

Jefferson County Circuit Court

Case Files - Civil

March 1843

Box

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Folder

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Woods, Joseph,

Woods, Robert

Woods, James

Ball, John, et al

vs

Strickland, John M.

Debt, note

Debt \$149.93; others plaintiffs

Samuel Stacker, John Stacker, Thomas

Crawford, Thomas T, Watson, James E.

Yeatman, all dba Woods, Stackert Co.

149 $\frac{73}{100}$

St. Louis,

August-21 1859

Four Months

after Date, I Promise to

Pay to the Order, of Woods & Scales & Co

One Hundred & Forty Nine

$93 \frac{73}{100}$ Dollars,

for Value received, Without Deduction or Discount, and with Interest from Maturity, at the rate of 10 per cent per Annum.

No.

Mercantile and Co

John A. Smith and

State of Missouri } In the Circuit Court to
County of Jefferson } March Term 1843

Joseph Woods, Robert Woods, James Woods,
John Bell, Samuel Stacker, John Stacker, Thomas
Crawford, Thomas J. Watson, and James E. Yeatsman
trading and doing business under the name
style and firm of Woods Stacker & Co by Scott
and Ziegler their attorneys complain of John M
Strickland in a plea of trespass on the case on
promises for that whereas the said defendant
heretofore to wit on the twenty first day of
August in the year one thousand eight hundred
and thirty nine at St Louis in the County of
St Louis to wit at Hillsboro in the County
of Jefferson in the State of Missouri made
his certain note in writing commonly called
a promissory note, his own proper hand and
name being thereto subscribed, bearing date
the same day and year of record and now to the
Court here shown and produced and then and
there delivered the said note to the said plaintiffs,
whereby he the said defendant by the name
and description of John M. Strickland four
months after the date of said note promised
to pay to the order of the said plaintiffs
by the name and description of Woods Stacker & Co
one hundred and forty nine & ninety three hundredths
dollars (to wit ninety three cents) for Value
Received, without deduction or discount and
with Interest from maturity at the rate of ten
per Cent. per Annum - by means whereof the
said defendant became liable to pay to the
said plaintiffs the said sum of money in

The said note specified according to the force tenor and effect thereof, and being so liable he the said defendant in consideration thereof offered to wit on the same day and year given at the County of curms Undertook and then and there faithfully promised the said plaintiffs to pay them the said sum of money in the said note specified according to the force tenor and effect thereof. And although the said sum of money in the said note specified, hath been long since due and payable, yet the said plaintiffs in fact saith that the said defendant although often requested so to do, hath not as yet paid to the said plaintiffs or to either of them the said sum of money in the said note specified according to the force tenor and effect thereof or any part thereof, but he to pay the same ~~but only part thereof~~ hath hitherto wholly neglected and refused, and still doth neglect and refuse to the damage of the said plaintiffs five hundred dollars and therefore they sue

John S. Ziegler atty for plffs

This is an action of debt on the case on promises founded on a promissory note Let a summons issue thereon

January 4th 1843

John S. Ziegler atty for plffs

State of Missouri } In the Circuit Court to
County of Jefferson } March Term 1843

Joseph Woods, Robert Woods, James Woods,
John Bell, Samuel Stacker, John Stacker, Thomas
Crawford, Thomas J. Watson, and James E. Yeatsman
trading and doing business under the name
style and firm of Woods Stacker & Co by Scott
and Ziegler their attorneys complain of John M
Strickland in a plea of trespass on the case on
promises for that whereas the said defendant
heretofore to wit, on the twenty first day of
August in the year one thousand eight hundred
and thirty nine at St Louis in the County of
St Louis to wit at Hillsboro in the County
of Jefferson in the State of Missouri made
his certain note in writing commonly called
a promissory note, his own proper hand and
name being thereto subscribed, bearing date
the same day and year foregoing and now to the
Court here shown and produced and then and
there delivered the said note to the said plaintiffs,
whereby he the said defendant by the name
and description of John M Strickland four
months after the date of said note promised
to pay to the order of the said plaintiffs
by the name and description of Woods Stacker & Co
one hundred and forty nine & ninety three hundredths
dollar (to wit ninety three cents) for Value
Received, without deduction or discount and
with Interest from maturity at the rate of ten
per Cent. per Annum - by means whereby the
said defendant became liable to pay to the
said plaintiffs the said sum of money in

The said note specified according to the force tenor and effect thereof, and being so liable he the said defendant in consideration thereof offered to wit on the same day and year given at the County of Harris Undertook and then and there faithfully promised the said plaintiffs to pay them the said sum of money on the said note specified according to the force tenor and effect thereof. And although the said sum of money on the said note specified, hath been long since due and payable, yet the said plaintiffs in fact saith that the said defendant although often requested so to do, hath not as yet paid to the said plaintiffs or to either of them the said sum of money on the said note specified according to the force tenor and effect thereof or any part thereof, but he to pay the same ~~but only part thereof~~ hath wholly neglected and refused, and still doth neglect and refuse to the damage of the said plaintiffs five hundred dollars and therefore they sue

Scott & Ziegler atty in law

This is an action of debt on the case on promises founded on a promissory note Let a summons issue thereon

January 4th 1843

Scott & Ziegler atty in law

no 71
Wood March 20
" " Green
don't think

file of Jan 2 84/843
Prof. W. B. Atwood
D. E. Clark

State of Missouri } In the Circuit Court to-wit: Leach
County of Jefferson } Term 1843.

Joseph Woods, Robert Woods,
James Woods, John Bell, Samuel Stacker,
John Stacker, Thomas Crawford, Thomas Watson
and James C. Yeatman trading and doing business
under the name style and firm of Woods,
Stacker & Co by Scott & Gaigler their attorneys
complain of John Mc Strickland in a plea of
Oversight in the case on the case on promises.
for that whereas the said defendant heretofore
to wit, on the twenty first day of August in the
year One thousand eight hundred & thirty nine
at St Louis in the County of St Louis to wit, at
Hillsboro in the County of Jefferson in the State
of Missouri, made his certain note in writing
commonly called a promissory note, his own proper
hand and name being thereto subscribed bearing
date the same day and year aforesaid, and now
to the Court here shewn and produced, and then
and there delivered the said note to the said
plaintiffs whereby the said defendant by the
name and description of John Mc Strickland
four months after the date of said note promised
to pay to the order of said plaintiffs by the name
and description of Woods, Stacker & Co. one hun-
dred and forty nine & ninety three hundredths
dollars / to wit ninety three cents / for Value received
Without defalcation or discount, and with interest
from maturity at the rate of ten per cent per annum
by means whereof the said defendant became liable
to pay to the said plaintiffs the said sum of money
in the said note specified according to the form

= tenor and effect thereof, and being so liable
he the said defendant in consideration thereof
afterwards to wit on the same day and year
aforesaid at the County aforesaid, undertook
and then and there faithfully promised the said
plaintiffs to pay them the said sum of money
in the said note specified, according to the pre-
tenor and effect thereof. And although the
said sum of money in the said note specified
hath been long since due and payable, yet
the said plaintiffs in fact saith, that the said
defendant although often requested so to do
hath not as yet paid to the said plaintiffs or to
either of them the said sum of money in the
said note specified according to the pre-tenor
and effect thereof, or any part thereof but he
to pay the same or any part thereof hath
hitherto wholly neglected and refused, and
still doth neglect and refuse to the damage
of the said plaintiffs five hundred dollars
and therefore they sue.

North & Zeigler. Atty's for plffs

A true copy attested

W. J. Weathered Clerk

County of Jefferson, ss.

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson, GREETING:

We command you to Summon
John M. Strickland. that he
be and appear

before the Judge of our Circuit Court, on the first day of the next
term thereof, to be held at The Town of Hillsboro
within and for the County of Jefferson, on the ~~second~~^{third} Monday
of March next, then and there to answer unto Joseph
Neovus, Roberts Woods, James Woods, John Bell
Samuel Stacker, John Stacker, Thomas Crawford
Thomas Watson and James B. Yeatman, trading and
doing business under the name style & firm of
Roberts Stacker & Co. in a plea of trespass on the
case.
to the damage of said plaintiff

Five hundred dollars:

And have you then there this writ.

Witness, JOHN S. MATHEWS, Clerk of our said Court,
with the Seal thereof hereto affixed, at office in The Town
of Hillsboro this twenty eighth day
of January, in the year of our Lord eighteen
hundred and forty three.

John S. Mathews Clerk.

I Executed this writ and Declaration on
John M Strick Land by reading it in his
hearing on the 9th day of February 1843 in
Jefferson County Mo

M. M. Sheriff
fee \$1.00

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Jefferson Circuit Court
March Term 1843

Wm M Stacker vs

vs { Defendant

John, Clerk of the Court

filed May 17th 1843

Wm M Stacker, atty.

State of Missouri }
County of St Louis }

I Robert W Ayres of lawful age
being duly sworn on my oath doeth say, that Joseph
Woods who resides in the county of Davidson in the
State of Tennessee. Robert Woods who resides in the
County of Davidson in the State of Tennessee. James
Woods who resides in the county of Davidson
in the State of Tennessee. John Bell who resides in
the county of Davidson in the State of Tennessee
Samuel Stacker who resides in the county of
~~Stewart~~ ^{Stewart} in the State of Tennessee. John Stacker
who resides in the county of ~~Stewart~~ in the
State of Tennessee. Thomas Crawford who resides in
the county of Henry in the State of Tennessee. Thomas
J Watson who resides in the county of Stewart in the
State of Tennessee. and James E Heatman who resides
in the county of St Louis in the State of Missouri are
the individuals who compose the firm of Woods Stacker
&c. That the above named Copartnership commenced
on the first day of October Eighteen Hundred and
~~thirty four~~ and that they continued the business
of buying and selling iron, castings, goods wares and
merchandise by wholesale and retail ~~in the~~
City of St Louis in the State of Missouri up
to October the first Eighteen Hundred and forty
two under the firm of Woods Stacker &c.

This affident further saith that he is not
directly or indirectly interested in a suit about to be
commenced against John M Strickland on a note
executed by him to the said firm of Woods Stacker &c.
and that he will not loose or gain by the result of the
same.

Sworn to and subscribed before me
this 16th January 1843.
Geo A. Hyde Justice of the Peace
in and for St Louis County Mo

Robert W Ayres

Dear Stephen & Son
John W. Shedd & Son
pleasant to have the
postcard of Oct 20th

Filed Jan 23 1873
J. W. Shedd & Son
Bland

Not Due Decr 21. Decr 1859.

Sub ————— \$149.95

Interest. 5. per 5 mo. }
at 10 per Cent. } is 51¹¹ 22

Daught for plaintiffs in this cause May 24 to 1843 for
the sum of \$149⁷³/₁₀₀ cts. \$51⁵²/₁₀₀ damages & not 10 per cent
See Book No 2 page 444. attest. J. W. Stearns Clerk

W. B. Woodbury

75

2.62

3.75

6.37