

Jefferson County Circuit Court
Case File - Civil
June 1867

Box

19 Folder 35

Leonard, Isaac E.
Slawson, Nathaniel
VS

Davidson, N. W.

Appeal

Defendant appealed from JP B.S.
Verdict on breach of contract for
failure to deliver fruit trees
and grape roots from his nursery
in Indianapolis

In Act with Highland & Lone Nurseries
Indianapolis Indiana N. H. Davidson Proprietor
with C. E. Herfoot Agent for said Nursery

We agree to deliver to Leonard & Lawson
the following list of Articles ordered from said
Nursery at St. Louis Mo on or before the first day
of April 1867 in good order without any charge for
freight at the rates and prices named opposite
each article. The grapes are to be of Number one quality
one year old or more and are to be grown from wood
one year old and not new wood and we warrant them
to be of first class quality of the varieties named
and it is agreed that ~~two~~ ^{two} thirds of the bill shall be paid
on the delivery of the articles and one third six Mos
from the delivery. The bill is as follows

1000 Concord Grape roots one year old from
old wood at 10 cents each \$100 00

One thousand Norton's Virginia Seedling
one year old from old wood \$100 00

Three hundred Delaware grape roots
one year old from old wood 30 00

2000 Little black Cap raspberries 16 00

2000 Lawton blackberries 16 00

twenty eight Pear trees 14 dwarf &
14 standard as named on order book 16 80

12 Cherry trees as named on
order book

\$ 7 20
\$ 284 80

St. Louis March 2nd 1867

Leonard & Lawson

C. E. Herfoot

Agent

of Highland & Lone Nurseries

Filed April 2nd

1867

D B Kargy / Hermitage - want \$500 -
three years -

Mrs. of Cincinnati
with 14 St. Louis
yic

Filed June 4, 1867
Edw. M. Cheney Clerk

HIGHLAND HOME NURSERIES.

Indianapolis,

July 18th, 1867.

A. Fairbridge Esq
Leicester
Mo

Dear Sir:

Received your letter.
and can file your bill as
my Agent represents. Hoping
to receive your patronage

I am very truly
W. W. Davidson

HIGHLAND HOME NURSERIES.

Indianapolis, *March 11th*, 186*7*
L. E. Leonard Esq
De Sir,

Dear Sir:

My apt Mr E. J.
Peters. in your State. Engaged Mr
Kerfott to sell trees for me.
Any orders he may take, provided
they were at prices I ordered
Peters to sell for, will be
sanctually filled. And the
stock can be relied on
What time did Kerfott
agree to deliver?

Very Resp
N. H. Davidson

O.S.

Will give you 25 per cent
on all orders. Cash collected
and pay freight. Resp. N. H. D

HIGHLAND HOME NURSERIES.

Indianapolis,

March 18th, 1867.

J. E. Leonard Esq.

St. Louis Mo.

Dear Sir

The greater 2nd class. Concord. at the prices will pay you

Yours recd. Am sorry you
 should be disappointed. but can
 not furnish the order at the prices
 given. Kerfatt was hired by an agent
 Mr Peters. in Mo. The first intimat-
 ion I had of it was letters received
 from you. I would like to sell you
 your ~~berries~~ ^{grapes} but he offers much
 less. than I can raise for. Concord
 are worth \$150.00 per thousand
 and Delaware \$25 per hundred
 And you pay freight. They can
 not be bought for less in any
 Nursery in this country. I have
 written to Peters telling him to
 correct all orders. and discharge
 Kerfatt. Hoping to hear from
 you soon. I am Very Res. W. H. Davidson

OFFICE HIGHLAND HOME NURSERIES,

Indianapolis, *March*, 1867
A. Cambridge Esq
De Sir Mr

Dear Sir
I am so sorry to cause delay
in answering. The Miami are
higher. I have not any of the
St Louis Red. as I don't know
it under that name. Would
with pleasure furnish them if
I had them. The agent (I suppose
it was Kerfoot) that owed you
your bill. I have des charged.
He sold a good many bills
much lower than I can
afford to furnish for. If you
can, would like you to write
immediately giving prices of
some of your bill. For feed
culture. Plant in hills. five
feet apart. Some in the
leaders. it will cause them

OFFICE HIGHLAND HOME NURSERIES,

Indianapolis,

, 186

to throw out side shoots.
render sticking unnecessary.
In a garden plant much
Masses Blackberries must
not be ~~planted~~ ^{overcrowded} but
as the roots are near the
surface. and in blowing
you will blow them up
Another way of planting is
in rows making the rows 4
feet apart. Plants 3 feet
apart in the rows. And
plow only one way.
I would prefer the hill or
stave system. Hoping
to hear from you soon.

As I think I am very Rich
you will find Wm Davidson
the Darlittle will give the
best sales for as it is the best
market berry N. H. D.

OFFICE HIGHLAND HOME NURSERIES,

Indianapolis, *Mar 24th*, 186*7*
J. E. Leonard Esq
De Gato. Mo

Dear Sir

Yours recd. I am sorry
you should be disappointed
but can not furnish the stock
at Kershaw's prices. I never
wrote you he was an authorized
Agent. I said he was hired
by an Authorized Agent and
any orders he might take
providing they were at prices
given my Agent to sell for
would be promptly filled.
I generally keep copies of
all orders, as letters recd
or sent, and therefore
am perfectly willing you
should commence suit
as soon as it suits your
convenience. Moreover I

OFFICE HIGHLAND HOME NURSERIES,

Indianapolis,

, 186

gave my Agent Express order
to sell for Ash when
delivered, and not take
note, from you or any
other man. I have en-
sured my Agent secrecy, as
he had no business to hire
any one without my consent
or knowledge. I am perfectly
willing to do what is right
and fair, and try to conduct
my business on that basis.
If you want your orders at fair
prices, { Mr Peters, says in
a letter I read this morning
He will call on you
Hoping it will prove
Satisfactory. I am very Resh
W. H. Davidson

Wm E Leonard &
Nathan Lawson
Plaintiffs

and
N. N. Davidson
Defendant

Before B. S. Rippy
a justice of the Peace

State of Missouri }
Jefferson County } S.S.

This day personally appeared before me
B. S. Rippy a justice of the Peace within and
for the County of Jefferson aforesaid and
say that the plaintiffs Wm E Leonard and
Nathan Lawson have a just demand
against N. N. Davidson defendant
and that the amount which the affiant
believes plaintiff ought to recover after
allowing all just credits and set off
is ninety dollars now due and that they
have good reason to believe and do believe
that the defendant is not a resident of
this State

Subscribed & sworn
to before me this 23rd
day of April 1867.

B. S. Rippy
Justice of the Peace

Wm E Leonard
N. Lawson

copy

William Westcott
Leicester

John Jones & others
Essex Street

Ira E. Leonard &
Nathan Slavson
Plaintiffs

Against
A. N. Davidson
Defendant

Bond in attachment suit
before B. S. Kipp
Justice of the Peace

The Ira E. Leonard and
Nathan Slavson as principals and A. N. Davidson
Wm. Evans & John Ball as

security owe and stand indebted to the State of
Missouri in the sum of two hundred dollars
upon this condition. That the plaintiffs in the
above entitled cause Ira E. Leonard and Na-
than Slavson shall prosecute their action with-
out delay and with effect refund all sums
of money that may be adjudged to be refund-
ed to the defendant A. N. Davidson or found
to have been received by the plaintiffs and
not justly due to them and pay all damages &
costs that may accrue to any defendant or
garnishee by reason of attachment or
any process or proceeding in the suit
or by reason of any judgment or process
thereon.

Approved this 23rd day
of April 1867
B. S. Kipp
Justice of the Peace

Ira E. Leonard
Nathan Slavson
A. N. Davidson
Wm. Evans & John Ball

The State of Missouri to the Constable
of the Township of Valle, in the County of
Jefferson Greeting. You are hereby com-
manded to attach N. N. Davidson by
all and singular, his goods, chattels, money
effects, and credits or so much thereof
as shall be sufficient to satisfy the sum
of ninety dollars with interest and
costs of suit in whose hands or possession
the same may be found in your
County so that he be and appears before
me, B. S. Rippy a Justice of the Peace
within and for said Township and County
at my office in said Township on the
twenty-fifth day of May 1867 to answer
the Complaint of J. A. Edwards and
Nathan Slavovoy and that you sum-
mon the said N. N. Davidson to ap-
pear before me the said Justice at the
time and place aforesaid to answer
the action of the plaintiffs and also
that you summon as garnishes all
such persons found in your County
as may be directed by the plaintiffs
or their agents to appear before said
Justice at the time and place aforesaid
to answer such interrogatories as the
Justice may propound and have you
then and there. This writ
Witness my hand this 24th day of April
1867

B. S. Rippy
Justice of the Peace

Leone and
Davidson
copy

Attachment

At the request and
wish of the President
and his ~~executive~~
to execute and return
this writ

W. M. P. P.

Justice of the Peace

I hereby certify that I
devised the within writ of
Attachment by the said
for containing prayer and
copy to the said writ
and I have been sworn
Davidson as the object of the
from Mountain West. Co. and
20th February 1867 and by
2nd May 1867 and by
and Davidson -

J. H. Buckley

Deputy Sheriff

Ira E Leonard &
Nathan Sawron
Plaintiffs
Against
A. H. Davidson
Defendants

State of Missouri Jefferson County
In Justice Court before
J. S. Rappay
Justice of the Peace

It appearing to my
satisfaction by the affidavit of Ira Leonard &
from the nature of the property attached in
behalf of the plaintiffs in the above entitled
action that it will perish or depreciate in
value before the probable end of the suit
I therefore hereby order that ^{W. Washburn} D. W. Cady the
^{Constable of Valp Township} officer appointed by me to serve said writ of
attachment and who has the property in charge
to sell said property in the same manner
and on the same notice as goods are re-
quired to be sold on a fieri facias
This April 25th 1867

J. S. Rappay
Justice of the Peace

By virtue of the within order on the 6 day
 of May 4th 1864 I did sell as the property
 of the within. Named M. M. Davidson the
 following goods and chattels to wit

50 apple trees sold to Lea E. Leonardi Jar	2.30
50 " " " " " "	2.10
50 " " " " " "	2.15
50 " " " " " "	2.10
165 " " " " " "	5.00
40 Peach Trees	1.50
40 " " " " " "	1.65
37 Pear Trees	3.75
2 Plums and 2 quince	.55
20 pieces of Shrubs	1.15
4 Lot of Strawberries	.40
100 Concord Grapes	2.30
100 " " " " " "	2.10
650 " " " " at \$3.55 per 100	23.07
100 A.C. mark " "	1.00
62 Clinton " "	.65
50 Calawla " "	.50
36 Different varieties " "	1.00
120 Harten Virginia	6.25
Total	\$ 59.44

Rudolph Washburn Cash
 Feby 2nd 1865 of Vall Township

Received of M. M. Davidson
 the sum of \$59.44
 for the goods and chattels
 sold to him by order of the
 Court of Vall Township
 on the 6 day of May 1864

Ira E Leonard &
Nathan Slagorow
~~Plaintiffs~~
~~Defendants~~
against
A. N. Davidson
Defendant

State of Missouri Jefferson County

Before B. S. Rippy
Justice of the Peace

Ira Leonard one of the
above named plaintiffs, being duly sworn
deposes and says that the property seized by
virtue of the attachment in the above entitled
action now pending before this Court consists
of grape, roots, trees, shrubbery and flowers
and that it is of a perishable nature and
if allowed to remain in its present condition
until after the termination of this action
will be wholly valueless, and your affiant
asks that an order of this Court be made in
the premises by the Court directing the sale of
said property by the officer having the same
in charge as directed by Law -
Ira E Leonard

Subscribed & Sworn to
before me this 25th day of
April 1867

B. S. Rippy
Justice of the Peace

Abstract of Edinour
admiral's letter that
the date of it was the
11th attached by himself
and Johnston

SUBPOENA.

I presented this writ in
the Township of ^{VERSUS} Vals in
Jefferson Co Mo this
25 day of May A D 1864
by reading the same in
the presence and hearing
of ^{Justice} J. Scherman L. E.
Deek Allen Sainbridge
R. H. Hargreaves and T. P. Platt
the within named
Feb 25 R. Washburn
bars of Vals
Township

Saint Louis

De Soto Jeff Co.
June 14th / 64

Mr. C. F. Honey

Dear Sir

Enclosed please
find papers in case of Del Leonard &
Lawson vs N. N. Davidson appeal-
ed to your court.

Please send receipt for
same, ^{and} your ^{charges} fees for Docketing &c.
by next mail or at your earliest
opportunity to oblige

Yours &c.

J. D. Elder

Atty for Appellant.

Send your summons for appellees, &
I will serve, & return it, by mail. &c.

John E. Leonard
and Nathaniel Dawson

Plaintiffs }
N. N. Davidson } Before B. S. Rippy
Defendant } Justice of the Peace
for Jefferson County
Missouri -
Now comes Defendant

by his attorney and moves the Court to dismiss
the plaintiffs cause of action for the following
reasons to wit:

1st The action is commenced by attachment and
plaintiffs state that the cause of action is on
a demand due plaintiffs by a written contract
which plaintiffs state ~~was~~ made with defendant
through one Calvert Kerfoot and that said
contract is not filed here in Court before the
return day of the writ.

2nd Defendant states that the writ of Summons
and the writ of Attachment are wholly illegal
and void by reason of the same being issued
without the necessary and legal stamp of
the United States and which by law they are
required to place on said writs

3rd Defendant further states that the cause of
action alleged by plaintiffs to have accrued
on a written contract is not so specified
and that the same is improperly brought
before this Court. Defendant for the above reasons
asks to be dismissed with his costs
by W. B. Thompson his atty

Byron Prentiss

185 Oct 1

James H. Newton

@ Smith's

W. S. S. S. S.

Depot

W. S. S. S. S.

copy

Adel June 4th 1867

Affidavit

John S Leonard
vs Nathan Davidson

Plaintiff

N M Davidson

Defendant

Before B S Rippey a
Justice of the Peace in and
for the County of Jefferson
in the State of Missouri
This day personally appeared

before me B S Rippey a Justice of the Peace in and for the
County of Jefferson in the State of Missouri John S Elder
attorney for Defendant N M Davidson who being duly
sworn upon his oath, says that the application for an
appeal, in the above entitled case, is not made for
 vexation or delay but because he believes the appellant
is injured by the judgment of the Justice.

Sworn to and Subscribed
Before me this first day of June
May 1867

John S. Elder.

Att. for Deft.

B. S. Rippey
Justice of the Peace

Appeal Bond-

We the undersigned W B Thompson as
principal and John H Derby as surety
acknowledge ourselves indebted to John S Leonard and
Nathan Davidson in the sum of ~~Two~~ Hundred
and Seventy five (\$175⁰⁰) Dollars, to be paid upon
this condition: Whereas N M Davidson the above named

Defendant has appealed from the judgement of J. S. Roper a Justice of the Peace in an action between Geo S Leonard and Nathan Staddon Plaintiffs and N M Davidson Defendant; Now if, on such appeal the judgement of the Justice be affirmed, or if on the trial awarded by the Circuit Court of Jefferson County Missouri judgement be given against the appellant; and he shall satisfy such judgement or if the appeal shall be dismissed and he shall pay the judgement of the Justice together with the costs of appeal, this recognizance shall be void

Witness this 31st day of May
1867.

W B Thompson
John F. Darby

Seal
Seal
Seal
Seal
Seal
Seal

Justice of the Peace.

State of Missouri
County of St Louis

Be it remembered that on the 31st day of May A D 1867 Before me the undersigned a Notary Public within and for the County and State aforesaid came W B Thompson and John F Darby who having been by me duly sworn on their oaths depose and swear that they are the persons whose signatures are signed to the foregoing instrument of writing and and further that they signed the said bond for the purposes therein mentioned

In witness whereof I have hereunto set my hand and Seal this 31st day of May A D 1867

Wm W White
Not Pub
St Louis Mo



Filed June 14, 1867

Ira E Leonard } The affiants Ira E Leonard and Nathan Lawson
 Nathan Lawson } States that the Defendant N W Davidson is indebted
 18 } to them on Contract in the Sum of Twenty dollars and
 N W Davidson } further States the said defendant is not a resident
 of the State and asks that an attachment may issue to
 attach the goods of the defendant

Justices fees
 Docket & index 50
 Subpoena 35
 3 Oaths 10
 Attachment 75
 Bond & approving 50
 Statement & taking 50
 Affidavit & order 50
 3 Oaths 40
 Judgement 50
 100 Bond for appeal 50
 Transcript docket 75
 P. S. O. S.

The necessary Bond being given and approved an
 Attachment was issued and delivered to R. H. Cady
 acting Constable this 23rd day of April 1867

Constables fees
 Attachment 75
 Taking care of Prison 1.50
 100 good bonds 35
 Percent on Salaries 1.80
 5 witnesses 1.25
 5.65

April 25th 1867 it appearing to my Satisfaction by the
 affidavit of Ira E. Leonard and from the nature of the
 property attached in the behalf of the plaintiffs in the
 above entitled action that it will perish or depreciate
 in Value before the probable end of the Suit I therefore
 hereby order that R. Washburn Constable of Valle Town-
 Ship Sell Said property in the same manner and on the
 same Notice as good are required to be sold on a fiere
focues — Writ of Attachment returned Executed

Witness fees
 W. Sherman 50
 L. B. Beach 50
 W. Triplett 50
 H. Boroughs 50
 A. Bainbridge 50
 2.50

according to Law on this 25th day of May 1867
 And the parties in the above entitled Cause appeared
 in person or by their Agent and the proofs and allegations
 being heard the Justice adjudges the Defendant to pay to
 the Plaintiff Twenty Dollars as amount of debt on Contract
 and damages and twenty six dollars as cost of Suit
 and freight bill paid by Constable and that he have
 Execution there for

B. J. Reppy
 Justice of the Peace

State of Missouri } set
 County of Jefferson }

I B. J. Reppy a Justice of the Peace within and for Jefferson
 County do certify the foregoing to be a full true and complete
 transcript of the entries and proceedings in the case of Ira E.
 Leonard and Nathan Lawson Vs N W Davidson as the same
 are of record on my Docket and that the Papers

2/21/6

Manuscript from Robert

Leonard T.
Alarson
no
Davidson

Recd June 4th 1867
E. D. Hobbs

These to attached are all the original papers on

file in my office

Witness my hand this 10th day of June

1867

B. H. Hays

Quartermaster of the Piece

Case No. 8.

Leonard & Dawson. } In Jefferson
N. W. Davidson } County Circuit
Court to the
Wentworth & W. & W.

Now comes defendant
and moves the Court to dismiss the
plaintiff's action for the following
reasons -

That there is no statement of
the cause of action filed with the Justice
W B Thompson
Atty for Deft.

Case Nos

Howard LeBar

(2)

J McQuidner

Morton Stairing

Thompson
Pr. Left

Filed Dec 3-1889
C. A. Shawney Clerk

Circuit Court Jefferson County Mo.

Ira E. Leonard &

Nathan Starnes

Respondents

against

N. N. Davidson

Appellant

Motion now that a reinstatement

of case upon Calendar -

Now comes the respondents in the above entitled cause by Ira E. Leonard ^{one} of the parties thereto & moves the Court for a reversal of the judgment of said Court in the above cause and dismissing the same from the Calendar and a re-instatement of ^{the same} said cause upon the Calendar in this Court by reason of the following errors in dismissing said cause -

1 The Court erred in dismissing said cause from the Calendar and rendering a judgment of dismissal ^{against respondents} for ~~because~~ for the reasons mentioned in the motion to dismiss the same that there is no statement of the cause of action filed with the justice.

2nd That it was no ground for dismissal because there was no statement filed, it was only ground of continuance -

3 That when the case came to this Court it was the duty of this Court to disregard any error or defect or imperfection of the Justice -

I. E. Leonard

Atty in person

Lucius Lord
Jefferson County

For Edward &

Mathew Blawie
Shirley

Spent.

At A. Marcher

motion

Feb 27 1869

C. H. Dancy & Co

Circuit Court Jefferson County
Ira E. Leonard &
Nathan Starnon
Plaintiffs
against
R. H. Davidson
Defendant

Be it remembered that this cause coming
on to be heard at the November Term A.D. 1867
of the Circuit Court of Jefferson County upon
the following pleadings papers & proceedings
(Here insert transcript of Justice's docket
(Affidavit in attachment.)

[Contract upon which action was founded)
affidavit for appeal
Whereupon a motion was made by Defen-
dant's Attorney to dismiss said cause
on motion (here insert said motion)
& the order of the Court thereon -
Whereupon the Plaintiffs made a motion
for new trial & reinstatement of cause upon
Callender ^{as follows} here insert motion for new trial
and the order of the Court thereon -

J. H. Vail judge (Seal)

Reverend Friends
Jefferson County
Va Edward &
Matthew Leonard
Jr
of
Harrison

Filed Nov 16th 1849
E. Anthony Clerk

County Court Jefferson County

Ira E. Leonard &

Nathan Stinson

Plaintiffs

Against

A. A. Davidson

Defendant

Affidavit on appeal

Ira E. Leonard being duly sworn deposes and says that he is one of the parties to the above entitled action that he desires to appeal the above entitled cause to the Supreme Court, and that the appeal is not made for the purpose of vexation or delay, but because the affiant believes that the appellant is aggrieved by the judgment and decision of the Court in dismissing said cause—

Subscribed & Sworn
to before me this 16th day of

Nov 1867. Elias D. Money clerk

By C. D. Stinson Dep't

Lucius Hunt
Stephen Hunt

 "
J. Edmund &

Mathias Henson
J. H. H.

all

M. N. Davidson

 "

Off. sent in appeal

File for the year
E. H. H. H.

Circuit Court Jefferson County
Ira E Leonard &
Nathan Stawson
Plaintiffs
Against
N. N. Davidson
Defendant
Bonds on Appeal

Know all men by these presents that we Ira E. Leonard, as principal & John L. Thomas and J N Whitehead as sureties acknowledge ourselves indebted to N. N. Davidson in the sum of one hundred dollars to be void upon the condition whereas Ira E Leonard & Nathan Stawson have appealed from the judgment of the Circuit Court of Jefferson County in the above entitled action now if upon such appeal they shall pay the costs and damages that may be recovered in the Supreme Court upon the appeal against them, and shall prosecute said appeal with due diligence to a decision in the Supreme Court, and shall perform such judgment as shall be given by the Supreme Court, or such as the Supreme Court may direct the Circuit Court to give or if the judgment of such Court or any part thereof be affirmed that they will comply with & perform the same so far as it may be affirmed and will pay all damages & costs that may be awarded against the appellant by the Supreme Court. Thus this

recognition to be void otherwise to remain in full
force & effect.

Witness our hands & seals this 16th day of November
A.D. 1869

Ira E. Leonard (Seal)

John L. Thomas (Seal)

J. V. Whittemore (Seal)

Approved

J. H. Weil. Judge.

Deicent Court
Lefferson County

Ira E. Leonard &

Nathan Leonard

Appellants

v

A. A. Davidson

Respondent

"
Bond on Appeal

Dated Nov-16th 1869
E. Pickney Clerk

J. E. Leonard and N.
Lawson, Plaintiffs

v.
N. N. Davidson, Defendant

In the Jefferson
Circuit Court.

To the above named Plaintiffs -
You are hereby
notified that I shall apply to the Jefferson
Circuit Court at the next term thereof to
be begun and held at the Court house
in Jefferson County on the 10th day
of May 1869 and on the 3rd day of the
term thereof or as soon thereafter as
a hearing can be had for an order on
R. Washburn, Constable of Valley
Township in said County to pay over to
me the amount he has in his hands of
the money for which the fruit trees attach-
ed to this case sold for.

N. N. Davidson

By Thompson & Thomas attys.

Ed. Leonard et al
vs
A. A. Davidson
Notice
(Original)

The within Notice was served at Jefferson County Mo on the 3rd Day
of May a D 1869 by delivering a copy thereof to Geo E Leonard
Fred Quastmeyer Sheriff

fees. \$100

Served the within by delivering a copy thereof to the within
named A Lawson at Jefferson County Mo on 4th Day of
May a D 1869

Fred Quastmeyer Sheriff
per C. L. Foster

Special Deputy

Hawson Leonard

²
~~H. B. Thompson~~
A. N. Davidson

The Defendant moves this Court to make an order on R. Worthburn Constable of Valk Township in Jefferson Co. Mo. to pay to him the money he has in his hands on sale of personal property in this cause for the following reasons, viz:

1. Because said Cause has been dismissed.
 2. No appeal has been taken.
- Thomas for Defendant

Edward Lawrence

7

Mr. A. Lawrence

Notice for order
to pay on money

paid May 20 1885
Elias and Mary Clark
By J. H. Lawrence

Linney & Sons
Davidson,

In Circ.
Nov Term 1867,
Appealed to Dist Court,

Fee Bill

E. J. Honey 24 files @ 5 ^c , \$1.20 dock 10 ^c , Ind 15 ^c	1.45		
motion 20 ^c rule 20 ^c ord 20 ^c cert copy of ord on conch, 75 ^c	1.35		
Judgt 50 ^c Dismissal 35 ^c , Ind to Judgt, 10 ^c	95 ^c		
Ent Bill of Ex, 35 ^c ent appeal 35 ^c , order 20 ^c , affd 15 ^c	1.05		
Bond 50 ^c making cost 23 ^c , appr 10 ^c	85 ^c		
making transcript 3132 words & figures @ 15 per 100	4.70		
Certificate and seal to same,	50	10.95	
~~Copy of ord on conch~~ This fee bill costs,	1.00	11.85	
John Williams Sheriff calls 10 ^c	15 ^c		
serv ord on conch, 50	50	65	
B. S. Reppy Justice, docket & index 20 ^c Spw 35 ^c	55		
2 oaths 10 ^c attachmt 75 ^c Bond & approval 50 ^c	1.35		
statement & c. 50 ^c affd & order, 50 ^c 8 oaths 40 ^c	1.40		
Judgt 50 ^c Bond for appeal, 50 ^c Transcript Docket, 75 ^c	1.75	5.05	
Constable Fees, attachmt 75 ^c care of property \$1.50	2.25		
Selling goods on order, 35 ^c percent on sale & col, 180	2.15		
Subpoena 5 witnesses	1.25	5.65	
Witnesses			
W. Sherman 50 ^c , L. B. Beach 50 ^c , W. Triplett 50 ^c	1.50		
R. Burroughs 50 ^c & Bainbridge 50 ^c	1.00	2.50	
New trials, ———		24.10	
		6.80	
		\$32.40	