

Jefferson County Circuit Court
Case file - Civil
January 1889

Box 40 Folios 44

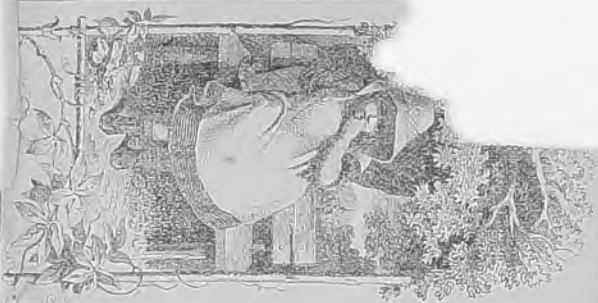
Weiss, Henry

vs

Crawford, Samuel W.

Note

Debt \$100



\$600⁰⁰

De

to

Nov 14th

1882

I have here enclosed for the date the
to the order of Henry Miller
promise to pay

of the sum of one thousand dollars,

for value received, negotiable and payable without deduction or
discount, and with interest from date at the rate of 10 per
cent per annum, and if the interest be not paid annually to become
compounded and bear the same rate of interest.

W

Due

D. J. G. L.

S. W. Crawford

Interest up to Nov. 14th 83
received Dec 3-83.

H. Weiss

Interest paid to Nov. 14th
1884.

Filed Dec 28/83
H. B. Tugger
cen

Henry Wiser Plaintiff

Against

Samuel W. Crawford Defendant

In the Circuit Court of
Jefferson County Missouri
To January Term 1889

The Plaintiff states that the defendant together with one E. S. Pyle by their promissory note which is herewith filed dated November 14th 1882 promised for value received to pay to the Plaintiff twelve months after the date thereof the sum of One Hundred Dollars together with interest thereon at the rate of ten per cent per annum interest payable annually and if not paid annually to become as principal and bear the same rate of interest; that defendant signed ^{as one of the makers thereof} said note before the delivery of the same to plaintiff, and in signing said note signed his name on the back thereof; that the interest has been paid on said note up to November 14th 1884; that plaintiff is still the owner and holder of said note and that the amount of the principal thereof and interest accrued since November 14th 1884 are still due and owing to the plaintiff and for which he asks judgment.

James F. Green
Atty for Plaintiff

Henry Mae RR

vs

Sam'l. W. Crawford & Co

Action on Note

Petition

Filed Dec 28th 1888

W. B. Nease
clerk

SUMMONS.

STATE OF MISSOURI, }
COUNTY OF *Jefferson* } ss.

IN THE CIRCUIT COURT.

The State of Missouri to the Sheriff of *Jefferson* County, GREETING:

WE COMMAND YOU TO SUMMON

Samuel H. Crawford,
Defendant

be found in your County, to appear before our Circuit Court, to be holden within and for the County of
Jefferson, at the Court House, in the *Town*
of *Hillsboro*, in said County, on the first day of the next term thereof, to be
begun and held on the *second* Monday in *January*
next, A. D. 18*89*, then and there, before the Judge of our said Court to answer the petition of

Henry Wise

(a certified copy of which said petition is herewith annexed.) And have you then and there this Writ, with
the return of your action thereupon.

Witness my hand as Clerk of said Court, and the seal thereof.

Done at office in *Hillsboro*
in the County aforesaid, on the *28th* day of
December A. D. 18*88*

W. B. Veazey Clerk.

By _____ Deputy Clerk.

Executed the within Writ in the County of

and State of

Missouri, on the day of

18, by

I acknowledge service of the within writ and
waive the necessity of service by a proper officer.
December 29 - 1888.

FEE, \$

S. W. Crawford
by Thomas & Horine Attorneys

Sheriff

Co., Mo.

By

Deputy.

STANDARD PRINTING CO., MANHATTAN, MO.

46
No. 722

SUMMONS.

Jefferson Co. Circuit Court,

January Term, 1889

Henry Wise

vs.
S. W. Crawford

Witness my hand as Clerk, and the seal of said Court. Done
this day of 18
at office in
Clerk.
Deputy.

STATE OF MISSOURI,
COUNTY OF
I, }
ss. }
Clerk of the Circuit Court in and for said County, hereby certify that the foregoing is a true copy of the
original Summons in the cause therein named, as the same appears on file in my office.

MOTION TO REQUIRE SECURITY FOR COSTS.

(Rev. Stat., Sec. 986-2868.)

Henry Wise
 Plaintiff
 AGAINST
Samuel W Crawford
 Defendant
 In the *Circuit*
 Court *26th Judicial Circuit*
Jefferson County,
 STATE OF MISSOURI,
January Term, 1889.
 NOW COMES *Samuel W Crawford*

and moves the Court to make a rule upon the Plaintiff in the above entitled cause, to give security for costs in said cause, for the reason following, viz:*

- 1st Because the plaintiff is insolvent and unable to pay costs.
 - 2nd Because the plaintiff is so unsettled as to endanger the officers of the Court with respect to their legal demands.
- S. W. Crawford*

Subscribed & sworn to before me this 31st day of December 1888.

Wm. F. Edinger
 Notary Public
 Term expires Feb. 20th 1889.

*For general convenience, the grounds upon which the law authorizes security to be required, are here given, as near as may be, in the language of the Statute.

First—That the Plaintiff has become non-resident since the commencement of this suit, and has ceased to reside in the State.

Second—That the Plaintiff is unable to pay the costs of this suit.

Third—That the Plaintiff is so unsettled as to endanger the officers of the Court with respect to their legal demands.—Rev. Stat., Sec. 986.

No.

Building & Loan Association

Court

January Term, 1889

Henry Rice

vs.

Plaintiff

Samuel W. Crawford

Defendant

MOTION OF

Samuel W. Crawford
Defendant

TO REQUIRE SECURITY FOR COSTS.

Filed *January 10th* 1889

A. B. Yeager

Clerk.



Henry Weiss Plaintiff
vs
Samuel W Crawford Defendant

In Circuit Court of Jefferson
County Missouri.

We the undersigned hereby
bind & obligate ourselves to pay all
Costs which have accrued or which
may accrue in above Cause.

March 5th 1889. A. Wise
Bakewell & Munroe
Taken and approved this 12th day of March
1889

D. B. Veazey Clerk Circuit Court
Jeff. Co. Mo.

Henry Weiss Plaintiff
vs
Samuel W. Crawford Defendant

In Circuit Court of Jefferson
County Missouri.

We the undersigned hereby
bind & obligate ourselves to pay all
Costs which have accrued on which
may accrue in above Cause.

March 5th 1889. H. Weiss
Bakewell & Munroe
Taken and approved this 12th day of March
1889

D. B. Veazey Clerk Circuit Court
Jeff. Co. Mo.

N. Weiss Refd

to

J. H. Crawford Dofr

Amount for cost,

Filed March 12/89

J. B. Newby
clerk

State of Missouri, County of Jefferson ss
In the Circuit Court.

To January Term 1889.

Henry Wise plaintiff

vs

} Action on a note.

J. M. Crawford defendant.

Now on this day comes the defendant and for answer to plaintiff's petition denies that before the delivery of the note sued on, or at any other time this defendant made himself or became a maker of said note by writing his name upon the back of said note or otherwise. Defendant avers that at the time he placed his name upon the back of said note it was agreed between defendant and the plaintiff that defendant sign his name as the accommodation endorser of the maker of said note and to be liable for the payment of said note as such accommodation endorser and not otherwise.

Defendant avers that when said note became due and payable the plaintiff did not demand payment thereof, of or from the maker of said note nor did the plaintiff at the time said note became due or at any time notify this defendant of the failure of the maker of said note to pay the same nor did the plaintiff ever protest said note for non-payment. Defendant further avers that at the time said note became due and for a long time thereafter the maker thereof

John Lincoln Cornish
20 June 7, 1884

Henry Wise
reff.

x } note

Sam Crawford
deft.

Answer

Filed March 30th 1884
D. O. Vandy
cen

Thomas & Horne
for deft.

was solvent and amply able to pay the same,

Wherefore the premises considered defendant
prays to be discharged hence without day
and that he recover of and from the plaintiff
his costs in this behalf expended,

Thomas & Horne

Attorneys for defendant,

SUBPOENA--CIRCUIT COURT.

STATE OF MISSOURI, COUNTY OF JEFFERSON, } SS.

No. 5

THE STATE OF MISSOURI, To

*O. M. Moore**You are Hereby Commanded*, That setting aside all manner of excuse and delay, you be and

appear in proper person, before the Judge of our Circuit Court, at the Court House in the Town

of Hillsboro, ~~within~~ 16th

and for said County, on

day of

*May**A. D. 1889*, then and there

to testify and the truth to speak in a certain matter of controversy now pending in our said Court,

wherein

Henry Davis is

Plaintiff

and

W. C. Crawford is

Defendant

on the part of said

, and this you shall in no

wise omit. And the person or officer serving this writ is commanded to have the same at the time and place aforesaid, certifying thereon his return.

WITNESS my hand and the seal of our said Court. Done at

office in Hillsboro, in said County, this

3rd

day of

*May**A. D. 1889**O. M. Moore*

Clerk.

By

Deputy Clerk.

SUBPENA.

No. 5

CIRCUIT COURT

Of Jefferson County, Missouri,

May Term, 1889

Henry Weiss

VS.

S. H. Crawford

PLAINTIFFS'

~~DEFENDANTS~~

WITNESSES

Day of Trial

May 16th

O. M. Munroe

Filed May 13th 1889
D. B. Kugler
cen

FEB, \$ 1.50

RETURN.

I hereby certify that I served the within Writ in the County of Jefferson, and State of Missouri, on the 8th day of May 1889, by placing in the hands of within named or named

E. B. Mauphin
Shirley of letter
and given to clerk

SUBPOENA--CIRCUIT COURT.

STATE OF MISSOURI, COUNTY OF JEFFERSON, } SS.

No. 21

THE STATE OF MISSOURI, To

E. J. Oyle*You are Hereby Commanded*, That setting aside all manner of excuse and delay, you be andappear in proper person, before the Judge of our Circuit Court, at the Court House in the Town
of Hillsboro, within and for said County, on Thursday the16th

day of

MayA. D. 1889, then and there

to testify and the truth to speak, in a certain matter of controversy now pending in our said Court,

wherein

HenryWard

is

is

Plaintiff,

and

J. M. Leonard

is

Defendant,

on the part of said

pleasently

, and this you shall in no

wise omit. And the person or officer serving this writ is commanded to have the same at the
time and place aforesaid, certifying thereon his return.

WITNESS my hand and the seal of our said Court. Done at

office in Hillsboro, in said County, this

3rd

day of

MayA. D. 1889J. B. Veary

CLERK.

By

DEPUTY CLERK.

SUBPENA.

No. 2

CIRCUIT COURT

Of Jefferson County, Missouri,

May Term, 1889

Henry Weiss

vs.

S. H. Crawford

PLAINTIFFS'

~~DEFENDANTS~~

WITNESSES

Day of Trial

May 16th

E. S. Pyle

Fees, \$

50

RETURN.

Franklin

Missouri, on the

14th day of May 1889, by
Franklin to serve to the witness
named E. S. Pyle

1889, by

J. H. Blear

Shenick

Franklin & Co, m

Filed May 13th 1889
D. B. Blear

SUBPOENA--CIRCUIT COURT.

STATE OF MISSOURI, COUNTY OF JEFFERSON, } ss.

No. 11

THE STATE OF MISSOURI, To

E. J. Pyle

You are Hereby Commanded, That setting aside all manner of excuse and delay, you be andappear in proper person, before the Judge of our Circuit Court, at the Court House in the Town
of Hillsboro, within and for said County, on

16

day of

May

A. D. 1888, then and there

to testify and the truth to speak, in a certain matter of controversy now pending in our said Court,

wherein

Henry Meras

Plaintiff,

and

J. M. Crawford

Defendant,

on the part of said

J. M. Crawford

, and this you shall in no
wise omit. And the person or officer serving this writ is commanded to have the same at the
time and place aforesaid, certifying thereon his return.

Witness my hand and the seal of our said Court. Done at

office in Hillsboro, in said County, this

6

day of

May

A. D. 1888

J. J. Deary

Clerk.

By

DEPUTY CLERK.

SUBPENA.

No. 11

CIRCUIT COURT

Of Jefferson County, Missouri,

May

Term, 1889

Henry Weiss

S. W. Crawford vs.

PLAINTIFFS' }
DEFENDANTS' } WITNESSES.

Day of Trial

May 16

E. S. Pyle

Filed May 13th 1889
203 N. Main St.

FEB, \$ 50

RETURN.

I hereby certify that I served the within Writ in the County of Jefferson, and State of Missouri, on the 6th day of May, 1889, by

Reading the within Subpoena in the hearing of E. S. Pyle

E. S. Pyle

Henry Weiss Pelf

vs

J. W. Crawford deft.

In Cir Ct Jeff Co Mo.

Testimony & deposition of E. S.
Pyle taken May 7th 1889.

E. S. Pyle being sworn on his oath
states

Q - Are you one of the parties who executed the note sued on in this cause dated Nov 14th 1882.

Ans. I am

Q. Who loaned the money for which this note was given.

Ans. Henry Weiss the plaintiff.

Q. State the circumstances connected with the borrowing of the money & the giving of the note.

Ans. I wanted a \$100 & I ascertained that Mr. Weiss had that amount to loan. I went to him and he told me he could let me

he could let me have it. He said
nothing at that time about security
but I told him I could satisfy
him. - I drew up the note with
the intention of having my son
Charles sign it with me. After
the note was drawn up, I took the
note to Mr Crawford ^(the deft) & asked him
if he would endorse it for me. My
son was away & I needed the
money before he would return.
Mr Crawford ~~endorsed~~ wrote his
name across the back of the note
and I took it to Mr Weiss and
he examined it and gave me
the money on it. - When I took the
note to Weiss there was nothing
R. ~~was~~ by either of us that I can re-
member about Mr Crawford's signa-
ture.

E. S. Pyle
Subscribed & sworn before
me this 7th day of May
1889

H. H. H. H. H.
Notary Public
My term expires
July 10th 1891

Henry Weiss Esq
or
Wm Crawford Esq

Reproduction of
E. A. Pyle

Filed May 7th 1884

W. B. Lewis
Clerk

Henry Weiss Plaintiff

vs
Sam'l W. Crawford Defendant

Now comes the Plaintiff and for replication to the answer of defendant in the above entitled cause denies each and every allegation of new matter in said answer contained, and having fully replied plaintiff prays judgment

J. F. Green
Atty for Plff

Henry Weiss Dth
as
W. Crawford Sept

Repetition

Filed May 13th 1889
J. J. George
clerk

Henry Weiss Plff

^{vs}
A. W. Crawford Def.
In Circuit Court Jeff. Co. Mo.

Now comes the plaintiff and moves
the Court to strike out the following
portion of the answer of defendant
in this Cause viz: "

"Defendant further avers that at the time
said note became due and for a
long time thereafter the maker thereof was
solvent and amply able to pay the same"

And for reasons for this motion plain-
tiff avers that said matters stated in
said answer are irrelevant and im-
material and constitute no defense
in this cause.

J. F. Green
Atty for Plff

Henry Weiss
to
JH

Wm. Crawford
JH

Motion to strike as
part of deft's answer.

Filed May 16th 1889
JTB
cler

1	1	J. C. McMullin	
	2	~~W. W. Lewis~~	1
2	3	Robert Richardson	
	4	~~C. W. Nelson~~	# 1
3	5	W. H. Cape	
4	6	J. C. Cape	
5	7	Ed Gowan	
	8	~~Louis Kleneschmidt~~	2
6	9	T. C. Shannon	
	10	~~Henry Mann~~	3
7	11	Franky Grimm	
	12	~~Peter Blumigau~~	3
8	13	Gus Richter	
9	14	H. C. Morling	
10	15	Leicester Moss	
11	16	J. M. Bailey	
12	17	B. C. Berry	
	18	~~J. E. Nelson~~	✓

Specs

at

Kennsford

Parcel

Filed May 16/1889
J. D. Nease
can

The court instructs you gentlemen of the jury as follows in the case of Henry Wis against J. W. Crawford.

It is conceded by both parties to this action that defendant Crawford put his name on the back of the note sued on before it was delivered to plaintiff & that defendant is neither the payee nor an indorsee of said note. This being so, the law ^{presumes} that defendant was a maker of such note and as such he is taken in this case. But this presumption may be overcome by evidence to the contrary. Now if you believe & find from the evidence in the case that defendant signed said note as an endorser and not as a maker then he is not liable

in this case. But in order ^{for you} to find that
defendant was ~~indorse~~ and not maker
of the note in suit ~~you~~ ^{you} must find
from the evidence in the case that
plaintiff and defendant understood
it in that way. It is not enough
that Mr. Pyle & Mr. Crawford so
understood ^{it} but if plaintiff did
not so understand it at the time
the note was taken then defendant
is liable no matter what Crawford
& Pyle may have understood.
If you find for the plaintiff you
will return a verdict for \$537.34 that
being the principal & interest of said
note now. If ^{you} find ^{for} defendant
you will return a verdict for him.

Miss
as
Grandford

Wethers

Filed May 16th 1889
J. D. Neasey
Clerk

Misc
against
Crawford }

Refused
Horton
Judge

If the jury believe from the evidence
in this case that the Plaintiff
made Pyle his agent to get
security and that Pyle got
Crawford to sign it as ~~indorse~~
an accommodation indorser
then the Plaintiff is bound by
Pyle's agreement with Crawford

Ther's

Crossfine

Refused Autograph

Paris May 17/1859
Chalons
cey

We the jurors find the issues for the plaintiff
in the case of Henry Wicks against S. W.
Crawford and assess his damages at
the sum of one hundred & fifty three ⁷³/₁₀₀
dollars.

J. C. Cate
Foreman

Mees
as
Grand

Verde ch

Filed May 16th 1884
J. D. O. Wager
Colon

Henny Weiss
vs.
S. W. Crawford

No.

STATEMENT OF COSTS.

DATE.	ITEMS.	Plaintiff's Costs.	Defendant's Costs.	TOTAL.
	Trial by Jury May 16 th 1889			
	Verdict & judgment for Plaintiff Amt \$153.23 13-	Costs \$31		
	<i>D. B. Veazey Clerk</i>			
	15 files ²⁵ / Halocin ²⁰ / Appfor ²⁰ / 3 spas ²⁵		1 90	
	Copy petars ²⁵ / Writ ¹⁰⁰ / copy crs ⁶⁰ / Jury ²⁵		3 10	
	Verd ³⁰ / Tugst ⁵⁰ / Bond ⁵⁰ / 2 motions ⁴⁰		1 70	
	2 orders ⁴⁰ / Ans. ³⁰ / Replication ³⁰ / F. file ¹⁰		1 00	
	Doca It ¹⁰ / Cost ¹⁰ / Copy ¹⁰		30 ✓	7 10
	<i>T. S. Black Shiff</i>			
	Serving one Spa			50
	<i>E. B. Maupin Shiff.</i>			
	Serving writ ¹⁰⁰ / 2 spas ¹⁰⁰ / 2 calls ¹⁰⁰			2 10
	<i>Jury</i>			
	12 men one day			17 00
				21 70
	Attent			
	<i>D. B. Veazey Clerk</i>			

Paul Smith 5/1889
D. B. Veazey
clerk

26.70
- 20.00
46.70

Henry Pees
Cor
S. M. Crawford

Paid by both

Third June 1889
A. O. Hoag

6423

No.

Box

Kennick

Court,

Jefferson

County.

Ademy Meis

vs.

Samuel W. Crawford

Cause of Action

Not

Filed

December 28th

1888

John W. Meis

CLERK.

J. F. Green

PLAINTIFF'S ATTORNEY.

Thomas W. Meis

DEFENDANT'S ATTORNEY.

(541)

STANDARD PRINTING CO., HANNIBAL, MO.

LIST OF PAPERS IN THIS SUIT.

Jan 14/89 Motion for account

13-424

" 15 " *Motion* Order for final decree Jan 13-429

May 13 " *Replection* " 519

" 15 " *Motion to strike out* " 533

" 16 " *Order to strike out* " 534

" " *Verdict*