

Jefferson County Circuit Court
Case Files - Civil
JUNE 1864

Box No. 15 Folder No. 46

Kimm, Theodore

^{vs}
O'Fallon, John, Jr.
O'Fallon, James J.

Debt, note

Debt + \$400



Pay to the order of *John C. Allen*
for *2.00*
after date *2.30*
promise to
St. Louis, Mo. 18th 1864
Notary Public
for non-payment
April 16th 1864
discount, 25 cents
for value received negotiable and payable, without defalcation or
Union Bank of Missouri.
John C. Allen
Notary Public
St. Louis, Mo.

100 Dollars,

REP. PR.

John O. Tane

\$ 400 ✓

One 14/17 April-64

James J. T. Tallen

James A. Beal

~~Willsborough Me~~
~~Willsborough Me~~ x ~~Willsborough Me~~

STATE OF MISSOURI, } SS.
COUNTY OF ST. LOUIS.



Be it Known, That on the day of the date hereof, at the request of *John G. Darby & Co* the holders of the original *Promissory Note* a copy of which is on the reverse hereof written, I, JOSEPH L. PAPIN, Notary Public for the County of St. Louis, in the State of Missouri, duly commissioned and qualified, residing in the City of St. Louis, in said State, presented the same at the *Union Bank of Missouri* at two different times, found the doors open, but no one present upon whom to make a demand. And thereupon I made demand ~~at~~ a loud voice at the Counter of said Bank for the payment of said Note to which no body responded.

Whereupon, I, the said Notary Public, at the request aforesaid, have PROTESTED, and do hereby solemnly PROTEST, as well against all persons and every party concerned therein, whether as Maker, Drawer, Drawee, Acceptor, Payer, Endorser, Guarantee, Surety, or otherwise, howsoever, against whom it is proper to protest, for all Exchange, Re-exchange, Damages, Interest and Costs, accrued and to accrue, by reason of non- *payment* thereof.

Of all which I have given due notice in writing and print, to the parties concerned, in manner

To James D. W. Sallow by notice left at his place of boarding & lodging with the person in Charge thereof.
To James A. Beal by notice addressed to him at Hillsborough Mo. by mail this day postage prepaid.
To Mrs. J. Darby by notice left at his place of business with the person in Charge thereof.

Thus Done and Protested, at the City of St. Louis, aforesaid, this *Sixteenth* day of *April* A. D., 186*4*

IN TESTIMONY WHEREOF, I, the said Notary, have hereunto set my hand, and affixed my Notarial Seal, the day and year above written.

Recorded Book, D.

Folio, *42*

Fee, \$ *2.00*

Stamps,

30 } \$ *2.30*

Joseph L. Papin Notary Public.

STATE OF MISSOURI, } SS.
COUNTY OF ST. LOUIS.



Before the undersigned, a Notary Public within and for said County, came JOSEPH L. PAPIN, who being by me duly sworn, on his oath says, that the facts set forth in the foregoing certificate are true.

Sworn to and subscribed before me this *18th*

day of *April* A. D., 186*4*

Chas. Blood
Notary Public St. Louis County, Mo.

Joseph L. Papin

9400 100

Ninety days after date, I promise to Pay to
the order of James J. O'Fallon Four Hundred $\frac{7}{100}$ Dollars
for Value received, negotiable and payable, without defab-
-cation or discount at the Union Bank of Missouri. with
Ten per cent from date

Endorsed

John O'Fallon, Jr.

James J. O'Fallon
James A. Beal
John G. Darby

No. 1

John O'Fallon, Jr.

Due April 19th 1864

\$ 400.70

Prot. Fees, 2.00

Stamp, 30

\$ 2.30

Filed at my 9th 1864

to every Clerk

JOSEPH J. PAPIN,
CONVEYANCER & NOTARY PUBLIC,
Office, 331 Olive Street.

Theodore Kimm
 vs
 John O'Fallon Jr
 James J O'Fallon

In the Circuit Court of
 Jefferson County, Missouri

The plaintiff states that John
 O'Fallon Jr on the 15th day of January 1864 made
 his negotiable promissory note herewith filed by
 which he promised to pay to the order of James
 J O'Fallon the sum of four hundred dollars, ninety
 days after date, at the Union Bank of Missouri
 in the city of St Louis, that James J O'Fallon on
 the 15th day of January 1864, by endorsement
 on said note, transferred the same to James
 A Beal who by endorsement thereon transferred
 the said negotiable promissory note to plaintiff,
 that on the 16th day of April 1864. (the 17th of April being
 Sunday) said note was presented at the Union Bank
 of Missouri in the City of St Louis Missouri, for
 payment and demand of payment was then made
 but payment was refused and said note was
 duly protested for non payment, of which
 defendants had due notice from Joseph L Papius
 a Notary Public of St Louis as will appear by his
 protest herewith filed

Plaintiff says that he is now the lawful
 owner & holder of said negotiable promissory note and
 defendants still owe the same together with
 interest and damages of four per cent

Plaintiff demands judgment for four hundred
 dollars for the debt and for interest and for \$16
 for four per cent damages on said debt and interest

J A Beal Atty
 for Theodore Kimm

I a Real Attorney always states that the foregoing position and the matter therein as stated he believes to be true.
 Subscribed & sworn to before me
 this 9th day of May 1864
 Oliver J. Honey Clerk

J. A. Neal

3 copies put	4	1.50
3 64		1.00
2 books		2.00
2 copies		4.00
off		10
stamps		0 15
defect		25
subscrip		25
dues		25

Put on note

Shoreline
 as
 John Estabrook et al

Billed May 9th 1864
 Oliver J. Honey
 Clerk

books paid by Pelt for
 stamps 1 94

H. X. Neal

paid by off 14

Theodore Kimball }
vs }
John O. Pullor Jr }
James J. O. Pullor }
In the Circuit Court
of Jefferson County
Missouri

The Plaintiff states that John O. Pullor Jr. on the 15th day of January 1864, made his negotiable promissory note here with filed by which he promised to pay to the order of James J. O. Pullor the sum of Four hundred dollars ninety days after date at the Union Bank of Missouri in the City of St. Louis, that James J. O. Pullor, on the 15th day of January 1864, by endorsement on said note, transferred the same to James A. Beal, who by endorsement thereon transferred the said negotiable promissory note to plaintiff, that on the 16th day of April 1864 the 17 of April being Sunday, said note was presented at the Union Bank of Missouri in the City of St. Louis Missouri for payment and demand of payment was then made, but payment was refused and said note was duly protested for non payment, of which defendants had due notice from Joseph L. Papin a Notary Public of St. Louis as will appear by his protest herewith filed

Plaintiff says that he is now

the lawful owner & holder of said negotiable promissory note, and defendants still owe the same together with interest and damages of four per cent. Plaintiff demands judgment for four hundred dollars for his debt and for interest and for \$16. for four per cent damages on said debt.

J. A. Beal atty
for Theodore Kemmer

J. A. Beal Atty for Plaintiff states that the foregoing petition and the matters therein as stated he believes to be true

Subscribed & sworn to before } J. A. Beal
me this 9th day of May }
1864.

Elias F. Horrey Clerk

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

Witness my hand and
the seal of said Court
May 9th 1864
Elias F. Horrey Clerk

The State of Missouri, } ss.
COUNTY OF JEFFERSON.

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

We command you, that you summon *John O Haller Jr*

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 the fourth
Monday of *May* next, then and there to answer unto
Theodore Kinner

upon *his* original petition, a copy whereof is hereunto annexed and ac-
companies this writ, and have you then there this writ.

Witness, ELIAS F. HONEY, Clerk of our said Circuit

Court, with the seal thereof hereunto affixed, at office
in Hillsboro, this *fourth*

day of *May* A. D. 1864 :

Elias F. Honey
Clerk Circuit Court.



2243

TO JEFFERSON CIRCUIT COURT

Serial Saml, 1864

Theodore Runyon

vs { Defendants

John W. Fall on pr

W. Donald Sheriff fees \$1.00

Indy. \$432.10

10 per cent

Chad

I executed this writ at the County of Jefferson State of Missouri on the 14th day of May 1864 on John W. Fall on pr by delivering to him a true copy of this writ & annexed petition as furnished me by the Clerk

Jerome B. Dwyer Sheriff

The State of Missouri, } ss.
COUNTY OF JEFFERSON.

To the Sheriff of the County of *Saint Louis* ~~Jefferson~~ Greeting:

We command you, that you summon *James J. O'Fallon*

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 the fourth
Monday of *May* next, then and there to answer unto
Theodore Turner

upon *his* original petition, a copy whereof is hereunto annexed and ac-
companies this writ, and have you then there this writ.

Witness, ELIAS F. HONEY, Clerk of our said Circuit
Court, with the seal thereof hereunto affixed, at office
in Hillsboro, this *Ninth*
day of *May* A. D. 18*64*

Elias F. Honey
Clerk Circuit Court.



102
TO JEFFERSON CIRCUIT COURT

June 3rd, 1864

Theodore Tinnon
vs. Benjamin

James J. Waller
May 14, 1864

Executed this writ in the County of St. Louis on the
14th day of May 1864 by delivering a copy of the
writ and petition as furnished by the Clerk to
James J. Waller the within named
Defendant

Fees \$1.00 paid John C. Vague Sheriff
by C. W. Howard Jr.

Recd. for Parents June 9th 1864
Book No 5 page 99.