

JEFFERSON COUNTY Circuit Court
CASE FILES - CIVIL

June 1838,

Box 4 Folder 2

Goodfellow, John

Anderson, John T.

vs.

Magenis, Arthur L.

Assumpsit

Debt \$300 for work done; \$300
damages; change of venue from
St. Louis

St. Louis Circuit Court

John Goodfellow &

John T. Anderson

v.

Arthur L. Hagen

vs. Am.

Assessment damages \$800

Issue Summons.

J. Spalding
att'y

St. Louis Circuit Court for March Term 1838

County of St. Louis vs. John Goodfellow & John T. Anderson partners under the name of Goodfellow and Anderson by J. Spalding complain of Arthur L. Hagen's of a plea of trespass on the case upon promises. For that whereas the said defendant heretofore to wit on the ~~first~~ twentieth day of February in the year of our Lord one thousand eight hundred thirty eight at said County was indebted to said plaintiff in the sum of three hundred dollars for the work & labor care & diligence of said plaintiff ^{his servants and agents} before that time done performed and bestowed in and about the business of the said defendant and for the said defendant and at his special instance and request and also for divers materials and other necessary things by the said plaintiff before that time found and provided and used and applied in and about that work & labor for the said defendant &

at his like special instance & request; and being so indebted he the said defendant in consideration thereof afterwards to wit on said day and year and at said County undertook and then and there promised said plaintiff to pay them said sum of money when he should be thereto afterwards requested

And For that, whereas, the said defendant heretofore, to wit: on the twentieth day of February in the year of our Lord one thousand eight hundred and thirty eight at said county was indebted unto said plaintiff in the sum of three hundred dollars, for the work and labor, care and diligence of the said plaintiff by the said plaintiff before that time done, performed, and bestowed in and about the business of the said defendant and for the said defendant and at his special instance and request: **AND ALSO,** in the further sum of three hundred dollars, of like lawful money, for divers goods, wares and merchandise, by the said plaintiff before that time sold and delivered to the said defendant and at his like special instance and request: **AND ALSO,** in the further sum of three hundred dollars, of like lawful money, for money by the said plaintiff before that time lent and advanced to, and paid, laid out and expended, for the said defendant and at his like special instance and request: **AND ALSO,** in the further sum of three hundred dollars, of like lawful money, for other money by the said defendant before that time had and received to and for the use of the said plaintiff; and being so indebted, the said defendant, in consideration thereof, afterwards, to-wit: on the day aforesaid, at the place aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay them the said several sums of money, in this count mentioned, when the said defendant should be thereto afterwards requested.

And whereas, also, said defendant afterwards, to-wit: on the day and year, and at the county last aforesaid, accounted with said plaintiff of, and concerning divers other sums of money from the said defendant to the said plaintiff before that time due and owing, and then in arrear and unpaid, and upon such accounting the said defendant was then and there found in arrear and indebted to the said plaintiff in the further sum of three hundred dollars, like lawful money, and being so found in arrear and indebted, said defendant in consideration thereof, afterwards, to-wit, on the day and year last aforesaid, at said county, undertook, and then and there promised said plaintiff to pay them said last mentioned sum of money, when he said defendant should be thereto afterwards requested.

NEVERTHELESS, said defendant, although often requested to do so, has not as yet paid said several sums of money above mentioned, or either or any part of either of them; but to do so has refused, and still refuses to the damage of said plaintiff of three hundred dollars, and therefore they bring their suit, &c.

J. Spaulding
atty for plff

County of St. Louis, ss.

THE STATE OF MISSOURI,

To the Sheriff of the County of St. Louis---Greeting:

*We command you to summon Arthur S. Magenis, if he be found
in your county, to appear*

*before the Judge of our Circuit Court, on the first day of the next term
thereof, to be held at the City of St. Louis, within and for the County of St. Louis, on the
second Monday of March next, then and there to answer unto John
Goodfellow & John T. Anderson of a plea of trespass on the
Case upon promises*

*to the damage of said plaintiffs of three hundred
dollars: And have you then there this writ.*

*Witness, JOHN RULAND, clerk of our said Court,
with the seal thereof hereto affixed, at office, in the City of
St. Louis, this twenty fourth day of
February in the year of our Lord eighteen
hundred and thirty-eight*

John Ruland **Clerk.**

Nov 27 78

St Louis Circuit Court

March Term 1838

John Goodfellow and

John T. Anderson

vs.

Arthur L. Magenis

Assumpsit - Damages \$300

Filed February 24th 1838

John Ruland, Clerk

filed June 18th 1839

Pro. L. Mathew

clerk

p. by Shalving, atto.

Judgment by default & enquiry awarded book - 9 - page 43 - set aside & venue changed to Jefferson Co 46.

Entered this and on the 24th day of February 1838 in
the county of St Louis by offering to verdict and the
Declaration to Arthur L. Magenis all of which the
we give to hear read and acknowledge the same
James Goodfellow and
John T. Anderson
by John Gordon Esq

Sum \$100

State of Missouri $\frac{51}{50}$ County of St Louis Set.

Be it remembered that heretofore to wit on the twentieth fourth day of February, Eighteen hundred and thirty eight, there was filed in the office of the clerk of the Circuit Court within and for said county of St Louis, a declaration in the words and figures following to wit:

Declaration

"St Louis Circuit Court - For March Term 1838. County of St Louis ss
 "John Goodfellow & John T. Anderson, partners under the name of Goodfellow
 "and Anderson by J. Spalding complain of Arthur L. Magenis of a
 "plea of trespass on the case upon promises - For that whereas the said
 "defendant heretofore to wit on the twentieth day of February in the
 "year of our Lord, one thousand eight hundred and thirty eight at
 "said county was indebted unto said plaintiffs in the sum of
 "three hundred dollars for the work & labor care and diligence
 "of the said plaintiffs their servants and agents before that time done
 "performed and bestowed in and about the business of the said
 "defendant and for the said defendant and at his special in=
 "stance and request and also for divers materials and other ne=
 "cessary things by the said plaintiffs before that time found and pro=
 "vided and used and applied in and about the work and
 "labor for the said defendant, and at his ^{like} special instances
 "request; and being so indebted he the said defendant in consider=
 "ation thereof afterwards to wit on said day and year and at said
 "county undertook and then and there promised said plaintiffs to
 "pay them said sum of money when he should be thereunto after=
 "wards requested - And for that, whereas the said defendant here=
 "tofore to wit: on the twentieth day of February in the year of our Lord
 "one thousand, Eight hundred and thirty eight, at said county
 "was indebted unto said plaintiffs in the sum of three hundred
 "dollars for other the work and labor, care and diligence of the said
 "plaintiffs by the said plaintiffs before that time done, performed,
 "and bestowed in and about the business of the said defendant,
 "and for the said defendant and at his special instance and

request - And also, in the further sum of Three hundred dollars, of
like lawful money, for divers goods, wares and merchandize, by
the said plaintiffs before that time sold and delivered to the said
defendant and at his like special instance and request - And
also in the further sum of Three hundred dollars, of like lawful mo-
ney, for money by the said plaintiffs before that time lent and
advanced to, and paid laid out and expended, for the said de-
fendant and at his like special instance and request: And also
in the further sum of Three hundred dollars, of like lawful money,
for other money by the said defendant before that time had &
received to and for the use of the said plaintiffs; and being so in-
debted, the said defendant, in consideration thereof, afterwards
to wit; on the day aforesaid at the place aforesaid, ^{there and there} undertook and
faithfully promised the said plaintiffs to pay them the said several
sums of money, in this Count mentioned, when the said defendant
should be thereto afterwards requested. And whereas, also, the
said defendant, afterwards to wit: on the day and year, and at
the county last aforesaid, accounted with said plaintiffs, and
concerning divers other sums of money from the said defendant to the
said plaintiffs before that time due and owing, and then in arrears and
unpaid, and upon such accounting the said defendant was then and
there found in arrears and indebted to the said plaintiffs in the
further sum of Three hundred dollars, like lawful money, and being
so found in arrears and indebted, said defendant in consideration
thereof afterwards, to wit, on the day and year last aforesaid, at
said county, undertook, and then and there promised said
plaintiffs to pay them said last mentioned sum of money, when
he said defendant should be thereto afterwards requested -
Nevertheless, said defendant, although often requested to do
so, has not as yet paid said several sums of money above
mentioned, or either or any part of either of them; but to do so
has refused, and still refuses to the damage of said plaintiffs
of Three hundred dollars and therefore they bring their suit

"J Spalding atty for plffs" And upon the filing of said Declaration the Clerk of said Circuit Court issued a summons in the words and figures following to wit - "County of St Louis ss =
Summons... "The State of Missouri - To the Sheriff of the County of St Louis
"Greeting. We command you to summon Arthur L Magenis, if he
"be found in your county, to appear before the Judge of our Circuit Court, on the first day of the next term thereof, to be held
"at the city of St Louis, within and for the county of St Louis, on the
"second Monday of March next, then and there to answer unto
"John Goodfellow & John I Anderson, of a plea of trespass on the
"case upon promises, to the damage of said plaintiffs of three hundred dollars: And have you then there this writ. (SS) Witness,
"John Pulant, Clerk of our said Court, with the seal thereof hereunto
"affixed, at office, in the city of St Louis, this twenty fourth day
"of February, in the year of our Lord Eighteen hundred and thirty
"Eight. John Pulant Clerk." On which was the following Sheriff's

Return..... return to wit = "Executed this writ on the 24th day of February 1838
"in the county of St Louis by offering to read it and the declaration
"to Arthur L Magenis all of which he refused to hear read and
"acknowledged the service thereof - James Brotherton Sheriff by,
"Gordon D Shff." = And afterwards to wit on at the March Term of the
said Circuit Court, to wit on the fourteenth day of April in said year
the following proceedings were had in said Cause to wit: "John
word of enquiry... "Goodfellow & John I Anderson = vs = Arthur L Magenis. Now at this day
"come the said plaintiffs by their attorneys and the said defendant
"although solemnly called comes not but makes default, nor hath
"he pleaded, to the action ~~of the~~ of the said plaintiffs who thereby
"remain undefended against him - wherefore the said plaintiffs
"ought to recover of the said defendant, but because it is unknown
"to the court what damage the said plaintiffs have sustained
"by reason of the non performance of the promises and undertakings
"in their declaration mentioned, therefore it is commanded to the
"Sheriff, to summon twelve good and lawful men to appear at the
"next term of this court, to enquire what damage the said

"plaintiffs have sustained by reason of the premises, and the same
"time is given the defendant." and afterwards to wit on the sixteenth
day of April, in said year the following further proceedings were
had in said cause to wit = " John Goodfellow & John T. Anderson - vs =
"Arthur L. Magenis = By consent the judgment ^{by default} in this cause is set
"aside and the judge of this court being of kin to one of the said
"parties it is ordered that the venue of this cause is changed to the
"county of Jefferson in the ninth judicial circuit of this state
"and it is ordered that the clerk of this court make out and transmit
"to the clerk of the circuit court, for said county of Jefferson accord-
"ing to law, a complete transcript of the record and proceedings had
"herein together with the original papers appertaining to and filed
"in the cause.".....

State of Missouri
County of St. Louis ss I John Ruland clerk of the circuit court
within and for said county of St. Louis, hereby certify that the
foregoing is a full and true transcript of the Records and pro-
ceedings of said court, in the case of John Goodfellow & John T.
Anderson = vs = Arthur L. Magenis, as the same now remain in my
office.



In testimony whereof I have hereunto set my hand and affixed the
seal of said court at office in the city
of St. Louis this thirteenth day of
June, Eighteen hundred and thirty
eight. J. W. Ruland Clerk

No 228 8

John Goodfellow & Mrs. J. Anderson

vs

Arthur & Magenis

On change of venue to Jefferson County

Filed June 18th 1838

J. M. Weather
Attest

Manuscript - - - \$4.20

Cost. & seal - - - \$50

\$1.70

Fee of Clerk S. Court circuit court including
this transcript as charged above

\$3.77 1/2

James Robertson - Sheriff - - - 1.30

Cost paid by J. Stirling atty - - - 1.00

\$6.07 1/2

John Rutledge Clerk

State of Missouri }
County of Jefferson }
Arthur L. Maguire }
ad }
Good fellow & Allen }

In the Circuit Court
August Term 1838

And the said defendant
by his attorney comes and defends the wrong
and injury when he says that he did not intend
take and promise in manner & form as
the said plaintiffs have above thereof
complained against him and of this he
puts himself upon the country

Maguire
atty for Def
And the said plaintiffs do the like
J. Polk p. 9

in the presence of
Leont

August 21st 1838

John Goodfellow and
John of Anderson

no

Arthur & Mary

Wm. Wm. Wm. Wm.

Mary & John

Friday Aug 21st 1838

John C. Wm. Wm.

Wm.