Platte County Circuit Court
Circuit Court
November Term 1866 No. 768

Box 70 File 26

Railey, John M.
Railey, Egbert W.

vs

Robertson, Hugh
Gilbert, Samuel A.
McCurdy, Solomon N.
Alexander, Nelson J.
Duncan, Edward P,
Evans, Joseph B,
Guthrie, William A.

- Unknown

- Cannot determine specific action.
- Re: Judgment from Weston Court of Common Pleas + Execution
- Refers to Slaves: Emma; Betty + her infant child; Henry; Joe; Bill
- Case began before WCCP; moved to Circuit Court by change of venue

39

H 41 35

M. & E. W. Railey

Vs Change Venue

Hugh Robertson, et alia.

768

Transcript from H. C. C. R.

768

39

Judgment

April 6th 1869,

Book "L" Page 243 1/2

25

Filed Nov 3rd 1869.

39

768

2

Samuel A Gilbert
Solomon P McCourdy
Nelson I Alexander
Edmund P Duncan
Joseph B Evans, &
William A Guthrie, defendants

The plaintiff states that on the 17th day of February 1860 they recovered a Judgment in the Weston Court of Common Pleas for Platte County for five hundred & six 45/100 Dollars, with ten per cent interest against Hugh Robertson one of the defendants, and on the 6th day of December 1860, an execution was issued thereon, from said Court, against the defendant, and on the 6 day of December 1860 it was levied upon 100 hogs in the pen 140 acres of corn in the field & on the 1st day of January 1861 it was levied upon five yoke of Work Cattle three Wagons four head of Horses & Mules, 11 Milch Cows, one hundred head of stock Hogs Household & Kitchen Furniture, one buggy & harness, four Stacks of Hay, one negro woman named Emma aged sixty years, one negro woman named Betty & child, all the Tools & machinery belonging to the Still House two Copper Stills, with appurtenances thereunto belonging, Farming tools, Steam Saw & Grist

1

State of Missouri
County of Platte } Sct

Pleas at a Term of the Weston
Court of Common Pleas, within
the County and State a
foresaid, begun and held at
the Court Room in the City of
Weston, on Monday the 11th
day of February A. D 1861
the Hon James Donipham
being sole Judge thereof

Be it remembered that heretofore to wit on the
16th day of January A. D 1861 there was filed
in the office of the Clerk of our said Court
a certain petition, wherein John M
Railey and Egbert W. Railey are plain-
tiffs and Hugh Robertson, Samuel A
Gilbert, Solomon P. McCurdy, Nelson
J. Alexander, Edward P. Duncan
Joseph B. Evans and William A. Guthrie
are defendants, which said petition
is in words and figures as follows to wit

Petition In the Weston Court of Common Pleas
February Term A. D 1861 for Platte County
John M. Railey & Egbert W. Railey Plaintiffs
vs } Petition
Hugh Robertson

3

Mills, with all the Machinery & appurtenances thereunto belonging, situated on the farm of the defendant, and all in his possession, the execution & the levy thereon is in the hands of the Marshal of the Weston Court of Common Pleas, and is asked to be made a part hereof. Plaintiffs state that on the 2d day of October 1860 there was paid on the said Judgment Ninety one Dollars and Nov 1st 22 cts & that the costs and the costs

---

are still due on said execution from the defendant. The Plaintiff states that the defendant Hugh Robertson by his deed of Trust made & executed on 11th February 1860 conveyed to the defendant Samuel A Gilbert in Trust, one thousand barrels of Corn, four yoke of heavy Oxen, Three Wagons, five head of Horses, four milch cows & his Stock Hogs, all the sawed Lumber that is now or may be on hand at my saw Mill, all my household & kitchen furniture that I now have, or may have, one buggy and harness four Stacks of Hay, all my farming tools &c &c, two bells & fixtures, one saw and gear Mill, one Negro boy Henry about thirty years old, one negro woman Emma about 45 years old, also my two negro boys Joe & Bill, which I have hired out for the year 1860 & one negro woman named

4

Bettie & infant daughter, all the stock
tools, machinery & other property belonging
to said stillhouse and saw Mill together
with all activity, that may be manufactured
at said stillhouse during the continuance of
this deed of Trust. The above deed of trust
purports to be made to secure the payment of a Judg
ment obtained by W. J. Alexander the defendant
against said Robertson at the June Term
of the Weston County Court of Common Pleas in 1859
for $2403 44/100 with interest & Costs, also one
other Judgment rendered at the October Term
of said Court for $250 52/100 interest & costs in
favor of Edward P. Duncan the defendant
herein, also one other Judgment in said Court
rendered at the October Term 1859 in favor
of N. J. Williams for $220. with interest
& costs, & which last two Judgments the defen
dants McCurdy & Alexander assumed
to pay for said Robertson, and the last named
one to Williams has been paid by them
to him, and he has no further interest in
the Trust property, also other Judgments
in favor of Jos B. Evans before a
Justice of the Peace for $243 44/100 also to
secure a promissory note, executed by said
Robertson, with McCurdy & Alexander, as
his securities to E. P. Duncan aforesaid for

is fraudulent, & that the defendant Robinson, was indebted to other persons in large amounts, and they allege that the said Deed of Trust was executed with the design and intent to ——— hinder & delay the creditors of the said Robinson in the collection of their debts.

They allege that the said defendant Robinson, when he executed the said deed, designed thereby to hinder or delay the plaintiff or other of his creditors in the collection of their debts, The plaintiffs further state that the defendant W. A. Guthrie, claims to have or they are informed, a mortgage on part of the personal property aforesaid, to secure him for some liability, but they have not been able to see the said mortgage, and pray he may be made a defendant, and be required to answer this petition, Plaintiffs state that the effect of the deed of Trust has been to hinder and delay them in the collection of their debts, and that the same is fraudulent and void as to the creditors, And they pray the Court that the same may so be declared by Judgment thereof. They pray that all the said defendants be required to answer

8

this petition, and the Trustee, and the said Alexander, be required to ——— make an exhibit of all the property mentioned in the said deed of Trust, and where the same now is, and the said Petitioner, be likewise required to make an exhibit of the property given ——— up and what payments have been made upon the said debts mentioned in the deed. And upon a final trial, they pray that they be substituted to the right of the Trustee in point of priority, and that the Court order a sale of first the Stock Hogs and Corn in the field to pay their debts, and if that is not sufficient, then any other of the property levied upon by the Execution mentioned ——— until the debt and costs are paid, and they pray for such other and further relief as to equity and justice belong.

Dangerfield & Lawson &

Spratt & Merryman

Attys for Plaintiffs

John M. Railey one of the plaintiffs for himself and as agent for his co plaintiffs makes oath and says he believes the foregoing petition & the matter therein stated are true.

John M. Railey

5

$1091.29 dues twelve months after date with ten per cent after due and dated January 21st 1860, and it was further agreed & covenanted in the said deed that if said Robertson failed to pay fifteen hundred Dollars of the Judgment of Alexander within four months of the date of said deed of trust, the Trustee, was to sell sufficient of the property mentioned in said deed, to make $1500 and it was further covenanted therein that if the grantor failed in sixe months from the date of the deed to pay the balance of said Judgment to said Alexander & the Judgments of Duncan, Williams & Evans, the said Trustee might proceed to sell sufficient of said property to pay all said debts & if the note to Duncan was not paid in one year from the date of said deed, the trustee was empowered to sell the property mentioned in said deed, to pay the same, the said deed therefore proceeds to constitute N. L. Alexander the agent of the defendant Robertson to sell lumber, whiskey and other produce, & apply the proceeds to the payment of the above debts, the sales to be at public auction after made by the Trustee after publication in some newspaper published in Platte County, a copy of which deed is herewith filed, marked A & asked to be made a part hereof. The original being in the posses

6

sion of the defendant J. A. Gilbert & not under the control of plaintiffs. They state that since the execution of the Deed of Trust aforesaid one of the Negro boys Henry has been sold and a credit of some eight or nine hundred Dollars entered on the Judgment of the said Alexander, and that all the rest of the property has been left in the possession of the said Robinson, who has wasted and squandered a great dedl of it, that since they have had their execution levied on the property above set out. The Trustee claims the same under said deed, when in fact the barn & the Stock & Hogs were not in existence at the date of the Trust deed, & have been acquired by the defendant since, and said Trustee refuses to permit plaintiffs to sell such property for the prayment of their debt, Plaintiffs state that as they are informed through the negligence of the said Trustee & said Alexander, the property in the deed of mentioned has been wasted lost, injured and deteriorated to the amount of about Twenty five hundred Dollars.

Plaintiffs state that at the date of the execution of the deed of Trust, they had a suit pending in the Weston Court of Common Pleas on which their present Judgment

9

Sworn & Subscribed before me this 16th day
16th 1861

In testimony whereof I have set
my hand and Seal

(Seal)

John Donisthan
Notary Public

Exhibit A

Exchibit "A"

This deed of Trust made and entered into
this Elevenths day of February 1860 by and between
Hugh Robertson of the first part and Solomon
P. Milburdy and Nelson A. Alexander of the
second part, and Samuel A. Gilbert of the
third part witnesseth, That the said party of
the first part, in consideration of debts and
trust hereinafter mentioned and created, and of
the sum of one Dollar to him paid by the said
parties of the second part (the receipt of which
is hereby acknowledged) does by these presents
grant bargain and sell unto the said parties
of the second part, and to their heir or assign
the following described personal property to wit
One thousand bushels of Corn, Two Yoke of Ivory
oxen, three Waggons five head of Horses four
milch cows, all my Stock Hogs, all the sawed
Lumber, that is now or may be on hand at
my saw mill, all my Household and Kitchen
furniture, that I now have, or may have, one
Buggy & Harness, four stacks of Hemp all my

10 farming tools &c &c Two Stills and fixtures One Yaw and Grist Mill, One Negro boy Henry about thirty years old, one Negro Woman Emmick about forty four years old, also my two negro boys Joe & Billy, which I have hired for the year 1860, and one negro woman named Bettie and my adopted daughter, all the Tools, Wagons, Machinery and other property belonging to the said Still House and Saw Mill, together with all Whiskey that may be manufactured at said Still House, during the continuance of this deed of trust.

The above specifications of property shall include all the personal property of any kind that I now own or may acquire during the continuance of this Trust.

The above sale is in trust however for the following purposes. To secure the payment of a Judgment obtained by W. S Alexander against said Roberson at the Weston Court of Common Pleas June 14th 1859 for Twenty seven hundred and three & 44/100 Dollars, together with 10 % interest and all costs, also one other Judgment in favor of Gov. M. Dawson and against said Roberson in Weston Court of Common Pleas Oct 18th 1859 for Three hundred fifty 50/100 Dollars, with

10% interest, and all costs, and also one other Judgment in same Court against said Robertson and in favor of W J Williams October 19th 1859 for Two hundred and Twenty Dollars, with interest and all costs, the two latter Judgments the said McCurdy and Alexander have assumed to pay for said Robertson, also one other Judgment in favor of Jos B Evans and against said Robertson, before Justice of the Peace for Two hundred seventy three 44/100 Dollars. Also to secure one promissory note executed by said Robertson with said McCurdy & Alexander for securities to Edw. H. Duncan dated Jany 21st 1860 for the sum of One thousand Ninety one & 29/100 Dollars, payable Twelve months after date, with ten per cent interest after maturity. Now therefore if said Robertson, shall fail to pay Fifteen Hundred Dollars on said Judgment of W. J. Alexander above mentioned at the expiration of four months from the date of this deed; then the said party of the second part may proceed to sell as hereinafter prescribed so much of the property herein conveyed as may be necessary to make such ~~Judgment~~ payment. And if said Robertson shall fail to pay the Judgments of said Duncan Williams and Evans and

the balance of said Judgment of N. J. Alexander at or before the expiration of six months from the date hereof, then said party of the third part may proceed to sell as hereinafter described so much of the property herein conveyed, as may be necessary to pay said Judgments. And if said Robertson should fail to pay the said note ~~of said Duncan Williams & Evans, and the~~ executed to Edw P. Duncan above mentioned at or before the expiration of twelve months from date hereof, then said party of the third part may proceed to sell as hereinafter directed so much of the said conveyed property as may be necessary for the purpose, and apply the proceeds thereof to the payment of said note

And said Hugh Robertson hereby constitutes said N. J. Alexander his agent for the sale of Timber, Whiskey and other produce, and authorizes him to apply the proceeds of such sales to the above mentioned Judgments. And if in the event that said Robertson should fail to make such payments, and said sale should become necessary, the said conveyed property or any part thereof, may be sold, and the proceeds applied as hereinbefore set forth, by giving fifteen days notice of the time, terms and place of sale, and the property to be sold, in some newspaper published

in Platte County Missouri, said sale to be at public auction to the highest bidder for cash in hand. And the said party of the third part is hereby authorised to give bill of sale of said property the purchaser thereof, and apply the proceeds of all such sales, as hereinbefore directed (The interlineations "Baltie & her infant daughter in the property hereby conveyed and "the balance of said Judgment of said A. J. Alexander in 3rd page, were made before the execution of this deed)

In witness &c &c

Signed H. Robertson

Samuel A. Gilbert

and afterwards, to wit on the 18th day of January A D 1861 there was issued out of the Clerks office of our said Court a certain writ of summons, in words and figures as follows, to wit

Summon State of Missouri }
County of Platte } ss

The State of Missouri, to the Marshal of the Weston Court of Common Pleas in Platte County, Greeting: You are hereby commanded to summon Hugh Robertson Samuel A Gilbert Solomon P. McCurdy Nelson J. Alexander Edward P. Duncan

14 Joseph H Evans and William A Guthrie that they be and appear before the Judge of our Weston Court of Common Pleas, on the first day of the Term thereof, to be holden at the Court Room in the City of Weston and County aforesaid, on Monday the 11th day of February 1861, and there to answer unto the petition of John M. Railey and Egbert W. Railey, wherein fail not, and have you then there this writ

Witness J. A Price Clerk of the Court of Common Pleas, with the Seal thereof affixed at Weston on this 18th day of January AD 1861

(Seal)

James A. Price Clerk

By James E Mourch D.C

upon which writ, there was endorsed the following Return

Return Served this writ by delivering to the within named defendants Solomon W. McCurdy Samuel A. Gilbert Joseph H Evans, and William A. Guthrie a true copy of the within writ and petition in Weston Township Platte County Mo on this 21st day of January 1861

F W Hood M. W. C C Pleas

states
that no act of his has prejudiced the rights of the Plff
and that he denies the right of Plff to be substituted
to the rights of the Trustee in any manner to interfere
with the rights of this defendant. Deft states that
the debt for which he is liable are security debts for
said Robertson, and were owing by him prior to
his executing said deed no property mentioned in said deeds
has been
vested by any one, so far as he is informed. Deft denies
all fraud in the execution of the deed of Trust, so far as he is
interested or has any knowledge. And having answer
fully, prays that his interests may be protected by
the Judgment or action of this Court.

Sol P. McCurdy

I as the defendant state that I believe the matters
& things as stated in the foregoing answer are
true

Sol P. McCurdy

Sworn to and subscribed to before me
this 13th Feby 1861

J A Price Clk

The answer of Samuel A Gilbert is in words
and figures as follows to wit

Answer of Gilbert

J M & E M Bailey Plffs
vs } Answer
H Robison & others Defts

S A Gilbert for his seperate answer to Plffs bill of
says he admits the execution of the deed of trust

mentioned in the petition, and denies having any know
ledge as to whether any waste has been committed by
Robertson or any one else, He denies emphatically that
through his neglect or in connection with Alexander
that any of said property has been wasted lost injured
or deteriorated in the sum of about $4500.00 or
any other sum, and he also denies that he ever refu
sed to permit the Marshal or any body else to sell
the property under execution or otherwise as charged
in the Petition. But he does claim all the property
in said deed mentioned to have been conveyed to
him for the purposes mentioned in said deed.
He denies being a party to, or having any know
ledge of any fraudulent arrangement, connected
with said conveyance. He is and has been
at all times, whenever required to perform his
duty as Trustee, and having answered fully
prays to be dismissed with his costs

Sol P. McCurdy
Atty for Defs

I as agent for defendant, on oath state that I believe
the above answer & the matters therein as stated are true

Sol P. McCurdy

Sworn to and subscribed before me this
13th Feby 1861

J. A. Price Clk

The answer of Edmund P. Duncan has

15 Served this writ, by delivering a true copy of the within writ and petition at the usual place of abode of defendant Hugh Robertson with a white person, a member of the family over the age of fifteen years in Marshall Township Platte County Mo, on this 19th day of January 1861

E. W. Hood M. C. C. Clerk
by E. R. Mills D. M.

Served this writ by delivering a true copy of the within writ and petition to the defendant Nelson J. Alexander in Marshal Township Platte County Mo this 19th day of January 1861

E. W. Hood M. W. C. C. C.
By E. R. Mills D. M.

Served this writ by delivering to the within named defendant E. N. Duncan a true copy of the within writ in Waelow Township Platte County Mo on this 22d day of January 1861

E. W. Hood M. W. C. C. Clerk
by W. H. Romey D. M.

and afterwards the following was entered of Record

16 February Term February 13th A.D 1861

Record J. M. and E. M. Railey

vs

Hugh Robertson et ads

Now at this day come Solomon P. McCurdy, Samuel A Gilbert, E P. Duncan and Nelson J. Alexander, and file their seperate answers in this cause

The answer of Solomon P. McCurdy is in words and figures as follows to wit.

Answer of J. M. & E. M. Railey Plffs

McCurdy against

Hugh Robertson & others Defts

Sol P. McCurdy one of the defendants for his seperate to Plffs petition, says that whether Plffs on the 14th day of Feby 1860 recovered a Judgment against Defts H. Robertson for $506.00 in said Court and that execution issued on the same, and the Marshal of the Water Court of Common Pleas, by virtue thereof, made a levy on the property mentioned; and in the manner as stated in their petition, he does not know, nor has sufficient knowledge or information on the subject to form a belief, and calls for proof. Deft admits the execution of the deed of trust for the property & purposes therein mentioned, and states that he has no other interest than therein expressed. Defts

19 been lost or mislaid, and cannot be found although diligent search has been made therefor.

The answer of Nelson I Alexander is in words and fegures as follows to wit

Answer of Alexander

I M & E H Railey Plffs
against } Answer
Hugh Robertson & others Defts

The seperate answer of Nelson I Alexander to the peletion of plaintiff says that whether Plffs have Judgment & Execution against Defs Robertson, and that the same has been levied on the property of said Robertson as charged in their petition, he does not know, nor has he sufficient knowledge or information on the subject to form a belief on, and therefore he calls for proof. This defs admits the execution of the deed of Trust by Robertson to Gilbert, but emphatically denies that it was executed to defraud Creditors, or Plffs, but for the purpose of securing the debts therein expressed. This defs denies that any of the property has been wasted by his instrumentality or knowledge, or that he and the Trustee Gilbert ever combined for that purpose or consented to any waste. The defs states that he has received from said Robertson as part payment of his debt in the deed of Trust mentioned

20

508 gallons of Whiskey amounting to $254 00/100, 4900 pounds of Pork amting to $245.00/100 and one negro man named Henry who was sold to one John L Shumate at St Louis for $1000.00/100, But who has since brought suit to recover damage on a breach of warranty of soundness to of said Negro, That said suit is now pending in the Westonle court of Commen Pleas and when determined whatever is recovered in said suit, & the costs and attorneys fees & costs of sale deducted from the $1000 00 which will be one a balance to be placed as a credit on the Judgment debt mentioned in said deed of trust

This defendant denies the right of Plff to levy their Execution on the Corn in the field, or the Stock Hogs, as they are all embraced in the Deed of Trust, and ~~were~~ so intended at the time of the execution of the same and said Stock Hogs if any then or that have been acquired since the date of the deed, and all the Crop grown last year were sold by said Robertson to said Trustee to secure and pay the debts, in the Deed mentioned. This defendant says he has acted in good faith in all this matter, and therefore denies the right of Plff to be substituted to the rights of the Trustee or that the debts mentioned in said Deed in which he is interested, should be postponed to that of the Plffs. Deft denies that from his negligence or knowledge, any of the property in said deed mentioned has been wasted injured or deteriorated to the amt of about $2500 00

21 or any other sum. Defts denies the right of Plff to recover the Judgment of the Court asked for in their petition, and asks that his rights may be protected &c

McCurdy & Gilbert
Attys for Defts

I as Deft on oath say that I believe the above answer and the matters therein as stated are true

A. J. Alexander

Sworn to and subscribed before me this 11th Feby A.D 1861

James A Price Clerk
By James L. Marsh DC

and afterwards the following was entered of Record

Record February Term Tuesday February 19th 1861

J M and E M Railey

vs

Hugh Robertson et als

Now at this day comes the defendant Hugh Robertson by his attorney and files his seperate answer herein

said answer is in words and figures as follows to wit

22 J. M. & W. Bk Railey & Pltffs

Robertson against } Answer

Answer H. Robertson & others Defendants

Hugh Robertson one of the defendants, for his separate answer to Pltffs petition, says he admits the execution of the deed of trust to Gilbert, but denies that it was executed with the intent to defraud, hinder or delay any of his creditors, or Pltffs in the collection of their debts that the debts mentioned in said deed were all genuine debts and fair and bona fide transactions, and the deed of trust was executed to secure them and for no other or different purpose, Defendant denies that the execution of Pltffs have ever been levied on any of his personal property, that the same has never been removed from his possession by any one, defendant denies the right of Pltffs to the Judgment prayed for, or that they are entitled to or have any lien on the corn in the field or Stock Hogs, any more than any other property mentioned in the deed of trust. That he intended and did sell and convey in said deed of trust, all the crops grown in the year 1860, or during the continuance in force of the deed of Trust, and all increase of Stock and other property whatever. That he recognizes the right of the Trustee to sell and apply the proceeds of sale of all the property mentioned in said deed & all the increase, whether Hogs Corn or whatever it may consist to the payment of the in said deed mentioned, and the balance if any, will be subject to the payment of any other Creditors I may have,

23 This defr denies that the property mentioned
in said deed, has been wasted, unpaired, de
teriorated or destroyed by him or any one
else to his knowledge or belief farther than the
usual wear & use of machinery &c about the Mill
and Distillery, which has been fully compensated
by the increase in the property. Defr says he has
paid A. J Alexander 508 gallons of Whiskey
amtng to $254.00 also 4900 lbs of Pork at $245.00
and one negro man named Henry the pro
ceeds of whose sale is to be placed as a credit
on his debt, when, after the determination of a
suit now pending in the Western Court of
Common Pleas by J Le Shumate vs C W Hyde
and costs of sale &c, shall ascertain the amount
that should be credited, said suit being brought
to recover damages for a breach of warranty
on the sale of said Negro. This defendant
denies generally and specifically all the
allegations in Plffs referring to or affecting this
Defr, and asks that he may be dismissed
with his costs having answered fully.

Mc Bundy & Gilbert
Attys for Defr

John A. Robinson agent for defendant on oath
says he believes the above answer and the matter
therein as stated are true

John A. Robertson

Sworn to and subscribed before me this
19th day of February A.D 1861
James A Price Clerk
by James L Adams DC

and afterwards the following was ent
ered of Record

February Term Thursday February 21st 1861

Record J. M. and E. W. Railey
vs
Hugh Robertson et als

Now here on motion of the said defendants
by their attorney, this cause is placed at the
foot of the Docket.

and afterwards the following was entered
of Record

February Term Friday February 22d 1861

Record J. M. & E. W. Railey
vs
Hugh Robertson et als

Now here by agreement of parties,
this cause is set for hearing on Wednesday
next.

24

of said deed of trust, especially the crops of Corn and all other crops grown on the farm of his co defendant Robertson, and all increase of stock Hogs & other Stock as being embraced in the sale by said Deed of Trust, and for the uses and purposes therein expressed. This defendant denies being a party to or knowing any knowledge of any fraudulent arrangements connected with the Sale of said property, or the Execution of said Deed.

This defendant further states that he has had at no time, any other interest in the property other than as Trustee, and he has at all times acted in good faith towards all parties interested therein

This defendant admits the sale of the negro man Henry but does not know what amt of credit is due on the claim of his co-defendant Alexander debt nor can it be ascertained until the final determination of a suit of L. L. Thomas & H. Kyle yet depending which puts in issue his accounts. The Hogs and Whiskey that have been taken from the possession of said Neigh. Robertson, was sold and the proceeds credited by said Alexander on his debt mentioned in the deed and is accounted for in his answer to pltff petition

This defendant further states that on the 3rd day of January 1855 proceeded to advertise, and advertise, all the personal property in the deed of Trust mentioned in the Western Mail, a weekly newspaper published in Platte County Missouri, and continued its publication for four consecutive weeks, and did in

pursuance of said advertisement, and the power vested by the deed of Trust, proceed to sell and did sell at Public Vendue for Cash, all the personal property mentioned therein, as well as the Stock Hogs, and Corn, grown in the year 1860 as embraced in the terms of said sale by said Deed of Trust and delivered the same to the purchaser, said Sale was made at the residence of Hugh McAlister on Platte County Missouri on Friday the 22. day of February 1861, Sale amounted to $539 50/100, and in accordance with the notice above mentioned, a copy of which is hereto attached, and asked to be made part of the answer.

This defendant denies the right of Pltff to be entitled to his rights under the deed of Trust, or in any way affect his interest thereon, that the proceeds of said sale, amounting to the sum of $ 539 50/100 after deducting all the expenses of making and executing the Trust & Sale, will be credited on the debts mentioned in said Deed.

This defendant further states that the petition of Plaintiff does not state facts sufficient to constitute a cause of action and therefore should be dismissed

Defendant having answered fully prays to be dismissed with his costs

Burnes & McCurdy
for Defts

25 and afterwards the following was entered of Record

February Term Saturday February 23d 1861

Record J. M and E. M Railey

vs

Hugh Roberton et als

Now here by agreement of parties this cause is set for hearing on Wednesday 27th inst.

and afterwards the following was entered of Record

February Term Wednesday February 27th 1861

Record John M. Railey et al

vs

Hugh Roberton et als

Now at this day, comes Samuel A Gilbert, and files his seperate answer herein, and the said defd Hugh Roberton also comes and files his seperate amended and supplemental answer

The answer of Samuel A. Gilbert is in words and figures following to wit

26

Supplemental
Answer of

In the Marion Court of Common Pleas
February Term 1861

Ino. M. & E. M. Bailey Plaintiffs

vs

Hugh Robertson, Samuel A. Gilbert Sol. McCurdy Nelson &
Alexander & Duncan & J. B. Evans & others Defendants

Defendant Sam. A. Gilbert for his seperate answer
to the petition of plaintiff made now as a Supplemented
and amended answer, States that he admits the exe
cution of the deed of Trust mentioned in plaintiffs
petetion, and alleges that the same was duly acknow
ledged and recorded at the respective dates mentioned
therein. Said Deed is herewith filed & asked to be made
part of this answer. Marked "A". This defendant
denies that any of the property mentioned in said deed
has been wasted or otherwise injured by said
Robertson or any one else, so far as he know or believes.

It is defendant denies positively that through
his neglect or in connection with his codefendant
Alexander or any one else that any of said
property has been wasted lost injured or deteri
orated in the sum of $2500.00 or any other
sum. This defendant also denies that he ever
refused to permit the Marshal or any body else, to
sell the property under execution or otherwise as char
ged in plaintiffs petition. This defendant does
claim all the property mentioned in said deed of Trust
as well as all the personal property, acquired since the
execution

29

Sol P. McCurdy as agent for Defs on oath says he believes the foregoing answer and the matter and things therein as stated are true.

Sol P. McCurdy

Sworn to and subscribed before me this 27th day Febry 1861

J. A Price Clk

The supplemental answer of Hugh Robertson is in words and figures as follows to wit

Supplemental Answer of Robertson

In the Weston Court of Common Pleas Febry T 1861

John M. Railey and
Egbert M. Railey Plaintiffs
against
Hugh Robertson Samuel A Gilbert
Solomon P McCurdy, Nelson A Alexander
Edward P Dawson, Joseph B Evans and
William A Guthrie Defendants

Defendant Hugh Robertson, for his seperate answer to the petition of plaintiffs made now as a supplemental and amended answer to said petition states that he admits the execution of the deed of Trust to defendant Gilbert as set out in said petition, and alledges that the same was duly executed acknowledged and filed for Record in the Recorders office of Platte County

30

Missouri, on the day the same bears date, But the
expressly denies that it was made, executed
or delivered with the intent to defraud, hinder
or delay any of the creditors of this defendant
or plaintiff in the collection of their said
debt. That the debts, obligations and liabilities
of the defendants to the defendants Gilbert
Alexander, McCurdy, Duncan and Evans as stated
and recited in said deed of Trust were genuine
real and fair, contracted, created & originated
bona fide at the time, in the manner, and
to the extent as stated in said deed of trust.
That the said deed of Trust, was executed, acknowledged
and delivered by this defendant to said defendant
Gilbert as Trustee, for no other or different purpose
motive or object than to secure the said Alexander
McCurdy Duncan and Evans in the debts or
liabilities as stated in said deed of Trust
this defendant denies that any execution
against him, and in favor of plaintiff issued
upon the Judgment of plaintiff in the petition
mentioned or otherwise, was ever levied on
any of his personal property, or upon any
of the property mentioned or embraced in said
Deed of Trust, or mentioned in the petition
of the plaintiffs. The defendant denies that
after crediting said Judgment with the credits
mentioned in plaintiffs petition, the balance

and costs are still due to plaintiffs from
the defendant, For this defendant says that
some time about day of October 1860
he paid to plaintiffs Eighty two barrels of Corn
at Two Dollars and fifty cents per barrel which
amounted to the sum of Two hundred & four Dollars
and which the plaintiffs received as a payment
to said amount on the aforesaid indebtedness
And this defendant further states that about
day of October 1860 in order to secure and
pay the balance of said indebtedness of this
defendant to plaintiffs, he delivered to them
a certain note on John M. Hockaday & Co due
and payable abt day of October 1859
for the sum of $300.00 & due on the date of the date
besides interest thereon from due, at the rate
of ten per centum per annum, which
was as on good and solvent parties, and
which overpaid the balance of this
defendants indebtedness to plaintiffs and
this defendant alledges that the plaintiffs
have either collected the money due on said
note and the interest, or have neglected and
failed to use due diligence for that purpose
and that in either event they ought to be
held to account to this defendant therefor
This defendant denies that he owes the
plaintiff any part of said Judgment and

32 and allege that the same is in equity, good
conscience, and in fact paid.
This defendant further states that the said
deed of Trust was intended to convey, and
in express terms, did convey to said defen-
dant Gilbert as Trustee the property as stated
in the petition, and in addition all the
personal property mentioned in plaintiffs peti-
tion, including such as is expressly named in said
deed of Trust, as well as such as this defendant
at the date of said deed — owned or
might thereafter acquire, during the continua-
nce of said Trust, and including all the
corn hogs &c &c in the petition mentioned
This defendant denies that any part of said
property has been wasted or squandered by
this defendant or any one else, on the contrary
he says the same has been augmented more
than doubled
by increase, and by the labor —
and management of this defendant. He
admits the sale of the negro boy Henry but
says that he does not know what
amount of proceeds arising therefrom ought
to to be credited to this defendant on the in-
debtedness, to secure which said Trust was
created, for he says that the said negro
was sold with a warranty of soundness.
and it is charged by Jno L. Thurmond the

purchaser, that said negro is dangerously diseased and of no value, and the said Shumate has sued and recovered fifty dollars and costs, damages on said Warranty, and that the defendant is informed and believes that the said case will be appealed, and if reversed tried anew, and upon such trial the defendant does not know what the result may be so that he can not say more what amount he is entitled to credit for in consequence of the sale of said negro.

The defendant says that upon the aforesaid indebtedness, for which the deed of Trust was executed there was paid to defendant Alexander 508 gallons of Whiskey, amounting to Two hundred and fifty four Dollars also 4900 pounds of Pork amounting to Two hundred and forty five Dollars. That the balance of all the aforesaid indebtedness to the said defendants was unpaid and entitled to no further credits except as above stated. That on the 21st day of January 1861 the defendant Gilbert as Trustee, by virtue of the powers, given to him as such by the deed of Trust aforesaid, proceeded to advertise, and did advertise all the aforesaid property in the deed of Trust mentioned in

the Western Mail, a weekly newspaper published in Platte County Mo, for sale, and at public sale, in pursuance of the obligations and requirements of said deed, and in the manner on Friday the 22d day of February 1861 sold and delivered to the purchaser all said property, realising therefrom the sum of Eight hundred thirty nine & 50/100 Dollars, which amount after deducting expenses of sale should be placed to the defendants credit on said indebtedness mentioned in said deed of Trust, leaving a balance still due and owing by this defendant to the other Defendants, named in said deed of trust. This defendant denies that the plaintiffs were ever hindered or prevented from levying upon or selling any property of this defendant, he denies that the property mentioned in said deed, has been wasted, injured or destroyed in value by him or any one to his knowledge, further than the usual wear and tear of Machinery about the Mill and distillery. This defendant denies the right of plaintiffs to be substituted to any rights in place of said Trustee or any one else, until all said debts in the deed mentioned, are fully satisfied, after which he is willing and anxious to pay any liabil

25 dy the owes. We denie expressly each and
every allegation of Plaintiffs
in their petition, affecting this defendant
which may be inconsistent with this an
swer or any part thereof.

Barnes & McGourdy
for Defts

Hugh Robertson the defendant makes oath and
says that he believes the foregoing answer and
the matters and things therein as stated are true

H Robertson

Sworn to and subscribed before me this
24th day of February A D 1861

J A Price Clerk

Record John M. & E M. Bailey

vs

Hugh Robertson et als

Now at this day come the said
Plaintiffs by their attorney, and file their mo
tion to rule the defendants to hold in their
hands the sum of Five hundred Dollars
the proceeds of the property sold since the
institution of this suit

And afterwards the following was en
tered of Record.

24

and held at the place aforesaid, on
Monday the 9th day of June A.D 1862
the Hon Solomon P. McGourdy being
then & there Judge thereof, when and where
the following proceedings were had.

and thereupon the following was entered
of record.

Record of proceedings Tuesday 24th July 1862

Joseph H. Hardy &c
vs
Joseph Robertson Samuel A Gilbert
Solomon P. McGourdy, Nelson J. Alexander
Edward P. Dawson Joseph K. Evans, and
William A. Griffin Defendants

Now here the Judge of this Court
leaving room of counsel in this cause, a change
of venue is awarded to the Platte Circuit
Court. It is therefore ordered by the Court
that the Clerk of this Court immediately
make out a full true and perfect transcript
of the Record and proceedings had
in this cause, and transmit the same
duly certified to the Clerk of the Circuit
Court of Platte County, accompanied with

No. 768.

Bailey et al

vs

Hartwig et al

Transcript

Filed Nov. 3. 1862.

Geo. H. Bell, Clk.

By A. S. Vogdes D.C.

768

John M & E H Nailey Pltf

v

Hugh Robertson
Wd J Alexander Adms Defts

The Pltf moves the Court to rule the Defendants to hold in their hands the sum of five hundred dollars, the proceeds of the property sold since the institution of this suit.

Hamilton & Thompson
Attys for Pltf

~~105~~
768

J. In & E. Th Baily

D } Motion

N. J. Alexander

Filed 27th January
A.D. 1862
J. A. Pierson

Filed Nov 3rd 1862
Geo. M. Bibb, Clerk
By A. S. Bogan, D.C.

J. M. P. & P. Railey Plaintiffs

against

Robertson, Dale Mallory, Nelson & Alexander, Joseph
& Evans, Samuel & Gilbert, & Dickerson defendants

on this day and in the progress of this cause
~~[illegible]~~ The plaintiffs offered to file a
motion to require the defendants to put in their hands
five thousand dollars worth of property &c
belonging to defendants. Motion (Bill page 24)
which was objected by defendants - but said objection
was overruled by the Court & the motion filed to
which the defts at the time excepted - And on the hearing
of said motion the following testimony
that was given by the parties - Smith & Wood
called by Plaffs testified that levied the Execution in favor
of Offutt and others - Robertson on the personal property
of Robertson a list of which was on the Execution - And
on Cross Examination he stated to Robertson & Dickerson
to make the levy but that he only took a list of the property
but never did actually seize or take into possession any
of the property, that after taking the list he left it where
he found it, that a bond & motion for it he never knew what,
that [illegible] was filed in the Office on or about May 1861 said
motion of the Plaffs & said bond & submission to the Court
was by the Court sustained by the following order
(page 24) to the opinion of the Court in sustaining
said motion & making said order the defendants at the
time by counsel excepted. This their bill of

~~1450~~ 768

J. M. & F. W. Baily
v
B. Rio [illegible] Appellant
[illegible] Wilson et al

1

Filed 1st March 1861
in open court
J A Persons

Filed Nov 3 1862
Geo. W. Belt. Clerk
By A. S. Vogdes. D. C.

State of Missouri, } Sct.
County of Platte,

The State of Missouri, To Gruen H Hood

You are hereby commanded to be and appear before the Judge of our Platte Circuit Court at the court house in Platte City, on the 16 day of Nov 1866, to give evidence between J M Raly et al

Plaintiff and Hugh Roberts et al

Defendant, on the part of the Plentiff

Fail not at your peril.

WITNESS, **GEO. W. BELT**, *Clerk of said Circuit Court, with the* SEAL *thereof affixed at Platte City, this* 6 *day of* Nov *A. D.* 186 6

Geo W Belt

708.

I M & N Railway

vs

Hugh Robertson et al

Sub

Graem M Hood

Served the within by
reading the same to
G M Hood this Nov
9/66,
N. P. Ogden Sh'ff

Fee 3$

State of Missouri, } Sct.
County of Platte,

The State of Missouri, To G. W. Hood

You are hereby commanded to be and appear before the Judge of our Platte Circuit Court at the court house in Platte City, on the 16 day of Nov 1866, to give evidence between Jno & Ewn Reiley Plaintiff and H Robertson & als Defendants on the part of the Pltffs

Fail not at your peril.

WITNESS, **GEO. W. BELT**, *Clerk of said Circuit Court, with the* SEAL *thereof affixed at Platte City, this* 14 *day of* Nov *A. D.* 1866

G. W. Belt
Clerk

Railey's
vs
Mahurin
Gilbert & als
Writers
Exr. Hood
$ 15

N. & J. Vol 2

Executors by
Leading to D. M.
Hood Nov 15-1866
S. P. Ogden Shff
Fee 75

[44] SUBPŒNA—Circuit Court —Printed and for sale by Winchell, Ebert & Marsh, Printers and Stationers, Hannibal, Mo.

State of Missouri,

COUNTY OF PLATTE, } *ss.*

THE STATE OF MISSOURI,

TO G W Hord & W Railey W A Rhinehart

You are hereby Commanded, That, setting aside all manner of excuse and delay, you be and appear in proper person before the Judge of our Circuit Court, at the Court House, in the Town of Platte City, within and for said County of Platte, on Thursday the 14th day of November, then and there to testify and the truth to speak, in a certain matter of controversy now pending in our said Court, wherein

J M & E W Railey Plaintiff,

and Hugh Robertson Defendant,

on the part of said Plaintiff; and this you shall in no wise omit. And the person or officer serving this Writ is commanded to have the same at the time and place aforesaid, certifying thereon his return.

Witness my hand and the seal of our said Court. Done at office in Platte City, in the County aforesaid, on this 5th day of November A. D. 1867.

J M Pefs Clerk.

By D R Cartwright D C

768

Printed and for sale by WINCHELL, EBERT & MARSH, Hannibal, Mo.

No. 39

PLATTE CIRCUIT COURT.

November Term, 1867

J M & E W Railey

vs Subpoena.

Hugh Robertson et al

Pl'tffs. } WITNESSES.
~~Def'ts.~~ }

Day of Trial, Thursday 14

G W Hood 7

E W Railey 7

W H Rinehart 7

Served the within Spa on the 7 day of Nov 1867 by reading the same to G W Hood E W Railey and W H Rinehart

N. D Ogden Sh'ff

Ogden 150

[44] SUBPŒNA—Circuit Court —Printed and for sale by Winchell, Ebert & Marsh, Printers and Stationers, Hannibal, Mo.

State of Missouri,

COUNTY OF PLATTE, } *ss.*

THE STATE OF MISSOURI,

TO N J Alexander Jas B Evans G. W. Hood

You are hereby Commanded, That, setting aside all manner of excuse and delay, you be and appear in proper person before the Judge of our Circuit Court, at the Court House, in the Town of Platte City, within and for said County of Platte, on Thursday the 14th day of November, then and there to testify and the truth to speak, in a certain matter of controversy now pending in our said Court, wherein

J M & E W Raley Plaintiff,

and Hugh Robertson Defendant.

on the part of said Defendant; and this you shall in no wise omit. And the person or officer serving this Writ is commanded to have the same at the time and place aforesaid. certifying thereon his return.

Witness my hand and the seal of our said Court. Done at office in Platte City, in the County aforesaid, on this 9th day of November A. D. 186[illegible].

F M Pitts Clerk.

By L. Partwright D C

768

Printed and for sale by WINCHELL, EBERT & MARSH, Hannibal, Mo.

No. 39

PLATTE CIRCUIT COURT.

November Term, 1867

J. M. & E. M. Railey

vs. Subpoena.

Hugh Robertson

~~Pl'tffs.~~)
Def'ts.) WITNESSES.

Day of Trial, Thursday 12

13 N. J. Alexander

Jos B Evans G

13 G M Hood

Served on N J Alexander
Jos B Evans and G M Hood
by reading. N P Dyer Sh'ff

N P Dyer 150

STATE OF MISSOURI, } SCT.
COUNTY OF PLATTE,

The State of Missouri, to:

G W Hood. E. H Railey
W H. Rinehart

YOU ARE HEREBY COMMANDED, *That, setting aside all manner of excuse and delay, you be and appear in proper person before the Judge of our Circuit Court, at the Court House, in the town of Platte City, within and for the said County of Platte, on* Monday *the* 13. *day of* April, *then and there to testify and the truth to speak in a certain matter of controversy now pending in our said Court, wherein*

J. H. & E. H. Railey & *Plaintiff,*

and Hugh Robertson & *Defendant,*

on the part of said Plff.; *and this you shall in no wise omit. And the person or officer serving this Writ is commanded to have the same at the time and place aforesaid, certifying thereon his return.*

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of said Circuit Court, at my Office, in Platte City, Missouri, this 11 *day of* April *A. D. 1868.*

F M Lusk, *Clerk.*

By D. Hartsaught, *D. C.*

V

No. 768.

PLATTE CIRCUIT COURT.

April Term, 1868.

J M & E H Railey

vs. Subpœna.

Hugh Robertson et al

Plaintiffs,
Defendants, } Witnesses.

Day of Trial April 13.

" G W Hood

" E W Railey

" W H Rinehart

Served the within Spa in the
11 day of April 1868 by
reading the same to G W
Hood E W Railey and W H
Rinhart N P Ogan Sh

N. P. Ogan

STATE OF MISSOURI, } SCT.
COUNTY OF PLATTE,

The State of Missouri, to:

F. H. Lewis & A Gilbert. N J. Alexander. I B Evans
G W Hood

YOU ARE HEREBY COMMANDED, *That, setting aside all manner of excuse and delay, you be and appear in proper person before the Judge of our Circuit Court, at the Court House, in the town of Platte City, within and for the said County of Platte, on* Monday *the* 13 *day of* April, *then and there to testify and the truth to speak in a certain matter of controversy now pending in our said Court, wherein*

J. M & C W Railey *is Plaintiff,*

and Hugh Robertson *is Defendant.*

on the part of said Defts; *and this you shall in no wise omit. And the person or officer serving this Writ is commanded to have the same at the time and place aforesaid, certifying thereon his return.*

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of said Circuit Court, at my Office, in Platte City, Missouri, this 11 *day of* April *A. D. 186* 8

F M Lusk, *Clerk.*

By J Cartwright, *D C.*

No 768.

PLATTE CIRCUIT COURT.

April Term, 1868

J. M. & E. H. Railey

vs. Subpœna.

Hugh Robertson

~~Plaintiff,~~ }
Defendants, } Witnesses.

Day of Trial April 13th

11 J. H. Lewis

16 S. A. Gilbert

11 N. J. Alexander

11 J. B. Evans

11 G. W. Wood

Served the within upon the 11 day of April 1868 by reading the same to all the within named witnesses N. P. Ogan Shff

N. P. Ogan Shff

STATE OF MISSOURI, } SCT.
COUNTY OF PLATTE, }

The State of Missouri, to:

G. W. Woods, E. W. Railey, W. H. Rhinehart

YOU ARE HEREBY COMMANDED, *That, setting aside all manner of excuse and delay, you be and appear in proper person before the Judge of our Circuit Court, at the Court House, in the town of Platte City, within and for the said County of Platte, on* Friday *the* 9th *day of* October 1868, *then and there to testify and the truth to speak in a certain matter of controversy now pending in our said Court, wherein*

J. M. & E. W. Railey *are Plaintiff's*
and Hugh Robertson Et al *are Defendant's*
on the part of said Plaintiff; *and this you shall in no wise omit. And the person or officer serving this Writ is commanded to have the same at the time and place aforesaid, certifying thereon his return.*

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of said Circuit Court, at my Office, in Platte City, Missouri, this 2nd *day of* October *A. D. 1868.*

F. M. Tufts, *Clerk.*

By _____, *D. C.*

No. 768.

PLATTE CIRCUIT COURT.

October Term, 186 8.

J. M. & E. M. Railley

vs Subpœna

Hough Robertson Et al

Plaintiffs, } Witnesses.
~~Defendants,~~ }

Day of Trial Friday Oct. 9th.

5 G. W. Woods

5 E. M. Railey

5 W. H. Rhinehart

Sene the within & ready to the within Oct 8/68

N P Ogden Sheff

Fee 15

STATE OF MISSOURI, } SCT.
COUNTY OF PLATTE,

The State of Missouri, to:

F. Mc. Lewis, S. A. Gilbert, A. J. Alexander, J. B. Evans, and Graeme M. Hood

YOU ARE HEREBY COMMANDED, *That, setting aside all manner of excuse and delay, you be and appear in proper person before the Judge of our Circuit Court, at the Court House, in the town of Platte City, within and for the said County of Platte, on* Friday *the* 9th *day of* October 1868, *then and there to testify and the truth to speak in a certain matter of controversy now pending in our said Court, wherein*

J. M. & E. M. Railey *are Plaintiffs*

and Hugh Robertson Et, al, *are Defendants,*

on the part of said Defendants *; and this you shall in no wise omit. And the person or officer serving this Writ is commanded to have the same at the time and place aforesaid, certifying thereon his return.*

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of said Circuit Court, at my Office, in Platte City, Missouri, this 2nd *day of* October *A. D. 1868.*

F. M. Tufts, *Clerk.*

By ....., *D. C.*

No. 768.

PLATTE CIRCUIT COURT.

October Term, 1868.

J. M. & E. W. Railley

vs. Subpœna

Hugh Robertson Et al,

~~Plaintiffs,~~
Defendants, } Witnesses.

Day of Trial Friday Oct. 9th

F. M. Lewis

3 S. A. Gilbert

3 N. J. Alexander

5 J. B. Evans

5 Graeme W Woods

Served by reading the Same to the within Oct 8/68

N. P. Ogden
Shff

fee 2.50

STATE OF MISSOURI, } ss.
COUNTY OF PLATTE, }

The State of Missouri, to: Graeme W. Hood
E. M. Railley: W. H. Rhinehart

YOU ARE HEREBY COMMANDED, *That, setting aside all manner of excuse and delay, you be and appear in proper person before the Judge of our Circuit Court, at the Court House, in the town of Platte City, within and for the said County of Platte, on* Thursday *the* 8th *day of* April 1869, *then and there to testify and the truth to speak in a certain matter of controversy now pending in our said Court, wherein* J. M. & E. M. Railley *c.' Plaintiff, and* Hugh Robertson Et al are *Defendant,s on the part of said* plaintiff *; and this you shall in no wise omit. And the person or officer serving this Writ is commanded to have the same at the time and place aforesaid, certifying his return thereon.*

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of said Circuit Court, at my Office, in Platte City, Missouri, this 31st *day of* March *A. D. 1869.*

F. M. Tufts, *Clerk.*

By ....., *D. C.*

Filed April 7th 1869
F. M. Tuft clerk
By Jesse J. Blakley
D C

No 768.

PLATTE CIRCUIT COURT.

April Term 1869

J. M. & E. M. Railey.

vs

Subpœna.

Hugh Robertson Et al,

Plaintiffs,
~~Defendants~~, } Witnesses.

Day of Trial Thursday Apl. 8th

Graeme M. Hood 3d

E. M. Railey 3d

M. H. Rhinehart

Geo H Rees Sheriff
Sem 8 and 1.50

Received this 7th day of April A D 1869 and served the same by reading the same to the within named Graeme M. Hood & M H Rhinehart & E M Railey & delivering to each a copy thereof

Geo H. Rees Sheriff
Platte County Nebraska

STATE OF MISSOURI, } ss.
COUNTY OF PLATTE, }

The State of Missouri, to: F. M. Lewis: S. A. Gilbert: N. J. Alexander: J. B. Evans: Graeme W. Hovey

YOU ARE HEREBY COMMANDED, *That, setting aside all manner of excuse and delay, you be and appear in proper person before the Judge of our Circuit Court, at the Court House, in the town of Platte City, within and for the said County of Platte, on* Thursday *the* 8th *day of* April 1869, *then and there to testify and the truth to speak in a certain matter of controversy now pending in our said Court, wherein* J. M. and C. W. Railley *are Plaintiffs and* Hugh Robertson Et al *are Defendants on the part of said* Defendants; *and this you shall in no wise omit. And the person or officer serving this Writ is commanded to have the same at the time and place aforesaid, certifying his return thereon.*

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of said Circuit Court, at my Office, in Platte City, Missouri, this 1st *day of* April *A. D. 1869.*

F. M. Tufts, *Clerk.*

By ....., *D. C.*

Filed April 7th 1869
F. M. Tufts Clerk
By Jesse L Blakley D.C.

No. 768.

PLATTE CIRCUIT COURT.

April Term 1869

J. M. & E. M. Railley

Vs.

Subpœna

Hugh Robertson Et al,

Pla[illegible] } Witnesses.
Defendants, }

Day of Trial Thursday 8th

F. M. Lewis 3 - 4
S. A. Gilbert 3 - 2
N. J. Alexander 5 -
J. B. Evans 3 - 5
Graeme H. Hood 3 - 2

Geo W Bell-Sheriff — fees
Service Subpœna $2.50

Executed the within subpœna by delivering
unto F M Lewis, S A Gilbert, N J Alexander
Graeme H Hood and J B Evans in
Platte County — Mo
this 9th day of April 1869
Geo W Bell — Sheriff
By Thos R Garnett
Dep Sh'ff

[44] SUBPŒNA—Circuit Court—Printed and for sale by Winchell, Ebert & Marsh, Printers and Stationers, Hannibal, Mo.

State of Missouri, } *ss.*
COUNTY OF PLATTE, }

THE STATE OF MISSOURI,

TO S. A. Lewis & A. Gilbert

You are hereby Commanded, That, setting aside all manner of excuse and delay, you be and appear in proper person before the Judge of our Circuit Court, at the Court House, in the Town of Platte City, within and for said County of Platte, on ..... the ..... day of ....., then and there to testify and the truth to speak, in a certain matter of controversy now pending in our said Court, wherein .....

J. M. & C. R. Railey ..... Plaintiff,

and Hugh Robertson ..... Defendant,

on the part of said Defendant; and this you shall in no wise omit. And the person or officer serving this Writ is commanded to have the same at the time and place aforesaid, certifying thereon his return.

Witness my hand and the seal of our said Court. Done at office in Platte City, in the County aforesaid, on this ..... day of

..... A. D. 186 .

..... *Clerk.*

Printed and for sale by WINCHELL, EBERT & MARSH, Hannibal, Mo.

No. 39

PLATTE CIRCUIT COURT.

November Term, 1867

J. M. & D. W. Railey

vs. Subpoena.

Hugh Robertson et al

Pl'tffs. } WITNESSES.
Def'ts. }

Day of Trial, Thursday 1st

R. H. Lewis 11

Samuel A. Gilbert 9

Sewly redding the
same to the within
Nov 11/67 A P Dyer
Sh'ff

Fee 1.00