

Tofferson County Circuit Court
Case Files

March 1836

Hammond, John, Adm.

Hammond, William

vs

Hickman, Joseph

Assumpsit

Debt \$135 note; \$200 damages;
Real estate attached

Box

2 Folder 48

The State of Missouri Jefferson County to wit
To the Sheriff of Jefferson County Greeting -
you are hereby commanded to attach ~~Hickman~~^{his lands}
Joseph Hickman by (all and singular) ^{his goods}
chattels movables effects and credits or so much thereof
as shall be sufficient to satisfy the sum of one
hundred and thirty five dollars with interest from
the first day of September 1835 with interest and
costs of suit in wheresoever hands or possession
the same may be found in said County so that he
be and appear before the Honorable William Scott Judge
of the Circuit Court of Jefferson County on the first
Monday in March next being the Seventh day
to answer John Hammond Administrator of
William Hammond of a plea of debt as per the
annexed account stated and sworn to and that
you summon the said Joseph Hickman to
appear before the Circuit Court of Jefferson County
on the first Monday in March next 1836 and
also that you summon ~~on all~~ such as Garnishees
found in the County as directed by the Plaintiff
to appear before the said Court at the time and
place aforesaid to answer such Interrogatories
as the Court may propound to him and have
you then and there this writ

Witness Abraham Jarrett Clerk of
said Circuit Court this 15th day of
February 1836

Abm Jarrett Clk & Co

Jefferson County State of Missouri

Dr Joseph Hickman } by John
To } Hammond
William Hammond } Administrator

To amount of your note due on the first day of September 1835 for \$135-00
Legal Interest from the first day of September 1835
The above note was put into the hand of Samuel
Woodson Esq Late Clerk of Jefferson County
Circuit Court for to have an attachment
issued in the above case and in consequence
of the said Samuel Woodson ^{decease} the note cannot be
found and no Issue having been made thereon
I have filed this amount as the cause of action
This fifteenth day of February 1836

John Hammond Against

State of Missouri Jefferson County to wit
on this fifteenth day of February 1836 personally appeared
before the Subscriber Clerk of Jefferson County Circuit
Court John Hammond Administrator of William
Hammond of Jefferson County deceased and made
oath according to Law that the above amount and
Statement is Just and true and that the above
Balance as stated is Justly due and that he doth
not know of any Credits or Set off against said note nor
does he believe that there is any Legal or
Just Credit or Set off against said note

and that the defendant Joseph Hickman is not
at this time a resident of the State of Missouri but
this deponent believes the said Joseph Hickman is
a Resident of ~~Illinois~~ ~~and therefore~~ ~~prays~~ ~~and~~
the State of Illinois -

Sworn to before
Abm - Garrett Clerk & C

deposed February 16th 1836

March Term 1836
John Hammond vs
William Hammond
vs J. Attachment
Joseph Hickman
Demand \$1500

Levie the within Attachment the 16th day of
February 1836 on the following described Tract of
Land situate lying and being in the County of Jefferson
on the Mississippi River and is the Tract of Land owned
by the Defendant containing one hundred and fifteen acres more
or less by the order of John Hammond plaintiff
the Defendant Joseph Hickman not found in my
balivick

J. M. Christian Sheriff

Jefferson Circuit Court

State of Missouri July Term 1836
Jefferson County J. P.

Joseph Hammond administrator of all
and singular the goods chattels and credits
~~which was~~ of William Hammond deceased at the
time of his death who died intestate.
by Lewis & Broggy his attorneys complains of
Joseph Hutcheson of a plea of trespass on the
case upon promises for that whereas heretofore
and in the life time of William Hammond
said deceased. to wit on the twenty first day
of August in the year of our Lord one thousand
Eight hundred and thirty five made his
certain promissory note in writing at the
County of Jefferson. and thereby then and then
promised to pay the sum of one hundred and
of September in the year of our Lord one
thousand Eight hundred and thirty five; William
Hammond one hundred and thirty five
dollars for value received. and which since
not being law but the said plaintiff cannot
proceed the same to the said Court here.
By ~~force~~ ^{means} of and by force of the statute
in such case made and provided. he
the said defendant became then and then
became bound to pay to the said
William Hammond. the said sum of one
hundred and thirty five dollars according
to the tenor and effect of said promissory
note. and being so called he the said
defendant. in consideration thereof afterwards
and in the life time of the said William
Hammond. to wit on the day and year aforesaid

at the county aforesaid, undutiful and
faithfully promised. The said William
Hammond to pay to the said William
the said sum of money in the said
promissory note specified according to the
term and effect of said note. Yet the
said defendant not regarding his said
said promise and undertakings but
contrary and intending to defraud and defraud
the said William Hammond in his life
time and the said plaintiff as administrator
as aforesaid. after the death of the said
William Hammond (to which the said
plaintiff after the death of the said William
tourt on the day of at the
County aforesaid administration of all and
singular the goods chattels and effects
what sum of the said William Hammond
deceased at the time of his death who died
intestate by the clerk of the County Court
within and for the County aforesaid according
to the form of the Statute in such cases
what said acts of administration ^{the paper to the}
~~made and~~ ^{made and} ~~promised~~ ^{promised} in this behalf hath
~~not~~ ^{not} as yet received the said sum of money
or any part thereof to the said William
Hammond in his life time or to the said
plaintiff since his death. although after
requested so to do but ^{so to do} he hath
wholly refused and still refuses to pay
the sum or any part thereof to the said
plaintiff to the damage of the said plaintiff
as administrator as aforesaid. Two more dollar and
thirty cents
Savvy. W. 2000. P. 2

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John Hume
adm Mr Hume
at 3rd St. N. E.
Lupat Station

Black & H. H. H. H.

1838

Henry C. Bates
delivered

Nov 1838

Long & H. H. H. H.