

Jefferson County Circuit Court

Box

35

Folder 29

Case files - Civil

April 1876, NO. 72

State ex rel

Partney, Lewis, grd
Partney, Augustus T.

VS

Frost, Edmund F.

Brown, Thompson

Guardian's bond

Plaintiff due \$70.70 as heir of
Amiable Partney

The State of Missouri
to the use of Augustus
J. Partney By Louis
Partney his Guardian, Plaintiff
against
Edmond F. Frosh &
Thompson Brown Defendants

In the circuit court of
Jefferson County Missouri
Plaintiff states that-in the Year 1864
Augustus J. Partney was & yet-is a
minor under twenty one years of age
that-at the May Term 1864 of the
County Court of Jefferson County
Missouri Sarah A. E. Partney was
by said County Court (both said
~~Augustus J.~~ Sarah A. E.
Partney and said Augustus J.
Partney then residing in said County)
appointed Guardian of the person
and Estate of said Augustus J.
Partney and on the second day of
May 1864 Heuted a Bond to the
State of Missouri in which she
said Sarah A. E. Partney was principal
and defendants Edmond F. Frosh and
Thompson Brown were her securities
to and for the use of said Augustus J.

Partney in the penal sum of one
Hundred Dollars a copy of which
is filed herewith the original being
on file in the office of the Court
having Probate jurisdiction in said
County by the Terms of which Bond
said Guardian and defendants as
her securities acknowledged them-
selves bound unto the State of
Missouri to & for the use of said
Augustus T. Partney in said penal
sum of one Hundred dollars upon
the conditions as specified in the
said Bond, To wit that said Sarah
A. C. Partney as Guardian of said
Augustus T. Partney should well,
Truly and faithfully discharge
her duties as such Guardian
according to Law which Bond
was duly filed in said County
Court and by it approved and
Plaintiff avers that said Sarah
A. C. Partney did not faithfully
well, Truly and faithfully disch=
-arge her duties as such Guardian
of Augustus T. Partney but committed
a breach of the same in this Court,
She received moneys belonging to her
said ward which she did not charge

her self with or account for that is
 to say she received from E. F. Frost
 administrator of Amiable Partney
 deceased the father of said
 Augustus J. Partney moneys
 belonging to her said ward, viz,
 on April 6th 1866 she received \$5.00

" March 5 th 1865	" "	20.00
" Jan'y 17 th 1866	" "	11.66 $\frac{2}{3}$
" Oct. 7 th 1865	" "	15.00
" April 5 th 1866	" "	32.85
" Dec 13 th 1864	" "	11.66 $\frac{2}{3}$
" Oct 31 st 1864	" "	8.33 $\frac{1}{3}$
" April 5 th 1866	" "	5.00
" Jan'y. 29 th 1868	" "	39.66
" July 17 th 1867	" "	25.00
		<u>\$174.17 $\frac{2}{3}$</u>

in addition to which she
 received back pay and
 Bounty money from the
 United States inherited by
 said Augustus J. Partney
 on account of the death
 in the army of Wm. A. Partney
 Partney his brother
 amounting

Forwarded

\$122.50
<u>\$296.67 $\frac{2}{3}$</u>

She also received the
Amount brought forward \$296.67 $\frac{2}{3}$
She also received interest
on money of her said ward
at loan amounting to 13.25
She also rented the farm
belonging to the Estate of
said Amiable partner for
years 1867 & 1868 in her
capacity as Guardian in
which said Augustus T.
owned the one fourth interest
& received therefor \$120.00
of which her said ward was
entitled to one fourth being 30.00
making the amount received by her \$339.92 $\frac{2}{3}$

Plaintiffs states that she made
four annual settlements of her
accounts as such Guardian
in the County Court of said County
the first in January 1866 and the
last in April ~~1866~~ 1870, and
that in all said settlements she
only charged herself with the
aggregate sum of \$269.22 as
having been received by her
from all said sources making the

the sum of seventy & $\frac{70}{100}$ Dollars
(\$70.70) which she failed to charge
against her self in her said settle-
ments of cash actually received by
her in her capacity as Guardian
of said Augustus T. Martney, as
regards said rents she did not
charge her self with any part thereof
and charged her self with ~~\$2~~ forty & $\frac{70}{100}$
Dollars, ^{less} on account of money which
was received by her from said
Frost & the ~~United~~ United States ~~less~~
than she received from said sources
making said sum of seventy & $\frac{70}{100}$
Dollars which she received belonging
to her said ward which she wholly
failed to charge against her self in
her settlements made in said County
Court of her said ward's Estate
or in anywise to account for
and which is not therefore or any
any of it embraced in the balance
which appears due by her to her
said ward in her last settlement
of her said ward's Estate made in
said County Court, Plaintiff
states that said Sarah A. E. Martney
ceased to be Guardian of said

Augustus J. Partney in December 1868 by reason of her marriage and that in the Year 1870 Louis

Partney was by the County Court of said County appointed such Guardian and gave Bond and Qualified as such and is still such Guardian Plaintiff

avers that by reason of the breach of said Bond aforesaid Plaintiff is entitled to recover from defendants said sum of Seventy & $\frac{70}{100}$ Dollars with interest at six per cent thereon from the time it was received by said Sarah A. E. Partney as aforesaid which has been over seven years the interest being Twenty nine & $\frac{68}{100}$

Dollars & principal and interest aggregating one Hundred Dollars & $\frac{30}{100}$ less 38 cents which is in excess of the penalty of said Bond, wherefore Plaintiff prays the court to render judgment declaring said said Bond forfeited and to award judgment against defendants for the penalty thereof, to wit, one Hundred Dollars and to enforce the same by execution in that sum to be paid to said Louis Partney Guardian of said Augustus J. Partney and for other proper relief

Jo: Williams
Attorney for Plaintiff

72

The State to the
use of any writs
J. Jarmey by
Louis Jarmey
Guardian
vs

Edmond F. Frost &
Thompson Brown Depts
Action on Guardians
Bond

original

Filed April 22 1876
C. H. H. H. H.
Clerk

We voluntarily appear to the
within action and waive the
necessity of the issuance of
any writ or writs of summons
in this action and waive the
service of such writs upon
us April 22nd 1876

Edmond F. Frost
Thompson Brown Depts
for Sam Byrne
Their attorney