

Jefferson County Circuit Court
Case Files - Civil
September 1876, No. 12

Box 35 Folder 73

Collier, M. Dwight
vs
American Plate Glass Company of
the city of Detroit, Michigan

On notes

Debt \$5,127.05, \$5,169.44,
\$5,169.44; assignee of Margaret
D.C. Hitchcock, John P. Collier

1034



No. 37

St. Louis, Mo. 25th 1876 \$512.70

Twenty days after date we promise to pay
to the order of Margaret D. C. Hitchcock Treasurer,
Five Thousand One Hundred & Twenty ^{and 100}/₁₀₀ Dollars
Value received at the office of said Treasurer, City,
with interest from date at the rate of ten per cent per annum.
For American Plate Glass Co.
of the City of Detroit, Mich.
Wm. Howard. President.

Dec 23/26/1876.

The R. P. S. Miller Co. Inc. & Co.

With this receipt on us
pay to the order of Mr. Dwight Collier
Margaret D C Hitchcock's Trustees

Filed Sept. 19th 1876

C. H. H. H. H.

Clerk

Without receipt on an
Pay to the order of
M. Dwight Collins
John P. Collins
by H. Hitchcock atty

Filed Sept 19 1876
@ Tho Horine
Clerk

No. 440.

St Louis May 1st

18th 6 \$5169²⁴ =

Due demand ~~after date~~ we promise to pay
to the order of Mr. Dwight Ballier, _____

Five Thousand, One Hundred & Sixty Nine ⁴/₁₀₀ Dollars

Value received at the office of Henry Hitchcock,
with interest from date at the rate of ten per cent per annum.

For American Plate Glass Company of the city of
Detroit, Mich.

Ed Mitchell.

President.



Filed Sept 19 ~ 1876

@ Tho Horine

Clerk

State of Missouri, }
County of Jefferson } ss.

Mo. Dwight Collier,
Plaintiff,

vs.

The American Plate Glass
Co. of the City of Detroit,
Michigan,
Defendant.

In the Circuit Court
of said Jefferson County,
September
Term, 1876.

Plaintiff states that heretofore and on the 25th day of March, 1876 the defendant by its President thereunto duly authorized executed and delivered its negotiable promissory note in writing where by it promised ninety days after date to pay to the order of Margaret O. C. Hitchcock's Trustees Five Thousand One Hundred and Twenty Seven ⁰⁵/₁₀₀ Dollars, (\$5,27.⁰⁵) for value received at the office of said Trustees with interest from date at the rate of ten per cent. per annum. That thereafter and before its maturity said note was endorsed by said Trustees and by them delivered to plaintiff for value: said note is herewith filed and marked Exhibit A. That although said note is long since due the

same has not been paid nor any part there of.

Wherefore plaintiff prays judgment against the defendant for said ^{sum of} 5127.⁰⁵ dollars with interest from ~~maturity~~ March 25, 1876 at the rate of ten per cent. per annum, and for costs.

And for another and further cause of action in this behalf plaintiff says that heretofore and on the first day of May, 1876 the defendant by its President therunto duly authorized executed and delivered its negotiable promissory note in writing which is herewith filed and marked Exhibit B, whereby it promised on demand to pay to the order of John P. Callier Five Thousand One Hundred and Sixty Nine ⁴⁴/₁₀₀ dollars, (\$ 5169.⁴⁴) for value received at the office of Wm. W. Hitchcock with interest from date at the rate of ten per centum per annum. That thereafter and before its maturity said note was endorsed by said John P. Callier and delivered to the Plaintiff for value. That although said note has been demanded at the place aforesaid where it is payable as aforesaid the same has not been paid

nor any part thereof.

✓ Wherefore Plaintiff asks judgment against defendant for the sum of 5169. $\frac{44}{100}$ dollars with interest from May 1, 1876 at the rate of 10 per cent. per annum and for costs.

✓ And for another and further cause of action in this behalf Plaintiff says that heretofore and on the first day of May, 1876, the defendant by its President therunto duly authorized executed and delivered to Plaintiff its negotiable promissory note in writing which is herewith filed and marked Exhibit C, whereby the defendant promised on demand to pay to the order of Plaintiff the sum of Five Thousand One Hundred and Sixty Nine $\frac{44}{100}$ Dollars, (\$ 5169. $\frac{44}{100}$) for value received at the office of Henry Hitchcock with interest from said first day of May, 1876, at the rate of ten per cent. per annum. That although payment of said note has been often demanded at said office of Henry Hitchcock the same has not been paid nor any part thereof.

Wherefore Plaintiff prays judgment for said sum of 5169. $\frac{44}{100}$ dollars with interest from said first day of May

State of Missouri, }
County of Jefferson } ss.

In the Circuit Court for
said Jefferson County.
Nov., 1846.

M. Dwight
Callert,
pref.

nd.

The American Plate Glass
Co. of the City of Detroit,
Michigan, Dept.

Polk

against defendant on
Promissory Notes.

Filed Aug 9th 1876
C. H. S. Moore
Clerk

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

The State of Missouri,

TO THE SHERIFF OF THE COUNTY OF JEFFERSON---GREETING:

*I do command you, that you summon The American Plate
Glass Co, of the City of Detroit
Michigan*

if it be found in your County, that *it* be and appear before the Honorable Judge of
our Circuit Court, on the first day of the next term thereof, to be begun and held at
the town of Hillsboro, within and for the County of Jefferson, on the *Second*
Monday after the ~~fourth~~ Monday of *September* next, then and there to
answer unto

M. Dwight Collier

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

Witness, C. THO. HORINE, Clerk of our said
Circuit Court, with the seal thereof hereunto af-
fixed, at office in Hillsboro, this *9th* day
of *August*, A. D., 187*6*.

C. Tho. Horine, Clerk Circuit Court.

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RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

Sept. TERM, 1876

M. Smith Collector

vs

The American Plate
Glass Co. of the
City of Detroit
Michigan

original

Shaffin

602

I Executed this writ at the County of Jefferson
in the State of Missouri this 8th day of August
AD 1876 by delivering to ~~the said~~ C. A. Hitchcock
President of the American Plate Glass Co the
within described writ and
A true copy of the within writ and Petition
as furnished by the Clerk

P. B. Moseley
By N. D. Moseley

State of Wisconsin,
County of Jefferson } ss.

In the Circuit Court for
said Jefferson County.
Term, 1876.

vs.
M. Dwight Collier,
Def.

Pl.
The American Plate Glass
Co. of the City of Detroit,
Michigan,
Def.

Petition
against defendant on
promissory notes.

Filed Aug 9th 1876
C. H. S. Moore
Clerk

1876, and for costs.

By George W. Lubke
& Preston Player, Attys.

nor any part thereof.

✓ Wherefore plaintiff asks judgment against defendant for the sum of 5169. $\frac{44}{100}$ dollars with interest from May 1, 1876 at the rate of 10 per cent. per annum and for costs.

✓ And for another and further cause of action in this behalf plaintiff says that heretofore and on the first day of May, 1876, the defendant by its President therunto duly authorized executed and delivered to plaintiff its negotiable promissory note in writing which is herewith filed and marked Exhibit C, whereby the defendant promised on demand to pay to the order of plaintiff the sum of Five Thousand One Hundred and Sixty Nine $\frac{44}{100}$ Dollars, (\$5169. $\frac{44}{100}$) for value received at the office of Henry Hitchcock with interest from said first day of May, 1876, at the rate of ten per cent. per annum. That although payment of said note has been often demanded at said office of Henry Hitchcock the same has not been paid nor any part thereof.

Wherefore plaintiff prays judgment for said sum of 5169. $\frac{44}{100}$ dollars with interest from said first day of May

M Dwight Collier }
 vs. }
 American Plate }
 Glass Co. }
 In the Circuit
 Court of Jefferson
 Co. Missouri

~~Judgment~~ Default & final judgment
 on the first Count for amount of note
 and interest - \$5368.⁶⁹/₁₀₀

Default & final judgment on second
 Count for amount of note and in-
 terest, for \$5325²⁵

Default & final judgment on
 third Count for amount of note
 and interest \$5325²⁵

Bearing 10% Interest
 Total Judgment \$16019.19

Lubke & Payer
 Attys for Plff.
 per Hugo Kuenst

M. D. Collier

St.
Am. Plate Glass Co

Memo of
Judgment