

Defferson County Circuit Court
Case Files - Civil
January 1844

Box

6 Fold. 53

City of St. Louis
vs

Thomas, Martin

Debt

Debt \$400 bill of exchange; change
of venue from St. Louis County

No.

20 November 1838

Exchange

for \$400 — 100

After sight of this my

Payd —

First of Exchange (Second of the same Tenor and Date, unpaid)

the order of George Henry Esq

and

100 Dollars,

the receipt and charge the same to Account of

Martin Thomas Esq

Philadelphia Esq

H. S. Johnson Junr.
of the City of St Louis

"A"

Mc

140

16 Dec

1028

Pay "Mc City of St Louis" or order

Geo Henry

Geo

United States of America.



Exchange for \$400

St Louis 20 November 1838

Two days after sight of this my Bill of Exchange (second of the same Ten and date unpaid) Pay to the order of George Heyl Esq. Four Hundred and no value received and change the same to account of

Mo. G. Hoffman Treasr of the City of St Louis
Wm. Monday

To Martin Thomas Esq.
Philadelphia

(Endorsed)

Be it Known, That on the day of the date hereof, I, **GEORGE HEYL, Esq.** **Notary Public for the Commonwealth of Pennsylvania,** by lawful authority duly commissioned and sworn, residing in the City of Philadelphia, at the request of the Banks of North

America Presented the original Bill or Draft (whereof the above is a true Copy) to Martin Thomas the acceptor for payment and he answered it will not be paid. Wherefore I notified the Drawer and Endorser of the Non Payment thereof

WHEREUPON I, the said Notary, at the request aforesaid, HAVE AND DO hereby solemnly PROTEST against the Drawer and acceptor of the said Bill or Draft and all others concerned, for all exchange, Re-exchange, Costs, Damages and Interest, suffered and to be suffered, for want of Payment thereof.

Thus done and protested, at Philadelphia aforesaid, the nineteenth day of December 1838

In testimonium veritatis

Geo Heyl
Notary Public.

Dec 2nd 19th 1855

Notice of Death

for 1 hour

1800 - infirm

cellar - 18th

Mr. C. Hoffman (of 1st

Marine - 1st

1000 - 1st

Endeavor

See! Handy

Photo \$10.37 1/2

State of Missouri }
County of St Louis }

This day personally ap=
pears before the undersigned George Cottier
who being duly sworn on his oath says that he is
acquainted with the handwriting of George Handy
from having seen him write & also from having
frequently seen his writing - Also that the name
signature of "Geo Handy" written upon the back of
the Bill of Exchange unto attached marked "A"
is in the proper handwriting of said George Handy

Sworn to & subscribed before me
this 13th day of January A.D. 1844

Alphonse Wetmore
Justice of the peace.

Geo. Cottier
"

Johnson Civil Court

The City of Athens

Worthin Thomas

Warrant to serve in
County of Duval
Florida.

J. B. Smith

Office of the Clerk is Court
Room 17, 18th St.

Prof. W. C. Smith

State of Missouri County of St. Louis Be it remembered that on the second day of June eighteen hundred and forty. a declaration was filed in the office of the Clerk of the St. Louis Circuit Court in the words and figures following to wit, "In the St. Louis Circuit Court July Term 1840. County of St. Louis Sct. The City of St. Louis Complain of Martin Thomas of a plea of trespass on the case upon promises, For that Whereas one H. L. Hoffman, by the name & style of "H. L. Hoffman Treas. of the City of St. Louis" on the twentieth day of November eighteen hundred and thirty eight, at the County aforesaid made his bill of exchange in writing, (which is now here to the Court shewn) & directed the same to the defendant, & thereby required that defendant to pay to the order of one George Handy Four hundred dollars value received, ten days after sight thereof; and the said defendant afterwards to wit on the sixth day of December in the year aforesaid saw & accepted the same, and the said period has now elapsed; and the said George Handy then indorsed the said bill to the plaintiff; and the said defendant then promised the plaintiff to pay the amount of the said bill, according to the tenor & effect thereof & of the said acceptance & indorsement. Yet the said defendant has not paid the said bill, but has utterly neglected & refused, & still neglects & refuses, so to do, to the damage of the plaintiff of one thousand Dollars & therefore this suit is brought. Chas. L. Drake atty for Plff. "On the foregoing declaration was issued the following summons to wit. County of St. Louis, ss. State of Missouri, To the Sheriff of St. Louis County - Greeting: We command You to summon Martin Thomas if he be found in your County 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 City of St. Louis, Within and for the County of St. Louis, on the third Monday of July next, then and there to answer unto The City of St. Louis of a plea of trespass on the case upon promises to the damage of said plaintiff of one thousand Dollars: and have you then there this writ. Seal Witness, John Ruland, Clerk of our said Court, with the seal thereof hereto affixed, at office, in the City of St. Louis, this second day of June in the year of our Lord eighteen hundred and forty. John Ruland, Clerk. In said summons is the following sheriffs return Executed this writ in the County of St. Louis by offering to read it and the declaration to Martin Thomas on the 22^d Day of June 1840. Which he refused

Summons

Sheriffs
Return

"Bp 77
Pleas

to hear Marshall Brotherton shff by Wm M. Knight Deputy
service \$1.00. And afterwards at the July Term for the year
Eighteen hundred and forty, on the twenty fourth day of July
in said year the following further proceedings were had in said
Cause, to wit, "The City of St. Louis vs Martin Thomas, Pleas
filed."— Which pleas are as follows: "The City of St. Louis vs
Martin Thomas In St. Louis Circuit Court No 301 July Term 1840
Assumpsit. And the said Martin by his attorney, come and
defend the wrong and injury, when, &c, and say that he did not
undertake and promise in manner and form as the plaintiff
hath above thereof complained against him and of this he puts
himself upon the Country, &c. And for a further plea in this be-
half, the said defendant says that the said plaintiff ought
not to have or maintain its aforesaid action thereof against
him because he says that the said plaintiff before and at time
of the commencement of this suit, to wit, on the first day of
April in the year of our Lord eighteen hundred and forty at the
County aforesaid, was and still is indebted to the said defendant
in the sum of twenty five thousand Dollars, for the price and val-
ue of work then and there done, and materials provided by the defen-
dant for the plaintiff at its request; and for the price and value of
goods, Chattels, wares, and Merchandise, then and there sold and
delivered by the defendant to the plaintiff at its request; and for money
then and there lent by the defendant to the plaintiff at its request;
and for money then and there paid by the defendant for the use of
the plaintiff at its request; and for money then and there received
by the plaintiff for the use of the defendant; and for interest
due from the plaintiff to the defendant for and in respect of the
defendant having foreborne and given day of payment of money
due from the plaintiff to the defendant at the request of the pla-
intiff for a long time then elapsed; and for money found to be due
from the plaintiff to the defendant on an account then and there
stated between them. Which said sum of money, so due and
owing to the said defendant as aforesaid, exceeds the damages
sustained by ^{the} said plaintiff by reason of the non performance by
the said defendant of the said several supposed promises and
undertakings in the said declaration mentioned, and out of which
said sum of money so due and owing from the said plaintiff
to the said defendant he the said defendant is ready and
willing, and hereby offer to set ~~aside~~ off and allow to the said
plaintiff the said damages, and costs, and interest, and a reasonable attorney's fee."

plaintiff the full amount of the said damages, according to the form of the statute in such case made and provided. And this, he the said defendant ready to verify, Wherefore he prays Judgment if the said plaintiff ought to have or maintain aforesaid action thereof against him &c. And for a further plea in this behalf, the said defendant says that the plaintiff ought not to have or maintain its aforesaid action thereof against him because he says that the said acceptance of the said bill of exchange in the declaration mentioned was obtained from the said defendant Without any good or valuable Consideration therefore Whatsoever. And this he the said defendant is ready to verify, Wherefore he prays Judgment if the said plaintiff ought to have or maintain its aforesaid action thereof against him &c. Geyer for Def. And afterwards at the term and year last aforesaid on the twenty eighth day of July the following further proceedings were had in said Cause to wit: "The City of St. Louis

Replication vs Martin Thomas Rep. to 1st & 2^d & Dem. to 3^d plea filed: Which are in the words and figures following to wit: City of St. Louis vs Martin Thomas St. Louis Circuit Court, No 301. July Term 1840. And the said plaintiff as to the said plea of the said defendant by him first above pleaded, and whereof he puts himself upon the Country, doth the like. And as to the said plea of the defendant by him secondly above pleaded, the plaintiff says, that by reason of any thing by the defendant in that plea alleged, the said plaintiff ought not to be barred or precluded from having and maintaining its aforesaid action thereof against the said defendant, because it says that it was not and is not indebted to the defendant in Manner and form as the defendant has above thereof in his said second plea alleged; and this the plaintiff prays may be enquired of by the Country, &c. Primm for Pltff. City of St. Louis vs Martin Thomas St. Louis Circuit Court July Term 1840. And the said plaintiff says that the said third plea of the defendant in Manner and form aforesaid pleaded, and the Matter in the same contained, are not sufficient in law to bar the said plaintiff from having its said action thereof against him, and that the plaintiff has no

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Dem.

No necessity nor is it bound by the law of the land to answer the same: And this the plaintiff is ready verify: Wherefore for want of a sufficient plea in this behalf the said plaintiff prays Judgment &c. Primam for Plaintiff. And afterwards at the term and year last aforesaid on the first day of September the following further proceedings were had in said Cause, to wit, - "City of St Louis vs Martin Thomas Continued by Consent." And afterwards at the term and year last aforesaid on the seventh day of September the following further proceedings were had in said Cause, to wit, The City of St Louis vs Martin Thomas Now at this day come the parties aforesaid by their respective attorneys, and thereupon the said demurer of said plaintiff to said defendants third plea is by them submitted to the Court. Which being seen and heard and by the Court here fully understood: it is considered that the same be sustained. And afterwards on the eighth day of September in the year last aforesaid a petition for change of venue was filed in the words and figures following, to wit, "To the St. Louis Circuit Court. The petition of Martin Thomas respectfully represents. That the City of St. Louis has instituted an action of assumpsit against him to recover the amount of a bill of exchange for the sum of four hundred dollars of which your petitioner is the acceptor which said suit was set for trial in this Court on the seventh day of September instant but is still pending & undetermined. And your petitioner further represents that the circumstances attending the transaction upon which this suit is founded have been the subject of frequent comment in many of the newspapers published in the City of St. Louis that the publications thus repeatedly made, have been unjust & prejudicial to your petitioner. that the said circumstances have also been the subject of general remark among the people of the City of St. Louis the parties interested in a recovery against your petitioner in this case. & your petitioner verily believes that so much has thus been ^{said} written against him. that the inhabitants of this County have become & are prejudiced against him in reference to the subject of this. Your petitioner therefore prays that the Honorable Court will award a change of venue in this case to the County of Jefferson

Petition

up 270
M. Thomas State of Missouri County of St. Louis, ss. Martin Thomas the petitioner above mentioned by duly sworn deposes and says that the facts set forth in the above petition are true, & that he has just cause to believe that he cannot receive a fair trial of the suit in said petitioned mentioned on account of the causes alleged. M. Thomas sworn to this 8th Sept 1840. before me John Ruland Clerk. "And afterwards at the term and year last aforesaid on the eleventh day of September in said year the following further proceedings were had in said cause, to wit: The City of St. Louis vs Martin Thomas By consent of parties, and for good cause to the Court shown it is ordered that the venue of this cause be changed to the County of Jefferson And that the Clerk of this Court make out a full true and complete Transcript of the record and proceedings in this case, and transmit the same ~~also~~ together with all the original papers filed in the cause and not forming a part of the record, to the Clerk of the Circuit Court within and for the County of Jefferson.

State of Missouri }
County of St. Louis } ss. I, John Ruland Clerk of the St. Louis Circuit Court, do hereby Certify that the foregoing is a full true and complete transcript of the record and proceedings in the case of the City of St. Louis vs Martin Thomas as the same now remains in my office.

In testimony Whereof I hereto set my hand and affix the Seal of said Court at office in the City of St. Louis this twenty eighth day of December in the year of our Lord one thousand eight hundred and forty three.

John Ruland Clerk By
Chas. B. Clements D.C.

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The City of St Louis

as {
transcript
Martin Thomas

filed in Jefferson County
May 19th 1844
Jas. Matthews Clerk

Witnessed and sealed by City Clerk
City Comptroller \$2.25

Witness

Judgment for Plaintiff May 29th 1844.
Dana vs \$584. $\frac{10}{100}$.

Book 2 page 492
Attest. Just. Whetstone. Wm
J. D.