

Jefferson County Circuit Court
Case Files - Civil
November 1857, No. 3

Folder 1 of 3

Box 9 Folder 7

Campbell, Joseph
vs,

Laurenson, Thomas F.

Dissolution of partnership

Contractors for grading and stone work
on Section 26 of St. Louis & Iron Mountain
Railroad; includes inventory of stores
and tools, account statement of work done,
and large quantity of invoices for supplies
purchased; depositions

**ALL OVERSIZED
DOCUMENTS FOR THIS
CASE ARE LOCATED IN:**

Oversized Box: 1

Folder: 4

Number of Items: 2

Joseph Campbell

^{vs}
Thomas H. Laureason

In the Circuit Court of
Jefferson County Missouri
November term 1857

Plaintiff States that about
the month of November 1855 the plaintiff and Defendant
jointly and as copartners undertook a contract on
the St Louis & San Francisco Rail Road on section
No 26 in Jefferson County Said Contract was for the
Completion of the grading and cutting Stone work &c
on said section, that for the purpose of enabling us to carry
on said work we the said plaintiff and Defendant provided
ourselves with horses & Oxen Carts one Wagon and
all the tools necessary for carrying on the said work
We also laid and provided a stock of food and groceries
for the purpose of furnishing the hands employed by us
to work on the said Contract. That we proceeded at
once to carry out the Contract by employing
hands and carrying on said work in the usual
way that on or about the 15th day of May 1857 the
said Contract was fully completed. This same was
in the first place made with the firm of Watts & Co.
who undertook to construct the whole road that
Contract before completion was given up ^{by Watts & Co} and the
said Rail Road Company ~~gave up the Contract~~
was substituted in the place of Watts & Co and
became responsible to us. That on or about
the said fifteenth day of May 1857 the said Copar-
tnership between Plaintiff ^{and defendant} became dissolved
by the completion of the Contract as aforesaid. That
on or about the day and year last aforesaid the
said Defendant wrongfully and without leave
of the plaintiff took possession of all the property
of the firm consisting of Horses Oxen Carts
Wagons tools & a small stock of food all

together of the value of about one thousand or
twelve hundred dollars. The value and description
of same cannot be given by plaintiff for the
reason that the same is in the possession of Defendant.
That there is due and owing to the said
Firm by the St Louis & New Orleans Rail Road
Company - about three or four thousand dollars
for the balance due for the work done on said
Contract. The precise amount not known
by the plaintiff. as the last estimate has not
yet been returned. That the said Firm owes
about few hundred dollars. The precise
amount and to whom owing the plaintiff
cannot state because the Books are all in
possession of Defendant. Plaintiff further
states that Defendant refuses to settle with
him the said partnership concern and
accounts and refuses to account to plaintiff
for his interest therein altho requested so
to do. and is now assuming to control the
said partnership property. He therefore
prays the Court to decree and adjudge
that the affairs and business of said partnership
may be settled up that an account
may be taken and that the amount due
each partner out of the partnership property
including the debts due the firm may
be ascertained. and that such judgement
may be rendered in the premises upon
the final hearing as in equity the said
plaintiff may be entitled to. That if necessary
this Court may appoint a receiver to receive
the debts due the firm and to dispose of
the property on hand. Plaintiff further
asks that Defendant may be compelled

to disclose on oath the condition of the partnership accounts to furnish a schedule of the property on hand and of the debts due to and by the firm. And also to produce in Court the Books of the Firm to be inspected by Plaintiff and used as evidence in the trial

Green & Stoll atty
for Plaintiff

Joseph Campbell, Plaintiff, makes oath and says the above Petition, and the matters therein, as stated, he believes to be true.

Sworn to and Subscribed
before me May 29th
1857

Joseph Campbell

Oliver H. Honey clerk

In Circuit Court
Jefferson County

Joseph Campbell
vs.

Thomas D. Lawrence

Set aside
verdict against Deft,
Jury & Verdict
for \$1000

Filed May 29th 1858
Chas. J. McKee
Clerk

Joseph Campbell } In the Circuit Court of
vs. } Jefferson County Missouri
Thomas J. Laurensen } November Term 1857

Plaintiff States that about the Month of November, 1855, the plaintiff and defendant jointly and as Copartners undertook a contract on the St. Louis and Iron Mountain Rail Road on Section No 26, in Jefferson County. Said contract was for the completion of the grading and certain stone work &c, on said Section that for the purpose of enabling us to carry on said work we the said plaintiff and defendant provided ourselves with horses and open Carts, one Wagon and all the tools necessary for carrying on the said work. We also laid in and provided a stock of goods and groceries for the purpose of furnishing the hands employed by us to work on the said contract. That we proceeded at once to carry out the contract by employing hands and carrying on said work in the usual way, that on or about the 15th day of May 1857, the said contract was fully completed. The same was in the first place made with the firm of Watts & Co. who undertook to contract the whole Road, that contract before completion was given up by Watts & Co and the said Rail Road Company was substituted in the place of Watts & Co and became responsible to us. That on or about the said fifteenth day of May 1857, the said Copartnership between Plaintiff and Defendant became dissolved by the completion of the contract as aforesaid. That on or about the day and year last aforesaid the said Defendant wrongfully and without leave of the plaintiff took possession of all the property of the firm consisting of Horses, Open Carts, Wagons, tools &c, small stock of goods all together of the value of about one thousand or twelve hundred dollars, the value and description

of same cannot be given by plaintiff for the reason that
the same is in the possession of Defendants, That there is due
and owing to the said firm by the St Louis & Iron Mountain
Rail Road Company about three or four thousand dollars
for the balance due for the work done on said contracts, the pre-
cise amount not known by the plaintiff, as the last estimate
has not yet been returned. That the said firm owes about
four hundred dollars, the precise amount and to whom owing
the plaintiff cannot state because the books are all in pos-
session of Defendants, Plaintiff further states that defendants
refuses to settle with him the said partnership concern
and accounts and refuses to account to plaintiff for his
interests therein, altho requested so to do, and is now assuming
to control the said partnership property. He therefore prays
the Court to decree and adjudge that the affairs and business
of said Copartnership may be settled up that an account
may be taken, and that the amount due each partner out of
the partnership property, including the debts due the firm
may be ascertained, and that such judgments may be ren-
dered in the premises upon the final hearing as in equity
the said plaintiff may be entitled to. That if necessary
this Court may appoint a receiver to receive the debts
due the firm and to dispose of the property on hand
Plaintiff further asks that Defendants may be compelled
to disclose on oath the condition of the partnership accounts
to furnish a schedule of the property on hand and of the
debts due to and by the firm, And also to produce in Court
the books of the firm to be inspected by the plaintiff and
used as evidence on the trial

Green & Noell, attys,
for Plaintiff,

Joseph Campbell plaintiff makes oath and says the
above petition and the matter therein as stated, he believes
to be true,

Joseph Campbell

Sworn to and Subscribed
before me May 29th 1857

Elias G. Hunt,

^{Original}
A true Copy of the Petition and affidavits in my office

Witness my hand and Seal of said
Court this May 3rd A.D. 1837,
Elias H. Mearns Clerk

COUNTY OF JEFFERSON, SS.

The State of Missouri.

To the Sheriff of the County of Jefferson--Greeting:

We command you, that you summon Thomas J. Lawrenson

----- if he be
found in your County, that he do and appear before the Hon.
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 fourth Monday of September
next, then and there to answer unto Joseph Campbell

upon his original petition, a copy whereof is herunto annexed and
accompanies this writ—and have you then there this writ.

Chas J. Healey
Witness, ~~THO. C. FLETCHER~~ Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at
office, in Hillsboro, this thirtieth
day of May A. D. 1854

Chas J. Healey
CLERK CIRCUIT COURT.

I Executed the within writ at the county of Jefferson
on the first day of June 1854 by delivering to Thomas F.
Lawrenson a true copy of the within writ and the annexed
petition (as furnished by the clerk)

Augustine Wiley Sheriff

No 3

To Winzell Bond

Nov. Term 1854

1629

Joseph Campbell

vs
F. Lawrenson

Th. F. Lawrenson

Sherriff's fee \$4.00

2 copies Del.	1.50	
2 copies to clerk	1.00	
Print copy	1.20	
Att. 10¢ each	20	
Sherriff's fee 15¢	15	
		4.05
copy for comms		5.05
		26.68

May 8th 1857

Inventory of Store goods Groceries Street &
and Tools on Sect^r 26 Iron Mt. R.R. the joint
property of Laursen & Campbell

11	Pair of boots	\$2.50	27.50
26	" Shoes	1.50	39.00
13	Silk vests	1.25	14.95
4	Blue Knit undershirts	1.00	4.00
4	Red flannel "	1.00	4.00
9	Blue overshirts	60 ^{cts}	5.40
15	Overhauls	55	8.25
9	Hickory Shirts	50	4.50
17	Blue Knit drawers	1.00	17.00
24	Overcoats	\$7.50	180.00
13	White dress shirts	80 ^{cts}	10.40
5	Carpet bags	75	3.75
7	Pair Mitts buckskin	75	5.25
1/2	box paper		2.00
9	quart powders	28 ^{cts}	1.80
6	papers starch		1.25
1/4	bottle Calomel		1.00
1/2	" Quinine	2.00	2.00
27	Painkiller	15 ^{cts}	4.05
3	Laudanum	15	.45
1/2	bbk molasses	20 gal @ 70 ^{cts}	14.00
60	lbs of Tobacco	@ 28 ^{cts}	16.80
1	Pair scale & weights		3.50
1	beam & weights		2.75
			372.60

	Amt brot over	372.60
3 lbs Borax @ 35		9.45
1 box soap 50 6		3.00
1 " of Sea 15 th 35		5.25
1/2 bbl sugar 125 lbs @ 11		13.75
15 Claypicks 50		7.50
18 Shovels 40		7.20
2 Grubs 75		1.50
16 Wheelbarrows 35		5.60
4 Sledges 1.25		5.00
2 Striking hammers 1.25		3.00
11 Drills @ 1.50		16.50
3 Steel pumps 1.50		4.50
1 Set of Blacksmith Tools		" "
Bellows Asmil Vice Sledge Small hammers		" "
Sony horse shoe iron old iron & c.		40.00
7 Crowbars 1.25		8.75
1 Tamping bar 50		~.50
2 two horse scrapers @ 8.00		16.00
1 Grindstone 1.50		1.50
1 Store & Cooking utensils		10.00
1 Lot of Lumber		5.00
3 Logchains 1.25		3.75
1 Yoke over		90.00
Jigger Grey horse		35.00
Bulldog horse & cart		100.00
2 horses 2 carts & Wagon harness & c.		" "
As purchased from Kelly		200.00
One half one Campbell		\$958.35

Joseph Campbell, plaintiff, makes oath
and says that the foregoing Bill of partic-
ulars, or Inventory, as therein stated, he be-
lieves to be true.

Joseph Campbell

Inventory of goods
Wm. Lawrence &
Doctr. 26 Campbell

Filed Oct 31, 1857
Wm. Lawrence & Co

Joseph Campbell. Plaintiff
 against
 Thomas. F. Laurensen Defendant
 In the Circuit Court of
 Jefferson County
 Missouri

The defendant for Answer to the plaintiffs petition filed herein stated that it is true the plaintiff and himself formed the partnership as by the plaintiff in his petition is alleged, but defendant says that it is not true that said partnership was dissolved

It is true that they acquired some personal property with the money belonging to the firm, a portion of which was remaining on hand at the time of the Completion of said work, that is to say

		rate	\$	Cent
9	Blue over shirts of the Value	0.24	2	16
15	Overalls	.32	3	30
9	Woolen shirts	.22	1	98
12	Vests	.70	8	40
3	Woolen shirts	.47	1	41
16	pair of Drawers	.47	7	52
4	red shirts	.37	1	48
7	Double coats	2.60	18	20
2	Coats	3.75	7	50
2	"	3.12	6	24
3	"	4.00	12	00
3	"	3.60	10	80
6	"	2.60	15	60
	Carried forward		\$	96 59

To Amt Brought forward	12	96	59
13 White shirts " "	0.25	3	25
5 Carpet Bags " "	.30	1	80
7 Pair of Mitts " "	.15	1	05
23 " of Brogans " "	.80	18	40
10 " of Boots " "	1.40	14	00
" Damaged Tea " "	"	2	80
" Pepper " "	"	1	00
9 Can of Yeast Powder " "	"	"	30
6 " of Starch " "	10	"	60
Galornel " "	"	"	25
1/4 bot of Quinine " "	"	"	65
25 Bot of Pain Killer " "	5	1	25
3 " of Sassafras " "	"	"	15
10 Gallon Mollasses " "	"	3	00
60 lbs of Tobacco " "	9 1/2	5	70
1/2 box of Epsom Salt " "	"	"	50
Scales & weights " "	"	1	00
17 Picks 4.25 18 Shovels ^{worth} nothing } " 4 25			
2 Grubs / worth nothing } " " "			
13 Wheel barrows (all broken) " "	"	"	50
13 Sledges ^{11.00} 2 Striking hammers ^{70.50} " 2 00			
2 Sumpers " " " " 1 50			
Blacksmith Tools " " " 15 00			
6 Crow Bars " " " " 4 00			
1 Tamping Bar, " " " " 30			
Borax " " " " 30			
Green " " " " 40 00			
2 Horses & Waggon " 100 00			
1 Horse & 3 carts harness " 45 00			
1 Horse Worth nothing says " 2 50			
One Yoke 2 Scrapers, " 2 00			
12 Drills " " " \$ 369 54			
Total Amt 15 00			
			\$ 384 54

Which property as above described was
all and the only property which was
remaining and belonging to plaintiff and
this defendant, as partners and
which was of the aggregate value of
\$384.34 cents ~~Dollars and~~
no more and was not worth Nine hun-
dred and fifty-eight dollars and
thirty five cents as by the plaintiff in
his petition is alleged

Defendant further states,
that since the completion of said
work and before the commencement
of this suit herein. A considerable
portion of said property by the direction
of this defendant was sold by one
Thomas. J. Laurensen and the proceeds
thereof amounting to the sum of
\$205.49 cents also by direction of
this defendant applied towards the
payment of a certain debt due and
owing to said Thomas. J. Laurensen
by the Plaintiff and this defendant
as such partners and which articles
of property so sold by said Thomas. J.
Laurensen were as follows that is to say
9 blue shirts 15 overalls, 9 hickory shirts, 12 Vests
3 Flannel shirts, 16 pr of Drawers, 4 Red shirts
7 double coats, 2. Single coats, 2 do, 3 coats, 3
Coats, 6 coats, 13 white shirts, 5 Carpet Bags
7 pr of Mitts, 23 pr of Socks, 10 pr of Boots

Some damaged Tea Coils of Shaco,
13 sledges, 1 hammer, smooths. Tools,
15 Crow Bars, 1 oven, 1 Gallon Mollasses,

The Defendant for further answer says
that he did not before or at the time of
the Completion of said work nor has he
at any time since the Completion thereof
had the exclusive possession of any
portion of said property, belonging
to them as such partners and that
the Defendant did not at any time
refuse to settle with the Plaintiff or
deliver to him the one-half of said property
by the Plaintiff consenting to pay one-half
of the outstanding liabilities due on said
Work, which the Plaintiff refused to do
and this Defendant never refused as by
the Plaintiff in his petition is alleged
and further says that during the time
they were doing the Work under said
the Contract with said Railroad
Company they as such partners, for
the purpose of furnishing necessaries and
and whatever else might be wanting by
those in their employment on said Work
Established a Store, which they Carried
on during the time they were engaged
at said Work

Work and that all the Goods left remaining in said store at the time of the Completion of said work are fully set forth in the list first above stated, And that on the Completion of said Work the said goods so left Remaining in said store, as well as the Books and papers relating to the said partnership transactions between the said plaintiff and this defendant, were left in the Charge and Actual possession of the said Thomas. J. Laurenson, who was and had been for a long time previous thereto the Clerk of said plaintiff and this defendant in the transaction of their business as such partners be the said Thomas. J. Laurenson as such clerk for them having kept the books and attended in said store, And this defendant further states that said Horses. oxen. Waggon and carts as also said tools - were on the Completion of said work, left with and placed in the possession of the said Thomas J. Laurenson to be fed and taken care of by him for the Plaintiff and this Defendant, and which said property except that part that has been sold as above stated, is still in the actual possession of the said Thomas. J. Laurenson and are not, nor have not been in the

in the possession of this defendant as above stated, he the said Thomas, J. Laursenow holding them and claiming the right to hold them, until he is paid for keeping, feeding and taking care of the same.

Defendant for further answer admits that he did on the 12th day of October A. D. 1857. by a written Submission between him and the Plaintiff a copy of which is herewith filed and prayed to be taken as a part of his Answer. Submit all matters of dispute between the Plaintiff and himself to one R. P. Maclay, for Settlement and Adjustment, and that the said Maclay afterwards on the 14th day of October 1857. rendered his award a copy of which is herewith filed and prayed to be taken as a part of his answer the original of which having been returned to the Office of said Rail road Company by said Maclay, but this Defendant charges that said Maclay in making out said Award did not proceed in a proper manner to arrive at the real state of the accounts between the Plaintiff and this Defendant, But so acted in that behalf in not inquiring into the rights, and real

real state of the accounts as they stood between the said Plaintiff and this Defendant as was his duty and as was intended by said Submission, but on the contrary thereof nearly took the said store books and some of the papers relating to said Work and did not take any statement or proof from this Defendant to show the amount he had put into or advance in said partnership in the prosecution of said Work

But actually while, making out his said award told this Defendant that he did not want the parties present, thereby inducing this Defendant, to remain absent while he was making said award, but allowed and permitted the Plaintiff to be present, and without any legal proof of the fact, allowed in his said award \$598.00 to the said Campbell, as for cash advanced in said business by said Campbell which is erroneous and improper for the fact is said Campbell did not advance the said sum of \$598.00 in cash for or in said partnership or otherwise whereby, he was entitled to the same as found by said Maclay, And the fact is

is said Plaintiff did not advance more than \$250.00 or at most \$300.00 While at the same time, this Defendant did actually put into said business and for the purpose of carrying on said work of his private means the sum of \$1547.69 cents for which said Maclay made him no allowance whatever.

This Defendant further states that when he ascertained how the said Maclay had rendered his Award, he objected to the same and gave due notice that he would not abide by the same. And this Defendant says further that the said Maclay did not truly state or find the accounts by his said award as they really stood between the plaintiff and this Defendant. Whereby he has been injured and damaged to the amount of \$1547.69 cents.

Wherefore he says that said award is unjust and erroneous and ought not to be treated as binding upon him.

That he did not nor does he unlawfully withhold the said property from the Plaintiff as by him

him in said petition is alledged
And he says that the Plaintiff
ought not to have or recover from
him any sum of money whatever by
reason of anything in his said petition
alledged And prays that said
award may be set aside, and
for nothing esteemed, And that
he may ~~be~~ have dismissal and
have judgment for his costs

Thomas F. Laurensen after being duly
sworn upon his oath says that the
above answer and the matters therein
stated, as stated are true
as he believes,

Subscribed and
sworn to before me

this 23 day of
Nov 1889

Elias F. Honey etc

Thomas F. Laurensen

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Joseph Campbell } Amicable submission of all
vs } matters of dispute to R. P. McClay
Thomas F. Laurensen } whose award to be final and
conclusive.

Article of Agreement, made and
concluded upon this twelfth day of October
A. D. 1857 by and between Joseph Campbell
of the one part and Thos. F. Laurensen of
the other part. Late partners under the
firm of Laurensen and Campbell for the
Graduation and Masonry of Section
Twenty Six of the St Louis & Iron Mountain
Rail Road. Whereby it is deliberately and
solemnly agreed to submit all matters
of variance or in dispute between us to
R. P. McClay. Hereby binding ourselves
firmly by these presents to abide by his
award in the premises without further
recourse by Law or otherwise, under the
penalty of Five hundred dollars, to be
recovered as sums of a like amt are by Law
recoverable.

Witness our hands and Seal
at St Louis Missouri
the day and year first above written

Signed in presence of
R. P. McClay

Thomas F. Laurensen
Joseph Campbell (Seal)

A. O. B. It is further understood & agreed that each
partner contribute equal shares to the payment
of all debts due by the firm all suits now pending
to be withdrawn.

Witness our hands & seals
R. P. McClay. J. F. L.
J. C.

(Seal)

Joseph Campbell } Amicable Submission,
vs } And now to Wit, Oct 14th 1837
Thomas. F. Laurensen }

The Referee in the above submission
having heard the parties, and examined
carefully the documents and proffs in the
case Awards as follows Viz, That each

party shall pay share and share alike of
all outstanding debts or liabilities

of the late firm of Laurensen & Campbell

And each to be accountable to the other for
a full half of the appraised value of all Goods
stock Tools or outstanding debts due the
firm in either hands or possession at the conclusion
of their work or since that time

To Wit, A Horse and claims against

Messrs McCarthy, Washburn & Vineyard in the
hands of Campbell (see acts) and five horses,

a lot of store goods tools &c in the possession of
Laurensen (see act & inventory) And after payments

of all just claims against the firm, Campbell
to receive of the amounts which appears to be due

the firm from the St Louis & Iron Mt. R. R. Co. Comp^y

(Viz 3048.06) one thousand eight hundred and
twenty three dollars & three cents (1823.03) and

Laurensen one thousand two hundred and twenty
five dollars & three cents (1225.03) or in that

proportion for any greater or lesser sum

Neither party to be at liberty to draw any
money for any purpose whatever without the

presence or written consent of the other except
such part of the indebtedness of the other Company

to the firm as is allotted to each by this award
The St Louis & Iron Mountain Rail Road

Company to pay or secure to be paid all

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outstanding liabilities against the Firm
(See Statement) before making Dividend between
the parties which dividend shall have as near
as possible the proportion aforesaid.

The parties to pay Thomas J. Laurensen
Twenty five Dollars for making abstracts of
their accounts

Witness my Hand the day & year
above written

R. P. Maclay.

Copied October 16th A.D. 1837.
by Thomas. J. Laurensen

Statement of the ac of Laurensen & Campbell
from a carefull examination of the Papers
Submitted to me including all accounts for
Stock, Tools, Clothing, Feed, Provisions, Hauling
Labour &c

Tools Clothing, Provisions (etc, etc)	6906.83 1/2
Feed Stock Hauling	5486.97 1/2
Labour &c	5785.50
Masonry paid	286.35
Liabilities of the Firm	\$18,415.66

W. Murphy	\$821.00
G. P. Green / masonry	313.65
J. J. Laurensen	598.00
Floyd & Brown	20.80
James Wilson	13.77
Burke & Coy.	10.00
H. J. Smyth	9.50
J. Murphy	7.50
C. P. Kelly	40.00

1832.72
20,248.38

Final Estimate 23,296.26.

Total payments to firm 18,415.48.

Balance due \$4,880.78.

Deduct Liabilities 1832.72

\$3048.06

Deduct Campbell's advance in Cash 598.00

Balance due to be divided 2450.06

Campbell to receive after paying liabilities 1823.03

Laurensen " " 1225.03

Copied Oct 16th 1857 by
Thos. J. Laurensen

Joseph Campbell
against
Thos. H. Lawrence

Copy of Overt
and
Answers for

~~to the Court~~

Filed Jan 23rd 1857
John J. Honey
Att'y

Joseph Campbell Plaintiff.

against

Thomas F. Lamenson Defendants

In the Circuit Court of
Jefferson County State of Missouri
November Term A. D. 1857.

The defendant Thomas F. Lamenson for
answer to the Petition of Joseph Campbell
the Plaintiff, says it is true that he and the
Plaintiff were Partners, and as such partners
done the work as in the plaintiffs petition
mentioned, and that since the filing of the
Plaintiffs petition herein a final Estimate
has been made by the Company, from which
it appears, that they the Plaintiff and deft
as such partners done work as follows
that is to say

Clearing & Grubbing 2 acres @ \$40 ⁰⁰ per ^{acw}	\$ 80:00
Earth Excavation 29,148 Cube yards	
at 21 cents per Cubic yard	6121.08
Rock rip-rap 10,700 ¹ / ₂ C yards at	107
\$1.00 per yard Cube	10,700.50
Hard pan Excavation 11,346 Cube	
yards at 24 cents per Cube yard	2,723.04
Hauling on 29,148 cubic yards at an	
average haul of 582 ¹ / ₂ feet eight mills	
per Hundred feet per Cubic yard	14,098.56

Hauling 11,346 Cubic yards of Hard Pan, at an average Haul of $68\frac{1}{2}$ feet at Cough Mills per hundred feet per Cubic Yard	624.03
Foundation for box Culvert 260 Cubic yards at 20 cents per Cubic Yard	52.00
Foundation for 2 nd box Culvert 305. Cubic yards at 20 cents per C yard	61.00
165, Cubic yards of Abutment Masonry at $\$5\frac{00}{100}$ per Cubic Yard	825.00
$31\frac{1}{2}$ Cubic yards of shutting Masonry at $\$7\frac{00}{100}$ per yard Cube	220.50
$26\frac{1}{2}$ Cubic yards of Culvert Masonry at $\$3.20$ per Cubic yard	84.80
5600 feet of Timber at 20 cents per foot	112.00
4200 feet of Plank 24 cents per foot	100.80
Putting in 9630 feet of Timber 5 cents per foot	48.15
200 Cubic yards of surface drain at 21 cents per yard	42.00

Amounting in the aggregate at
the contract price for said work to $\$23,296.46$
but the defendant here states
that said Estimate does not contain
a full Estimate of all the Work done
by the Plaintiff & defendant as aforesaid
but that the same is all that has been
Estimated or allowed to them by said
Company up to this time

That the Company up to the time of the filing of the plaintiffs Petition had paid on said Work on Monthly Estimates the sum of \$18,415.48, leaving a balance due the Plaintiff and Defendant for the Work above Estimated \$4,880.98, that since the Plaintiff filed his petition herein, he and the Defendant have drawn divers Orders on said Company in favor of divers persons, to whom the Plaintiff and Defendant as such Partners were indebted for Work and labor Materials, Goods, and Money loaned to them as such partners and used and done in and about the business of the said Partnership which orders were as follows

An order in favor of Francis J Smyth for	\$97.50
" " " " John F. Cronstick & Co	66.30
" " " " Mark Hamilton	132.34
" " " " ^{Garrison} Steam Boat Churner	41.50
" " " " Alex Kelsey	142.68
" " " " William Murphy	821.00
" " " " Geo. P. Green	312.65
" " " " Thos. J. Laurensen	623.00
" " " " Floyd & Brown	20.30
" " " " James Wilson	13.77

An order in favor of Burke & Co	\$ 10.00
" " " " " Francis J Smyth	9.55
" " " " " Joseph Murphy	7.50
" " " " " John W. Kelly	<u>40.00</u>

Making in the Aggregate the Sum of \$ 2,338.14
 All of which orders as the
 defendant believes, have been accepted
 by said Company, which would leave
 still due the Plaintiff and defendant
 as such partners by said Company
 for the work estimated as above the
 sum of \$ 2,542.84.

The Defendant for further
 Answer says, that he and the Plaintiff
 as such partners done other Work for
 said Rail Road Company than
 that above mentioned which was
 not included in the Contract
 between said Company & them, that
 is to say Pumping & baling Water
 for Foundations for Bridges on said
 Work and which was of the value of
 \$ 1,069.50 which work said Company
 have partially, though not fully
 estimated or allowed them for, and
 have only estimated the Value thereof
 at \$ 817.50 and paid on the same
 the sum of \$ 581.50, leaving due

due Plaintiff and Defendant for
said Pumping and baling according
to the Company's said Estimate
\$236.00 and that the Plaintiff &
defendant as such partners also tore
down a Stable for said Company
for which they were allowed by the
Company the sum of \$30.00 which
remains unpaid. And for further
Answer deft says that by a mutual
understanding between him and
the Plaintiff he the Defendant ^{on}
the part of the firm spent much ^{of the} time that
they were engaged upon said work in
the City of St Louis laying in provisions
Groceries, and Goods Employing
labourers, Borrowing money providing
Horses, carts, implements and tools,
and Materials, and what ever else
that was required and necessary for
the prosecution and completion of
said work and the fact is he the
defendant purchased layed in and
provided for their said firm, most
and in fact nearly all the Groceries
Goods provisions, implements, tools
horses, carts materials, Money.
labourers and Whatever else that

that was necessarily used and employed in and about the Business of said firm in the prosecution & completion of said work so done and completed for said Railroad Company by said Plaintiff and this Defendant as such partners and in so doing and in Paying for the same, and paying freight Bills and in Paying his own expenses necessarily incurred while engaged transacting the Business of their said partnership and for money furnished the plaintiff by him the Defendant as his partner, he the Defendant necessarily laid out and Expended a large sum of money to wit the sum of \$9,505.83. the particulars or an account of all which is contained in an account filed herewith and prayed to be taken as a part of this Answer. and marked with the letter "A"

And for further Answer defendant says that in addition to the said sum of \$9,505.83. so paid laid out and expended by him as herein above stated he also took down and sent at different times to the place where the said work was

being done the sum of \$8,840.24
which was paid over by the Plaintiff
and one Thomas J. Laurensen, the
Clerk of the Plaintiff and this debt
as such partners, to the labourers
and for Teams and other indebtedness
of said Firm at and upon said Work
which sum of \$8,840.24 being
added to the said sum of \$9,505.83
otherwise laid out and expended by
the defendant as herein above stated
makes the sum of \$18,346.07 of which
sum of \$18,346.07 the defendant
here states that he paid furnished
paid laid out and expended the
sum of \$1,957.38 out of his own private
and individual means which sum
of \$1,957.38. was put into and applied
to the use of said partnership, by this
defendant in the prosecution and
completion of said work for said
Company as herein above stated

And for further answer
defendant states that the Plaintiff,
drew the amt of two monthly Estimates
of said work from said Company
one of which was for the Month of
September 1856 and amounted to

to the sum of \$1,837.36 And the other
for the month of April 1857. amounting
to the sum of \$764.92 amounting then
the aggregate to the sum of \$2,602.29
of which sum he the Plaintiff paid out
on the debts of the firm and his Expenses
the sum of \$2,219.12 leaving a balance
in his hands of the amount of the two
Estimates so received by him of \$383.17
which sum he the said Plaintiff kept
and applied to his own individual
use and has not accounted for to
said firm. And in this connection
defendant further states that the
Plaintiff at different times after he
and the plaintiff entered into said
partnership and while they were
prosecuting and carrying on said
business, took and received of the
monies belonging to their said firm
over and above the amounts received
by him of the defendant, and
retained and used by him as above
Divers sums of money amounting in the
aggregate to the sum of \$376.87
which he applied to his own individual
use, the particulars of all which is
contained in an account of the same

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Some of the following
scanned documents fall
below Imaging Standards.
These documents will be
scanned as received.

of the same herewith filed and
prayed to be taken as a part of this
Answer Marked with the letter
(B)

And for further Answer
defendants state, that so far
as he now knows or has been able
to ascertain there is yet remaining due
by their said firm the following sums
of money to wit

To balance due Thomas J. Laurensen \$229.65
for which he has now a suit pending
in the St Louis Circuit Court of St Louis
County Missouri

Also to Dr John Lee \$8.66

" William Dickson \$5.00

" Mr Post 3.87

Amounting in the aggregate to the sum of \$242.18

And for further
Answer defendant says, that it is true
Horses, Cows, Carts one Waggon and
all Tools necessary to carry on said
work were provided and that a
stock of goods & Groceries was also
provided for the purpose of furnishing
the hands employed on said work but
states further that the same or nearly
all of them were purchased, Settled

and paid for by him the defendant
as he has herein above stated

That they completed said work
on or about the 15th day of May 1857
but it is not true as stated by the
Plaintiff that the Partnership between
and the plaintiff was dissolved
on that day, for the fact is the said
Work so done by them had not at that
time been Estimated nor did they
know the amounts that would be
allowed them.

And for further Answer
to plaintiffs petition, Defendant
wholly denies, and says that he did
not, wrongfully and without the
leave of the Plaintiff take or otherwise
take possession of any Horses, Cren,
Carts, Wagon, Tools or Goods belonging
to the firm as by the Plaintiff in his
petition is alleged and he says
further that the Horses, Cren, Carts,
Wagon, Tools and Goods belonging to
the firm on the Completion of the
Work were not of the Value of one
Thousand or twelve hundred dollars
or any thing like that sum but that
the same were only worth about

a schedule of which is herewith filed
marked with the letter (C)
about \$384.69, and he further says
that on the completion of said
work, the property that is to say,
Horses, Carts, Waggon, Oxen, tools
and Goods which belonged to the
firm were kept and taken possession
of by the said Thos. J. Laurensen also
^{to be by him the said Thos. J. Laurensen also at the request of the}
^{dependant} at the request of the defendant fed
stored and taken care of and that
he the said Thomas, J. Laurensen,
did take possession of the said
property and fed and took care of
the same for some considerable length
of time, and until the expenses for the
feeding and taking care of the same
amounted to a large sum of money to wit
the sum of \$300.00 whereupon he notified
the Plaintiff and him the defendant
to pay the charges on the same for feeding
and taking care of the same and take
said property which not being done by
the Plaintiff or by the defendant he the
said Thos. J. Laurensen, after giving
notice, sold said property to pay the
said charges on the same at which
sale said property brought and
was sold for the aggregate sum of
\$290.00 which sum he the said

said Thomas J. Laurensen kept & retained
and applied to the payment of the same
so charged by him as aforesaid.

And for further answer
the Defendant says that it is not true
as alleged by the Plaintiff that the
firm only owed about \$400.00, but says
that there was owing by the firm of
Debts Contracted for and on account
of the said business of said firm
at the time the Plaintiff commenced
his suit herein about the sum of
\$3,759.74, as will appear from
an account of the same herein above
stated which being deducted from
the \$4,880.98^{due} therein according to
the said Company's Estimate would
leave \$2,121.24, to which sum
should be added the amount of the
said Estimates for pumping and baling
and taking down said Barn
amounting in the Aggregate to the sum
of \$266.00 Which makes the sum of
\$2,387.24 profits on the Work after
paying the Debts according to the
Estimates so made by said Company
as aforesaid.

And for further Answer the Deft
says, that it is not true that he
refused to settle said partnership
Concern and accounts with the
Plaintiff nor is it true that he
refused to account to the Plaintiff
for his the Plaintiffs interest in the
Said partnership as alleged
by the Plaintiff nor is it true that
the defendant assumed to controul
the said partnership property but
the fact is may it Please your
Honour he the defendant has ever
since the Completion of said Work
been willing and anxious to settle up
the said partnership transactions
pay off the Debts due by said
firm and after paying the debts of
said Firm dispose of the remainder
if anything between the Plaintiff & himself
according to his rights respectively
in the premises and this defendant
is now willing and anxious that an
account may be taken between the
Plaintiff and himself and their
rights respectively ascertained and
adjusted and that Judgement may
be entered accordingly

And now having answered plaintiffs
petition he prays on an account being
taken in the premises that the said
sum of \$1,951.38. which he paid
and advanced out of his own private
means as herein above stated and
which is due him by said firm
<sup>and the sum of \$760.84 money belonging to said firm and used
by the plaintiff of which he is due the sum</sup>
on that account ^{may} by the order
and judgment of this Court be
first taken out by ^{the defendant} him, and he be authorized
to have and recover the same out of
any money due said firm by said
Rail road Company, for any work
done for said Company by Plaintiff
and defendants as such partners
And that whatever balance may be
due them from said Rail road Company
for work done by them after paying
all debts due by said firm ^{if any} may
be equally divided between them
and that the Court will make such
other orders and render such other
Judgment as may seem meet in
the Premises and that the deft may
have Judgment for his costs &c

R F Wrigate atty
for deft

Thomas F. Lawrence the defendant
being sworn upon his oath states
that the above answer and the
matters and things therein stated
as stated are true to best of
his knowledge and belief
sworn to & subscribed Thomas F. Lawrence
before me this 27th day
day of January A.D. 1838

Chas. P. Johnson.

Notary Public.

Account of articles goods, & money
 paid by Thomas H. Laurensen, for the firm
 of Laurensen and Campbell, and for
 money, delivered to Campbell by Laurensen
 & Co & referred to in answer as being under
 letter (A)

1856 & 57	Henry Ames & Co.			
"	"	as per Bices	738	17
"	Lafin Smyth & Co.	" " "	856	48
"	Levi Churchill	" " "	84	50
"	Floyd Brown & Co	" " "	170	94
"	C. H. Kraft & Co	" " "	54	90
"	James Wilson	" " "	381	39
"	J. F. Comstock & Co	" " "	117	80
"	Mark Hamilton	" " "	444	98
"	William Murphy	" " "	1200	00
"	Frank. J. Smyth	" " "	750	50
"	Mauntel Bulle & Co	" " "	1503	91
"	Child Pratt & Co	" " "	8	30
"	Thos Burke & Co	" " "	52	80
"	John H. Morse	" " "	42	00
"	Steam Boat Elvira	" " "	25	00
"	" Bunker Hill	" " "	10	50
"	Haywood Crow & Coy	" " "	18	80
"	Joseph Murphy	" " "	31	40
"	Edmond Burke "Forestal"	" " "	1	00
"	S. B. Editor	" " "	10	75
"	Jackson & Co	" " "	16	30
"	Mc Clelland Jackson & Co	" " "	1	75
"	J. H. Adams	" " "	3	53
"	Joseph Murphy	" " "	22	90
"	Kirkman & Burke	" " "	21	30
"	Bullesten & Co	" " "	5	50
"	S. B. Elvira	" " "	7	25
"	Therman & Sons	" " "	48	40
"	John Hacc & son	" " "	7	50
"	Edmond Burke	" " "	4	44
"	S. B. William Garvin	" " "	13	50
"	Joseph Murphy	" " "	19	55
"	Denis Burns	" " "	40	00
"	Manley's Bells	" " "	325	73
"	Saw Costs on same	" " "	20	00
"	Manley's drills	" " "	18	00
"	Gabot, Wals, & Co	" " "	250	00
"	Edmond Burke	" " "	32	70
	Carried forward		7162	05

1856 &
1857

Amt Brought forward	\$7162 05
Alexander Selvey	23 80
J. H. Barlow. I mt. R. R. d	80 00
Edmond Burke	100 00
Frank Cornish I mt. R. R. d	112 50
J. H. Walkers Watch I mt. R. R. d	2 50
R. Allen do	206 50
Harrison at Selma Cornish. Self & Hammer	15 00
Hains Strings	75
Edward Weir Office. I. mt. R. R. d.	5 00
Mens fare on Boat Elvira	5 00
Breakfast for men & self at Selma	5 00
Expenses in Illinois looking after Cart	55
Thomas. J. Laurensen to pay freight on men	29 00
Joseph Campbell	15 00
Richard Blake Expenses	5 00
Expenses on Golden Gate Men & self	10 20
Self expenses to & from St Louis	4 00
John Clearcys. Men & self	10 00
Expenses on same	6 40
Expenses Joseph Campbell & self to St Louis	1 90
Theodore Hoster & Co	15 35
do do	46 22
Expenses self & Campbell going to St Louis	6 00
J. B. Editor	7 35
G. W. Green Men & self	5 00
Burke & Butler services	5 00
do	1 25
Expenses coming to Work with Groceries	3 65
Dinner at Selma	50
Boat to St Louis	2 20
Expenses in St Louis with R. Allen	5 00
Thomas J. Laurensen going to Work	5 00
Burke & Butler for services	24 00
Expenses coming to Work with Groceries	4 80
Stickney & Co. Anvil & Bellows	16 00
Campbell for Nozel of Bellows	1 50
Expenses to St Louis with Fred Bentzoff	3 00
and John Wilson to bring goods to Work	3 00
Flour Scoops & Water dippers	1 65
Brought forward	\$7955 62

1856 57

Amt Brought Forward	\$7955 62
one Tin Horn "lost"	" 75
Getting Horse shod in St Louis	2 25
Silver for do in do	2 25
Mrs Clancy expenses at Selma & Cash	6 00
Hanna Hogan (Servant Girl)	26 00
Two Jiles	1 50
Geo. W. Green	40 00
Pocket & Day Book	2 50
Bake Oven & Mans &c	4 85
Furniture &c	45 00
Paper from Mr Crawford	5 25
D. A. Donovan Wheel Barrows on same	20 00
Expenses to Steam Boat & Storage	1 70
Two Striking Hammers	2 00
Edmond Burke for "Keevil"	5 00
Daniel Collins. "Waggoner"	5 00
Table Covers	2 50
Expenses in Hillsboro with R. Allen	
Cornish & Walker	5 00
Going to St Louis R. Allen & Self one	} 13 00
Night in Hillsboro	
Expenses at Bartling House with do	12 00
do do do do	7 25
Alenis Byrnes Hammer	2 50
John P. Kelly Cash & Expenses	23 00
Ed Kavanagh Carter	10 00
John P. Kelly men & self	4 65
do do to Pay for Wheel	15 00
Edward Kavanagh to Buy Horses & Cart	160 00
Thos. F. Laurensen expenses in St Louis	} 228 00
from Dec 1st 1855 to May 1st 1856 at 1/2	
dollars per Day	
Thos Burke and Coy	21 51
William Hayes for Work	20 00
Expenses in Mrs Gallaghers Case	10 00
Drayage Mauntel &c Burke & Butler	1 30
Fire on Boat for Blacksmith	1 00
Boarding Boys. Wife & Man	1 50
Joseph Campsice	1 25
Brought forward	\$8665 13

1856 & 57.	Amount Brought Forward	\$8665 13
"	Horse Keep in St Louis	5 25
"	Board for Work	1 75
"	Grindstone and Vice	7 20
"	33 1/4 yds of Damask for House	3 00
"	Joseph Campbell	52 50
"	do do	23 00
"	do do	60 00
"	George P. Green Expenses going to Work	5 00
"	Paid to William Murphy for Money loaned	21 00
"	William Cranson for Board & money borrowed	70 00
"	Team from Platten Rock to Sec 26 Sub RR	12 00
"	Expenses attending the Suit of Johanna Gallagher	20 00
"	Fee to W. F. Wingate attending to suit of	10 00
"	Said Johanna Gallagher	
"	Expenses on 30 Trips from Section 26 to	360 00
"	St Louis and Back, at \$12.00 per trip	
"	from May 1st 1856 to May 1st 1857	
		\$9505 83

State of Missouri }
~~St Louis~~ County }

This affiant Thomas H. Johnson being sworn upon his oath states that the foregoing account, and the matters therein stated are true to the best of his knowledge & belief
 Given to & subscribed
 before me this 27th day
 of January A.D. 1858

Thomas H. Johnson

Chas. P. Johnson,
 Notary Public.

2

(2) Amount of Cash Received by Joseph Campbell

4 th Dec 1855	To Cash	\$. 35
" "	" "	2.32
4 th 28 Feb 1856	" "	7.22
6 Mar 1856	" "	10.60
26 " "	" "	11.85
20 May	" "	35.89
Dec 1855	" "	" 75
Jan 1856	" "	" 75
10 March "	" "	1.45
Jan "	" "	2.60
" "	" "	11.11
March	" "	8.13
June	" "	5.35
"	" "	" 88
"	" "	1.40
"	" "	1.20
17 th March	" "	12.00
" "	" "	2.25
18	" "	2.00
24	" "	11.00
25	" "	2.30
19 April	" "	11.00
31 st May	" "	15.00
22 Aug	" "	1.00
		\$ 158.50

1856	Aug Brod Ford	\$ 158.50
17 March	To Cash	\$ 1.00
March	" " "	3.32
July	" " "	25.00
Sept	" " "	30.00
"	" " "	20.00
"	" " "	65.00
"	" " "	35.35
Oct	" " "	9.10
"	" " "	2.75
"	" " "	1.25
"	" " "	1.35
"	" " "	3.05
"	" " "	10.00
Dec	" " "	3.60
		<u>369.27</u>
1857		
February	" " "	7.50
		<u>\$ 376.77</u>

State of Wisconsin
St Louis County

This affiant Thomas H
Lawrence, being sworn upon his oath
says that the above account and
the matters and things therein stated
as stated are true to the best of his
knowledge and belief
Sworn to & subscribed

before me this 27th day of January
A.D. 1858

Thomas, J. Laursen

C. P. Johnson,

Notary Public

State of Missouri,
County of St. Louis I, the undersigned
Recorder in & for the County of St.
Louis, certify that C. P. Johnson, whose
name is subscribed to the foregoing affi-
davit, is a Notary Public, duly commissioned
& qualified, in & for the County of St. Louis,
that his signature is genuine, & that to all
his official acts, as such Notary Public,
full faith & credit are due.

Witness my hand &
Official Seal, at St. Louis,
the 27th day of January
1858.

Charles Recorder
for J. Conrad Esq.

See the Pittman
Circular Count
Nov. 1884

Joseph Campbell

is

Thomas T. Deane

adviser and agent

Statement of personal property referred
to in the dependents answer "C"

9 blue over shirts of value of 24 th	\$3.16
15 overalls	22' 3 30
9 Hickory shirts	1.98
12 vests	8 40
3 flannel shirts	1.41
16 pr drawers	7 52
4 Red shirts	1 48
7 Double coats	18.20
2 do	7 50
2 do	6 24
3 do	12.00
3 do	10 80
6 "	✓ 15 60
16 white shirts	3 25
5 Carpet bags	1 50
7 pr mitts	1 05
23 " shoes	18 40
10 " boots	14 00
1/2 chest damaged tea	2 80
Pepper	1.00
9 cans of Power (meat)	50
6 lbs Starch	60
Celamel	25
1/4 bottle quinine	65
25 bottles pain killer	1 25
3 vials Candium	15
10 gals mealines	3.00
60 lbs tobacco	5 70
1/2 box Epsom salts	50
scales & weights	1.00
17 earth picks	4 25
2 grubbs & 13 wheelbarrows	50
Aunt forwarded	

And brought forward \$	
3 sledges	1.50
2 Sturges hammers	.50
2 jammers	1.50
blacksmiths tools	15.00
6 crow bars	41.00
1 tamping bar	.30
6 the axes	.30
oxen	40.00
horses & wagon	100.00
1 horse & 3 carts	45.00
1 horse	2.50
ox yoke & 2 scrapers	2.00
12 Dills	15.00

\$384.54

Joseph Campbell

vs

Thomas Flewmen

Answer of Defendants

Filed Jan'y 28th 1858
Geo A. Honey Clerk

Joseph Campbell, plaintiff } In the
Against } Circuit
Thomas H. Laurensen, defendant } Court
of Jefferson County
Missouri

In Vacation

To the Honorable, John H. Stone, Judge
of the Circuit Court of Jefferson County
aforesaid.

The plaintiff respectfully states
that Thomas H. Laurensen, the defendant,
has now in his possession and under
his control all the Books, ~~and~~ ^{& documents} papers, of
the late partnership of said Campbell
and Laurensen, - and that said Books
& papers ^{will be} material to plaintiff on the
trial of the above entitled cause. He
therefore prays your Honor to order
that the said Thomas H. Laurensen pro-
duce and have at Court, on or before the
first day of the next Circuit Court of
said County, to be held at the Court house
at Hillsboro in said County, on the
fourth Monday of April 1838, all
the Books, papers & documents pertain-
ing to said partnership business & with
all day-Books, journals, Ledger, roll Books
and papers and documents appertain-
ing to the business of said ^{late} firm of
Campbell & Laurensen, the plaintiff
& defendant.

} Joseph Campbell
} By Abner Green, his
Attorney

Joseph Campbell, plaintiff, makes oath
and says the ~~above~~ Petition and the
matter therein as stated he believes
to be true.

Groom to & Subscribed before me
this 3^d day of February A.D. 1858
Alfred McKee Clerk Co. Ct.

Joseph Campbell

Joseph Campbell
vs.

Wm. H. Lawrence

Petition for
Production of
Books & papers

Joseph Campbell Plff -
Against
Thomas F. Lawrence Def. In the Jefferson Circuit Court

And now at this day Comes the Plaintiff by Alfred Egan, his Attorney, and presents to the undersigned Judge of the Jefferson Circuit Court, his petition setting forth among other things that the Defendant Thomas F. Lawrence, holds in his possession and Custody Certain Books, papers and documents of the late Partnership of Campbell & Lawrence, pertaining to the matters in Controversy in the above Cause, and containing material Evidence for the Plaintiff on the trial thereof, And praying that the Defendant Thomas F. Lawrence be required and ordered to produce the same in Court, on or before the day of trial. Which petition having been read and fully considered, It is therefore ordered by the undersigned Judge that the said Defendant Thomas F. Lawrence be accordingly required under pain of an Attachment for Contempt for disobeying the lawful orders of the Court, that setting aside all Excuses and delays, he produce in Court on the fourth Monday of April next, all Day books, journals, ledgers, roll books and other papers and documents appertaining to the business of the late firm of Campbell & Lawrence, and deposit the same with the Clerk, to be used as Evidence on the trial of said Cause. Or that he shew Cause at the time and place aforesaid why this order should not be made or why he cannot comply with the requirements thereof.

Done at Union this 26th day of February A.D. 1858

John H. Stone Judge of
Jefferson Circuit Court. Mo.

Joseph Campbell
on 3 Orders for Books of
Thomas & Sansons

Attest March 3^d 1858
Wm & Honey Clerk

COUNTY OF JEFFERSON.

The State of Missouri,

To George Hancock

Greeting:

You are hereby commanded, that selling aside all manner of
excuse and delay, you appear before our Sheriff David for the
County aforesaid, on the 29th day of April 1858
at Wellbata, there and there to testify, and the truth to say in a

certain matter of controversy, now pending in our said Court, between

Decker Lambell vs

Plaintiff and

Thomas J. Hancock vs

Defendant on the part

of Plaintiff

and herein you are so wise to find

Witness, ~~THOMAS J. HANCOCK~~ David J. Hooley

Sherk of our said Court

with the Seal thereof hereto affixed, at office this

27. day of March A. D. 1858

Geo J Hooley

Clerk.

I Execute the within writ on George Haverstick
on the 30th day of March 1858 by reading in his
presence and hearing

Augustine Wiley Sheriff

To Circuit Court

April Term 1858

Joseph Campbell

vs }
Thos. F. Lawrenson

for Debt
George Haverstick

30

Sheriff fees 50 cts

be made, and why he cannot comply with the
requirements, thereof

Done at Union this 26th day
of February A. D. 1858

John H Stone Judge of
Jefferson Circuit Court Mo.

A true copy of the order of said Court
from the original on file in my office

In Testimony whereof I hereto
set my hand and affix the seal
of said Court at office in Hillsboro
March 3^d 1858

Elias D. Honey Clerk

I Executed the within on Thomas F. Lawrence on
the Eighth day of March 1858 by leaving a true copy at
his usual place of abode with a free white person of the
family over the age of fifteen years
Augustine Wiley Sheriff

Do. Jefferson Circuit Court
April Term 1858

Joseph. Campbell
vs { Rule for Books &c.
Thomas F. Lawrence

Sheriff fees 50 cts

Filed April 12th 1858
Geo. J. Henry
Clerk

Joseph Campbell
Plaintiff
vs
Thomas H. Lawrence
Defendant

In the Circuit Court of
Albion County in
the State of Wisconsin
April Term 1838

To Joseph Campbell

You are hereby notified, that depositions of witnesses, to be read in evidence in the above entitled cause, on the part of the Defendant will be taken at the Office of Robert W. Briggs at Mount Pleasant in the City and County of Lewis and State of Wisconsin the 23rd day of April 1838, between the hours of eight o'clock in the forenoon and six o'clock in the afternoon; and that the taking of said depositions, if not completed on that day, will be continued from day to day, at the same place, and between the same hours, till completed.

Witness, H. Lawrence

County Court
of Deposition
County
of Princeton
1858

Joseph Campbell
vs

Thos H Lawrence

Notice to take
Depositions

Sheriff fees 50cts

Delivered to Joseph Campbell at true copy of the
within notice on the 9th day of April 1858
Margarette Wiley Sheriff

Joseph Campbell Plaintiff } In the Circuit Court
 vs } of Jefferson County
 Thomas F. Lawlesson Defendant } Missouri

The defendant states he cannot safely proceed to trial in the above cause for the want of material witnesses; that he has used due diligence to obtain this evidence, that he caused a notice to be served upon the plaintiff to take the evidence of said material witnesses in the city of St. Louis and that plaintiff and defendant did attend and take the depositions of a party of said witnesses in St. Louis, that the officer who took said depositions has not returned the depositions to this court and that defendant cannot proceed to trial for want of said depositions and that he knows of no other witnesses by whom he can prove the same facts.

Defendant further states that, he failed to get the evidence of other witnesses besides the above witnesses for want of time to complete the taking of them; that the suit between plaintiff & defendant involves a settlement of over \$23000.⁰⁰ of all partnership affairs and that in order to have a fair & satisfactory settlement of all the partnership affairs, it is necessary for the defendant to have the evidence of a great many different merchants in St. Louis and of some persons in Illinois to establish the various items & items of money paid out by defendant for their partnership affairs. That defendant endeavored to obtain their depositions on the notice given to plaintiff to establish the amounts of payments & credits of defendant in the settlement of partnership but that defendant has failed to obtain them owing to the large amounts involved &

the different witnesses by whom it was necessary to
to prove said payments & credits. If an adjournment
is allowed, defendant will be able to prove the
payments & credits due him from said firm set
up in his answer and his depositions already
taken in this cause will be obtained for
the trial. That he has no evidence here by which
he can prove the affairs of their partnership
& that at present would be no settlement of the
affairs of the copartnership according to justice
and that this application is not made for
vacation or delay but in order to obtain an
order to establish the true condition of the part-
nership affairs & that justice be done

Sworn to and
Subscribed before me
April 28th 1858

Thomas F. Lawton

Elias J. Hooney clerk

Thomas F. Lawton further states
last week & before the completion of the
taking of the depositions ^{referred to} in the above
affidavit, it was agreed between the attorney
for plaintiff and the attorney for defendant
that the suit in this court should not be
tried at the present term of this court

That under the belief that the case would
not be tried at this term of the court
defendant left his vouchers and other evi-
dence of his payments in St. Louis & caused
safely to be transported to the place of said papers
as also for want of the other evidence
referred to in the foregoing affidavit

Joseph Campbell
vs
Thos F. Lawrence

Filed April 28th 1878
E. A. Henry

Overruled

Thomas J. Lawrenson, sworn, is acquainted with the parties, was employed for parties as Clerk during whole time work was going on, I attended to paying the men, making up accounts, occasionally keeping time of men & bossing in absence of other bosses & attended the store, I kept the Books principally Mr Campbell sometimes, but seldom, gave things out of store in my absence, the goods were kept to supply the hands at work for the firm, the dealings in the store were confined almost exclusively to the men working for the firm, with few exceptions. It was agreed between Campbell and Thos J. Lawrenson that Campbell should go down and attend to the work and Lawrenson should remain in St Louis to attend to the business there, the business of the firm was generally done in that way. my father, the said Lawrenson, attended to buying goods & sending laborers, tools horses & carts and things necessary to carry on the work, all the things necessary for the work were got & sent down by my father with the exception of ~~goods bought~~ ^{once or twice} when Mr Campbell came up, It was customary to buy goods on credit from one estimate day to another. I kept no bill book, I have seen bills of goods purchased for the firm from Henry Ames, ^{& sundry other persons} the bills here shown were received with goods received by the firm from Henry Ames &c and the other business houses in St Louis, and are for the items of the following account ^{stated in the questionnaire} except the items for expenses, Mr Lawrenson remained in St Louis from the first of December 1855 to the first day of May 1856, he was engaged in supplying provisions sending down men and looking after teams, which was necessary to be done in order to prosecute the work, that portion

of the business was transacted by him, he was down at the work once or twice a month, remained there generally a day or two each time, my father had an office in the city, was a civil engineer and carried on the business I saw in the office in May 1856. He came down to the work to live sometime in May or June 1856. The list here shown marked exhibit "C" of defendant's answer is a correct list of the partnership property remaining at the work at the time of the completion of the contract, all of which was given into my possession by my father, to take care of until the partnership business could be settled, I fed the stock and took care of the other property for about eight months, my charges for which amounted to three hundred dollars, there was one yoke of Oxen, four horses, think it was worth about three hundred dollars to feed and take care of them, I notified the parties to come & pay charges and take away the property and that unless they did I would sell them to pay charges I served notice to that effect on both partners, neither of them paid charges or offered to do so. I then gave notice by putting up bills and sold the property, it brought about three hundred dollars, I gave the parties ten days notice and put up notices for sale six days before the day of sale, I kept the proceeds of sale to pay the charges, Mr Campbell was at the sale,

The firm owes me a balance of \$229.65

Mr Lawrenson attended to laying in the goods in St Louis generally, buying them paying for them and sending them out, I think all the articles mentioned in the bills from which the account herewith is made up, came to the work, I was not present when Mr Campbell bought any goods nor do I know of him doing so except in October 1856, when he sent down some

powder some 15 or 20 kegs cant say how many. I was up in the city with him, at the time but did not go round with him to the business houses and do not know that he bought ~~any goods~~, said powder, or other goods except a small bill of hardware when I was with him. Dont know that my father has an office in the city as a civil engineer before May 1856 when I saw there,

On one occasion heard my father in conversation with Mr Cranson in which Cranson stated that my father had paid him back fifty dollars which he had loaned my father to let Mr Smith have. I have several times heard my father in conversation with Mr William Murphy about money which my father had borrowed from him dont recollect to have heard them state the amount borrowed think the amount they mentioned at one time was money borrowed from Murphy by my father to buy Hay was about two hundred dollars. There were some estimates which fell a good deal short of the expenses. It is customary for persons carrying on that kind of business to be necessitated to borrow money. I heard my father when he came home tell Campbell that he had borrowed fifty dollars from Cranson to pay to Frank Smith. Campbell said that was right. Frequently heard conversations between my father and Campbell about their business. they spoke of the business generally, he would tell Campbell what he had done in St Louis & how the business went on there and Campbell would tell him how the work was getting on.

Campbell and I lived in a house rented by the firm down on the work, after the first of May 1856 my father & mother and brother came there to live also a young man by the name of Green. R Allen was the superintending Engineer on the work, S D Barlow was Treasurer of the Iron Mountain Railroad. Frank Cornish was a leveler

on the work. Edward Ware was in the Railroad office employed there. Mr Campbell was informed by my father that he had let the gentlemen named have money. Mr Campbell made no objections so far as I heard. The bills & receipts here shown going to make up the items in the account of money paid out by my father as set forth in the answer were in his possession on the completion of the work and were retained by him to show his management of the business in St Louis.

Cross examined, the balance claimed by me from the firm, is the same, for which I have brought suit in the St Louis Circuit Court, that suit is still pending, & further saith not sworn to & subscribed

before me Mar 8th 1859.

Thos. Fletcher Comr.

Thomas J. Lawenson.

Thomas J. Lawrenson produced sworn and examined on the part of the plaintiff states, I was out on the work from the 29th November 1855 until the 15th day of May 1857, was there all the time unless it was a day or two when it would come to St Louis, I cannot tell what amount of money was paid out on the work by Mr Campbell, I can say the amount paid out by him and myself together, I did not take charge of the paying off the men until the first of May 1856. Previous to that Campbell and I used to go together to pay the men, I cant say what amount we two paid out during that time except from the books they show the amount paid out from December 1855 to May 1856. to be \$1098.52 which was paid out by Campbell and myself, the amount paid out by myself on the work for labor and general expenses from May 1856 to May 1857. was \$10,777.65 cts of which amount \$424.90 was paid by Campbell and myself out of the estimate due for work done in April 56 drawn by Campbell. which was the last monthly estimate drawn, he paid a portion of it and I paid a portion of it, the same as we done in former times, out of the September estimate 1856. there was paid on the work ~~\$127.00~~ the sum of \$1502.30 cts, less \$41.40.

The flour and salt mentioned in the bill of Francis Lapere of date Nov 29th 1855. amounting to \$48.98 came down to the work, dont know who bought it, The amount of freight paid at Selma was paid by Campbell as we went down to work, it is charged \$8.05 cts

The amount charged to Gilligan for a shanty \$5. was charged to him by Campbell's directions, the shanty was got when we went down there, it was charged to him at his settlement in May the 20th.

The amount charged on the books as paid to Haverstick for hauling in Dec/55 amounting \$5.95 was paid by Campbell or myself and if paid by me I got the money from Campbell, also to Haverstick for oats ten dollars, also \$21.65 to Smith for Beef, which is charged as paid in December 1855. There was also paid Thomas Cook for Hauling \$7. also \$5.50 to Benj F McKee for capboards. also to Haverstick for hauling \$9.30 cts there was also paid in December to Fletcher for lumber \$5. to John Stroup for hauling logs \$1.50 To Haverstick for house rent \$10. - which last item was paid by Campbell a day or so after our going there, also to John Stroup for Beef \$12.80 to Haverstick a stack of oats \$10. - for water pails at Hillsboro 60 cents, to Brazel for Beef \$27.60 which was paid by Campbell, there was also paid in Dec or Jan'y to John Wilson for work \$6. also to Fredrick Wright \$1.75 ~~There was also paid Peter Smith \$12.50 for corn this last item was paid in December 1855.~~ there was corn delivered there, ~~was~~ charged on the book \$52.50 as paid for corn which item I took from a pocket memorandum of Campbell kept by himself, the corn was got in December 1855, there is charged to John P Keely four dollars which if paid was paid by Campbell it charged in December 1855.

there is charged to Mat Leaver 10¢ in Jan'y 1856. for cash paid to him, by Campbell. there was paid Wilson for flour 30¢ in Jan'y 1856, also to Brazil for Beef \$29.85 I recollect of him bringing beef on several occasions dont know when the last item was paid, it is charged as having been paid in Jan'y 1856. there is also charged as paid to Osborne for rails \$1.20. in Jan'y 1856. there is charged to Bryan Dunlap 50 cts in Jan'y 1856, also in Feby 1856. Michael Burke 80¢ to Michael Collins one dollar in Jan'y 1856. these items were not paid by me Campbell paid them if they were paid, there is charged as paid to Thomas Smith for Beef \$37. on the 5th of Feby 1856, to John Stroup for Blacksmithing \$2.50 in Feby 1856. to Michael Collins \$1.50 in Feby 1856, to Brod Keeley for flour \$32.50 in Jan'y 1856 I didn't pay it, the books dont state who paid it, there was no body there to pay it but Campbell, my father never paid anything there on the work, I saw Campbell with a draft on Lucas & Lemionds for \$100 - it was coming from up the country somewhere, dont think I saw the draft afterwards, my father told me he had the draft. I suppose it was the one. I think he told me he got it from Campbell, I heard him say he got the money for it, a man who lives on this street he said got it for him,

The Books show that Bryan Dunlap was paid 75 cts on work in Jan'y 1856, Michael Collins 60 cts in Jan'y 1856. Bro Stroup for blacksmithing 60 cts in Jan'y 1856

to Osborne for whiskey \$2.10 in January 27th 1856, to John
Amnigcin \$2.75 in January 1856, to Michael Boyle \$1.50
on 29th January 1856, to John Holland cash for band
\$1.50, I believe I got the money from Campbell to pay it,

Mr Campbell came up to St Louis about Feb 1856 with
the waggons, the charge of five dollars for going to
St Louis & back is enough for that trip.

The books show that there was paid Michael Collins
5¢. in Feb 1856, it was paid by Campbell or myself
dont recollect which, The firm brought suit against
a man by the name of Mc Leale for possession of
a shanty, The Books show that there was paid to
Fre^d Bentroff ten dollars in March 1856, Rutherford hauled
wheelbarrows to the work, it was worth \$2.25 to haul them.
dont know what ^{he} charged, it appears from the books that
Rutherford was paid \$3- dont know who paid it, Rutherford
had an account with the concern extending down to May ¹⁸⁵⁷
there appears a charge on the books of \$11.15 paid to Foster
for storage at Selma, he was usually paid at his store
sometimes he was paid in St Louis, usually he was
paid at Selma, I have no recollection of having
paid it, the charge is in April 1856., I think it was
in July Campbell came to St Louis for whiskey, I think
\$6.50 a reasonable charge for going to St Louis & back,

In February 1857. I gave Campbell twenty dollars to
pay Collins on account of a horse and cart,

The bill of Alex Kelsey for coffee & shoulders dated
May and June 1857. amounting to \$142.68 my father

told me was ordered by him,

[It is here admitted that a joint order was given by
Lawrenson & Campbell on the Railroad company for
\$142,68 since the commencement of this suit, to Kelsey]
we had the articles mentioned in the said bill, at our
house down in the country, at my fathers house, where
he and family resided, the work was done about that
time, I and George Green had both been in the employ
of the firm. I was then in their employ fixing up their
accounts, when the things came down, George Green
was doing nothing, but was stopping there to get a
settlement with Campbell, George Green, Campbell
and myself had been boarding there,

I came to St Louis in October 1856. on the boat
with Mr Campbell, he paid my fare, the usual charge
was a dollar on the regular boat. we were on the
regular boat,

Crop Examination. Sometime in December 1855 when
down on the work, Campbell & I were standing
at the fence, he remarked what nice work it was
and wondered what kept my father from coming
down. he remarked that all the money he had was
out now and he expected the old man down with
some and wondered why he was not coming, ~~also~~
he came down in a few days afterwards, I don't
know anything about his bringing any money, don't
know about Campbell having money just afterwards
he paid out money all the time, after that and up

to the time of drawing the estimates, he and I paid out money. The items of money paid out by myself & Campbell on the work from the time of the commencement up to May 1856, are included in the item of \$1098.52 above spoken of that sum was paid out in cash. I don't know whether that money belonged to either member of the firm individually or to them as a firm, no portion of that sum was paid out for things got in St. Louis

my father sent and brought down to the work the sum of \$8,869.07 in money, which was paid out on ^{and the sum of \$236.35 the amount paid on masonry.} the work, ^A my father took his family down there

to have a place of our own to board that is for Campbell & myself and Green and my father when he would be there. The articles bought of Kelsey above spoken of were brought down there before the business was closed and before the family left. The articles mentioned in the accompanying bill marked "No 1." were got out of the property of the firm by Mr Campbell and appropriated to his own use. my mother kept the house and done the work she had a servant three or four months, she was there twelve months. Keeping house. It was understood between my father & Campbell that George Green was not to be charged any board in consequence of his doing work about the place

Re examined by Plaintiff. I gave the items in the account "No 1" to Campbell, except the doctor

bill^{10¢} vineyards Bill 16¢ Washburn \$14.29 and McCarthy's
amt \$56.00 I saw Mr Campbell's teams moving the lumber
in Sweeney's shanty & the wheeling plank, his hired teams
the clothing he got from time to time it was not charged
on the Book I made a memorandum of it, I didn't
see Mr Campbell get the money from McCarthy or
Washburn did not hear him say he got it, I know
from the books that ^{Laurenson} ~~pay~~ brought and sent to the work
the sum mentioned above from the books, there was
no one else to bring or send it, I know it for the books
show that amount was paid out.

sworn to & subscribed before Thomas J. Laurenson.
me April 1859. Thos Hatcher Comr

Goods and Money rec^d by Joseph Campbell
 From Store &c &c January 1859.

4 pr of Boots	³ / ₅ pr	\$ 20.00	12 00
3 " shirts	1/50	4.50	1 50
4 " socks	30	1.20	1 20
4 " Br 1 Bill		10.00	10 00
1 coat		10.00	6 75
1 saddle bag		1.00	1 00
Lumber		17.50	17 50
Vinnyards Rice		16.00	16 00
Washburn		14.29	14 29
McCarthy		36.00)	48 63
		\$ 150.49	128 87

Thomas J. Laurensen,

No 1. Laurensens Deposition.

of Hampshire
Stone Hill and
of many others
of them.

1850.

No 11

Inventory of Stock on Auction 26 Dec 1838

1 brace Velepeston	115.00
1 ym. mnd	40.00
1 bble Grey	25.00
1 bull mnd	75.00
1 yoke steen	100.00
1 scate @ 25.00	60.00
1 set of cart harness @ 4.00	40.00
1 wagon	35.00
harness for wagon	15.00
1 set harness for chaise @ 3.00	6.00
1 gunnston	2.00
1 box of tumbler	10.00
1 chafinut to do harness	u
1 ym. mnd small to do	10.00
1 set of tumbler	25.00
1 harness for tumbler	45.00

857 2.00

list referred to in inventory deposited marked "13"

50.00

255.00

100.00

60.00

16.00

35.00

10.00

4.00

10.00

5.00

15.00

2.00

4562.00

John Sweeney of lawful age being produced sworn and examined on the part of the Plaintiff deposes and saith, I was acquainted with the parties, I knew the property on section no twenty six on the St Louis & Iron Mountain Railroad belonging to the parties. I was there at the time the work was finished which was in May 1857. I took an inventory of the property which is here shown and is marked exhibit "A" of my deposition, the value of the property as mentioned in the inventory was \$168, 85 cts. there was other property there, the articles mentioned in a list hereto appended marked exhibit "B" of my deposition to wit, Four Horses, one yoke of oxen three carts and one waggon, four sets of harness, two ox chains, there was a cooking stove and household furniture. There was some lumber there, which was hauled away the day the work was finished, there was some Carpenter tools, the waggon was a second hand one newly repaired was a two horse waggon, I was at the work the whole time from the time Campbell & Lawrenson took it until it was

finished, I was foreman, there were fine horses altogether Mr Campbell kept one of them, he was called "Tom", I have been in the railroad business over seven years and am still in it, the household furniture was worth fifty dollars, I keep house myself, the four horses were worth two hundred and fifty five dollars, the yoke of oxen ~~was~~ worth one hundred dollars, the three carts were worth \$20- each, sixty dollars for the three, the harness was not very good was worth about \$4- each making sixteen dollars, the waggon was worth thirty five dollars the harness for it was worth about ten dollars, the ox chains were worth two dollars each, the lumber was worth about ten dollars, the carpenters tools, were worth five dollars, the cooking stone was worth fifteen dollars, there was a grindstone worth two dollars, this property belonged to Campbell & Lawrenson, Mr Lawrenson, the partner, took the property above mentioned, I saw goods in the store, also cant say what they were worth, I took no inventory of them, there were some coats & boots and good many things several articles,

Major Lawrenson got six barrels of Beef from the firm of Lawrenson & Campbell, - they sent it to him, Crops examined, the lumber and all the things were taken up to the house where Campbell & Lawrenson lived, this was done when the work was finished, dont know what was done with the cooking stone, dont know what became of the horses, they were taken off the work were not there on the last day, they were in the stable where

they were usually kept, the property was collected and taken up to the house where Lawrenson & Campbell had lived during the work, I don't know what became of it afterwards. The household furniture was in the house where they both lived it came from St Louis, one bedstead, a set of new chairs and some old ones and a couple of old bedsteads, a falling leaf table and two small ones some dishes, knives & forks don't know how many, Lawrenson's family was there. I believe these things came there before his family some days. They came there marked in the name of the firm, Lawrenson kept house, don't know what became of the furniture, there was some old bedsteads and such like of little consequence there before the family came a man had them who kept boarders, he went away & left them there, and further saith not.

sworn to & subscribed before John Sweeney
me March 8th 1859, the 6 Fletcher Com^{rs}

Campbell
as
Lawrence,
depositions

Filed June 6th 1859
Oliver & Honeycutt

Depositions of witnesses, produced, sworn, and examined at the office of R. F. Wingate, No. 19 Chestnut Street in the City and County of St. Louis and State of Missouri, before me the undersigned, a Notary Public Chas. P. Johnson, a Notary Public within & for the County & State aforesaid, in a certain cause now pending in the Circuit Court of Jefferson County, State of Missouri between Joseph Campbell, plaintiff and Thomas F. Lawrence, Defendant, on the part of the defendant.

George Beck, of lawful age, being duly sworn and examined on the part of the Defendant, deposes and saith: -

I reside in the City of St. Louis. I have been acquainted with the Defendant for some time - have seen plaintiff several times but do not know him. Lawrence & Campbell did business in our house when they had the contract on the Iron Mountain Railroad. The business was always done by Mr. Lawrence, with the exception of once, when Mr. Campbell ~~did it~~ left an order for some iron. They made a bill at our house to the amount of \$175.94 cents. I have examined the bills marked respectively, "A." "B." "C." "D." "E." - They are the bills made by Mr. Lawrence at our house and were paid by him. The house referred to ~~is~~ is that of Brown, Floyd & Co., No. 174 North Second Street, St. Louis, Missouri.

Cross Examination:

None of the papers marked "A." "B." "C." "D." "E." were paid at the time they were made ~~were paid~~ that I remember. Sometimes the account would stand a month and sometimes two months.

before they would be settled. Mr. Lawrence was ^{in the} habit of calling on the estimate days and settling the bills. The accounts were not all settled in the year 1856. The receipts marked "F" & "G" were given ~~for~~ ⁱⁿ the settlement of the accounts. The accounts are not all closed yet. There is a balance due of Twenty dollars and thirty cents which was settled by an order on the Iron Mountain R.R. The order is signed by Lawrence alone. There may be a receipt for these goods later ^{than} November 1856, but I can't say. My impression is that the receipt marked "G" closed the account with the exception of \$20.30 just above referred to. - ^{On reference to a paper I have here I find that} The account was closed and paid ~~for~~ ^{by} with the exception of the amount of this order, The 14th day of November, 1856.

Geo. I. Beck.

Francis Smith, of lawful age, being sworn and examined on the part of the defendant, deposes and saith:

I reside in the City of St. Louis, and am acquainted with both the parties to this suit. I kept a forwarding house at Platten Landing during the time that the parties to this suit were fulfilling working their contract on the Iron Mountain R.R. Road. They kept a running account with me from the time they commenced the work ^{or shortly thereafter} till they finished it about eight or nine months. They had commenced the account in October 1856, and that account was kept up until the month of May 1857 or later.

The account was for stuff to be used on their work. The

amount of money that was paid to me on account, as it appears from vouchers and receipts in my own hand writing and the hand writing of my clerk was eight hundred and sixty-seven dollars and fifty cents. S. G. Spalding, ~~the~~ ~~last~~ ~~referred to~~ was in my employ at the time and they are in his hand writing, with the exception of one in my own hand writing. They are marked respectively Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11. - (bills and receipts) and herewith filed. The one in my own hand writing is marked No. 3. All the rest are in the hand writing of S. G. Spalding my clerk. The bill marked No. 11, is not included in the amount of money paid me mentioned above - that is the eight hundred and sixty-seven dollars and fifty cents. it was created by one Scanlan - and I am under the impression that Mr. Lawrence vouched his word that he would be responsible for the amount, - or Scanlan may have had a note to that effect. I am not certain however. But eleven dollars and ^{six} fifty cents if it was paid by Mr. Lawrence, as appears from the receipt of my ^{said} clerk. Orders were generally sent from Lawrence for the things furnished them by me. Lawrence from Lawrence & Campbell. - I cannot say in whose hand writing they were. The settlements and payments were mostly made by Mr. Lawrence. Mr. Campbell made some payments. He paid \$20 dollars on the bill marked No. 5. That was all he paid upon the herewith filed bills, vouchers and receipts, ^{with the exception unless he paid the cash payment of \$100 mentioned in voucher No. 7.} I have examined all the bills, vouchers and receipts above referred to in Nos. from one to eleven, and find them correct and give them to be filed as part of my deposition. ~~Mr. Lawrence~~ Mr. Lawrence was hauled out home from my place by

one of the negroes, a distance of twelve miles, one time at least, but I do not know whether it was paid for or not. He had my permission to do so and used my horse and carriage wagon, and that such a trip was worth three dollars.

Cross Examination:

S. G. Spalding is at or near Platten Landing. That is about fourteen miles from Keilleston, Jefferson County, Missouri.

Platten Landing is about thirty miles from St. Louis.

The ~~statement~~ knowledge upon which I have made the statements about money received &c. is derived from the bills, vouchers and receipts and from my doing business ~~there~~ with them - their purchasing the ~~for~~ ~~having~~ the goods and articles from me. All of these vouchers, &c. are made out in the hand writing of Spalding, except No. 3. In voucher No. 7, the cash credit for one hundred dollars, dated December 13th 1856, I don't know whether it was paid to me or to Mr. Spalding; In voucher No. 6, the cash credit of ten dollars, dated Jan. the 16th, I do not think was paid to me. I don't think I received money myself more than three times. The cash credit in voucher No. 6 of one hundred and fifty dollars is the same as that receipted for in voucher No. 8. In voucher No. 4 the cash credit of one hundred dollars, under ^{date} February 18th 1857, is the same, I believe, receipted for on the back of voucher No. 6. In voucher No. 4, the cash credit of twenty dollars, under date of February 12th 1857, I do not know who paid. ~~it~~ Wherever there

is a credit on the vouchers for sacks or produce they were for such as had been returned. The voucher No. 9. the cash credit of one hundred dollars, under date of April 10, 1857. I think is the same as that received for in voucher No. 3. In voucher No. 2, the amount mentioned I do not remember to have received myself. Mr. Spalding was my bookkeeper. The amount of one hundred mentioned as a payment in voucher No. 7. I cannot say whether it was paid by Mr. Laurensen or Mr. Campbell or whether it was received by myself or Mr. Spalding - but am under the impression that it was paid by Mr. Laurensen to Mr. Spalding from the fact that I usually saw Mr. Laurensen coming up to draw the estimates - and I believe he generally did so - and he ^{usually} ~~generally~~ made ~~use~~ a payment immediately after drawing the estimates. The distance from St. Louis to Hillsboro, ^{Jefferson County, Mo.} by the way of the Railroad is forty-two miles. The distance by the old stage road is between thirty-eight and thirty-nine miles. I believe the general route is at present by the railroad.

Thos. B. Smith
— " —

Austin Walsh, of lawful age, being duly sworn and examined on the part of the defendant, deposes and saith: I reside in the City of St. Louis State of Missouri. The distance from here to Hillsboro is about forty miles. I am acquainted with both the parties to this suit. Mr. Laurensen bought goods from me, as specified in bills marked No. 12 & 13 - in the name of Lauren-

son and Campbell. Those bills were paid and by Mr. Lawrence, about the ^{time they are dated.} sales of ~~Lawson~~. There was also another bill paid by order of Messrs. Lawrence & Campbell on the Company of the Iron Mountain R.R. I transacted the business altogether with Mr. Lawrence.

Cross Ex.

I know the distance from here to Hillsboro from the fact of having rode there on horseback.

Austin Walsh

William Murphy, of lawful age, being duly sworn and examined on the part of the Defendant, deposed and saith: I reside in the City of St. Louis. I am acquainted with Mr. Lawrence and with Mr. Campbell. I have had business transactions with them in furnishing them materials for their work on the Iron Mountain R. Road. I furnished them ~~with~~ all kinds of provisions, groceries and merchandise. I have also loaned money to Mr. Lawrence. I transacted my business with Mr. Lawrence. All the goods I sold I shipped to Lawrence & Campbell at Selma, as directed by Mr. Lawrence. I can't tell the whole amount of the accounts. The amount that has been paid me on the account with Lawrence & Campbell ^{and notes} in all the bills, and receipts, marked Nov 4, 15, 16, 17, 18, 19, were paid by Mr. L. F. Lawrence on the account of Lawrence & Campbell for the merchandise I furnished them for their business on the Iron Mountain R.R. Lawrence also paid ~~me~~ eighty

dollars for commission for advances made by ~~me~~
to Lawrenceon & Campbell. Lawrenceon paid me twenty
eight dollars for mits & socks purchased from
Roach. He also paid \$1.45 cts for protest on note
marked No. 18. I loaned Mr. Lawrenceon, during the time
the business was going on, two hundred and twenty
two dollars. I kept the account of the same along
with the other accounts. It was paid back to me
by Mr. Lawrenceon. Eight hundred and twenty-one
dollars was paid to me by an order on the Iron
Mountain Railroad Company, signed jointly by
Lawrenceon & Campbell. The above order went to
pay part of the vouchers or accounts above re=
ferred to. Nos. 14, 15, 16.

Cross Examination:

The ~~note~~ two hundred and twenty-two dollars spoken
of above was part of a note of four hundred and
thirty dollars, ^{and} ~~which~~ was made by J. F. Lawren=
son alone, and made payable to me. In vouchers
Nos. 14, 15, 16, 17, which I said in my direct examination
were all paid by Lawrenceon, individually, I meant
all with the exception of ~~that~~ such portions of such
vouchers, ^{bills & notes} as were paid by the joint order made
by Lawrenceon & Campbell, upon the Iron Mountain
Railroad, on the 14th day of October 1857 for eight
hundred and twenty-one dollars. - or in Lawrenceon
paid all the said vouchers, bills and notes with
the exception of said eight hundred and twenty
dollars which was paid by the joint order of

Lawrenson & Campbell upon the Iron Mountain Railroad.
The note marked ~~voucher~~ No. 19 was for a balance
due for beef. The value of ^{all} the beef that was
purchased from me was about five hundred
dollars. I do not think that either of the
notes marked ~~17~~ Nos. 18 & 19 were in payment of the
^{mentioned and marked as heretofore.} accounts. ~~However~~ I received from Mr. Lawrenson in
cash on account of Lawrenson & Campbell - \$300.
\$400. \$500. \$821. \$500. amounting in all to \$2521.00, of
which the \$821 was the joint order above referred to.
The last five hundred dollars was paid me some
three or four months ago. The \$500 ^{included} ~~over~~ for the
eighty dollars, ~~for~~ the two hundred and twenty-two ^{dollars}
and the \$28 spoken of above. The \$2521 was all the
money I received that I remember of. I
paid the vouchers for the articles mentioned in
the vouchers Nos. 14, 15, 16, & 17. ~~And in payment of~~
those vouchers and also in vouchers Nos. 18 & 19 I got
the \$2521.00. This amount of \$2521.00 also inclu-
des ~~the~~ seventy dollars in the last mentioned
\$500, which Lawrenson advanced over the amount
owing me on his personal account and which
I still owe him for. ~~and~~ When I got the \$821
I considered it as a settlement of the accounts.
At the time I received the \$821 order, ^{from} Lawrenson
& Campbell I considered it a settlement between
them and ^{myself} ~~me~~ that they owed me nothing and
that I could not collect five cents from them.

Wm Murphy

State of Missouri }
County of St Louis. } ss.

I, Charles P. Johnson, a
Notary Public, within and for the County of
St Louis, State aforesaid, do hereby certify that
George Beck, Francis Smith, Austin Walsh,
and William Murphy, the deponents in the
foregoing depositions, who all reside in the City
of St Louis, State of Missouri, was by me sworn
to testify the whole truth of their knowledge
touching the matter in controversy in the
cause aforesaid; and that their depositions
were reduced to writing and subscribed
by them in my presence on the 23^d day of
April, A.D. 1858, between the hours of ten o'clock
in the forenoon and six o'clock in the after-
noon, at the office of B. F. Wingate, No 19,
Chestnut Street, in the City of St Louis, and
State of Missouri.

In witness whereof I hereunto set
my hand and affix my official
seal on this the 15th day of April
A.D. 1859.

Chas. P. Johnson,
Notary Public.

Campbell
J^r Lawrence
Albion

Albion June 6th 1854

Joseph Campbell
to Lawrenson & Campbell Dr

1855

Dec 4	to cash.	.35
	do Gilligan	2.32
1856 Feb 4	" do	7.22
Mar 6	" do "	10.60
Mar 26	" do "	11.85
May 20	" do "	35.89
Dec /55	" do S. McKee	.75
Jan /56	" do "	.70
Mar 10	" do S. J. Lawrenson	1.45
Jan	do " Gmelligan "	2.60
"	do do	11.11
Mar	do do	8.13
" 12	do T. Lawrenson	12.00
"	do Geo. White	2.25
	do	2.10
	do	11.00
	do	2.30
	do	11.00
	do	15.00
	do	1.00
	do	1.00
	do	3.32
	do	25.00
	do	30.00
	do	20.00 (to Henry May, Boston)
	do	65.00
	do	35.35 R. Allen
	do	9.10
	do	1.35
	do	1.25
	do	4.50
Total		348.49

Amount paid out by Thomas F. Lawrenson on ^{acc} of the firm.

amt sundry bills of Henry Ames & Co	\$ 523 43	
do do " " Laflin & Smith	421 00	
do " " " Levi Churchill	84 50	
do do " " James Wilson	301 82	
do do " " James F. Conetock	84 30	
do do " " Mark Hamilton	290 00	
do do " " Child Pratt & Co	8 00	
do Bill of the Burke & Co	52 80	
do do " " Ino. H. Morse	42 00	
do do " " S. B. Elvira	25 05	
do do " " A. Parker Hill	10 50	
do do " " Raymond Cross & Co	18 80	
do do " " Joseph Murphy	43 65	
do Paid Edmund Burke for F		
do " S. B. Editor	10 75	
do " Jackson & Co	16 30	
do " M. C. Bellan Jackson & McGill	1 75	
do " John H. Adams	3 53	
do " Kirkman & Luke	21 30	
do " H. G. Belatine & Co	5 35	
do " S. B. Elvira	7 25	
do " Dwyer for Whiskey	48 40	
do " Ino. H. Hall & Co	7 30	
do " Edmund Burke two Bills.	37 14	
do " S. B. Wm. Garrison	13 50	
do " Dennis Burns	40 00	
do Sundry Bills Wm. Manly	328 16	
do Cabot Whales & Co's Bill	250 00	
do Alex. Kelsey's "	23 80	
do S. D. Barlow I. M. R. R. Co	80 00	
do Edmund Burke	100 00	
do Paid Frank Cornish I. M. R. R.	112 00	
do do L. K. Wacker	2 50	
amt Carried Forward	\$ 3825 18	

Amt. Prot. Forward.		30 15 18
Amt Paid R Allen & m R.	206 00	
" " Harrison at Selma	15 00	
" " for Name Strings	. 75	
" " Edward Ware	5 00	
" " Men's fare on Elvira	5 00	
" " Breakfast self & men at Selma	5 00	
" " Expense in Ills after Capt	. 55	
" " Thos J. Laevenson to take men down	29 00	
" " Joseph Campbell	15 00	
" " on ac of Blake	5 00	
" " Expense of self to & from St Louis	4 00	
" " do John Cleary men & self	10 00	
" " do self & Campbell to St Louis	1 90	
" " Theodore Foster bill	61 57	
" " Expense of self to St Louis	6 00	
" " do Geo S Green men & self	5 00	
" " Burke & Builes	6 25	
" " Expense going to work, with groceries	5 65	
" " Dinner at Selma	50	
" " Boat to St Louis	2 00	
" " Expense Thos J. going to work	5 00	
" " Burke & Builes	24 00	
" " Stickney & Co anvil & Bellows	16 00	
" " nozzle to Bellows	1 50	
" " Expense to St L with Pentro & Wilson	3 00	
" " Flour Scoops & water dipper	1 65	
" " One Tin Horn	. 75	
" " Shoeing Horse in St Louis	1 25	
" " Livery for same	2 25	
" " Mrs Clancy's Expense at Selma & back	6 00	
" " Mammah Hogan servant	26 00	
" " Two files	1 50	
Amt Carried Forward		3493 23

Amt. Prot for			3493 23
Amt Cash Paid Geo P Green		40 00	
" Pocket & Day & Port		2 50	
" Pa for Bake oven & Pans.		4 85	
" " " Furniture &c		45 00	
" " " Paper from Mr Crawford		5 25	
" " D & Bonner's wheelbarrows		20 00	
" " Expense to St L & Drayage		1 70	
" " 2 striking Hammers		2 00	
" " Edmund Burke "do Heerib"		5 00	
" " Sant Collins waggon		5 00	
" " Table covers		2 50	
" " Expense to Hillsboro Allen Cornish & W.		5 00	
" " do do & Squire R Allen		13 00	
" " do at Parting House do		12 00	
" " Dennis Burns for Hammers		2 50	
" " John P Kelley Cash & Expenses		23 00	
" " Edw Karanagh "Carte"		10 00	
" " Ans P Kelley to pay for wheel		10 00	
" " Edw Karanagh for Horse & Cart		160 00	
" " Expenses of self in St Louis from Dec 1 st 1855 to May 1856.		114 00	
" " Tho Burke & Co for Hay		21 50	
" " Wm Hays for work		10 00	
" " Expense in case Mr Galliger vs firm		10 00	
" " Drayage		1 30	
" " Fare on Boat for Blacksmith		1 00	
" " " for Boarding boss, wife & man		1 50	
" " Joseph Campbell		1 25	
" " Keeping Horse in St Louis		5 00	
" " For Dray		1 75	
" " Grindstone & vice		7 20	
Carried Forward			4037.03

Amt Prot For			4037 03
Amt p ^d for 33 1/4 gals Damask. for Ragan		3 00	
" " Joseph Campbell 52,50 23 @ 60	135 50		
" " Wm Cranston for Board bill	20 00		
" " Team from Platin Rock to Sec 26.	12 00		
" " Expenses of Suit of Johanna Gallagher	20 00		
" " R D Wingate fee	10 00		
" " Expenses in going to St Louis at various			
" " Times on business of firm.	125 00		
" " Bills of C K Straft & Co	52 65		
" " do " Lloyd & Brown	69 49.		
" " William Murphy	1200 00		
" " Francis d Smith	677 01.		
" " Manuel Bulte & Co	1368 32		
" " Joseph Murphy	43 65		
" " Beck Vanilburgh & Co (cement)	15 30		
" " F J Metzger	2 45		
" " Haywood Crow & Co bill	2 25		
Amt paid to Laboreng for month of Dec 1855.	16 70		
" " " " " January 1856	22 75		
" " " " " February "	32 78		
" " " " " March "	223 40		
" " " " " April "	65 69.		
" " " " " May "	248 42		
" " " " " June "	281 60		
" " " " " July "	488 25		
" " " " " August "	490 30		
" " " " " October "	851 30		
" " " " " November "	645 88		
" " " " " Dec "	487 56		
" " " " " January 1857	502 60		
" " " " " February "	282 10	12433 00	
Amt carried over			

Amt Brought Forward		12433 10
Amt Paid Laborers for month of March 1857	242 52	
" " on ac of masonry as per Bill	236 35	13071 87
" " for supplies on the work Dec 1855	14 10	
" " Jan'y 1856	188 88	
" " Feb'y "	84 42	
" " Mar "	212 20	
" " April "	65 15	
" " May "	268 70	
" " June "	288 25	
" " July "	522 88	
" " " "	101 85	
" " August "	937 88	
" " Oct. "	515 95	
" " Nov "	710 35	
" " Dec "	322 55	
" " Jan'y 1857	189 80	
" " Feb "	265 10	
" " Mar "	87 69	4775 75
" amt pld Jos Campbell sundry times		348 49
" Bill of Goods & chg? for Campbell		128 87
		18263 98

Amt of money & property of firm Rec^d by Tho J Lawrence

1856					
Jan	20	Amount from R R Co of Halls & Co	203	15	
Feb	20	" " do	107	89	
Mar	20	" " do	304	81	
April	22	" " do	874	77	
May	10	" " do	855	72	
June	10	" " do	862	20	
July	10	" " do	1356	95	
Aug	11	" " do	1193	40	
Sept	11	" " do	1687	23	
Oct	11	" " do	2154	20	
Dec	11	" " do	2038	23	
1857					
Jan	8	" " do	1501	02	
Feb	11	" " do	929	52	
Mar	10	" " do	551	07	
April	11	" " do	1000	00	
June	10	" " do by Alex Kelsey	132	56	
1858					
Jan	10	" " do in joint order.	500	00	
"	"	" " do of Campbell Sept estimate	288	00	
1856					
July	16	" " cash taken in store	5	15	
Aug		" " Mrs Sweeney	40	00	
"		" " Los Campbell	5	00	
"		" " Tho Lawrenson	2	50	
Oct		" " Pat Castello	4	00	
"		" amt property per Exhibit "A" Sweeney dep	168	85	
"		" " do " " "B" do	567	00	
"		" " Goods in store	201	89	
"		" " draft rec ^d from Campbell	100	00	
Dec		" " cash taken in store	6	45	
1857					
Jan		" " do	3	80	
Feb		" " do	4	55	
"		" " Rec from R R Co pumping & bailing	615	15	18264 96

Amt of money & Property of the firm Rec^d by Jos. Campbell

To amt of Sept. Estimate paid in Oct.	\$1827 36	
" " " April " " May	764 92	
" " Rec ^d on joint order	500 00	
" " Sundry items as per bill [see exhibit B of ans]	348 49	
" " do. " " Exhibit No. 1. 3rd Sep.	128 87	3569 64

Amt p^d out in business of the firm by Jos Campbell.

By amt. p ^d on work out of Sep estimate	1583 60
" " p ^d T & Lawrenson	288 00
" " p ^d on work April & May	424 75
" " p ^d E. T & Lawrenson (draft)	100 00
" " p ^d " Edmond Burke	10 00
" " p ^d " P H Barren	40 40
" " p ^d " James Robertson	7 50
" " p ^d " Mark Hamilton	50 00
" " p ^d " Dooley & Donnelly	5 00
" " p ^d " Wm Cranston	21 85
" " p ^d " Giles Lee note	21 90
" " p ^d " Francis Lapere bill	48 90
" " p ^d " Mrs M ^c Cormack	32 50
" " p ^d " Ed Burke for Kelly	40 00
" " p ^d " do " Tool	12 00
" " p ^d " Burke & Butler	5 00
" " p ^d " E K Kraft & Co	2 25
Amt Carried forward	\$2753 65

Amt. brot forward.	2753 55
By Amt p ^d R ^d Mc delay for award.	50 00
" " p ^d J f Smith, two recto,	75 00
" " p ^d Edmond Burke for Forested	1 00
" " p ^d freight at Selma	8 05
" " " for Shanty for Gilligan	5 00
" " " Haverstick for hauling	5 95
" " " do . oats	10 00
" " " do . Horse Rent	10 00
" " " Smith for Beef	21 65
" " " Brazeale " do	27 60
" " " Jno P Kelley	4 00
" " " Mat Carey	10 00
" " " Osborne for Pails	1 20
" " " Bryan Dunlap	50
" " " Michael Burke	80
" " " Michael Collins	1 00
" " " Tho Smith (Beef)	37 00
" " " Strap (Blacksmithing)	2 50
" " " Michael Collins	1 50
" " " Jno P Kelley	32 50
" " " Jno Holland (cash for Board)	15 00
" " " Expense to St Louis & back	5 00
" " " do to St L & back (for whiskey)	6 50
" " " p ^d fare of Tho f L. (to St L)	1 00
" " " p ^d Rutherford	3 00
" " " J ^r Bentroff	10 00
" " " Demitt for corn	52 50
" " " Tho Cook hauling	7 00
" " " B & McKee boards	5 50
" " " Haverstick hauling	9 30
" " " Fletcher for Lumber	5 00
Carried forward.	3178 60

Amt brot forward.

D^d Bro Stamp for Beef

" do Wilson

" Haverstick for stack of oats

" Brazeale for Beef

" Wilson for flour

3178 60

12 80

1 00

10 00

29 85

30 00

3267 25

Statements of A. in detail

Campbell

Laurence

Filed June 6th 1859
Geo. J. Hooley
Clerk

Campbell
vs.
Lawrenson } Aggregate Statement

Acct. Estimates for work on R.R. \$23296 46

" " " Pumping & Drilling 851 15 24147 61

Am't Rec'd from R.R. by Lawrenson

16735 31

" " " do " Campbell

3092 28

" " " do " joint orders given by both

2272 38 22099 97

\$2047 64

Am't of debts due by firm

87 28

Balance

\$1960 36

Lawrenson rec'd of money & property of the firm

18264 96

He paid out on acc of business of the firm

18263 98

Bal due firm by Lawrenson

" 98

Campbell Rec'd of money & property of the firm

\$3569 64

He paid out on acc of the firm

3267 25

Bal due firm by Campbell

\$302 39

Total assets of firm after paying debts, as above
of which Lawrenson is entitled to

1960 36

\$1130 39

Campbell

829 96 1960 36

May 5th 1859. Chas. Fletcher Comr.

Joseph Campbell

vs.

Thomas F. Lawrence's admr.

In the Circuit Court

Jefferson County,

Missouri.

The undersigned, in pursuance of the order of said circuit court, appointing him commissioner and receiver in said cause, after being duly qualified as required by the statute in such case made and provided, did receive into his hands the books and papers of the late firm of Campbell & Lawrence, which are herewith returned, & did proceed, after due notice to said parties, on the 8th day of March 1859, at the office of the undersigned in the City of St. Louis, both said parties being present, to take the evidence offered by the parties respectively, and to adjust the accounts of the said firm, adjourning for that purpose from time to time with the consent of the parties, and doth find, and report as follows.

1st The amount of actual capital that each of the partners put into the concern out of his own means not being any part of the receipts of the firm under their contract, is nothing,

2nd The amount of money or property which each of the partners have received into his hands since the formation of the partnership is as follows.

Am't Rec^d by Lawrence \$18264.96. see a/c herewith

" do " Campbell 3569.64 see a/c herewith

The amount of money paid out in the business of the firm by each partner is as follows

amt paid out by Lawrenson \$18263.98 see afc herewith,
" do " Campbell 3267.25 see afc herewith,

The amount of debts owing by the firm is as follows

do Chas P Kelley \$40.00

" Braet & Smith 9.55

" Floyd & Brown 20.20

" Dr Jno Lee 8.66

" Geo Dixon 5.00

Mr Post. 3.87

\$87.28

The amount of assets of the firm is as follows.

Balance due by the St Louis & Iron Mountain Railroad Com-
-pany. \$2047.64

The amount of profits of the concern is \$2263.73

The amount due to each partner of said profits is

do Lawrenson \$1131.86 1/2

" Campbell \$1131.86 1/2

which is due each of them from the St Louis & Iron Moun-
-tain Railroad Company, less the amt. each has in his hands

The amount of money or property now remaining in the hands
of each partner is as follows.

In the hands of Lawrenson \$984

" do " Campbell 302.39

Herewith is returned the evidence taken by the undersigned
and detailed statements of the accounts, and an
aggregate statement, which are prayed to be taken

and considered as part hereof.

all of which is respectfully submitted.

This to Fletcher Com^r

Joseph Campbell

no.

Chas. A. Lawrence's adms

Report of
James

March June 6th 1859

Geo. J. Henry Clerk