

Jefferson County Circuit Court
Case Files - Civil
August 1837

Box 3 Folder 30

Cadwallader, Isaac

vs

Parnell, Jacob

Breach of Covenant

Defendant failed to pay interest
or principal on \$150 note secured
by Francis Minea and Peter Minea;
Real estate attached

Supplement

No. 4991

RECEIVER'S OFFICE, *Albany* 5th Dec 18~~8~~34

Received from *Jacob S. Cornell* *Corn* the sum of *Eighty* *05/100* dollars
being in full for *W. Fred* *half* of section No. 25 — township No. 41 — range No. 5. *Ball*
containing *sixty four* *05/100* acres, at the rate of \$ 125 per acre. \$ 80,05—

Am. Albany
Receiver.

Bank of the United
States & branches \$80.00
Specie — 100.05

In or before the third day of December Eight-
teen, ^{hundred} forty five or either of us promise to
pay Isaac Edwards or his ^{Order} one hundred
and fifty dollars for Value Received bearing
Interest at ten per cent ~~per~~ annum from
the date hereof the Interest being paid yearly
or the note become due in default of the
Interest not being paid. Witness our hands
and seals ^{hereof} third day of December, and
thirty four

\$150

Isaac Edwards
J. H. Edwards

Lady Elizabeth
 Francis Manners
 Peter Alexander (son)

1500

1.25

45.41

41

State of Missouri }
County of Jefferson } 1st

Ninth Judicial Circuit

Isaac Badwalader plaintiff, Complainant of Jacob J. Parrell
defendant in custody of the Sheriff & of a plea of breach of
Covenant, for that whereas heretofore to-wit on the third
day of December in the year eighteen hundred and thirty four
at the County of Jefferson aforesaid, the said defendant together
with a certain Francis Meanea and a certain Peter Mea-
=nea, made and executed to the said plaintiff their certain writing
obligatory signed with their hands and sealed with their seals
which is now here to the Court Shown, the date whereof is
the same day and year aforesaid, by which said writing
the said defendant on the day and year first aforesaid
at the County of Jefferson aforesaid, covenanted with the
said plaintiff in substance as follows "On or before the
third day of December eighteen hundred and forty we
or either of us promise to pay Isaac Badwalader or his
order one hundred and fifty dollars for value received
bearing interest at ten per cent per annum from the date
hereof the interest being paid yearly, on the note become
due in default of the interest not being paid to-wit
our hands and seals this third day of December eighteen
hundred and thirty four - Nevertheless the said plaintiff
swears that the said defendant, hath not kept and per-
formed his said Covenant, but hath broken the same in
this to-wit, that the said defendant did not pay to the
said plaintiff on the third day of December in the year
eighteen hundred and thirty five the interest then due
on the sum of money in said Covenant mentioned at the
rate of ten per cent per annum to-wit the sum of fifteen
dollars to-wit at the County of Jefferson aforesaid or any
part thereof, nor did he pay to the said plaintiff on the
day and year last aforesaid the said sum of one hundred
and fifty dollars or any part thereof to-wit at the County
aforesaid, nor did the said defendant before the said

the said third day of December eighteen hundred and thirty four pay the said interest or the said sum of one hundred and fifty dollars to the said plaintiff to wit at the County aforesaid nor hath he since paid the same or the said one hundred and fifty dollars or any part of the interest that has since grown due thereon to the said plaintiff or any part thereof to wit at the County aforesaid. Nor hath the said James or Peter Meana at any time paid to the said plaintiff the said one hundred and fifty dollars or the interest due thereon at the expiration of a year from the date of said covenant, or that has since grown due thereon or either or any part thereof to wit at the County aforesaid, but the said defendant or the said James or Peter Meana to pay the said one hundred and fifty dollars or any part of the same or of the interest due thereon, have hitherto wholly failed and refused and still do refuse to the damage of the plaintiff of five hundred dollars and whereas afterwards to wit on the third day of December eighteen hundred and thirty four the said defendant at the County of Jefferson aforesaid made to the said plaintiff his certain writing obligatory signed with his hand and sealed with his seal which is now here to the Court shewing the date whereof is the same day and year aforesaid, by which the said defendant covenanted with the said plaintiff in substance as follows: On or before the third day of December eighteen hundred and forty the said defendant covenanted to pay to the said plaintiff the sum of one hundred and fifty dollars bearing interest at ten percent per annum from the date thereof paying the interest thereon yearly or in default thereof the ~~same~~ ^{same} to be due and payable

The plaintiff avers that the said defendant did not at the expiration of one year from the date of said covenant pay to the said plaintiff the interest then due thereon at the rate thereon mentioned. And the plaintiff in fact saith that the said defendant hath not paid to him the said plaintiff the said sum of one hundred and fifty dollars or any part thereof or ~~any~~ the interest thereon or any thereof or either of them to wit at the County aforesaid but the said

defendant to pay to the said plaintiff the sum of one hundred and fifty dollars or the interest due thereon or either or any part thereof hath hitherto wholly failed and refused and still doth refuse to the damage of the plaintiff five hundred dollars.

A. J. Green, for plaintiff

State of Missouri

County of Jefferson } Sec

The State of Missouri to the Sheriff of Jefferson County Greeting we Command you to attach Jacob J. Parnell by all and singular his land and tenements, goods, Chattels, moneys, credits and effects or so much thereof as shall be sufficient to satisfy the sum of One hundred and fifty dollars with interest from the third day of December eighteen hundred and thirty four at ten per cent per annum and costs of suit in whose hands or possession wherever the same may be found in the County of Jefferson aforesaid, we Command you also to summon the said Jacob J. Parnell that he do and appear before the Judge of our Arcant Court to be holden within and for the County of Jefferson at Heretofore on the second Monday after the fourth Monday of July next it being the seventh day of August — next to answer Isaac Cadwallan of a plea of breach of Covenant damage five hundred dollars and have you then there this writ with you Henry O. Bates Clerk of our said Court at office this seventeenth day of April Eighteen hundred and thirty seven

Henry O. Bates Clerk &c

Jefferson County, Wisconsin

August Term 1837

303

James Goodwillall del
vs. J. Attickson
Jacet J. Earnell

Filed June 19th 1837
Henry P. Dyer
Clerk

I executed the within writ by going upon and attaching all the right title & interest of the defendant in Jefferson County the N. East half of section No 25 Township No 41 Range No 5 East containing sixty four acres four hundred and six acres on the 20th day of July 1837 there being no tenants and the land, the defendant not found within the County of Jefferson

J. S. Mc Cusick Sheriff
By John Hammond Deputy
Sheriff

Recd this Attachment upon the 19th 1837

John Hammond Deputy Sheriff

of Missouri County of Jefferson Set
The State of Missouri to the Sheriff of Jefferson County Greeting
we Command you to attach Jacob J. Parnell by all and
singular his lands and tenements, goods chattels, movables
credits and effects or so much thereof as shall be sufficient
to satisfy the sum of one hundred and fifty dollars with interest
and costs of suit in whose ever hands ~~the~~ or possession the same
may be found in your County, so that he be and appear
before the Judge of our Circuit Court to be holden for said County
of Jefferson at the town of Herculaneum on Monday the
seventh day of August next, to answer Isaac Badwala
-an of a plea of breach of covenant damage five hun-
-dred dollars, and that you summon the said Jacob J.
Parnell to appear before the Judge of our said Court
at the time and place aforesaid to answer the action
of the plaintiff, and also that you summon as geormeters
all such persons found in your County as may be directed by
the plaintiff or his agent to appear before the Judge of said
Court at the time and place aforesaid to answer such
interrogatories as may be exhibited by the plaintiff, and
have you then there this with Witness Henry P. Bates Clerk
of our said Court at office this tenth
day of July in the year 1837

Henry P. Bates Clerk

State of Missouri }
County of Jefferson } Sct.

Personally appeared before me
the undersigned Clerk of the Circuit Court for the County of
Jefferson aforesaid, Isaac Cadwallader and made oath
that Jacob J. Parnell against whom he has writs issued sent
in the said Jefferson Circuit Court, is justly indebted to him
in the sum of One hundred and fifty dollars with interest
at the rate of ten per cent per annum from the third
day of December 1834 until the present time after
allowing all just credits and setoffs, and the said
Isaac Cadwallader further made oath that said Jacob
J. Parnell has absconded, concealed, and so absented
himself from his place of abode that the ordinary
process of Law cannot be served upon him, and that
the ^{place of} abode of said Jacob J. Parnell is in the County
of Jefferson aforesaid this seventeenth day of April
1837

Subscribed and sworn to }
before me the date above }

Isaac Cadwallader

Henry J. Bates

Clerk C.C.

Maec. Quatuordecim

121
Laetitia J. Darnell

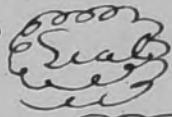
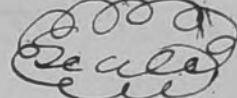
Official S

Filed April 14th 1834
George D. Bates
Scribe

Know all men by these presents that we
~~offer~~ Isaac Cadwalader as principal &
Francis Meanea and Peter Meanea
as security are held and firmly bound unto
Jacob J. Parnell in the penal sum of Three
hundred ————— dollars good and
lawful money of the United States to be paid
unto the said Jacob J. Parnell or his certain
all any executor, administrator or assigns,
for which payment well and truly to be
made, we bind ourselves our heirs, executors
and administrators firmly by these presents
sealed with our seals and dated this 17th
day of April in the year of our Lord
eighteen hundred and thirty seven

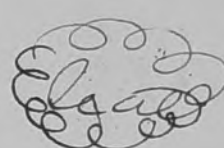
The condition of this obligation is such that
whereas ~~the~~ ~~certain~~ Isaac Cadwalader
as plaintiff is about to commence an action of
Covenant, and sue out of the office of the
Circuit Court of the County of Jefferson in
the State of Missouri a writ of attachment
against the said Jacob J. Parnell as defendant
in the sum of One hundred & fifty dollars
returnable to the next August term of said Court
to be holden at the town of Hercolanum in said
County - Now therefore if the said Isaac Cad-
walader plaintiff, shall prosecute his said suit
with effect and without delay, and shall

pay all damages that may accrue to the said
Jacob J. Parnell the defendant on any garnishee
in consequence of the attachment, then this
obligation to be void and of none effect on
else shall be and remain in full force and
virtue

Boaz Cadwallader 
Francis Meane 

done in presence of

Henry J. Bates Clerk

Ch. Peter Meanea 

Meaneas

to { Bond in
{ Attachment
Parnell

STATE OF MISSOURI,
COUNTY OF ST. LOUIS, }

Personally appeared before the undersigned, a Justice of the Peace, within and for the county afore-
said, *George Smith*, who being duly sworn, deposeth and saith, that the annex-
ed advertisement was published in the Missouri Republican, the newspaper of which he is printer, for
four weeks, successively, the first insertion being on the *second* day
of *September* —, 1837, and the last insertion on the *ninth* day of
September, 1837,—as follows, TO WIT: In No. *thirteen*, *September 2nd*,
in No. *twenty*, *September 9th*; in No. *twenty one*,
in No. *twenty two*, *September 16th*;
~~in No.~~ *in No.* ~~in No.~~ *in No.*
~~in No.~~ *in No.* ~~in No.~~ *in No.*

Sworn to and subscribed before me, this

11th day of *November* 1837

George Smith

Wm. M. King J. P.

Printers fee 3.75
Witness 1.25

\$ 4.00

Received Payment from J. P. Smith
Attorney at Law

*The circuit court for the county of Jefferson, Au-
gust term, 1837.*

Isaac Cudwallader,

vs.

Jacob J. Parnoll,

} Attachment.

THIS day came the said plaintiff by his attorney,
and it appearing to the satisfaction of the court
that the defendant cannot be summoned, and his
property having been attached, and he not having
appeared and answered the action of said plaintiff
at the return term of the writ in said cause; on mo-
tion it is ordered, that an order of publication be
made, notifying said defendant that said plaintiff has
commenced an action of covenant against him, for
the non-payment of money, stating in his declara-
tion the amount of his damage to be five hundred
dollars, and that his property has been attached, and
that unless he appear at the next term of this court,
on or before the third day thereof, judgment will be
rendered against him, and his property sold to satis-
fy the same, and it is further ordered, that the publi-
cation of this order be made for four weeks in some
newspaper printed in this state, the last insertion to
be at least four weeks before the next term of this
court.

A copy atteste.

sepl4tw

HENRY P. BATES, Clerk.

Know all men by these presents that we Francis
Minea & Peter Minea

are held and firmly bound unto Jacob J Parnell
in the penal sum of four hundred and fifty
dollars to the payment of which well and truly to be
made we bind ourselves our heirs, Executors, admin-
istrators and assigns jointly and severally firmly by
these presents sealed with our seals, and dated this
26th day of February—in the year 1838

The condition of the above obligation is such that
whenever Isaac Cadwalader having impleaded the said
Jacob J Parnell in a plea of trespass on the case
in the Jefferson County Circuit Court and the property
of the said Parnell having been attached, and judg-
ment having been rendered against said Parnell
at the December term of said Court in the year
1837 for the sum of two hundred dollars, fifty eight
cents in damages and costs. Now if said
Parnell shall within three years from the date
hereof appear in said Court and disprove ^{on ovrer} the damages
adjudged against him, or any part thereof, and
the said Isaac Cadwalader shall pay and refund
to said Parnell all monies which may be received
and collected by him said Cadwalader and
not justly due to him, and all damages
which may be assessed against him, then the
above obligation to be void, else to remain
in full force and virtue in law

Witness
John W. Matthews,
Clerk.

Francis Minea

Peter Minea

Francis Miners
&
Peter Miners

Wrote to

Wm. J. Miners
Feb. 26 1838

Isaac Cadwallader

vs $\frac{1}{2}$ Fees

Jacob Parnell

W. J. Bates Clerk

Issuing & docketing writ	1.00
For taking bond of Plaintiff	.25
filing do	.25
Filing 6 papers	.37 1/2
1. continuance	.25
	2.12 1/2

J. G. Matthews.

entering case for trial	.25
" appearance	.10
" next	.50

Sheriff's Fees — \$

Serving writ	1.00
calling action	.10
" parties	.20
	1.30

State of Michigan,

Isaac Cadwallader
vs
Jacob J. Parnell
Free bills