

June 1828, No. 1

Garnett, Joseph W.

vs

Evans, Joseph

Assumpsit

Debt \$1,000

State of Missouri } In the Circuit Court
County of ~~Jefferson~~ }
Societ } June Term 1828

Joseph W. Garratz by
Magnus his attorney complains of Joseph
Evans of a plea of trespass on the case for
that whereas the said Joseph Evans here-
tofore to wit on the first day of January
in the year one thousand eight hundred
and twenty eight at the County aforesaid
was indebted to the said Garratz in the
sum of one thousand dollars good and
lawful money of the United States for di-
vers goods, wares and merchandises
by the said Garratz before that time
sold and delivered to the said Evans
and at his Special instance and re-
quest and also in the further sum
of one thousand dollars like lawful
money as aforesaid for the work and
labor, care, and diligence of the said
Garratz and of his servants before that
time done performed and bestowed in and
about the business of him the said
Evans and for the said Evans and
at his Special instance and request
and also in the further sum of

One thousand dollars like law full money
as aforesaid for so much money by the
said Garraty before that time lent and
advanced to the said Evans and at his
Special instance and request and also
in the further sum of one thousand
dollars like law full money as aforesaid
for so much money by the said Garra-
ty before that time paid laid out and
expended for the use of the said Evans
and at his like special instance and
request and also in the further sum
of one thousand dollars like law-
ful money as aforesaid for so much
money by the said Evans before that time
had and received to the use of
the Garraty. And being so indebted
in the said Evans afterwards
to wit on the day and year last a-
foresaid at the County aforesaid
undertook and then and there faith-
fully promised him the said Garraty
to pay him the said several sums
of money in this Court mentioned
when he the said Evans should
be there unto afterwards requested.

Nevertheless the said Evans
although often requested hath not
as yet paid the said several sums

sum of money in this Court-mentioned
~~Allen~~ any nor either of them nor any
part thereof but to do the same the
said Evans hath hitherto wholly ne-
glected and refused and still doth
neglect and refuse to the damage of
the said Garraty of one thousand
dollars & therefore he brings his suit for

Magnus
attys for plff

State of Missouri
County of Jefferson
To-wit

Chauncy

Smith
C. Lessor ~~Clerk~~ of the Circuit Court for
the County aforesaid personally appeared
Joseph W. Garraty the Plaintiff in the within
in declaration and made oath that Jo-
seph Evans the defendant in said decla-
ration mentioned is justly indebted to
him said Garraty in the sum of three
hundred and ninety seven dollars of a
real subsisting and unsatisfied cause
of action, being for goods, wares, and mer-
chandise, furnished, and for cash lent and
advanced and for money paid laid out
and expended for, And to him said Evans
and all at the special instance request
of him the said Evans, and is part
and parcel of the several sum of mo-
ney in said declaration mentioned and

the same cause of action in said declaration set forth. And this affiant further saith that the said Joseph Evans as this affiant has been informed and verily believes is about to leave this State, that he has no property or effects in this State sufficient to satisfy said demand and that unless said Evans is held to bail in a sum sufficient to secure said debt and costs this affiant will lose the same

Sworn and subscribed to before me this 20th day of March 1828

Chauncy Smith Clerk

[Signature]

No 1 82

Joseph W. Evans

Joseph Evans

This is an action of the Truckee on the case

Damages \$1000

Money for debt

Filed March 20th 1828

Chauncy Smith Clerk

On the 20th day of March 1828 Chauncy Smith Clerk of the County of Jefferson County

will take Bond of Defendant in the sum of \$5000

Chauncy Smith Clerk

9.68
2.01
3.36
1.82
4.64
21.42

Costs for \$1.50

by C. M. and J. M.

County of Jefferson

Entered by Recording the within Declaration and writ to Joseph Evans and taking his bond with J. Evans security March 22 1828 J. Evans

The State of Missouri

To the Sheriff of said County. Greeting

You are hereby commanded to take Joseph Evans (if he be found in your County) and him safely keep so that you have his body before the Judge of our Circuit Court at the next Term thereof to be held at the Town of Mercur in and for said County on the first Thursday after the fourth Monday of June next. Then and there to answer unto Joseph W Garity of a plea of trespass on the case to the damage of the said plaintiff One thousand dollars. And have you then there this writ.

Witness Chauncey Smith Clerk of our said Circuit Court at office the twentieth day of March in the year eighteen hundred and twenty eight.

Chauncey Smith Clerk

Know all men by these presents that we
Joseph Evans ~~as~~ principal, & Timothy Davis as
his Bail are held & firmly bound to Joseph W.
Garnett in the sum of five hundred dollars
for the payment whereof well & truly to be
made we bind our selves firmly by these
presents sealed with our seals & dated this
22nd of March 1828—

The condition of the above obligation
is such that whereas the above Joseph W. Garnett
is such that whereas the above Joseph W. Garnett
=ly has instituted in the Circuit Court of the
County of Jefferson in the State of Missouri. his
certain suit, returnable to the next term of said
Court ~~next~~ ensuing, in which suit, a writ of capias
has been issued & bail required in the sum of
five hundred dollars. Now if judgment in said
suit shall be rendered against the said Joseph
Evans, and he shall pay & satisfy the same
or render his body in Execution, or if the
said Timothy Davis shall do the same for
him then this obligation to be void else to
remain in full force

Jos. Evans 

Timothy Davis 

Joseph Evans }
and } asumpit
Lo W Garretty }

And the said Joseph Evans by
Gey his attorney comes and defends the wrong
and injury when he and says that he did
not undertake and promise in manner
and form as the said plaintiff hath
above thereof in his said declaration
alleged And of this he puts himself
upon the country &c
Geyss for deff

And for further plea in this behalf the
said defendant says that the plaintiff ought
not to have or maintain his aforesaid action
thereof because he says that he the
said defendant did not at any time
either ~~before~~ ^{or} next before the com-
mencement of this suit by the said plaintiff
in this behalf undertake or promise in
manner and form as the plaintiff
hath above thereof alleged and that
the said defendant is ready to verify
wherefore he prays judgment if the
said plaintiff ought to have or maintain
his aforesaid action thereof &c

Geyss for deff

Guaranty
or
Guaranty
Plea

Filed June 26th 1898
Chas. Smith Clerk

Joseph Evans

ads

Joseph Wharmby } In a summary
additional pleas

And now at this day again
comes the said defendant and for further
plea in this behalf and says that the
said plaintiff ought not to have or main-
tain his aforesaid action thereof against
him the said defendant, because he
says that before the commencement
of this suit to wit on the first day
of March in the year of our Lord eighteen
hundred and twenty eight at the county
aforesaid he did well and truly pay
to the said plaintiff the said several
sums of money in the declaration men-
tioned, and this he is ready to verify
wherefore he prays judgment if the
said plaintiff ought to have or maintain
his aforesaid action thereof against
him &c

Grays J. ad. 5 -

And for further plea in this behalf the
said defendant says that the said plaintiff
ought not to have or maintain his aforesaid
action thereof because he says that he
for and at the commencement of this
suit to wit on the first day of March in
the year of our Lord one thousand eight
hundred and twenty eight to wit at
the county aforesaid, the said plaintiff

was and still is indebted to the said
defendant in divers large sums of money
to wit, in the sum of ~~two~~ thousand dollars
for money by the said defendant
before that time lent and advanced to
and paid laid out & expended for the
said ~~defendant~~ plaintiff at his instance
& request and for like money by the
said plaintiff before that time had
and received to & for the use of said
defendant - And also for divers goods
wares and merchandize by the said de-
fendant before that time sold and de-
livered to said plaintiff at his like
request - and also for the work and
labour care and diligence of the said
defendant before that time done performed
and bestowed in and about the business
of the said plaintiff and at his like request
and this the defendant is ready to verify - &
this defendant is ready & willing and offers to
set off ^{& allow} so much of the said ~~sum of~~ ^{demand}
the said plaintiff as shall be proved
at the trial, against the said last mentioned
sum of money - Wherefore the said
defendant prays judgment of the said
plaintiff ought to have or maintain his afore-
said action thereof and also that the said
defendant recover so much of his demand
aforesaid as shall exceed the demand of the
plaintiff to be proved at the trial &c
Exoner judgment -

Filed Oct 31st 1888
C Smith Clerk