

Jefferson County Circuit Court
Case Files - Civil

November 1867

Box 20 Folder 63

Slevin, Bernard

Slevin, John F.

Cain, Joseph

Slevin, Edward P

B. + J. F. Slevin + Co.

vs.

Reppg, Hamilton S.

Debt, note

Debt \$493.81; stock of goods in store
in DeSoto attached; bill of exceptions;
Supreme Court

Vol 1 Circuit Court Jefferson County

Bernard Stearns
John F. Stearns
Joseph Cairn &
Edward P. Stearns
Plaintiffs

Against
Hamilton S. Reppy
Defendants

The petition of the above named plaintiffs respectfully shows to this Court that they are partners in trade in the City of St. Louis, Mo. under name and style of B & J. F. Stearns & Co. that during the year one thousand eight hundred and sixty six the above named defendant was a Merchant doing business in the village of Le Soto Jefferson County aforesaid and conducted his business under the style of H. S. Reppy and that the business of the said defendant was managed and controlled by the assent and authority of the above named defendant by B. S. Reppy the brother of said defendant who was authorized to act for and on behalf of the said defendant in all matters pertaining to said trade to contract debts and to be contracted with for the said defendant to sign notes and obligations in the name of said defendant and to do everything necessary

to be done in conducting said trade the same as though managed personally by said defendant.

3 And the plaintiffs further state that the defendant H. S. Rippy ^{through the said B. S. Rippy} purchased of and from them during the year aforesaid to wit 1866. large bills of goods amounting to several hundred dollars and that on the first day of January A.D. 1867 the said Hamilton S. Rippy defendant. aforesaid through the said B. S. Rippy his authorized agent and manager made and executed his promissory note to settle and close the accounts between the said plaintiffs and said defendant. up to the said
4 first day of January A.D. 1867. which said promissory note was in words and figures following to wit:

" \$493⁸¹/₁₀₀ St Louis January 1st 1867

" One day after date I the undersigned H. S. Rippy
" of St. Louis County of Jefferson State of Missouri promise
" to pay B. & J. S. Levin Sec. Four hundred and
" ninety three ⁸¹/₁₀₀ dollars. value received negotiable
" and payable without defalcation or discount
" with interest from maturity at the rate of two
" per cent per annum
" (Stamp) (Signed) H. S. Rippy "

5 And the plaintiffs further allege that there is due them upon said note the sum of four hundred and ninety three

dollar and eighty one cents besides the interest thereon from the 2nd day of January A.D. 1867. at the rate of two per cent per annum

Wherefore the plaintiffs claim judgment against said defendant for said sum of four hundred and ninety three dollars and 81 cents with interest thereon from the 2nd day of January A.D. 1867 at the rate of two per cent per annum besides the costs and disbursements of this action.

Ira Leonard
Plffs Atty.

Lewis Lewis
 Jefferson Lewis

Leonard Lewis
 Arthur Lewis
 Joseph Lewis &
 Edward Lewis
 Lewis

Francis Lewis
 Hamilton & Lewis
 Legendant

Lewis
 Lewis

Lewis Lewis
 Lewis Lewis

Lewis Lewis 23 1867
 Lewis Lewis
 Lewis Lewis
 Lewis Lewis

Copy sent - 5-0
 will attach 1. 1-0
 Lewis Lewis
 Lewis Lewis
 Lewis Lewis
 Lewis Lewis

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

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson—Greeting:

We command you, that you summon *Hamilton S*
Reppes

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* next, then and there to answer unto
B. & J. J. Stevens & Co.

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

23rd day of *July* A. D. 1867

Elias F. Honey
Clerk Circuit Court.
By J. W. Horine Secy

3030
No 701 No 4

TO

JEFFERSON CIRCUIT COURT.

McIntosh Term, 1867

vs J. F. Lewis & Co

vs Attachment

H. S. Reppy

July 18 1867

(Original)

Sent to 23rd July
John Willenry
Sherriff fee \$1.00

I executed the within writ by delivering the Defendant
H. S. Reppy with a copy of the within Petition and writ and
by attaching the goods named in the within Inventory
on the 23rd day of July 1867.

John Willenry
Sherriff



Circuit Court Jefferson County Mo.

Bernard Stevin

John F. Stevin

Joseph Cairns

Edward P. Stevin

Plaintiffs

Against
Hamilton S. Reppsy
Defendant

State of Missouri }
County of Jefferson } S.S.

This day personally appeared before me Ira E. Leonard a Notary public duly commissioned and qualified within and for the County of Jefferson aforesaid, James E. McFaul and deposes and says that he is the Agent of the above named plaintiffs and that he is fully acquainted with all the facts & circumstances connected with the said plaintiffs claim against the above named defendant, and that the reason this deponent makes this affidavit is because the plaintiffs are absent from this County, and that he is duly authorized by the said plaintiffs to transact this business and any other business in their behalf.

And the deponent says that the plaintiffs Bernard Stevin John F. Stevin Joseph Cairns & Edward P. Stevin have a just demand against Hamilton S. Reppsy the defendant, and that the amount which the affiant believes the plaintiffs ought to recover after allowing all just credits

and set off. is five hundred and
twenty dollars and ninety five cents
now due and that he has good reason
to believe and does believe that the
defendant has fraudulently conveyed
or assigned his property or effects so as
to hinder or delay his creditors.

Subscribed and sworn James E. McFaul
to before me this 22nd day

of July A.D. 1867

W. E. Leonard

Notary Public

Jefferson County

Missouri



Concise Court

Jefferson County

Demmond J. Lewis

John J. Lewis

George Lewis &

Edward J. Lewis

Parents

Against

Hammond J. Lewis

Defendant

11

Affidavit for

Attachment

~~Filed and returned~~

Filed July, 23rd 1867

Wm. J. Lewis Clerk

By, Wm. J. Lewis Deft

Quart Court Jefferson County

Bernard Slavin

John F. Slavin

Joseph Cain &

Edward P. Slavin

Plaintiffs

Bond in
Attachment

Against
Hamilton S. Kippsey
Defendants

We Bernard Slavin, John F. Slavin
Joseph Cain and Edward P. Slavin
as principal and Louis F. Rankin
of the State of Jefferson County as security
have and stand indebted to the State of
Missouri in the sum of one thousand and
fifty dollars upon this condition that the
plaintiffs in the above entitled cause
Bernard Slavin John F. Slavin Joseph
Cain & Edward P. Slavin shall prose-
cute their action without delay and with
effect. refund all sums of money that may
be ~~adjudged~~ adjudged to be refunded to the de-
fendant, Hamilton S. Kippsey or
found to have been received by the plain-
tiffs and not justly due to them and
pay all damages and 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.

Bernard Slavin *Seal*
John F. Slavin *Seal*



Joseph Cair
Edward P. Stevin
L. J. Newlin



2073
Lewish Lewis
Jefferson County

Edward Lewis
John J. Lewis
Joseph Lewis &
Edward J. Lewis
Lewis

Against
Hamilton J. Lewis
Defendants

"
Bond in
Attachment

Filed and approved
July 23^d 1867
C. A. J. J. J.
By the same Clerk

State of Missouri }
County of Jefferson }

The State of Missouri
To the Sheriff of Jefferson County Greeting
We command you to attach Hamilton S
Reppy by all and singular his lands
and tenements goods chattles rights moneys credits
evidence of debts and effects or so much thereof as
shall be sufficient to satisfy the sum of Four
Hundred and ninety three

Dollars and 81 cents with interest and costs
in whose paper in power the same may be found in
your County and that you summon the said
Hamilton S Reppy that he be
and appear before our Circuit Court of the County
of Jefferson on the first day of next term thereof to be
holden at the Court House in Hillsboro in the said
County of Jefferson on the first Monday after the
fourth Monday of September then and there
to answer the petition of B. & J. Slevin & Co

Wherein they
ask judgment for Four Hundred and ninety
three ^{dollars} and Eighty one cents

And that you summon all other persons that you shall
find in the possession of goods moneys or effects of the
Defendant not actually seized by you and all
debtors of the Defendant and such other persons as
the plaintiff or his attorney shall direct as garnishers
do and appear before our said court at the time

and place aforesaid there and there to answer to
such ~~answers~~ allegations and interrogatories as may
be exhibited against them: and Have you then
and thus this writ.

 (Witness Elias J. Honey, Clerk of
our Circuit Court with the seal
thereof hereunto affixed at Office
in Hillsboro this 23rd ~~day~~
day of July. A.D. 1867)

Elias J. Honey, Clerk
By C. The Home Dept

Inventory of Stock at Store of H. S. Reppy
De Soto Mo. Taken July 23rd 1867.

14	pair	Boots	@ 4.75	66 50
10	"	do	4.00	40 00
18	"	do	4.00	72 00
5	"	do	5.00	25 00
13	"	Boys do	1.40	18 20
5	"	Shoes	2.00	10 00
9	"	do	2.75	24 75
7	"	do	3.00	21 00
3	"	Kid Gaiters	3.00	9 00
6	"	do	2.00	12 00
9	"	Shoes	1.75	15 75
8	"	Slippers	1.40	11 20
8	"	Fur Tops	3.00	24 00
2	"	Boots	6.00	12 00
7	"	Brogans	2.00	14 00
11	"	Shoes	1.85	20 35
6	"	Brogans,	2.00	12 00
10	"	Sundry Shoes	1.50	15 00
6	"	do do	1.40	8 40
9	"	Brogans	2.00	18 00
10	"	Sundry Shoes	1.50	15 00
4	"	Shoes	1.40	5 60
				\$469.75

Amt brot forward —			\$469 75
12	small hats	1.00	12 00
2	mens hats	2.50	5 00
5	Boys do	.85	4 25
3	mens stiff brim	2.75	8 25
6	mens wool	1.15	6 90
3	Fur caps	3.50	10 50
1	do		3 50
10	Wool hats	1.00	10 00
2	stiff brim	2.50	5 00
5	hats sundary,		10 00
3	Coats		33 00
2	do		18 00
3 ³ / ₄	bundle cotton yarn	2.25	12 93
8	Straw hats	1.00	8 00
5	do	1.75	8 75
9	Boys hats	.75	6 75
3	Coats	5.00	15 00
2	Vests	2.00	4 00
10	Boxes		5 00
3	Undershirts	1.40	4 20
3	Worsted Coats	2.00	6 00
8 pr	Drawers	1.00	8 00
2	Velvet Vests	2.50	5 00
3	Jeans Panto	2.75	8 25
5 pr.	Pants		20 00
1	" do		3 50
1	" do		4 00
3	" do	3.33	10 00
5	Balmorals		10 00

\$737 53

amt brot. forward		\$737.53
8 Shirts	1.75	14 00
25 yds Crash	16 ² / ₃ ¢	4 17
25 " Poplin	25¢	6 25
8 pr Buckle Shoes	1.75	14 00
1 " Brogans		2 00
3 " Slippers	1.30	3 90
6 " Sundry Shoes	1.50	9 00
6 " do do	1.00	6 00
2 " Mens Gaiters		5 00
		\$801.85

32 yds Hickory	@ 15¢	4 80
14 " do	@ 15¢	2 10
55 " Blue Check Shirting	@ 30¢	16 50
56 " Blue drilling	@ 32¢	17 92
8 ¹ / ₂ " Red Ticking	@ 40¢	3 40
12 " Blue Check Shirting	@ 30¢	3 60
8 ¹ / ₂ " Hickory	@ 15¢	1 27 ¹ / ₂
19 " Schambr Lawn	45¢	9 55
2 Linen coats	@ 2 ²⁵ / ₁₀₀	4 50
3 yds Wool Delaine	@ 15¢	45
4 " do do	@ 15¢	60
2 ¹ / ₂ " do do	@ 15¢	37 ¹ / ₂
12 " do do	@ 30¢	3 60
6 " do do	30¢	1 80
6 " do do	30¢	1 80
39 " Worsted	30¢	11 70
18 " Wool Delaine	50¢	9 00
		\$92.77

Brot	forward	\$894.60
10 yds	Lawn @ 30¢	3.00
6 "	do " 30¢	1.80
26 "	Bleach " 20¢	5.20
7 "	do " 20¢	1.40
32 "	Black " 20¢	6.40
31 "	do " 33¢	
		<u>10.85-</u>
		\$933.25-

B. J. F. Stevin Neo	} In the Jefferson Circuit Court
27	
H. S. Reppy	
	} Court.

Now at this day comes said Defendant & moves the Court demurs to the petition of the Plaintiffs heretofore filed in this behalf for the following reasons.

1. The note upon which this suit is founded is not filed with said petition.

2. The petition shows that H. S. Reppy the deft did not execute the note sued on & also that it is not executed by an agent - but it appears from the facts stated in said petition the signature of H. S. Reppy to said note is a forgery.

Green & Thomas
 Attys for Defendant.

Henry & Co

By

H. J. Reilly

Annex -

Recd. Nov 3rd 1867

Miss J. Henry ~~Reilly~~ Clerk

Bernard Slavin,	}	In the Circuit Court of Jef- ferson County
John F. Slavin,		
Joseph Cain and		
Edward P. Slavin, - Plaintiffs		
Against		
Hamilton S. Rapp, - Defendant		

Hamilton S. Rapp, the Defendant,
Comes, and for plea in the nature of a plea
in abatement, denies the truth of the facts
alleged in the affidavit of Plaintiffs, on which
the attachment in the above cause was sued
out, - and denies that, said Defendant, had
at the commencement of said suit, or has
at any time fraudulently conveyed or assigned
his property or effects, so as to hinder or delay
his creditors,

Subscribed & sworn to *H. S. Rapp*
before me this 10th day of Nov 1867
Alvin D. Honey clerk of Ct.
By *C. D. Hume* Deft

Prof. H. H. H. H.

1877-78

John H. H. H.

John H. H. H.

and

RECEIVED
BY
N. N.

\$ 149 3 25

St. Louis, Missouri, January 1st 1864.

Dear Sir,

after date, We the undersigned,

W. S. Apple of De Soto County of Arkansas

State of Mo. promise to pay to the order of B. & J. F. SLEVIN & CO.

Four hundred & ninety three 31 Dollars,

The value received, negotiable and payable without deduction or discount, at

with interest from maturity at the rate of ten per cent.

per annum.

No. Due,

R. & T. A. Smith, Printers, 118 Olive st.

W. S. Apple



In Circuit Court Jefferson County

Bernard Slevin

John L. Slevin

Joseph Carr &

Edward P. Slevin

Plaintiffs

against
Hamilton S. Rippy

Defendant

Amended Petition

The petition of the above named plaintiff respectfully shows to this Court that they are partners in trade in the City of St Louis, Missouri under the name and style of B & J. L. Slevin & Co. that during the year one thousand eight hundred and sixty six the above named defendant was a Merchant doing business in the village of Le Soto Jefferson County aforesaid and conducted his business under the style of H. S. Rippy and that the business of the said defendant was managed and controlled by the assent and authority of the above named defendant by B. S. Rippy the brother of said defendant who acted as the Agent of the said defendant and was authorized to act for and on behalf of the said defendant in all matters pertaining to said trade, to contract debts and to be contracted with for the said defendant to sign notes and obligations in the name

of said defendant and to do everything necessary to be done in conducting said trade the same as though managed personally by said defendant.

And the plaintiffs further state that the defendant H. S. Rippey through the said B. S. Rippey as his Agent purchased of and from them during the year aforesaid to wit: 1866 large bills of goods amounting to several hundred dollars and that on the first day of January A.D. 1867 the said Hamilton S. Rippey defendant, aforesaid through the said B. S. Rippey his authorized Agent as aforesaid made and executed his promissory note to settle and close up the accounts between the said plaintiff and the said defendant up to the said first day of January A.D. 1867 which said promissory note was in words & figures following to wit:

"493,86 St Louis January 1st 1867.

"One day after date ^{my} the undersigned H. S. Rippey

"of the State Locality of Jefferson State of Missouri

"promise to pay ^{to the order of} B. S. J. J. & Lewis Sec. four

"hundred and ninety three ~~dollars~~ & 8/100 dollars

"^{for} value received negotiable and payable without

"detractation or discount with interest from

"maturity at the rate of ten per cent per

"annum.

(Stamp) (Signed) H. S. Rippey"

which promissory note is herewith filed
And the plaintiffs further say there is due
them upon said note the sum of four hun-
dred and ninety three dollars and eighty
one cents besides the interest thereon from
the second day of January A.D. 1867 at the rate
of ten per cent per annum

Wherefore the plaintiffs claim judgment
against said defendant for said sum of four
hundred and ninety three dollars and eighty
one cents with interest thereon from the second
day of January A.D. 1867 at the rate of ten
per cent per annum besides the costs &
disbursements of this action

Isa E Leonard

Plffs atty

Mr Everett Court

J. J. Sullivan

J. J. Sullivan

Mr. Carr & Co. Boston

myself

H. S. Thompson

deputy

~~~~~

Concord petition

Filed May 12<sup>th</sup> 1869

E. A. Hemenway

for the County

COUNTY OF JEFFERSON.

The State of Missouri,

To *J. S. Ruppel* -

YOU ARE HEREBY COMMANDED, That setting aside all manner of excuse and delay, you appear

before our Circuit Court for the County aforesaid, on the

*1869*

at Hillsboro, then and there to testify, and the truth to say in a certain

matter of controversy, now pending in our said Court, wherein

*is*

*Wm. J. D. D. D.*

Plaintiff, and

*H. S. Ruppel*

Defendant, on the part of

*Plt*

fail.

and herein you are in no wise to

Witness, ELIAS F. HONEY, Clerk of our said

Court, with the seal thereof hereto affixed, at office

this *13th* day of *May* A. D. 1869

*Elias F. Honey* Clerk.

*By J. H. D. D.*

State of Missouri }  
Jeff. County, } I hereby certify that Observed the  
within, in the said, B. S. Reppert, in Jeff. Co. Mo., by reading  
the same to him in the 13<sup>th</sup> day of May 1869

per 50

Jared L. Leitch Sheriff  
By Thos. H. Mammelin dpy.

## SUBPOENA.

To Jefferson Circuit Court.

May

Term, 1869

Stevins

vs

H. S. Reppert

To B. S. Reppert

sheriff fee 50 cts

COUNTY OF JEFFERSON,

The State of Missouri,

To

*J. A. Roper*

YOU ARE HEREBY COMMANDED, That setting aside all manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the

*Seventh*

at Hillsboro, then and there to testify, and the truth to say in a certain

matter of controversy, now pending in our said Court, wherein,

*By J. A. Roper*

Plaintiff, and

*A. A. Roper*

Defendant, on the part of

and herein you are in no wise to

fail.

Witness, ELIAS F. HONEY, Clerk of our said

Court, with the seal thereof hereto affixed, at office

this 16<sup>th</sup> day of June, A. D. 1869

Clerk.

*Elias F. Honey*

*J. A. Roper*

Served the within Subpoena this 17 day of November 1884  
by reading the same to the within named B. S. Peppery  
in his hearing and presence at Jefferson County Mo

Fred Luth Term of or Sheriff  
By Fred Vollmark

fees 50 cts

Deputy

# SUBPOENA

To Jefferson Circuit Court.

B. S. Peppery

vs. B. S. Peppery

for 50 cts.

B. S. Peppery

Served on the 17<sup>th</sup>

COUNTY OF JEFFERSON,

The State of Missouri,

To

*W & R K & P*

YOU ARE HEREBY COMMANDED, That setting aside all manner of excuse and delay, you appear

before our Circuit Court, for the County aforesaid, on the

*fourth*

at Hillsboro, then and there to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein

*13<sup>th</sup> of June*

Plaintiff, and

*W & R K & P*

Defendant, on the part of

*against*

and herein you are in

no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said

Court, with the seal thereof hereto affixed, at office,

this 4<sup>th</sup> day of February A. D. 1880

*Elias F. Honey* Clerk,

*By J. H. Adams*



COUNTY OF JEFFERSON,

The State of Missouri.

To

*John M. Smith*

You are Hereby Commanded, That setting aside all manner of excuse and delay,

you appear before our Circuit Court for the County aforesaid, on the

*March*

*1870*

*at Hillsboro,*

then and there to testify, and the truth

to say in a certain matter of controversy, now pending in our said Court, wherein

*Cha. J. Stinson*

Plaintiff, and

*J. H. M. Smith*

Defendant, on the part of

*Self*

and herein

you are in no wise to fail.

WITNESS, Elias F. Honey, Clerk of our said Court, with

the seal thereof hereof affixed, at office, this

*22*

day of

*July*

*A. D. 1870*

*E. F. Honey*

Clerk.

March 7. 1860

Vernard  
no  
Miller

for Sept

Mr Miller Nov Est

Smith Nov Est

The within named Miller and Smith cannot  
be found in my County

dees \$1000

Fred Lach Lemayor Shinn  
By Fred Vallman at

Sept 1860

COUNTY OF JEFFERSON,

The State of Missouri.

TO

*John H. Vinyard & Co. Lawyers. At St. Louis*

*Quentin Shanks & George Smith the Plaintiffs*

*vs. Defendants,*

You are Hereby Commanded, That setting aside all manner of excuse and delay,

you appear before our Circuit Court for the County aforesaid, on the

*Seventh*

*March 1870*

at Hillsboro, then and there to testify, and the truth

to say in a certain matter of controversy, now pending in our said Court, wherein

*Charles Vinyard*

Plaintiff, and

*J. H. Miller*

Defendant, on the part of

*Plaintiffs*

and herein

you are in no wise to fail.

WITNESS, Elias F. Honey, Clerk of our said Court, with

the seal thereof hereto affixed, at office, this

*22<sup>nd</sup>*

day of

*July*

*A. D. 1870*

*Elias F. Honey* Clerk.

*By J. H. Honey*

March Term 1870  
3052

Charles Vinyard  
vs  
J R Miller

Wits for Plt.

<sup>Served</sup>  
John C Vinyard At  
Lucky X C H Bissett X  
Austin Stroup X  
George Flinch X

Served the within subpoena this 5<sup>th</sup> day of March  
1870 by reading the same to the within named John C Vinyard  
and A. J. Lucky and C. H. Bissett and Austin Stroup and  
George Flinch in their hearing and presence at Jefferson  
County Ore

Dees \$ 2,50

Frederick Luchtemeyer sheriff  
By Fred Valenaut

Deputy

|                                    |                                      |
|------------------------------------|--------------------------------------|
| Bernhard S. Shwin & Co. Plaintiffs | } In the Jefferson<br>Circuit Court. |
| or                                 |                                      |
| Hamilton S. Rippey<br>Defendant    |                                      |

Now at this day comes said Defendant and for answer to the petition heretofore filed in this behalf on the 12<sup>th</sup> day of May 1869 ~~admits~~ denies that in the year 1866 he was a merchant in the Town of Desoto Jefferson Co. Mo. or that he conducted any business as a merchant ~~or otherwise~~ under the style of H. S. Rippey or that his business was managed or controlled by one B. S. Rippey by Defendant's consent or authority. He denies that said B. S. Rippey acted as the agent of Defendant or was authorized to act for and on behalf of the said Defendant in all matters or any portion of the matters pertaining to such alleged trade. or that he had the authority from Defendant to contract debts or be contracted with for Defendant, or to sign notes or obligations in the name of Defendant, or to do every thing necessary to carry on such alleged trade.

Defendant ~~over that in the~~ ~~and the beginning~~ denies that he through the said B. S. Rippey or his agent or otherwise purchased of and

from Plaintiffs during the year 1866 large bills of goods amounting to several hundred dollars or any sum whatever. He denies that on the first day of January 1867 or at any other time he through said B. S. Reppy as his agent or otherwise made or accepted his promissory note to settle and close up the accounts between the Plaintiffs and this Defendant or for any other purpose. He denies that he accepted the note sued by his agent or otherwise.

Defendant for further answer states that in 1866 the said B. S. Reppy carried on the mercantile business at De Soto under the style and name of H. S. Reppy in order to increase his business: that Plaintiffs well knew all the time that said business was carried on by said B. S. Reppy for his own private benefit and that if he said B. S. Reppy bought any goods of Plaintiffs in 1866 he bought them for his own special use and Plaintiffs gave him credit therefor individually.

Defendant states that <sup>he</sup> expressly prohibited ~~the~~ and forbid the said B. S. Reppy from using his (Defendant's) name in the purchase of goods or in giving notes and that ~~he informed~~ <sup>before the date of said note</sup> Plaintiffs that said B. S. Reppy had no authority from him to contract debts or sign notes.

in his name as he was not the party interested  
and would not be responsible for the payment  
of debts contracted by said B. J. Reppy.  
Defendant positively denies that said B. J.  
Reppy had any authority from him either  
oral or written to contract debts in his name  
or sign his name to any note or obligation  
whatever and states that if said B. J. Reppy  
did sign his, Defendant's, name to the note  
sued on it was done not only without author-  
ity but directly contrary to an express prohibition  
not to sign any note whatever in Defendant's  
name.

Green & Thomas

for Defendant.

B. J. Lewis & Co

n

Wm. J. Keppel

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Witness of Defendants

Filed July 25<sup>th</sup> 1830

E. D. Henry etc

B. S. and F. J. Stevin Dec. Plaintiffs } In the Jefferson  
 2, } Circuit Court.  
 Hamilton S. Reppy, Defendant } Feb Term 1870.

Now at this day comes said Defendant and for answer to the Petition of the Plaintiffs herein <sup>he</sup> denies that during the year 1866, <sup>he</sup> was a merchant in the Town of De Soto, Jefferson Co. Mo. or that he conducted any business as a merchant during that time or any other business under the style of H. S. Reppy, or that the business of said Defendant was managed <sup>or controlled</sup> by ~~one~~ B. S. Reppy by his agent and authority by B. S. Reppy, the brother of Defendant. He denies that said B. S. Reppy was authorized by Defendant to act for him and on his behalf in all matters pertaining to said Trade, or to contract debts or he contracted with for the said Defendant or to sign notes and obligations in the name of Defendant or to do any thing else necessary to carry on said Trade the same as tho' managed personally by Defendant.

Defendant denies that he through the said B. S. Reppy or his agent or otherwise purchased of and from Plaintiffs in 1866 or at any other time large bills of goods amounting to several hundred dollars, or any less sum or that on the first day of January A.D. 1867

or at any other time he through the said B. S. Reppy as his agent or otherwise made or executed the note made or to make said and close up the accounts between him and plaintiffs

Defendant for further answer to the said petition states that in 1866 and the beginning of the year 1867 the said B. S. Reppy was the owner of a store in the said town of DeSoto but being a brother of Defendant he used the name of "H. S. Reppy" as the ostensible owner of said store: that Plaintiffs well knew that said B. S. Reppy was the owner of said store and that Defendant had no interest in the same and if any goods were sold at all by Plaintiffs to be used in said store they were sold to said B. S. Reppy personally by Plaintiffs, they giving said B. S. Reppy credit for the same in fact. This Defendant states that at all times he directed the said B. S. Reppy not to use his name in making any verbal or written contracts for the purchase of goods for said store and most positively refused to let him said B. S. Reppy use his name in the transaction of said business, all of which was well known to Plaintiffs. Defendant most positively denies that said note was signed by him or

by B. S. Reppy as his agent or by his consent  
or authority either then given or given at  
any other time.

Wherefore Defendant says he does not own  
Plaintiff the amount of said note or any  
portion thereof and having full payment  
prop to be charged.

Green & Thomas

Attys for Defendant.

Alvin Lee

2

West. Reply

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Answer of Self.

B & J. F. Stevin & Co. } In the Circuit Court  
vs } of Jefferson County,  
Hamilton S. Reppy } State of Missouri.

The Plaintiffs for reply to the answer of said defendant, Hamilton S. Reppy, denies that in 1866 the said B.S. Reppy carried on the mercantile business at Desota under the style and name of H.S. Reppy in order to increase his business, and denies that plaintiffs well knew all the time that said business was carried on by said B.S. Reppy for his own private benefit and denies that said B.S. Reppy bought the goods as alleged in the petition, or any goods from plaintiffs, in 1866, for his own special use and denies that plaintiffs gave him credit therefor individually, but on the contrary plaintiffs aver that that said B.S. Reppy acted all the while as the agent of Hamilton S. Reppy.

Plaintiffs deny that defendant expressly or in any other manner prohibited and forbid the said B.S. Reppy from using his (defendant's) name in the purchase of goods or giving notes and deny that they (plaintiffs) knew before

# 84

B & S. H. Stearns & Co.

vs

Hamilton S. Reppy.

Replication.

Filed March 8<sup>th</sup> 1870  
E. H. Hony & Co

the date aforesaid note that said B.S. Reppy  
had no authority from him (defendant)  
to contract debts or sign notes in his  
name and that defendant would not be  
responsible for the payments of debts con-  
tracted by said B.S. Reppy, but plaintiffs  
allege and aver the contrary thereof to  
be the fact.

Wherefore plaintiffs ask judgment  
as prayed for in their amended petition.

Brown & Quincy  
Attys for plffs

**The State of Missouri,**  
**COUNTY OF JEFFERSON.**

*To John J. Pridel and James Washburn & Co*  
*(et al de feta)*

*You are Herby Commanded, That setting aside all manner of excuse and delay, you appear before our Circuit Court, for the County aforesaid, on the 9<sup>th</sup> day of March A.D. 1870 -*  
*at Hillsboro, then and there to testify and the truth to say in a certain matter of controversy, now pending in our said Court, wherein*  
*Robert H. Heminway*

*Plaintiffs, and A. C. Hedgcock*

*Defendant, on the part of*  
*Plaintiffs*  
*; and herein you are in no wise to fail.*

*Witness, ELIAS F. HONEY, Clerk of our said Court, with the seal thereof hereto affixed, at office, this*  
*March*  
*A. D. 1870*  
*Eighth*  
*day of*

*Elias F. Honey*  
*of Hillsboro*  
Clerk.

# SUBPOENA

RETURNABLE TO  
JEFFERSON CIRCUIT COURT.

Term, 18

Geo. Rappley  
Slavin  
vs  
Rappley

Served by riding on the 9<sup>th</sup> day of March a 1890 at Jefferson  
Mo to the within named Geo and James Washburn &  
Jas Rappley or Sheriff.  
by Fred Waldmarch

for 100

Deputy

**The State of Missouri,**  
**COUNTY OF JEFFERSON.**

**To** *William Phelps & Phelps*

You are Herely Commanded, That setting aside all manner of excuse and delay, you appear before our Circuit Court, for the County aforesaid, on the *third day of March*

truth to say in a certain matter of controversy, now pending in our said Court, wherein

*Br J. L. Linn*

Plaintiff, and

*A J Phelps*

*Defendant*

Defendant, on the part of ; and herein you are in no wise to fail.

**Witness, ELIAS F. HONEY,** Clerk of our said Court, with the seal thereof

hereto affixed, at office, this *24* day of

*February* A. D. 1870

*Elias F. Honey*  
*by J. H. Linn*

Clerk.

# SUBPOENA

RETURNABLE TO  
JEFFERSON CIRCUIT COURT.

March Term, 1870

B. J. Stearns  
vs  
H. S. Repp  
writs for debt  
Wm Repp &  
H. C. Repp

Served the within Subpoena this 9<sup>th</sup> day of March 1870  
by reading the same to the within named Wm Repp  
and H. C. Repp in his shearing and presence at  
Jefferson County Mo.

Fred Luchtemayer Atty  
Fred Vollmach,  
Deputy

Fees \$1.00

# The State of Missouri,

COUNTY OF JEFFERSON.

vs  
*A. V. Repley*

You are Herby Commanded, That setting aside all manner of excuse and delay, you appear before our Circuit Court, for the County aforesaid, on the *Eighth (8)* *March 1870*, at Hillsboro, then and there to testify and the

truth to say in certain matter of controversy, now pending in our said Court, wherein *A. J. Hillier & Co* are

Plaintiffs, and *A. V. Repley* is

Defendant-, on the part of *Plaintiffs*; and herein you are in no wise to fail.

Witness, ELIAS F. HONEY, Clerk of our said Court, with the seal thereof hereto affixed, at office, this *7<sup>th</sup>* day of *March* A. D. 187*0*

*Elias F. Honey*  
Clerk.

*By E. M. Seeford*

# SUBPOENA

RETURNABLE TO  
JEFFERSON CIRCUIT COURT.

March - Term, 1870

B. & H. J. Slewing & Co

vs  
H. S. Rapp.

Subpoena.

Witness.

H. S. Rapp  
Des Moines.

Served the within Subpoena this 8<sup>th</sup> day of March 1870  
by reading the same to the within named B. S. Rapp  
in their hearing and presence at Jefferson County, Mo

Fred G. Shermen Sheriff  
By Fred Vollmar

D. G. Gentry

fees \$  
50cts

B. & J. F. Stern & Co. }  
vs  
H. S. Reppy. }

If the jury believe from the evidence that B. S. Reppy was acting as the agent of defendant, and defendant knew that B. S. Reppy was purchasing goods as his agent and signing his name to notes in settlement of accounts, or in payment of goods purchased, and that B. S. Reppy gave the note sued on to plaintiffs for goods purchased from them, then plaintiffs are entitled to recover in this suit. (Ferry v. Taylor 33 Mo. 323. also Human v. Cumiffe 32 Mo. 316.)

Hevin, Hevin He

2  
H. Repp

1 — the court instructs the Jury that  
unless they find from the evidence that D. &  
Repp was authorized by Defendant to sign  
Defendant's name to the note and on the  
they will find for Defendant.

Refused

2- Even should the jury believe from the evidence that D, P, Rostky was a secret partner of the Defendant when he signed the Defendants name to the note above, yet as this testimony does not support the allegations of the petition, <sup>the jury</sup> should disregard it, and give for the Defendant; unless they believe from the evidence that the said D, P, Rostky was the only authorized agent of Defendant when he signed Defendants name to the note above.

D. J. & Lewis & Co, 3  
12,  
W. J. Rappin 3

Refused

3. — The Court instructs the jury that the pretition of Plaintiff in this case, alleges that D. J. & Rappin was the agent of W. J. Rappin, the Defendant, and as such Agent, signed Defendant's name to the Note sued on, — therefore unless the jury believe from the evidence that the said D. J. & Rappin was the only authorized agent of the Defendant at the time he signed Defendant's name to said Note, the Plaintiff cannot recover in this action, and the finding should be for the Defendant,

Refused

4. — The Jury are further instructed that, as the Petition of Plaintiff Charges that B. S. Peppy signed the Note sued on as Agent of the Defendant, ~~and~~ therefore any evidence tending to prove that B. S. Peppy was a Secret Partner of Defendant when he signed such Note, and that he signed the same as such Partner, is excluded from the Consideration of the Jury.

Memorandum

Instructions

"

1871

Instructions

Refused

5- Unless the Jury believe from the evidence that W. S. Peppy was the owner of the Store in 1866 and that B. S. Peppy had no interest in the Store & that B. S. Peppy did business for him as his Agent in buying goods and carrying <sup>on</sup> the business of said Store, and that he signed the name of Defendant to the Note sued on, as such Agent, then the Plaintiff cannot recover and the finding should be for the Defendant.

B. & L. F. Stevin & Co.

17.

H. S. Reppy.

2 -

If the jury believe from the evidence that B. & L. F. Stevin purchased goods from plaintiffs in defendant's name, and with defendant's knowledge & consent, and gave the note in question to plaintiffs for goods so purchased, defendant knowing it and assenting thereto - then they must find for plaintiffs the amount due on said note and interest. (Ferry v. Taylor 33. Mo. 323. Dow v. Sperry 29. Mo. 390.)

B & L. F. Sloan & Co. }  
or  
H. S. Reppy }

✓

The Court instructs the jury that even though the name of "H. S. Reppy" was signed to the note sued on by B. S. Reppy, yet if the jury believe from the evidence that H. S. Reppy authorized the signing of or ratified or adopted it <sup>as the act of his agent</sup> after it was signed, then the jury must find for the plaintiffs. (33 Mo. 323.) also 14. Mo. 547)

B & J. F. Stearns & Co. }  
vs  
H. S. Reppy. }

4

If the jury believe from the evidence that H. S. Reppy consented to and authorized B. S. Reppy to carry on the mercantile business, either as a partner or as agent, in the name of "H. S. Reppy" and goods were purchased as such from the plaintiffs in the name of H. S. Reppy for which B. S. Reppy gave the note of H. S. Reppy, then the defendant is liable; provided the jury further believe that plaintiffs were not informed of the private agreement between H. S. Reppy, & B. S. Reppy.

Box 4. Allen Co.  
" " "  
K. A. McHenry.

5-

Of the firm believe from the  
evidence that any witness in the  
trial has willfully sworn falsely as  
to any material fact in the case,  
they are at liberty to disregard the whole  
of the testimony of such witness.

B. & J. F. Stevin & Co Plaintiffs } In the Appellate  
 " } Circuit Court.  
 Hamilton S. Reppy, Defendant }

Now at this day Comes said Defendant and moves the Court to set aside the verdict herein and the judgment rendered thereon and to grant him a new trial for the following reasons.

1. Because the Court admitted improper irrelevant and illegal testimony offered by Plaintiffs.
2. Because the Court excluded proper and competent evidence offered by Defendant.
3. Because the Court gave improper and wrong instructions to the jury as prayed for by Plaintiffs.
4. Because the Court improperly refused to give to the jury instructions 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 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1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 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2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204,

Asst. Secy. of the  
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Hamilton & Co. of the  
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Proton for new  
trial.

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Check March 12<sup>th</sup> 1870  
Alvin of New York  
P. J. McGowan, Jr.

B & J. F. Stevin & Co. Plaintiffs  
 vs.  
 W. S. Reppy Defendant  
 In the  
 Jefferson  
 Circuit  
 Court.

We W. S. Reppy as principal and  
 Samuel A. Reppy and  
 as securities acknowledge ourselves in  
 debt to the Plaintiffs in the above  
 entitled Cause in the sum of fifteen  
 hundred dollars for the payment of  
 which we bind ourselves our heirs  
 executors and administrators. The condition  
 of this obligation is such that where as  
 the said W. S. Reppy has taken an  
 appeal in the above case to the Second  
 District Court of Missouri. Now  
 if the said W. S. Reppy shall prosecute  
 his appeal without delay and with effect  
 and shall pay the sum of money that shall  
 be adjudged against him in said District  
 Court or otherwise abide the judgment of  
 such District Court, then this bond  
 is to be void, otherwise it shall remain  
 in full force.

Witness our hands and seals this  
 21<sup>st</sup> day of April 1870  
 W. S. Reppy  
 By Green & Thomas his Attys.  
 Samuel A. Reppy

Approved April 28<sup>th</sup> 1870  
 E. H. Hines

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B & J. F. Stearns & Co, Plaintiffs } In the Superior  
vs } Circuit  
H. S. Reppy, Defendant } Court.

This affiant states that an appeal  
is not taken in the above entitled cause  
by defendant but because the defendant  
is aggrieved by the judgment of  
the Circuit Court.

Subscribed & sworn to before } Samuel A. Reppy

on this 21<sup>st</sup> day of April 1870

E. F. Hooley clerk

B. L. Heywood Deputy

Adams

plac April 21 1876  
E. Adams

|                                |   |                                                                                     |
|--------------------------------|---|-------------------------------------------------------------------------------------|
| Bernard <del>Wm</del> Stevin   | } | In the Circuit<br>Court of Jef-<br>ferson County<br>Missouri<br>March Term<br>1870. |
| John F. Stevin                 |   |                                                                                     |
| Joseph Cain, and               |   |                                                                                     |
| Edward P. Stevin, - Plaintiffs |   |                                                                                     |
| Against                        |   |                                                                                     |
| Hamilton S. Reppy, - Defendant |   |                                                                                     |

Be it remembered that at the March Term 1870 of the Circuit Court of Jefferson County Missouri, and on the 11<sup>th</sup> day of March 1870, the above entitled Cause, coming on for trial, all and singular the issues made by the Parties were submitted to a jury, and the Plaintiff to sustain the issues on his part, proanced the following testimony, to wit;

H. S. Reppy, - sworn, - States, I reside at De Soto, Mo. - am about 51 years of age, - In 1866 I engaged in trade at De Soto with my Brother, H. S. Reppy, in the dry goods business, In the first part of 1866, we did business under firm name of H. S. & B. S. Reppy, - in the latter part of that year the name was changed, and

the business was carried on in the name of W. S. Peppy alone, - I managed the business mainly after the change of the name, and acted as Agent of W. S. Peppy, and as a private partner, - as Agent, by his authority, and as a partner by agreement. In the purchase of goods I was to act as Agent in the name of W. S. Peppy. I had the right to do all that was necessary to be done, to settle up the accounts, pay off bills, give notes &c. - In doing business in that way, I purchased goods from several Houses in St. Louis, - I bought of Otter & Co., - Morgan & Jackson, and B. & J. Slevin & Co., - I think I bought goods of Slevin & Co., in January 1866, or 1867, - I bought all the goods there in the name of W. S. Peppy. The Bills were made out in his name.

W. S. Peppy was generally in the Store at De Soto from two to five days in each week. He had access to the books & bills of the Store. I kept a Book for the purpose of keeping all the Bills made against the Store in it, I pasted the bills on the leaves. The House of Slevin & Co., sometimes made out their bills while I was there, and sometimes they sent them to us at De Soto, - they did not make out and send monthly statements. I usually took them out of the Post Office myself and placed them in

the Book that usually laid on the Desk, I know that H. S. Peppy has seen the Bills often because I took the pains to show them to him. He did not at those times make any objection to the manner in which I was conducting the business. I can't say when I quit dealing with Levin & Co. - it might have been six months before the closing up of the matter by this Note. When I closed up the matter by Note, I think the amount due them was about 495 dollars, I paid 130 dollars at the time the Note was given, and 495 dollars was the balance due them. My Brother, H. S. Peppy was in the Store when I paid the \$130<sup>00</sup>. Two days before this, a gentleman came from St. Louis, as Agent of this Firm of Levin & Co, and told me he wanted me to raise all the money I could, & I promised him to do so. - he said he would be back in a day or two. - While he was gone my Brother came into the Store & I told him that this man had come down and wanted money, - and he said, raise all the money you can, and perhaps we will have to give a Note for the balance, - but the Note will draw interest and we must get this stopped as soon as we can, by paying the Note first. In accordance with that understanding I got all the money I could, - and that gentleman

returned the next day. My brother W. S. Reppy  
came in the Store that morning. The gentle-  
man advanced to the Desk, and I told him  
I had a \$150, for him, - we figured up  
the matter, and he wrote the Note for the  
✓ balance. (The Note sued on is here & shows the  
witness) - and he says, this is the Note I gave  
him, I signed my brother, W. S. Reppy's name  
to it, The gentleman was a stranger to me  
and my brother, but I was satisfied that he  
was the Agent of the House he represented. My Bro-  
ther was standing by the Store & I nodded my  
head to him, and he seemed to recognize it,  
and I signed my brother, (W. S. Reppy's)  
name to the Note. After the man left, I  
went to the Store where my brother was, and  
told <sup>him</sup> what I had paid, & given the Note for,  
and he said it was all right, - and it must  
be paid as soon as possible. - The \$495, rep-  
resents the balance of the Account after de-  
ducting the \$150 paid. - I had general  
authority to do the business, sign Notes &c, for  
twenty two months, and my brother made  
no objection. He and I commenced business  
about the 1<sup>st</sup> of May 1863, and continued in bu-  
siness together until the 4<sup>th</sup> of March 1867. - I  
bought goods of Morgan & Jackson & signed the name  
of W. S. Reppy, and he never objected to it, till

after I sold out to him.

Cross examined, by Deft. - In 1865 when I first did business with my brother, W. S. Peppy, the business was done in the name of W. S. Peppy & Co. - My name was never used in the firm name. About a year afterwards, the Co was dropped. - In 1865 & 1866, the firm name was not W. S. & W. S. Peppy, - but W. S. Peppy Co, - the Co was dropped because I was involved in debt. When I sold out to W. S. Peppy in 1867 there was an invoice taken of the goods, - and the total amounted to over \$4000, - I usually went to St. Louis to buy goods, - I don't know whether the firm of Selvin & Co. knew when I was dealing with them that my name was not W. S. Peppy. - I don't think that they knew that my name was B. S. Peppy. - In telling them to make out the bills of the goods to W. S. Peppy, I never told them at any time that I was not W. S. Peppy. - I think I told my brother the amount of the Bill of Selvin & Co. - but he had nothing to do in making up the settlement with the Selvin & Co.'s Agent. I did not tell my Brother the amount of the Selvin & Co. note, before I signed his name to it.

I did not tell the Agent of said firm, when I signed the Note, that I was not H. S. Peppy, - or that I was Agent for H. S. Peppy. - I never informed the firm of Slevin & Co, that I was not H. S. Peppy, - or that I was Agent for H. S. Peppy. I am not liable for this Note, as when I sold out to my Brother he agreed to pay the outstanding Notes, - I have talked with the Attorneys a good deal about this case, and told them what I would state, - I was sworn in a Case before Justice Sublett some two years ago. This was a Case between my Brother & myself, I did not then swear that I was not a partner with H. S. Peppy. - While I was doing business with my Brother in 1866, I bought some goods in my own name, - The goods I bought in my own name came into the Partnership stock, & I gave my own Notes for these, - H. S. Peppy and I were to put in a \$1000 a piece. He contended he had put in more than I, and I bought goods in my own name to make up for it, - I did not buy goods in my own name where I could get credit, - and where I could not, in my Brother's name.

I never bought any goods of Slevin & Co, in my own name, nor gave them my Note.

The Plaintiff then read in evidence the Promis-  
sory Note sued on, as follows, (The Clerk will here copy  
the same)

James E. McFall, - States, I reside in St. Louis,  
my age is twenty five, - I am engaged for the  
Firm of Slevin & Co, - The names of the persons  
composing said Partnership Firm, in 1865, 1866,  
and 1867, were Bernard Slevin, John F. Slevin  
Joseph Cain and Edward P. Slevin  
I know Hamilton S. Reppy, and I know B. S.  
Reppy now, - I sold goods to B. S. Reppy to  
the Firm of H. S. Reppy in 1866, - At that time  
I did not know H. S. Reppy, I made out  
the Bills in the name of H. S. Reppy because  
~~because~~ B. S. Reppy gave us that name at  
the time. B. S. Reppy never gave us to un-  
derstand that he was not H. S. Reppy, -  
Martin Brooke was the Collection Agent of  
the Firm of Slevin & Co, in 1867, - and who Col-  
lected & returned to the Firm the 150 dollars  
he collected of H. S. Reppy, & also, the Note,  
He is now dead, - Since this suit was com-  
menced I have seen H. S. Reppy at our Store  
in St. Louis, - He never told us prior to that  
that he never authorized B. S. Reppy to sign  
notes for him,

Cross examined, - I did not know B. S. Rep-  
py until after the Note was given, I now  
know that B. S. Reppy is the one that bought  
goods of us, - I considered when I was  
selling the goods to Mr. Reppy, that the per-  
son I now know to be B. S. Reppy, was  
H. S. Reppy.

The Plaintiff here closed his evidence, and the Defendant then in support of his defence, offered the following testimony,

Horam C. Reppy, - States, - I am a son of W. S. Reppy. In 1864, and 1865 I was in the army, But, in 1866 and 1867 I was at De Soto in Jefferson County, Mo. - In 1865 W. S. Reppy and B. S. Reppy went into partnership in the dry goods business at De Soto, - and in the fall of that year, they dissolved the partnership, - and B. S. Reppy wanted them to do business for himself at the same Store, but to use my father's name, - My father W. S. Reppy told him he could do so, if he did a cash business, but he must not sign his name to any Notes, <sup>by buying any goods on credit</sup> I heard my father, W. S. Reppy say this to B. S. Reppy, and to tell him he must not use his name in signing Notes, or <sup>in</sup> buying any goods on credit,

Cross examined, - I cannot remember the exact time of the year 1866, it was, when I heard my father tell B. S. Reppy not to use his name in giving Notes &c. - There were many other things said by them at such conversations, about their business, - but I don't now remem-

her every thing that was said. This talk was had in the Store House of H. S. Reppy. I don't remember whether it was in the morning or in the evening. In the latter part of the fall of 1865, they dissolved partnership. B. S. Reppy carried on the business after my father sold out to him in the fall of 1865. I heard B. S. Reppy and my father talk together several times, - and B. S. Reppy asked H. S. Reppy for the privilege of doing business in his Store in his name. H. S. Reppy told him he could do so, if he did a Cash business, and did not use his name in buying goods on credit, or in giving Notes.

H. S. Reppy - States, - I am Hamilton S. Reppy, Defendant, - I and B. S. Reppy went into business as partners at De Soto, in the Spring of 1865. - We carried on business in that year in the name of H. S. and B. S. Reppy. - But <sup>in</sup> the fall of 1865 the firm name was changed and the business was then conducted in the name of H. S. Reppy <sup>for the benefit of B. S. Reppy.</sup> The reason of this, was that B. S. Reppy was much embarrassed when he came here, - and in the fall

of 1865 several old claims were sent here against him, and he was sued on some of them, - and this is why he withdrew his name from the firm. He then said he had some means, and he wished to do business in my store in my name, I told him he could do so, if he did a cash business and did not use my name for any indebtedness. He then went on some months doing business in that way, - and I saw he was getting a good many goods on hand, and I asked him if he was creating any indebtedness, - he said yes, a little, - about \$1200.<sup>00</sup> I told him then he would have to wind that thing up. He said, if I restrained him to that, he would gather up his traps and put out, I told him, well, he could do so, - that he was using authority he had no right to, - Next morning he said he would settle this thing up, - that it would take him about three months to settle it up, and that there should then be no more indebtedness, - Some time after this, I asked him how things were going on, - He said he was getting things settled up, I told him then not to use my name on a credit in getting goods, or in giving notes &c. This was in 1866, - Often when I would talk to him about the way he was doing business, he would get mad & talk very insulting, so that I disliked to have to say anything to him, I told

him repeatedly not to use my name in giving Notes. In the fall of 1865 I sold out my interest in the Store to B. S. Peppy, but agreed that he might carry on the business in my name. There was about 800 dollars due me for my interest, and thus I afterwards got in store goods. — In Nov, 1866, a gentleman came to the Store & asked for Mr Peppy. I told him, there he was. He then went to the Desk, where B. S. Peppy was, — and they talked there some time. I was standing at the Store, — while the man was there, I never heard B. S. Peppy say who he was, or any thing about his business, — He did not then tell me anything about the amount due him, or anything about paying the man any money, or giving him a Note.

Cross examined, — When B. S. Peppy came in to do business in my Store in the fall of 1865, I had in the Store goods & money amounting to about 800 dollars, this I loaned to him and agreed to take it out of the Store in goods. — As I got goods they were charged to me, — and after a while B. S. Peppy said I had used up all my interest in the Store. In the fall of 1865

B. S. Peppy sold out his interest in the Store to me, that is, he gave me a Bill of sale of his interest in the Store, but I paid him no money for it, - He said he wanted to do business in my Store in my name, and he conducted the business of the Store for his own benefit, - In 1866 I told him not to use my name in Contracting debts, & I told him the same thing in the Fall of 1865, - I told him so, time and again, - and not to sign my name to any Notes, - I don't know that any person was present when I told him not to sign my name to Notes &c, - I recollect in August 1866, I had a Conversation with B. S. Peppy, when my son, William, - and Elbridge Peppy were present, in which I told B. S. Peppy not to sign my name to any Notes, - After the man, who talked with B. S. Peppy at the desk, had left, B. S. Peppy told me the man was an Agent of the Firm of Slevin & Co, - he said something about a Note, but did not tell <sup>me</sup> what kind of a Note, - or the amount, - He talked to the effect that the Gentleman was an Agent of Slevin & Co, and was settling up their business, Some time after this suit was brought I went up to the House of Slevin & Co, to see if a compromise could be made about this Note,

Re-examined, - In the Fall of 1865, my Brother sold out his interest in the store to me. He gave me a Bill of Sale for his interest in the goods, but I paid him no money, nor anything for it. After this, part of the goods belonged to him, and part to me. I mean simply, by B. S. Peppy's selling out his interest in the store to me, that he made me a Bill of Sale of his interest, for his own benefit, I paid him nothing for it. - I had about Eight hundred dollars worth of stock in the store, and I afterwards traded that amount out, and then I had no further interest in the store, or goods. I did not pay B. S. Peppy anything at the time he made me the Bill of Sale, or afterwards, for his interest, or claim it, I was to pay the indebtedness which was owed by the house and which amounted to about \$1200-. The indebtedness of Stevin & Co might have been mentioned in the list of debts.

William Peppy, - Says, I heard my father, H. S. Peppy, say to B. S. Peppy not to use his name in buying goods on credit, or in signing his (my father's) name to any notes. This was in 1866.

Samuel A. Reppy, - States, that, some time during the Spring or Summer of 1866, I had a conversation with B. S. Reppy, in which he said that he was the owner of the Store at Dedoto, although it was carried on in the name of W. S. Reppy.

H. S. Reppy told me sometime in the summer of 1866 that he sold out his interest in the Store to B. S. Reppy. There was no else present at the time.

B. S. Reppy, - recalled, by Defendant - who being shown two Letters written by him to W. S. Reppy, admits that he wrote and sent those Letters, (Defendant then offered to read the Letters in evidence to show the bitter enmity said witness had towards the defendant, W. S. Reppy, - but the Plaintiff objected to the reading of said Letters, and the Court sustained the objection, and would not permit <sup>said Letters</sup> to be read to the Jury, - To which ruling and decision of the Court, the Defendant at the time excepted,) The said Letters so offered in evidence are as follows, (the Clerk will here copy the said two Letters)

The Defendant here closed his testimony, - and the above and foregoing being all the evidence offered by the parties in said Cause, - The Plaintiff then asked and the Court gave to the Jury instructions, numbers, one, two, three, four, & five, and which are as follows, (the Clerk will here copy said Instructions,) To the giving of which instructions the Defendant at the time objected, but the Court overruled the objections and gave said instructions to the Jury, and to which ruling and decision of the Court the Defendant at the time <sup>time</sup> excepted. - The Defendant then asked the Court to give to the jury the following instructions, four, numbers, one, two, three, four, and five, as follows, (the Clerk will here copy the same) but the Court refused to give any of said instructions, except number one, and to which ruling and <sup>decision</sup> ~~decision~~ of the Court in refusing to give Defendants instructions, the Defendant at the time excepted.

The cause was then submitted to the

Jury, who returned a verdict in favor of the Plaintiff, as follows (here copy same)

The Court then rendered judgment for the Plaintiff, as follows (here copy the Judgment)

The Defendant then, on the 10<sup>th</sup> day of March 1870, filed a motion to set aside said verdict and judgment, and grant him a new trial, for the reasons therein contained, And which motion is as follows, (the Clerk will here copy motion for new trial) But the Court overruled the Defendant motion for a new trial and refused to grant a new trial, - and to which ruling and decision of the Court in overruling said motion and in refusing to grant a new trial, the Defendant at the time excepted, And the Defendant now asks that this his Bill of exceptions may be signed, sealed, and made a part of the record in said Cause, and which is accordingly done.

J. H. Vail, Judge *(Signature)*

We agree that the above Bill of Exceptions is correct.

*(Signature)* Brown & Quigley  
Attys for plffs.  
*(Signature)* Green & Thomas  
Attorneys for Defs.

Of Circuit Court  
Jefferson County

vs.  
J. J. Lewis & Co.,

Plaintiff  
vs.  
Defendant

Bill of  
Particulars

Filed for record  
this 21st day of  
March 1870.  
J. J. Lewis & Co.

B. & J. F. Stearns & Co. Plffs } Appeal from the Jefferson  
vs } Circuit Court.  
Hamilton S. Reppy Defs }

This was an action brought on a promissory note executed by one B. S. Reppy in the name of the Deft W. S. Reppy and payable to the plffs. The petition alleges that the Deft was doing business in the town of DeSoto, under the name & style of W. S. Reppy and that the business was transacted in his name by his brother B. S. Reppy that he was authorized to transact business and sign the name of the Deft. The answer of the Deft denies every material allegation of plffs petition and alleges that it was B. S. Reppy who was engaged in carrying on the business at DeSoto and that the Deft only permitted his name to be used to increase the business, in other words draw custom.

The evidence shows that in the Spring of 1865; that the Deft and B. S. Reppy were engaged as partners in the mercantile business in the town of ~~Peter~~ DeSoto. - that the business was carried on for some time in the name of W. S. Reppy & Co, or W. S. & B. S. Reppy, which, is from the evidence uncertain. In the Fall of 1865; a dissolution of the partnership took place & after that time, the business ostensibly was carried on in the name of W. S. Reppy, while the

evidence tends to show that the real party was B. S. Reppy who was in embarrassed circumstances - there is also evidence to show that after the dissolution had taken place that W. S. Reppy had told B. S. Reppy not to use his name in contracting debts, but that he meant to do a cash business.

There is no evidence that the arrangement entered into was a public one, of which parties dealing, could reasonably have notice, but on the contrary, it appears that none but the parties and those connected by ties of affinity had any knowledge of the relation of the parties - With regard to the business being carried on, there is some considerable conflict in the testimony, but that was submitted to a jury, who has made the determination of the Court passed upon its credibility.

It is assigned for error that the Court rejected the letters offered by the debt to show the feeling existing between the parties - The witnesses themselves were before the Court & jury & were competent to testify as to that fact, which would have been the best evidence, we think the letters were properly rejected - - - It is also assigned for error that the Court refused to declare the law asked for by the debt - While we think that the Court might properly <sup>have</sup> given the third in-

structure asked for by the depts., yet it was substantially contained in the instructions asked for by the plffs and given by the court.

When a party permits another to do business in his name and permits it to go to the public that he is the person with whom they are dealing, before he can evade his liability, he must bring the knowledge of the facts from the party who has been dealing with the true person - There is no evidence in this case which would warrant us in saying that the plffs in this case had any notice whatever that the debt had permitted B. S. Reppy to transact business in his name only for the purpose of increasing his business or trade - When upon the whole, the judgment is for the right party, this Court not reverse for a refusal to give instructions.

Unless the Appellant has been materially injured, this Court will not reverse - The jury were the sole judges of the weight of the evidence - They saw the witnesses face to face - Upon the whole, the law applicable to the case was fairly put to the jury -

Endorsed) They having found for the plffs, the judgment of the Court below upon their verdict will be affirmed - Judge Vaie & Hawkins Concurring  
L. Sargent & Judge Leonard having been of the Court, not sitting  
Chas. Carter -

Filed Aug 20,  
1870 -

State of Missouri }  
Second Judicial District }

I, the undersigned, Clerk of the District  
Court within & for said District, certify that the  
above & foregoing is a true & perfect copy of the  
opinion of the Court in the above entitled case,  
as fully as the same remains on file in my  
office - - -

Witness my hand & official seal  
this 8th day of September 1870,  
Leonard Sargeant Clerk

Received  
by  
Clerk

In the Supreme Court held at St. Louis, of the State of Missouri,

*October* Term 1870

*November 9<sup>th</sup> 1871*

*P. and J. H. Levin & Co.*

*Defendants in Error*

*vs*  
*Hamilton S. Peppy*

*Plaintiff in Error*

*Error to Second  
District Court*

Now again come the parties aforesaid, by their respective attorneys, and the Court being now sufficiently advised of and concerning the premises, doth consider and adjudge that the judgment rendered herein by the said *Second District Court* be in all things affirmed and stand in full force and effect, and that the said *Defendants in Error* recover of the said *Plaintiff in Error* their costs and charges herein expended, and have execution therefor. Opinion filed.

STATE OF MISSOURI, SS.

*O. T. Fishback*

I, ~~ANDREW W. MEAD~~ Clerk of the Supreme Court, held at St. Louis, of the State of Missouri, certify that the above and foregoing is a full, true and complete copy of the judgment rendered in the above entitled cause, as fully as the same remains of record in my office.

In Testimony Whereof, I have herunto set my hand and affixed the seal of said Court, at office in the City of St. Louis, this *Ninth* day of *December* A. D. eighteen hundred and *seventy*.

*O. T. Fishback* (Clerk.)  
*per J. B. Davis & Co.*

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Supreme Court of Missouri.

*Wm. D. Lewis & Co.*

*vs* *J. E.*

*Wm. D. Lewis*  
*J. E.*

**MANDATE.**

*Judgment of 2<sup>nd</sup> Dist. Court*  
*Affirmed.*

*William Lewis*

*filed Dec 10<sup>th</sup> 1870*  
*M. S. Bayard clerk*  
*Per Wm. H. H. H.*

B 5- 474, 546, 604, 680, 720,  
 B 6-7-42, 60, 71, 76, 123,

Judge Mar 11 1870  
 \$651<sup>55</sup>/<sub>100</sub> 100 of 0 06 471

B & J P. Sherrin & Co. }  
 H. S. Reppy

E. F. Honey Clerk, cop. pet<sup>50</sup> writ & cop<sup>110</sup> ces<sup>50</sup> \$ 2.10

1111 ~~doct~~ cont<sup>25</sup> cont<sup>25</sup> Cont<sup>25</sup> Est. filing amts pet<sup>20</sup> cont<sup>25</sup> 1.20

cont<sup>25</sup> rule<sup>20</sup> leave to and<sup>20</sup> Est. file Rep<sup>20</sup> 85-

Swear & ent. jury, <sup>100</sup> vero<sup>15</sup> Judgt. <sup>50</sup> ord<sup>35</sup> 2.00

motion<sup>20</sup> rule<sup>20</sup> ord<sup>35</sup> Rule Exp. <sup>85</sup> Remo<sup>50</sup> aff<sup>50</sup> 1.60

& doct<sup>25</sup> 6 pias<sup>100</sup> ind<sup>50</sup> 2.25

\$10.00

John Williams Stiff Serv Sept. <sup>100</sup> 1.00

D. Luchmeyer Stiff <sup>40</sup> 9 Spas @ <sup>50</sup> 4.00 4.90

Witnesses Nov 11 1869,

B S Reppy 9<sup>de</sup> 14<sup>no</sup> 10.12 \* 10.12

Mar Term 1870,

J. Breckell <sup>dm</sup> 2-8 - 3.28 3.28

Geo W. Sublett 1-14 2.12 2.12

James Washburn 3-16 4.28 4.28

B S Reppy 4-16 5.28 \* 5.28

James E. McFall 5-80 12.65- 12.65

L. B. Beach 6-80 12.65- 12.65

Jury Dec, Mar Term 1870, 18.00

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 913.20 1012  
 8 5.28  
 240 13.40

W S Boyce Clerk, 2<sup>no</sup> 10 cash making <sup>70</sup> ind<sup>5</sup> ind to Judg<sup>10</sup> 1.00  
 \$ 85.28

737.35- 651.55  
 86.28  
 737.35  
 55

Bill of costs, Exp Boyce  
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 651.55  
 56.00

1.00  
 86.28

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1073. Slevin

to

Henry's A

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