

Jefferson County Circuit Court
Case Files - Civil
December 1840, No. 10

Box

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Folder

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Curstons, Herman A.

Angelrodt, Ernest C.

Eggers, Edward

vs.

Von Hasten, Friedrich B.

Assumpsit

Debt \$100 on three notes, \$515 for
work done, \$1,000 for merchandise;
\$1,000 damages; plaintiffs aka Curstons,
Angelrodt & Co.

State of Missouri } In the Circuit Court of ~~Jefferson~~ ^{Jefferson}
~~Jefferson County~~ } ~~County~~ ^{County} ~~Jefferson~~ ^{Jefferson} Term 1840.
Jefferson County }

Herman A. Carstens, Ernest C. Angelrodt &
Edward Eggers, merchants doing business under
the name, firm & style of Carstens, Angelrodt
& Co, plaintiffs in this suit, by T. Polk their attorney,
complain of Friedrich Br: von Harten, defen-
dant in this suit, of a plea of Trespass on the
case on promises. For that whereas the said
defendant heretofore to wit on the twenty seventh
day of June in the year of our Lord Eighteen
hundred and thirty nine ^{Eighty Landing to wit at} at the County of ~~Jefferson~~ ^{Jefferson}
~~County~~ aforesaid, by the name style and description
of Fridr Br: von Harten, made his certain prom-
issory note in writing, bearing date a certain day
and year therein mentioned to wit the day and year
aforesaid, and ^{which said promissory note is now here to the Court shewn,} thereby then and there promised
to pay, two months after the date thereof, to the said
plaintiffs by the name style and description of
Carstens, Angelrodt & Co; or order, the sum of
Two Hundred Dollars for value received
without defalcation, and then and there delivered
the said promissory note to the said plaintiffs; by
means whereof, and by force of the Statute in
such case made and provided, the said defen-
dant then and there became liable to pay to the
said plaintiffs the said sum of money in the
said promissory note specified, according to the
tenor and effect of the said promissory note;
and being so liable, he, the said defendant, in
consideration thereof, afterwards, to wit on the
day and year aforesaid, at the County of ~~Jefferson~~ ^{Jefferson}
~~County~~ aforesaid, undertook, and then and there
faithfully promised the said plaintiffs to pay
them the said sum of money in the said promissory
note specified, according to the tenor and effect
thereof.

For that whereas also the said defendant
heretofore to wit on the twenty seventh day of

June in the year of our Lord ^{one thousand} eight hundred and ^{thirty nine} ~~thirty nine~~ ^{at Eight Landing to wit at the} ~~at Saint Louis~~ County aforesaid, by the name style and description of Fridr: Br: von Harten made his certain other promissory note in writing, bearing date a certain day and year therein mentioned, to wit, the day and year last aforesaid, and which said ^{last} note is now here to the court shewn, and thereby then and there promised to pay, Four months after the date thereof, to the said plaintiffs by the name style and description of Carstens Angelrodt & Co, or order, the sum of Two Hundred Dollars for value received without defalcation, and then and there delivered the said last promissory note to the said plaintiffs; by means whereof, and by force of the statute in such case made and provided, the said defendant then and there became liable to pay to the said plaintiffs the said sum of money in the said last promissory note specified, according to the tenor and effect of the said promissory note last aforesaid; and being so liable, he the said defendant, in consideration thereof afterwards to wit on the day and year last aforesaid at the County ~~of~~ ^{of Saint Louis} aforesaid, undertook, and then and there faithfully promised the said plaintiffs to pay them the said sum of money in the said last promissory note specified, according to the tenor and effect thereof.

For that whereas also the said defendant heretofore to wit on the twenty seventh day of June in the year of our Lord ^{one thousand} eight hundred and ^{thirty nine} ~~thirty nine~~ ^{at Eight Landing to wit at the} ~~at Saint Louis~~ County aforesaid, by the name style & description of Fridr: Br: von Harten, made his certain other promissory note in writing, bearing date a certain day and year therein mentioned, to wit the day and year last aforesaid which last said note is now here to the court shewn

and thereby then and there promised to pay, six months after the date thereof, to the said plaintiffs by the name style and description of Carstens Angelrodt & Co, or order, the sum of Two hundred and seventy five Dollars for value received without defalcation, and then and there delivered the last aforesaid promissory note to the said plaintiffs; by means whereof, and by force of the Statute in such case made and provided, the said defendant then and there became liable to pay to the said plaintiffs the said ~~last~~ sum of money in the said last promissory note specified, according to the tenor and effect of the said promissory note last mentioned; and being so liable, he, the said defendant, in consideration thereof, afterwards, to wit, on the day and year ^{last} aforesaid at the County of ~~Saint Louis~~ aforesaid, undertook and then and there faithfully promised the said plaintiffs to pay them the said sum of money in the said last promissory note specified according to the tenor and effect thereof.

For that whereas also the said defendant afterwards, to wit on the ~~day~~ first day of October in the year of our Lord one thousand eight hundred and forty at the County of ~~Saint Louis~~ aforesaid was indebted to the said plaintiffs in the further sum of five hundred and fifteen Dollars for the work and labor care and dilligence 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 One thousand Dollars, for divers goods wares, and merchandise, ^{& Chattels} by the said plaintiffs, before that time sold and delivered to the said defendant, and at his special instance and request; and also in the

further sum of one ~~th~~ thousand Dollars
for money by the said plaintiffs, 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 one thousand
Dollars, for other money by the said defendant,
before that time had and received to and for
the use of the said plaintiffs, and being so
indebted, he the said defendant, in consider-
ation thereof, afterwards, to wit on the day and
year last aforesaid at the County of ~~San~~
~~Diego~~ aforesaid, undertook and then and
there faithfully promised the said plaintiffs
to pay them the said several sums of money
in this Court mentioned, when he the said
defendant should be thereunto afterwards
requested. Yet the said defendant at the often
request so to do has not as yet paid to the said plain-
tiffs the said sums of money above mentioned or any
or either of them or any part thereof - but to pay
the same has hitherto wholly neglected and
still does neglect and refuse to pay the same - To the
damage of the said plaintiffs of one thousand
Dollars - To name which & costs they bring their suits.

J. P. M. P. Q.

No 10

In the ~~Set~~ of *Johnson's* *Universal*
December Term 1840

Hermon A. Harding,
Compt & Shugbottle &
Edward Rogers
vs

John W. Brown & Martin

*This is an action of account
between the above named
parties with issue of*

filed Oct 28 1840

Wm. D. Weather,

Clerk

State of Missouri } In the Circuit Court of Jefferson
Jefferson County } County December Term 1840.

Wernan A. Carstens, Ernest C. Angelrodt & Edward
Eggers, Merchants doing business under the name firm &
style of Carstens, Angelrodt & Co. plaintiffs in this suit
by J. Polk their attorney complain of Frederick Br. Von Warten
defendant in this suit of a plea of Pleading on the case on
promises. For that whereas the said defendant heretofore to wit
on the twenty seventh day of June in the year of our Lord Eight-
teen hundred and thirty nine at St. Louis landing to wit at the
County of Jefferson aforesaid by the name style and descrip-
tion Frederick Br. Von Warten, made his certain promissory note
in writing bearing date a certain day and year therein mentioned
to wit the day and year aforesaid, which said promissory note is
now here to the Court shown, and thereby then and there promised
to pay, two months after ^{the} date thereof to the said plaintiffs by the
name style and description of Carstens, Angelrodt & Co. or order
the sum of 20 hundred dollars for value received without defalca-
tion, and then and there delivered the said promissory note to the
said plaintiffs by means whereof and by force of the Statute in
such case made and provided the said defendant then and there
became liable to pay to the said plaintiffs the said sum of money
in the said promissory note specified according to the tenor and
effect of the said promissory note, and being so liable, he the
said defendant in consideration thereof afterwards to wit on the
day and year aforesaid at the County aforesaid undertook and then
and there faithfully promised the said plaintiffs to pay them the
said sum of money in the said promissory note specified according
to the tenor and effect thereof.

For that whereas also the said defendant heretofore to wit on the
twenty seventh day of June in the year of our Lord One Thousand
Eight hundred and thirty nine, at St. Louis landing to wit, at the

County aforesaid, by the name style and description of Friar Dr. Von
Warten, made his certain other promissory note in writing bearing
date a certain day and year therein mentioned to wit the day and
year last aforesaid, and which said last note is now here to the
Court shewn, and thereby then and there promised to pay. Four
months after the date thereof to the said plaintiff by the name
style and description of Warten, Angelvat \$100 or order the sum of
Two hundred dollars for value received without defalcation, and
then and there delivered the said last promissory note to the said
plaintiff by means whereof, and by force of the Statute in such case
made and provided the said defendant then and there became
liable to pay to the said plaintiff the said sum of money in the
said last promissory note specified according to the tenor and effect
of the said promissory note last aforesaid, and being so liable the
said defendant in consideration thereof afterwards to wit on the day
and year last aforesaid at the County aforesaid, undertook and then
and there faithfully promised the said plaintiff to pay them the said
sum of money in the said last promissory note specified according
to the tenor and effect thereof.

For that whereas also the said defendant heretofore to wit on the twenty
seventh day of June in the year of our Lord One thousand eight
hundred and thirty nine at Rights landing to wit at the County
aforesaid, by the name style and description of Friar Dr. Von Warten
made his certain other promissory note in writing bearing date a
certain day and year therein mentioned to wit the day and year
last aforesaid which said note is now here to the Court shewn, and
thereby then and there promised to pay six months after the date
thereof to the said plaintiff by the name style and description of
Warten, Angelvat \$100 or order the sum of Two hundred & seventy
five dollars for value received without defalcation, and then and
there delivered the last aforesaid promissory note to the said plaintiff
by means whereof and by force of the Statute in such case made

County of Jefferson, ss.

and provided the said defendant then and there became liable to pay to the said plaintiffs the said sum of money in the said last promissory note specified, according to the tenor and effect of the said promissory note last mentioned, and being so liable he the said defendant in consideration thereof afterwards to wit on the day and year last aforesaid at the County of said and there faithfully promised the said plaintiffs to pay them the said sum of money in the said last promissory note specified according to the tenor and effect thereof.

For that whereas also the said defendant afterwards to wit on the first day of October in the year of our Lord One thousand eight hundred and forty, at the County of said was indebted to the said plaintiffs in the further sum of five hundred and fifteen dollars for 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 one thousand dollars for divers goods wares and merchandize & chattels by the said plaintiffs before that time sold and delivered to the said defendant and at his special instance and request, and also in the further sum of one thousand dollars for money by the said plaintiffs 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 one thousand dollars for other money by the said defendant before that time had and received to and for the use of the said plaintiffs and being so indebted he the said defendant in consideration thereof afterwards to wit on the day and year last aforesaid at the County of said, undertook and then and there faithfully promised the said plaintiffs to pay them the said several sums of money in this Count mentioned when he the said defendant should be thereunto afterwards,

requested. Yet the said defendant although often requested
 so to do has not as yet paid to the said plaintiffs the said
 sums of money above mentioned or any or either of them, or any
 part thereof, but to pay the same has hitherto wholly neglected
 and refused & still does neglect or refuse to pay the same, to
 the damage of the said plaintiffs of one thousand dollars
 to recover which and costs they bring this suit &

J. Polk, P. A.

A true copy attested, J. H. Heathen C. J. C. C. Court

1840
 In Jefferson County, Va. Court
 December 1840

Carstern, Angelbrock & Co

vs
 Edmund

Frederick B. Van Hook

Action of Assumpsit

Damages \$1000.00

Filed Dec 2 1840

J. H. Heathen

Clerk

of 2000 dollars this writ on Frederick B. Van Hook
 as to the sum of 2000 dollars in the year of our
 Lord one thousand eight hundred and forty
 Messrs Messrs J. H. Heathen
 fees \$1.00

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson, GREETING:

We command you to summon Friedrich Br Von
Marten if he be found in your County
that he be and appear

before the Judge of our Circuit Court, on the first day of the next
term thereof, to be held at the Court House in Millsboro
within and for the County of Jefferson, on the ^{first} ~~second~~ Monday
of December next, then and there to answer unto Meriman
A Carstens, Ernest C. Angelrodt & Edward
Eggers. Merchants doing business under the
name firm & style of Carstens Angelrodt & Co. in
a plea of assumpsit, a copy of which is
hereto attached
to the damage of said plaintiff's

One thousand _____ dollars.
And have you then there this writ.



Witness, JOHN S. MATHEWS, Clerk of our said Court,
with the Seal thereof hereto affixed, at office in The Town
of Millsboro this twenty sixth day
of October, in the year of our Lord eighteen
hundred and forty

John S. Mathews Clerk.