

Jefferson County Circuit Court
Case File - Civil

June 1859, #42

Box

11 Folder 47

Rice, Nathan L.

vs

Hunt, Isaac

Debt, account

Debt \$152.51 for groceries and
dry goods; plaintiff assignee of
G.T. Theobald & Co.; depositions;
includes St. Louis Law Commissioners
Court transcript of Russell, et al
vs. Theobald, et al from 1857

Wm. A. J. Hunt,

Selma Ala.

J. A. Shufeldt

May 10 I balance for at work

1852-57

Recd. Payment.

Wm. A. J. Hunt,

I have been transferred to the W. I. office. It seems you will make payment.

Respectfully

J. A. Shufeldt

I am I have June 9 1857.

W. R. Montague atty for the Marham & Rice matter
want to say he claims the above account is correct
besides the subscription
before me this 22 Nov. 1858.

W. R. Montague =

Henry Perry

Notary Public

Albany to

Nov.

J. A. Rice

m

Windsor J. Hunt.

8/5-2. 5-1,

Abner Green Esqr

Windsor

ms.

Filed May 4th 1859

Oliver J. Hunt



Nathan L. Rice, Plaintiff } In the Circuit Court
Against } of Jefferson County
Isaac Hunt, - Defendant } Missouri.

Plaintiff states that the Defendant, (and James Hunt, since deceased,) on the 16th day of May 1857, was indebted to the Firm of G. J. Theobald & Co., (merchants at St. Louis, Mo.) in the sum of one hundred and fifty two dollars and fifty one cents, a balance on account for goods, oats, and groceries, before that time sold and delivered by said G. J. Theobald & Co. to the Defendant, (and said deceased) the particulars of which will appear by the account herewith filed. - Plaintiff states that said G. J. Theobald & Co., on the 1st day of June 1857, for a valuable consideration, assigned, transferred and delivered said balance of account amounting to \$152, 51 cents to the Plaintiff, which assignment ^{was} reduced to writing ^{on said Account} on the 9th of June 1857.

Plaintiff, on thus becoming the legal owner of said Account, gave a written Notice to the Defendant on the 2nd day of June 1857, of the fact, that said Account had been only assigned to Plaintiff. - Afterwards, to wit, about the 1st of November 1857, Plaintiff's Attorney, C. R. Montague, presented said Account with the assignment thereon, to the Defendant ^{for payment} who admitted that the Account of \$152, 51 cents, was correct, and he then promised said Attorney to pay the same to Plaintiff in a short time, and promised to give his Note with security on the next day but failed to do so. - And Plaintiff states that the Defendant, though often requested, has wholly neglected and failed to pay said sum of money to Plaintiff or any part thereof. Plaintiff therefore asks judgment for one

hundred and fifty two dollars and fifty one
cents, the amount of the balance of said Account,
with interest from the 16th of May 1857,

Abner Green
Attorney for Plaintiff.

Abner Green, Attorney for 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 April 23^d 1859
Elias J. Horney, Clerk

Abner Green

In the Circuit Court
Jefferson County

Matham T. Rice

vs.

James Hunt

Defendant,

For summons same,

A. Green, for plaintiff

Filed April 23 1859

Alvan B. 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 Isaac Hunt

----- 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 ^{second Monday after} fourth Monday of May
next, then and there to answer unto Nathan L Rice

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

Elias D Honey
Witness, ~~THO. C. FLETCHER~~, Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at
office, in Hillsboro, this twenty third
day of April A. D. 1859

Elias D Honey
CLERK CIRCUIT COURT.

I executed the within writ at the County of
 Jefferson State of Missouri on the 2^d day of
 May 1859 by delivering to the defendant Isaac
 Hunt a true copy of this writ and petition
 thereto annexed as furnished me by the clerk
 Oscar Doved Sheriff
 Jefferson Co. Missouri

No 42

To Jefferson Co. Court

June term 1859

1660

Nathan & Rice

vs J. Summons

Isaac Hunt

Sheriff fees \$1.00

Attest May 31st 1859
 Eliza J. Honey Clerk

Recd. of \$1.00 for costs

I hereby acknowledge myself held and firmly bound for all costs, that may accrue to the Circuit Court of Jefferson County, in the suit of Nathan L. Rice vs Isaac Hunt, & which is to be instituted by my attorney Abner Green Esq.

Witness my hand and seal this 19th day of April 1859 —

C. R. Montague (Seal)

State of Missouri }
County of St. Louis } ss

On this 19th day of April A.D. 1859 personally appeared before me Samuel W. Holliday, a Notary Public for the County & State aforesaid, C. R. Montague who is known to me to be the same person whose name is subscribed to the foregoing instrument of writing, acknowledged the same to be his act and deed for the purposes therein mentioned.

Witness my hand and seal this 19th day of April A.D. 1859.

Samuel W. Holliday
Notary Public, St. Louis Co. Mo.



Nathan & Rice
to } Bond for Costs
Jas. Hunt

Dated April 23rd 1859
Chas. A. Hooley Clerk



Nathan Allen } In the Circuit Court
vs. } June Term 1889.
Alfred Shumard }

The defendant came and
moved the court to make the Plaintiff
give security for costs. for the following
reasons,

1st The Plaintiff is a non resident of the state
2nd The bond filed by the Plaintiff is no
security for costs whatever, the obligor in
these bonds for costs being miserably
solvent

for costs

Nathan I Rice

vs.

Isaac Hunt

Motion for Secy
for casty.

Filed June 7th 1859
E. J. Honey, clk

Sustained

Nathan L Rice } In the Circuit Court
vs } Jefferson County,
Isaac Hunt.

The defendant comes and moves the court to strike out the account filed by the plaintiff with his petition and to require him to furnish a bill of the items of his account for the reason that the account on file does not state the items of the account.

Hetches for deft

Chatham & Rice

us

Isaac Munk

motion to divide
out the field &
for bill of particulars

McTear
parade

Arled June 10th 1859
Ora Mowery
Celand

Pauline

Nathan L Rice

vs.

Isaac Hunt

Jefferson Circuit
Court.

I, William S. Wood hereby acknowl-
edge myself held and firmly bound
for all costs that may accrue, in the
case of Nathan L. Rice vs Isaac Hunt
in the Jefferson Circuit Court, for Jef-
ferson County & State of Missouri

Witness my hand and seal, at St
Louis this 30th day of June, 1859.

Wm. S. Wood.

State of Missouri
County of St Louis ss. Be it Remembered,
that on this 30th day of June, 1859 before me the
undersigned John Flournoy a Notary Public
within & for the County & State of Missouri came
William S. Wood who is personally known
to me to be the same person whose name is
subscribed to the foregoing instrument of writing,
& acknowledged it to be his act and deed for the
purposes therein mentioned, and makes oath
that he is worth One Thousand dollars after
all his debts are paid =

Witness my hand & seal the day
and year above written.

John Flournoy
Notary Public



W. Price

5 Bonifacents

Isaac Hewitt

Filed July 29th 1859

Chas. A. Hoovey Clerk



Nathan L. Rice Plaintiff

Against
Isaac Hunt Defendant.

In the Circuit Court Jefferson County.

Defendant admits that about the 12th of March 1857 he bought a bill of groceries of the firm of G & P Theabold & Co, a firm at that time doing business in the city of St Louis and composed of G & P Theabold, James A Deak and James R B Rice, and owed on said bill about \$142.00

Defendant denies that said account was assigned in writing by said firm to the plaintiff on the first day of June 1857 or on the 9th day of June 1857 or at any other time.

He states that said firm of G & P Theabold & Co was dissolved and ceased to exist on the 2nd day of June 1857 of which plaintiff had notice at the time, and that said firm on the said 2nd day of June 1857 made a conveyance and general assignment of all the assets and property of the firm to one Samuel Simmons, for the benefit of their creditors of which assignment the plaintiff had notice,

Defendant further states, that after the dissolution of the partnership between the members of said firm of G & P Theabold & Co they were indebted to Parker Russell & Co of St Louis for rent of a store house, and said Parker Russell & Co brought a suit against them in Law Commissioners Court of St Louis County Missouri, and on the 31st day of August 1857 obtained a judgment against them in said Court for the sum of one hundred and fifty dollars, on which judgment an execution was issued against them on the 27 day of August 1857, and upon said execution this defendant was summoned as garnished to answer at the October term 1857 of said Law Commissioners Court, touching his indebtedness to the said firm of G & P Theabold & Co.

Defendant answered the interrogatories propounded

to him by the plaintiffs in said execution, in which he admitted an indebtedness on his part to the firm of L P Theabold & Co. of \$142 - upon which answer a judgment was rendered against him on the 6th day of October 1857. in said Law Commissioners court, in favor of the plaintiffs in said Execution for the sum of one hundred and forty two dollars and which judgment defendant has fully paid and satisfied,

Defendant states that the subject matter and indebtedness on which said Parker Russell & Co recovered said judgment against him is the identical same cause of action of the present suit,

He denies that plaintiff gave him a written notice of ~~the~~ assignment of said demand to him, on the 2nd day of June 1857. or at any other time, He denies that he ever promised to pay said demand to the plaintiff or to give his note for the same at any time. and is very confident that he made no such promises about the 1st of November 1857.

Defendant denies that he owes plaintiff anything on account of said demand or that he owes any other person anything on account thereof but has actually paid more than he ever justly owed said Theabold & Co. That since the said Parker Russell & Co obtained the judgment against him as Garnishee as aforesaid he has discovered that they overcharged him about \$22.00 in said bill more than the prices agreed upon at the time he purchased the goods,

Witness for Deft
Isaac Hunt, Defendant, on oath states that the foregoing answer and the matters therein stated he believes to be true,

Signed & Sworn to before me

this 13th day of August 1859

Elias J. Hooley

clerk

Isaac Hunt

Mathew & Rice

or

Joane Smith

Andrew

Filed Aug 13th 1859

Chas J Honeys
Clerk

Nathaniel L. Rice, - Plaintiff } In the Circuit
Against } Court for the
Isaac Hunt, - defendant, } County of Jef=
ferson State of
Missouri

To Isaac Hunt, 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 F. Lounney & Montague
on Chestnut ^{Street} between Third & Fourth
Streets, in the City of St. Louis, in St. Louis
County, Missouri, on the Twentieth day of
October 1839, 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, until completed.

Sep. 10th 1839. } Abner Green
Attorney for plaintiff

I turned the within slave in the
County of Jefferson State of Missouri
on the 4th day of October 1859 by Delivering
To Isaac Hunt a True Copy of the
within ^{slave} ~~slave~~ Daniel Sheriff by
Jas C Bowen Deputy

In Circuit Court
Jefferson County

N. L. Rice

v.

Isaac Hunt

Notice to take

Depositions

Sheriff fees 50^{cts}

Depositions

of witnesses produced, sworn and examined, on the twentieth
day of October A. D., 1867 between the hours of 8 o'clock in the forenoon, and 6
o'clock, in the afternoon of that day, at the Law Office of Bloumey & Montagne on Chestnut street
between Third & Fourth streets in the City of St. Louis, in the County of

St. Louis, in the State of Missouri before me, Samuel N. Holliday
a Notary Public within and for said County and State, in a certain cause now pending in the Circuit
Court for the County of Jefferson in the State of Missouri
between Nathaniel L. Rice Plaintiff,
and Isaac Hunt Defendant,
on the part of the plaintiff,

in accordance with the annexed notice.
Caesar R. Montagne of lawful age, being produced, sworn and examined,
on the part of the plaintiff

deposeth and saith: I reside in St. Louis and I am acquainted with the plain-
tiff and defendant in this cause. Sometime during the month of June
1867 the plaintiff Dr. Nathaniel L. Rice called on me at my office
and placed in my hands for collection a number of accounts which had
been assigned to him on June 1st 1867 by Messrs. G. P. Theobald & Co
of St. Louis. Among these accounts there was one for \$152.51 against
Messrs. S. & J. Hunt. A short time after the assignment of this account
against Messrs. S. & J. Hunt to Dr. Rice, I wrote to Mr. Isaac Hunt
and informed him of said assignment and requested him to make pay-
ment to me as the Attorney of Dr. Rice as soon as he could. As well as
I recollect he wrote me and said he would be in St. Louis at King's Ho-
tel, about the tenth of July and that I could see him there. It was sometime
during the month of July, the latter part thereof, or the first part of the
month of August, as well as I can recollect, it was about the 12th of Au-
gust, that I called upon Mr. Hunt at King's Hotel in the City of St. Louis,
and had a communication with him about paying this account to Dr.
Rice. He told me that he had come up to the City to draw some money
that was due him from the Iron Mountain Railroad Company for work
done upon the Iron Mountain Railroad, and that he would call at my
office in the morning and settle the account. On the day after this con-
versation, early in the morning, he called at my office as he had promised.
On looking over the account, he said there was one item in it that was
not correct. It was an item about some whisky; he said he had
not bought as much as he was charged with, and that he only owed
\$142.51. I told him I would have that corrected, and did
have it corrected, as per account herewith filed, marked
"Exhibit A." and made a part of this deposition. He then stated to me,
in that conversation, that he had received a letter from Dr. Rice in June
last, informing him of the assignment of this account by G. P. Theo-
bald & Co; and, that he had been requested to pay it. He also said,
that a little while previous to receiving the letter from Dr. Rice, he had
received a letter also from the firm requesting payment, and a notice
from one Beale not to pay it. He said he did not care who he paid it to,
so he paid it to the person that was entitled to it, and that he was satisfied
that Dr. Rice was entitled to it. I then showed him the letter herewith at-
tached, and marked "Exhibit B." and he said it was written by George
McLaird, his clerk, and under his directions, in answer to Dr. Rice's
letter under date of June 2nd which solicited the payment of the account. He
did not pay me the money that morning as he promised, because he said he
had been disappointed in getting his money from the Iron Mountain Railroad Company

but that he would be up in St. Louis again soon, and then he would pay it. He said he was willing to give me his note payable to Dr. Rice, if I would take it. I told him I would not take his note unless he gave me an endorser, and he said he would give me Mr. King of King's Hotel of this City as an endorser. He however went away and did not do as he had promised. Immediately after this I was absent from St. Louis on a visit to the South and did not return until sometime in the following October. On my return to St. Louis I found a letter from Mr. Hunt stating his willingness to pay Rice's claim. That letter I have lost or misplaced, and after diligent search I am unable to find it. I answered that letter on October 29th, a copy of which answer is herewith appended and marked "Exhibit C." I do not recollect the date of Mr. Hunt's letter, but it must have been written about the middle of August 1857 or, perhaps, the latter part of August. The next time I saw Mr. Hunt, which was, I think in November following, he told me he had been garnisheed by Parker, Russell & Co. and that he had paid the claim. I told him that he had acted wrong in so doing, and that he was not a debtor of Theobald & Co. but of Dr. Rice. I told him if he had paid it he would have to pay it a second time. He laughed and said he did not care; that I could not hurt him, for he had taken an indemnifying bond from Beale, in case he should pay it a second time. This was the last I saw of Mr. Hunt. I have no interest in this suit directly or indirectly. The assignment of this account of the Messrs. Hunts by G. P. Theobald & Co. to Dr. Rice the plaintiff was made on June 1st 1857. A day or so after that they made a general assignment of all their property to one Samuel Simmons for the benefit of all their creditors.

Sworn to and sub- { G. P. Theobald,
subscribed before me

this the 20th Oct. 1859

Saml. N. Holliday, Notary Public.

Griffin P. Theobald of lawful age being produced and sworn deposed and says: I was one of the members of G. P. Theobald & Co. in 1857. On June the 1st 1857 our firm, G. P. Theobald & Co. assigned to Dr. N. D. Rice, for a valuable consideration the account against Messrs. J. & J. Hunt, which is herewith attached and marked "Exhibit A."

G. P. Theobald

Sworn to and subscribed
before me this the 20th Oct. 1859.

Saml. N. Holliday

Notary Public, St. Louis, Mo.

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

I, Saml. N. Holliday 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 Law office of Hounoy & Montague on Chestnut
street between Third and Fourth streets in the City of St. Louis
in the County and State last aforesaid Lawson R. Montague and Griffin P. Theobald
Who ~~were~~ by me severally sworn to testify the whole truth of their knowledge touching the matter in contro-
versy aforesaid; that they were examined, and their examination reduced to writing, and subscribed by them
respectively in my presence on the day between the hours, and at the place in that behalf first aforesaid, and
their Depositions, together with the Exhibits therein referred to, are now herewith returned. ~~and I further~~
~~certify that said~~ and I further certify that said C. R. Montague and
G. P. Theobald are
residents of St. Louis City and County.

IN TESTIMONY WHEREOF, I hereunto affix my hand and notarial
seal this, the 20th day of October A. D., 1859

Saml. N. Holliday Notary Public.

FEE, \$ 7.50

Intues fee
pd by plff Saml. N. Holliday N.P.

Opened and filed by me
Jan. 10th 1859
Eliza J. Hovey
Clerk

copy =

St Louis March 12th 1857.

My dear Mr & J Hunt

To G. P. Thibault & Co -

To 1 Bbl W. C. Molasses 42 Gall. 72¢	30.24
1 Sugar 280 [#] 37 [#] 243, 12 1/2¢	30.38
1. Sack Beans 127. 27 [#] bush \$2.25.	5.82
1 Bbl Rice 122 [#] 14 [#] 108 [#] 6¢	6.48
1 Cask Cod fish 646 [#] 64 [#] 582 [#] 5 1/4.	32.01
1/2 Box of Tea BKR 49 [#] 13 [#] 36 [#] 55¢	19.80
1 Sack of Coffee 163 [#] 12¢	19.56
1 1/2 Box of Chewing Tobacco 53 [#] 40¢	21.20
1 .. Soap 78 [#] 10 [#] 68 [#] 6 1/2	4.42
1 .. Matches	1.00
1 Keg 10" Nails 100 5¢	5.00
1" #10 Gallons 13. Whiskey \$1.50	16.00

Stray of -

60
\$192.51

By Cash

Bal. due - \$142.51

Gentlemen

The above balance has been trans-
ferred to Mr W. L. Rice to whom you will
make payments.

Respectfully

G. P. Thibault & Co.

St Louis June 1st 1857.

C. R. Montague agent for Mr W. L. Rice
makes oath and says that the above ac-

count is true and correct, to the best of his
knowledge & belief =

C. R. Montague,
Sworn to and Subscribed

before me this 19th Oct 1859 } ss -

J. W. N. Holliday.

Notary Public St. Louis County, Mo.

vol. 24. p. 262.

N. L. Rice

vs,

Isaac Hunt

Acct \$142.31

Filed Nov 14th 1859
Elias T. Honey
clerk

Nathan L Rice

vs.

Isaac Hunt

In the Circuit Court
Jefferson County,

The defendant by his attorney
comes and moves the court to suppress the
deposition taken in this cause of Caesar
R Montague and by P Theabold on the
part of the plaintiff, for the following
reasons.

1st It does not appear that the said
witnesses reside at a greater distance
than forty miles from the place of
holding this court.

2nd The depositions are not certified
by the notary public before whom
they purport to have been taken
under his seal as required by law,
Hetcher for Deft.

of Rice

vs
Isaac Stunk

Motion to suppress
depositions of
Plaintiff

Filed June 13th 1866

Wm J. Henry
Clerk

Detained June 13th 1866

Book etc page

June 16 1855
Mr H. L. Rice

Sir Your favor the 2nd inst is
at hand Soliciting the payment of a Bal due the
Firm of G P Therbault & Co for Out of Groceries Bot
March The 12th 1855 I also Received a letter from
the firm Bearing date of 20th of May Soliciting
the Payment of Same. Well I was Ready to settle
the claim at any time when I was in the City but
I got a Notice from Mr J A Beall some time
ago Protesting and Notifying me not to pay the
firm the Balance due. and I will be in
St Louis on the 10th of July and will be Ready
to settle the claim. You will see me at Kings
Hotel on Vine Street and I hope you will
have matters arranged so as I can pay it to
whom it is coming to with Safety I have never
Received any Bill of the articles purchased
of the Firm and I wish you would forward
me a bill of the same Stating the Prices &
Quantity of the goods and Oblige
Yours Resp

Isaac Hunt
Per George M. Gauland Jr
Clerk

Exhibit B.
Saml. N. Hollings
N.P.

Letter.
of
Deane Abbott-
to
Hon. Mr. Chas. Rice.

From P. H. Tall Co. No. 1. March 15th 1857,
 Messrs J. & J. Humphreys

To J. P. Theobald & Co
 100 Bbl Molasses 42 Gal, per 30.24
 " 1 " " " Sugar, 380[#] 37[#] 243 12^{1/2} 30.38
 " 1 Sack Beans 127.27^{1/2} bush per 2.25 5.82
 " 1 Bbl Rice 122[#] 14[#] 108[#] 6[#] 6.48
 " 1 Csk Adfrik 646[#] 64[#] 582[#] 5^{1/4} 32.01
 " 1/2 Box Tea Bk 49[#] 13[#] 36[#] 55[#] 19.80
 " 1 Sack Coffee 163[#] 12[#] 19.56
 " 1 1/2 Box Chewing Tobacco 53[#] 40[#] 21.20
 " 1 " Soap 78[#] 10[#] 68[#] 6^{1/2} 4.42
 " 1 " Matches 1.00
 " 1 Keg 10² Nails 100 50 5.00
 " 1 " 10 Gal. 13. Whiskey per 1.50 16.00
 Drayage 60

By Cash \$192.57
 Balance due, 50.00
 \$142.57

Gentlemen The above balance
 has been transferred to Dr
 N. L. Rice to whom you will make
 payment

Respectfully
 J. P. Theobald & Co
 Louis June 1st 1857,

Exhibit A
 Saml. N. Holiday
 N. P.

Mr Isaac Hunt

Lyons, Mo.

St Louis Mo. 29, 1859

Dear Sir.

Having been absent for some weeks on a visit to the South, I found on my return yr letter to me, stating you would pay me the money due to Ler Rice from you. I suppose you have since visited the city & found me absent, & I merely write to request you to call on me & settle, or remit the amount by mail. I think I have certainly awaited on you long enough & do not suppose you wish a longer extension. Please write me by return mail.

Very Respectfully Yours -
L. R. Montague

Exhibit C.

Saml. N. Holliday
N. P.

Nathaniel L. Rice, - plaintiff } In the Circuit
Against } Court for the
Isaac Hunt, - defendant } County of
Jefferson, State
of Missouri

To Isaac Hunt, the above named defendant,
You are hereby notified that dep-
ositions of witnesses to be read in evidence
in the above Cause, on the part of the Plain-
tiff, will be taken, at the Law Office of
C. R. Montague on Chestnut, between Third
and Fourth Streets, in the City of St. Louis
in St. Louis County, Missouri, on the fifth
day of November 1860, between the hours of
Eight O'clock in the forenoon, and Five 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
until completed, Abner Green
Attorney for plaintiff
Oct 22nd 1860.

Isaac Hunt, in Jefferson County Missouri, on the
29th day of October 1860, by delivering to him a
true Copy of the same,

Subscribed and Sworn to.

Abner Green

before me Oct. 30/60

A. K. Hester, Atty. Gen.

In Circuit Court
Jefferson County
Nathaniel L. Rice
vs.
Isaac Hunt
Petitioner to take
Declarations

Depositions

of witnesses produced, sworn and examined, on the Fifth
day of November A. D., 1860 between the hours of 8 o'clock in the forenoon, and 9
o'clock, in the afternoon of that day, at the law office of C. R. Montague
City of St. Louis State of Missouri before me Sam. Holliday
a Notary Public within and for said County and State, in a certain cause now pending in the Circuit
Court of the County of Jefferson State of Missouri
between N. L. Rice Plaintiff,
and Isaac Hunt Defendant,
on the part of plaintiff
in accordance with the annexed notice.
G. P. Theobald of lawful age, being produced, sworn and examined,
on the part of the plaintiff
deposeth and saith:

I reside in St. Louis and was one of the mem-
bers of the firm of G. P. Theobald & Co in 1857. On
June 1st 1857 our firm G. P. Theobald & Co assigned to
Dr. N. L. Rice, for a valuable consideration the
account against Messrs G. & J. Hunt, which is
hereto attached and marked "Exhibit A."

Cross-examined by - Fletcher for def.

This account was assigned to Dr. Rice before
we made our general assignment for the benefit
of creditors. The firm was indebted to Dr. Rice at
the time of the assignment of this account. My
partner was a son of Dr. Rice.
Sworn to and subscribed before me { G. P. Theobald
this the 5th Nov. 1860.

Sam. H. Holliday, Notary Public, St. Louis County, Mo.
Caesar R. Montague of lawful age, being produced,
sworn and examined on the part of the plaintiff, deposeth and
saith: I reside in St. Louis, and am acquainted with the plaintiff and
defendant in this cause. Sometime during the month of June 1857, the
plaintiff Dr. Nathaniel L. Rice, called on me at my office and
placed in my hands for collection a number of accounts

which had been assigned to him on June 1st 1857, by Messrs. G.P. Theobald & Co of St. Louis. Among these accounts there was one for \$152.57 against Messrs. Dr. Hunt. A short time after the assignment of this account against Messrs. Dr. Hunt to Dr. Rice, I wrote to Mr. Isaac Hunt and informed him of said assignment and requested him to make payment to me as the attorney of Dr. Rice as soon as he could. As well as I recollect he wrote me and said he would be in St. Louis at King's Hotel, about the 10th of July and that I could see him there. It was sometime during the month of July, the latter part thereof, or the first part of the month of August, as well as I can recollect it was about the 12th of August, that I called on Mr. Hunt at King's Hotel in the City of St. Louis, and had a communication with him about paying this account to Dr. Rice. He told me that he had come up to the city to draw some money that was due him from the Iron Mountain Railroad Company for work done upon the Iron Mountain Railroad, and that he would call at my office in the morning and settle the account. On the day after this conversation, early in the morning, he called at my office as he had promised. On looking over the account he said there was one item in it that was not correct. It was an item about some whiskey; he said he had not bought as much as he was charged with, and that he only owed \$142.89. I told him I would have that corrected, and did have it corrected as per account herewith filed, marked "Exhibit A," and made a part of this deposition. He then stated to me, in that conversation, that he had received a letter from Dr. Rice in June last, informing him of the assignment of this account by G.P. Theobald & Co; and, that he had been requested to pay it. He also said that a little while previous to receiving the letter from Dr. Rice he had received a letter also from the firm requesting payment, and a notice from one Beale not to pay it. He said he did not care who he paid it to, so he paid it to the person entitled to it, & that he was satisfied that Dr. Rice was entitled to it. I then showed him the letter

hereto attached and marked "Exhibit B." and he said it was written by Geo.
 McFarland, his clerk, and under his directions, in answer to Dr. Rice's letter
 under date of June 2nd which solicited the payment of the account.
 He did not pay me the money that morning as he promised, because he
 said he had been disappointed in selling his money from the Iron Mountain
 Railroad Company, but that he would be up in St. Louis again soon, and
 then he would pay it. He said he was willing to give me his note payable
 to Dr. Rice, if I would take it. I told him I would not take his note unless
 he gave me an endorser, and he said he would give me Mr. King of King's
 Hotel, of this city, as an endorser. He however went away and did not
 do as he had promised. Immediately after this I was absent
 from St. Louis on a visit to the South, and did not return until sometime
 in the following October. On my return to St. Louis I found a letter from
 Mr. Hunt stating his willingness to pay Dr. Rice's claim. That letter I
 have lost or misplaced, and after diligent search I am unable to find
 it. I answered that letter on Oct 29th, a copy of which answer is
 hereto appended and marked "Exhibit C." I do not recollect the
 date of Mr. Hunt's letter, but it must have been written about the
 middle of August 1857 - or, perhaps, the latter part of August.
 The next time I saw Mr. Hunt, which, was, I think, in November
 following, he told me he had been grieved by Parker, Russell & Co.
 and that he had paid the claim. I told him he had acted wrong in so
 doing, and that he was not a debtor of Theobald & Co. but of Dr. Rice.
 He laughed and said he did not care; that I could not hurt him, for
 he had taken an indemnifying bond from Beale, in case he should
 pay it a second time. This was the last I saw of Mr. Hunt. I
 have no interest in this suit directly or indirectly. The assignment of
 this account of the Messrs. Hunts to C. R. Theobald & Co. to Dr. Rice the
 plaintiff was made on June 1st 1857. A day or so after that they
 made a general assignment of all their property to one Samuel Sim-
 mons for the benefit of all their creditors.
 Cross-examined by V. C. Fletcher for deff. - who says he does
 not wish to ask any questions.

C. R. Montague.

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

I, Sam. N. Holliday a Notary Public

within and for the County and State aforesaid, do certify, that in pursuance of the annexed Notice
~~came before me at~~ G. P. Theobald and C. R. Montague
came before me at the Law Office of C. R. Mon-
tague on Chestnut Street, between 3rd & 4th streets in the City of St. Louis,

in the County and State last aforesaid on the 5th day of Nov. 1860

Who ~~were~~ ^{severally} by me ~~severally~~ sworn to testify the whole truth of ~~their~~ knowledge touching the matter in contro-
 versy aforesaid; that ~~they were~~ ^{they were} examined, and ~~their~~ examination reduced to writing, and subscribed by ~~them~~ ^{them}
~~respectively~~ ^{respectively} in my presence on the day between the hours, and at the place in that behalf first aforesaid, and

~~their~~ Depositions, together with the Exhibits therein referred to, are now herewith returned... and I further
 certify that said C. R. Montague and G. P. Theobald

are
 residents of St. Louis, Missouri

IN TESTIMONY WHEREOF, I hereunto affix my hand and notarial
 seal this, the 5th day of November A. D., 1860

Sam. N. Holliday, Notary Public.

FEE, \$ 1.00

pd by pelf.

Nathan Rice Plaintiff

against

Isaac Hunt Defendant

In the Circuit Court

Jefferson County,

Defendant states that about 12th March 1857. he bought a bill of groceries from the firm of G P Theobald & Co, a firm at that time doing business in the City of St Louis and composed of G P Theobald, James A Beal and James R B Rice a son of the plaintiff, and admits that he owed on said bill about \$42.00 - He denies that said account was assigned in writing by said firm to the plaintiff on the first day of June 1857 or on the 9th day of June 1857. or at any other time,

He states that said firm of G P Theobald & Co was dissolved and ceased to exist on the 2nd day of June 1857. of which plaintiff had notice at the time, that on the 2nd day of June 1857 said firm made a conveyance and general assignment of all the assets and property of the firm to one Samuel Simmons for the benefit of their creditors of which the plaintiff also had notice,

Defendant further states, that at the dissolution of said firm difficulties and dissatisfactions existed between the members of the firm growing out of their partnership affairs and said Beal one of the members of the firm brought his suit in the Circuit Court of St Louis county against said Theobald, James R B Rice and the plaintiff N L Rice. That sometime in the Spring of 1857 the cause of action in said suit together with all the affairs and matters connected with said partnership were submitted to arbitrators

and before submission said Theobald & JKB Rice as principals and Nathan L Rice the plaintiff as security entered into a bond payable to said Beal in the sum of five thousand dollars by which they obligated themselves to abide by and perform the decision of the arbitrators, that all of said matters of difference between said parties were submitted to the arbitrators so chosen by the parties, who made their award which was received and approved and adopted & treated as a final adjustment of said matters and causes of action, by which award said Beal was to take nothing out of the assets of the copartnership, but that said Theobald and JKB Rice were to take all of the assets and pay all the debts of the partnership, acquiescing in the decision said Theobald & Rice took all the assets and effects of the firm and Beal dismissed his suit and released to them all the said assets and effects,

Defendant further states that after the dissolution of the said partnership and after the arbitration aforesaid, said firm of L P Theobald & Co were indebted to Parker Russell & Co of St Louis for rent of a store house on Second Street in said City occupied by them while in business, that said Parker Russell & Co brought a suit against them in the Law Commissioners Court of St Louis County and on the 21st day of August 1857. obtained a judgment against them for the sum of one hundred and fifty dollars on which judgment an execution issued on the 27th day of August 1857. and upon said execution this defendant was summoned as a garnishee to answer at the October Term 1857 of said Court

touching his indebtedness to said firm, that interrogatories were exhibited against him as such garnished in said court to which he filed an answer admitting an indebtedness to said firm of \$142 - upon which a judgment was rendered against him on the 6th day of October 1857 in favor of said Parker Russell & Co for the said sum, which judgment he has fully paid and satisfied,

Defendant states that the indebtedness so confessed by him and for which judgment was rendered against him and which he has paid as aforesaid is the identical same cause of action mentioned in plaintiff's petition,

Defendant further states that plaintiff has notice at the time of the decision by the arbitrators and had full notice when he received the account sued on, that said debt due Parker Russell & Co by said Theobald & Co was unpaid that he also had notice that defendant was garnished and made no objections to the garnishment of the debt, He states that plaintiff was in equity and good conscience and by his bond aforesaid bound for the payment of all the debts of said firm of G P Theobald & Co for which said Real could in any wise be made liable, that said debt due to Parker Russell & Co was one of those debts for the payment of which plaintiff was bound,

He states that he had no notice of an assignment to plaintiff of said demand on the 2nd June 1857 or at any other time and denies that such an assignment thereof was made as alleged

in the petition, He denies that he promised to pay said debt to plaintiff, or to give him a note for the same,

Defendant therefore states that he does not owe plaintiff said sum of \$142. - or any other sum, that he paid said amount as garnishee without notice of plaintiffs claim, and further insists that even if he had been notified of the assignment of said claim to plaintiff if any such assignment was ever legally made, that in paying the same as garnishee as aforesaid he was paying a debt for which said plaintiff was equitably bound and it was a proper application of the assets of the firm of G P Theobald & Co in the hands of N L Rice, the plaintiff, to the payment of their debt for which plaintiff would have been bound, in case said Deal had paid it, and which he would have had to pay said G P Theobald & Co N L Rice being insolvent and having made way with all the other assets & property of the late firm of G P Theobald & Co,

Defendant prays the Court if necessary to adjust the equities between said parties and to make the proper application of the amount so paid by him as garnishee as aforesaid to for such other and further relief as he may be entitled to,

Walter Charter
for Deft.

Isaac Hunt being duly sworn, upon his oath states that the foregoing answer and the matters therein as stated he believes to be true

Signed & sworn to

before me Dec 11th 1860 } Isaac Hunt
Elias Mooney clerk. }

M L Rice
no
Joao Hunt

Amen bed answer

John Deer 10th 1860
Wm J Hooley
Clark

Nathan L Rice
vs
Isaac Hunt.

Motion to suppress
Depositions

Filed Decr 11th 1860
Elias F Honey
Clerk

Tuesday morning
Sustained unless
amended.

A. L. Rice
Against
Isaac Hunt,

The dependant asks the Court to declare
the law, ^{in this case} as follows

1. That if the Court sitting as a jury believe from the evidence that A. L. Rice, the present, Plaintiff was security on the bond of J. P. Theobald & J. K. B. Rice, the condition of which was that the said Theobald & Rice should abide by and perform the award which might be made by arbitrators chosen by said Theobald & Rice and J. A. Beal; that the award of said arbitrators was to the effect that said Theobald & Rice should take all the assets of the firm of J. P. Theobald & Co and should pay all the debts of the said firm; that Defendant owed the firm of J. P. Theobald & Co \$142, which constituted a part of the assets of said firm; that said firm was indebted to Parker Russell & Co, upon which judgment was rendered against J. P. Theobald, J. K. B. Rice & James A. Beal the members of said firm and that Isaac Hunt was garnished by said Parker Russell & Co; that said Hunt answered ^{on} said garnish^{ment} that he owed said firm \$142; that said Hunt has duly paid to said Parker Russell & Co the said \$142, either with or without notice of any assignment to the Plaintiff and that said Plaintiff ^{had} notice of these transactions of said firm ~~that~~ the Court will find for Deft.

2. That if Rice succeeds in this case, then Hunt can go back upon Theobald, Beal & Rice & compel

repayment to him for money paid to them use.

3. That upon dissolution of a partnership the separate partners have a lien upon the partnership effects for the payment of the partnership debts & in case W. L. Rice had notice of any debts existing the firm then he stands in the same predicament that the partners do, & cannot take advantage of any assignment until such debts are paid.

4. That if the assignment was made to this Plaintiff by Theobald & Rice to defraud, hinder or delay the creditors of the firm, then such assignment is void and this Plaintiff cannot recover.

5. That the partnership effects must be applied by the partners for the payment of partnership debts in preference to individual debts of the partners or any two of them. And if this assignment was made to Plaintiff in payment of an old debt due him by the firm and for which the firm of Theobald & Rice were not liable and Plaintiff had notice of the debt due Parke Russell & Co then such assignment is fraudulent as to Beal & consequently void.

Filed January 17th 1863 }
Elias J. Hoarey Clerk }

Be it remembered that on the 11th day of July, in the year of our Lord one thousand eight hundred and fifty seven, was filed in the Office of the Clerk of the Law Commissioner's Court of St. Louis County, a petition in the words & figures following, to wit:

Petition

St. Louis Law Commissioner's Court,

August Term, 1857

Sumner G. Russell

George W. Parker &

Reuben Beeman

George P. Theobald

John R. P. Rice &

James A. Deal

Plaintiffs who are partners doing business

under the name of

Parker, Russell and

Company, state that, on

the 9th day of March,

A. D. 1857, they leased

to the defendants, who were partners doing

business under the name of G. P. Theobald

& Co., store number fifty five North Second

street for three and one half months from

said date at the rate of One hundred dollars

per month, and there is now due the plain

tiffs by the defendants the sum of One hun

red & fifty dollars for one and one half months

rent, for which plaintiffs ask judgment

with costs,

And they file herewith the counterpart

of said lease signed by the defendants

Whittelsey,
Atty p. g.

County of St. Louis, Mo.

Humbull G. Russell, being
sworn says that he believes the above
petition and the matters therein stated
to be true,

Sworn to & subscribed
this 11th day of July, 1837,
before me,

Matthew Williams Clerk,

Said Lease is in the words and figures
following, to wit:

Lease

THIS INDENTURE, made the 9th day of March
in the year of our Lord eighteen hundred
and fifty seven between Parker Russell & Co
of the one part and G. P. Theobald & Co. of
the other part, Witnesseth: That the said
Parker Russell & Co, in consideration of the
rents covenants and agreements herein
after mentioned and reserved on the part
of the said Parker Russell & Co, executors
administrators and assigns have leased
and by these presents do lease to the said
G. P. Theobald & Co, one store situated on
the East side of Second street between Pine
& Olive streets, No. 55, it being the northern

3 of two stores owned by Asa Wilgus and
leased by him to the said Parker Russell
& Co, & formerly occupied by them,
in Block etc, in the City of St Louis,
to commence on the ninth day of March
1834, for and during the term of three & one
half months at the rent of one hundred
Dollars per month, payable monthly,

Any failure to pay each months rent
when due, and within ten days after
a demand of the same, to produce a
forfeiture of this lease, if so determined by
said lessor or their successors, the lease
of said tenement or any part of it is
not assignable, nor is said tenement
or any part of it to be underlet under
penalty of forfeiture without the written con-
sent of said lessors, And it is hereby Cove-
nanted that at the expiration of this lease
the said tenement and premises are to be
surrendered to said lessors, their heirs or
assigns or successors, in the condition received
only excepting natural wear and decay, or
the effects of fire, All repairs deemed ne-
cessary by the lessees to be made at the ex-
pense of said lessees with the consent of
said lessors and not otherwise,

The said lessees and all holding under

4 them hereby engage to pay the rent above reserved, and double rent for every day they or any one else in their name shall hold on to the whole or any part of said tenement, after the expiration of this lease, or of its forfeiture for nonpayment of rent &c. This tenement and premises to be kept free of any nuisance, in or adjacent thereto, at the expense of the said lessee

G. P. Theobald & Co. (seal)

Witness

J. E. Hogg

And on said 11th day of July in said last mentioned year, a summons was issued for the above named defendants directed to the Marshal of St Louis County, in the words and figures following to wit;

Summons

The State of Missouri to the Marshal of St Louis County - Greeting:

We command you to summon George P. Theobald, John K. P. Rice and James A. Deal, to appear before the San Commissioner's Court of St Louis County on the first day of the next term thereof to be held at the City of St Louis within

5 and for the County of St Louis, on the
first Monday of August next, then &
there to answer the complaint of
Humbull G. Russell, George W. Parker
and Reuben Deeman, as set forth in
the annexed petition, and have you
then and there this writ,

Witness Matthew Williams, Clerk of
the Law Commissioner's Court of St Louis
County, with the seal of said Court
hereto affixed, at Office, in the
 City of St. Louis, this Eleventh day
of July, in the year of our Lord
one thousand eight hundred & fifty seven
Matthew Williams
Clerk

Upon which summons said Marshal
made the following return, to wit:
Marshal's
Return Executed this Writ in St Louis County
July 15, 1837, by delivering a true copy
of the same and petition to the within
named George P. Theobald, and by deliv-
ering a true copy of the same to John
H. B. Rice, James A. Deal not found.
Wm. Smith
Marshal

And on said 11th day of July, in said

Last mentioned year, a summons
was issued against James A. Deal,
directed to the Sheriff of Jefferson
County, in the words & figures follow-
ing, to wit:

Summons
for J. A. Deal

The State of Missouri
To the Sheriff of Jefferson County
Greeting:

We command you to summon
James A. Deal, impleaded with
George P. Theobald & John N. P. Rice, to
appear before the Law Commissioners
Court of St. Louis County, on the first day
of the next term thereof, to be held at the
City of St. Louis, within and for the County
of St. Louis, on the first Monday of
August next, then and there to answer
the complaint of Trumbull G. Russell,
George W. Parker & Reuben Freeman,
as set forth in the annexed petition, &
have you then and there this writ,

(seal) Witness, Matthew Williams, Clerk
of the Law Commissioners Court of
St. Louis County, with the seal of
said Court hereto affixed, at office in the
City of St. Louis, this eleventh day of July,
in the year of our Lord one thousand eight
hundred and fifty seven.

Matthew Williams
Clerk

7 Which summons was by the Sheriff of said Jefferson County, returned, with the following endorsement, to wit;

Sheriff's
Return of
Summons for
J. A. Beal

Executed the within writ at the County of Jefferson, on James A. Beal, on the fifteenth day of July, A. D. 1854, by delivering to him, the said James A. Beal, a true copy of the within writ and the annexed petition as furnished by the Clerk.

Augustine Wiley, Sheriff
Jefferson County, Mo.

And at a Regular term of the Law Commissioner's Court of St. Louis, County, begun and held at the City of St. Louis in & for said County, on Monday, the 3^d day of the month of August, in the year of our Lord, One thousand eight hundred & fifty-seven, the following proceedings took place in said cause, on Friday, the 21st day of said month, in said year, to wit;

Trumbull G. Russell;	{ On Petition
George W. Parker &	
Reuben Beeman	
G. P. Theobald J. K. B. Rice &	
James A. Beal	
{ This day come the	
{ Plaintiff by his	
{ attorney and the	
{ defendants, although	

& duly warned and solemnly called come
not but make default, And the plaintiff
waiving a jury submits this case to the
Court; and the Court being advised of and
concerning the same, doth find that the defend-
ants are indebted to the plaintiffs in the sum
Judgment of One hundred and fifty Dollars, It is
therefore considered by the Court that the
plaintiffs recover against the defendants the
sum aforesaid by the Court found, and also
their costs and charges in this behalf ex-
pended and that execution issue therefor,

State of Missouri
County of St. Louis ss.

I W. C. Huffman,
Clerk of the Law Commissioner's Court
of St. Louis County, certify the foregoing to be
a true transcript of the Record & proceedings
in the above entitled cause of Turnbull
G. Russell, George W. Parker and Reuben
Peerman, Plaintiffs, vs G. P. Theobald,
J. K. B. Rice and James A. Beal, defendants,
as the same now remain on file and of
Record in my Office.

Witness my hand & the seal
of said Court hereto affixed
at Office, in the City of

9 St. Louis, June 9, 1862,
W. C. Huffman, Clerk,

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State of Missouri
County of St. Louis P.

Be it remembered, that on the First day of the month of October, in the year of our Lord, One thousand eight hundred & fifty seven were filed in the Office of the Clerk of the Law Commissioner's Court of St. Louis County Interrogatories to be answered by Isaac Hunt, garnishee of G. P. Theobald et al, in the words and figures following, to wit:

Interrogatories Russell, Parker & Co	Law Commissioner's Court,
Garnishee of	In the above entitled cause
Triffin P. Theobald	the plaintiffs exhibit the
James H. Rice James A. Beal	following interrogatories

10 to be answered by the said Isaac Hunt, who has been summoned as a garnishee by the Sheriff of Jefferson County;

1. At the time you were summoned as garnishee in this cause were you indebted in any way to said defendants or either of them? If so, state the nature ^{& amount} of that indebtedness, and when the same became due; and whether it is evidenced by any writing, & describe any such writing particularly

Whittelsey,

Atty. h. g.

And, on said first day of October, 1857, said garnishee filed in the office of the Clerk of said Court, his answer to the foregoing Interrogatories, in the words and figures following, to wit;

Answer Russell, Parker & Co } Law Commrs, Court

Garnishee of }
G. P. Theobald, } Isaac Hunt, summoned
Jas. K. B. Rice } by the Sheriff of Jefferson
James A. Beal } County, as garnishee
in this case, as a debtor
of said defendants, in

answer to the interrogatories propounded to him
says that at the time he was summoned

11 as garnishee in this cause, he was indebted
to said defendants in the sum of one hun-
dred & forty two dollars for goods, wares & merchan-
dise purchased of the firm of G. P. Theobald
& Co, in the month of March, last, & which
sum is now due and ready to be paid
by this garnishee, as the Court may direct
Isaac Hunt,

Isaac Hunt, being sworn, says that the
matters in the above answer stated are true,
Isaac Hunt,

Sworn to & subscribed
this 1st day of Oct, 1857,
H. Dusebury, Law Commr,

And, at a Regular term of the Law Commissioner's
Court of St. Louis County, begun and held
at the City of St. Louis, in & for said County,
on the first Monday of the month of October,
in the year of our Lord, one thousand eight
hundred and fifty seven, the following
proceedings took place, in said cause,
on Tuesday, the 6th day of said month, in
said year, to wit;

Trumbull G. Russell,
George W. Parker &
Reuben Peerman
Isaac Hunt, garnishee of Theobald (G. P.) & Co

This judgment is
satisfied, Feb'y 4. 1868
Whittlesy,
Atty for Jeffs,

12 The parties by their attorneys come, and the garnishee confessing his indebtedness to the defendants in the sum of One hundred and forty two dollars, it is considered by the Court that the plaintiffs recover of said garnishee the sum confessed and execution issue therefor; and that said garnishee be allowed the sum of ten dollars for his trouble and expense in answering herein,

State of Missouri
County of St. Louis ss.

I. W. C. Huffman,
Clerk of the Law, Commissioner's Court of St.
Louis County, certify the foregoing to be a true
copy of the Record and proceedings in the above
garnishment, as the same now remain on
file and of Record in my Office.

In witness of which I hereunto
subscribe my name & affix
the seal of said Court at office
in the City of St. Louis, this
9th day of June A. D. 1862,

W. C. Huffman,

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Lawson, Court

Druehl et al

vs. } Hancock

Shepard et al

Filed January 17th 1863
G. J. Honey, Clerk

\$4.00 paid by Jno. S. Dandy, Esq.

N. L. Rice
vs.
D. J. Hunt

In the Circuit Court
of Jefferson County

Depositions of L. R.
Montague & E. P. Theo-
bold for Deft.

To the Clerk of the Circuit Court
of Jefferson County,
Atchafalpa,
Mo.

