

Jefferson County Circuit Court
Case Files - Civil
November 1857, No. 10

Box 9 Folder 14

Donnell, Eliel

vs.

Foster, Theodore

Debt

Debt \$121 for 51 sacks of wheat delivered
to defendant's warehouse on account of F.A.
Hunt & Co., which defendant delivered to F.A.
Hunt & Co. without receiving payment, and
F.A. Hunt & Co. now insolvent

Eliel Donnell Plaintiff
against
Theodore Foster

In the circuit court
of Jefferson County
Missouri

The plaintiff states that on the 13th day of November 1855, he delivered to the defendant on storage at his ware house in Jefferson County two fifty one sacks of wheat of the value of one hundred and twenty one dollars on account of F. A. Hunt & Co.

Said wheat was not paid for, but said F. A. Hunt & Co. were to pay to defend ant said \$121 on delivery of same of which fact defendant was advised and had notice. Plaintiff informed defendant that said wheat was unpaid for, and instructed defendant not to deliver to said F. A. Hunt & Co. the said wheat until the said \$121 was paid. Defendant, not regarding the instruction of plaintiff, delivered said fifty one sacks of wheat to said F. A. Hunt & Co. without requiring the payment of the purchase money of \$121. Said F. A. Hunt & Co. have failed to pay plaintiff & as he is informed, have become insolvent. By reason of which plaintiff has not received payment for his wheat & he therefore prays judgment for \$121 and such other relief as may be suitable.

Eliel Donnell

Eliel Donnell makes oath says that the foregoing petition
other matters therein stated he believes to be true
Subscribed and sworn to before me this _____ Eliel Donnell
called at W. 24th 1855 } Elias J. Honey, Clerk

Eliel Donnell Plaintiff } In the Circuit Court
 against } of Jefferson County
 Theodore Foster. } Missouri

The Plaintiff States that on the 13th day of November 1855. he delivered to the defend-
-ant, on Storage at his warehouse in Jefferson
County Mo, Fifty one Sacks of wheat, of the val-
-ue of, One hundred and twenty one dollars, on
account of F. A. Hunt & Co. Said wheat was not
paid for, but said F. A. Hunt & Co were to pay to
defendant said \$121. on delivery of same. of
which fact, defendant was advised and had no-
-tice. Plaintiff informed defendant, that said
wheat was unpaid for, and instructed defend-
-ant not to deliver to said F. A. Hunt & Co the said
wheat until the said \$121. was paid. Defendant
not regarding the instruction of plaintiff, deliv-
-ered said Fifty one Sacks of wheat, to said F.
A. Hunt & Co. without requiring the payment of
the purchase money of \$121. Said F. A. Hunt
& Co. have failed to pay plaintiff & as he is inform-
-ed have become insolvent. By reason of which
plaintiff has not received payment, for his wheat,
He therefore prays Judgment for \$121. and
such other relief as may be suitable

Ediel Donnell,

Eliel Donnell makes oath & says that the foregoing petition & the matters as therein stated he believes to be true.

A true copy of the original
petition on file in my office

In Testimony whereof I
hereto Set my hand and
affix the Seal of said Court
at office September 3rd 1857
Elias J. Hoovey Clerk



Eliel Donnell Plaintiff } In the Circuit Court
against } of Jefferson County
Theodore Foster } Missouri,

The Plaintiff States, that on the 13th day of November 1855, he delivered to the defendant on Storage at his ware house in Jefferson County Mo. fifty one sacks of wheat, of the value of One hundred and twenty one dollars on account of F. A. Hunt & Co. said wheat was not paid for, but said F. A. Hunt & Co were to pay to defendant said \$121 on delivery of same. of which fact defendant was advised and had notice.

Plaintiff informed defendant, that said wheat was unpaid for and instructed defendant not to deliver the said J. A. Hunt to the said wheat until said \$121. was paid. Defendant not regarding the instruction of plaintiff delivered said fifty one sacks of wheat to said J. A. Hunt & Co. without requiring the payment of the purchase money of \$121. - Said J. A. Hunt & Co. have failed to pay plaintiff & as he is informed have become insolvent. By reason of which plaintiff has not received payment for his wheat; He therefore prays judgment for \$121. and such other relief as may be suitable

Eliel Donnell.

Eliel Dornell makes oath & says that the foregoing petition & the matters as therein stated he believes to be true.

A true copy of the original petition
am file in my office



In Testimony whereof. I
hereto set my hand and
affix the Seal of said Court
at office September 3^d 1857
Elias D. Honey Clerk

COUNTY OF JEFFERSON, SS.

The State of Missouri.

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

We command you, that you summon *Theodore Foster*

----- if - he - be
found in your County, that he be 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 November
next, then and there to answer unto *Eliel Dornell*

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



Elias J. Honey
Witness, *THO. C. FLETCHER*, Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at
office, in Hillsboro, this *Third*
day of *Sept* A. D. 185 *7*

Elias J. Honey

CLERK CIRCUIT COURT.

A true copy of the writ.

Attest. *E. J. Honey* Ck

THE CIRCUIT COURT

Chief Deacon

against

Theodore Foster.

Copy set down for defendant.

Witnessed and signed at the Court in London - England:

John J. Foster

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COUNTY OF JEFFERSON, SS.

The State of Missouri.

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

We command you, that you summon Theodore Foster

----- 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 November
next, then and there to answer unto Eluel Darrell

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

Elias F. Hovey
Witness, THO. C. FLETCHER, Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at
office, in Hillsboro, this Thurs
day of Sept A. D. 1857

Elias F. Hovey

CLERK CIRCUIT COURT.

I Executed the within writ at the County of
Jefferson on the Seventh day of September A.D. 1857
by delivering to him, ^{Theodore Foster} a true copy of the within writ
and the annexed petition as furnished by the clerk,
Augustine Wiley Sheriff

No 10

To Jefferson Circuit Court

November Term 1857

1590

Elie Darrell

vs } Summons

Theodore Foster

Sheriffs fees \$1.00

Disamped for payment

chd

Sept 7th 1857

Olick Donnell } In the Jefferson Circuit Court
against } November term 1857
Theodore Foster }

Defendant for answer to plaintiff's petition States that it is not true as plaintiff alleges that he ^{plaintiff} delivered the wheat mentioned in the petition to this defendant at his warehouse or any part thereof. This Defendant avers for further answer that the said F. A. Hunt & Co about the time mentioned in the petition were engaged in the purchase of wheat and made arrangements with the firm of Theodore Foster & Co. Consign of Defendant and one Ferdinand Kenneth to receive for them said F. A. Hunt & Co on Storage subject to their order such wheat as they might purchase for delivery at the Selma Landing where said firm of Theodore Foster & Co were then doing business. That the only duty required of said firm of Theodore Foster & Co was to receive and forward said wheat as the said F. A. Hunt & Co might direct. That this was a general arrangement and with which the plaintiff and others who sold wheat to F. A. Hunt & Co had nothing whatever to do. This Defendant believes that plaintiff did deliver to the said firm of Theodore Foster & Co subject to the order of F. A. Hunt & Co the wheat mentioned in the petition. but as defendant avers without any knowledge on his part of the nature and Character of the contract and agreement between plaintiff and said F. A. Hunt & Co further than that the wheat was to be delivered to the order of said F. A. Hunt & Co. And this Defendant further says that he had no direction

from the plaintiff in regard to the withholding
the wheat from said F. A. Hunt & Co till the
price thereof was paid. but that said Theodore
Foster & Co received the wheat for F. A. Hunt &
& Co. and not for the plaintiff. And delivered
the wheat to F. A. Hunt & Co as directed by
them. This respondent further says that
he was not notified that the money for
the wheat was not paid as alleged in the
petition. He further states that at the time
said wheat was delivered by plaintiff at
the warehouse as aforesaid the said Theodore
Foster & Co. gave to plaintiff receipts for the
same. Showing the terms upon which
said Foster & Co. received said wheat, which
receipts are in plaintiffs possession and
which he prays plaintiff may be re-
quired to produce on the trial. Defendant
further states that ~~Defendant~~ plaintiff did not inform
him prior to the delivery of said wheat to F. A. Hunt
& Co. that the same was unpaid for and did not
instruct Defendant not to deliver said wheat
to said F. A. Hunt & Co. until said \$121.00 was
paid. but avers that the said wheat was delivered
for F. A. Hunt & Co. as before stated and for their
account and subject to their order without any
condition or conditions whatever. and was ac-
cordingly delivered. J. W. Noell for Deft.
John W. Noell attorney for Defendant makes oath
and says he believes the above answers & the matters
therein as stated are true. J. W. Noell
Sworn to before me Nov. 23rd 1857 Elias McCreary clerk

Will Donnell

or

Theodore Foster

Answer

Filed for 230 1857

Chas. J. H. only

all

COUNTY OF JEFFERSON.

The State of Missouri,

To *Wm Williams, Sr. Sheriff*

Greeting:

You are hereby commanded, that setting aside all manner of
excuse and delay, you appear before our *District* Court for the
County aforesaid, on the *29th day of April next*
at *St. Louis*, then and there to testify and the truth to say in a
certain matter of controversy now pending in our said Court, wherein
Chas. Dannel is Plaintiff and
Shedoe. Porter Defendant on the part
of *Wm.* and herein you are in no wise to fail.

Witness,

Chas. J. Henry
~~THOMAS B. HENNER~~ Clerk of our said Court

Attest the Seal thereof hereto affixed, at office this
19th day of *March A.D. 1858*

Chas. J. Henry Clerk.

I served this writ on Sol Sanders on the
of April 1858 by reading in his presence
and hearing

Chas. Darnell

Doaneville Court

April Term 1858

Chas. Darnell

vs
Nathan Foster

for \$44

Wm. Williams

Sol. Sanders

Chas. Darnell

vs
\$4

COUNTY OF JEFFERSON.

The State of Missouri,

To

George Breckenridge

Greeting:

You are hereby commanded, that, setting aside all manner of
excuse and delay, you appear before our Circuit Court for the
County of Jackson, on the 29th day of April 1858
at St. Louis, then and there to testify and the truth to say in a
certain matter of controversy, now pending in our said Court, wherein

Edw. Darnell is

Plaintiff and

Heeder Jordan is

Defendant, on the part

of Defendant and herein you are in no wise to fail.

Witness,

THOMAS C. FLETCHER,

Clerk of our said Court,

with the Seal thereof hereto affixed, at office this

9th day of April A. D. 1858

Eliza D. Honey

Clerk.

Served this ^{writ} in the County of St Louis
On the 14th April 1858 by reading the
writ to George Breckenridge

James Castello Sheriff

for 52^{cts} by Defendant
by Ed J Castello Spt

St Louis Court
April Term 1858

Eliel Darnell

vs
Theodore Foster

for debt
George Breckenridge

~~James Castello~~

~~James Castello~~