

Jefferson County Circuit Court
Case Files - Civil
November 1843

Box 6 Folder 51

Bank of State of Missouri

vs.

Strickland, John M.

Assumpsit

Debt \$253 note

16th Sept 43

Jefferson County Circuit Court

State of Missouri
County of Jefferson

November Term 1843

Jefferson County to wit

The Bank of the State of Missouri plaintiff by Thomas B. Hudson her attorney complains of John M. Strickland defendant of a plea of trespass on the case on premises for that one J. H. Alford heretofore to wit on the sixteenth day of September in the year of our Lord one thousand eight hundred and forty two at St Louis to wit at the County of St Louis by his certain promissory note of that date (which is to the Court here shown) negotiable and payable at, the Bank of the State of Missouri for value received without defalcation presumed to pay to the order of David ~~off~~ on John Hammond at the Bank of the State of Missouri the sum of two hundred and fifty three dollars four months after date and then and there delivered the said note to the said John Hammond and the said John Hammond then there indorsed and delivered the said note to the said defendant and the said defendant then there indorsed and delivered the said note to the said plaintiff. And the plaintiff avers that afterwards when the said note became due & payable to wit on the nineteenth day of January in the year of our Lord one thousand eight hundred and forty three at St Louis in the County of St Louis to wit at the County of St Louis the said note was duly presented to and at the said Bank for payment, and payment of the said sum of money according to the tenor and effect of said promissory note, was then and there duly required, and the said plaintiff avers that said J. H. Alford nor any person for him, did or would pay the sum of all which the said defendant, ^{thereby, was on the day & year last aforesaid} had due notice by reason whereof the said defendant, became liable to pay the said plaintiff the said sum of money in the said promissory note specified and in consideration thereof then there promised the plaintiff to pay her the contents of said note when thereunto requested

The Bill of the State of New

York

John M. Strickland

Shumpert

Damages \$500

Let him have for a usual

The B. & O. R. R. Co. for

filed August 12.5 1878

Pro. Sec. at New York

253
20,245
21,08

25-3
21-08
274,08

Yet the said defendant though often requested to do
has not paid the said sum of money or any part thereof
but hath hitherto wholly neglected and refused and still
doth neglect and refuse to pay the said or any
part thereof to the damage of the said plaintiff five
hundred dollars therefore the sum of
This B. & O. R. R. Co. attorney for
plaintiff

State of Missouri } Jefferson County Circuit Court
County of Jefferson } November Term 1843.

Jefferson County to wit.

The Bank of the State of Missouri plaintiff by Thomas B Hudson
her attorney complains of John Mc Strickland defendant of a plea of
Trespass on the case on promises. For that one Johnson Hest Alford
heretofore to wit on the sixteenth day of September in the year of our
Lord one thousand eight hundred and forty two at St Louis to wit
at the County aforesaid by his certain promissory note of that date:—
(which is to the tenor here shown) negotiable and payable at the Bank
of the State of Missouri for value received without defalcation promised
to pay to the order of one John Hammond at the Bank of the State
of Missouri the sum of two hundred and fifty three dollars. Four
months after date and then and there delivered the said note
to the said John Hammond, and the said John Hammond then
and there indorsed and delivered the said note to the said ~~defendant~~
and the said defendant then and there indorsed and delivered the said
note to the said plaintiff. And the plaintiff avers that afterwards
when the said note became due & payable to wit, on the nineteenth
day of January in the year of our Lord one thousand eight hundred
& forty three at St Louis in the County of St Louis to wit at the County
aforesaid, the said note was duly protested to and at the said
Bank for payment, and payment of the said sum of money according
to the tenor and effect of said promissory note, was then and there
duly required, and the said plaintiff avers that said J H Alford
nor any person for him did or would pay the same of which the
said defendant thereof afterwards on the day and year aforesaid
had due notice, by reason whereof the said defendant became
liable to pay the said plaintiff the said sum of money in the said
promissory note specified, and in consideration thereof then and there
promised the plaintiff to pay her the contents of said note when
here to requested, yet the said defendant though often requested

so to do has not paid the said sum of money or any part thereof but hath hitherto wholly neglected and refused and still doth neglect and refuse to pay the same or any part thereof hath hitherto wholly neglected and refused and still doth neglect and refuse to pay the same or any part thereof to the dammage of the said plaintiff five hundred dollars therefore she sues &c. *Wm B Hudson atty for plaintiff.*

A true copy attest.

Wm B Hudson Clerk

In Jefferson Circuit Court
Nov 1843

The Bank of the State of Missouri

vs

John A. H. H. H. H.

Defendant

Filed Nov 27 1843

Wm B Hudson Clerk

*the sum of \$1274.08 with
costs of execution &c
paid to the
underwritten*

\$110

*of executed this declaration and was on Jan. 11. 1843 in
by reading it in his hearing on the 2^d day of October 1843 in
Jefferson County Mo. C.*

County of Jefferson, ss.

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson, GREETING:

We command you to Summon John M. Stickland
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~~^{fourth} Monday
of November — next, then and there to answer unto the plaintiff
in the annexed declaration in an action of Assumpsit

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 fifth day
of August, in the year of our Lord eighteen
hundred and forty three.



John S. Mathews Clerk.

In this case I have not been able to find any other
copy of the same. In the case of the 27th. 08. & 28th.
Bark & page 484

Attest
J. W. Weathering Clerk

Brady } W. Johnston on Hart of Brady
 us } & J. Johnston
 Floyd. } John Went
 } Mrs. Wood.

Radcliffe

Put } W. L. Broughton
 Brady } John through
 } Joseph Adams
 } Thos. Harris

Grand Jury

} For defendant
 } (Brady)