

Jefferson County Circuit Court
Case Files - Civil
December 1838, No. 14

Box No. 4 Folder No. 19

Blanchard, John A.

vs

Gross, Elisha S.

Assumpsit

Debt \$1,258 note; \$2,000 damages;
real estate attached

State of Missouri } In the Jefferson Circuit Court
County of Jefferson } December 1838

I John A Blainchand the plaintiff
in this action by Truman Polk his attorney complains
of Elisha S Gross the defendant of a plea of trespass
on the case upon promises - For that whereas herebefore
wit on fifth day of January in the year of our Lord
Eighteen hundred and thirty six at Boston to wit at
the County aforesaid, the said defendant and one Gross
C. Robbins by sum der the name, style & firm of
Gross & Robbins made their certain promissory note
in writing bearing date a certain day & year therein
named to wit the day & year aforesaid, and thereby then
& there promised to pay ^{from the date thereof} his twelve months, with interest
after six months to the said plaintiff or order the
sum of Twelve hundred and fifty eight dollars fifty
four cents for value received & there delivered the
said promissory note to the said plaintiff; by means
whereof & by force of the Statute in such case made pro-
vided, the said defendant then & there became liable to
pay to the said plaintiff the said sum of money in
the said promissory note specified according to the ten-
or & effect of the said promissory note; and being so liable
he the said defendant in consideration thereof afterwards,
to wit, on the day & year aforesaid at the County aforesaid,
undertook & there faithfully promised the said
plaintiff to pay him the said sum of money in the
said promissory ~~specified~~ note specified according to
the tenor & effect thereof - And the said promissory note
is now here to the Court produced & shown.

also
first
For that, whereas, the said defendant heretofore, to wit: on the
day of *August* in the year of our Lord one
thousand eight hundred and *thirty eight* at said county *was*
sum of *fifteen hundred & fifty eight* indebted unto said plaintiff in the
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 *fifteen hundred & fifty*
eight 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 *fifteen hundred & fifty eight*
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 *fifteen hundred & fifty eight*
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 after-
wards requested.

And whereas, also, said defendant afterwards, to wit: on the day and year, and at the county last afore-
said, 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
then and there found in arrear and indebted to the said plaintiff in the further sum of *fifteen hundred*
fifty eight 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* 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 *two thousand*
dollars, and therefore *he* brings his suit, &c.

Trustin P. H. atty for Df

St Louis
State of Missouri: County of ~~Jefferson~~ *St Louis*: ss. This day personally
appeared before the undersigned *Andrew J. Davis*
who being first duly sworn deposes and says that *Eliza*
I Gross the defendant in the above foregoing declara-
tion mentioned is justly indebted unto *John A. Blum*
Chard the plaintiff in the said declaration mentioned
after allowing all just credits and set-off in the sum of
~~eleven hundred and~~ *fifty four hundred* dollars for the same cause

1786

Jefferson Circuit Court
December Term 1838

John A. Blanchard

vs
Elisha S. Groves

This is an Action of assumpsit.

Damages \$2000.00 - from

sworn to \$1419.00

The Clerk will please issue
attachment

J. Poth for D. M.

Filed August 28th 1838

Thos. J. Weather

Clerk

of ~~action~~ in the said declaration set forth: Also that this
affiant hath good reason to believe & truly doth believe
that the said defendant Elisha S. Groves is not a resi-
dent of nor residing in the State of Missouri
Sworn to & subscribed before me this
23^d day of August AD 1838
John H. Shepard Justice

Andrew J. Davis

State of Missouri }
County of Jefferson } In the Jefferson Circuit Court
December Term 1838

John A Blanchard the Plaintiff in this action by Truster Polk his attorney complains of Elisha H Grop the defendant of a plea of trespass on the case upon promises. For that whereas heretofore to wit on the fifth day of January in the year of our Lord Eighteen hundred and thirty six at Boston (to wit) at the County aforesaid the said defendant and one Zeenas C Robbins by and under the name style and firm of Grop & Robbins made their certain promisory note in writing bearing date a certain day and year therein named to wit the day and year aforesaid and thereby then & there promised to pay in twelve months after the date thereof with interest after six months to the said Plaintiff or order the sum of twelve hundred and fifty eight dollars fifty four cents for value received & then & there delivered the said promisory note to the said plaintiff by means whereof & by force of the Statute in such case made and provided the said defendant then and there became liable to pay to the said plaintiff the said sum of money in the said promisory note specified according to the tenor and effect of the said promisory note, and being so liable he the said defendant in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook & then & there faithfully promised the said plaintiff to pay him the said sum of money in the said promisory note specified according to the tenor & effect thereof, and the said promisory note is now here to the Court produced & shewn.

Also that For that whereas the said defendant heretofore to wit on the first day of August in the year of our Lord one thousand eight hundred and thirty eight at said County was indebted unto said plaintiff in the sum of fifteen hundred & fifty eight 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 fifteen hundred and fifty eight 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 special instance and request And Also, in the further sum of fifteen hundred and fifty eight 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 fifteen hundred and fifty eight 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 then and there found in arrear and indebted to the said plaintiff in the further sum of fifteen hundred and fifty eight 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 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 refuses to the damage of said plaintiff two thousand dollars, and therefore he brings his suit

Trusted Polk Atty for Plaintiff

State of Missouri County of Jefferson Set
The State of Missouri to the Sheriff of
Jefferson County Greeting. We command you
to attach Eliha Throp by all and singular his lands
and tenements, goods chattels, monies credits and effects
or so much thereof as shall be sufficient to satisfy the
sum of of one thousand four hundred and nineteen
dollars with interest thereon and costs of suit in whose
- several hands or possession the same may be found in your
County. So that he be and appear before the Judge of our
Circuit Court at a Court to be holden in and for said
County of Jefferson at the town of Mercersburg on the
second Monday of December next. then and there to
answer John A Blanchard of a plea of breach of coven-
- ant. damages two thousand dollars, and also that you
summon as Garnishes all and every person in whose
hands or possession there be any such lands tenements goods
chattels, monies, credits, effects &c may be found and, and
particularly William S Russell that he and they be and
appear before the Judge of our said Court on the day
aforesaid then and there to answer unto what may
be objected against him or them and have you then
and there this writ.

Witness John S Mathews Clerk
of our said Circuit Court at Office
in Mercersburg this thirtieth day of
August in the year A D 1838

John S Mathews Clerk

Sheweth That the within writ of
Attachment in the month day of September 1838
John Hammon Sheriff

Jefferson County Wisconsin
December Term 1838

John A. Stanshew
vs
Attachment
Elisha A. Groop

Damages laid at \$2000.00
Sum due to \$1419.00

Filed Sept 27 1838
John A. Hammon

Executed the within writ of Attachment in the County
of Jefferson on the 10th day of September 1838 by seizing upon
and attaching, declaring that I attached all the estate right
title, Interest and claim of the within named Elisha A. Groop, of
in and to the following described Lands to wit. The
W¹/₂ S¹/₄ Sect 13, in Township thirty nine Range 3 East also
N¹/₂ Section & West ¹/₂ of South ¹/₄ of Section 14 in Township 40 Range 4 East
also Fractional Section 208 in Township 41 of N Range 5 East also W¹/₂
of N W¹/₄ & W¹/₂ S W¹/₄ Section 13 in Township 40 North Range 4 East, also
S¹/₂ of N W¹/₄ & S¹/₂ S¹/₄ of Section 15 in Township 39 N Range 3 E. also S¹/₄ of
Section 12 in Township 39 Range 3 East also ~~the S¹/₄ & S¹/₂ of~~ S¹/₄ of
Section 13 in Township 39 North of Range 3 East also W¹/₂ N¹/₄ & S¹/₄
N¹/₄ of S¹/₄ of Section 9 in Township 39 N Range 4 East, also S¹/₂ of
S W¹/₄ Section 12, in Township 39 N Range 3 East, also S¹/₂ of S W¹/₄
& S¹/₄ of Section 3 in Township 39 Range 4 East, also S¹/₂ of Section 18 in
in Township 39 Range 4 E. Elisha A. Groop & William Russell
not found in my bailiwick.

John Hammon Sheriff

Know all men by these Presents,

That *Andrew J. Davis* as principal
and *Trustin Polk*

as sureties are held and firmly bound unto *Elisha S. Gross*
in the penal sum of *twenty eight hundred thirty eight dollars* good and lawful
money of the United States, to be paid unto the said *Elisha S. Gross*
or *his* certain attorney, executors, administrators 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 *twenty third*
day of *August* in the year of our Lord, eighteen hundred and thirty-*eight*

The condition of this obligation is such, that,

Whereas, ~~the~~ *John A. Blanchard* as
plaintiff *is*, about to commence an action of *assumpsit* and sue out of the
Office of the Clerk of the Circuit Court, of the County of ~~Jefferson~~
Missouri, *A* Writ of *A*ttachment, against the said *Elisha S. Gross*
as defendant in the sum of *fourteen hundred and sixteen*
dollars, returnable to the next *December* term of
said Court, to be holden at ~~the Court House~~ *County Courthouse* in said County.

Now therefore, if the said *John A. Blanchard*
plaintiff, shall prosecute *his* said suit with effect and without
delay, and shall pay all damages that may accrue to the said *Elisha S.*
Gross, the defendant, or any garnishee, in consequence
of the Attachment, **then, this obligation** to be void and of none effect or
else shall be, and remain in full force and virtue.

Done in Presence of

Andrew J. Davis *****

SEAL. *****

Trustin Polk *****

SEAL. *****

SEAL. *****

SEAL. *****

State of Missouri, Jefferson County Circuit Court,
December Term, 1838.

JOHN A. BLANCHARD,

vs.

ELISHA S. GROSS.

} Attachment.

NOW at this day comes 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, & he not having appeared and answered the action of said plaintiff at the return term of the writ in said cause, on motion, it is ordered that publication be made, notifying said defendant that said plaintiff has commenced an action of assumpsit against him for work, labor, &c., stating in his declaration the amount of his damages to be two thousand dollars, and that his property has been attached, and that unless he be and appear on the third day of the next term of this court to be commenced on the second Monday in April next, judgment will be rendered against him and his property sold to satisfy the same. And it is further ordered, that publication 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 commencement of the next term of this court.

A true copy of the order.

march 23—4w.

JNO. S. MATHEWS, Ck.

STATE OF MISSOURI,
COUNTY OF ST. LOUIS.

Personally appeared before the undersigned, a Justice of the Peace, within and for the county aforesaid, **W. H. Prescott** who being duly

sworn, deposes and saith, that the annexed advertisement was published in the **Missouri Saturday News**, the newspaper of which he is **Printer** for

Four weeks, successively, the first insertion being on **the twenty third** day of **March** 1839

and the last insertion on the ~~last~~ **thirtieth** day of **March** 1839

April 1839 as follows, to wit: In **Dec.** 9 **March** 23 and 1839

in **Dec.** 10 **March** 30, 1839 in **Dec.** 11 **April** 6th 1839

in **Dec.** 12 **April** 13, 1839 in **Dec.**

Sworn to and subscribed before me, this 3rd

day of **July**

1839

W. H. Prescott

J. D. Dwyer

~~Printing~~

for publishing the author's

\$2.50 — for affidavit - 25 - with \$2.75

Western printer

John A. Blanchard
Elisha² S. Gross

Proof of printing of order Pub-
lication & Bill of Fare
on back

filed Aug 6th 1839
Mather
C/L