

Jefferson County Circuit Court
Case Files - CIVIL
Dec 1860 - No. 21

Box No. 12 Folder No. 73

Baldwin, Samuel W.
Dodd, Samuel M.
vs,
Dunnavant, William V.

Debt, notes

Debt \$108.94, \$108.94, \$108.94;
Real estate attached

\$108 $\frac{94}{100}$

St Louis June 13 1860

Sixty days after date we the subscribers of Trenton County of Clinton and State of Illinois promise to pay to Baldwin & Dodd, or order (a mercantile firm composed of Samuel W. Baldwin and Samuel Dodd) One hundred and Eight & $\frac{94}{100}$ dollars negotiable and payable for value received, without defalcation or discount with interest after maturity at the rate of ten percent per annum at Messrs. Clark Bros & Co. St Louis

Lockwood & Lunnarant

\$108 $\frac{94}{100}$

St Louis June 13th 1860

Thirty days after date we the subscribers of Trenton County of Clinton and State of Illinois, promise to pay to Baldwin & Dodd or order (A mercantile firm composed of Samuel W. Baldwin and Samuel M. Dodd) One Hundred Eight & $\frac{94}{100}$ dollars, negotiable and payable for value received without defalcation or discount with interest after maturity at the rate of ten percent per annum at Messrs. Clark Bros & Co. St Louis

Lockwood & Lunnarant

\$108 $\frac{94}{100}$

St Louis June 13th 1860

Ninety days after we the subscriber of Trenton ~~Clinton~~ County of Clinton and State of Illinois promise to pay to Baldwin &

Dodd, or order (A Mercantile firm composed
of Samuel H. Baldwin and Samuel M. Dodd)
One hundred Eight & ⁹⁴/₁₀₀ Dollars nego-
tiable and payable for value received without
deduction or discount with interest after ma-
turity at the rate of ten per cent per annum
at Messrs Clark, Bros & Co St Louis

Lickwood & Dunnivant

Received, January 28th 1860 from Elias J.
Hooney clerk of the Circuit Court of Jefferson
County, three promissory notes, signed by
Lickwood and Dunnivant upon which
said notes suit was instituted by attachment
in said Court, by Baldwin and Dodd, ag-
ainst said W & Dunnivant returnable to the
next Term of said Court 1860. Which said
suit is this day dismissed by said plaintiff
and said notes withdrawn, of which the
following are true copies.

Wm C. Fletcher
Atty for Plffs.

Samuel W Baldwin &
Samuel M Dodd
Plaintiffs against

William V Dummerant
Defendant.

In the Circuit
Court
of the
State of Iowa
Dec 7. 1860
County of Jefferson.

The plaintiff composing the firm of Baldwin & Dodd state that said defendant a member of the firm of Lockwood & Dummerant by his promissory note dated at Iowa the 13th day of June 1860 & unto annexed promised to pay Thirty days after date to the said Baldwin & Dodd or order (which firm was therein described as composed of plaintiffs) One hundred & eight dollars & ninety four cents negotiable & payable for value received without defalcation or discount with interest after maturity at the rate of ten per cent per annum at Messrs Clark Bros & Co Iowa which note still remains unpaid & for which with interest the plaintiffs ask judgment.

The plaintiffs further state that said defendant by his other note unto annexed dated at Iowa the 13th day of June 1860 promised to pay sixty days after date to the said firm of Baldwin & Dodd or order. One hundred & eight dollars & ninety four cents negotiable & payable for value received without defalcation or discount with interest after maturity at the rate of ten per cent per annum at Messrs Clark Bros & Co Iowa which note still remains unpaid & for which with interest plaintiffs ask judgment.

Plaintiffs further state that said defendant by
his other note dated the 18th day of June
1860 & hereunto annexed promised to pay to the
order of said John of Baldwin & Co. or order
one hundred & eight dollars & ninety four cents
negotiable & payable for value received without disal-
location or discount with interest after maturity
at the rate of ten per cent per annum at New
York City & State of New York which note still remains
unpaid & for which with interest thereon
plaintiffs ask judgment

J. R. Shepley atty.

State of Missouri
County of Monroe ss. Daniel W. Dean agent
for plaintiffs — being duly sworn on
his oath states that said petition & the matters &
things therein stated he believes to be true &
said affiant further states that said plaintiffs
have a just demand against said defendant
and that the amount which affiant believes the
plaintiffs ought to recover after allowing all
just credits and set offs is Three hundred
& twenty nine dollars & fifty three cents.
That he has good reason to believe & does
believe that said defendant William V.
Deenendant is now a resident of the State
of Missouri

Sworn to & subscribed
before me the 18th day of
September 1860 —

D. Daniel

Notary Public

St Louis Co.

D. W. Dean

State of Missouri }
County of Howard } ss Daniel W. Dean agent
for plaintiff - being duly sworn on his oath
states that said William V. Dunnarack is not
a resident of the State of Missouri.

Sworn to & subscribed before

me this 18th day of September
1860.

Daniel W. Dean

J. V. Daniel
Notary Public
St Louis Co



Samuel H. Baldwin & Samuel M. Dodd, Plaintiffs	In the Circuit Court Decr. T. 1860
against William V. Durnavant Defendant	

The Plaintiffs composing the firm of Baldwin & Dodd, state that said defendant a member of the firm of Lockwood & Durnavant by his promissory note dated at St Louis the 13th day of June 1860 & hereto annexed, promised to pay thirty days after date to the said Baldwin & Dodd or order (which firm was therein described as composed of plaintiffs) One hundred & eight dollars & ninety four cents negotiable & payable for value received without defalcation or discount with interest after maturity at the rate of ten per cent per annum at Messrs. Clark Bros & Co. St Louis, which note still remains unpaid & for which with interest the plaintiffs ask judgment,

Plaintiffs further state that said defendant by his other note hereto annexed dated at St Louis the 13th day of June 1860. promised to pay sixty days after date, to the said firm of Baldwin and Dodd, or order One hundred & eight dollars & ninety four cents negotiable & payable for value received without defalcation or discount with interest after maturity at the rate of ten per cent per annum at Messrs. Clark Bros & Co. St Louis, which note still remains unpaid & for which with interest plaintiffs ask judgment,

Plaintiffs further state that said defendant by his other note dated the 18th day of June 1860 & hereto annexed

promised to pay to the order of said firm of
Baldwin & Dodd, or order. One hundred &
eight dollars & ninety four cents, negotiable &
payable for value received without defalcation
or discount with interest after maturity at
the rate of ten per cent per annum at. Messrs
Clark Bros & Co. St Louis, which note still remains
unpaid & for which with interest thereon plaintiffs
ask judgment

J. R. Shepley atty

State of Missouri }
County of St Louis } ss Daniel H. Dean agent
for plaintiffs being duly sworn on his oath states
that said petition & the matters therein as therein
stated he believes to be true & said affiant further
states, that said plaintiff has a just demand
against said defendant, and that the amount
which affiant believes the plaintiffs ought to recover
after allowing all just credits and set offs is
Three Hundred and twenty nine dollars & fifty three
cents, that he has good reason to believe & does be-
lieve that said defendant William V. Dunnivant
is not a resident of the State of Missouri
Sworn to & Subscribed before
me this 18th day of Sep } Daniel H. Dean
tember 1860

(Ls) P. V. Daniel, Notary Public St Louis Co,

State of Missouri }
County of St Louis } P Daniel H. Dean, agent for
plaintiffs, being duly sworn, on his oath states that
said William V. Dunnivant is not a resident of
the State of Missouri. Daniel H. Dean
Sworn to & Subscribed before me
this 18th day of September 1860 }
P. V. Daniel, Notary Public } St Louis Co

A true copy of the original petition and
affidavit on file in my office in said Cause
In Testimony whereof I here to set
my hand and affix the Seal of
said Court, at office in Hillsboro
Sept. 20th A D 1866

Elias O Honey Clerk

Know all men by these Presents, That we,

Samuel M Dodd as principal and
James P Fiske & Thos C Fletcher

as securitys, are indebted to the State of Missouri, in the sum of Seven Hundred
dollars, for the payment whereof, we bind ourselves,
our heirs, executors and administrators, jointly and severally, firmly, by these presents, sealed
with our seals, and dated at ~~St. Louis~~, this seventeenth day of September
eighteen hundred and fifty sixty

The condition of this obligation is such, that whereas, Samuel M Baldwin
& Samuel M Dodd are

about to institute a suit in the Circuit Court of Jefferson County
~~St. Louis Court of Common Pleas~~, by attachment, against
William V Dummerant

defendant, for the sum of Three Hundred & twenty nine dollars,
and fifty three cents. Now, if the said plaintiff's shall prosecute them
action without delay, and with effect, refund all sums of money that may be adjudged to be
refunded to the defendant, or found to have been received by the plaintiff's, and not justly
due to them, and pay all damages ^{costs} that may accrue to any defendant or any
garnishee, by reason of the attachment, or any process or proceeding in the suit, or by reason
of any judgment or process thereon, then this obligation to be void, otherwise to remain in
full force.

Sam M Dodd {SEAL}

James P Fiske {SEAL}

Thos C Fletcher {SEAL}

{SEAL}

Filed and approved by me
Sept. 20th 1860. Elias J Honey Clerk

The clerk will please dismiss this
 cause at the costs of Plaintiffs
 Dated 28th 1861.
 This to the Clerk
 atty for Pepp

Exhibit of the
 County 1742

Amount to Plaintiff

Amount to Defendant

or

William & Son

Plaintiff

Amount to Plaintiff

Amount to Defendant

W. P. Pepp

Dated 28th 1861

Wm. P. Pepp

Dated 28th 1861

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attn to the clerk

Amount to Plaintiff \$1.00

Amount to Defendant 20

Amount to Plaintiff 50

Amount to Defendant 50

Amount to Plaintiff 50

Amount to Defendant 50

Amount to Plaintiff 25

Amount to Defendant 10

Amount to Plaintiff 25

Amount to Defendant 30

Amount to Plaintiff 1.00

Amount to Defendant 50

Amount to Plaintiff 80

County of Jefferson, St.
The State of Missouri,
To the Sheriff of the County
of Jefferson. Greeting:

We command you to at-
tach, William V. Dunnivant, by all and sing-
ular his lands and tenements, goods, chattels, rights,
moneys, credits, evidences of debt, and effects, or so
much thereof as shall be sufficient to satisfy the
sum of Three Hundred and twenty nine ⁵³/₁₀₀
dollars, with interest and costs of suit in whose
possession soever the same may be found in your
County, and that you summon the said Will-
iam V. Dunnivant, that he be and appear before
our Circuit Court of the County of Jefferson, on the
first day of the next term thereof to be holden at
the Court House in Hillsboro in said County of
Jefferson on the second Monday after the fourth
Monday in November next, then and there to answer
the petition of Samuel H. Baldwin and Sam-
uel M. Dodd, wherein they ask judgment for
three hundred and twenty nine ⁵³/₁₀₀ dollars. And
that you also, summon, all other persons, that
you shall find in possession of goods, moneys or
effects of the defendant, ^{puta} and such other persons
as the plaintiff or his attorney shall direct as gar-
nishers, to be and appear before our said Court
at the time and place aforesaid, then and there
to answer such allegations and interrogatories as
may be exhibited against them: and have you
then there this writ.

In Testimony whereof I have hereto
signed my name and affixed the
Seal of said Court, at office in Hillsboro
this 20th day of September A.D.

Eighteen hundred and Sixty
Elias J. Hooley Clerk

This attachment came to hand September 25th AD 1860 and I do hereby do declare that I did attach A certain parcel of land partley in Jefferson county and partly in St Louis county and being the South half of A certain tract of Land containing 160 Acres in the State of Missouri which tract is the South West part of W S Survey No 1987 in Township 43 & 44 Range 5 East bounded North by A portion of said survey conveyed to Levi Ashly by sheriff Deed dated July 16th 1856 East by A portion thereof set of by commissioners to William Brock & wife. South West by the original line of said survey being the south part acquired by W. T. Dunnivant of F. W. Thompson and wife by deed dated 25 February 1858 the said South half containing 80 Acres more or less also A portion of W S Survey No 3011. A plat of which made by Jacob Smith for Lewis V Bogg administrator de bonis non of the Estate of Charles Gratiot dec^d being known on said plat as the South East quarter of section

No 21

To Jefferson Circuit Court

December Term 1860

Saml. W. Balchewich &

Samuel M. Dodel

vs { Attachment

Wm. T. Dunnivant.

Sheriff fee 1.00

2518
1860

one in Township 43 & 44 Range 5 East containing 160 Acres bounded Westwardly by land of Anderson Bowles and I gave Marshal Price notice of said attachment on the 28th day of November 1860 and do attach all the right and title of William T. Dunnivant to the said described land

by Oscar Doved Sheriff