

Jefferson County
Case File - Civil

Circuit Court

Box

16

Folder

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May, 1865

Leeler, G. H.

Leeler, John

vs

Cohen, B.

Deb + 800 promissary notes

Deb + \$130, \$130; plaintiffs
assignee of J. A. Tanner

Aug 2. 66 2159

\$130⁰⁰

St. Louis, Mo.

Jan 50 1861

Four months after date I promise to pay
to the order of Privately

One hundred & thirty

CO. D. 1st Regt.

for value received, negotiable and payable, without deduction or discount
or the, Southern & American Broth in store in St. Louis
with interest at 6 per cent per annum from date

Due

2 Jan

33 John

130 ⁰⁰
Interest - 26 ⁰⁰

\$132.60

May 30 ¹/₂

B Loken
J. Tanner
Amgardner

No protest
Amgardner

Protested for non-payment
 St. Louis Mo July 2nd 1861
 J. H. C. Hancock
 Mayor Public
 Feb 11/75

2 1/4
48-

\$136⁰⁰

St. Louis, Mo.

January 30th 1861

Five months

after date

I promise to pay

to the order of my self

One hundred & thirty

00 & 00/100

The above named negotiable and payable without deduction or discount
 at the outstanding standing obligation in St. Louis
 worth in value at the time sent for payment from state

Due June 30/3

J. H. C. Hancock

12677
H. A. 325
D. 30
D. 30

B. Cohen,
Mr. Tanner
By Geo. H. Lott & Co
~~W. H. Lott & Co~~

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

Be it Known, That on the day of the date hereof, I, Philip C. Mauro,
Notary Public for the County of Saint Louis, in the State of Missouri, duly commissioned and qualified, residing
in the City of Saint Louis, in the said State, at the request of Mrs. G. W. Loker
Pro. the holder of the original Promissory
Note a copy of which is on the reverse hereof written, presented said
Promissory Note upon the Boatman's Savings Institution
in the City of St. Louis Mo. to the Teller
and demanded payment of the same, the time therein limited, and grace, having elapsed, which was refused.

Whereupon, I, the said Notary, at the request aforesaid, have **PROTESTED**, and do hereby solemnly
PROTEST, against the Makers & Indorsers of said
Promissory Note and all others concerned, for all Exchange, Re-Exchange, Damages,
Interest and Costs, accrued and to accrue to the said G. W. Loker & Pro.
by reason of the non-payment of the said Note

Thus Done and Protested, at the City of St. Louis, aforesaid, this Third
day of July A. D. 1861

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

Folio

202

Fee, \$

1.75

Philip C. Mauro

NOTARY PUBLIC.

#130 ⁰²

St Louis Mo Jay 30th 1861

Five months after date I promise to pay to the
order of myself One Hundred & thirty ⁰⁰ Dollars
for value received negotiable & payable without protest or
discount at the Mercantile & Savings Institution in
St Louis with interest at six per cent per annum
from date

B. Cohen
Enclosed

B. Cohen

J. P. Tanner
Pay to the order of B. Cohen
J. Jones & Co

Be it Known, That I, PHILIP C. MAURO, Notary Public for the County of Saint Louis, in the State of Missouri, duly
commissioned and qualified, residing in the City of Saint Louis, in said State, do certify that on the day of the date of this Protest, I
notified the Mak & Indorsers
of the hereto attached, Note of the within Protest, by notice in
writing and print, by me signed, of the same date of the said Protest, and which I, on the same day, delivered in person.

at the Postoffice in the City of St. Louis Mo, directed to
Messrs B. Cohen & Co. Present by
Messrs J. Jones & Co. Pittsburgh Pa in which I
enclosed a notice directed to
Messrs J. P. Tanner

In Testimony Whereof, I the said Notary, have hereunto set my hand, and affixed my
Notarial Seal, this 3rd day of July 1861

Philip C. Mauro

NOTARY PUBLIC.

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

Be it Remembered, That on this 7th day of July

A. D. 186 1 before me, the undersigned, a NOTARY PUBLIC, in and for the County aforesaid, personally appeared PHILIP C. MAURO, who being by me duly sworn according to law, deposeth and sayeth, that the facts set forth in the foregoing certificate by him subscribed, are true.

Sworn to and Subscribed to before me }
the day and year aforesaid, }
Witness my hand and Official Seal,

P. C. Mauro Notary Public.

A. P. Johnson

L. H. Loken and
John Loken. Plaintiffs }
against
B. Cohen defendant }

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

The Plaintiffs state that on the 30th day of January
1861, B. Cohen, the defendant, made his certain Negotiable
Promissory Note, herewith filed, whereby, five months after
date, for value Received, Negotiable as and pay able
Without Disalcation or discount, he promised to pay
At the Boatman's Savings and Institution, Saint
Louis, Mo., to the order of himself one hundred and
thirty Dollars, with six percent interest thereon till
from the date thereof, and immediately afterwards to wit
on the 1st day of 1861, Endorsed the said Note to
and delivered the same to for value Received to J. P. Tanner
Who Endorses the same to the plaintiffs, who on
~~the 1st day of July 1861~~ on the third day of
July 1861, caused the said note to be
presented to, Teller of the said Boatman's Savings Institution
for payment, during the Business hours of said
institution, which payment was refused of which refusal
the defendant B. Cohen, had due notice. Plaintiffs
state that they are & now the lawful owners of said
Note, and the defendant is indebted to them in the sum
of one hundred and thirty Dollars, with six percent
interest thereon from the date thereof, and also in the
sum of ~~four~~ twelve Dollars for damages for non-
payment of the same, and also in the sum of one ⁷⁵/₁₀₀
dollar for expenses in having the said note protested and

Notice thereof given to the Plaintiff Defendant. Plaintiffs therefore ask judgment for one hundred and thirty dollars with interest thereon at six percent from the date of said note, and also for twelve dollars damages, and also for one $\frac{25}{100}$ dollar cost expenses by the plaintiffs.

Plaintiffs further state on the 30th day of January 1861, R. Cohen, the Defendant, made his certain negotiable promissory note, herewith filed, whereby, four months after the date thereof, for value received, negotiable and payable without abatement or discount he promised to pay at the at the Realman's Savings Institution, Saint Louis, Mo. to the order of himself, one hundred and thirty Dollars with interest thereon at six percent per Annum from the date thereof, and immediately afterwards to wit on the same day,

Endorsed the said note and delivered the same, for value received, to J. P. Tanner who endorsed the same to Am. Gardner, who endorsed and delivered the same to Plaintiffs, who ~~are the~~ have presented the same to defendant for payment on the day of at

Mo. Plaintiffs further state they have presented the said note to the Defendant for payment at divers other times, since the ~~the day of~~ ^{and refused} 18 and that the defendant has wholly neglected to pay said note. Plaintiffs further state that they are now the lawful holders and owners of said note, Plaintiffs state that said note with all the interest thereon remain due and ~~is~~ unpaid, they therefore ask judgment for one hundred and thirty dollars with interest thereon from the date of said note, at the rate

of six percent per annum.

Thomas Hendricks Esq,
Atty for Plaintiff.

Saml. C. Hendricks Esq, Attorney for the
Plaintiff makes oath and says that the above
Petition and the matters therein, as stated,
he believes to be true

Sworn to & Subscribed before

me this 19th day of November } S. C. Swannerson
1864

Elias F. Hervey Clerk Circuit Court

Wm. A. C. C. C.
at
P. P. P.

Howard & Macneil
for P. P. P.

Edw. A. C. C. C.
at
P. P. P.

The State of Missouri, } ss.

COUNTY OF JEFFERSON.

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

We command you, that you summon *B. Cohen*

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

G. H. Loker and Loker

upon *their* 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 *Nineteenth*
day of *November* A. D. 1864

Elias F. Honey

Clerk Circuit Court.



TO JEFFERSON CIRCUIT COURT

May Term, 1865

H. H. Loker, and
Loker

vs. Defendants

J. B. Loker

J. B. Donaheriff \$1.00

I, Executed this writ at the county of Jefferson State of Missouri on the 26th day of November 1864, on B. Loker by leaving a true copy of this writ and annexed petition at his usual place of abode with a white person of his family over the age of 15 years

Jerome B. Donaheriff Sheriff

G. W. Loker and
 Loker, - Plaintiffs } In the Circuit Court of
 Against } Jefferson County, Missouri,
 B. Cohen, - Defendant }

The Defendant demurs to the Petition of the above Plaintiffs, and states the following grounds of objection.

- 1- That there is a defect of Parties, plaintiffs, as the given Christian name of one of the Plaintiffs is not set out.
- 2- That the petition does not state facts sufficient to constitute a cause of action, - in this,
- 3- It does not state that the Notes therein described, have been assigned, or endorsed for a valuable consideration to the Plaintiffs.
- 4- It does not state that the Note, therein described in the second count, payable four months after date, has been assigned for a valuable consideration to the Plaintiffs, - nor,
- 5- That said Note has been duly protested for non-payment, - nor that it was presented to the Boatman's Saving Institution, in St. Louis Mo. when it became due, and payment demanded from said Bankers.
- 6- It does not show that said Note was ^{for nonpayment} protested and due notice thereof given to the Defendant,
- 7- The said Note does not show that it was protested for non-payment, - nor ^{is} it accompanied by any certificate of any Notary Public, showing that it was presented to the Boatman's Saving Institution in St. Louis when it became due, and payment demanded, - and protested for non-payment, and due notice thereof given to

the Defendant, as required by law,
8- Neither of the Notes filed with said petition, show
that they have been assigned, for a valuable con-
sideration to the Plaintiffs.

Abner Green,
Attorney for Defendant,

Impr.

In Circuit Court
Jefferson County

J. W. Lohert
Lohert

vs.
H. Lohert

Demanded
to Plead

Filed May 8 1865

Samuel W. Lohert
Clerk