

Jefferson County Circuit Court
Case Files - Civil
October 1858

Box 40 Folder 68

Swan, Samuel G.

vs.

Teusberry, John

Breach of contract

Involves delivery of cord
wood

Samuel G. Swan } In the Circuit
vs. } Court Jefferson
John Jewksbury } County,

The Defendant denies that he made any Contract with plaintiff by which he agreed to receive & pay plaintiff \$3.00 a cord, for all the wood he might deliver on said Rail Road from January 1858, till spring, - and denies that he agreed to receive & pay \$9. per 1000 feet for as many logs as he might deliver in that time.

Defendant states that he had had some little dealings with plaintiff previous to the time said Contract is alleged to have been made and on the 23 day of April 1858, he and plaintiff had a full and final settlement of all accounts and matters of difficulty - and by which settlement plaintiff fell in debt to Defendant in the sum of one hundred and sixty five dollars, since which time Defendant has had no dealings whatever with plaintiff. We therefore deny that he owes plaintiff three hundred dollars, or any amount whatever and denies that plaintiff has any just cause of action against him for damages, arising on a breach of contract. ~~We~~ Denies getting 150 cords of wood from plaintiff. The 3 1/2 cord was got and paid for before said note was given. We

denies, that he agreed to make up any losses plaintiff might sustain in selling his wood or saw logs to the Rail Road, or to Shaw & Hamilton, and denies that he made any agreement whereby ^{he} is liable to pay plaintiff's expenses to St. Louis or Carondelet. He denies that he made any contract by which he was to receive the 100 cords of wood, & denies owing plaintiff a hundred dollars on that score. And denies owing plff. 100 \$ for his inability to get work. And denies that ~~he~~ ^{plaintiff} owes plaintiff \$ 300, on said demand or any amount whatever.

A. Green,
Atty for Deft.

John Leuksbury, defendant makes oath and says the above Answer and the matters therein as stated he believes to be true.

Sworn to before me
Oct. 30th 1858

Elias F Honey

John Leuksbury

James S. Shaw
vs.
John Leuksbury
Answer

Subscribed
1858
Elias F Honey
Att

Swan
vs
Jewkesbery

The plaintiff comes & moves the Court to suppress the deposition of the witness Ceulin for these reasons viz

1 Because the witness was not sworn or affirmed to testify the whole truth

2 Because there is not appended to the deposition a certificate of the magistrate, showing that the deposition was reduced to writing in his presence and was subscribed & sworn to by the witness

3 Because the certificate required to be appended to the deposition, does not state that the witness was sworn

Beal per Swan

Arthur

W

Decker

motion to the
deposition

Filed June 7th 1859
Edw J. Rooney clerk