

Jefferson County Circuit Court  
Case Files - Civil  
July Term 1836

Box #

3

Folder #

2

Stevenson, John G.

vs

Fletcher, Clement B.

Assumpsit

Debt \$2,050

Jefferson Circuit Court.

July Term, 1836

Jefferson County, to wit: John G. Stevenson, by Trusten Polk, his Attorney, complains of Clement B. Fletcher, of a plea of Respondeo on the case,

upon promise, *first* For that, whereas, the said defendant, heretofore, to-wit: on the day of *January*, in the year of our Lord one thousand eight hundred and thirty-*Six*, at said county, *was* indebted unto said plaintiff, in the sum of *Two thousand and fifty* dollars, for the work and labor, care and diligence of the said plaintiff, by the said plaintiff, before that time done, performed, and bestowed, in and about the business of the said defendant, and for the said defendant, and at *his* special instance and request: AND ALSO, in the further sum of *Two thousand and fifty* dollars, of like lawful money, for divers goods, wares and merchandise, by the said plaintiff, before that time sold and delivered to the said defendant, and at *his* like special instance and request: AND ALSO, in the further sum of *Two thousand and fifty* dollars, of like lawful money, for money by the said plaintiff, before that time lent and advanced to, and paid, laid out and expended, for the said defendant, and at *his* like special instance and request: AND ALSO, in the further sum of *Two thousand and fifty* dollars, of like lawful money, for other money by the said defendant, before that time had and received to and for the use of the said plaintiff, ; and being so indebted, the said defendant, , in consideration thereof, afterwards, to-wit: on the day aforesaid, at the place aforesaid, undertook, and then and there faithfully promised the said plaintiff, to pay *him* the said several sums of money, in this count mentioned, when the said defendant, should be thereunto afterwards requested.

And whereas, also, said defendant, afterwards, to-wit: on the day and year, and at the county last aforesaid, accounted with said plaintiff, of, and concerning divers other sums of money from the said defendant, to the said plaintiff, before that time due and owing, and then in arrear and unpaid, and upon such accounting the said defendant *was* then and there found in arrear and indebted to the said plaintiff, in the further sum of *Two thousand and fifty* dollars, like lawful money, and being so found in arrear and indebted, said defendant, in consideration thereof, afterwards, to-wit, on the day and year last aforesaid, at said county, undertook, and then and there promised said plaintiff, to pay *him* the said last mentioned sum of money, when *he*, said defendant, should be thereto afterwards requested.

NEVERTHELESS, said defendant, , although often requested to do so, *has* not as yet paid said several sums of money above mentioned, or either or any part of either of them; but to do so *has* refused, and still refuse, to the damage of said plaintiff, of *Three thousand* dollars, and therefore *he* bring 3 . . . suit, &c.

J. Polk,  
Atty. of Plaintiff.

Jefferson Circuit Court.

John G. Stevenson  
v.

In Assumpsit.

Clement B. Fletcher. } I do hereby enter myself security for costs in this cause, and acknowledge myself bound to pay all such costs which may accrue in such action, according to the statute in such case made and provided. Dated May 30, 1836.  
Abner Hamilton, (S)

243

Suffolk Circuit Court.  
July term, 1836.

John B. Alexander

v.

Element W. Melcher

243

This is an action of Debt.  
Verdict, \$3.000.  
Set a return of non  
est a return of non

J. Robt. Atty.

Filed June 4<sup>th</sup> 1836

W. J. J. J.

For term 1836 cont?

Jefferson Circuit Court

July Term 1836

Jefferson County Court - John G. Stevenson by Truett  
Palk his attorney, complains of Clement D. Fletcher, of a  
~~complaint~~ plea of trespass on the case upon promises - For  
that whereas the said defendant here before court on the  
first day of January in the year of our Lord one  
thousand eight hundred and thirty six, at said County was  
indebted unto said plaintiff in the sum of two thousand  
and fifty dollars for the work and labor, care and  
diligence of the said plaintiff, by the said plaintiff before  
that time done, performed, and bestowed in and about  
the business of the said defendant, and for the said de-  
fendant and at his special instance and request, And  
also in the further sum of two thousand and fifty dollars  
of like lawful money, for divers goods wares and Mer-  
chandise by the said plaintiff before that time sold and  
delivered to the said defendant, and at his special instance  
and request, And also in the further sum of two thou-  
-sand and fifty dollars of like lawful money for money  
by the said plaintiff, before that time lent and advanced  
to and paid, laid out and expended for the said defendant  
and at his <sup>like</sup> special instance and request, And also  
in the further sum of two thousand and fifty dollars of  
like lawful money, for other money by the said defendant  
before that time had and received to and for the use of the  
said plaintiff, and being so indebted the said defendant  
in consideration thereof afterwards to wit on the day  
aforesaid at the place aforesaid, undertook and then & there  
faithfully promised the said plaintiff to pay him the said  
several sums of money in this Court mentioned, when the  
said defendant should be thereunto afterwards requested

And whereas also said defendant afterwards to wit on  
the day and year and at the County last aforesaid accounted  
with said plaintiff of and concerning divers other sums  
of money from the said defendant to the said plaintiff be-  
-fore that time due and owing and then in arrears and  
unpaid and upon such accounting, the said defendant

was then and there found in arrears and indebted to the said  
plaintiff in the further sum of two thousand and fifty dollars  
like lawful money, and being so found in arrears and indebted  
said defendant in consideration thereof afterwards, to wit on the  
day and year last aforesaid at said County undertook and  
then & there promised said plaintiff to pay him the said last  
mentioned sum of money, when he said defendant should  
be thereto afterwards requested - Nevertheless, said defendant  
although often requested to do so hath not as yet paid said  
several sums of money above mentioned or either or any  
part of either of them, but to do so hath refused and still  
doth refuse to the damage of the said plaintiff of three  
thousand dollars, and therefore he brings suit &c

J. Palk Atty. of plaintiff

A Copy Test

Henry P. Bates Clerk.

Stevenson

by { Declin  
Fletcher

Copy

State of Missouri  
Jefferson County 3 Sch

The State of Missouri to  
the Sheriff of Jefferson County, Greeting, These Command  
you that you summon Clement B. Fletcher that he be  
and appear before the Judge of our Jefferson Circuit  
Court - at a term thereof to be holden on Monday  
the fourth day of July next at the town of Herce-  
-lanum in the County of Jefferson aforesaid then  
and there to answer John L. Stevenson of a plea  
of trespass on the Case Damage three thousand dollars  
And have you then and there this writ, And that  
you then and there certify how you have executed  
this writ -

Witness Henry P. Bates Clerk  
Clerk of the said Circuit  
Court at his office this  
4<sup>th</sup> day of June in the  
year Eighteen hundred &  
thirty Six  
Henry P. Bates. C.C.

5 June 8th 1836

No 11

Stevenson  
vs { Summons  
Fletcher

Returnable to  
July term 1836

I served the within writ by reading in the  
presence and hearing of J. Stearns & J. Fletcher  
on the 8th day of June 1836

J. M. Garrison Sheriff  
of Jefferson County

Clement B. Fletcher  
John G. Stevenson.

In the circuit court  
3 July Term 1836

And the said Clement by A. B. his  
attorney comes out and deposes the jury and  
says to the jury and says that the said John  
ought not to have and mention his action  
against them against him, because he  
says that he did not intend to read  
opinion in manner and form as the said  
Plaintiff both in this behalf above charged  
against him and of this he the said Clem-  
ent B. Fletcher puts himself upon the jury

J. Polk  
Atty for Fletcher

Jefferson Circuit Court.  
July Term 1836.

John G. Stevenson

v.  
Clement B. Fletcher

And the said Plaintiff, as to the said  
plea of the said defendant, by him above pleaded,  
and whereof he hath put himself upon the jury,  
doth the like.

J. Polk,  
Atty of Plf.

Almonst O. Statham  
by  
John S. McNamee

Per subscription.

Price July 8<sup>th</sup> 1836.

Received of C. B. Fletcher One Thousand  
+ Eighty Two Dollars in full of all —  
Demands whatsoever

St Louis March 4. 1837

John G. Stevenson

The Clerk of the Circuit Court of  
Jefferson County Mo. will Cause the  
Suit to be Dismissed in the Case of  
John G. Stevenson }  
Vs } John G. Stevenson  
C. B. Fletcher }  
}

W. H. C. C. C.  
10. 1837

W. H. C. C. C.  
10. 1837