

Jefferson County Circuit Court

Box 37 Folder 1

Case files - Civil

January 1877, NO. 38

Coffin, J. B.

Coffin, Martha

vs

Vineyard, C. W. S.

Vineyard, Charles

Pend Bond

Bond for payment of \$800

Know all men by these presents; That
We Dr L. L. James of the Town of Victoria
County of Jefferson and State of Missouri as
Principal and James C. W. Wingard & Charles Wingard of the
Town of Victoria County of Jefferson State of
Missouri as security are held and firmly
bound unto J. B. Coffey and Martha Coffey
his wife in the sum of Eight Hundred
Dollars to be paid to the said J. B. Coffey
and Martha his wife their heirs executors
administrators and assigns, to the payment
whereof we bind ourselves and our respective
heirs, sealed with our seals and dated this
13th day of June 1876

Dr. L. L. James.

L. James

James C. W. Wingard
Charles Wingard

Seal

Seal

Seal

Seal

The condition of this obligation is such
that if I, the said Dr L. L. James shall pay
to J. B. Coffey and Martha his wife Eight
Hundred Dollars in manner following;
namely; One Hundred and Twenty Dollars.
on the fifteenth day of September, and
One Hundred and Twenty Dollars on the
fifteenth day of December AD 1876 and
One Hundred and Twenty Dollars on the
fifteenth day of March, and One
Hundred and Twenty Dollars on the

fifteenth day of June and One Hundred
and Twenty Dollars on the fifteenth day of
September and One Hundred and Twenty
Dollars on the fifteenth day of December
1877 and Eighty Dollars on the fifteenth
day of February 1878. Then this Bond
shall be void, otherwise to remain in
full force

Bond of D. H. Jones

17

W. B. Coffey and
Martha Coffey

J. B. Coffin and Martha
Coffin Plaintiffs
vs
C. W. S. Vineyard and
Charles Vineyard
Defendants

In the Circuit Court
of Jefferson County Mo
Jan. Term 1877.

Plaintiffs state that Dr. L. L. James as principal and L. James C. W. S. Vineyard and Charles Vineyard as sureties by their bond dated the 13th day of June 1876 herewith filed and prayed to be taken as a part of this petition bound themselves, their heirs, executors and administrators to pay Plaintiffs the sum of eight hundred dollars upon the condition thereunder written that is to say - That if the said Dr. L. L. James shall pay to said J. B. Coffin and Martha his wife eight hundred dollars in manner following namely - one hundred and twenty dollars on the ^{fifteenth} day of September

and one hundred and twenty dollars on the fifteenth day of December A.D. 1876 and one hundred and twenty dollars on the fifteenth day of March and one hundred and twenty dollars on the fifteenth day of June and one hundred and twenty dollars on the fifteenth day of September and one hundred and twenty dollars on the fifteenth day of December 1877 and eighty dollars on the fifteenth day of February 1878, then this bond shall be void, otherwise to remain in full force.

Plaintiffs state that they are husband and wife and Defendants are the same persons who signed said bond as sureties thereto.

Plaintiffs further state that said Dr. L. L. James has committed the following breaches of said bond.

1. He failed and still fails to pay ~~the~~ to Plaintiffs the said one hundred and twenty dollars which he was required ^{by said bond} to pay to them on the 15th day of September 1876

but the same still remains due
and unpaid. 2. He failed and
still fails to pay to Plaintiffs the
one hundred and twenty dollars
which he was required by said bond
to pay them on the 15th day of De-
cember 1876 but the same remains
due and unpaid. By reason
of said breach of said bond
the same has become forfeited
and the condition hereunder
written ~~broken~~ and said Defen-
dants by reason thereof have
become liable on said bond
to pay Plaintiffs the sum
of Two hundred and forty dollars
and the interest thereon.
Wherefore they pray the Court
to declare said bond forfeited
to render judgment against
Defendants for ~~Eight~~ hun-
dred dollars the penalty thereof
to be satisfied by the payment
of said Two hundred and forty
dollars interest & the cost of
this suit and for the payment
of which Plaintiffs pray the
Court to award them a special

attention for the same.

John H. Adams Esq
Atty for Plaintiff

J. B. Coffin Secy

E. W. & Vineyard
& Charles Vineyard

Petition on Petrol
Bond

Filed Dec 21 1876
O. H. Adams
Clerk

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 *Le M. S. Vineyard*
and Charles Vineyard

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 *January* *next, then and there to*
answer unto

J. B. Coffin and Martha Coffin

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

Witness, C. THO. HORINE, Clerk of our said
Circuit Court, with the seal thereof hereunto af-
fixed, at office in Hillsboro, this *21st* day
of *December*, A. D., 187*6*

C. Tho. Horine, Clerk Circuit Court.

4521
No 38

RETURNABLE
TO
JEFFERSON CIRCUIT COURT.

January TERM, 1877.

J B Coffin
Martha Coffin

vs
Edmund and
Charles Vineyard

Original
John Williams
Sherriff fee \$2.00

I Executed the Within Writ in Jefferson County
Mo on the 23rd Day of December 1876 by
Delivering to C. W. S. Vineyard. True copy of this
Writ and Petition and ^{on} Charles Vineyard by
Leaving a true copy of this Writ at his usual
Place of abode With a member of his family over
the age of fifteen years

John Williams
Sherriff

J. B. Koffen Gwile, In the
vs
C. W. Vinyard } Circuit Court
 & others } of Jefferson
 Co. Mo.
Defendant C. W. S. Vinyard
comes & moves the Court to
rule plaintiffs to give security
for costs

Because they are insolvent
and not able to pay cost
Williams
Attorney for ~~plaintiff~~
Defendant
C. W. S. Vinyard

J. B. Coffin
et al
vs

LeW. Wingard
et al

Motion for
security for
cost

Filed January 11th, 1877

C. Ho. Harris clk

Joseph B. Coffin & others Plaintiffs }

against

C. H. P. Vinyard & others

We agree to pay
all the costs that have accrued
or may accrue in the
above cause

January 12th 1877 James D. Smith Secy

L. D. Abheraft Secy

Approved February 10th 1877

C. H. Hering

Clerk Circuit Court

J Boppin
C. W. S. Vineyard
etal

Bond for Cart

Filed Feb'y 10 1877
C. H. W. W. W. W.
Clerk

J. B. Coffen &
Martha Coffen, Plaintiffs

v
C. W. S. Vinyard &
Charles Vinyard. Defendants

In the
Circuit
Court
of Jefferson
County
Missouri

Now at this day come the defendants and for answer to the Petition of Plaintiffs state that that it is not true as stated in the petition of Plaintiffs that Dr L. C. James the Principal in the Bond filed with the said Petition made breaches of said Bond as charged in said Petition and deny that said James failed or refused and still fails & refuses to pay to Plaintiffs the one Hundred and Twenty Dollars which he was bound by said Bond to pay to them on the 15th day of September 1876 and deny that the same is still due Plaintiffs and unpaid and Defendants deny that said Dr L. C. James failed and still fails to pay to Plaintiffs the one Hundred and Twenty Dollars which he was required

by said Bond to pay the Plaintiffs
on the 15th day of December 1876
and defendants deny that any
such sum remains or is due
to plaintiffs by defendants by
reason of or upon said Bond
and defendants deny that by reason
of any such Breaches the said
Bond has become forfeited or the
Condition thereunder written broken
and defendants deny that they have
by reason of any such breach
or breaches of said Bond or any
Breach thereof become liable to
pay plaintiffs either the sum of
Two hundred & forty dollars or
any part thereof or any interest
thereon and deny that plaintiffs
are entitled to any judgment
against defendants for any sum
by reason of said Bond or any
Breach thereof.

Defendants say that said
Bond or paper which is filed
with plaintiffs ~~De~~ petition and
by plaintiffs styled a Bond & sued
on in this case was given for
^{a house in Victoria referred to as the Victoria Hotel}
rent of the Victoria Hotel, which said
J. B. Cobben had rented to said
Dr. L. L. James for a term of twenty

Months beginning ~~June~~ on June 15th
1876 at forty Dollars per month
and Defendants say that at the
end of three months and ~~fifteen~~
fifteen days viz on the 30th day
of September 1876 said J. B. Coffen
acting for himself and his wife
Martha who had however no interest
in either the said Hotel or said Bond
otherwise than being the wife of said
Coffen he owning both the said Hotel
and said pretended Bond & with her
consent took possession of said
Hotel from said Dr. L. L. James he
agreeing to surrender the possession
thereof to him and by mutual consent
of said Dr. L. L. James & said J. B. and
Martha Coffen said lease from said
J. B. & Martha Coffen was cancelled
for the remainder thereof on said 30th
of September 1876 & possession of said
Hotel on that day in pursuance of said
agreement was by said James given
to said J. B. & Martha Coffen ~~so that~~
Defendants aver that the rent
which accrued for the three months
and fifteen days which said James
had possession of said Hotel was
one Hundred and forty Dollars and
~~no~~ no more and defendants aver
that said Dr. L. L. James paid to

plaintiffs on said Rent during
the time he had possession of said
Hotel the following sum which
they agreed to credit on said
~~rent~~ ^{of} one Hundred & forty
Dollars viz Cash at one time, ten
Dollars and also said ~~Dr L. S. James~~
~~gave~~ ^{gave} plaintiffs credit for Twenty
Dollars to said Dr L. S. James upon
said rent ~~on a settlement he had~~
~~with them~~ for a Doctor's Bill which
said J. B. Coffen owed him which
credit was agreed to by Both plaintiffs
& said James also said James delivered
to plaintiffs a cow which they agreed
to take and did take at forty five
Dollars and which sum they agreed to
credit on said Rent making in the
whole seventy five Dollars which
said James & said plaintiffs upon said
rent during the time he had possession
of said Hotel leaving due him fifty
five Dollars and no more and
for which sum said Dr L. S. James
had a full and final settlement
with plaintiffs on or about the 11th
of November 1876 at which time
said James gave to said J. B. Coffen
to whom the rent was due a note
written by said Coffen & made payable
to him individually with the consent

James as Principal with ~~two~~
three personal securities
due in thirty days from its date
which note was for the sum of
about one Hundred and Twenty
four Dollars the same being
given for the said Balance of
Sixty five Dollars due by said
James on said Rent and also for
some other matters which said James
on the day he gave said note owed
or assumed to settle and pay
said J. B. Coffen and Defendants
over that it was agreed between
said Coffen and said James
at the time of the delivery to ~~him~~
said Coffen of said Note that he
was to take and receive said note
and that he did then and there take
said note in full payment and
satisfaction of said balance due
Plaintiffs upon said Rent and in
full payment & satisfaction of
the Bond sued on in this action
& which note said Coffen has also
collected from the makers thereof
and Defendants having answered
fully pray to be discharged with
their costs —————

Joseph Williams
Attorney for Defendants

J. B. Poffen

Chal.

vs

C. W. Vinyard

Chal.

Answer of
Defendants

Filed April 6th 1874

C. W. Vinyard

clerk

STATE OF MISSOURI,
COUNTY OF JEFFERSON.

To

Christopher

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 16th day of May, 1877, 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 J B Coffin et al are ~~is~~ Plaintiff, and Wingard & Wingard are ~~is~~ Defendant, on the part of Plaintiff; and herein you are in no wise to fail.

Witness, C. THO' HORINE, Clerk of our said Court, with the seal thereof hereunto affixed, at office, this 7th day of April, A. D., 1877.

C. Tho Horine
CLERK.

C. L. R. Ewing
+ 26.

Coffin
w
Vinyard : Vinyard

P

Christopher
1-30 out 3.60
16
180
30
480
John Williams
Shiff per 50

1 30
16
180
30
480
125
605

STATE OF MISSOURI,

COUNTY OF JEFFERSON.

To

Robert Richardson

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 16th day of May, 1877, 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 J. D. Coffin, and Martha Coffin are ~~is~~ Plaintiffs, and August and August are ~~is~~ Defendants, on the part of Plaintiffs; 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 12th day of April, A. D., 1877.

Chas. Horine

CLERK.

m 1879

Caffin & Coffin

no

Vinyard & Vinyard

P.

Robert Richardson
1-6 - 1,48

John Williams
Sheniff fee 50

4 Seven the within in 2. Hester County near the
15th Day of May 1879 by hearing the same
to Robert Richardson

John Williams
Sheniff

J.B. Coffin et al

C.M.S. Meigs et al

In the Jefferson Circuit
Court. May Term
1877.

Now at this day come said plain-
tiffs and for replication to the new
motion set up in ~~said petition~~ the
answer of Defendant states that
he denies that L.L. James paid Plaintiff
ten dollars cash at one time, twenty
dollars in doctor's bills or a cow for
forty five dollars, or any other sum
or for any other thing which were
by agreement to be credited on
the debt under the bond made. But
Plaintiff avers that said James was in-
debted to him on other account than said
bond when he paid said ten dollars
for the ~~200~~ doctor bills & \$45.00
for one cow said James gave no direction
upon which indebtedness said Plaintiff
should place said payment or credits
and that they credited said payments
on the ^{other} matter of indebtedness of said
James to Plaintiff and the same
were not credited on the indebtedness

created by said bond nor ought they
to have been ~~credit~~ creditors on the said
bond.

Plaintiffs deny each & every allega-
tion of new matter set up in said replica-
tion.

John L. Mowatt & Co
Attys for Plaintiffs.

J. Blofford et al

vs
C. W. S. Vineyard

et al

Replication

Filed May 19th 1879
C. W. S. Mowatt
Clerk

STATEMENT OF COSTS

In Case of

J. B. Coffin et al

vs.

Chas. Vinyard & Cms. Vinyard

Fees of

C. Tho. Norine

Clerk of

Circuit

Court.

SERVICES.	NUMBER OF ITEMS.	PRICE.	AMOUNT.	SERVICES.	NUMBER OF ITEMS.	PRICE.	AMOUNT.
Filing Papers,	7	05	35				
Certified copy of Petition,	1	10	10				
Writ of Summons,	1	100	100				
Certified copies of Summons,	2	10	20				
Docketing,	3	05	15				
Appearances, <i>1 Bond</i>	1	50	50				
Motions Rules, Demurrers,	2	20	40				
Orders,	1	20	20				
Submission,	1	35	35				
<i>making oath</i>							
~~Swear, and Entering Jury,~~	1	25	25				
~~Verdict,~~ <i>See Bill</i>	1	10	10				
Judgment,	1	50	50				
Docketing Judgment,	2	10	20				
Subpoenas,	2	25	50				
~~Attachments,~~ <i>Ent. sat</i>	1	25	25				
Continuances,	1	25	25				
Total,							<i>6.30</i>

Fees of

Sheriff.

Fees of Witnesses.

	ITMS.	PRICE.	AMOUNT.		DAYS.	MILES.	AMOUNT.
Serving Summons,	2	100	200	C W Christopher out. Co.	1	30	6 05
Serving Subpoenas,	2	50	1 00	Robt Richardson	1	6	1 48
Serving Attachments,				Received pay Oct. 24 1877.			
Callings,	4	05	20	Robert Richardson			

Fees of

Fees of

ITEMS.	PRICE.	AMOUNT.	ITEMS.	PRICE.	AMOUNT.
<i>Judgment May 17 1877. amt</i>					<i>\$81.60</i>
<i>Ent @ 6%.</i>					
<i>Clerks fees.</i>		<i>6 30</i>			
<i>Sheriffs "</i>		<i>3 20</i>			
<i>Witness "</i>		<i>7 53</i>			
		<i>17.03</i>			
Total,			Total,		

Attest:

C. Tho. Norine

Clerk.