his
farm or land in Jefferson County
Missouri which he desired to have man-
ufactured into wine: that he had a
sufficient quantity of said grapes to
make over a thousand gallons of wine.
That the Defendant came to him about
that time and represented to Plaintiff
that he, Defendant, was thoroughly
competent to manufacture wine of
grapes and to make good merchant-
able wine of the same and proposed
to Plaintiff to take the said grapes
belonging to the Plaintiff and
to manufacture them into good
merchantable wine for one half
of what he might so manufacture
he, Defendant, to be at all expense, and
to this proposition the Plaintiff at
that time assented and agreed
and it was thereupon agreed by and

between Plaintiff and Defendant that
Plaintiff was to gather and deliver to
Defendant at the latter's premises
the said grapes and the Defendant
was to receive said grapes and to manu-
facture them at his own expense
into good, merchantable wine
and to put the same in casks, and
Defendant was to receive one half of
all the wine he might so make
out of said grapes and he was
to deliver to Plaintiff the other
half within a reasonable time
in good, merchantable condition.
Plaintiff states that in pursuance
of said agreement some ^{time} between
and Defendant as aforesaid
he gathered and delivered to Defendant
during the months of ~~August~~ ^{October} and
September, 1871, large quantities
of ~~Canned~~ grapes intermixed with
a very few of other varieties, to wit -
a sufficient quantity of said grapes
to make fifteen hundred gallons
of good, merchantable wine if
the same had been judiciously
and properly managed by a com-
petent person but he only that
the Defendant received said grapes
and undertook to manufacture
them into wine but did the work

carelessly and negligently and
carelessly that he did not manufac-
ture more than one thousand and
eighteen gallons of wine and ~~this amount~~
✓ the wine that he did manufacture
was utterly worthless and unmercantile-
able so that it was and is of no use
to Plaintiff and therefore Plaintiff
aver that Defendant through care-
lessness, carelessness and neg-
ligence ~~it~~ has wholly failed
to comply with his part of said
agreement and though said wine
ought to have been delivered
in a reasonable time, which was
✓ at further one year from
September 1871, he has wholly
failed and still fails ~~and~~ to deliver
to Plaintiff any wine of good and
mercantile quality by which
Plaintiff says he has been damaged
in the sum of seven hundred and
fifty dollars for which he asks
judgment.

John L. Thomas, & Co.
Attys for Plaintiff

E. B. Buckett Plff

v

W. H. Brown, Def

Petition on Agreement

Filed Nov 19 1873
W. J. Boyce Cl
By Chas. H. H. H. H. H.

E. B. Beckett Plaintiff } Attachment in Civil
against } action
W. H. Brown Defendant }

This affiant states that
he the Plaintiff in the above entitled cause
has a just demand against the defendant
therein, now due, and that the amount ~~therein~~
which this affiant believes the plaintiff
ought to recover, after allowing all just
credits and set offs, is Seven hundred and
fifty dollars, and that this affiant has
good reason to believe and does, that the
defendant is about to remove out of this
state, with the intent to change his domicile

Subscribed & sworn
to before me this
19th Nov. 1873

E. B. Beckett

A. H. H. Thonny
Notary Public

Bockett
no
Brown

Filed Nov. 19 1873
W. S. Boyce & Co.
By C. H. McNamee Clerk

E. B. Beckett Plaintiff } Attachment in civil action
against
W. H. Brown Defendant }

We E. B. Beckett, as
principal and William Clark^{2nd}
Samuel Byrns

as securities, acknowledge
ourselves to be indebted to the state of
Missouri in the sum of Fifteen hundred
dollars, for the payment of which we bind
ourselves, our heirs, executors and administrators,

The condition of the above obligation is,
that, whereas, E. B. Beckett, as plaintiff
is about to commence a suit by attachment
in the Circuit Court of Jefferson, against
W. H. Brown defendant, returnable to the
next term thereof, wherein the sum sworn
to is seven hundred and fifty dollars,

Now, if the said plaintiff shall prosecute
his action without delay, and with effect;
refund all sums of money that may be ad-
judged to be refunded to the defendant,
or found to have been received by the
plaintiff and not justly due^{to} him; and
pay all damages that may accrue to any
defendant or garnishee, by reason of the
attachment, or any process or proceeding in
the suit, or by reason of any judgment or
process thereon, then this obligation to be void;
otherwise to remain in full force

Witness our hands and

Seals, this 19th day of November
A.D., 1873

Approved Nov 19 1873

W. S. Pryce Clerk

By Wm. H. Norine Depy

E. B. Beckett Seal

Wm Clark

Sam Byrns, Secy



Beckwith
no
Brown
Bond

Filed Nov 19 1873
U.S. Justice Ct.
By C. H. Stone
Deputy

State of Missouri, } SS.

County of *Jefferson*,

OFFICE OF CIRCUIT CLERK.

The State of Missouri.

To the Sheriff of *Jefferson*

County—GREETING:

We command you to attach

by all and singular *his* lands and tenements, goods, chattels, moneys, credits, evidences of debt and effects, or so much thereof as shall be sufficient to secure the sum of *Seven hundred and fifty* Dollars and Cents, with interest and costs of suit, in whose hands or possession soever the same may be found, and that you summon the said *William W Brown*

that *he* be and appear at the next Term of the Circuit Court, before the Judge thereof, on the first day of said Term, to be holden at the *Town* of *Willsboro* and State of Missouri, within and for the County of *Jefferson* on the *second* Monday of *January* next, and then and there to answer the complaint of

Opheam A. Beckel
as set forth in the annexed petition.

And also, that you summon all and every person in whose hand or possession soever any personal property, rights, goods, Chattels, moneys, credits, evidences of debt, or effects, may be found, or who may be named by the Plaintiff or *his* attorney, as Garnishees, and particularly

that *they* be and appear before the Judge of our said Court, on the first day of the Term aforesaid, then and there to answer unto what may be objected against them. And have you then and here this Writ.

Witness,

W. S. Boyce Clerk of our
said Circuit Court, and the Seal thereof hereunto
affixed, at office in *Willsboro* this *19th*
day of *November*, in the year of our
Lord, one thousand, eight hundred and *seventy three*

W. S. Boyce
Circuit Clerk.

By

Chas. Horine
Deputy.

SHERIFF'S RETURN.

Served the within Writ by delivering to the within
 named dependant *Wm Brown* a true
 copy of the writ and original petition
 as furnished me by the clerk
 at the county of *Jefferson* State
 of *Missouri* on *Nov 22nd 1873*
 and by levying and seizing upon as
 The property of said dependant to wit
 1 Buggy and Harness 1 Spring wagon
 11 cask of wine 15 Barrels of wine one
 heating stove 2 Tones Hay 1 rope and
 pulley 11 head of hogs 3 Cows 4 calves
 2 horses wagon and harness 1 cutnator 1 grimestone
 1 roller 1 harrow 1 Iron bottle

J. B. Moss Sheriff
Wm H. Brown Dep'ty.

3476

Van Hook, Baroud & Tinsley, Printers and Stationers, St. Louis.

No. 18.

ATTACHMENT WRIT.

Circuit Court.

Returnable *January* Term, 1874.

Plf.

C. B. Pickett

Wm H. Brown

Def't.

Sheriff fees \$3.00

original

Nov 24th

Cost paid 60¢ 00
1.10
1.25
1.70
2.00
3.00
3.10

2.00
2.00