

Jefferson County Circuit Court
Case Files - Civil

Box 20 Folder 44

Nov 1867 - No. 21

McNulty, John -
Hughes, Richard

vs

The Jefferson County Agricultural +
Mechanical Association

Debt, note

Debt \$839.54 for work on the
building and grounds of defendant

839.32
 5-8.32
 889.531

As Sot Aug 3rd 187

889.324

889.324
 4.26
 5.26
 5.26
 5.26

Over before the trust of Doctor
 1867 the Jefferson County Agricultural
 & Mechanical Association promise to pay
 The Ashby & Stephens the sum of Eight hundred
 and thirty nine dollars & fifty four
 cents. This note is given subject to the
 condition of a receipt and contract with
 said The Ashby & Stephens bearing date
 herewith.

Wm. H. Brown
 Wm. A. Bennett Secy



John McNulty, and
Richard Hughes, partners
in trade under the name and
style of McNulty & Hughes, — Plaintiffs
Against
The Jefferson County Agricultural
and Mechanical Association, — Defendant
In the Circuit Court of
Jefferson County Missouri
Nov. ²^d Term 1867.

The Plaintiffs, John McNulty and Richard Hughes, who are partners in trade doing business under the name and style of McNulty & Hughes, state that the Defendant, which is an incorporated Company duly incorporated by law, by its Promissory Note, herewith filed, dated on the 3rd day of August 1867, made by D. W. Bryant, President of said Company and William S. Jewett Secretary thereof, for and on behalf of said Company as its legally authorized Agents, promised for value received, to pay Plaintiffs, the sum of Eight hundred and thirty nine dollars, and fifty four Cents, on or before the first day of October 1867, which sum of Money and the interest thereon are yet due the Plaintiffs, and for which they ask Judgment.

Abner Green
Attorney for Plaintiffs

De Soto Aug 3^d 1867

839. 84

On or before the first of October
1867 the Jefferson County Agricultural &
Mechanical Association promise to pay
McMully & Hughes the sum of Eight hundred
and thirty nine dollars & fifty four cents
This note is given subject to the conditions
of a receipt and contract with said
McMully & Hughes bearing even date herewith
50th Stamp Cancelled)

Dr Bryant Pres,
Wm L Jewett Secy

State of Missouri }
County of Jefferson } ss
I the undersigned clerk
of the Circuit Court within and for said
County do hereby certify that the above
and foregoing is a true complete & full copy of the
note of the Jefferson County Agricultural & Mechanical
Association to McMully & Hughes, and is the same
upon which McMully & Hughes, instituted suit in
said Circuit Court for collection, and is now
withdrawn by order of Court, upon said McMully
& Hughes leaving a certified copy in the papers of
said cause.

Witness my hand and the seal of said Court at in Term
Time May 13th 1868,

Chas J Honey Atk,
By J D Honey Depy

Price Oct 1848
of Denver 1848

#3 not by 1848

THE STATE OF MISSOURI, }
COUNTY OF JEFFERSON. } SS.

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson—Greeling:

We command you, that you summon *The Jefferson County
Agricultural and Mechanical Association*

*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 Sixth Monday after the
fourth Monday of September 1867 ~~next~~ then and there to answer unto
John McNulty and Richard Hughes,*

*upon their original petition, a copy whereof is hereunto annexed and
accompanies 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
Eighteenth day of *October* A.D. 1867

Elias F. Honey
Clerk Circuit Court.
By *C. D. Morine Deft*

No 121



JEFFERSON CIRCUIT COURT.

Nov 26/67

John McCully et al

= vs =

The Jefferson County
Agricultural and
Mechanical Association

628

original
John Williams
Sheriff fee \$2.00

I served the Within on the Jefferson County
agricultural and mechanical association on the
19th day of October 1867 By Delivering to D. W.
Bryant a true copy of this Writ and Petition and
By Delivering to W^m S. Jewett a true copy
of this Writ

John Williams
Sheriff

Leicester, County Jefferson County
John McArthur &

Richard D. Hughes

Plaintiffs

against

The Jefferson County Agricultural &
Mechanical Association

Defendants

The defendant in answer to the petition of the above named plaintiffs admits the making of the note mentioned in the petition of said plaintiffs -

And the defendant further answering says that said note was given to said plaintiffs upon the express promise and agreement on the part of said plaintiffs and formed a part of the consideration of said note to finish and complete the work upon the buildings and grounds of said defendants according to the terms and tenor of the Contract which said plaintiffs entered into with said defendants, which Contract is now in the possession of said plaintiffs and said defendant is unable to set the same out in this pleading, which agreement has not been fulfilled by said plaintiffs. That said buildings are not completed and have never been accepted by said defendant as was required to be done by said Contract, before it was agreed that said note should be paid. That the plaintiffs have left the buildings unfinished have not put the glass in the same or in any manner complied with said agreement above mentioned - Wherein the defendants claim an offset to said note in the sum of three hundred dollars -

The defendant further answering says that

at the time said note was given by said defendants to said plaintiffs it was agreed in writing and constituted a part of the consideration of said note by and between the plaintiffs & defendants that before said note should be paid the said plaintiffs should procure all the bills for lumber and material used for said defendants, and all labor and service done on the grounds & property of said defendants by reason of which any person or persons might have a right to file a lien against the property of said defendants, for materials furnished to plaintiffs therefor and present the same to said defendants receipted therefor or indemnify the said defendant against any lien which might be put thereon by reason of work or material as aforesaid, which the said plaintiffs have failed to do. and said note is not due and payable by reason of said contract -

Wherefore the defendants demand judgment for the costs & disbursements of this action.

For Edward

Sept Atty -

Society Secured
Lefferson County

John M. Smith &
Westward 14th Street
Philadelphia

General
The Jefferson County
Cynical & Mechanical
Society, Lefferson County

Answer

Mr. Edmund
Lefferson County

Philadelphia 4th May
C. H. M. M. M.

John Mc Nutty &
Richarda Hughes, partners
under the name of Mc Nutty
and Hughes, — Plaintiffs
Against
The Jefferson County Agricultural
& Mechanical Association, — Defendant,
In the Circuit Court
Jefferson County Mo,
Nov. Term 1867.

The Plaintiffs for Replication to Defendant's Answer admit that said Note sued on was given ^{in part} for work done upon the buildings and grounds of Defendant according to a certain Contract between Plaintiffs & Defendant, and which Contract Plaintiffs here produce in Court, But Plaintiffs deny the allegation in said Answer, that they have not completed said work according to said Contract, But Plaintiffs aver that said buildings have been fully completed, and all the work contracted by Plaintiffs to do for Defendant, and that the same has been accepted by Defendant, — and Plaintiffs deny that they have left any part of said work unfinished, Plaintiffs therefore say that they have fully complied with their said Contract, — And Plaintiffs deny that Defen-

ants are entitled to three hundred dollars, or any sum whatever, for any unfinished work on said Contract, by way of offset, -

And Plaintiffs deny, that by the terms of said Contract, they were to advance all the bills for lumber & materials, used on the work of Defendant, & for all work done for them. - But, Plaintiffs were by said written Contract to furnish lumber and materials for said work, & to receive two thousand dollars for the same ^{and their own work} - and they say, that since said work has been completed, the Defendant assumed to pay some 800 dollars for Plaintiffs for lumber & materials used on said work, and for which sum Plaintiffs gave Defendant credit on said written Contract, - and thereupon the Defendant gave the Note sued on, & which remains altogether unpaid, - And Plaintiffs aver that Defendant has assumed to pay for Plaintiff whatever remains unpaid to ~~the~~ other laborers, & for lumber & materials, - & that Defendant has been Credited for the same, And Plaintiffs say that said Note and the interest thereon yet remain unpaid, and for which they ask judgment as in their original petition,

3
3 Attorney for Plaintiffs
Abner Green

In Circuit Court
Jefferson County

J. McKeith & Wush

^{vs.}
Joffe, Co, Agricultural
Mach, association

Replevition
of Joffe.

Filed Nov 14 1887
E. A. H. H. H. H.

Monthly charges

July, Nov 27 1868, 1898.31

Post Expditure

6 07 20

Money Expd. copy put, 25 00 50 files 15 clock 10

1.00

and 20 35 Rep 20 default, 35 July, 30 and 20

1.80

with expd 1.00 each 25 10 10 and 25

1.80
4.68

copy of another certificate

1.75
5.35

for William's gift was Sept 12 00

Cable

1.15

2.13