

**[OBVERSE]**

[sideways, from right to left]

[double line]

[handwriting:] Gore [print:] DISTRICT COURT.

[double line]

[handwriting:] Amasa Beebe [print:] Plaintiff

versus

[handwriting:] S. N. Johnson [print:] Defendant

[handwriting:] — ‘ —

Served 29<sup>th</sup> July

By G W Alderman

33 Miles

filed Sept<sup>r</sup>. 30<sup>th</sup>. 1830

[print:]

[double line]

DECLARATION AND SUMMONS.

[double line]

WILLIAM NOTMAN,

Plaintiff's Attorney.

[regular orientation from top to bottom]

[print:] To [handwriting:] Samuel N. Johnson

[print:] TAKE NOTICE, That unless you appear at the Return of the within Declaration and Summons, and plead thereto, within three days after the Return thereof, Judgment [sic] by Default will be signed against you, and damages assessed by a Jury of the Country, at the next Sittings of the [handwriting:] Gore - [print:] District Court.

[handwriting:] W<sup>m</sup> [William] Notman  
Plff. [Plaintiff?] Atty. [Attorney]

Amasa Beebe

S. N.<sup>[os?]</sup> Johnson

[large curly brace “}”]

[print:] IN THE [handwriting:] Gore [print:] DISTRICT COURT.

[handwriting:] George Washington Alderman —

[print:] of the Town [handwriting:] — [print:] of [handwriting:] Ancaster — [print:]  
in the [handwriting:] Gore — [print:] District, [handwriting:] Constable — [print:]

maketh Oath, and saith, that he did personally serve the above named Defendant with a true copy of the within Declaration, Summons and Notice, on the [handwriting:] twentyninth [sic] [print:] day of [handwriting:] July — [print:] one thousand eight hundred and [handwriting:] thirty — [print:] and necessarily travelled [handwriting:] thirty three — [print:] Miles, to make such service.  
[handwriting:] G W Alderman

[print:] Sworn before me, at [handwriting:] Hamilton [print:] in the [handwriting:] Gore [print:] District, this [handwriting:] thirtieth [print:] day of [handwriting:] September [print:] 183[handwriting:]0

[large curly brace “}”]

[Signature of John Saw?]  
[CCKSWG?]  
[line flourish]

[REVERSE]

[print:] UPPER CANADA,  
[handwriting:] Gore [print:]  
DISTRICT. To Wit.  
[large curly brace “}”]

[print:] GEORGE THE FOURTH, by the Grace of  
God, of the United Kingdom of Great Britain and  
Ireland, King, Defender of the Faith.

[seal]

[print:] To the Sheriff of the [handwriting:] Gore [print:] District—  
**GREETING:** We Command You, ^[inserted above in handwriting:] as we have  
before commanded you [print:] that you summon [handwriting:] —  
— Samuel N. Johnson —

of your District, to appear either in person or by [handwriting:] his. [print:]  
Attorney, at our District Court, to be holden at the Town of [handwriting:]  
Hamilton [print:] in the said Dis-[note: cut off by end of line] trict on  
[handwriting:] Monday [print:] the [handwriting:] Twenty seventh [print:] day of  
[handwriting:] September [inst.?] [print:] to answer to the complaint of  
[handwriting:] Amasa Beebe —

of a Plea of Trespass  
on the Case, upon promises. For that, Whereas, the said [handwriting:] Samuel —

[print:] on the [handwriting:] twenty seventh [print:] day of [handwriting]  
September — [print:] in the year of our Lord one thousand eight hundred and  
[handwriting:] twenty eight — [print:] at [handwriting:] Hamilton — [print:] in  
the said District, made [handwriting:] his [print:] certain Promissory Note in  
writing, and then and there delivered the same to ~~the said~~ [above it in  
handwriting:] [unknown] David [Dewar?] [print:] Plaintiff and thereby for value  
received [handwriting:] — [print:] promise[d inserted by hand?] to pay  
[handwriting:] to the said David [Dewar?] or bears the sum of six pounds five  
shilling[s?] Currency, towit, lawful money of Upper Canada, on the first day of  
[January?] in the year of our Lord one thousand, eight hundred and thirty, and the  
said David [Dewar?], [towhom?] or to the [Bearer?] of the said Promissory Note the  
payment of the said sum of money in the said Promissory Note specified was thusley  
[sic] the made, after the making of the said Promissory Note and before the payment  
of the said sum of money [therein?] specified, towit, on the day and your aforesaid,  
towit, at Hamilton in the District aforesaid, duly transferred assignd [sic] and  
delivered the said Promissory Note to the said Amasa Beebe, who thusley then and  
there became and was and from [therein?] hitherto truth been and still is the lawful  
[Deam?] thereof and wither to the payment of the said sum of money [therein?]  
specified.

[print:] by reason whereof, and by force of the Statute in such case made and  
provided, the said Defend-[note: cut off by end of line] ant became liable to pay  
the said Plaintiff the said sum of Money, in the said Note mention-[note: cut off by  
end of line] ed, according to the tenor and effect thereof; and being so liable,  
[handwriting:] he [print:] the said Defendant in consideration thereof,

afterwards, to wit, on the same day and year aforesaid, to wit, at [handwriting:] — Hamilton [print:] in the District aforesaid, undertook, and then and there faithfully promised the said Plaintiff to pay [handwriting:] him [print:] the said sum of Money in the said Note mentioned, according to the tenor and effect thereof. And whereas also, afterwards, to wit, on the [handwriting:] first — [print:] day of [handwriting:] February — [print:] in the year of our Lord one thousand eight hundred and [handwriting:] thirty — [print:] to wit, at [handwriting:] Hamilton [print:] in the said District, the said Defendant [handwriting:] [pay?] [print:] indebt-[note: cut off by end of line] ed to the said Plaintiff in the further sum of [handwriting:] five — [print:] Pounds of lawful money aforesaid, for the work and labor, care and diligence of the said Plaintiff by [handwriting:] him [print:] the said Plaintiff before that time done, performed, and bestowed, in and about the business of the said Defendant and for the said Defendant and at [handwriting:] his — [print:] special instance and request; and also in the further sum of [handwriting:] five — [print:] Pounds, of lawful Money afore-[note: cut off by end of line] said, for divers [sic] Goods, Wares, Merchandizes, and Chattels, before that time sold and deliv-[note: cut off by end of line] ered by the said Plaintiff to the said Defendant and at [handwriting:] his — [print:] special instance and request; and also in the further sum of [handwriting:] five — [print:] Pounds of lawful Money afore-[note: cut off by end of line] said, on an Account on the day and year last mentioned, settled, and stated, between the said Plaintiff and the said Defendant at [handwriting:] Hamilton [print:] in the District aforesaid, and being so indebted [handwriting:] he [print:] the said Defendant in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at [handwriting:] Hamilton [print:] in the District aforesaid, undertook and promised the said Plaintiff to pay [handwriting:] him [print:] the said sums of money in this Count mentioned, when [handwriting:] he [print:] should be thereunto afterwards requested. Yet, the said Defendant not regarding [handwriting:] his [print:] said several promises, made as aforesaid, [handwritten:] [had?] [print:] not yet paid the said sums of Money above mention-[note: cut off by end of line] ed, or any part thereof to the said Plaintiff (although often requested so to do,) but neglected and refused, and still neglects and refuses to pay the same to the said Plaintiff as [handwriting:] he [print:] says to [handwriting:] his [print:] damage of [handwriting:] ten — [print:] Pounds and therefore [handwriting:] he [print:] bring [handwriting:] [unknown symbol?] his [print:] suit, &c.

WITNESS [handwriting:] Thomas Taylor — [print:] Esquire, Judge of our said District Court, at [handwriting:] Hamilton [print:] in the said District, this [handwriting:] third — [print:] day of [handwriting:] July [print:] one thousand eight hundred and [handwriting:] thirty — [print:] and in the [handwriting:] eleventh [print:] year of our Reign.

WILLIAM NOTMAN,  
Plaintiff's Attorney.

[signature of John Saws?]  
[CCKSWG?] [line flourish]