

Jefferson County Circuit Court
Case Files - Civil
November 1843

Box 6 Folder 52

The Bank of the State of Missouri

v.

Hammond, John

Assumpsit

Debt on note for \$253.00, Damages
\$500.00. Judgement for plaintiff
Book & page 519.

21/53

Ms. A. 9.2.16. The 1842

Then much after the
to the order of John Chapman and
negotiate at the Board of the State of Indiana
hundred fifty thousand " " " " " "
dilatation, those records

J. H. Alford

Pay to the bank of the
State of Missouri value
received

John Hammond

John Buckland

Jan 19
1853
J. H. B.

State of Missouri, {

County of St. Louis, }

Be it known, that on the day of the date hereof, I, John Smith
NOTARY PUBLIC for the County of St. Louis, in the State of Missouri, duly com-
missioned and qualified, residing in the City of St. Louis, in the said State, at the request of
The Bank of the State of Missouri. the holder
of the original promissory note a copy of which is on the reverse hereof written,

presented said note at the Bank of the
State of Missouri, to the Teller thereof; and demanded
payment for the same; the time therein limited
and grace having elapsed; to which he replied, that
he would not pay said note.

Whereupon, I, the said Notary, at the request aforesaid, have protested and do hereby solemn-
ly protest against the Maker of the said note

The Endorser thereof
and all others concerned, for all Exchange, Re-Exchange, Damages, Interest, and Costs,
accrued and to accrue to the said The Bank of the State of Missouri
by reason of the non-payment
of the said note

Thus done and protested, at the City of St. Louis aforesaid, this Nineteenth
day of January, A. D. 1843.

IN TESTIMONY WHEREOF, I, the said Notary, have hereunto set my hand,
and affixed my Notarial Seal, the day and year above written.

John Smith Notary Public.

Recorded Book A Folio 56.
Fee, \$ 2.50

Low Sept. 16th 1842

\$253.

Four months after date I promise
to pay to the order of John Hammond, payable and
negotiable at the Bank of the State of Missouri, Two
hundred and fifty three Dollars - cents, without
dualation, value received. J. H. Alford

Cashier

John Hammond

John M. Strickland

Dr. H. H. H. H. H.

J. H. H. H. H.

J. H. H. H. H.

J. H. H. H. H.

J. H. H. H. H.

filed Nov 15th 1844

Prof. H. H. H. H.

J. H. H. H. H.

and brought the system for the

three thousand volumes to New

York. The system is now in

1844

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. Henson her attorney complains of John
Hammond defendant of a plea of trespass on
the case on promises For that one J. H. Alfred here
before 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 court here shown) negotiable
and payable at the Bank of the State of Missouri
for value received without defalcation promises
to pay to the order of said defendant at the Bank of the
State of Missouri the sum of two hundred and fifty
three dollars Four months after the date and there and
there delivered the said note to the said defendant
and the said defendant there and there endorsed and
delivered the said note to one John M. Strickland and
the said Strickland there and there endorsed 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 nine
teenth day of January in the year of our lord
one thousand eight hundred & forty three at St Louis
in the City of St Louis to wit at the county aforesaid
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 form and effect of said prom
issory note, was there 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 all which the said defendant thereof afterwards on the day and 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 yet the said defendant though often requested so to do has not paid the said sum of money or any part thereof but hath thereto wholly neglected & refused and still doth neglect and refuse to pay the same or any part thereof to the damage of the said plaintiff five hundred dollars therefore she sues &

Thos B Henderson atty for
plaintiff

Jefferson County

Jefferson County Circuit Court. November Term 1843

State of Missouri

County of Jefferson

Jefferson County to wit.

The Bank of the State of Missouri plaintiff
by Thomas D Hudson her attorney, complains of John Hammond defend-
-ant of a plea of trespass on the case on promises. For that
one V. 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 aforesaid 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 defec-
-tion or discount, promised to pay to the order of said defendant
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 defendant, and the
said defendant, and the said defendant then and there endorsed
and delivered the said note to one John McStrickland, and
the said Strickland then and there endorsed 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 city of St Louis, to wit at the County aforesaid
the said note was duly presented to and at the said Bank for pay-
-ment, and payment of the said sum of money according to the form
and effect of said promissory note, was then and there duly required
and the said plaintiff avers that said V. H. Alford (nor any person
for him did or would pay the same, of all which the said
defendant thereof, afterwards on the day and 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 and
there promised the plaintiff to pay her the contents of said

note when thereunto 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
& refused, and still doth neglect and refuse to pay the
same or any part thereof, to the damage of the said plaintiff
five hundred dollars therefore she sues.

Thos B. Hudson atty for deft

a true copy attest, *Jno. Weather Clerk*

often requested so to do, has not paid the said sum of money
or any part thereof

I executed this writ & Decretion on John Hammond by
reading it in his hearing on the 26th of October 1848. in Jefferson
County M.C.

M. M. L. Sheriff
fee \$1.00

Do Jefferson Co. & Co. Court
November 1848

The Bank of the State of Missouri

vs
John Hammond.

Action of Attachment

Filed at St. Louis 27th 1848
J. M. L. Clerk

County of Jefferson, ss.

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson, GREETING:

We command you to summon John Hammond if
he be found in your bailiwick 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 Bank
of the State of Missouri plaintiff on a plea of debt on
assumpsit. (a copy of which is hereto attached)

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 September, in the year of our Lord eighteen
hundred and forty three.

John S. Mathews Clerk.

John Hammond

Procy Tenn 1844

The Bank of the State of

Tenn -
and the said Superior Court of the State of
Tenn & are hereby in and out
conducted and provided in common and
from as the potentially both in our choice
nation in this whole state and
if there is any law upon the same

P. B. B. B.

in each

John Hammond
adv. 
Bank Note of Mexico

Now a sample

filed May 28th 1844
Geo. Matthew
Clerk

The Bank of the State of Missouri
 to {
 Johnson H. Alfred } Nov Term 1846

debt \$253
 50.70
\$303.70

Interest from

Nov. 29th 1844. — 303.70
 18,22.20
\$36.44

Debt ————— \$303.70
 charges \$36.44

due the plaintiff — In
 which judgment has been
 rendered, with execution of the whole
 sum awarded against John
 Hammond, ^{indemnified} in the Circuit Court
 of Jefferson County on 29th Nov
 1844 ————— P. C. C. C.

Branch & Co
Lot of New

2 3

Johnson & Co

or

Confession of
Josephine D

Filed Nov 24. 1846

J. H. W. W. W.
ccn

Payment for Plaintiff Nov 29 to 1841. Debt \$255.00
Debit \$50.70 Book 2 page 519.

Attest.

Prof. W. A. H. H. H. H. H.

Aug 16 1843

14 10 12

25-3
6

15.18

7.59

5.06

5.0

28.33 Interest

2.25 costs of protest

20.12 4 per cent damages

50.70

Debt 253.

Damages 50.70

2.53
4

20.12

16 Jan'y 1843.

$$\begin{array}{r} 253. \\ \quad 6 \\ \hline 15.18 \\ 7.59 \\ 5.06 \\ \quad 63 \\ \hline \$28.46 \end{array}$$