

Jefferson County Circuit Court
Case Files - Civil
January 1873

Box 30 Folder 41

Gilchrist, Richard

vs.

Donnell, T. L.

Donnell, E. F.

Debt, note

Debt \$390; depositions;

Supreme Court

390-



June 21st 1870

Saint Louis,

Ninety days

after date I promise to pay

to the Order of

Three hundred & ninety

Dollars,

100

For value received, negotiable and payable, without deduction or discount, at the CENTRAL SAVINGS BANK, Saint Louis, and with interest from maturity at the rate of Ten per cent. per annum.

DUE,

Wm Strickland



1. Am. Strickland

390

Sept 22. 70

Send notice

Richard Gilchrist

Sherman House

East St Louis

T. S. Donnell

E. F. Donnell

Richard Gilchrist

~~Richard Gilchrist~~

STATE OF MISSOURI, }
COUNTY OF ST. LOUIS. } ss.



Be it Known, That on the day of the date hereof, at the request of *John*
Central Savings Bank holder of the original *Provisionary Note* a copy
of which is on the reverse hereof written, I, THEODORE PAPIN, Notary Public for the County
of St. Louis, in the State of Missouri, duly commissioned and qualified, residing in the City of
St. Louis, in said State, presented the same at the *Central Savings*
Bank, Morris, Mo. to the *paying Teller* thereof,
and demanded payment of them, which he
refused.

Whereupon, I, the said Notary Public, at the request aforesaid, have PROTESTED, and do
hereby solemnly Protest against all persons and every party concerned therein, whether as Maker,
Drawer, Drawee, Acceptor, Payer, Endorser, Guarantor, Surety or otherwise howsoever, against whom
it is proper to protest for all Exchange, Re-exchange, Damages Interests and Costs, accrued and to accrue
by reason of the non-payment thereof.

Of all which, and of the fact that they were looked to for payment by the holder thereof, I
have given due notice in writing to the parties concerned, in manner following:

- To *J. L. Donnell*, by notice addressed to him through
the City Post office, having been unable to find him or his place of business or residence
- To *C. F. Donnell*, by notice addressed to him through the City
Post office having been unable to find him or his place of business or residence
- To *Richard Gilchrist*, by notice, addressed to him at the *Sherman*
House, East St. Louis Ills. by mail this day postage prepaid
- To *Mette & Kame*, by notice left at their place of business with the person in charge thereof

Thus done and Protested, at the City of St. Louis aforesaid, this *Twenty second*
day of *September* — A. D. 18*70*

In Testimony Whereof, I, the said Notary, have hereunto set my hand and
affixed my Notarial Seal the day and year above written.

Theodore Papin Notary Public.

Recorded Book *B* Folio *361.* fee, Stamp *25* \$ *3 25*

STATE OF MISSOURI, }
COUNTY OF ST. LOUIS. } ss.

Before the undersigned, Notary Public, within and for said County, came THEODORE PAPIN, who being by me
duly sworn, on his oath says, that the facts set forth in the foregoing certificate are true.

sworn to and subscribed before me, this *22nd* day of *September* A. D. 18*70*
Joseph L. Casper Notary Public, St. Louis Co. Mo.

20 cts.
U. S. REV. STAMP.

\$390 - Saint Louis, June 21st 1870.
Thirty days after date I promise to pay
to the Order of J. L. Donnell, Three
hundred ninety in Dollars, for value
received, negotiable and payable, without
detractation or discount at the Central
Savings Bank, Saint Louis, and with
interest from maturity at the rate of Ten
per cent per annum.

Wm. Strickland

Endorsed

J. L. Donnell,
E. J. Donnell,
Richard Gilchrist,
Nette & Kanne.

Protected for non-acceptance
Date, Sept 11th 1870

\$390.00

Per. Str. \$ 3.00

Per. Str. \$.25

3.25

E. W. SHANDS, Attorney.
HENRY PAPIN, Commissioner of Deeds, Conveyancer.

SHANDS & PAPIN,

Real Estate, Collection and Conveyancing Office,
SOUTH EAST CORNER THIRD AND PINE STREETS,
SAINT LOUIS.

paid June 27th 1870
Wm Strickland



Richard Gilchrist, plaintiff, }
 } against
J. L. Darnell and E. F. }
Darnell, defendants. } of Jefferson County,
 } Missouri.
 } 3 January Term 1873.

Plaintiff states, that one William Strickland by his promissory Note, herewith filed, bearing date June 21st 1870., promised to pay to the order of J. L. Darnell, one of defendants, ninety days after the date thereof, Three hundred and ninety dollars, for value received, negotiable and payable without defalcation or discount, at the Central Savings Bank St. Louis, and with interest from maturity at the rate of Ten percent per annum, and delivered said Note to said defendant J. L. Darnell, who endorsed and delivered the same to E. F. Darnell, the other defendant, who endorsed and delivered the same to plaintiff, who endorsed and delivered the same to Mette & Karne, who endorsed and delivered the same to the Central Savings Bank St. Louis; That said Central Savings Bank St. Louis, caused said Note to be duly presented for payment on the 22nd day of September 1870. at the Central Savings Bank St. Louis, where the same is made payable, to the paying Teller thereof and payment

thereof to be demanded, of said Peller; that payment was refused by him; that of such presentment for, and refusal of payment due notice was given to all endorsers on said Note, including both defendants herein, respectively, and said Note was duly protested against them for nonpayment as aforesaid.

Plaintiff further states, that by reason of said refusal of payment and said protest in consequence thereof he was called upon and obliged to pay and did pay the sum of money, specified in said Note to his subsequent endorsers Mette & Kanne, together with interest thereon as specified in said Note and fifteen dollars and 60 cents for damages for nonpayment of said Note by the maker thereof and protest thereof; and that by reason of the premises the defendants have become liable to pay to plaintiff the sums so paid by him to his subsequent endorsers.

Plaintiff states, that he has demanded of defendants the payment of said amounts, and that they have refused the same, wherefore plaintiff asks judgment against defendants for three hundred and ninety dollars, being the

principal of said note, interest thereon
at the rate of ten percent per annum
from its maturity, and fifteen dollars
and 60 cents damages for protest of said
note.

Henry F. Ahlreis,
Atty. for pettr.

In the Circuit Court
of Jefferson County, Mo.
January Term 1873.

Richard Gilchrist,
Plaintiff.

vs.

J. L. Darnell and
E. F. Darnell,
Defendants.

Petition
on protested note,

Filed Nov 29th 1872
W. S. Vayce Clerk
By Chas. Kerne
Deft

2 cop^y per
#

Richard Gilchrist, plaintiff }
 against }
 J. L. Donnell and E. F. }
 Donnell, Defendants. }
 In the Circuit }
 Court of Jefferson }
 County, Missouri }
 January Term 1873.

Plaintiff states, that one William Stuckland by his promissory note, herewith filed, bearing date June 21st 1870, promised to pay to the order of J. L. Donnell, one of Defendants, ninety days after the date thereof, Three hundred and ninety dollars, for value received, negotiable and payable without defalcation or discount, at the Central Savings Bank, St. Louis, and with interest from maturity at the rate of ten per cent per annum, and delivered said note to said Defendant J. L. Donnell, who endorsed and delivered the same to E. F. Donnell, the ~~rest~~ other Defendant, who endorsed and delivered the same to plaintiff, who endorsed and delivered the same to Mitte & Kame, who endorsed and delivered the same to the Central Savings Bank St. Louis; that said Central Savings Bank St. Louis caused said note to be duly presented for payment on the 22nd day of September 1870 at the Central Savings Bank St. Louis, where the same is made payable, to the paying teller thereof and payment thereof to be demanded of said Teller; that payment was refused by him; that of such presentment for, and refusal of payment due notice was given to all endorsers on said note,

including both defendants herein, respectively,
and said note was duly presented protested
against them for non payment as aforesaid,
Plaintiff further states, that by reason of
said refusal of payment and said protest in
consequence thereof he was called upon and ob-
liged to pay and did pay the sum of money
specified in said note to his subsequent en-
dorsers Mette & Kanne together with interest
as specified in said note, and fifteen dollars and
60 cents for damages for non-payment of said
note by the maker thereof and protest thereof,
and that by reason of the premises the defendants
have become liable to pay to plaintiff the sums
so paid by him to his subsequent endorsers.

Plaintiff states, that he has demanded of de-
fendants the payment of said amounts, and
that they have refused the same, wherefore
plaintiff asks judgment against defendants
for three hundred and ninety dollars, being
the principal of said note, interest thereon
at the rate of ten per cent per annum from
its maturity, and fifteen dollars and 60 cents
damages for protest of said note.

Henry F. Ahlers
Atty. for plff.

A true copy of the original petition

now on file in my office.

Witness, W. S. Boyce Clerk of said
Court with the seal thereof hereunto
affixed at office in Hillsboro
November 29th 1872.

W. S. Boyce Clerk
V. Dy. C. Ho. Crime Dept.

The State of Missouri, }
COUNTY OF JEFFERSON. } ss.

The State of Missouri,

TO THE SHERIFF OF THE COUNTY OF JEFFERSON---GREETING:

We command you, that you summon,

J. J. Darnell and

J. J. Darnell

if ~~he~~ be found in your County, that ~~he~~ be and appear before the Honorable Judge of our Circuit Court, on the first day of the next term thereof, to be begun and held at the town of Hillsboro, within and for the County of Jefferson, on the ~~same~~ Monday after the fourth Monday of ~~January~~ next, then and there to answer unto

Richard Gilchrist

upon ~~his~~ original petition, a copy whereof is hereunto annexed and accompanies this writ, and have you then there this writ.

Witness, W. S. BOYCE, Clerk of our said
Circuit Court, with the seal thereof hereunto af-
fixed, at office in Hillsboro, this ~~29th~~
day of ~~September~~ A. D. 1877

W. S. Boyce Clerk Circuit Court.

By

W. H. Cowine Deputy.

I Executed the within summons on the within
names of E. J. Donnell in Jefferson county
State of Missouri by giving ^{them} a true copy
of the original as furnished me by the
Clerk of the circuit court on the 18th day
of December 1872

J. B. Mass, Sheriff

By J. A. Williams,
Deputy

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

January TERM, 1873.

Richard Gilchrist

vs

J. J. Donnell

E. J. Donnell

178.11.17-2240009.7780.93

original

Sheriff's fee \$2.00

E. J. 18

Richard Gilchrist 3 In the Circuit
 against 3 Court of Jefferson
J. L. Donnell & 3 County
E. F. Donnell 3 Missouri

Now come the Defendants & move
The Court to make a rule on
the Plaintiff to file a Bond to
secure the costs of the above Case

1st Because the Plaintiff is a non
resident of the State of Missouri

Wm. Williams
Attorney for Defendants

Richard Gilchrist
ms

J. L. Donnell &

E. F. Donnell

Motion for Security
for costs

Dated June 15 1873
W. H. Boyce Clerk
W. H. Boyce & Co. Attorneys

Richard Gilchrist, Plaintiff } In the Circuit
vs } Court of
J. L. Donnell & } Jefferson
E. F. Donnell, Defendants } County Missouri

To Henry F. Ahlvers Attorney of Record for the
above named Plaintiff: You are hereby
Notified that Depositions of Witnesses
to be read in Evidence on the part of the
Defendants on the Trial of the above entitled
Cause will be taken at the office Garland
& Greene North West corner of 3rd & Pine
Streets St. Louis Missouri between the
Hours of eight o'clock A.M. & six o'clock
P.M. on the Tenth day of January 1873
and that if the taking of such Depositions
be not completed on that day will be continued
at the same place and within the same hours
from day to day till completed

January 2nd 1873

Jos. Williams,
Attorney for Defendants

I acknowledge notice of this notice and
waive the necessity of service thereof on
me by an officer - January 2nd 1873 -

Henry F. Ahlvers

Atty. for Plaintiff

Gilchrist

(3)

Donnell Deal

Nota to take
Depositions

Depositions of witnesses produced, sworn and examined, on the 10th day of January, in the year of our Lord 1873, between the hours of eight o'clock in the forenoon and six o'clock in the afternoon of that day, at the Law office of Garland & Greene in the County of St. Louis, and State of Missouri, before me, John C. Howard, a Notary Public in and for the County of St. Louis, State of Missouri, in a certain cause now depending in the Circuit Court of Jefferson County, in the State of Missouri, between Richard Plechrest, plaintiff, and T. L. Donnell and E. F. Donnell, defendants, on the part of the defendants.

Theodore Papin of lawful age, being produced sworn and examined, on the part of the defendants, deposes and saith: examined by J. J. Williams, atty for defts.

My name is Theodore Papin, I am forty three years of age, I reside in St Louis Mo. In the year 1870 I was Commissioner of Deeds for the different states and Notary public, I was acting as Notary public during that year for the Central Savings Bank.

Question - Did you or not during that year protest a note made by Wm Strickland and endorsed by T. L. Donnell, and E. F. Donnell, Richard Gilchrist and Mette & Karne.

Ans. I did.

Ques. State if you please the particulars, - as to the kind of note, when it was protested and how it was done.

Ans. It was a note for \$390. - dated St Louis June 21st 1870 payable ninety days after

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date to the order of T. L. Donnell, and payable at the Central Savings Bank; this note was drawn by William Strickland and endorsed by T. L. Donnell, E. F. Donnell, Richard Plehrst and Mette Kaune. I protested said note on the 22nd September 1870. I notified T. L. & E. F. Donnell by notice addressed to them through the city post office, having been unable to find them or their place of business or residence. I notified Richard Plehrst by notice addressed to him at the Sherman House, East St Louis Illinois by mail post paid. Mette & Kaune, the last endorsers, I notified at their place of business by leaving notice with my person in charge.

Question: Please state whether or not at the time of protesting the note or before giving notice to T. L. & E. F. Donnell, as stated above, you made any

enquiries with the view of ascertaining their respective places of residence or of business. And if so, what enquiries did you make and of whom.

Ans. I enquired in the first place of the Cashier of the Central Savings Bank, and then I enquired of Melle & Kanne, who were then the holders of the note, and I also examined the directory for that year and could not find their names therein. In saying above that Melle & Kanne were the holders of the note, I mistake, - it was held by the Bank, having been discounted by the Bank for Melle & Kanne.

Quest. Did you enquire of both Melle & Kanne, or either one of them, or of the person in charge of their business?

Ans. I enquired of the person in charge of the office. It may or may not have been one of the firm, - I

am not acquainted with either.

Quest. What did the person of whom you enquired say of the residence or place of business of T. L. & E. F. Donnell, if anything?

Ans. I enquired of him their place of business or residence or their address. He said he did not know.

Question. Did you enquire of that person whether he was one of the firm of Mellett & Kane.

Ans. I may have done so but I do not remember now.

Question. Of whom did you enquire concerning this

Question. Did you make any enquiries concerning the place of business or residence of Richard Gilchrist, before notifying him of the protest of the note? And if so, of whom did you enquire? and what information did

you receive in regard to that matter?

Answer. I enquired first of the Bank. They referred me to Melte & Kanne, and Melte & Kanne gave me the information, - that is the person in charge of the office at the time I served them with my notice.

Question. How far is East St. Louis from the City of St. Louis?

Ans. It is just across the river in Illinois.

Question. Did you make any other enquiries with the view of ascertaining the residence or place of business of G. L. & E. F. Donnell, or either of them before depositing notice of protest in the city post office as above stated? And if so when and of whom did you enquire?

Answer. I may have done so, but do not now remember doing so.

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Question. What do I understand you to mean by saying that you served them with notice through the city post office?

Answer. I mean that I served them with notice directed to each one of them at St. Louis, Mo., deposited in the St. Louis post office. Letters ~~deposited~~ deposited as these were do not go into the mail but are distributed from the city post office direct.

Theodore Papin

Subscribed and sworn to before me, on the day, at the place, and within the hours first aforesaid.

Jno. C. Howard
Notary Public
St. Louis Co. Mo.

John W. Tracy, of lawful age, being produced, sworn and examined, on the part of the defendant, deposeseth and saith; examined by J. J. Williams, atty. for defn.

My name is John W. Tracy, I am thirty one years of age, I reside in St Louis, Mo.

Quest. What was your occupation in September 1870?

Ans. Cashier of the Central Savings Bank.

Quest. Do you well recollect that position?

Ans. I do.

Quest. Do you know anything in regard to a note drawn by William Stuckleund, ~~and~~ payable to T. L. Donnell, and endorsed by T. L. Donnell, E. F. Donnell, Richard Gilchrist and Mette Thanne, dated June 21st 1870, payable in ninety days, for the sum of \$390.00?

(Objected to upon the ground of being incompetent, irrelevant and the note sued upon is not

produced so that it may be identified by the witness.)

Ans. A note answering that description was discounted by the Central Savings Bank June 27th 1870.

Quest. For whom was it discounted?

Ans. For Mette & Kanne.

Quest. Has that note ever been paid to the Central Savings Bank, and if so by whom was it paid and when?

Ans. The note was withdrawn from Bank by the last endorser, and not marked paid and not stamped paid by the Bank.

Quest. Has the Central Savings Bank received the amount of that note from any person, and if so when and from whom.

Ans. The Bank received the amount of the note January the 10th 1872 through or from Mette & Kanne.

Quest. Was any person with Mette and Karne at the time the Bank received the cash upon this note? and if so who?

Ans. Yes, Mr. Richard Gilchrist I think was with Mr. Mette.

Quest. At the time this note was discounted at the Bank, who received the cash upon it?

Ans. It was placed to the credit of the account of Mette & Karne.

Quest. At the time of discounting this note were any inquiries made by the officers of the bank in regard to the residence or place of business of T. L. & E. F. Donnell or either of them.

Ans. No, none whatever.

Quest. Did the officers of the Bank at any time before the protest of this note, make any enquiry of Richard Gilchrist or Mette & Karne, in regard to the place of residence or business of either T. L. or E. F. Donnell?

Ans. Yes, No.

Cross Examination

By Charles G. Mauro, Atty for Plaintiff.

Quest.

Do you recollect where that note bore date?

Ans.

I think it was dated St. Louis. It was payable at St. Louis. I do not recollect whether it was payable at any particular place in the city. I do not know that the note here sued upon is the same identical note as the one I have spoken of in my deposition. I cannot tell when that note fell due except by calculating from the date. It was protested at maturity, and the Bank did not receive the money until the 10th of January 1872. The Bank received the money from Louis Mett, who discounted a note of R. Plechrist for amount of past due note, and expenses. Plechrist's note was eventually paid. That note was drawn in favor of Mett & Keune and discounted by the Bank, and was eventually paid.

John H. Tracy

Subscribed and sworn to before
me, on this day, at the place, and
within the hours first aforesaid.

Jno. C. Howard
Notary Public
St. Louis Co. Mo



I, John C. Howard, a Notary Public within and for the County of St. Louis, in the State of Missouri, do certify that in pursuance of the annexed commission and notice, came before me, at the law office of Garland and Greene, in the County and State last aforesaid, Theodore Papsin and John H. Traay, who were by me severally sworn to testify the whole truth of their knowledge touching the matter in controversy aforesaid; that they were examined, and their examination reduced to writing, and subscribed by them, respectively, in my presence, on the day, between the hours and at the place in that behalf first aforesaid, and their said depositions are now herewith returned.

Given at St. Louis, in the County of St. Louis and State of Missouri, this 10th day of January, 1873.

John C. Howard,
Notary Public
St. Louis Co., Mo.

Circuit Court of
Jefferson County,
Missouri.

Richard Gilchrist
Plaintiff

vs.

T. L. Donnell &
E. F. Donnell,
Defendants.

Depositions of
Theodore Paperi and
John H. Tracy Taken
for defendants
before me Jno. Howard,
Notary Public
St. Louis Co. Mo.

Filed July 13th 1873
W. J. Boyce Clerk
By C. W. Hoines Dep.

Fees \$6.00
paid by Attorney for Defendants.

Richard Gelchert }
plaintiff. }
vs }
T. L. Dammell and }
L. F. Dammell, defen- }
dants. }
On the circuit court
of Jefferson County,
Missouri,
January Term 1873,

I, Henry F. Ahloers, a resident of the
State of Missouri, acknowledge myself here,
by hand, to pay all costs, which have
accrued or may accrue in the above en-
titled cause.

Witness my signature this 14th day of
January 1873.

Henry F. Ahloers.

In the Circuit Court
of Jefferson Co. Mo.,
January Term 1873.

Richard Gilchrist
vs.

J. L. and E. F.
Dammell, depts.

Security for
costs.

Filed July 14th 1873
W. J. [unclear]

Richard Gilchrist, Plaintiff }
 Against }
 J. L. Donnell and }
 E. F. Donnell, Defendants }
 In the Circuit }
 Court of Jefferson }
 County }
 Missouri }

Now at this day come the defendants and for answer to the petition of plaintiffs deny that William Stickland by his promissory note bearing date June 21st 1870 promised to pay to the order of J. L. Donnell one of the defendants ninety days after the date thereof Three Hundred and ninety Dollars for value received negotiable & payable without defalcation or discount at the Central Savings Bank St Louis and with interest from maturity at the rate of ten per cent per ~~annum~~ annum and deny that said Stickland delivered such note to defendant J. L. Donnell and deny that said J. L. Donnell endorsed and delivered such note to defendant E. F. Donnell and deny that defendant E. F. Donnell endorsed and delivered such note to Plaintiff and deny that Plaintiff endorsed and delivered such note to Mette & Kanne and deny that Mette & Kanne endorsed and delivered such note to the Central Savings Bank St Louis —

Defendants deny the allegation in the petition of Plaintiff that said Central Savings Bank St Louis caused said note to be duly presented for payment on the 22nd day of September 1870 at the Central Savings Bank St Louis where the same was made payable to the paying Teller thereof and payment thereof to be demanded of said Teller and deny that upon such presentation or demand payment of such note was refused by said Teller,

Defendants deny the allegation in Plaintiff's petition that of such presentation for and refusal of payment due notice was given to all Endorsers on such note including both defendants herein respectively and defendants deny the allegation that such note was duly protested against them for non payment — Defendants deny that by reason of such refusal of payment of such note and such protest in consequence thereof that Plaintiff was called upon and obliged to pay or that he did pay the sum of money specified in such note to his subsequent Endorsers Mettē & Kanne together with interest as specified in such note and Fifteen Dollars & 60 cents for damages for

non payment thereof by reason of the
maker and protest thereof and deny
that by reason of the premises as
stated in plaintiffs petition Defendants
have become liable to pay to plaintiff
the sums so charged to have been paid
to the persons whom he styles his
Subsequent Endorsers. Deny that
plaintiff demanded the payment of
such sums from defendants prior to
the commencement of this action and
deny the right of plaintiff to recover
in this action any sum whatever on
account of said note, or interest thereon
or for any damages of protest or costs

For further answer and defence the
defendants say that ~~the~~ about the
23rd or 24th of June 1870 William Strick-
land whose name appears to the note
filed with plaintiffs petition as maker
presented the same to Defendants in
the same form that it now is except that
the same contained a blank space for
the insertion of the name of the payee
which had not been filled and requested
Defendants to write their names across
the back of said note for his (said
Strickland's) accommodation. That
Defendants thereupon wrote their names
on or across the back of said blank

Note that is to say containing a blank for the insertion of the name for a payee - without either of defendants receiving any consideration whatever for their said signatures, that said Strickland then took said note signed by himself as maker with the names of defendants upon the back and blank as to the name of the payee and procured plaintiff to write his name on the same and with the view of enabling said Strickland to discount said note at the Central Savings Bank St Louis and for his accommodation plaintiff not only wrote his name upon said note so containing such blank but procured Mett & Kanne to write their firm name thereon, and defendants aver that in that condition said note was about the 27th of July 1870 discounted by said Central Savings Bank ~~St Louis~~ St Louis at which time and place and without the knowledge or consent of defendants or either of them and with the knowledge of plaintiff, the name of the defendant J. L. Donnell was inserted in said note as payee thereof,

defendants aver that the ~~same~~ was not done by said Strickland name of said J. L. Donnell was not inserted in said note as payee thereof by said

Strickland or any one by him authorized to do it of all which facts Plaintiff had full notice

Defendants aver that to procure Plaintiff to write his name on said note and also to procure Mette & Kamme to write theirs thereon said Strickland turned over to Plaintiff more than sufficient ^{personal property} to pay said note in consideration of which said Plaintiff wrote his name thereon and procured Mette & Kamme to also write theirs thereon that Plaintiff converted the said property so turned over to him to his own use which was amply sufficient to indemnify him against the payment of said note and was therefore ^{the proper party to} make payment of said note if he has paid the same.

Defendants aver that said note was not presented for payment at the Central Savings Bank and payment thereof demanded either of the paying Teller of said Bank or any other person either on the 22nd day of September 1870 or at any other time nor was payment thereof refused either by the paying Teller of said Bank or any other person upon demand thereof - defendants say it is not true

That said note was protested for non
payment either on the 22nd of September
1870 or at any other time and defendants
utterly deny that any notice of protest
of said note was ever given to defendants
or either of them either on the 22nd of
September 1870 or at any other time
either by a Notary public or any
other officer or person, or that
any notice of presentation of said note
for payment and of non payment
thereof was ever at any time given
defendants or either of them by
any party to said note or any person
whatsoever & having answered fully
pray judgment and for costs

Jos. J. Williams
Attorney for defendants

Richard Gilchrist
W

J. L. & E. F. Donnell

Answer of
Defendants

Filed Feb 17 1873
W. H. Boyce Clk

State of New York
County of Jefferson, &c.

It is hereby certified
that Andrew J. Moore on the
tenth day of May in the year
one thousand eight hundred
seventy three was and now is
a Notary Public within and
for the County of Jefferson State
of New York, duly sworn and
acted as such and that
full faith and credit are due
to his acts as such.

In testimony whereof I Jacob Stearns
Notary Public of Jefferson County
State of New York and Clerk of the
County Court of said County, a Court
of Record within said State, have
herein to be hereunto my name
and affixed the seal of said office
and said Court this tenth day
of May 1873.

Jacob Stearns
Notary Public

Richard Gilchrist, plaintiff, }
 against }
T. L. Darnell and E. F. Donnell, }
 defendants. }
 } In the Circuit Court
 } of Jefferson County,
 } Missouri,
 } May Term 1873.

Now comes Plaintiff by his attorney and in reply to the new matter, set up by defendants in their answer, states, that he has no knowledge or information sufficient to form a belief, that William Strickland, the maker of the Note, described in plaintiffs petition, about the 23rd. or 24th. of June 1870 presented the same to defendants in the same form, that it now is in, except that the same contained a blank space for the insertion of the name of the payee, which had not been filled, as defendants state, and that he, said William Strickland requested defendants to write their names across the back of said Note for his, said Strickland's, accommodation, and that defendants thereupon wrote their names over across the back of said blank Note, that is to say, containing a blank for the insertion of the name of a payee, without either of defendants receiving any consideration whatever for their said signatures, and that said Strickland then took said Note, signed by himself as maker with the names of defendants upon the back and blank as to the name of the payee and procured plaintiff to write his name

and the same and with the view of enabling said Strickland to discount said Note at the Central Savings Bank St. Louis, and for his accommodation plaintiff not only wrote his name upon said Note as containing such blank, but procured Mette & Karne to write their firm name thereon; and plaintiff denies, that in such condition said Note was about the 27th of July 1870, discounted by said Central Savings Bank St. Louis, and that at that time and place and without the knowledge or consent of defendants or either of them and with the knowledge of plaintiff the name of the defendant J. L. Darnell was inserted in said Note as payee thereof, and plaintiff ^{avows} denies, that the name of said J. L. Darnell was inserted in said Note as payee thereof by said Strickland or ^{some} one by him authorized to do so.

Plaintiff denies, that to procure plaintiff to write his name on said Note and also to procure Mette & Karne to write theirs thereon, said Strickland turned over to plaintiff more than sufficient personal property to pay said Note, or that he turned over any personal or other property to plaintiff to pay said Note, and that in consideration thereof plaintiff wrote his name on said Note and procured Mette and Karne to also write

their names thereon, and deny, that plaintiff converted the said property or any property so turned over to him, as defendants falsely allege, to his own use, and that such property or any such property was amply sufficient to indemnify him against the payment of said Note, and that plaintiff was therefore the proper party, to make payment of said Note.

And plaintiff therefore repeats the averments made by him in his petition.

Henry F. Ahlborn
Atty for plaintiff.

In the Circuit Court
Jefferson County, Mo.
May Term 1873.

Richard Gilchrist,
Plff.

vs.

T. L. Darnell and
C. F. Darnell, de
fendants.

—
Repetition
by plaintiff.
—

Filed May 13 1873
W. S. Boyce
Clerk

Richard Gilchrist, Plff. } In the Circuit
vs } Court of Jefferson
J. L. & E. F. Donnell, Defs. } County Missouri

To Henry F. Ahlvers, Attorney of Record
for the above Plaintiff. Take notice
that Depositions of Witnesses to be read
in Evidence on the part of the defendants
on the Trial of the above entitled cause
will be taken at the office of
Garland and Greene North west
Corner of 3rd & Pine Streets St Louis
Missouri between the hours of ~~six~~
eight o'clock in the forenoon and six o'clock
in the afternoon on the 8th day of
May 1873 and that the taking
of such Depositions if not completed
on that day will be continued at the
same place and within the same
hours from day to day till completed

J. L. Donnell &
E. F. Donnell
By Williams Attorney

I acknowledge notice of the above notice
and waive the necessity of service of the same
on me or Plaintiff by an officer May 2nd 1873
Henry F. Ahlvers
Atty for plaintiff.

Depositions of Witnesses produced, sworn and examined before me, James S. Garland, a Notary Public within and for the County of St. Louis and State of Missouri, on the 8th day of May, A.D. 1873, at the office of Garland & Greene, N. W. cor. 3^d & Pine Streets, for the City of St. Louis, County and State aforesaid, to be read in evidence in a certain cause pending in the Circuit Court of Jefferson County, State of Missouri, wherein Richard Gulchrist is the Plaintiff and J. L. & E. F. Donnell, are defendants,

On the part of Defendants,

Louis Mette, of lawful age being duly sworn and examined on the part of defendants deposes and says,

My name is Louis Mette I reside in the city of St. Louis, Missouri.

Ques. Do you know Richard Gulchrist

Ans. I do.

Q. Do you know J. L. Donnell
and E. F. Donnell

Ans. I do not.

Q. Did you know Mr. William
Strickland in his lifetime

Ans. I did.

Q. State whether or not you
were an indorser on a
note made by William
Strickland dated in the
latter part of June, 1870
for the principal sum of
\$390⁰⁰ payable at the Central
Savings Bank of St. Louis,
and if so to whom was
it payable and when due

Ans. The firm of Little & Kanne
were indorsers upon such
a note, we were the fourth
there were two indorsers
from the country and Mr.
Gilechrist ahead of us.

Q. Please state who the in-
dorsers were and the
order in which they stood
upon the note, that is who
was first and so on till
the last

Ans. The two Donnells I cant tell first names stood first, Mr. Gilchrist third and Mette & Kanne fourth

Ques. Were the names of the Donnells and Mr. Gilchrist and Mette & Kanne on the back of the note or the face

Ans. On the back

Ques. Do you remember the given name of the Strickland who was the maker of this note and if so what was it

Ans. I could nit particular tell it was so long ago

Ques. Upon reflection state whether or not it was William

Ans. I cant swear to any first name it was so long ago.

Ques. What is the given name of Mr. Gilchrist referred to

Ans. Richard

Ques. State whether or not the firm of Mette & Kanne ever indorsed any note

on which the two Donnells
and Richard Gilchrist were
endorsers other than the
one referred to.

Ans. No, sir.

Ques. ~~How~~ State particularly
if you can the month and
day of the month on which
the note you have been
speaking of was dated
to whom it was made
payable and how long
after date

Ans. I could not tell the day
that it was made but think
it was the latter part of
June 1870, payable at
90 days or two months.
I think it was 90 days.
I think the note was
payable to one of the Don-
nells I think it was
made payable to their order.

Ques. State whether or not this
note was paid at matur-
ity

Ans. It was not.

Ques. State whether or not the
note was protested for

3
non-payment, and if so
by whom and when, also
who was the holder of the
note, if you know

Ans. It was protested the
last day of grace by whom
I do not know the notary
but the note was held
by the Central Savings
Bank and protest notice
was given to us

Ques. State whether or not Theo.
More Peppin was the notary
whose name was signed
to the notice of protest

Ans. To my best recollection
it was

Ques. How long was it after
the note was protested
that you received the
notice

Ans. It was either the same
afternoon or the next
morning

Ques. ~~On whom~~ Was the notice
of protest served per-
sonally or by mail upon
you

Ans. I could not tell partic-
-ularly

but I think by the notary himself

Ques. Did you know at the time you became indorser on the note you have referred to where Richard Gilchrist and the two Donnells resided, and if so where

Ans. I knew where Gilchrist resided personally and I understood from Mr. Strickland where the two Donnells lived.

Ques. Where did Mr. Strickland inform you that the Donnells resided

Ans. They were his neighbors ~~and~~ ~~lived~~ on a farm down in Jefferson County Hematite or some such name. I think I heard that name. I think that was the name of the place he mentioned to me

Ques. Did you receive ^{information} ~~information~~ from Mr. Strickland before you indorsed the note or afterwards

Ans. About the time we indorsed

Ques. Was it before the note went to protest or afterwards

Ans. Certainly before the protest

Ques. Is it not a fact that the notary public served the notice of protest upon you personally at your place of business

Ans. May be he did, may be not on me personally. I can't say but certainly at our place of business

Ques. Were you not called upon by a lawyer in this city some two or three months since and did you not tell him that the notice of protest was served upon you

Ans. I don't think I did. I met him at the door of our store and he asked me the question. I gave him a short answer and went off. Mr. Gilchrist lived at East St. Louis at the Sherman House at the time the note was endorsed by us and when it became due

Ques. Did you know at the time of endorsing the note where Mr. Gilchrist lived

Ans. Yes, sir

Ques. Was his residence and place of business the same

Ans. The same

Ques. How far is East St. Louis from the city of St. Louis.

Ans. Just on the opposite side of the river

Ques. Had you and your partner, Mr. Kanne had any conversation in regard to the place of residence of Mr. William Strickland and the two Donnells who endorsed this note either at the time of endorsing it yourselves or before it was protested

Ans. I do not know as to conversations about the residence of Mr. Strickland but when we endorsed the note we both knew the same facts about the parties.

Ques. If then Mr. Strickland had informed you as you have

5
stated where the two Don-
nells and Mr. Strickland
lived, was not your part-
ner in possession of the
same information at
the time the note was
endorsed

Ans. I suppose he did.

Ques. Do you not know it to
be a fact that he did.

Ans. Well I think he did, if
he was not present I in-
formed him of it.

Ques. State whether or not you
told the Notary Public at
the time he served the no-
tice of protest on your firm
anything to the effect that
you did not know the res-
idence or place of business
of either of the Donnells who
endorsed the note.

Ans. I could not tell whether
the notary inquired of me
for information or not.

Ques. ~~State whether~~ If you know
please state how the Central
Savings Bank came into
possession of the note you

have referred to.

Ans. The Bank discounted the note for Mr. Strickland in my presence, he got the money in my presence.

Ques. Was anything said at that time by any of the officers of the bank or Mr. Strickland or any other person present in regard to the residence or place of business of either Richard Gilchrist or the Donnell whose names appear on the back of the note and if so what

Ans. Well, I could not tell any more, Gilchrist and Strickland were present in the bank at the time but I could not tell what was said about the matter referred to.

Ques. State if you know whether or not Richard Gilchrist at the time this note you have been speaking of was endorsed owned a farm

6.
near Hematite in Jefferson
County

Ans. From all I could learn he
had a farm down there

Ques. Is it not a fact that
Mr. Gilchrist and you
and your partner were
intimate friends at the
time this note was endors-
ed, and if you and your
partner did not indorse
this note as an accommo-
dation to him, knowing
where the other parties re-
sided.

Objcted to as immat-
erial by pliffs counsel
Ans. Mr. Gilchrist was a customer
of ours he brought Mr. Strick-
land to us, told us that Mr.
Strickland was a neighbor
of Gilchrist's farm, and he
was in need of \$390.⁰⁰ badly
but he had not the money to
advance him; then he
asked us couldn't we get
the money from our bank
if he would indorse for
him. I told him then we

would do it to him so long
as he would endorse for thing
but "how is Mr. Strickland"
I asked him then "is he
good." He says he believes
so, then I said, you had
better be careful Mr. Gil-
christ, you had better get
~~some~~ tell the old
man to get some endorsers
from below who know the
old man before you go
on it." Then he asked the
old man if he could get
these ^{endorsers} ~~parties~~, and he
mentioned these parties
the Donnells and said
he would get them. Then
we went to the Central Sav-
ing Bank and got a note
made out for that amount
and gave it to Mr. Strick-
land and he went down
and got these ~~endorsers~~,
I mean the Donnells. After
he returned with the note
and these Donnells as en-
dorsers Mr. Gilchrist ~~endm-~~
- it

and our firm, Mette & Kanne
indorsed it last to get the
money on it.

Ques. Then is it not a fact that
Gilchrist and you and your
partner, Mr. Kanne all knew
where the two Donnells lived

Ans. That was a business that
troubled us very little. Mr.
Gilchrist of course knew
and both he and Mr. Strick-
land told us where they lived

Ques. Being in possession of this
information if the notary
public who served your firm
with notice of protest had in-
quired of you for the resid-
ence or place of business of
the Donnells at the time
he served the notice would
you have informed him that
you were not advised of
their place of residence or
business.

Objcted to as incompetent
Ans. If I had been aware of the place
and had been inquired of
by the notary I would have
told him Louis Mette

Subscribed and sworn to before
me on the day at the place and
between the hours mentioned in
the annexed notice

J. J. Garland,
Notary Public,
St. Louis County,
Missouri.

George Kanne

George Kanne, of lawful age, be-
ing duly sworn and examined on the
part of the defendants, deposes & says,

My name is George Kanne
I reside in the city of St. Louis
I am a member of the firm
of Mett & Kanne.

Ques. ~~Did~~ State whether or not
your firm became indorsers
of a note made by Will-
iam Strickland and in-
dorsed by J. L. & E. F. Downer
and Richard Gilchrist for
\$300.00 in the latter part
of June, 1870.

Ans. We did.

Ques. Who was the note payable to and how long after it was dated and where was it payable at

Ans. It was payable to one of the indorsers 60 or 90 days after date. at the Central Savings Bank.

Ques. It was not paid when it became due but was protested and we received notice of protest.

Ques. State whether or not the notice of protest was served on you personally or who it was served on.

Ans. I think it was me who received the protest

Ques. Was anything said about the place of business or residence of the Donmells at the time the notice was served and if so what was it.

Ans. I don't remember.

Ques. Well, state whether or not your partner and yourself had any information in

regard to the residence or place of business of Gilchrist and the Donnells when you indorsed the note and if so what you knew about it.

Ans. I knew that Mr. Gilchrist was living at that time at East St. Louis and I knew that the maker and indorsers were living in or around Hematite in Jefferson County, Missouri.

Ques. State if you please whether or not the notary public who served notice of protest on your firm asked any questions at the time of serving it in regard to the residence or place of business of either of the Donnells.

Ans. I do not remember that he did. My recollection is that he came and handed me the notice and went off without saying anything about the parties, the Donnells.

George Kanne

Sworn to and subscribed
before me, on the day at the place
and between the hours mentioned
in the annexed notice.

J. S. Garland,
Notary Public,
St. Louis County,
Missouri.

I, James S. Garland, a Notary
Public, within and for the County
of St. Louis and State of Missouri,
do certify that Louis Mette and
George Kanne, the witnesses were
by me severally duly sworn to
testify the whole truth of their
knowledge respectively touching
the matter in controversy in the
cause aforesaid, that their depositions
were reduced to writing
by me and subscribed by the
said deponents, respectively in my
presence on the 8th day of May 1893
between the hours of eight o'clock
in the forenoon and six o'clock
in the afternoon at the office of
Garland Greene, North-west cor-
ner of 3^d & Pine streets, St. Louis,
Missouri. In Testimony

Whereof I have herewith
set my hand and affix-
ed my official seal the
day and year last
aforesaid.

J. W. Garland,
Notary Public,
St. Louis County,
Missouri

No.

In the
Circuit Court

of
Jefferson County,
State of Missouri

Richard Gilchrist

vs
Donnells.

Depositions of
Louis Mette &
George Kanne
in behalf of the
Defendants taken
by J. J. Garland

Notary Public,
Filed May 16th 1887, St. Louis, Mo.
W. S. Boyce

Fees \$ 8.00
Paid by Defts Attys

J. H. White, May 1873

1 The Court declares the Law to be
that ~~the~~ Defendants being Endorsers
of the Note sued on unless notice
of the Protest of the Note as made
by the Notary Public who protested
it was duly served on Defendants
they are discharged from Liability
and The Plaintiff can not recover
unless said Notary diligently inquired
for the residence or place of business
of Defendants with a view of serving
notice on them and upon such
inquiry was unable to ascertain
the same,

2-

for given May 1873
of St. Paul

The Court declares the Law to be that if the residence and place of business of defendants at the time the note in suit was protested was in Jefferson County Missouri near Hemette and if neither of them had any residence or place of business in the city of St Louis then in that event the act of the Notary in depositing notices in the Post office in the city of St Louis directed to Defendants ~~not~~ directed to them at their nearest Post office to be transported through the mail but directed to them at St Louis was a *via* act and as such had no and unless such Notary made diligent inquiry for the residence or place of business of the Defendants with the view of ascertaining the same in order to serve notice of Protest on them and was unable to ascertain the same then in that event the defendants are discharged from liability on said note

3 -

Gurn. A.A.

The Court declares the Law to be that if ~~the~~ if the notary who protested the note sued on failed to make inquiries of the Parties to the note whose residence of places of business he knew or of any other persons or business men with the view of ascertaining the place of residence or business of defendants, so as to enable him to serve notice of protest of said note on them either personally or by letter through the mail then in that event said notary did not use proper diligence to ascertain the residence or place of business of defendants and having failed to serve notice of protest on defendants either personally or through the mail by letter addressed to them at their nearest post office or that at which they usually received their letters the defendants are discharged from liability by reason of their indorsements on said note and if the Court so find the finding of the Court should be for the defendants

3537

Gelchrist

vs

Donnell & Donnell

Instructions asked
by Defendants

Filed May 21 1987

W.S. Boyce

clerk

Richard Gilchrist, plaintiff,
against
T. L. Darnell and E. F.
Darnell, defendants.

Declarations of law, asked by plaintiff,

The bank declares the law in the above case
to be;

1
Refused
J. H. Hall, et
Possession by an endorser of a dishonored
negotiable note is sufficient evidence for him
to maintain an action thereon, although at the
same time there is on the note an endorsement
from such holder to another party; and where
an endorser comes again to the possession of
a negotiable note, he is regarded as the owner,
notwithstanding there are endorsements, sub-
sequent to the one to him, which he may
strike out or not; he need not show en-
dorsements back to him,

Referred

J. H. Vail

2nd Where a note is made payable at a particular place, presentment at that place is sufficient in order to ~~dis~~charge an endorser, the holder is not bound to present it elsewhere or personally to the maker.

from May 1873

J. H. Vail

3^d The certificate of a Notary public, protesting a ~~bill~~ negotiable promissory note, without as well as within this State, setting forth the demand of payment, refusal thereof, protest therefore, and notice of dishonor to parties thereto, and the manner of each of said acts, and verified by his affidavit, are prima facie evidence of such acts provided, such certificate is filed in the case for at least fifteen days before the trial thereof.

Handwritten notes on the left side of the page, including the word "Harm" and a list of numbers: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50.

Filed May 21 1873
Wm. Boyce
Wm

4th. The court declares the law to be, as follows:

Refused. J. H. Hall

If the Notary public, who protested the Note at the request of the Central Savings - Bank St. Louis, the holder thereof, had no personal knowledge of the ~~where~~ places of residence and places of business of the defendants and did not know where ~~to~~ to find ^{the defendants}; and if such Notary public for the purpose of ascertaining the places of residence or places of business of the defendants, and for the purpose of finding ^{the defendants} inquired of the Central Savings Bank St. Louis, the holder, and also of Mette and Kanne, endorsers, or at the places of business of the said Bank and Mette & Kanne; and if ~~it~~ upon such inquiry said Notary public could not ascertain where to find the defendants, and where their respective places of residence or business were at the time; and if such Notary further made search in the city directory of St. Louis, to find the places of residence or business of the defendants, and ~~could~~ could not find them ~~either~~ in such directory, - then and upon such inquiry made, - the Note being dated ~~at~~ and made payable at St. Louis, - it was a sufficient service of Notice of protest upon defendants, and each of them, if the Notary public gave Notice ~~in writing~~ of such protest to the defendants separately by Notice in writing, addressed to defendants separately, through the City Post Office at St. Louis.

Ed Christ

Mr
Dannell,

Declarations
asked by plaintiff

Filed May 21 1873

W. S. Boyce Con

Richard
~~Christian~~ Gilchrist, plaintiff,
 vs.
 T. L. Darnell and E. F. Darnell
 dependants,

In the Circuit
 Court of Jefferson
 County, Missouri,
 May Term 1873.

Now comes plaintiff by his attorney, and
 moves the court, to set aside the ^{and judgment} finding, of
 the same in the above entitled case and
 grant a new trial thereof, for the following
 reasons, to wit:

- 1st the finding of the court is against the evidence
- 2nd the finding of the court is against the law,
- 3^d the finding of the court is against the evidence and
 law;
- 4th the finding of the court is against the evidence
 under the law,
- 5th the court gave instructions or declarations
 of law, asked by dependants, which should
 have been refused,
- 6th the court refused instructions or dec-
 larations of law, asked by plaintiff, which
 should have been given,
- 7th the finding of the court is against the weight of evi-
 dence
- 8th The finding of the court should have been for plaintiff and
 against dependants.

Henry F. Ahlers,
 Atty. for plaintiff.

In the Circuit
Court of Jefferson
County Missouri
May Term 1873.

Richard Gilchrist
pett.

v.
J. L. Darnell
and C. F. Darnell,
defendants.

—
Motion
for new trial
—

Filed May 21 1873

W. S. Boyce
Clerk

Richard Gilchrist, plaintiff } In the Circuit
against } Court of Jefferson
T. G. Darnell and C. F. } County, Missouri,
Darnell, defendants. } May Term 1873.

Now comes plaintiff, by his Attorney, and
appeals from the judgment of the said
Court in the above entitled action, and for
that purpose Henry F. Ahlness, Attorney
of Record in the above case for plaintiff,
being duly sworn upon his oath, says,
that said appeal is not made for vexa-
tion or delay, but because he, the affiant
believes, that the appellant, the plaintiff, is
aggrieved by the judgment or decision of
the Court.

Sworn to and sub-
scribed before me, this Henry F. Ahlness,
21st day of May A.D. 1873.

W. L. Boyce Clerk
By *[Signature]*

In the Circuit
Court of Jefferson
Co. Mo.

May Term 1873.

Richard Gilchrist,
Plaintiff,

against

T. L. and E. F. Dem-
rell, defendants,

Affidavit.

for

appeals

Filed May 21 1873
W. Boyce
Clerk

Richard Kelchist, plaintiff, }
 against }
 T. L. Darnell and E. F. Darnell }
 defendants. }
 In the Circuit }
 Court of Jeffers- }
 son County, }
 Missouri. }
 May Term 1873.

Be it remembered, that on the 20th day of May 1873, at the May Term 1873, of the above named court the above entitled cause was called up for trial, that both parties appeared by their respective attorneys and announced themselves ready for trial, that neither party demanded a jury, and thereupon the case was tried before the court.

The plaintiff to sustain the issue on his part offered the following in evidence to wit:

first, the note, upon which this suit is brought with the endorsements thereon (~~here copy note with endorsements thereon~~) which note is in words and figures as follows to wit: (here copy the said note and endorsements)
secondly, the certificate of protest of said note, and of notices of such protest to the endorsers thereon, which certificate is in words and figures as follows to wit:
 (here copy said certificate)

The plaintiff here closed his evidence,

Defendants then introduced the following evidence in support of their defence,
First: Depositions of Theodore Papiu and John W. Tracy, ^{taken on behalf of defendants} which are in words and figures as follows to wit:

(here copy said deposition)

Second: Depositions of Louis Mette and George Kanue, taken on behalf of defendants, which are in words and figures as follows to wit,
(here copy said deposition)

Defendants here closed their case,

The foregoing evidence was all that was introduced by both parties,

The plaintiff ~~asked~~ then asked the following declaration of law, to wit:
(here copy declaration asked by plaintiff, N. 1, 2 & 4.) these ~~decla-~~ ^{declarations} ~~statements~~ were refused by the court, and to the refusing of them plaintiff excepted, plaintiff also asked the following declaration of law, (here copy declaration N. 3) this declar-

nations of law was given by the
court,

The defendants then asked the follow-
ing declarations of law (here copy
declarations 1. 2. & 3.) These
declarations of law were given ^{by the court} and to
the giving of them plaintiff excepted,

The court then found for defendants
and gave judgment for defendants as follows
to wit:

(here copy judgment)
Plaintiff excepted to this judgment,

Whereupon plaintiff filed his motion
for to set aside the finding and judgment
of the court and grant a new trial
which motion is as follows to wit:

(here copy motion for new trial)
This motion was overruled by
the court, to which averrally the
plaintiff excepted then and there,

And Plaintiff prays, that this
his bill of exceptions may be filed
and signed and sealed by the
court and made a part of the
record in said cause, which is accordingly done,
J. H. Vail, Judge — Cal

Richard Gilchrist,
vs. et ff.

vs.

J. L. & E. F. Donnell,

Bills of exceptions
asked by plaintiff.

Filed May 21 1873

W. S. Boyce
Clerk

Richard Gilchrist, plaintiff
against
T. L. Darnell and E. F. Darnell,
defendants. } In the Circuit Court
of Jefferson County,
Missouri.

We, Richard Gilchrist, of East St. Louis, St. Clair
County, Missouri, as principal, and Louis Nett
of St. Louis and George Kame, of St. Louis
of St. Louis, Missouri, as securities, acknowledge
ourselves indebted to T. L. Darnell and E. F.
Darnell, defendants in the above case, in the sum
of One hundred dollars, for the payment of which
we bind ourselves, our heirs, executors and admi-
nistrators, upon condition however as follows:

Whereas the said T. L. Darnell and E. F.
Darnell have recovered judgment against the
said Richard Gilchrist, plaintiff in the above
case, in the Circuit Court of Jefferson County, State
of Missouri, at the May Term 1873. Thereof, from
which judgment said Richard Gilchrist has appealed,
to the Supreme Court of said State,

Now, if the said appellant shall prosecute
his appeal with due diligence to a decision in
the Supreme Court, and shall perform such judg-
ment as shall be given by the Supreme Court, or
such, as the Supreme Court may direct the said
Circuit Court to give; and if the judgment of such
Court or any part thereof, be affirmed, if he
shall comply with and perform the same,
so far as it may be affirmed; and shall
pay all damages and costs, which may be
awarded against him, the appellant, by

the Supreme Court, then this land is
to be sold, otherwise to remain in full
force.

In Witness whereof we have hereunto sub-
scribed our names and affixed our seals this
2nd day of ~~May~~^{June} 1873.

R. Gilchrist- (seal)

Louis Mette (seal)

George Hamme (seal)

Henry F. Ahrens (seal)

Witness and approved this
June 3rd 1873. J. S. Bryce Clerk
By Chas. Hamme Depon

Gilchrist

vs

Hamme & Danell

Filed June 3rd 1873

W. S. Bryce Clerk

By Chas. Hamme
Depon

In the Supreme Court, held at St. Louis, of the State of Missouri,

October - Term, 1873

Monday Nov. 24 1873

Richard Gilchrist
appellant.

E. F. ^{9th} Dornel and S. L.
Dornel, Respondents

Appeal from Jefferson
Circuit Court.

Now again come the parties aforesaid, by their respective attorneys, and the Court being now sufficiently advised of and concerning the premises, doth consider and adjudge that the judgment rendered herein by the said Jefferson Circuit Court *do* stand in full force and effect, and that the said Respondents recover of the said Appellant their costs and charges herein expended, and have execution therefor. Opinion filed.

STATE OF MISSOURI—ss.

I, JOSIAH THORNBURGH, Clerk of the Supreme Court, held at St. Louis, of the State of Missouri, certify that the above and foregoing is a full, true and complete copy of the judgment rendered in the above entitled cause, as fully as the same remains of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at office in the City of St. Louis, this 23 day of December A. D. eighteen hundred and seventy three.

J. Thornburgh Clerk.
Per Jos. H. Davis

98 353

SUPREME COURT OF MISSOURI.

Richard Gilchrist
vs.

E. F. & D. L. Daniel
Plffs.

MANDATE.

JUDGMENT OF

Jefferson Circuit Court

AFFIRMED.

Filed Dec. 24 1888
Wm. Boyce Cl.
By C. Ho. (Harris) Clerk

No. 3537

Circuit Court.

Term, 18

Richard Christian Gilchrist

vs.

J. L. and E. F. Dornell,

Judgment, - - \$

Date 18

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Judg't Docket, Page

Plaintiff's Atty.

ATTORNEYS: Exercise care and return promptly.

C. F. Chamberlin & Co., Printers and Stationers, St. Louis.