

Jefferson County Circuit Court
Case Files - Civil
April 1859, No. 20

Box 11 Folder 10

Herrington, Samuel, by next friend
Herrington, Joshua E.

v.

Herrington, John A.

Dissolution of Partnership

Plaintiff and Defendant in the grocery business
in the town of Pevely; depositions

State of Missouri
County of Jefferson

To the Clerk of the Circuit Court
within and for said County.

The undersigned, Samuel J. Herrington,
a minor, states that he is about to institute
suit in said Court against John A. Herring-
ton, and asks that Joshua E. Herrington
be appointed a Next Friend for him in
said suit.

Samuel J. Herrington
January 24th 1859

I, Elias F. Honey, Clerk of the Circuit Court
within and for the County aforesaid do hereby
appoint Joshua E. Herrington, Next Friend
for Samuel J. Herrington in the above
suit.

In Testimony whereof I here to set
my hand and affix the Seal of
said Court. January 24th 1859
Elias F. Honey Clerk

I, Joshua E. Herrington, hereby consent
to act as the next friend for Samuel J. Her-
rington an infant, who is about to institute
a suit in the Circuit Court of the County a-
foresaid, against John A. Herrington and
to be responsible for the costs therein.

Joshua E. Herrington
January 24th 1859

Mr. C. C. Count
J. H. Co.

J. H. Thompson
No.

John A. Thompson

Apprentice

of West Street

Samuel S. Herrington By
 his next Friend
 Joshua E. Herrington, - Plaintiff
 Against
 John A. Herrington, - Defendant, } In the Circuit
 Court, Jefferson
 County,
 Missouri,

The Plaintiff, Samuel S. Herrington who is a minor, by his next Friend, Joshua E. Herrington states that on the 11th day of September 1858, he and the Defendant entered into an agreement of partnership, for the purpose of carrying on the Grocery business, in said County, by which agreement, each of said partners was to furnish half the Stock or groceries for the firm, and to share equally in the profits and losses. Plaintiff states that they engaged in said Grocery business on the day aforesaid, and that he at the commencement, bought and furnished for the use of the firm Groceries of the value of \$260.00, but the Defendant failed to furnish any part of said Stock; afterwards, Plaintiff during the continuance of said Partnership, bought of his own money, other groceries, amounting in all, including the amount first put in, to four hundred and eighty six dollars and twenty four cents, which constitutes ^{nearly} the whole amount of stock put into said Grocery Store, during the existence of the partnership, the Defendant failing to furnish his share of stock according to agreement, and in fact, furnishing little or nothing. The Plaintiff during the partnership paid other debts of the firm, ^{and advances} \$40.00, in cash to ^{the} Defendant. The Defendant had charge of the Grocery mostly during the partnership (the Plaintiff being an

gaged mostly in furnishing supplies,) and sold
liquors and groceries mostly for cash and received
during the partnership, the whole profits of the
concern, the amount of which, Plaintiff can
not accurately state, as but few book accounts
were made, and no account of sales was
taken, - but he believes the profits were not
less than \$500. - When the partnership was
dissolved, about the 20th of December 1858, lit-
tle or nothing was on hand, of the stock furnished
by plaintiff, and the Defendant having received
all of the proceeds of the sales made & profits
of the firm, now refuses to settle with, or
pay over to plaintiff any portion of his share
of the sales & profits of said Grocery business.
The Plaintiff alleges that the ^{total of} stock put in by
him, and debts paid and money advanced
to Defendant ^{by him} amounts to \$568.00, and that
he believes his share of the profits of said
business is not less than \$230, - he believes
therefore Defendant justly owes him eight
hundred and eighteen dollars, on a settlement of
said business. He therefore asks that Defendant
may be compelled ^{of concerning said partnership business,} to account with Plaintiff ~~and~~
and that upon such accounting, judgment
may be rendered for Plaintiff for said sum
of \$818.00, - or for whatever sum may appear
to be due upon such accounting, and for the
purpose of taking said Account, he asks that the
Defendant be ordered to produce in Court all books
& papers appertaining to said partnership business.

Abner Green

Attorney for plaintiff

Samuel L. Herrington, Plaintiff, makes oath
and says the above petition and the matters

therein as stated he believes to be true,
sworn to & subscribed }
before me this 28th day }
of January A.D. 1859. }

Samuel L. Herrington

J. C. M. Parker
Justice of the Peace

In Circuit Court
Jefferson County

Amos L. Worthington
vs. Eli West Howard

John A. Worthington

Plaintiff

vs. Amos Howard
Defendant
At, Green
for Jeff

Filed July 30 1859

Oliver J. Honey

Recorder Clerk

1 copy Pl	60
10 do.	100
Printed	120
cost	10
	<u>2,90</u>

therein as stated he believes to be true,
sworn to & subscribed }
before me this 28th day }
of January A.D. 1859. }

Samuel L. Herrington

J. C. M. Parker
Justice of the Peace

COUNTY OF JEFFERSON, SS.

The State of Missouri.

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

We command you, that you summon John A. Herrington

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 April
next, then and there to answer unto Samuel J. Herrington
by his next friend Joshua E. Herrington

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 February A. D. 1859

Elias J. Honey

CLERK CIRCUIT COURT.

No 20

To Jefferson Circuit Court
April Term 1859

Samuel S. Herrington
By his next friend
Joshua C. Herrington

vs. } Summons

John A. Herrington

Attest

Filed Mar. 14th 1859
Elias J. Horey Clerk

Judged for Jeff June 15
1860 book No 4 folio 325

I Executed the within writ in the County of
Jefferson State of Missouri on the 24th day of
February 1859 by Reading the same in the Presence
and hearing of John A. Herrington and Delivering
to him a copy with a ^{annexed} Partition as
furnished to me by the Clerk

AS Can Dover Sheriff
by J. C. Pinner Deputy

Rule on Off. for delay for costs
& leave to answer by

Saml T Herrington by his
next friend Joshua C Herrington

vs
John A Herrington

} In the Circuit Court
Jefferson County

The Defendant comes and moves,
the Court to rule the Plaintiff to give security
for costs in the above cause for the reason that
said Plaintiff is insolvent and has no property
liable to execution,

Fletcher for Deft

J T Werrington by
next friend

vs

John A Werrington

Motion for security for
costs.

W. C. Fisher
for Deft

Filed June 8th 1859

Chas D Hooney
Clerk

Luskien & Rule

Samuel L. Worthington
By Joshua E. Worthington
his Agent & Friend, - Plaintiff,
Against
John W. Worthington, - Defendant,

In the Circuit
Court of
Jefferson County
Missouri

I, Joshua Worthington, a resident
of Jefferson County Missouri, do hereby bind
myself to pay all costs, which have ac-
crued, and which may accrue in the
above entitled cause, and to acquiesce
against the plaintiff.

Witness my hand this 18th day of Sep-
tember 1889.
Joshua Worthington

In Circuit Court
Jefferson County

Saml. J. Harrington
By Next Friend
W.

John A. Harrington

Bond
for Costs

Filed Aug. 29/77
A. P. Kessler. Clerk

Saml. T. Herrington

1858,

To John A. Herrington

Dr.

May,

To	7 gds. Shirting	\$1.00	Sundries	60¢	2 pr. socks	50¢	\$2.10		
"	whiskey	50¢	Hat	3.50	Sundries	1.35	Shirting	75	2.90
Sept.	"	Cash	\$7.50	150	Cash	2.50	11.50		
Jan	"	1 gal whiskey	60¢	1 gal whiskey	60	Sugar	25¢	1.45	
"	Coffee	1.50	candles	1.25	caps	5¢	one axe	1.25	4.05
"	Soap	25	one axe	1.25	axe handles	50¢	Molasses	1.50	3.50
"	Candles	25	Sugar	1.25	whiskey	60¢	Candles	25	2.35
"	Coffee	1.50	Sugar	1.25	Molasses	60	whiskey	60	3.95
"	Tobacco	1.25	Sugar	1.50	whiskey	20¢	Sundries	60	3.55
"	Sundries	25	violin strings	25	Candles	25	Coffee	1.50	2.25
"	Sugar	1.25	pepper	15	Sugar	1.25	Molasses	60	3.25
"	Calico	85	whiskey	1.20	Sundries	2.50	Tobacco	15	4.20
"	whiskey	60	Coffee mill	30	Tobacco	75¢	Tobacco	75	2.40
"	Sugar	1.25	Coffee	1.25	goods for pants	\$3.50			6.00
"	Sundries	37½	remnants	1.15					1.52
"	Cash paid hands	\$17.00	calico	87½	Cash	11.28½			29.16
"	Sugar	50¢	1 Bucket	65¢	Cash	12.45			63.60

\$112.63

July 1st

To	Cash Loaned	\$10.00
"	Cash p ^d Manderillo & Traynor for year	50.00
"	15 cords wood @ 2.25 pr cord	34.00
"	Cord wood to Smith	22.00
"	Cash lent	1.50
"	Oats	15.00
"	Apples	9.00
"	Lime	1.90
"	Plank	7.50
		\$150.90

John A. Herrington, Defendant, on oath states that the foregoing account & the matters

therein as stated he believes to be true
Signed & sworn to before me
Aug - 1859.

Samuel T Herrington by his
next friend Joshua E Herrington Plaintiff
against

John J Herrington Defendants
In the Circuit Court

Jefferson County

Defendant denies that on the 11th day of September 1858, or at any other time he and the plaintiff entered into an agreement of partnership for the purpose of carrying on the Grocery business as is alleged in the petition of plaintiff.

He states that about that time the plaintiff Samuel T Herrington desiring to open a grocery or drinking saloon at Peenely on the Iron Mountain Railroad in said county, and being a minor, under the age of twenty one years, requested defendant, as his brother, to procure a license to enable him thus to open a dram shop. defendant as a matter of favor to his brother, did apply for and obtain a license in his own name but for the use of the plaintiff, and afterwards at the request of plaintiff procured a renewal of said license for which license and renewal thereof defendant paid the aggregate sum of fifty nine dollars and thirty three cents, which sum the plaintiff has never repaid to him, but still owes him and for which he asks judgment.

Defendant further states that he had at Peenely aforesaid and near the dram shop of plaintiff, a store that plaintiff was frequently absent and at his request defendant sometimes attended to his bar in his absence, but always handed over to him the proceeds of the same on his return. He states that he too was sometimes absent from his store and that plaintiff in his absence attended to his store and sold goods for him and received the proceeds of such sales

amounting in the aggregate to a large sum of money which the plaintiff has kept and appropriated to his own use and refuses to pay over to him, amounting to ~~about~~ the sum of one hundred and ten dollars for which ~~plaintiff~~ defendant also asks judgment.

He further states that plaintiff incurred a number of debts amounting to a large sum of money, which debts of his own creating ~~and~~ for his individual benefit he paid with the goods of the defendant out of his store to Joshua Herrington, he owed about three hundred and forty dollars, which he paid with the goods of the defendant and for which he yet owes the defendant, defendant asks judgment for that sum also.

Defendant further states, that before he opened his store at Peeverly he kept his store in that neighborhood and supplied the plaintiff with goods to enable him to pay his hands for cutting cord wood, and also with money at various times and in different sums amounting to the sum of one hundred and twelve dollars and sixty three cents the particulars of which will appear by an account herewith filed, for which defendant also asks judgment.

Defendant further states that during the time the plaintiff was engaged in keeping a grocery and drams shop as aforesaid, defendant purchased a bill of groceries amounting to twenty five dollars which he let the plaintiff have and for which plaintiff still owes him defendant asks judgment for said sum of twenty five dollars.

Defendant further states that plaintiff owes him the further sum of one hundred and fifty dollars and ninety cents, for money lent, money paid to the use of plaintiff at his request and for cord wood lumber and goods and merchandize by him sold & delivered to the plaintiff during the time the said

plaintiff was engaged in keeping grocery at Peenely. the particulars of which will also appear by an account herewith filed, for which sum of one hundred and fifty dollars and ninety cents defendant asks judgment,

Defendant denies that he ever agreed to furnish half the stock of groceries as alleged by the plaintiff and ~~denies~~ that plaintiff put into said grocery stock to the amount of four hundred and eighty six dollars and twenty four cents. defendant has not a sufficient knowledge to enable him to form a belief, nor has he a sufficient knowledge to enable him to form a belief as to whether plaintiff paid debts amounting to \$63.75 if he did pay any such debts they were his own debts and defendant denies that he should pay any part thereof. He denies that plaintiff paid him forty dollars as alleged in the petition.

He denies that he had charge of the grocery "mostly" during the time plaintiff done business at Peenely, but states the fact to be that plaintiff was a considerable portion of his time away from his business courting and taking his pleasure and spending the money which defendant took for him in his absence and not engaged "in furnishing supplies" as stated in petition.

He denies that he received all or any part of the proceeds from said dram shop and grocery, except what he regularly paid over to plaintiff, what plaintiff's profits were he is unable to state not having a sufficient knowledge to enable him to form a belief,

When plaintiff quit the business of keeping a dram shop he had on hand stock worth about as much as when he commenced the business.

Defendant denies that he owes plaintiff

eight hundred and eighteen dollars or any other sum whatever, but states the fact to be that plaintiff owes him the sums aforesaid amounting in the aggregate to seven hundred and ninety seven dollars and eighty six cents. for which he asks judgment,

Defendant denies that he has in his possession any books or papers appertaining to the business of plaintiff or in which plaintiff has any right or interest,

Wm C Fletcher
atty for deft

John A Merrington, Defendant, on oath states that the foregoing answer (and) the matters therein as stated he believes to be true,

Signed & sworn to before me

this 10 day of August 1859.

Chas S Rankin Justice
of the County Court

John A Merrington

Saml T Sherrington
by next friend

as

Jno S Sherrington

and
advised

Filed Aug 30th 1859

Oliver S Honeywell

Also filed of said year with
no person

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To Jonathan Harrington, Charles S. Rankin
James S. Rankin

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you
appear before our *Verdict* Court for the County aforesaid, on the
15th day of December next at Hillsboro, then and there
to testify, and the truth to say in a certain matter of controversy, now pending in our said
Court, wherein *Samuel S. Harrington by next friend*
Plaintiff and *John S. Harrington is* Defendant on the
part of *Plaintiff* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court
with the Seal thereof hereto affixed, at office this

21st day of *October* A. D. 1859

Elias F. Honey
Clerk.

To Circuit Court
December Term 1859

Samuel J Harrington

vs

John J Harrington

for def

Jonathan Harrington

Lehas J Rankin

Gas J Dunklin

Plaintiff vs Defs 150

I executed the within writ in the County
of Jefferson on the 19th day of Novr 1859
by Reading the same in the presence
and hearing of Jo Harrington also
on Chs J Rankin on 23rd day also
on J S Dunklin on the 3rd day
December

J C Pamer Deputy
Shff

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To *H. H. Johnston, J. H. Shaldering & J. Rankin*
Jan. 2. 1855 *John L. Pover*

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our *Jurisdiction* Court for the County aforesaid, on the *15th day of December next* at Hillsboro, then and there to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein *Sam. A. Harrington by next friend* Plaintiff and *John A. Harrington* is Defendant on the part of *Defendant* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court

with the Seal thereof hereto affixed, at office this

7th day of *January* A. D. 185 *9*

Elias F. Honey

Clerk.

Dobercourt Court
December Term 1859

James C. Worthington
vs
Brook Worthington

Indict
L. M. Johnston 18
J. M. Spalding
L. J. Rankin 23
J. L. Dunklin
J. L. Power
Shenandoah 2500

I, Gre entered the within writ
in the County of Jefferson on the 18th
day of Novr 1859 by reading
the same in the presence and
hearing of J. M. Johnston also
an L. J. Rankin on the 23 day
J. L. Dunklin 30 day of Decr
1859 J. L. Power Deputy
Shenandoah

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To Henry Lane, Jonathan Herington & J. Herington
Eliza Ellis, & J. H. Lee & J. Parlee

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the 15th day of December at Hillsboro, then and there to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein Saml J. Herington Plaintiff and John Herington is Defendant on the part of defendant and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court with the Seal thereof hereto affixed, at office this

7 day of Nov

A. D. 1859

Eliza & Honey

Clerk.

Isaac Bercus Court

Decem 1859

Saml. J. Harrington

vs

Wm. A. Harrington

for debt

Harrington

Wm. A. Harrington

E. B. Harrington

Elexha Ellis

E. J. Mose

Edna Parlee

Shamitt per 8 Dec

I executed the within Supo in the
County of Jefferson on the 19th day of April 1859
by reading the same in the presence and
hearing of E. J. Mose J. Harrington
and H. Clear also on E. B. Harrington
on the 23rd day also on Ed Parlee on the
26th day also on Elisha Ellis on the
8th day of Dec 1859 J. B. Parlee Deft
Shiff

Samuel J. Herrington
By Joshua E. Herrington
his next Friend, Plaintiff

Against
John A. Herrington - defendant,
{ In the Circuit Court, for the
County of Jefferson, State of Missouri,

To John A. Herrington, the above named
Defendant,

You are hereby Notified
that depositions of witnesses, to be read
in evidence in the above cause, on the part
of the plaintiff, will be taken at the Law
Office of Flownoy and Montague, on
Chestnut Street, between Third and Fourth
Streets, in the City of St. Louis in St. Louis
County Missouri, on the thirtieth
day of November 1859, 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 con-
tinued from day to day, at the same
place, and between the same hours,
until completed.

Nov. 3rd 1859, { Abner Green
Attorney for Plaintiff

I served the within Notice on John A.
Harrington, the defendant, in the County of
Jefferson Missouri, on the 23rd day of
November 1859, by delivering to him
a true copy of the same,

as our Dated Sheriff
by J. C. Pamer Deputy.

In Circuit Court
Jefferson County

David, d. Harrington
vs,
My next friend

John A. Harrington

Notice to

take depositions

David vs. Harrington 50

Depositions

of witnesses produced, sworn and examined, on the thirtieth
day of November A. D., 1889 between the hours of 8 o'clock in the forenoon, and 5
o'clock, in the afternoon of that day, at the Office of Flournoy Montague on Chestnut ^{street between 3^d & 4th Streets in the City of} St Louis in the County of
St Louis State of Missouri before me John Flournoy
a Notary Public within and for said County and State, in a certain cause now pending in the Circuit
Court for of the County of Jefferson State of Missouri
between Samuel T. Herrington & Joshua E. Herrington his ^{next friend} Plaintiff,
and John A. Herrington Defendant,
on the part of the Plaintiff
in accordance with the annexed Notice
Henry W. Maudeville of lawful age, being produced, sworn and examined,
on the part of the Plaintiff
deposeth and saith:

I am acquainted with both the
parties to this suit - I understood from a
conversation which took place in our office
75 Main Street in the City of St Louis ~~the~~ on
or about the tenth or eleventh of September
AD 1888 between myself and Samuel T.
Herrington and John A. Herrington the Defen-
dant in this cause, that said Samuel T. Her-
rington and Defendant John A. Herrington
had formed a Copartnership and were then
doing business as Copartners in the grocery bus-
iness in the town of Pevely in Jefferson County
in this State. Samuel T. Herrington previous
to that time had been purchasing goods of us
and after that time, so far as our Books were
concerned no alteration was made, but every
thing purchased by them was still charged to
the account of Samuel T. Herrington; They
not having requested us to open any new ac-

count for the firm - (Two Bills of Merchandise marked Exhibit A and Exhibit B respectively were here shown witness, and are attached to and made a part of this Deposition - Flournoy Notary)

These Bills of Merchandise were for goods sold by us and forwarded to Samuel J. Herrington ^{at Pevely}, after I was informed in the conversation above referred to, that a Copartnership had been formed between said Samuel J. and John A. Herrington and that they were then doing business as ~~Copartners~~ - The goods were sold at or about the time at which said Bills bear date -

(Two Receipts marked Exhibits C and D respectively are here shown witness, and are hereto attached - Flournoy Notary)

The Exhibit marked Exhibit D. was placed to S. J. Herrington's credit in our Books at the time when said receipt bears date - The one marked C was placed to his credit on collection, when the same was paid to us by the Iron Mountain Rail Road Company some four weeks after it bears date, and was in payment of goods forwarded by us to S. J. Herrington at Pevely after I was informed they were doing business as Copartners -

We have, since I was informed that they were doing business as partners in the conversation referred to above - received in payment

for goods forwarded them ~~the sum of~~ in all about the sum of Six hundred & twenty seven ⁸⁰/₁₀₀ Dollars, but I can not state whether the whole of that amount was for goods purchased after I was informed they were copartners, or whether there was a balance due by Samuel T. Herrington at the time he and John A. Herrington informed me of their copartnership — If there was any balance due them by Saml. T. Herrington a portion of this amount was appropriated to its payment —

By reference to the Books of our firm I find that the amount due us by S. T. Herrington previous to the date of the Exhibit above referred to marked A. was One hundred and nine ⁵³/₁₀₀ Dollars — The total amount of goods purchased of us by them after I understood they were in partnership was Six hundred ~~eighty five~~ ⁵³/₁₀₀ Dollars — and further this deponent saith not.

STATE OF MISSOURI, }
County of St. Louis, } ss.

Henry M. Mandeville
I, John Flournoy, a Notary Public

within and for the County and State aforesaid, do certify, that in pursuance of the annexed notice ~~came before me at the office of Flournoy & Montague on Crescent Street between Third & Fourth Streets in the City of St. Louis~~ in the County and State last aforesaid Henry M. Mandeville Who ~~was~~ by me ~~severally~~ sworn to testify the whole truth of his knowledge touching the matter in controversy aforesaid; that he was examined, and his examination reduced to writing, and subscribed by him ~~respectively~~ in my presence on the day between the hours, and at the place in that behalf first aforesaid, and his Deposition, together with the Exhibits therein referred to, are now herewith returned. and I further certify that said Henry M. Mandeville is

a resident of this City.

IN TESTIMONY WHEREOF, I hereunto affix my hand and notarial seal this, the 30th day of November A. D., 1859

John Flournoy Notary Public.

FEE, \$ 3.00

paid by Atty. —

Mr S. S. Harrington



Bought of MANDEVILLE & TRAYNOR,
WHOLESALE GROCERS,
Commission and Forwarding Merchants,

No. 75 SOUTH MAIN STREET.

4	Bbls Rect. Whiskey	$\frac{41}{38}$ } $16\frac{1}{2}$ @ $22\frac{1}{2}$	31	34
1	" Old Rye "	$40\frac{1}{2}$ " $70\frac{1}{2}$	28	35
6	Bxs Nyrings	" $75\frac{1}{2}$	4	50
1	Bbl Soda Crackers		3	50
1	" Butter "		3	25
3	Bxs B.B.D. Tobacco	$1\frac{50}{100}$	19	50
2	Bxs Arvantez Cigars	$1\frac{50}{100}$	3	60
1	" Rye Bros "	$2\frac{50}{100}$	2	50
3	" Principe "	$5\frac{50}{100}$	16	50
1	Gumjohn ⁷⁰ Cui 2 gals	$1\frac{20}{100}$	3	20
1	1/8 th pipe Brandy 23 gals	$1\frac{20}{100}$	34	50
2	Doz Bxs Sardines	$3\frac{50}{100}$	7	00
1	" 3 ^{lb} Cans Oysters		1	50
3	Bxs Best Candy	$3\frac{25}{100}$	9	75
1	" Ripes	$3\frac{25}{100}$	3	25
3	" Matches	85%	2	55
Net	Bbl ^{35th} Powder Sugar $11\frac{9}{13}$ = $10\frac{1}{13}$ @ $13\frac{1}{2}$		14	13
1	Bbl Old Bourbon Whiskey	$40\frac{1}{2}$ $70\frac{1}{2}$	28	35
1	Bx Fine Cut Tobacco 13 doz		4	00
1	Drumjohn ⁵⁰ Essence of Peppermint	$1\frac{20}{100}$	1	75
1	Bx Claret Wine		5	50
4	Drums Taps 18 ^{lb} - 2 = 16 @ $12\frac{1}{2}$		2	00
5	gal Rye ^{85th} Sto Pettis	$1\frac{20}{100}$	8	35
1	Bx Lemon Syrup		2	75
4	Doz Lemons	@ $60\frac{1}{2}$	2	40
	Freight Paid		5	30
	Drayage to Depot			90
				\$260 22

Q. M. D. V. & Co. Ins. Co.

10

WATERBURY GREENS,

No. 75 SOUTH MAIN STREET.



1	Old Soda Cracken		
1	Box Tobacco Dock	238	600
3	" " Imported Cigar	200	1570
1	Chester	11 1/3	55 "
1	OK Ball		107
1 1/2	Box Grand Rapids Bay State	200	185
	Box Tray ag'd		3
	Box Dry hds		115
		\$ 233	905

Exhibit B.

Deputy Secretary

St Louis Mo 2nd 1858. Received of Mr
J. H. Harrison, a voucher of J. M. D. B
Co, for \$268.25 to be placed to his ac-
count on collection

\$268.25
J. M. D. B

Wm. D. B. Co
May 1858

It being
of me of
Dm of
\$40.00

Dec 22nd 1858. Received
of me of \$40.00 dollars
Dm of
\$40.00
Thank you

Samuel T. Herrington by
Joshua E. Herrington his next
friend ~~~~~

as
John A. Herrington

In the Circuit Court
for the County of Jefferson
State of Missouri ~~~~~

Depositions for Plaintiff
John Flournoy Notary
Public ~~~~~

Rec'd per hand of John Green Esq
Dated Dec. 5th 1859

E. J. Honee Clerk
Dated filed April 21st 1860

E. J. Honee CLK

At the
Court of the Circuit Court
of Jefferson County - Mo.

Attest
Deputy Notary
John

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To *Leas N Johnston, Dr. H. Spedding, & J. H. Rankin, & Leas*
and Henry Bryant

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you
appear before our *Circuit* Court for the County aforesaid, on the

15th day of *June* 18*66* at Hillsboro, then and there

to testify, and the truth to say in a certain matter of controversy, now pending in our said
Court, wherein *Saml J. Merritt et al* by next friend
Plaintiff and *Johned Manning* is Defendant on the
part of *Defendant* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court
with the Seal thereof affixed, at office this

9th day of

April A. D. 18*66*

Elias F. Honey

Clerk.

do Concord, N. H.

June Term 1866

Sum of \$100.00

for the City of Concord

for debt

E. W. Johnson \$30.00

J. W. Spalden \$25.00

E. J. Rankin

J. C. Parker

Henry Wright \$12.00

Sherriff fees \$2.50

I executed the within writ by Reading
the same in the presence and hearing
of Henry Wright on the 12th day of May
and Chas J Rankin and Jos L Dunklin
on the 18th day of May and J W Spalden
and J C Parker on the 25th day of May
and E W Johnson on the 30th
day of May 1866 J C Parker Deft
Sherriff

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To

James H. Hemminger & S. H. Harkness, J. S. Dunklin

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our *Circuit* Court for the County aforesaid, on the

15th day of June 1860 at Hillsboro, then and there

to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein *Saml J. Hemminger and friend* is Plaintiff and *John A. Hemminger* is Defendant on the part of *Plaintiff* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court with the Seal thereof hereto affixed, at office this

14th day of *May* A. D. 18*60*

Elias F. Honey

Clerk.

Robinson's Court
June Term 1860

Saml J. Hemmington

John S. Hemmington

for fees
Jonathan Hemmington

Chas S. Rankin 18
Jas L. Dunklin 18.00
sheriff fees \$1.50

I Swore the within Supra by Reading
the same in the Presence and hearing
of J. Hemmington and the 12th day of May
also an J. L. Dunklin and C. S. Rankin
on the 18th day of May 1860

J. C. Sawyer Detk
Sheriff

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To, *Eliza Ellis, Plaintiff* vs. *Edw. Parlee*

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our *Circuit* Court for the County aforesaid, on the

15th day of June 1860 at Hillsboro, then and there

to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein *Saml & Herminston by next friend is* Plaintiff and *James Merriam is* Defendant on the part of *Defendant* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court with the Seal thereof hereto affixed, at office this

4th day of *May* A. D. 18*60*

Eliza A. Honey
Clerk.

To Concord Court
June Term 1860

Land of Heringford

vs
John A Heringford

for debt
Elisha Ellis \$9 m

C. J. Mapp 28 m

Ed. Parlee 12 m

Sheriff fees \$1.50

I Executed the within writ by reading
the same in the presence and hearing
Edward Parlee on the 12th day of May 1860
also on Elisha Ellis on the 19th day
of May also on C. J. Mapp on
the 23rd day of May 1860

J. H. Parker Dpt
Sheriff

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To Jas & Amoskin, Henry Chase, Jacob & Hornington,
Glean B Hornington

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our *Severell* Court for the County aforesaid, on the *15th day of June 1860* at Hillsboro, then and there to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein *Saml B Hornington by next friend is* Plaintiff and *John A Hornington is* Defendant on the part of *Respondent*, and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court
with the Seal thereof hereto affixed, at office this
_____ day of _____ A. D. 185

Clerk.

So. Circuit Court
June Term 1860

Saml J. Herrington

vs
John A. Herrington

for debt

Jas L. Dunklin

Henry Clare

Moth. Herrington

E. B. Herrington

Sheriff fees \$2.00

I Executed the within writ by Reading
the same in the Presence, and hearing
of E Bond Joathan Herrington on
the 12th day of May 1860 also on Henry
Clare on the 23rd day also on
Jas L Dunklin on the 18th day of
May 1860 J C Pauer Deft
Sheriff

Samuel V. Herrington By his
next friend, Joshua E. Herrington - Plaintiff
Against
John A. Herrington - Defendant
In the Circuit Court
Jefferson County,

Plaintiff denies any knowledge or information of Defendant's claim of offsets, for goods sold to Plaintiff, amounting to \$150.90, sufficient to form a belief, - and he denies any knowledge or information sufficient to form a belief, of Defendant's having paid \$7.33 for license for Plaintiff. - And Plaintiff denies all knowledge or information sufficient to form a belief, of the charge of \$110, for goods ^{of Defendant} alleged to have been by Plaintiff, and the money not paid over, - And he denies any knowledge or information sufficient to form a belief, of Plaintiff having paid John Herrington \$340, out of the store goods of Defendant, And he denies any knowledge or information sufficient to form a belief of Plaintiff having paid off his work hands, with the money of Defendant amounting to \$112.16 2/3, - and denies any knowledge of Defendant having furnished \$23.00 to Plaintiff to buy groceries with, - and Plaintiff denies having any knowledge or information sufficient to form a belief, of Plaintiff having bought store goods, groceries and for money paid, & sent to Plaintiff.

me, amounting to \$150, 90 Cents,
And Plaintiff denies any knowledge
or information sufficient to form a
belief, of Plaintiff owing Defendant
in the aggregate the sum of
\$ 818, 00, ~~But on the contrary~~
Plaintiff believes Defendant
is largely indebted to him,

Alfred
3 Atty for Plff.

Alfred Green, Attorney for Plaintiff,
makes oath and says that from
the information received, he believes
the above Replication and the matters
therein as stated are true.

Sworn to before me

Alfred Green

June 15th 1866

Elias D. H. only

In Chancery Court
Jefferson County
Daniel Y. Worthington
vs,
Geo. A. Worthington
Replevin

Filed June 15th 1860
Geo. A. Worthington
Clerk

We the jury find for the Plaintiff
\$45

J H Deacy foreman