

Jefferson County Circuit Court
Case Files - Civil
January 1878 - No. 2

Box

37

Folder 60

Hawkins, Milt
Waller, Christopher F.

vs

Vinyard, A.

Debt, Note

Plaintiffs doing business as
Hawkins & Waller, Merchandisers,
Defendant owed \$309⁴⁴/_{xx}

\$309⁴⁴/₁₀₀



MR 7

Nov 1876

One day after date I promise to pay
to the order of *Francis X. Allen*
Three Hundred & Nine

44 DOLLARS
100 CENTS

For value received, negotiable and payable, without defalcation or discount, and with interest from *date* at the rate of ten per cent. per annum; and if interest be not paid annually, to become as principal, and bear the same rate of interest. Without exemption from appraisement, valuation or Homestead Laws.

Attest
Amos

Due

R. & T. A. Emis, Stationers and Printers, 115 Olive St., St. Louis.

Blackwell. No
Feb - 12 - 1877
Received on the mi
Note \$50

Filed Dec 18th 1877
C. H. Hornick
By J. P. Green
Sept

(Will Hadden)
C. J. Hallgren
W. H. Hadden

Milt Hawkins and
C.T. Wallen doing business
under the name and style
of Hawkins & Wallen Plaintiffs
against
A. Vinyard Defendant

In the Circuit Court of
Jefferson Co. Mo. Term
A.D. 1878

Plaintiffs state that Milt Hawkins
and C.T. Wallen are a Merchantile
firm doing business under the
name and style of Hawkins
and Wallen.

Plaintiffs further state that defend-
-ant by his promisory note herewith
filed dated Nov. 1st 1876 promised
for value received to pay
Plaintiffs under the name
and style of Hawkins and
Wallen Three hundred and
nine & $\frac{44}{100}$ dollars for value
received one day after the
date thereof. Plaintiffs state that
defendant on the 12th day of Feb'y
1877 paid on said note fifty
dollars. The balance of said
note and the interest thereon
is yet due Plaintiffs for which

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

The State of Missouri,

TO THE SHERIFF OF ^{the} COUNTY OF JEFFERSON---GREETING:

We command that you summon *A. Vinyard*

if he be found in your County, that he 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 of January next, then and there to answer unto

Niet Hawkins and C. J. Challen doing business under the name and style of Hawkins and Challen

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

Witness, C. THO' HORINE, Clerk of our said Circuit Court, with the seal thereof hereunto affixed, at office in Hillsboro, this 18th day of December A. D., 1877.

C. Th. Horine, CLERK CIRCUIT COURT.

By J. A. Green Sept

Alma 415-76-100000

248 251 252
25-247 281 282
25-247 281 282
25-247 281 282
25-247 281 282

293 45-100000

4657

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

January TERM, 1878.

McCook's Challen

A. Wingard

Original

John Williams

Sherriff's Office

293.48

I Executed this Writ in Jefferson County Mo
on the 27th Day of December 1877 by Delivering
to A. Wingard a true copy of this Writ
and Petition as furnished by the clerk
John Williams Sheriff

Milton Hawkins &
Christopher F. Allen Partners
under the firm name and
style of Hawkins & Allen
Plaintiffs

A Vineyard Defendant

Now comes the defendant and
for answer to the petition of the plaintiffs, states
that he did as the plaintiffs allege, execute
to the plaintiffs his promissory note dated
Nov 1st 1876, for three hundred and nine
and 00/100 dollars, but defendant avers that the
giving of said note was without any
consideration; that said note is wholly
without consideration whatever.

Defendant states that there is a long
running mutual open account between him
and the plaintiffs, that the same has never
been settled; that said note was executed
to plaintiffs simply and only for their
accommodation; and was by agreement
to be returned to him, when a settlement
of accounts was had between plaintiffs
and him; that there has never been a
settlement between them but that he has
since the execution of such note, paid the
plaintiffs fifty dollars on the account
but not on the note as they aver.

Defendant states therefore that he does
not owe plaintiffs the amount of such
note, or any thing whatever in account
of said note, and that plaintiffs are
not entitled to recover judgment against
him for any amount whatever on said
note, and says for judgment for costs

William with

Bymes & Mcmullen
for deft.

Hawkins & Waller

vs
A. V. Heyard

Answer

Filed June 14th 1878.
Chas. H. Moore
Clerk

AFFIDAVIT FOR CONTINUANCE.

(Wag. Stat. Page 1040, Sec. 7-10.)

Hawkins & Hallen

In the

Circuit

Court

AGAINST

A Vinyard

Jefferson

County,

Missouri,

January

Term, 1878.

And now Comes the above Named

A. Vinyard

and moves the Court to continue this cause to the next regular term of this Court, for the reasons stated in the following affidavit:

A Vinyard

the above named

defendant

being duly sworn, says: That he is the defendant in this cause, and that he is not prepared for, and cannot safely go to trial at this term of the Court, on account of the absence of a material witness;

that the name of said witness is Frank Mc Grady and that he is a resident of Washington

County, Missouri; that the testimony of said absent witness

is material in this cause, as is also the Books of said Mc-Grady

and his Books

and this affiant cannot safely proceed to the trial of this cause without the testimony of said witness; that no other witness or person is in attendance or known to this affiant by whom he can PROVE THE FACTS WHICH HE EXPECTS TO PROVE by said absent witness; that said witness is not absent by the consent, connivance or procurement of this affiant; that affiant has used due diligence to procure the attendance of said witness at this term of this Court; that on the 16th day of January

1878, this affiant caused a subpoena to be issued out of and under the seal of this Court, to be served on said Frank Mc Grady, which subpoena affiant caused to be delivered to one The Higgenbotham, a competent witness in the cause, County, Missouri, on the 17th day of January

1878, for service upon said witness, which said subpoena was duly served upon said witness in Washington County, Missouri, on the 17th day of January, 1878, and the same is duly returned executed.

And affiant further states that said witness resides within

forty miles

miles of the present place of holding this court.

That this affiant has good reason to believe and does believe that he will be able to procure the attendance and testimony of said witness at the next regular term of this Court; that this application for a continuance of this cause is not made for the purpose of vexation or delay, but that SUBSTANTIAL JUSTICE may be done, and that affiant has a good and meritorious defense in this cause

Subscribed before me

Jan 22 1878

Chas. Homer Clerk

A. Vinyard
mark

with him certain books

No. 1

Affidavit of

A. Vinyard

FOR A CONTINUANCE.

Hawkins & Wallen

VS.

A. Vinyard

Filed January 23^d 1878.

Le Moine

CLERK.