

Jefferson County Circuit Court
Case Files - Civil
September 1874

Box 33 Folder 27

Fleitz, John P.
Ganahl, John J.

vs.

King, George E.
Vickers, Henry
Harlow, Noah B.

Mechanics Lien

\$1,019.20 for lumber; 2-story brick
Hotel w/ Mansard roof in Kimmswick;
bill of exceptions

New King and Vickrey

Pine, Poplar, Walnut,
OAK, ASH, HICKORY &

CHERRY LUMBER,

Dressed Flooring, Siding,
CEILING AND FINISHING LUMBER.

TENNESSEE CEDAR,

Sash, Doors, Blinds, &c.

Interest charged on all bills after 60 days.

to "Hurlow's Hotel" J. Hurlow & Co.

Bought of Fleitz & Ganahl,

DEALERS IN

LUMBER, LATH, SHINGLES, &c.

OFFICES & YARDS-

1320 Jackson St., & Carondelet Ave., bet. Allen & Russell Aves.

Wash-house #	20	200	ft 2nd W.P. Siding	23	460
		9	Doors 2" 1 3/8	275	2475
		2	" 3+7-1 3/8	3	600
		300	ft 7/8 in chess end	5 1/2	1575
		150	" 7/8 " 2nd W.P. cutg	4	600
22		8	pair Blinds 10+16-1 3/8	325	2600
		2	" " 10+12-1 3/8	240	480
Wash-house #	3	150	ft 7/8 " chess Star	4	600
		200	" 2nd W.P. Siding	23	460
	24	1000	" com W.P. flooring	26	2600
		2700	" 150 ft 2 1/2-18		
		2100	" 175 " 2 1/2-18		
		900	" 50 " 3+4-18		
		1500	" 75 " 2+6-20		
		160	" 8 " 4+6-10		
		210	" 10 " 4+4-16-7573	20	15146
	31	1400	" com. W.P. fly	26	3640
		1600	" Rough com Bds	27 1/2	2800
		500	" 1 3/8 in chess Star	4 1/2	2250
	Stairs #	2000	" 7/8 in " "	4	8000
		200	" 1 3/4 " " "	4 1/2	900
	Porch X	500	" 1/8 " " "	"	2250
		880	" 24 ft 2+10-22	22 1/2	1980
		480	" 16 " 2+10-18		
		1166	" 35 " 2+10-20	16 1/2	3292
		934	" 20 " 2+10-28	26	2428
	5	15	ft Lath	380	5700
		2500	ft 2nd W.P. flooring	38	9500
		1000	" 1+3 R. M.		750
	6	800	" 50 ft 2+4-16	15	1200
		500	" 30 " 2+10-10	2	1000
	23	1500	" 2nd W.P. fly	38	5700
		1000	" 2+6-18 chess		
		216	" 6 ft 2+12-18 " = 1216	2 3/4	3346
		1200	" 2nd W.P. fly 2 1/2 " under	40	4800
Stairs #		500	" 1/8 " J. P. Den fly	5	2500
		500	" 7/8 " chess Star	38	1900
" #		1008	" 2+6-18	20	2616
					93546

1874

Fruit Forward

935 46

28	600	of 20 p 2 + 10 + 8		
	360	" 30 " 2 + 4 + 8		
	280	" 14 " 4 + 6 + 10 = 1240	20	2480
Wash-house #	5	#1 Shingles	3	1500
Porch X	5	#2 Laths	380	1900
Feb 4	2000	of 1/8" head 2nd W. P. fly	5 1/2	11000
6	1000	" cl. W. P. siding		2500
Wash-house #	48	" 2 p 4 + 6 + 12		
	56	" 2 " 4 + 6 + 12 = 104	2	208
Wash-house - #	200	" 2nd V. P. fly	36	720
	160	" 8 p 2 + 6 + 20	2	320
	200	" 2nd W. P. fly	38	760
	480	" 40 p 2 + 4 + 12		
	240	" 15 " 2 + 4 + 16 = 720	15	1080
	3000	" Common Bds 1/2 p	1750	5250
	206	" 1/2" dunn class Paul	5	1030
	241	" 1/8" dunn 2nd 20 in wide	5 1/2	1326
"	600	" 1/8" head Partition	5 1/2	3300
				33574

126920

Feb 4 By Cash

25000

101920

To secure payment for the materials specified in the accounts hereto attached and marked "Exhibit A" a lien under the statute in such cases made and provided is by John P. Flitz and John D. Ganahl composing the firm of Flitz Ganahl, claimers upon the following described building premises and improvements of all which Noah B. Harlow is the owner, to wit:

A certain two story brick with mansard-roof building situated on or adjacent to the town of Eminence in the County of Jefferson and State of Missouri and known as N. B. Harlow's Hotel together with the lot of ground upon which it stands to the extent of one acre. Said building is situated near the St Louis and Iron Mountain Railroad depot in said town of Eminence and between said depot and the Mississippi River and is

The same building lately altered
improved and enlarged and
arranged for a hotel by George
E. King and Henry Vickery for
and H. B. Harlow and some
lot of ground upon which
it stands is located and
described as follows to wit:
a lot of land in Jefferson
County state of Missouri
and in Township 42 North of
Range 6 East being part of
Survey No 1303 and part of Survey
659 - lying between the land of
the St Louis & Iron Mountain
Rail road Company on the west
side and the Mississippi
River on the east side and
Rock creek on the south side.
as bounded as follows: beginning
at a stake on the Eastern line
of said Rail road Company's land
9 chains 37 links from its
intersection with the Northern
boundary line of said Survey
No 1303 as measured on a
curved line corresponding
with or parallel with the
curvature of the main track

+ of the rail road, and running
thence South 82 deg. East parallel
with said Northern boundary
line of said Survey 1303 to
✓ the Western bank of the Miss-
issippi River = thence down
the bank of said River to
the mouth of Little Rock Creek =
thence up the Northernly bank
of said creek to its intersec-
tion with the Eastern line
of said Rail road Company's
land = thence Northwesterly
with said Eastern line of
said Rail road Company's
land to the place of be-
ginning - containing $787\frac{1}{100}$
acres -

State of Missouri
St Louis County

John J. Garabhl

one of the above named sur-
veys being duly sworn on
his oath states that he
is a member of the firm
of J. J. Garabhl and said firm
is composed of John P.

They are this affidavit.
That said firm has a just
demand against King &
Rogers and they holding for
materials furnished by said
firm to them for the building
above referred to. That the
account herein attached and
marked "Exhibit A" is a
just and true of the
demand due said firm
from said King & Rogers after
all just credits have been
given. That the balance there-
standing is due and
owing and that the above
and foregoing description is
a true description of the
property upon which this
lien is intended to apply.

John J. Ganahy

Sworn to and subscribed before me
at the city of St. Louis this the
4th day of June 1894

Robt. H. Kern
Notary Public
St. Louis, Mo.

701
Mechanics Lane

John P. Duggan
John J. Garabed
Lemus

Gen. E. King
Harry V. Duggan
Carrington
Houl B. Duggan
" "
" "
\$1019.20

Filed June 5-1874
W. A. Boyce
C. W.

To Noah B. Harlow Esq.

St. Louis Mo.

Dear Sir: You are hereby notified that we John P. Thitz and John J. Ganahl who are lumber dealers in the City of St. Louis and compose the firm of Thitz & Ganahl, hold a claim against your certain two story brick and mansard-roof building situated in or adjacent to the town of Eminence Jefferson County Missouri and known as N. B. Harlow's Hotel. Said building is situated near the St. Louis and Iron Mountain Railroad depot in said town of Eminence and between said depot and the Mississippi River and is the same building lately altered, improved, enlarged and arranged for a hotel for you by Geo. E. King and Henry Vickery. That our said claim is for building materials and lumber furnished by us to said King and Vickery, on our original contract and by them used in the construction and improvement of said building and that said claim amounts to one thousand and ninety-two dollars and that the same is now due to us from said King & Vickery -

You are further notified
that after the expiration of
ten days from the date of
the service of this notice
we will to secure payment
of our said claim, file
a lien upon said building
and the lot of ground upon
which it stands to the
extent of our claim pursuant
to the provisions of
the statute in such cases
made and provided.

John P. Dilley &
John J. Garaball
comprising the firm of
Dilley & Garaball
for Henry W. Langbein
this day

May 13th 1874

Delivered this notice on H. B. Harlow
this May 13th 1874. by delivering to
him personally a true copy thereof
Henry W. Langbein

Subscribed and sworn to before me

this 13th day of May A. D. 1874

G. H. Castelman

Notary Public

St. Louis Co. Mo.

Filed July 3rd 1874
not. By & cler
By C. H. Marine

Depos

Dilley & Garaball
vs
Harlow
Vickery
King

"John F. Fleitz, and John J. Ganahl
partners in trade, under the firm
name of Fleitz & Ganahl.

Plaintiffs

against

George E. King, Henry Vickery
and Noah R. Harlan, Defendants.

In the Circuit Court of Jefferson
County, Missouri.

September Term 1874.

The plaintiffs state that they are partners
in trade, doing business under the name
and style and firm of Fleitz and Ganahl, and
that the defendants, George E. King and
Henry Vickery, are justly indebted to the
plaintiffs in the sum of one thousand
and nineteen dollars and twenty cents,
after all just credits have been given
to said George E. King and Henry Vickery,
for lumber and materials furnished them
by plaintiffs for, and used by them in the
construction of a building hereinafter
described erected altered and improved
by said King and Vickery; and that the
particulars of plaintiffs account and
demand, are as follows, to-wit:

"St. Louis Mo. April 17th 1874

Messrs. King and Vickery

18/3
Nov 20

To "Marlow Hotel" Kimmswick Mo
Bought of Fleitz & Garohl

	200 ft. 2 nd W.P. Siding	23		\$4.60
	9 Doors 2 ¹⁰	178	2 ¹⁵	24.75
	2 " 3+7	178	3	6.00
	300 ft. 7/8 in dress 2 nd	5 1/4		15.75
	150 " 7/8 " 2 nd W.P. Cailg	7		6.00
	22 8 Pair Blinds 10x16	1 3/8	- 3.75	26.00
	2 " 10x12	1 3/8	2.40	4.80
See - 3	130 ft. 7/8 dress Star	4 -		6.00
✓	200 " 2 nd W.P. Siding	23		4.60
44	1000 " Com W.P. flooring	26		26.00
	2700 " 150 " 2 1/6 - 18			
	2100 " 1 1/5 " 2 1/4 18			
	900 " 30 " 3+4 18			
	1500 " 75 " 2+6 20			
	160 " 8 " 4x6 10			
	213 " 10 " 4x4 16	75 2/3	- 20 -	151.46
				\$275.96
31	1400 " Com W.P. flooring	26		36.40
	1600 " Rough Com. bds	17 5/10		28.00
	500 " 1 3/8 in dress Star	1 1/2		22.50
	2000 " 7/8 in " " "	4 -		80.00
	200 " 1 3/4 " " " "	4 1/2		9.00
	500 " 1 1/8 " " " "	"		22.50
	880 " 24/2 2x10 - 22 -	22 5/10		19.80
	480 " 16 " 2x10 18	"		
	1166 " 35 " 2x10 - 20 - 1646 - 20 -			32.92
	934 " 20 " 2x10 - 28 -	26		24.28

551 48

18/4
Jan 5

15 "	m Lath	380	57.00
2500 "	1/2 2nd WP florg	38,	95.00
1000 "	1x3 Rill.	—	7.50
6	800 " 50/2 2x416	15	12.00
	500 " 30 " 2x1010	2	10.00
23	1500 " 2nd WP flrg	38	57.00
	1000 " 2x6 18 dressed		
	216 " 6/2 2x12 18 = 1216-2.34	—	33.44
	1200 " 2nd WP. flrg, 2 1/2 under	40	48.00
	500 " 1 1/8 " J.P. dress step	5	25.00
	500 " 7/8 " dress star	38	19.00
	1008 " 2x6 -18	20	20.16

18/4 Jan 28

600 "	1/2 20/2 2x10-18	—	
360 "	20 " 2x4 -18	—	
280 "	14 " 4x6 -10 = 1240	20	24.80

5 m #	1 Shingles	3	15.00
5 m	Lath	380	19.00

Feb. 4

2000	1/8 head 2nd WP flrg,	5 1/2	110.00
6	1000 " Cl. W.P. Siding	—	25.00
	48 " 2/2 4x6 -12		
	56 " 2 " 4x6 -14-104	2	2.08
	2000 " 2nd Y.P. flrg	36	7.20
	160 " 8/2 2x6 -20	2	3.20
	200 " 2nd WP flrg	38	7.60
	480 " 4/2 2x4 -12		
	240 " 13 " 2x4 -16 = 720	15	10.80
	3000 " Common Bds. less	1750	52.50
	206 " 1/2 " dress clear Paml	5	10.30
	241 " 7/8 " dress 2nd 20 in wide 5 1/2		13.26

Feb. 11.	1000 " 1 1/8 head, partition	5 1/2	—	33.00
1873		amb, brot over		1269.20
		amb brot, over.	\$	1269.20

	Cr.			
Feb. 4	By Cash			250.00
				<u>1019.20</u>

The plaintiffs further state that the said lumber and materials was sold and delivered to the said George E King and Henry Vickery at their request for, and was by them used, in the construction of a two story brick and mansard-roof building, situate in, or adjacent to the Town of Kimmswick in Jefferson County Missouri, and known as N. B. Harlow's Hotel, said building is situate near the St. Louis and Iron Mountain Rail Road Depot in said Town of Kimmswick, and between said Depot and the Mississippi River, and is the same building lately altered, improved, enlarged and arranged for a Hotel by George E King and Henry Vickery for said Noah B Harlow, and said Lot of ground upon which said building stands is located and described as follows, to-wit: a Lot of land in Jefferson County in the State of Missouri and in Township Forty two North of Range Six East, being part of Survey No. 1305, and part of Survey No. 659 lying

between the land of the St Louis and Iron
Mountain Rail Road Company on the
West side and the Mississippi River on the
East side, and Rock Creek on the South side,
and bounded as follows, beginning at a stake
on the Eastern line of said Rail Road Com-
pany's land 9 chains 37 links from its intersec-
tion with the Northern boundary line of
said Survey No. 1303, as measured on a curved
line corresponding with, or parallel with the
curvature of the main track of the said road
and running thence South 82 deg. East paral-
lel with said Northern boundary line of said
Survey 1303, to the Western bank of the Miss-
issippi River, thence down the bank of said
River to the mouth of Little Rock Creek, thence
up the Northernly bank of said Creek to its
intersection with the Eastern line of said
Rail Road Company's Land, - thence North-
wardly with said Eastern line of said
Rail Road Company's land to the place of the
beginning, containing Seven and 7/10 acres, And
the Plaintiffs state that the said Noah B. Harlow
is the owner of the above described Lot of Land
and of the said building erected and standing
thereon and of the improvements made thereon
as aforesaid, - And the plaintiffs further
state that on the 13th day of May, 1874, they
caused a written notice to be served on

said Noah B. Harlow, (the owner of said building and the Lot of land on which it stands), stating that the plaintiffs held a claim against said building and Lot of land on which it stands, to the extent of one acre, for building materials and lumber furnished by said Plaintiffs to said George E. King and Henry Vickery, (the original Contractors) for, and used by them, in the construction and improvement of said building, and that said claim amounted to one thousand and nine teen dollars and twenty cents, and that the same was then due to plaintiffs from the said King and Vickery, and that after the expiration of ten days from the service of said notice, the said Plaintiffs would file a lien upon said building and the land on which it stands, in the Clerk's office of the Circuit Court of Jefferson County Missouri, to secure the payment of said claim, pursuant to the provisions of the Statute in such cases made and provided, which notice is herewith filed, And the plaintiffs further state that on the 5th day of June 1874, and within four months after all the lumber and materials for said building had been furnished by Plaintiffs to said George E. King and Henry Vickery (the original Contractors with said Noah B. Harlow for the construction

of said building, and after the aforesaid indebtedness had accrued, the Plaintiffs filed in the office of the Clerk of the Circuit Court of Jefferson County in the State of Missouri, a just and true statement and account of the demands due them (for lumber and materials furnished as aforesaid) from the said George E. King and Henry Hickory, and of their indebtedness to the plaintiffs, after all just credits had been given them and which is to be a lien upon the said building, and the Lot of land upon which it stands to the extent of one acre, and also a true description of the said Building and the Lot of Land upon which it stands, or so near as to identify the same, (as herein above stated and described) and upon which the said lien is intended to apply, and also the name of the owner of said Building and Lot of land on which it stands, and the names of the original contractors who contracted said building and improvements, and which account is attached to the said statement and filed as aforesaid, and is marked "Exhibit A," and which is intended to be a lien upon the said building and improvements, and the lot of land upon which it stands to the extent of one square acre of ground, measuring from the centre of of said building, and that the said statement

and account filed as aforesaid, was intended to be a lien upon said property to secure the payment to plaintiffs of the demand due them from the said George E King and Henry Vickery, under and by virtue of the provisions of Chapter 195, of the General Statutes of Illinois concerning mechanics liens, - and which said statement and account is duly verified by the affidavit of the said John J Ganahl one of the above Plaintiffs, a certified copy of which statement and account filed as aforesaid, is herewith filed, and a copy of said account herein contained,

The plaintiffs therefore claim that they are entitled to a lien upon the said building and improvements and the lot of land upon which said building stands, to the extent of one square acre of ground, measuring from the centre of said building to secure the payment of said indebtedness which the plaintiffs aver is still due and owing to them.

The plaintiffs therefore in consideration of the premises, ask judgment against the defendants for the debt aforesaid, amounting to one thousand and nineteen dollars and twenty cents, and the interest thereon and costs, and that their lien aforesaid may be enforced against the property aforesaid, and that the same be ordered to be sold to satisfy such judgment interest and costs and to grant such further

judgment and relief as the Plaintiffs may be
entitled to receive.

Abner Green & M. D. Laughlin
Attorneys for the Plaintiffs

A true copy of the original petition.
Witness W. S. Boyce clerk of said
Circuit Court with the seal thereof
hereunto affixed at office
July 3rd 1874.

W. S. Boyce clerk
By Chas. Horne Depy.

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 *George E King*
Henry Vickery and Noah B Harlan

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 *John P Fleitz and John J Ganahl*
partners in trade under the firm name of
Fleitz and Ganahl

upon *their* 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
affixed, at office in Hillsboro this *3rd*
day of *July* A. D. 18*74*

(Seal)

W. S. Boyce Clerk Circuit Court.

By *C. M. Horine* Deputy

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

Sept TERM, 1874.

Shirley & Ganahl

vs

Warrant

Vickery

King

Cafey

State of Missouri }
County of Jefferson }

John P. Fleitz and John J. Ganahl,
Partners in trade under the firm
name of Fleitz & Ganahl, - Plaintiffs

Against

Noah B. Harlow Henry Viceroy
and George E. King, - Defendants,

{ In the Circuit Court
{ Jefferson County

J. Benton Moss, sheriff of Jefferson
County Missouri, being duly sworn, deposes and
says that some time in July 1874, he received
from the Clerk of the Circuit Court of said County,
a Summons and Petition, issued on the 3^d day
of July 1874, against the above Defendants. -

That he some time in said month, served the
summons & petition on Noah B. Harlow,
by delivering to him a copy of said summons
and petition, but that said King & Viceroy
could not be found in this County, - That since
then he has lost or mislaid the original sum-
mons and petition, and cannot now find
them, to make his return on the same, - and
that said Harlow refuses to let him take a

copy of the summons & petition delivered to him

Subscribed before me
Sept. 24 - 1874.

W. S. Boyce clerk
By C. H. Harris Sept.

J. B. Moss Sheriff

Henry & Garfield
no
Harlow King & Hickory

affd. M. G.

Ed. Sept. 24 78/4
W. S. Dwyer

In the Circuit Court
of Jefferson County - Mo.
John P. Ditz - &
John J. Ganahl
 plaintiffs
vs.
Geo E. King.
Henry Vickery &
Noah B. Harlow
 defendants

The defendants Geo E. King
and Henry Vickery come and
herby voluntarily enter their
appearance in the above entitled
cause & waive the necessary process -
 Voluntarily their hands
this 27th day of October 1874.

Geo E. King
Henry Vickery

Frühjahr

25.

Kung, Vicking 22

after an

[illegible]

Viking

一一一

Filed Nov. 12 1884

Worcester

By *Chloë Marie Depp*

John P. Fleitz and John J. Ganahl }
partners in trade under the firm }
name, of Fleitz and Ganahl, - Plaintiffs }
Against }
George E. King, Henry Vickery, }
and Noah B. Harlow, - Defendants, }
In the Circuit Court of }
Jefferson County Missouri }

This Petition filed by leave of the Court, in lieu of the original Petition filed in the above entitled cause in said Court on the 3rd day of July 1874, said original ^{petition} having been lost after being served on Noah B. Harlow, one of the above defendants,

The Plaintiffs, John P. Fleitz and John J. Ganahl, state that they are partners in trade, doing business under the firm name of Fleitz and Ganahl, and that the defendants, George E. King, and Henry Vickery are jointly indebted to the Plaintiffs in the sum of one thousand and nineteen dollars and twenty cents, after all just credits have been allowed them, for lumber and materials furnished to said Defendants at their request, by the Plaintiffs, and used by said Defendants in the construction of a Building known as the N. B. Harlow, Hotel, hereinafter described; and that the particulars of Plaintiffs demand are as follows;

St. Louis Mo, April 17th 1874,

Men, King and Vickery
to "Harlow Hotel" Kimmewick Mo.

Bought of Fleitz & Ganahl,

	1873 Nov, 20 th	200 ft, 2 nd W.P. siding	- 23	—	\$ 4.60
	9 Doors	2 ¹⁰ 1 3/8	2.75	—	24.75
	2 "	3 + 7 - 1 3/8	3	—	6.00
	300 ft.	7/8 in. dress 2 nd	5 1/4	—	13.75
	150 "	7/8 " 2 nd W.P. eilg	2 1/2	—	6.00
22	- 8	plain Blinds 10 + 16 1 3/8	3.25	—	26.00
	2 "	" 10 + 12 1 3/8	2.40	—	4.80
Dec, 3	150 ft.	7/8 dress Star	4	-	6.00
	300 "	2 nd W.P. Siding	23	—	4.60
24	1000 "	Com. W.P. flooring	26	—	26.00
	3700 "	150 ft. 2/6 18			
	2100 "	175 " 2/4 18			
	700 "	50 " 3 + 4 18			
	1500 "	75 " 2 + 6 - 20			
	160 "	8 " 4 + 6 - 10			
	213 "	10 " 4 + 4 - 16 = 7573 - 20		—	151.46
31	1400 "	Com W.P. flrg.	26	—	36.40
	1600 "	Rough Com. Boas	17.50	—	28.00
	300 "	1 3/8 in. dress Star	4 1/2	—	22.50
	2000 "	7/8 in " "	4	—	80.00
	200 "	1 3/4 " " "	4 1/2	—	9.00
	500 "	1 1/8 " " "	"	—	22.50
	880 "	24 ft. 2 + 10 - 22	22 50		19.80
	480 "	16 " 2 + 10 - 18			

	1166 "	33 "	2+10 - 20,	1646 - 20 -	~~\$~~	32.92
	934 "	20 "	2+10 - 28	- 26 -		34.48
1874 Jan.	5-	15	M. Lath	3.80		57.00
	3500	ft	2nd M. P. flooring	38	-	95.00
	1000	"	1+3 R. K.		-	7.50
6-	800	"	30 ft 2+4 - 16	- 15 -		12.00 "
	500	"	30 " 2+10 - 10	- 2 -		10.00
23	1500	"	2nd - M. P. flrg.	38	-	57.00
	1000	"	2+6 - 18 dressed	-		
	216	"	6 ft 2+12 - 18 " = 1216	2 3/4		33.44
	1200	"	2nd M. P. flrg. 2 1/2 V under	40	-	48.00
	500	"	1/8 " J. P. oven stop	5	-	25.00
	500	"	1/8 oven Star	38	-	19.00
	1008	"	2+6 - 18 oven Star	20	-	20.16
1874 Jan.	28-	600	ft. 20 ft 2+10 - 18			
	360	"	30 " 2+4 - 18			
	280	"	14 " 4+6 - 10 = 1240	- 30 -		24.80
	5	Mr.	# Shingles	3	-	15.00
	5	M.	Lath	3.80		19.00
Feb, 4	2000	ft	1/8 bent 2nd M. P. flrg.	5 1/2	-	110.00
6	1000	"	Q M. P. Siding		-	25.00
	48	"	2 fr 4+6 - 12			
	56	"	2 " 4+6 - 14 = 104	- 2 -		3.08
	300	"	2nd M. P. flrg.	36	-	7.20
	160	"	8 fr 2+6 - 20	2		3.20
	300	"	2nd M. P. flrg	38	-	7.60
	480	"	10 fr 2+4 - 12			
	240	"	13 " 2+4 - 16 = 220	- 15 -		10.80

* between the 20th day of November 1873 and the 11th day of January 1874 continuously, in which last named day the last item thereof was so furnished and delivered by them and their accounts therefor accounted.

	3000.	ft.	Common Boards 1 by	17	$\frac{30}{100}$	\$ 52.30
	206	"	1/4" dressed clear Panel	5		10.30
	241	"	7/8 " dressed 2nd 20 in. wide	5 1/2	—	13.26
11 -	600	"	1 1/8 broad partitions	5 1/2	—	33.00
			br,			\$ 1269.20
4 -	By	Cash				230.00
		Balance due,				\$ 1019.20

The Plaintiffs further state that said lumber and ^{building} materials were sold and delivered by Plaintiffs to said Defendants, George E. King and Henry Vickery, at their request and was by them used in the construction of a certain Two-Story brick, with Mansard-roof Building, situate in or adjacent to the Town of Kimmswick in the County of Jefferson and State of Missouri, and known as N. B. Harlow's Hotel, - said Building stands on a Lot of Land owned by Noah B. Harlow, and is situate near the St. Louis and Iron Mountain Railroad Depot, in said Town of Kimmswick, and between said Depot and the Mississippi River, and is the same Building lately altered, improved, enlarged, and arranged for a Hotel by George E. King and Henry Vickery for said N. B. Harlow, and said Lot of ground upon which said Building stands is located and described as follows: To wit, a Lot of Land in Jefferson County, State of Missouri, and in Township 42 North of Range Six East, being part of Survey No. 1303, and part of Survey No. 657, lying between

the land of the St. Louis and Iron Mountain Rail Road Company on the West side, and the Mississippi River on the East side, and Rock creek on the South side, and bounded as follows; beginning at a Stake on the Eastern line of said Rail Road Company's land, 9 chains 37 links from its intersection with the Northern boundary line of said Survey No. 1303, as measured on a Curved line corresponding with or parallel with the curvature of the main track of said Rail Road, and running thence South 82 degrees East parallel with said Northern boundary line of said Survey 1303, to the Western bank of the Mississippi River, - thence down the bank of said River to the mouth of Little Rock Creek, - thence up the Northernly bank of said Creek to its intersection with the Eastern line of said Rail Road Company's Land, - thence Northwardly with said Eastern line of said Rail Road Company's Land, to the place of the beginning, containing seven acres and $\frac{87}{100}$ of an acre.

And the Plaintiffs further state that more than ten days before the filing of their lien upon the building and Lot of land aforesaid, as hereinafter stated, to wit, on the 13th day of May 1874, they served on said Noah B. Harlow, (the owner of said Building and lot of land) a written Notice, stating that the Plaintiffs held a claim against said Building, describing it and its location as hereinbefore stated, for building materials and lumber furnished by Plaintiffs to George C. King and Henry Vickery, the original contractors with

with said Noah B. Harlow for the construction of said Building, and by them used in the construction of said ~~of said~~ Building and improvements, and that the amount claimed by the Plaintiffs was one thousand and nineteen dollars and twenty cents, then due these Plaintiffs from said King and Vickery, and that after the expiration of ten days from the ser-vice of said Notice, the Plaintiffs would file a lien upon said Building and the Lot of Land upon which it stands to the extent of one acre, to secure the payment of said Claim, in pursuance of the Statute concerning mechanic liens in such cases made and provided. A copy of said Notice is here to the Court shown, marked filed July 3rd 1874.

|| And the Plaintiffs further state that, in order to avail themselves of the benefits of the provisions of Chapter 195 of the general Statutes of Missouri ^{con-}cerning mechanic liens, ^{to lien on the building and lot of land above described for} and to secure the payment of the indebtedness of said George E. King, and Henry Vickery, on the account above stated, due to Plaintiffs, they on ^{the} fifth day of June 1874, and within four months after all the lumber and building materials aforesaid had been furnished to the Defendants, said George E. King and Henry Vickery, by the Plaintiffs and such indebtedness had accrued, filed in the office of the Clerk of the Circuit Court of Jefferson County in the State of Missouri, a just and true Account

of the demand due them by said George E. King and Henry Vickery, after all just credits had been given, ^{a copy of which account is herein above inserted,} them, and also a statement attached to said account, giving a true description of said Building and improvements, and the Lot of Land upon which the same is situated, or so near as to identify the same, (as herein before stated and described) and upon which their lien, ^{aforsaid,} was intended to apply, and stating that said Noah B. Harlow was the owner of said Building and Lot of Land, upon which it stands, and that the amount of the demand due Plaintiffs from said George E. King and Henry Vickery, (the original Contractors with said Noah B. Harlow for the construction of said Building) for the lumber and building materials furnished them by Plaintiffs, and used by said King and Vickery, in the construction of said Building, was one thousand and nineteen dollars and twenty cents, after all just credits had been given them, and which said amount, then so due Plaintiffs, was to be a lien on said Building and the Lot of ground upon which it stands to the extent of one acre of ground. Which said Account and statement so attached, was duly verified by the Affidavit of said John J. Ganahl, one of the Plaintiffs, and marked exhibit, "A," and is here to the Court shown. - The Plaintiffs state that their original petition in the above entitled cause was

filed on the 3rd day of July 1874, and within ninety days after the filing of their lien as aforesaid, In consideration of the premises, Plaintiffs aver that they hold a lien upon the said Building and the Lot of ground on which it stands as above described, to the extent of one square acre of ground, measuring from the center of said Building, to secure the payment of the indebtedness aforesaid, and they ask that said lien be enforced against said property. - The Plaintiffs therefore ask judgment against said Defendants for the sum of one thousand and nineteen dollars and twenty cents and the interest thereon and costs of suit, and ^{that} the same be levied out of the property charged with the said lien therefor, as aforesaid, and for such further judgment and relief as they may be entitled to.

Abram Green

{ J. H. D. Laughlin
Attorneys for Plaintiffs

3883

In Circuit Court
Jefferson County

John D. Pleitz &
John J. Gahrhahl

vs.
George C. King
Henry Vickery
Wm. H. B. Harlow

Petition
in lieu of original
petition

Filed Nov. 12th 1874
W. S. Boyce, Clerk
By C. H. Marine, Sept.

John P. Feitz and
John J. Ganahl
Plaintiffs
vs
George E. King,
Henry Vickery and
Noah B. Harlow
Defendants.

Now comes the defendant Noah
B. Harlow, and for answer to
the petition of the plaintiffs,
denies that the defendants
George E. King and Henry Vick-
ery are justly indebted to the
plaintiffs in the sum of One
Thousand and Nineteen Dollars
and twenty cents, after all just
credits have been given to said
King and Vickery for lumber
and materials furnished them
by plaintiffs for and used by
them in the construction of the
building described in said
petition, erected altered and
improved by said King
and Vickery

and this defendant denies that the particulars of plaintiffs account and demand are as set forth in said account and petition; but defendant avers that the particulars and items set forth in said account are untrue and incorrect.

And this defendant denies that the lumber and materials itemized in said account, was sold and delivered to said King and Vickery for, and was by them used in the construction of the two story brick and Mansard roof building described in plaintiffs petition.

This defendant denies that in the month of ^{or at any other time} May 1874, plaintiffs caused a written notice to be served on this defendant, Noah B. Harlow, stating that they held a claim against said building and Lot of land on which it stands to the extent of one acre, for building materials.

and lumber furnished by said plaintiffs to said George E. King and Henry Vickery, (the original contractors) for, and used by them, in the construction and improvement of said building, and that said claim amounted to One Thousand and Nineteen Dollars and Twenty cents, and that the same was then due to plaintiffs from the said King and Vickery, and ^{that} after the expiration of ten days from the service of said notice the said plaintiffs would file a lien upon said building and the land on which it stands, in the Clerk's office of the Circuit Court of Jefferson County Missouri, to secure the payment of said claim, which notice is stated by plaintiffs to be filed with their petition.

And this defendant denies that on the 5th day of June 1874, and within four months after all the lumber and materials for said building had been furnished by

plaintiffs to said King and
Vickery, and after the indebtedness
claimed had accrued, the plaintiffs
filed in the Office of the Clerk of the
Circuit Court of Jefferson County,
Missouri, a just and true statement
and account of the demand due them
for lumber and materials furnished
by them, from the said King and Vickery,
and of their indebtedness to the
plaintiffs, after all just credits had
been given them, and which was
to be a lien upon the said build-
ing and the lot of land upon
which it stands.

And this defendant denies that the following particulars of plaintiffs' account were sold and delivered by plaintiffs to said King and Vickery and used by them in the construction or improvement of the building described by plaintiffs, to wit:

200 ft	2 nd W.P. siding	23	\$4.60
9 doors	2 nd 1 ³ / ₈	275	24.75
2 "	3+7 1 ³ / ₈	3	6.00
300 ft	7/8 in dress 2 nd 5 ¹ / ₄		15.75
150 "	7/8 " 2 nd W.P. ceiling	2	6.00
8 pairs	blinds 10x16 1 ³ / ₈	3.25	26.00
2 "	" 10x12 1 ³ / ₈	2.40	4.80
150 ft	7/8 dress star	4-	6.00
200 "	2 nd W.P. siding	23	4.60
2700 ft	150 " 2/6	18	
2100 "	175 " 2/4	18	
900 "	50 " 3+4	18	
500 "	1 ³ / ₈ in dress star	1 ¹ / ₂	22.50
2000 "	7/8 " " "	4	80.00
880 "	24/2 2x10-22-	22.50	19.50
1166 "	35 " 2x10-20-1646-20-	39.92	
934 "	20 " 2x10-28	26	24.28
1500 "	2 nd W.P. flng	38	57.00
500 "	7/8 " dress star	38	19.00

5 M # 1 shingles	3	\$15.00
1000 " cl W. P. siding —		25.00
56 " 2 " 4x6-14-104-2-		2.08
3000 ft Common Bas less 17 ⁵⁰		52.00
600 " 1 ¹ / ₈ bead partition 5 ¹ / ₂ -		33.00

And for his further answer, this defendant states that he believes that said plaintiffs, did, during the months of December and January last furnish to the said King and Vickery some lots or quantities of lumber which was used by them in the ^{construction of} the building described, and of which this defendant is the owner, but this defendant states that, at the request of said King and Vickery, he paid to plaintiffs on or about the 10th day of January 1874, the sum of Five Hundred Dollars on account of the said lumber furnished up to that time by plaintiffs to said King and Vickery and used by them in the said building; And that on or about the 4th day of February 1874, he also on the like account, paid plaintiffs the sum of Five Hundred Dollars more at the request of said King and Vickery, and neither of which sums have the plaintiffs credited on their account herein.

and this defendant states that before the institution of this suit, plaintiffs had received from him the two payments above mentioned amounting to One Thousand Dollars which paid plaintiffs in full for all lumber or materials furnished by them to said Contractors King and Vickery and used in the construction of said building.

Wherefore defendant denies that he is indebted to plaintiffs as charged in their petition or that he is liable to them in any sum whatever, or that plaintiffs are entitled to a lien upon the said building; and asks to be discharged with his costs.

E Blewett
With John L. Thomas & Co
Atty for N.B. Harlow

Fitz & Garsahl

2

King & Vickery

v. N.B. Harlow

Answer.

Filed Dec 7th 1874

W J Dwyer

Att

SUBPOENA A.--CIRCUIT COURT.

STATE OF MISSOURI,

County of *Jefferson*

ss.

THE STATE OF MISSOURI.

To *Thomas. Truett**of* *St. Charles**and James. Conder**Ralph Truett*

YOU ARE HEREBY COMMANDED, That, setting aside all manner of excuse and delay, you be and appear in proper person before the Judge of our Circuit Court, at the Court House, in ~~the~~ *of* *Willsboro*

within and for said County, on

the *15th* day of *January*

A. D. 1875, then and there to testify and the truth to speak, in a certain matter of controversy now pending in our said court, wherein

Fleety & Gaubert are

Plaintiff,

and *Harlow, King & Hickory* are

Defendant,

on the part of said *septs*

; and this you shall in nowise omit.

And the person or officer serving this Writ is commanded to have the same at the time and place aforesaid, certifying thereon his return.

Witness my hand and seal of our said Court. Done at office

in *Willsboro*,in the County aforesaid, on this *29th*day of *Dec*.

A. D. 1874.

By

*C. Ho. Marine**W. J. Doyle* Clerk

D. C.

SUBPOENA

No. *10*

Circuit Court.

January Term, 1875.
Heitz & Ganahl

Subpoena.

Harlow King Vickers

WITNESSES.

Day of Trial *Jan'y. 15 1875.*

RETURN.

Fee, \$1.50

I HEREBY CERTIFY, that I served the within Writ in the County of Jefferson the 14th day of January 1875, by placing the within to Thomas Chas. & William, Joseph Hunt Shuman to one Duboisville before me this 15th day of January 1875. I or Hunt-keeper of the peace

I James Corcoran do solemnly swear the service of this writ within the last the service of the said James Corcoran January 15th 1875.

STATE OF MISSOURI,
COUNTY OF JEFFERSON.

To

*James L. Smith, Ralph W. Smith James Conley
John Shepard, & Rochester Back, & John Hunt*

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our Circuit Court, for the County aforesaid, on the *22nd* day of *January*, 1873, at Hillsboro, then and there to testify and the truth to say in a certain matter of controversy now pending in our said Court, wherein

Wm. L. Gammell
are is Plaintiff, and

Wm. L. King & Dickert and
is Defendant, on the part of *Septs*; and herein you are in no wise to fail.

Witness, C. THO' HORINE, Clerk of our said Court, with the seal thereof hereto affixed, at office, this *16th* day of *January* A. D. 1873.

C. Tho' Horine
Clerk.

I Executed the within writ in the County of Superior By Reading the
to the with in Name of Thomas Jones, Ralph Hunt & James Conder, John
A Superior & Gustav, Rachmitch and Nelson Hunt, the within named
Writors no

on the 16th day of January 1875

Sworn to and Subscribed before me

on this 19th day of January 1875

R. D. Hunt

Justice of the Peace

James Conder

Deity & Ganall

Harlow et al

J. M. Conder fees for the
Serving Subpoenas \$3.00

STATE OF MISSOURI,
COUNTY OF JEFFERSON.

To *George D. King, Henry Vickery &*
Henry R. Asmann *John J. Schallert*

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our Circuit Court, for the County aforesaid, on the *22nd* day of *January*, 187*5*, at Hillsboro, then and there to testify and the truth to say in a certain matter of controversy now pending in our said Court, wherein

Henry R. Asmann are

Wanlaw King & Vickery are

Defds
is Plaintiff, and
is Defendant, on the part of
to fail.

; and herein you are in no wise

Witness, C. THO' HORINE, Clerk of our said Court, with the

seal thereof hereto affixed, at office, this *15th* day

of *January* A. D., 187*5*.

C. Th. Horine
CLERK.

I, Henry R. Asman, solemnly swear the within subpoena
on George E. King, Henry Wiskery, and John J. Schallert
at St. Louis Mo, on the 21st day of January 1873, by
reading the same in their presence and hearing,
and I hereby acknowledge service of the same,
on my self. This 22nd day of January 1873
Sworn to & Subscribed before
me Jan'y 22nd 1873

H. H. Asman

CCN

Henry R. Asman

Henry Asman
H. H. Asman

John P. Fleitz, and
John J. Ganahl, partners }
in trade under the firm
name of Fleitz & Ganahl, — Plaintiffs
Against
George E. King, Henry }
Vickery and Noah B. Harlow, — Defendants,
In the Circuit Court of
Jefferson County Missouri
January Term 1875.

John J. Ganahl, being duly sworn
on his ^{oath}, states that he cannot safely
proceed to trial in the above entitled
cause at the present term of this Court,
for want of the testimony of Henry
D. Laughlin, George E. King, and John
Schallert, three material witnesses
for the Plaintiffs in support of their
cause; that he had said witnesses
subpoenaed to attend at this term of
Court, but that they were not now in
attendance of the Court; that the said
Henry D. Laughlin was duly served
with a subpoena on the 30th day of Jan-
uary 1875, to attend the trial of the above
cause as a witness for the Plaintiffs,
but that the said Henry D. Laughlin

was on that day, and had been for several days prior thereto, and is now sick and unable to attend this Court, that his testimony is very material for the above Plaintiffs in establishing their cause, and without whose testimony Plaintiffs cannot safely go to trial, - that there is no other witness in attendance, or within the reach of the process of this Court, upon whose testimony the Plaintiffs can safely rely to prove the particular facts, the said witnesses, Henry D. Laughlin, is expected by Plaintiffs to prove, - that the said George E. King, and John Schallert have been subpoenaed, are material witnesses for the Plaintiffs, and that there are no other witnesses in attendance of Court, or within the reach of the Court, by whom Plaintiffs can prove the particular facts they expect to prove by these witnesses, - that ^{this} Plaintiffs believes he cannot safely go to trial without such ^{they} about witnesses, that are not absent by the Consent, connivance or procurement of the Plaintiffs, - and that Plaintiffs have used due diligence in their endeavours to ~~proc~~

Give the attendance of said witnesses,
by having them subpoenaed as aforesaid, -
who are absent as aforesaid without
Plaintiffs consent, continuance, or pro-
curement, - and that this application for
a continuance is not made for the pur-
pose of vexation or delay, but in order
that Plaintiffs can have justice
done in the trial of said cause,
Sworn to & Subscribed *Thos. J. Ganey*
before me January 22nd 1875
I Ho. Marine Clerk Cir. Ct.

In circuit
Court Jeff. Co.

Felix Ganahl
vs,

King, Vickroy, and
N. B. Warlow

Affidavit
for continuance

Filed June 22 1875
Chas. Horine
Clerk

John P. Heltz and
John J. Ganahl Plaintiffs
against
George E. King,
Henry Vickery and
Noah B. Harlow, Defendants

In The Circuit
Court of Jefferson
County Mo.
May Term
1875

Now comes the defendant
Noah B. Harlow, and for amended
answer to the petition of the
plaintiffs denies that the defendants
George E. King and Henry Vickery are justly
indebted to the plaintiffs in the sum
of one thousand and nineteen dollars
and twenty cents, or any other sum,
after all just credits have been
given to said King & Vickery for
lumber and materials furnished
them by plaintiffs for and used by
them in the construction of the building
described in said petition, erected altered
and improved by said King and Vickery.
And this defendant denies that the partic-
ulars, of Plaintiffs account and ~~dem-~~
~~mand~~ demand are as set forth in
said account and petition; but defend-
ant avers that the particulars and
items set forth in said account are
untrue and incorrect, and this

defendant denies, that the lumber and materials itemized in said account was sold and delivered to said King and Vickery for, and was by them used in the construction of the two story brick and mansard roof building described in plaintiffs petition,

This defendant denies that in the month of May 1874 or at any other time plaintiffs caused a written notice to be served on this defendant, Noah B. Harlow, stating that they held a claim against said building and lot of land on which it stands to the extent of one acre, for building materials and lumber furnished by said plaintiffs to said Geo. E. King and Henry Vickery (the original contractors) for, and used by them, in the construction and improvement of said building, and that said claim amounted to one thousand ~~dollars~~ and nineteen dollars and twenty cents, and that the same was then due to plaintiffs from ^{the} said King and Vickery, and that after the expiration of ten days from the service of ^{the} said notice plaintiffs would file a lien upon

said building and the land on which it stands, in the Clerk's office of the Circuit Court of Jefferson County, Missouri, to secure the payment of said claim, which notice is stated by plaintiffs to be filed with their petition,

And this defendant denies that on the 5th day of June 1874, and within four months after all the lumber and materials for said building had been furnished by plaintiffs to said King and Vickory, and after the indebtedness claimed had accrued, the plaintiffs filed in the office of the Clerk of the Circuit Court of Jefferson County, Missouri, a just and true statement and account of the demand due them for lumber and materials furnished by them, from the said King and Vickory, and of their indebtedness to the plaintiffs, after all just credits had been given them, which was to be a lien upon the said building and the lot of land upon which it stands, ^{and a true statement attached to said account giving a description of said building and the land on which it stands as required by law.} And this defendant denies that the following particulars of plaintiffs' account were

sold and delivered by plaintiffs to
 to said King and Vickery and used
 by them in the construction or improve-
 -ment of the building described by
 plaintiffs viz:

200 feet	2 nd H. P. siding	23	\$4.60
4 doors	2 ¹⁰ 1 ³ / ₈	2 ⁷⁵	24.75
2 "	3 X 7 1 ³ / ₈	3	6.00
300 ft	7/8 in dress	2 ⁸ 5 ⁴	15.75
150 "	7/8 "	2 nd H. P. ceiling	26.00
8 pairs	blinds 10 X 16 - 1 ³ / ₈	3.25	26.00
2 "	" 10 X 12 - 1 ³ / ₈	2.40	4.80
130 feet	7/8 dress star	4.	6.00
200 "	2 nd H. P. siding	23.	4.60
2700 "	150 "	3/6 - 18	
2100 "	175 "	3/4 - 18	
900 "	50 "	3 X 4 - 18	
380 "	1 ³ / ₈ in dress star	1 1/2	22.50
2000 "	7/8 " " "	4	80.00
880 "	2 1/2 2 X 10 - 22 - 22 ⁵⁰		19.50
1116 "	35 " 2 X 10 - 20 - 16 X 6 - 20 -		39.92
934 "	20 - 2 X 10 - 28 -	26 -	24.28
1500 "	2 nd H. P. fling	38	57.00
380 "	7/8 " dress star	38	19.00
5 M # 1	Shingles	3	15.00
1000 "	Cl. H. P. siding		25.00
36 "	2 " 4 X 6 - 14 - 10 1/4 - 2		2.08
3000 ft.	Common Boarding	17 ⁵⁰	52.00
200 "	1 ¹ / ₈ bead partition	5 1/2	33.00

This defendant denies that said lumber and building materials were sold and delivered by plaintiffs to King and Vickory, at their request, and denies that the same was used by them in the construction of a certain two-story brick and mansard ^{roof} building, situate in or adjacent to the Town of Kimmurwick in Jefferson County Missouri, And this defendant denies that the two-story brick and mansard roof building repaired by the said King and Vickory and referred to in plaintiffs petition is in the Town of Kimmurwick in said Jefferson County Mo. And defendant denies that that the land described in plaintiffs petition on which said building stands or any part of it is in the town of Kimmurwick in Jefferson County Mo.

And for his further answer, this defendant states that he believes that said plaintiffs, did, during the month of December, ¹⁸⁷⁹ and January ~~last~~ 187⁹ furnish to

The said King and Vickory some lots or quantities of lumber which was used by them in the construction of the building described, and of which this defendant is owner; but this defendant states that, at the request of said King and Vickory, he paid to plaintiffs, on or about the 10th day of January 1874, the sum of Five hundred dollars on account of the said lumber furnished up to that time by plaintiffs to said King & Vickory and used by them in the said building, And that on or about the 4th day of February 1874, he also on the like account, paid plaintiffs the sum of Five hundred dollars, more at the request of said King and Vickory and neither of which sums have the plaintiffs credited on their account herein, and this defendant states that before the institution of this suit, plaintiffs had received from him the two payments above mentioned amounting to one thousand dollars, which paid

Plaintiffs in full for all lumber
or materials furnished by them
to said Contractors King and
Pickery and used in the
construction of said building,

Wherefore this defendant denies
that he is indebted to plaintiffs
as charged in their petition
or that he is liable to them in
any sum whatever, or that
plaintiffs are entitled to a
lien upon the said building;
and asks to be discharged with
costs.

E. B. Cowan
with John L. Thomas Esq
attys for
N. B. Harlow.

Heik and Gankel
against

King and Vickery
and N. B. Harlow

Amended answer
N. B. Harlow

Filed April 10th 1875
C. H. Wonne
Clerk

John P. Fleitz & John J. Ganahl

Plaintiffs

Against

George E. King, Henry Vickery,
and Noah B. Harlow, —

Defendants

In the Circuit Court
Jefferson County Missouri

The Plaintiffs, replying to the new matter set up by Noah B. Harlow, in his amended answer, filed April 10, 1875, deny that the said Noah B. Harlow, on the 10th day of January 1874, or at any other time, paid to Plaintiffs, five hundred dollars, or any sum whatever, on account of lumber and materials furnished by them to said King and Vickery, and used by them in the construction of the building described in Plaintiffs petition, belonging to said Harlow, and the Plaintiffs deny that said Noah B. Harlow, on the 4th day of February 1874, or at any other time, paid Plaintiffs the further sum of five hundred dollars, on account of lumber furnished by Plaintiffs, for said building, to be credited on the account of said King and Vickery. And Plaintiffs deny that said Noah B. Harlow is entitled to a credit of one thousand dollars, for money paid Plaintiffs by him, on account of lumber and

materials furnished by Plaintiffs to said King and Vickroy for, and by them, used in the construction of the Building described in Plaintiffs Petition, and deny that Defendant is entitled to any credits on said Bill of Plaintiffs for lumber and materials furnished by them for said Building, except the credit given in Plaintiffs Bill.

Wherefore Plaintiffs pray Judgment as in their original petition prayed,

J. A. Green, V. H. D. Laughlin
Attorneys for Plaintiffs

4
M. J. V. Small
vs,

A. D. Harlowe
others

Replication

Filed May 17, 1880
C. F. H. H. H. H. H.
Alena

STATE OF MISSOURI, }
COUNTY OF JEFFERSON.

To *H. I. Harlow* *Thomas True* *John Sheppard*
James W. Conder *G. Rauschenbach* *Ralph Hunt*

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our Circuit Court, for the County aforesaid, on the *17th* day of *May*, 187*5*, at Hillsboro, then and there to testify and the truth to say in a certain matter of controversy now pending in our said Court, wherein *John P. Welch & John L. Gonall* are Plaintiffs, and *King, Pickett & N. B. Harlow* are Defendants, on the part of *Defendants*; and herein you are in no wise to fail.

Witness, C. THO' HORINE, Clerk of our said Court, with the seal thereof hereto affixed, at office, this *10th* day of *May* *A. D.*, 187*3*.

C. Tho' Horine, CLERK.

I Executed this writ at the County of Jefferson
in the State of Missouri this 14th day of May
AD 1876 By reading the same to the within
named All Halow Thos True John Sheppard
J W Conder G Rauscheback and Ralph
Dunlap
Subscribed Served J W Conder
to before May 17th 1876
Chas. Jerome Clerk

Subpoena
Hertz & Garcke
vs
N. B. Harlow
and others
For May 17th 1875

Shirley & Co. 207

May 17 1875
Shirley & Co.
vs
Hertz & Co.

STATE OF MISSOURI, }
COUNTY OF JEFFERSON.

To John W. Britton, Henry Vickery and
Henry D. Laughlin

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our Circuit Court, for the County aforesaid, on the 17th day of May, 1873, at Hillsboro, then and there to testify and the truth to say in a certain matter of controversy now pending in our said Court, wherein Henry & Hannah are
is Plaintiffs, and N B Warlow et al are
is Defendants, on the part of Peffs,
; and herein you are in no wise
to fail.

Witness, C. THO' HORINE, Clerk of our said Court, with the
seal thereof hereto affixed, at office, this 10 day
of May A. D. 1873.

C. Acknowledge the service of this subpoena
Henry Vickery
Hillsboro Mo

C. Tho. Horine, Clerk.

May 5 1875

Heitz & Ganahl
no

Harlow et al

P

Henry S Laughlin
Jno St Britton
Henry Vickery

Thibz-Garahl

vs.

King, Vickery & Harlow

Instruction
12

for plaintiffs

If, at the time the check of February 4th was drawn, it was understood between Alonzo Harlow, the drawer thereof, and the defendant King, that it should be drawn payable to Thibz-Garahl, but that only a portion of the proceeds thereof was to be applied to the account sued on in this action, and the balance applied in some other way and for some other purpose than payment on said account, and that it was not distinctly understood between them just how much of such proceeds was to be applied in either way, then the defendant Harlow is not entitled to any further credit on account of said check on the proceeds thereof than that already given by plaintiffs -

Refused

Thibault & Ganall

vs.

Instruction

2^d

4

King, Vickery & Harlow for plaintiffs

If, prior to June 5th 1874, plaintiffs were neither directed nor instructed by either King, Vickery or Harlow, or by some one for them, or for some one of them, to apply the proceeds of the Harlow Gilson & Co checks shown in evidence to the account here sued on in preference to other indebtedness from said King & Vickery to them, and in point of fact did not know from any other source just how much, if any, of said proceeds should be so applied, they were not bound to apply the whole of such proceeds to the payment of said account in preference to such other indebtedness, or to give credit therefor on said account before filing this bill.

Refused

Heitz & Gannahl

to

Stanlow et al

~~Refused~~

Refused

Filed May 18 78/3
J. H. & H. H. & H. H. & H. H.
Old

Flitz & Gornahl }
N.B. Harlow }

1 The Court declares the law to be that if the Court should find from the evidence ^{in the cause} that Flitz & Gornahl, the Plaintiffs in this action received two checks for \$500 each, from Harlow Gilston & Co., dated respectively Jan 10 & Feb 4 1874, through the hands of King & Vickery, and that said checks were payable to the order of said Plaintiffs and that at the time they so received said checks they knew or had good reason to know that they were given to be applied in payment of the bill of lumber furnished by Plaintiffs to said King & Vickery for the Harlow Hotel, then it was their duty to so apply them & they should be credited on said bill now.

Harlow

2 The Court declares the law to be that
there is no law shown by the evidence
^{in this cause} to enforce the judgment of finding
should be for the defendants.

Millions vs Porter 51 No. 441.

3 If the Court should find from
the evidence ^{in the cause} that a portion of the
lumber sued for was not bought
for nor used in the Hotel of Defendant
Hoslow at Kinnaswick, ~~such~~ ~~such~~
Plaintiffs are not entitled to recover
for such portion of lumber not so bought
& used.

4 That if lumber was shipped to Kinnas-
wick by Plaintiffs to King & Vickery
& they hauled the same to a shop ^{of theirs} off of
Defendant Hoslow's land & sold
a portion of it to other parties, then
Plaintiffs cannot recover for the portion
so sold, even though the Court should
find from the evidence in the cause
that King & Vickery bought said lumber
of Plaintiffs to be put into said Hotel.

5 If the Court should find from the evidence in the case that the checks used in evidence by Defendant Norlow were given to be applied in payment of the bill of lumen mentioned in Plaintiff's petition and that Plaintiff received the same knowing the object for which they were given, then Plaintiff had no right without Norlow's consent to apply said checks to any other purpose than that for which they were given and the Court ought to so apply them now.

6.

Linden

The court declares the law to be that if the
 court find from the evidence that
 before Defendant Horlow finally settled
 with King & McKee for the building of
 the Hotel A. J. Horlow as the agent
 of Defendant Horlow went to
 see Plaintiff in regard to the payment
 application of the Cash received by
 them on the Checks read in evidence
 and that Plaintiff on being informed
 that those Checks were intended to be
 applied on the bill of lumber sued for
 and that thereupon said Horlow for
 Plaintiff stated that it was all right
 & there should be no trouble about it
 and that said Checks were sufficient to pay for the lumber that
 went into said building on said bill
 Defendant unless the evidence
 shows further that Plaintiff notified
 Horlow of the words that he had
 not & did not intend to apply said
 Checks on said bill & that said
 notice was given before the completion
 of the building and before Horlow
 settled up and paid said King & McKee
 for the work

Flitz-Ganahl } destruction
 vs. }
 King, Vickery & Harlow } he
 } for plaintiffs

The Court further instructs
 that if the Court believes and finds
 from the evidence that on the 5th
 day of June 1874, the claim of
 the plaintiffs for materials furni-
 -shed by them for the building des-
 cribed in the petition amounts
 to more than One Thousand Dollars
 independent of the credit of 250
 Dollars given by them - That the
 defendant Harlow was entitled
 to have the whole amount of the
 Harlow, Gilson & Co checks amounting
 to One Thousand Dollars, credited
 on plaintiffs account of said
 claim & that notwithstanding
 that said plaintiffs gave a
 credit on said account of only
 Two Hundred and fifty Dollars
 of said One Thousand but honestly
 and in good faith believed when
 they did so that said sum of
 250 Dollars was all of said
 One Thousand which said Harlow
 was entitled to have credited
 on said account, then and in
 that case plaintiffs are still
 entitled to a lien upon said
 building for the amount of

Given

the difference between said
one Romana Dollars evidenced
by said checks and the whole
amount of that said claim;
provided the credit of 250 Dollars
appearing upon that account
and given by them was a
portion of the proceeds of said
checks or of one of them -

Flitz Ganahl

King^{vs} Vickery & Harlow

} Instruction
No.
for plaintiffs

the Court sitting as a jury finds from the evidence that
 If "when the defendant King
 brought the check of Harlow Gilson to
 date January 10th 74. to Flitz Ganahl
 and delivered the same to them, he
 told plaintiffs that he had had
 some check made payable directly
 to them for his own convenience
 merely and that he had informed
 Alonzo T. Harlow, the drawer thereof,
 that he desired or intended to take
 up with it a note then held by
 plaintiffs against said King or
 against the firm of King & Vickery of
 which he was a member; that there-
 upon he did take up and pay off
 with some check, a note then held
 by plaintiffs against said King &
 Vickery for 400 dollars; that after-
 wards said Alonzo T. Harlow, the
 drawer of some check, called at
 the business place of plaintiffs
 to learn what disposition had been
 made of some check, and was
 then and there informed by pla-
 -ntiffs, or either of them, of the
 statement made to them by said
 King in relation thereto at the
 time he delivered the same to

Queen

them, and that he had thereupon
taken up said note for 400 dollars
with said check and that he had
returned the balance of the proceeds
thereof amounting to 100 dollars.
That said George T. Harlow made
no objection thereto and said
nothing to plaintiffs tending
to negative said statements of
said King, on either of them, but
~~on the contrary~~ ~~either~~ ~~by word or silence~~ ~~lean~~
~~lean~~ on the contrary either
by his statements or his silence
or by both, lead plaintiffs to
believe that said King had
made a proper disposition of
said check, and allowed said
King to continue thereafter
to obtain from plaintiffs for
the building described in the
petition, other and additional
materials, and under such
belief plaintiffs continued to
furnish for said building on
the order of said King such
other and additional materials,
then the defendant Harlow is
estopped from claiming the

proceeds of said check as a
credit on the account here
due on

Shelby & Gamahl

King, Vickery & Harlow

Instruction

n. 2

for plaintiffs

5

If the Court believe and finds from the evidence that plaintiffs furnished for the building described in their petition, the materials in said petition specified - that the last item thereof was delivered by them on the 11th day of February 1874 and that on said day their demand therefor accrued - that within four months thereafter, they filed with the clerk of the Circuit Court of Jefferson County, the lien papers shown in evidence by them, and that prior to filing said lien papers they caused ~~to~~ the defendant Harlow to be personally served with the written notice of their claim here read in evidence, then they are entitled to a lien upon said building and the lot of ground upon which it stands to the extent of one acre to secure to them payment for said materials, unless prior to the 5th day of June 1874 they were paid in full for said materials, or money on account thereof for which they have rightfully filed to give credit.

Given

And the Court further in-
strues that a failure, if any,
by plaintiffs to give all the
credits to which the defendants
or either of them, were entitled,
does not per se avoid their
claim, if such failure was un-
intentional on their part.

Thibault & Ganahl
vs.

Instruction

22

- 6 King & King Harlow for plaintiffs
If Harlow, Gilson & Co drew their
firm checks dated respectively the 10th of
January and 4th of February, payable to
Thibault & Ganahl, and did not deliver the same
to them, but delivered them to the defendant
King to be by him delivered to said Thibault
& Ganahl, then said Harlow, Gilson & Co
constituted said King their agent in
the premises and are bound by his
declarations and statements to said
Thibault & Ganahl concerning said checks
and the application to be made of the
proceeds thereof while delivering the
same to Thibault & Ganahl

Given

Flitz & Ganohl Plaintiffs

King and McKenney and
N.B. Norlow

In the Superior Circuit Court.
May Term 1875.

And come said Defendant
and move the Court to set aside the
verdict and judgment rendered
herein and grant them a new trial
for the following reasons.

1. Because the Court admitted im-
proper and incompetent evidence
on the part of the Plaintiffs against
the objections of Defendant.
2. Because the Court excluded
proper and competent evidence of-
fered by Defendant.
3. Because the Court refused proper
instructions asked for by Defendant.
4. Because the Court gave improper
instructions asked for by Plaintiffs.
5. Because the finding of judgment
should have been for Defendant
instead of Plaintiffs.

John L. Thomas & Bro
Attys for Defendants.

Fritz Hancock
2

A.B. Worlowe et al

Motion for a New
Trial

Filed May 20th 1875
C. H. Osborne
Clerk

Wright & Ganahl, - Plffs,	}	In Circuit Court Jefferson County
vs. Harlow, King, & Vickery, - Dfts		

The Plaintiffs move the court
to re-tase the costs, assessed at the January Term
1875, against the Plaintiffs, for the following reasons,

- 1- Because the costs of Henry R. Arman,
and James Conder, amounting to \$5.30
are illegal, as law does not then fees
for serving subpoenas, they not being
officers. \$ 5.30
- 2- The services of J. B. Nix, for serving sum-
mons, is not a part of the costs of said term, \$ 0.00

\$ 5.30

The Plaintiffs therefore move the
Court to strike out such charges
as illegal

Laughlin & Green
Attys for Plffs

Hertz & Ganahl
vs,

Hard Low & Others

Motion

to Re-Tax Costs

Filed May 21 1885

Wm. H. H. H. H.

Clerk

John P. Fleitz and John J. Ganahl
partners in trade under the firm
name of Fleitz and Ganahl Plaintiffs
against

George E. King and Henry Vickery
and Noah B. Harlow Defendants

In The Circuit Court of
Jefferson County Missouri
May Term A.D. 1875

Be it remembered that on the trial
of the above cause, The Plaintiffs
to sustain the issues on their part
introduced the following evidence
first John J. Ganahl testified as
follows. I am a lumber merchant doing
business in St Louis. I am one of the
firm of Fleitz and Ganahl, I attended
to the business in St Louis, I sold
the bill of lumber to King and Vickery
to build the Harlow Hotel, and knew
King and Vickery for a year before
I sold them this bill, I know Harlow
and I know the Hotel ^{in Kirksville,} I furnished the
lumber for the Hotel, all of the
items in the bill sued on were
furnished ^{by the firm of Fleitz & Ganahl on the date mentioned} and were worth the prices
^{in the bill on file, and here shown as follows & not} charged, the whole bill amounts to

✓

Two hundred & sixty nine dollars,
Messrs King and Vickery paid on
The bill the sum of Two hundred
and fifty dollars as shown on the
bill, the balance of the bill is
yet due and amounts to one
thousand and nineteen & ⁰⁸/₁₀₀ dollars

The whole bill of lumber, as shown by the bill on file, was
furnished by our firm of Fleitz & Ganahl for, and used
in the construction of the Harlow Hotel, in Kimmswick.
The last item was furnished on the last date
mentioned in the bill viz on the day of
1874 and on that day our demand accrued.

Crop examined by defendant, A.B. Harlow
(a check dated Jan'y 10th 1874 payable
to Messrs Fleitz & Ganahl for five hundred
dollars and signed by Harlow, Gelston & Co. &
Endorsed by by Fleitz & Ganahl here
shown witness) I received this check
and got the money on it. (another
check dated Feb'y 4th 1874 payable
to Messrs Fleitz and Ganahl for five
hundred dollars and signed by Harlow
Gelston & Co. & Endorsed by Fleitz
and Ganahl here shown witness)
I received this check and got
the money on it. ^{Geo. E.} King brought the
check dated Jan'y 10th 1874 and I gave
him his and ~~King's~~ Vickery's note
^{are the firm of Fleitz & Ganahl}
for four hundred dollars, and
gave him one hundred dollars in

for the check. This was what he said he had
in cash, ^{brought for the check for} Geo. E. King brought me
the check dated Feb'y 4th 1874 and
told me to credit this bill with
two hundred & fifty dollars and
give him the balance in cash and ^{paid some} ~~some~~ ^{of the money} ~~back~~
I did so and ^{gave him} ~~gave him~~ ^{two hundred and fifty dollars}
A. T. Harlow came to me after ~~I got~~
~~these checks~~ ^{this} and asked me how
much was paid on this bill ^{of lumber} &
I told him two hundred and fifty
dollars and he asked me if
I had not got two checks for
five hundred dollars ^{from his firm} each &
I told him I had ^{received from King two checks signed} and also told
him how I had applied them, ^{and that King had "so decided"}
and he made no objection. This was some time before the
I did not tell A. T. Harlow that it
did not matter as King and Vickery
were good. ^{Some time after this} King gave me an order
on A. T. Harlow for the balance of
the bill, ^{amounting to seven hundred dollars} -
I do not remember of saying
to A. T. Harlow there would be no trouble
about this bill; I ^{may} ~~might~~ have said that
~~it would be all right~~ ^{it would be all right}
~~there would be no trouble~~ King did
not told me ^{he had the checks made payable to order for his own convenience} how he got the checks
intending they ^{may} ~~in~~ ^{should} have been paid - I then
just said he wanted this bill credited with
two hundred and fifty dollars, ^{the note of King & Vickery for \$400.00 that King took up was not}
this note was given in the fall of 1874 and was not
recognized as a note until Jan'y 1875.

He did not know these checks were intended for payments on the Harlow Hotel bill

King said he had the first check made payable to us for his own convenience. - We had had transactions with ~~A. J.~~ Harlow Gelston & Co. before this. ^{They had paid no other bills until this check but were never indebted to us.} When A. J. Harlow came to our office, he never claimed to have made these two checks for payments on the Harlow Hotel Lumber Bill. I told him we were still shipping lumber to Kinnawick for the Harlow Hotel. We shipped three hundred dollars worth of lumber after this, no claim entered by A. J. Harlow or H. B. Harlow was made to us that the entire proceeds of these checks should have been applied to the payment of this bill until long after the bulk of the lumber had been delivered - If King had done so even though he had stopped shipping lumber and the controversy come up at once - I suppose after A. J. Harlow came to us & we were heard from we would have had our made of the proceeds of the checks that all parties were satisfied and accordingly kept shipping lumber as it was ordered -

Henry Vickery sworn says, I am a member of the firm of King and Vickery, we built ^{the} Harlow Hotel we worked on it from January to April 1874, we got the lumber from Klitz and Ganahl, - and all of the lumber stated in this Bill went into the Harlow Hotel building. The Bill is correct, - The Hotel is correctly described in the petition. It stands on the lot described in the petition -

lamps Examined by defendant. He put 26 doors in the building four-panel doors, the price is stated in the bill sued on the price of the doors from \$2.75 to \$3.00, we used five or six pair of blinds in the building, there was beaded partition stuff used in the porch floors, did not ceil the porch with it, This beaded partition was 1/8 inch thick used it in the upper and lower porch floor. The porch was ten feet wide, and Three hundred feet long would take 3750 feet besides the waste to lay this floor. None of this bill of lumber was used in other buildings, I did not sell any lumber to Crews, I sold enough to make a good fire two or three nights, I did not sell any of this lumber to Judge

waste

^

new comb, neither I or my sold any of this
lumber to John Sheppard, we did not
build a stable out of this lumber, we
did build a stable but not out of
this lumber, we got the lumber from
^{but it did not come down with the Harlow lumber}
Heitz & Gansahl to build the stable, did
not build a porch for Panschenbach
out of this lumber, did not sell any
of the lumber off of the cars before
it was unloaded, I don't remember how
many doors ^{came} from Lesley Garnetts o/c. (a
bill from Lesley Garnett o/c dated

187) There is 24 doors on
this bill and they all went into the
Hotel except one that got damaged
~~we~~ Harlow paid this bill on our
order,

Plaintiffs offered to read in evidence a notice ~~to~~ to N.B. Harlow dated the 13th day of May 1874 signed by John P. Kleitz and John J. Gonsale composing the firm of Kleitz and Gonsale per Henry D. Laughlin their atty ^{which said notice is as follows;} (here copy same) to the reading of which the defendant objected 1st because said notice was not signed by said firm or either of said firm of Kleitz and Gonsale or their agent as required by law, The Court overruled said objection and permitted Plaintiffs to read the same, to which action of the Court in overruling said objection the defendant at the time excepted, Some error of this nature was admitted -

Plaintiffs then offered to read in evidence the lien filed by them in the Circuit Clerk's office of Jefferson Co. Mo. on the 5th day of June 1874, to the reading of which the defendants at the time objected for the following reasons to wit, 1st Because the acre is not described in said lien ~~and~~ 2nd Because said land is situated in the Country and there is no attempt to describe the land on which the bill of sale stands

3rd Because said lien ~~now~~ does not comply with the law ^{because N.B. Harlow being the owner & not liable unless the lien describes the farm and the acre sought to be charged with the lien and this failing to do so is}

to which ruling of the Court
in permitting said plan to be read
in evidence the defendant
N.B. Harlow at the time expected

void & should not be read in evidence, all of which objections ^{the Court}
announced and permitted the same read in evidence ^(here copy same)
N.B. Harlow sworn says ^{as follows, to wit,} ~~The Hotel is~~
and am the owner of Hotel. It is ^{on the} ~~the~~ ^{East} side of Kimmswick, is not
in the incorporation, the Hotel stands
about 200 feet ^{East} from the Rail Road
Track - It is 44 feet wide, and 52 feet in
length, - By measuring from the Rail Road Track
East 280 feet, would reach the East side of the
building, - and measuring 75 feet South would
include the building, by a line 280 feet West
to the Rail Road,

Crop Examined, the contract to build
said Hotel with King & Vickery was in
writing (the contract signed by Geo. E.
King, Henry Vickery & N.B. Harlow

dated the 22^d Dec. 1873 ~~is~~ was here shown witnesses and identified as the one under which the work was done I directed my son A. T. Harlow to pay Gleitz & Ganahl the sum of five hundred dollars at two different times A. T. Harlow is my son & he belongs to the firm of Harlow Gelston & Co King and Vickery were present ~~and~~ ~~the time~~ on the plat-form at the Dept ^{the first time} when I ordered A. T. Harlow to pay Gleitz & Ganahl five hundred dollars but am not certain whether they were present the second time or not, I have measured the house since this suit was brought with John Shepperd, A. T. Harlow, & James Bondor, this memorandum shows the materials used in the ~~House~~ This memorandum was made out by A. T. Harlow in my presence, which memorandum is marked Exhibit "A" (Here the Clerk will copy same)

I am a rough carpenter - don't know any difference between a Carpenter and a builder, My son, A. T. Harlow, is not a Carpenter or builder, We did not measure the scroll work, - Ceiling Plank were used in the building for other purposes than Ceiling - some were used in the porch floor, -

I know of no difference between board measure and surface measure, We allowed twenty per cent for waste age, - made no allowance for the tongue & groove, in our estimate of the amount of lumber in the Hotel, We made a rough guess for all wastage at twenty per cent, There are some boards in the building that could not be seen, to be estimated, - I told my son, A. J. Harlow to pay Fleitz & Ganahl, for their lumber Bill, - but did not tell him to not let King & Vickery have anything to do with it, - I did not think King & Vickery would pay the Bill, I did not go to see Fleitz and Ganahl about the matter,

4
The defendant N. B. Harlow to sustain the issues on his part introduced the following evidence

A. T. Harlow sworn says, I am son of N. B. Harlow, the defendant, I am one of the firm of Harlow, Gelston & Co. I drew the two checks payable to Fleitz & Garohl dated respectively Jan'y 10th 1874 & Feb'y 4th 1874 for \$300⁰⁰ each, at the request of my father to pay Fleitz & Garohl for lumber. ~~Victory~~ was very anxious to get money from me & I would not pay him money but gave the checks payable to Fleitz & Garohl on their order so they would ~~Victory~~ be sure to get them. ~~Victory~~ told me that the money was to pay for the lumber in the Hotel, I took receipts from ~~Victory~~ for the drafts showing that they were in payment for the lumber in Harlow's Hotel. I with father N. B. Harlow, John Shepherd & James Condor measured the Hotel about four months ago, and I made a memorandum at the time showing the amount of lumber used in the House (Exhibit "A" is here shown with us)

I delivered these checks to King I trusted him to carry them.

This is the memorandum made by me
& is correct. The next day after I
gave the last check I went to the
place of business of Messrs Fleitz
& Garohl & I saw John J. Garohl
and asked him how much
had been paid on the lumber
bill for Harlow's Hotel and
he told me two hundred and
fifty dollars. I then asked him
if he had not received two checks
for five hundred dollars from
Harlow, Gelston & Co., & he said he
had but had not credited but
two hundred and fifty dollars
of them on the lumber bill & then
I told him those checks were in-
tended for that bill, and he
said there would be no trouble
about it as King & Vickery were
good, a collector of Fleitz & Garohl
brought an order to our house for
I think \$300⁰⁰ which he said was the
balance of the lumber bill.

4

Defendant here read in evidence the check drawn by Harlow Gelston & Co in favor of Flötz & Ganahl & Endorsed by them, dated Jan'y 10th 1874 for \$500⁰⁰ (here copy same with endorsements) Defendant then read in evidence the check drawn by Harlow Gelston & Co. in favor of Flötz & Ganahl & endorsed by them dated Feby 4th 1874 for \$500⁰⁰ (Here copy same & the endorsements thereon) Defendant then read in evidence the contract with him & King & Vickory for building the Hotel dated the 22nd Dec. 1873 and marked exhibit "B" "A. S. L. Refere" (here copy same)

Cross examined, - I did not make the checks payable to Flötz and Ganahl on account of the Harlow-lumber bill, because the Bank would not pay them then, without showing that they had been applied on that Bill. King and Vickory gave a Receipt for these checks, -

John Sheppard sworn says I examined & measured Harlows Hotel with, A. B. Harlow & A. T. Harlow & John Conder, I found 27 doors 11 Pr. window blinds in the House - King & Dickery sold me lumber at Kimmiswick during the building of the Harlow Hotel

They sold me 150 feet siding, 100 feet yellow pine planks never saw any one else get any lumber

Thomas the sworn says I got lumber
from King & Vickery at Kimmuswick
while they were building the Harlow
Hotel,

I got from them 210 feet flooring, 1 door frame
1 new window frame - got enough ceiling
to ceil a room, 16 X 17 over head, 6 joists
16 feet long, I got a lot of rough ^{inch} lumber
got some siding cant say how much
got between 3000 & 4000 shingles & a lot
of short pieces, There was Three
wagon loads in all, it was good
lumber

Plaintiffs in rebuttal offered the following evidence Henry Vickery recalled says, I asked him what he thought the lumber he got of me was worth, he said about \$40, — I said, if you swear that, you will swear false, — He got some lumber about a month before we made the con-
tract with Harlow, in anticipation of the con-
tract which had been assured to us,

Cross Examined by defendant, I did not give Harlow, Gelston, two receipts for these checks for \$300.⁰⁰ each specifying that they were to go to Heitz and Ganohle for the Harlow Hotel ~~bill~~ lumber bill, I got the second check in the afternoon

John J. Ganahl, - says, A. J. Harlow did not
say to me, you have \$1000, on your lumber
Bill, - He said the two checks were intended
for that lumber, - I did not say to him
it would be all right, - I reckon King
and Vickery were all right, - I got an
order from King on Harlow, Gelston & Co,
for seven hundred dollars, - but they failed
to pay it, —

J. W. Scharlott. Collector for Fleitz
 and Ganahl sworn says, I know Harlow
 Belston & Co, I took an order on
 them drawn by King & Vickery to
 Fleitz & Ganahl for between \$700 & \$750.
 I never took one to them for \$300.
 He, ~~Says~~ Harlow, said he would not pay
 this order (for \$750) till he saw his father

And this was all the evidence introduced by both parties. Plaintiffs then asked the Court to give the following instructions viz: (The Clerk will here copy instructions Nos 1, 2, 3, 4, 5 & 6 as prayed by Plaintiffs) of which the Court gave those numbered # 1, 2, 5 & 6 to the giving of which Defendant Harlow at the time accepted and the Court refused to give those numbered # 3 & 4 to which Plaintiffs at the time accepted. And the Defendant Harlow asked the Court to give the following instructions viz: (The Clerk will here copy instructions Nos 1, 2, 3, 4, 5 & 6 as prayed by Defendant) of which the Court gave those numbered 1, 3, 5 & 6 to the giving of which Plaintiffs at the time accepted and the Court refused to give instructions numbered 2 and 4 as prayed by Defendant Harlow to which action of the Court Defendant Harlow at the time accepted. The Court then gave judgment for Plaintiffs. And on the 20th day of May 1875 Defendant Harlow

filed his motion for a new trial or
follow up: (The clerk will here
copy same) which motion the
Court overruled to which action
of the Court depends ^{thereof} at
the time & place where under
this his bill of exceptions and
says that it may be signed sealed
and made a part of the record
in this cause which is accord-
ingly done.

Ernest Robinson Judge ^{Pres}
2d Circuit holding the
Jefferson County Circuit Court
by request of Hon S F
Drinking Judge 2d Circuit

Wm. F. General

21

A. B. MacLanahan
al.

Bill of Acceptance

"Filed January 11th 1897"

Filed May 21st 1896

Le. Tho. Waring

J. H. C. Clerk

Langhorne

acq. 125

repp. 4

Kimmewick Mo
Nov 14th 1878

C. T. Horine Esq
Dr Sir:

Please make out and send to me a certified transcript of the following papers in the Case of Fleitz & Ganahl vs King Vickery and Harlow, which was instituted at Sept Term 1874.

namely: 1st copy of the mechanics lien if filed by Fleitz and Ganahl.

2nd copy of the petition in the case

3rd copy of Harlows answer

4th copy of plaintiffs replication

5th " Default against King & Vickery

6th " the judgment rendered in the case against King & Vickery and Harlows

Hotel property

7th copy of the execution issued in the case together with the Sheriffs return thereon

This transcript is for the use of Mr N. B. Harlow and he will pay you for it without delay. Send it to me before 19th Nov & oblige

Yrs Truly
Edw Branch Cowan

Drawn for
Harlow

6300 words of
@ 10¢ 6.30

Per 30

Postage 30
7.10

\$5.50

///

Wm. W. Horne Esq
Sturminster Newton 16th - 1878

Dr Sir: Yours recd. Yes, send
copy of the petition on which the case
was tried by the court, also send
only the copy of the answer of Warlow
on which it was finally tried, also send
~~an~~ include in your transcript The entry
of appearance by King & Vickery, which

if I remember right, they made; but filed
no answer and made no defence
whatever.

In haste Yrs Truly

Edw Branch Leonard

P.S. If the record does not state that
King & Vickery filed no answer, & such
is the fact, please state so in transcript

No. 309

St. Louis, Mo. Feby 4

1874

Franklin Savings Institution



Pay to

Heily & Garrahl on order

Five Hundred

Dollars

\$ 500.00

Charles Helston & Co

Heitz Ganay

Wm Kossak
Esq



No. 12

St. Louis, Mo.

1874

Franklin Savings Institution

Pay to

Mrs. Emily T. Mable or order

Five Hundred

Dollars

\$500.00

Harlow Helton & Co



Heitz & Ganare
per Kossek
Cas





St. Louis, *Febr 6th* 1874

RECEIVED, in good Order, from

FLEITZ & GANAHL,

DEALERS IN

Lumber, Lath, Shingles, Sash, Doors and Blinds, &c.,

OFFICES & YARDS: 1320 Jackson Street and Carondelet Avenue, between Allen and Russell Avenues.

For *King & Vickery*
Kennett Mo
At *J. M. R. R.*

MARKS.

ARTICLES.

✓ 3

1 Car Lumber
J. Caraker

1040



St. Louis, *Feb 11* 187*4*

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For

King and Vickery

At

L. M. R. A.

MARKS.

ARTICLES.

K
150

500 ft of lumber
(33 Bundles)
J. Baraker



St. Louis, th *Feb* 4 1874

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DEALERS IN

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For *Geo. E. King*

Kimmowick Mo

At *I. M. R. R.*

MARKS.

ARTICLES.

K.

1800 ft dress flooring

82 Bundles

✓

J. Baraker

2000

shippers account



St. Louis, *January 28* 1874

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For *King and Weckert*
Kennsweck Me
At *S. M. R. R.*

MARKS.

ARTICLES.

K.
M.
✓

600 ft Rough Lumber 20 pcs

5 M Shingles 20 Bells

154

A. Baraker



St. Louis, *January 23 1874*

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For *Geo. E. King*

Kimmswick Mo.

At *S. M. R. R.*

MARKS.

ARTICLES.

1 Car Lumber

1116

J. Barstow



St. Louis, *Aug 6* 187*7*

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For

King and Vickrey
Knives and Co

At

S. H. R. R.

MARKS.

ARTICLES.

[Handwritten mark]

1000 ft Lumber
(8 ft)

J. Barker

214





St. Louis, *Mo* *January 5* 1874

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For *Geo. E. King & Veale*
Kimmswick Mo
At *J. M. R. R.*

MARKS.

ARTICLES.

1 Car Lumber

X 278

1 Car Lumber



2280
2282
2284
2286
2288
2290
2292
2294
2296
2298
2300

St. Louis,

Dec 31 1879

RECEIVED, in good Order, from

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For

J. C. King & Son
Pittsboro N.C.
L. H. A. R.

At

MARKS.

ARTICLES.

✓ 720

1 Oak Lumber

1327

J. Barakat



St. Louis, ⁱⁿ Dec 24 1873

RECEIVED, in good Order, from

FLEITZ & GANAHL,

DEALERS IN

Lumber, Lath, Shingles, Sash, Doors and Blinds, &c.,

OFFICES & YARDS: 1320 Jackson Street and Carondelet Avenue, between Allen and Russell Avenues.

For *Geo. E. King & Vickery*
Kimmswick Mo
At *S. M. R. R.*

MARKS.

ARTICLES.

✓
1 Car Lumber

1140

J. Baraker



St. Louis, *Dec 4* 187*3*

RECEIVED, in good Order, from

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DEALERS IN

Lumber, Lath, Shingles, Sash, Doors and Blinds, &c.,

OFFICES & YARDS: 1320 Jackson Street and Carondelet Avenue, between Allen and Russell Avenues.

For *Geo. E. King*

Rimmswick Mo

At *J. M. R. R.*

MARKS.

ARTICLES.

K.

150 ft dress boards (11. Bds)
100 ft dress Siding (3 Bds)

LEWIS



St. Louis, *Nov 24* ^{to} 1873

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FLEITZ & GANAHL,

DEALERS IN

Lumber, Lath, Shingles, Sash, Doors and Blinds, &c.,

OFFICES & YARDS: 1320 Jackson Street and Carondelet Avenue, between Allen and Russell Avenues.

For *E. E. King*

Kennett Mo

At *J. M. R. R.*

MARKS.

ARTICLES.

10 pair Blinds *3 Bundle*

Duplicate



St. Louis, *Nov 20 1873*

RECEIVED, in good Order, from

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DEALERS IN

Lumber, Lath, Shingles, Sash, Doors and Blinds, &c.,

OFFICES & YARDS: 1320 Jackson Street and Carondelet Avenue, between Allen and Russell Avenues.

For

At

MARKS.

ARTICLES.

K

250 ft duns Lumber

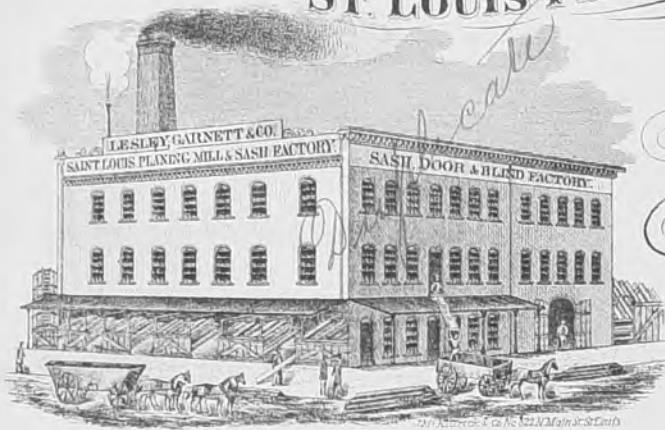
7 Bundles

300 . "

24 Bundles

11 Doors

ST. LOUIS PLANING MILL, SASH DOOR & BLIND FACTORY,



St. Louis, 1874
Messrs King & Vickery for N. B. Harlow
BOUGHT OF
Lesley Garnett & Co.
 Office 124 Olive St. opposite Olive St Hotel.
 Factory Cor. 7th & Mullanphy Sts.

Jan'y 13	220 ft Cornice	100	220	
	300 " Deck mouldg	5	10	
	216 " 4 in Crown mouldg	6 1/2	14 04	
17	132 Sawn Balusters No 12	15	19 80	
13	36 foot scrolls for dormers	20	7 20	
	40 foot corner bead	9	3 60	
3	12 Balusters 1 3/4 No 10	15	1 80	
17	180 Sawn Balusters No 12	"	27	
	6r		3 03 44	
Jan'y 12	By Cash		100	203 44
17	20 Ins. Transom frames 2' 6" 10	5.00	100	
	20 Doors 1 3/8 DR "			
	20 Transoms 14 in			
	4 Doors 3x7 1 3/8 L W 12. 00 12.	4.95	19 80	
	20 pcs 6x6-14 dressed 46 good 840 ft	1.55	31	
	5 pr Blinds 10/4 1 3/8 St	2.95	14 75	165 55
Feb 5	24 Balls 4 in diam, with pin	20	4 80	
	400 ft Angle bead	2 1/2	10	14 80
	161 Balusters 1 3/4 Oct		4 3 47	
	36 Stair brackets		2 52	
	27 ft lin 50		2 70	
	63 ft Rail No 3 cut	22 1/2	14 18	
	1 pc Walnut 4x12-8 0 32	12 1/2	3 84	
	1 Newel + cap		18	84 71
				468 50

Feb'y 4th Settled by draft on N B Harlow Esq
 Lesley Garnett & Co
 for Louisa

5200

5840

960
31

960

1040

2000

48

3360

667

21

1334

333

3

1667

15
5 per 1000

15
24000

116256
348750
293343
55357

garnish Bill
\$468.01

No. 3883

Circuit Court.

Term, 18

Fleitz & Granahl

vs.

Harlow, King &
Vickery

Judgment, - - \$

Date 18

Fee Book No. Page

Judge's Docket, Page

Plaintiff's Atty.

ATTORNEYS: Exercise care and return promptly.

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