

Jefferson County Circuit Court
Case Files - Civil
August 1824 No. 8

Box 1 Folder 22

Clark, Nathaniel
vs
Rankin, James

Covenant

Defendant failed to deliver 16,000
pounds of lead to plaintiff; \$2,000
damages

In the Circuit Court

August Term 1824

Jefferson County Court, Nathaniel Clark Complain-
of James Rankin of a plea of Covenant broken -
For that whereas the said Rankin on the nineteenth
day of August in the year of our Lord one
thousand eight hundred and nineteen, at Heren-
-cum in the said County of Jefferson of
Jefferson the said James Rankin and one
Jesse A. Boyce who is not a resident of this
State, made their certain deep hole of that
State, which is now run to the Court House
and thereby jointly and severally covenanted
with the said Nathaniel Clark and one
James Clark (who has since departed this life,
to wit at the County of Jefferson aforesaid,
to wit the first day of January eighteen
hundred and twenty three, and whom the
said Nathaniel has survived) that they
the said James Rankin and Jesse A. Boyce
or either of them would deliver to the said
James & Nathaniel sixteen thousand pounds
of good merchantable Lead, by the twentieth
day of October (then) next at Heren-cum

aforsaid, and the said Nathaniel in fact
says that the said James Rankin and Jacob A
Boyer did not nor would deliver to the
said James and Nathaniel or either of them
the quantity of lead aforsaid or any
part thereof, by the said day in that behalf
above mentioned or at any time since,
nor have they or either of them delivered
the said lead or any part thereof to the
said Nathaniel, since the death of
the said James as aforsaid, but the
same and every part thereof still remains
due and undelivered to the said Nathaniel
and so the said Nathaniel says that the
said James Rankin and Jacob A. Boyer have
not kept their said Covenant so by them
made as aforsaid but have broken
the same to his damage two thous-
and dollars.

And also for that whereas before
Court, on the day and year aforsaid,
at St. Charles in the said County
of Jefferson the said James Rankin
and the said Jacob A. Boyer made their
Certain other deed pole of that date,
which is now here to the Court shown

but have broken the same, to his damage
Two Thousand dollars.
And to recover the damages in the two Courts
specified, the said Nathaniel brings
his suit.

Worth for Jth.

Nathaniel Clark }
James Rankin }

I John Findley acknowledge my self
indebted to the defendants in the above action
and all officers of the Court for the
payment of the costs in the above
action, as security for the plaintiff
Nathaniel Clark who is not
a resident of this State -
Given under my hand and seal this
22^d day of July 1834.

Findley Seal

State of Missouri }
Jefferson County } Sec. The State of Missouri
To the Sheriff of said County, Greeting:—
You are hereby commanded
to summon James Rankin if he may
be found in your bailiwick that he
be and appear before the Judge of
our Circuit Court, at the next term there-
of, to be held in the town of Beresford
within and for the County of Jefferson on
the second Monday of August next then
and there to answer unto Nathaniel Clark
of a plea of Covenant by him broken
to the damage of the said plaintiff
Two Thousand dollars and have you
then there this writ.

Witness Samuel W. Lewis Clerk of
our said Court at office this twenty-third
day of July A.D. one thousand eight hundred
and twenty-four and of the Independence
of the United States the forty-ninth

Samuel W. Lewis Clerk Jth Clk

and thereby jointly and severally covenanted
 with the said Nathaniel Clark and one
 James Clark who is since dead, and whom
 the said Nathaniel has survived, to pay
 to the said James and Nathaniel six
 hundred and forty two dollars and forty
 two cents, in good merchantable lead
 at five cents per pound, the said lead
 to be delivered at that place (to wit
 Lawrence and aforesaid) by the first
 day of May then next. And the said
 Nathaniel in fact says that the said
 James Rankin and Jacob A. Boyer did not
 and would not pay the sum of money
 aforesaid in lead as aforesaid, nor deliver
 the said lead or any part thereof at the
 time and place in that behalf above specified,
 to the said James and Nathaniel in the
 life time of the said James, or to the said
 Nathaniel since the death of the said
 James, but the same and every part thereof
 still remains due, payable and delivera-
 ble to the said Nathaniel, at Huelan-
 -sum aforesaid. Therefore the said Nathan-
 -iel says that the said James Rankin &
 Jacob A. Boyer have not kept their said
 Covenant so by them made as aforesaid

W.D. 18.

August 1824

Nathaniel Clark

James Rankin

James Rankin

This is an action of Cove-
 nant and a writ of
 two thousand dollars

for a sum of money

page 23^d July 1824

James A. Boyer

James A. Boyer

Sum 24th July 1824

Superior - \$1000

James A. Boyer

James A. Boyer

James A. Boyer