

Jefferson County Circuit Court
Case Files - Civil
November 1887

Files 1 of 2

Box 39 Folder 19

McSpadden, Louis
Blaine, William H.

vs.

Hackworth, John J.
Hackworth, Susanna

Ejectment

Change of venue from Washington
County; land in T24N3E in Wayne
County; \$500 damages; depositions

NOTICE TO TAKE DEPOSITIONS.

(Revised Statutes, Secs. 2138-2139)

Lewis M^cSpaden and
William Blaine, name of
M^cSpaden and Blaine
Plaintiffs

AGAINST

John F. Heackworth,
Defendant

IN THE Circuit COURT

OF Butler COUNTY.

STATE OF MISSOURI.

To the above named Defendant, or C. D. Yancey, his attorney,

YOU ARE HEREBY NOTIFIED, That Depositions of Witnesses, to be read in evidence in the above
entitled cause, on the part of the plaintiffs, will be taken at the office of J.
H. Dale, a justice of the peace, in the city of Piedmont,

in the County of Wayne and State of Missouri on the
Twenty first day of April A. D. 1887, between the hours of eight o'clock in
the forenoon and six o'clock in the afternoon of that day; and that the taking of said Depositions, if not completed
on that day, will be continued from day to day, at the same place and between the same hours, until completed.

Service of the above Notice is hereby acknowledged, and issue
of Dedimus, and all exceptions as to time, waived.

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M^cSpaden and Blaine
plaintiffs by William M.
Dale, their attorney

Executed the within notice, at the city of Piedmont, County of Wayne, Missouri, April 14,
1887, by delivering a true copy of the same, to the within named C. D. Ganey.

J M Wilson
Marshal of the city of Piedmont.

Marshalls fee 50¢

No

Butler County Circuit Court,
To Mary Jones, 1887

McShannon vs. Alvine

John J. MacArthur

Notice of taking dep.

Given May 6/87.

J. A. Ferguson

cc10

CERTIFICATE OF OFFICIAL CHARACTER OF JUSTICE OF THE PEACE.

STATE OF MISSOURI

County of Wayne } ss.

I HEREBY CERTIFY, That

before whom the foregoing

J. A. Sale

was made,

and who has hereunto subscribed his name, was at the time of so doing a Justice of the Peace in and for the County aforesaid, duly commissioned and sworn, and that his signature thereto is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the Seal of my office, as Clerk of the County Court,

for the County aforesaid, this 21st day

of April 1887

J. J. Thacker
COUNTY CLERK.

Chas. Lee 50^{cts}

State of Missouri, ss. Before J. H. Dale, a justice of the
Wayne County, ss. peace of Benton Township.

Depositions of witnesses, produced, sworn and
examined, on the 21st day of April, in the year of our
Lord 1887 between the hours of eight o'clock in the
forenoon and six o'clock in the afternoon of that
day, at the office of J. H. Dale, a justice of the
peace, in the city of Piedmont, in the county of
Wayne, and State of Missouri, before me J. H.
Dale, a justice of the peace, for Benton
Township, within and for said county of Wayne,
in said State, in a certain cause, now depending
in the Circuit Court of Butler County, in the
State of Missouri, wherein Lewis McShaden
and William Blaine, by the name of McShaden
and Blaine, are plaintiffs and John J. Hackworth,
is defendant, on the part of the plaintiffs.

Isaac Gilbreath, of lawful age, being produced
sworn and examined, on the part of the plaintiffs,
deposes and saith: — My name is Isaac C
Gilbreath, my age is 36 next birth day. I reside in
Wayne County 2 miles north of Piedmont
I am acquainted with McShaden and Blaine
have known them for several years. I am
acquainted with John J. Hackworth have known
him several years. I know his farm where he
resides it join my farm, he has lived on
that farm as many as three years and perhaps
as many as five years. I think there is as

forty acres under fence. Can't say how much
of it is under cultivation. There is a good dwelling
house a box house with stone shingles also a
Small Barn and an old smoke house. I do not
know of my own knowledge that the property here
described is the property in controversy but have
heard it was. The property I have described I think
would ~~rent for fifty~~ be reasonably worth fifty or
sixty dollars per year. I think it was worth that
amount last year and this
Cross examined

Do not know just when the
~~the~~ ^{Houses} ~~was~~ placed upon the place described but were built
since Mr Hackworth has been living there I
think the Stables and Barn was built since
Mr Hackworth quit sawing. I think that the
House, Barn and outbuildings are worth about
I Can't say how much as I am no Carpenter
and no judge of such things. I do not know
how much land Mr Hackworth has cleared since
he has been there he has cleared some, cleared
some last year and some this - It is worth five
dollars per acre to clear such land

+ The questions in regard to clearing the land is
objected to by Plaintiff upon the ground of it being
irrelevant

I think a portion of the farm has not been culti-
vated by Mr Hackworth, but the most of it has
been. Mr Hackworth has kept the farm repaired
and has made some new fence some planks

fence on the east side of the big field along the road next to the creek, on the east side of the creek he repaired the fence and made a good fence as to part of it. Can't say as to the balance did not see all of it. I do not know who is the owner of the land is here described. I know Mr Hackworth is in possession and has been ^{for} some years. Objection made Plaintiff objects to the foregoing questions or testimony on the ground of it being irrelevant

Isaac ^{his} ~~by~~ Gilbreth
_{marsh}

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

J H Dale Justice of the Peace
George Malloy of lawful age being produced sworn and examined on part of the Plaintiff's Deposition and oath. My name is G W Malloy my age is 46. I reside $3\frac{3}{4}$ miles north of Piedmont in Wayne County Mo. My farm joins Mr Hackworth on the west. I know John J Hackworth, have known him five or six years. I know the farm on which he resides. I know of his living there 2 or 4 years I know McShadrin & Blair. I do not know that the farm Hackworth lives on is the farm in controversy or not only from hearsay. I think the farm reasonably worth fifty or sixty dollars per year
Cross examined

I have been living adjoining to Mr Hackworth going on two years

I know Hackworth has been clearing land and making
rails on this land since I have lived by it
I think there has been cleared since I have been there
~~between~~ ^{some} 8 or nine acres: I know that Hackworth has
had a good many rails made and put up since
I have lived by him. It is worth five dollars per
acre to clear such land. It is worth 75^{cts} ^{per 100} to make
& put rails and one dollar per 10 ft rails
Objected to by Plaintiff

because of its irrelevancy

George W. ^{his} Malloy
^{mark}

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

J. H. Dale Justice of the Peace
I, J. H. Dale, a Justice of the Peace within and
for the County of Wayne and State of Missouri, do
certify that in presence of the annexed notice,
came before me, at my office in the city of Piedmont
in the County and State last aforesaid Isaac Gilchrist
and George W. Malloy 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 subscriptions
of 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. And I further certify that said Isaac
Gilchrist and George W. Malloy are residents of
Wayne County State of Missouri
Signed at my office in the city of Piedmont State of Missouri
This 21st day of April 1887

J. H. Dale Justice of the Peace

In the Circuit Court of Washington County Mo.

Be it Remembered that on the 12th day of August A.D. 1887, the following Transcript was filed in the Office of the Clerk of the Circuit Court of Washington County Missouri to-wit:

In the Circuit Court of Butler County Missouri.

Be it Remembered, that on the 7th day of February A.D. 1887, the following Transcript was filed in the Office of the Clerk of the Circuit Court of Butler County Missouri to-wit;

In the Circuit Court of Wayne County Missouri

February Term 1886

Be it Remembered, that on the 12th day of September A.D. 1886, the following petition was filed in the Office of the Clerk of the Circuit Court of Wayne County Missouri to-wit;

State of Missouri - Wayne County, SS.

Leaves M. Spaulden & William D. Blaming & the Circuit Court

Petition

vs

Plaintiffs & February Term 1886

John I. Macdonald Deft.

Court Acting Ex. Off.

Plaintiffs State that they are the owners in fee and entitled to the possession of the following described Real Estate Situate lying and being in Wayne County Missouri, to-wit: The North west quarter of the South East quarter, and the South west quarter of the North East quarter, and the South East quarter of North West quarter of Section Eleven (11), also that part of the South East quarter of the North East quarter of Section Fifteen (15), lying East of the Railroad and not heretofore deeded to Abraham Kincaid. Containing two Acres more or less, Also the North half and the South west quarter of the North west quarter.

and the best west quarter of the best East quarter of
Section Fourteen (14) Containing One Hundred and Sixty
Acres (160), Also the South west quarter of the South East
quarter of Section Eleven (11), and the South East quarter
of the South west quarter of Section Eleven (11) Containing
Twenty Seven (27) Acres. Excepting there (3) Acres
more or less, bounded as follows. Beginning One
Chain and forty six links west to the South west
Corner of said forty acre tract back above described
and running East three Chains to McKinney Creek,
thence up said Creek to the west boundary line of
said forty, Also two (2) Acres off of the South west
quarter of the South west quarter of Section Eleven (11),
beginning at the South East Corner of said forty
Acres and running East One Chain and forty six
links, thence West Six Chains and thirty Seven (37)
links, thence South One Chain and forty six links
and thence East to the beginning, All in Township
Twenty Nine (29), North of Range Three (3) East, On
September 26th 1885, and being so entitled to the pro-
cesses thereof on said day. The defendant after-
wards, to-wit; September 28th 1885, entered into
said premises an unlawfully withholds from the
plaintiffs the possession thereof to their damage
in the sum of One Hundred Dollars. They further
aver that the monthly value of the rents and profits
of the premises is Fifty Dollars. Wherefore plain-
tiffs pray judgment for the recovery of the said
premises and One Hundred Dollars, for the
unlawful withholding of the same from the
plaintiffs and Fifty Dollars for the monthly rents
and profits from the rendition of judgment
until the possession of the premises is delivered
to plaintiffs and also for all other proper relief

William A. Halle
Attorney for Plaintiff

Upon the filing of which petition the following
Summons was issued to-wit:

Summons

State of Missouri In the Circuit
County of Wayne }²⁰ The State of Missouri, vs.
The Sheriff of Wayne County, directing: The
Command you to Summon John S. Blackworth if
he be found in your County to appear before our
Circuit Court, to be holden within and for the County
of Wayne at the Court House in the Town of Greenville
in said County on the first day of the next term
thereof, before the Judge of our said Court to an-
swer the petition of Lewis W. Spaulden and William H.
Blann, and take you there and there this writ
with the return of your action thereupon

Witness my hand as Clerk of our said Court and
the seal thereof. Done at office in Greenville in
the County aforesaid 20th day of November 1880

Richard E. Buckler
Circuit Clerk

Sheriff's Return

Sheriff's
Return

Executed the within writ in the County of Wayne and
State of Missouri, on the 24th day of November A.D.
1880, by delivering a true copy of the Summons and
petition attached thereto to Mrs. Blackworth, a member
of the family above the age of fifteen years

Wiley Daniels Sheriff of
Wayne Co. Mo.

And on the 3rd day of February A.D. 1886, it being
the third day of the February Term of said Court, the
following answer was filed here to-wit:

State of Missouri In the Circuit Court
County of Wayne }²⁰ February Term 1886

Answer

Lewis M. Spaulding William H. Blaine

J. J. Lachmont

Def

Plaintiff

Legatmonk

Now at this day comes the defendant in the above entitled Cause. and by leave of Court files answer to the petition herein and States.

Defendant denies each and every Allegation, Auerment, Statement of fact contained and set forth in said petition as fully as if the same were specifically and Averally denied, excepting only the Auerment that Defendant is now and was at the Commencement of said action in the possession of said described premises, which this Defendant admits to be the truth. Further answering this Defendant avers the fact to be that there is another action now pending between the same parties, for the same cause, in this Court, to-wit, a suit in equity, wherein this Defendant is plaintiff and others are defendants, and in which suit this Court has acquired jurisdiction of the subject matter in controversy in this action as well as jurisdiction of the persons of all parties thereto and can and will adjust the rights of said parties touching all matters in controversy between them and administer full relief according to the rights of the parties and pursuant to equity. That the question as to plaintiffs rights and title to the premises described can be fully determined in said suit in equity, upon the filing the proper answer herein and full relief if any relief they be entitled to be afforded them.

That the further prosecution of this Cause will therefore entail unnecessary Costs to the great wrong and injury of all of said parties and benefits none of them. Defendant therefore prays the Court to order further

proceedings in this case to be at once suspended and direct the plaintiff to assert their rights and title and possession of any such they have to the described premises, by way of amended or supplemental answer to the petition of plaintiff in the case John D. MacArthur vs Lewis M. Sparden, William H. Blaine and others now pending and undetermined in this Court, and that this case be stricken from the docket of this Court, and plaintiff will ever pray &c

C. D. Yancey

Att'y for Deft

And afterwards on the 15th day of March A.D. 1886. At the 13th day of the said February Term of said Court the following Continuance was entered of record here to-wit:

Lewis M. Sparden and William H. Blaine
vs
Plaintiffs } Ejectment
John D. MacArthur Deft }
And at this time came the parties herein and this case is continued

And afterwards on the 3rd day of August A.D. 1886. At the second day of the August Term of said Court, the following Appraisal of record in said Cause to-wit:

Lewis M. Sparden and William H. Blaine
vs
Plaintiffs } Ejectment
John D. MacArthur Defendant }
Now at this day come the plaintiffs herein by

Attorney, and leave of Court being had, file replication to Defendants Answer in this case, which said replication is in words and figures following to-wit:

State of Missouri: Wayne County
Lewis M. Sparden and William H. Blaine }

Following
Replication

Replication

against Plaintiff } In the Circuit Court
John I. Macdonald Defendant } August Term 1886
Ejectment
Now come the plaintiffs and for replication
to the answer of the defendant deny each and every
allegation, averment and statement of fact contained
in the new matter set forth therein. Wherefore plaintiffs
pray judgment as before

William H. Stalle

Attorney for Plaintiff

And afterwards to-wit: On the third day of August
A.D. 1886, it being the second day of the August term
of said Court the following appeared of record in
said Court to-wit:

Lewis McSpadden and William H. Blamie

Filing
Petition

vs

Plaintiff } Ejectment.

John I. Macdonald Defd }

Now at this ^{time} ~~day~~ comes the defendant by attor-
ney and leave of Court being had files his application
for change of venue in this cause, which said application
is in words following to-wit:

Lewis McSpadden and William H. Blamie

vs

Plaintiff } In the Circuit Court
of Wayne County, Miss-
John I. Macdonald Defd } sippi, August Term 1886

Petition for
Change Venue

Now comes the defendant in the above entitled
cause and states upon his oath that he cannot have
a fair and impartial trial in the above entitled
cause, and as reasons alleges the following.

1st Because the inhabitants of the County are biased
and prejudiced against this Applicant.

2nd, Because the opposite party has an undue influence
over the inhabitants of the County.

Applicant further states that the causes alleged and
complained of first came to his knowledge since
the first day of this term of Court. Plaintiff

Therefore prays the Court to change the venue of this
Cause to some County in this Circuit where the Causes
Complained of do not exist

John I. Macdonald

State of Missouri
County of Wayne

John I. Macdonald being duly sworn
upon his oath says that the facts stated in the above
and foregoing petition are true and that he has
just Cause to believe and does believe that the
Court have a fair and impartial trial in said
County on account of the facts stated and Causes
alleged

J. I. Macdonald

Sworn and Subscribed before me this 3rd day of
August 1886

Arch. E. B. B. Clerk

Upon the filing of which Application, on the 4th day
of August, and 3rd day of the August Term of said
Court, the following further proceedings were had in
said Cause to-wit:

Lewis M. Spaulden and William B. Blaming

Plaintiffs - Ejectment

John I. Macdonald Def. B

Now again Come the parties by Attorney and
the Defendant having heretofore filed his Application
for Change of venue in this Cause to some other County,
alleging as a reason therefor, that the Plaintiffs have
an undue influence over the inhabitants of Wayne
County Missouri and that said inhabitants are biased
and prejudiced against him: so that he verily be-
lieves that the Court have a fair and impartial trial
therein. Wherefore it is ordered by the Court that the venue
of this Cause be changed to the County of Butler in

Chg. of
venue

the 23rd Judicial Circuit of this State, and it is ordered that the clerk of this Court make out a full and complete transcript of the record and proceedings had herein and transmit the same to the Clerk of the Circuit Court of said County of Butte, with all Court records. Together with all the original papers filed herein and not forming a part of the record of this Court.

State of Missouri

County of Wayne ^{3rd} J. Richard E. Buckler, Clerk of the Circuit Court within and for the County and State aforesaid. do hereby Certify that the foregoing is a complete transcript of the record and proceedings in the above entitled Cause together with the original papers, not forming a part of the record, as fully as the same appear of record and on file in my office.

In Testimony Whereof, I have hereunto set my hand and the seal of said Court at office in Greenville in said County this 4th day of February A.D. 1887

Richard E. Buckler Clerk

And on the 5th day of May 1887, and 4th day of the May Term, the following notice was filed herein, to-wit:

State of Missouri, County of Butte, St.

Wm. Spadden and Blaine ^{vs} In the Circuit Court
Plaintiffs — May Term 1887

John D. Westcott Defendant ^{vs} Ejectment

In the above named Plaintiffs, vs W. H. Haller their Attorney.

You will please take notice that defendant in the above entitled Cause has this day filed his petition and affidavit for a day of venue herein, for Cause in the same stated.

John B. Roney & Yancy attys. for Deft

And on said 5th day of May 1887, and 4th day of

Notice

Petition for
Change Venue

the May Term. The following Application for change
of venue was filed herein to-wit:

McSpadden and Blainie vs the Circuit Court of
Butler County, Missouri

John I. Noackworth vs May Term 1887

Is the Honorable John G. Vickers Judge of
Butler County, Circuit Court.

The Petitioner of John I. Noackworth Defendant
in the above entitled Cause respectfully represents
that a suit has been commenced against him
in the Circuit Court of Wayne County by the above
named McSpadden and Blainie in ejectment for the
recovery of the possession of certain real estate set
out in plaintiffs Petition in the above entitled
Cause, which Cause has been duly transferred
to this Court. That your petitioner has good
reason to believe and does believe that he cannot
have a fair and impartial trial of said Cause
in this Court, for the reason that the Judge before
whom this Cause is pending is biased and prejudiced
against this Applicant. That the opposite party has
an undue influence over the Judge before whom
this Cause is pending. Your Petitioner further
states that the Causes alleged and complained of
first came to his knowledge since the last
Adjournment of this Cause.

Wherefore, your Petitioner prays the Court to
award a change of venue herein to some other
Circuit in this State where such prejudice
does not exist

J. I. Noackworth

John I. Noackworth being duly sworn on his
Oath that the facts stated in the above petition
are true, and that he has just cause to believe

that he cannot have a fair trial in said Court
on account of the causes alleged and complained
of first come to his knowledge since the last
adjudgment of this cause

J. D. Macdonald

Sworn and Subscribed before me this 5th day of May 1887

Thos D. Ferguson Clerk

And on the 5th day of May 1887, and 4th day of May
1887, upon the filing of which Application, the
following was entered of record herein, to-wit:

McSpaden and Blaine

Against

Exhibit No 1603

John D. Macdonald Def B

Now Comes the Defendant by his attorney
and files his Application for a change of venue herein
and on the 5th day of May 1887, and 4th day of May
1887. The following Amended Answer
was filed herein to-wit:

State of Missouri: County of Butler, ss.

Lewis McSpaden and William H. Blaine In the Circuit Court

vs

Plaintiffs

May Term 1887

John D. Macdonald Defendant B

Now Comes the Defendant and by leave of Court
files Amended Answer to the petition herein and
states: Defendant denies each and every allegation
argument and statement of fact contained and set
forth in plaintiffs petition as fully as if the same were
specifically denied, accepting only the averment
that this Defendant was at the time of the Commence-
ment of this suit, in possession of the premises
described, further answering and by way of
new matter constituting a defence Defendant
avows the truth and fact to be, that at the time
of the commencement of this action as well as long

Filing
Petition

Amended
Answer

from thence. One Susanna Backus was the owner in fee Simple, Absolute, of all that part of the premises described in plaintiffs petition as follows to-wit: All of the North west quarter of the South East quarter, and the South west quarter of the North East quarter, and the South East quarter of the North West quarter of Section eleven, Township Twenty Nine Range Three East" and at some of said the title to the said last described premises and the whole thereof was in said Susanna Backus, and that she then was and now is owner thereof. Defendant therefore says that at the time and commencement of this action there was and now is a valid and subsisting outstanding title in said Susanna Backus to the land in controversy and above herein last described, as against plaintiffs and as against all others, and defendant pleads the same in bar of this action. Further answering the defendant says that on or about the 22nd day of April 1882, he made and delivered his several twenty one promissory notes amounting in the aggregate to the sum of \$2180.00, to one Peety E. Bates to become due on the said notes generally provided and which said notes were afterwards assigned to plaintiffs and to secure the payment of the same he made and delivered his certain Chattel Mortgage to Peety E. Bates bearing upon date with said notes, whereby he conveyed to said Peety E. Bates a certain Saw-mill, boiler, engine and fixtures, tools implements and appliances, and also by deed of trust executed on the same day, and to further secure the payment of said notes defendant conveyed to James F. Batten as trustee the real estate described in plaintiffs petition. That afterwards defendant fully paid

off. satisfied and discharged and said notes and
 each of them and all interest, costs, expenses and
 charges due them, and the same are now fully satis-
 fied and paid, and were so fully paid at the time
 of the pretended sale of said lands under said
 deed of trust by the trustee there named and under
 which said plaintiffs now wrongfully and without
 right assert title to said lands in themselves in this
 action, Having fully answered Defendant asks
 judgment for his costs

John H. Roney & C. O. Yancy
 for Defendant.

And upon the filing of which amended answer, on said
 6th day of May, and 5th day of the May Term 1887, the
 following was entered of record here to-wit:

McSpadden and Blamie Plaintiffs

Against

Ejectment
 No 1603

John H. Backhurst Defendant

Now comes the Defendant by his attorney

and files his amended answer herein

And on said 6th day of May 1887, and 5th day of the
 May Term, the following Replication was filed here to-wit

McSpadden and Blamie Plaintiffs
 against
 John H. Backhurst Defendant

May Term 1887

State of Missouri, Eastern, County of St. Louis

The Plaintiffs replying to the amended answer
 of the defendant state that they have no knowledge or
 information sufficient to form a belief as to the prem-
 ises described in the answer, or any part thereof, at the
 time alleged, or at any other time were owned by, or
 the title thereto was vested in said Susan Backhurst
 or any one else, other than plaintiffs grantors, and
 they deny that the alleged title thereto so alleged

Defining
Answer

Replication

to be that of the said Susan Westcott or any other
title at the time alleged, or at any other time was a
value or any subsisting outstanding title, against their
Plaintiffs. And plaintiffs further replying allege that
the Defendant and the said Susan Westcott are
husband and wife, and that plaintiffs title to the
premises emanated from the said husband and wife
and are among the grantors of the said premises and
by them deed to said premises are bound to make good
to plaintiffs their title to, and possession of the same
premises and every part thereof. And ^{Plaintiffs} further
replying deny that the said promissory notes were
paid by defendant or any one else. And plaintiffs for
full value became and were the owner thereof before
their maturity, and the said Defendant and no one
for him, paid the same, as alleged, or at all, and
now plaintiffs having fully pleaded herein again
prays judgment as before

William A. Halle
Attorney for Plaintiffs

And upon the filing of which replication, on the 6th day
of May 1887, and 5th day of the May term, the following
was entered of record term to-wit:

Filing
Replication

McSpadden and Blain
against
John I. Westcott } Ejectment, No 1603

Now Come the plaintiffs by their attorney
and file their replication herein

And on said 6th day of May 1887, and 5th day of the May
term the following was also entered of record to-wit:

Opening
Depositions

McSpadden and Blain
against
John I. Westcott } Ejectment No 1603

Now Come the plaintiffs by their

Attorney and on their motion, it is ordered by the Court that the depositions for plaintiffs be opened and filed herein.

And on said 6th day of May, and 5th day of May term the following was entered of record herein to-wit:

M^{rs} Spadden and Blaine

Against

Ans. S. Backus et al

Ejectment No 1603

The parties appear by their attorneys and (Susanna Backus) files her petition to be made party Defendant herein, and by agreement the said Susanna Backus is made co-party Defendant, and she files her separate answer herein.

(Which petition and answer of Susanna Backus are lost or misplaced or that I am unable to find them)

J. J. Ferguson clerk

And on said 6th day of May 1887, and 5th day of the May term, the following replication was filed herein to-wit:

M^{rs} Spadden and Blaine Plaintiffs

State of Missouri, Butler County S.D.

In the Circuit Court

Against

May Term 1887

The said Susanna Backus, Defendants

Ejectment

The Plaintiffs for their reply to the answer of the Defendant Susanna Backus, say that they have no knowledge or information sufficient to form a belief as to whether she is the owner in fee and has title to and of the premises in her answer described, and they deny each and every allegation, averment and statement made in her answer. The Plaintiffs aver that said Defendants are grantors of the plaintiffs to the premises by their descent and that they acquired title thereto in good faith for a full and adequate consideration, and without notice of any defect or imperfection or any fact impairing the title they so acquired from through and

Filing Answer of
Susanna Backus

Replication to
Answer of Susanna
Backus

under Defendants or either of them, and having
fully pleaded &c

William H. Hall
Attorney for Plffs.

And upon the filing of a verbal replication, on and 6th
day of May 1887, and 5th day of the May term, the follow-
ing was entered of record here to-wit:

Mr Spaulden and Blaine
against

Exhibit A, 1603

John I. Backus et al.

Now Come the plaintiffs by their attorney,
and file their Replication to Susanna Backus's
Petition Answer herein.

And on the 7th day of May 1887, and 6th day of the
May term, the following was entered of record here to-wit:
Lewis M. Spaulden and William H. Blaine

against

Plaintiffs

Exhibit

John I. Backus et al Defendants

A. 1603

The parties appear by their attorneys, and the
Defendant John I. Backus, having filed his peti-
tion verified by affidavit for a change of venue in
this Cause, and the Court being advised of the same,
is do this order that said Application for change
of venue be overruled to which the Defendants object,
and thereupon the Court doth order that the venue
in this Cause be and is hereby changed to the Circuit
Court of Washington County on the 26th Judicial Circuit
of Missouri, and that the Clerk of this Court make
out a true and complete transcript of the record
and proceedings in this Cause, duly certified,
and transmit the same (together with the papers
not forming a part of the record) to the Clerk of the
said Circuit Court of Washington County, with
all convenient speed.

Filing
Replication

Changing
the Venue

State of Missouri
County of Butler $\bar{B}^o$ I Thos D. Ferguson Clerk of
the Circuit Court within and for said County hereby cer-
tify that the foregoing is a true and complete trans-
cript of the record and proceedings in the above entitled
Cause (together with the original papers - Depositions -
not forming a part of the record) as fully as the same
appears of record and on file in my office.

In Testimony Whereof I have hereunto set my hand
and the seal of said Court at office in the City of
Poplar Bluff in said County this 6th day of
August A. D. 1887

Thos D. Ferguson
Circuit Clerk

And on Washington County Circuit Court, and on
October 10th 1887, and first day of October Term 1887.
the following appears of record to-wit:

McSpaden and Blaine

vs
John I. Wacknaw et al

By Consent of parties the Sepa-
rate Answer of Susanna Wacknaw is now filed.
Which said Separate Answer of Susanna Wacknaw is
in words following to-wit:

State of Missouri
County of Butler $\bar{B}^o$ In the Circuit Court, May Term 1887
Levin McSpaden and William B. Blaine

vs
John I. Wacknaw

Plaintff $\bar{B}^o$ Defendant $\bar{B}^o$

Now comes Susanna Wacknaw and
respectfully shews to the Court that she is the wife of de-
fendant John I. Wacknaw, and states that she is the
owner of a part of the real estate described in the

Filing Answer
of Susanna Wacknaw

Petition of Susanna
Wacknaw

petition of plaintiff in this cause and that such interest is endangered by the action now pending in this Court that the defenses to be interposed for the protection of said interest can only be pleaded by Susanna Wack-
 wort - That she has a just and meritorious defense to said action as will appear from her answer hereto annexed. Wherefore she prays leave of the Court to enter her appearance as a party defendant in said ac-
 tion, and that she be allowed to file her answer and defend against the alleged wrong and injury com-
 plained of by plaintiffs in their said petition, and she will now pray &c

Susanna Wackwort

By J. D. Wackwort her husband,

State of Missouri }
 County of Butler }
 In the Circuit Court

May Term 1887

Respondent and Blamee Plaintiffs

✓
 Separate Answer
 of Susanna Wackwort

John D. Wackwort and Susanna Wackwort
 Defendants

} Separate Answer of
 Susanna Wackwort

Now Comes Susanna Wackwort and by leave of Court files her separate answer to the petition of plaintiffs in this cause - and says: Defendant states that she is the wife of John D. Wackwort Co-
 defendant herein, and admits that she signed and acknowledged the deed mentioned and referred to in plaintiffs replication to the answer of John D. Wackwort to plaintiffs petition herein, but this defendant avers the true and fact to be that at the time of so signing and acknowledging said deed, she being then the wife of Co-defendant John D. Wackwort and being then seized and possessed in her own right in fee to a portion of the lands described in the petition

said pretended deed, to-wit: All of the North
west quarter of the Southwest quarter and the Southwest
quarter of the North east quarter and the South East
quarter of the North west quarter of Section Eleven Town-
ship Twenty one Range Nine East in the County of
Wayne and State of Michigan, was not made acquainted
with the contents of said deed, nor was she informed
that her separate lands was to be conveyed thereby,
but was informed that she was desired to relinquish
her dower in her husband's John I Macdonald's lands,
that there was no perjury & assumption of this Defendant
by the Notary Public who took the Acknowledgment
of said deed apart from her husband, and the
object and purport of the deed was not explained
to her by the officer taking the said Acknowledgment
nor by any other person otherwise than that it was,
so far as this Defendant was concerned merely
the relinquishment of her dower interests in the
lands of her said husband.

Defendant therefore says that said deed so
far as the same affected or purported to convey
her separate estate above herein described was an
imposition upon her and a fraud in fact as well
as in law - Wherefore Defendant having fully
insured ask judgment for her costs

John H. Raney & G. D. Yancy
Atty. for Deft

And on some day, the following appears of re-
cord from to-wit

McSpaulden and Blaine

John I. Macdonald et al

Now at this day comes the defendant John I.
Macdonald by his attorney and files his Grand Answer

Filed 2nd March
Answer of John I.
Macdonald

did answer in this cause.

Which said Second Amended Answer of John I. Backworth is now following to-wit:

State of Missouri }
County of Washington } 2

In the Circuit Court October Term 1887

Leino Wedspalden and William B. Blamie

Plaintiffs

John I. Backworth et al Defendants

Now Comes the Defendant John I. Backworth and by leave of Court files his Second Amended Answer to plaintiffs petition herein. And Says - Defendant denies each and every Allegation contained and set forth in Plaintiffs petition as specifically as the same is therein stated, accepting only the averment that this Defendant is now, and was at the time of the Commencement of this action in possession of the premises described. Further Answering and by way of new matter constituting a defense, Defendant avers that the truth and fact to be, that at the time of the Commencement of this action, as well as long prior thereto, Susana Backworth was and now is the owner of all that part of the premises described in plaintiffs petition as follows to-wit: All of the west west quarter of the south east quarter and the east west quarter of the west east quarter and the south east quarter of the north west quarter of Section Eleven (11) Township Twenty Nine (29) North of Range Three (3) East; and at the time aforesaid the title to the said land descended unto and the whole thereof was vested in said Susana Backworth and that she was then and there, and now is the owner thereof. Defendant therefore Says, that at the time of the Commencement of this action there was

2^d Amended Answer
of John I. Backworth

and now is a valid, subsisting, outstanding title in
said Susana Washburn, as against plaintiffs and
as against all other persons to the premises above described.
Further Answering Defendant says that on or about
the 22nd day of April 1882, he made executed and
delivered to one Peety E. Bates. His several promissory
notes amounting in the aggregate to the sum of about
Twenty one hundred and eighty Dollars, to become due
thereafter, as in said notes generally described, and
that to secure the payment of the same he made ex-
ecuted and delivered his certain Chattel Mortgage
bearing even date with said notes, whereby he con-
veyed a certain Sawmill and fixtures and diverse
tools and implements, in said mortgage fully
described and which mortgage was duly recorded
in the Records Office of Wayne County Missouri
on the 25th day of April 1882, in Book V at page
880 and also to secure the payment of said notes
Defendant on the 25th day of April 1882, made execu-
ted and delivered his certain deed of Trust con-
veying the property described in plaintiffs peti-
tion, to James F. Watten as trustee. That afterwards
the said Peety E. Bates transferred and delivered
the said notes to plaintiffs for value. That after-
wards Defendant paid these notes to plaintiffs in
full, that is to say, the sum of Seven hundred
and forty four Dollars in cash to these plaintiffs,
and did and delivered a certain Sawmill with its
fixtures and appliances and diverse tools and imple-
ments and also a large number of wagons and
harness and mules and other property and effects
amounting altogether to the sum of Eleven hundred
Dollars, to one Peety E. Bates; That before Defendant
would deliver up the said mill and fixtures and

arms tools and implements and mules and wagons
 and harness to said Party E. Bates, and in consideration
 and in consideration that Defendant would deliver
 or up said property, Plaintiffs agreed to deliver
 to Defendant his African notes to the amount
 of Eleven Hundred Dollars and Cancel his debt to
 them for that amount and enter satisfaction of
 record of the deed of trust hereinbefore mentioned.
 That Defendant in consideration of said agree-
 ment with plaintiffs and at their request them and
 there turned over and delivered to said Party E.
 Bates the said Sawmill and other chattels herein-
 before herein mentioned, the sole consideration
 herein thereto moving being the agreement by plain-
 tiffs to deliver to him the Eleven Hundred Dollars
 represented by the notes African and the Can-
 celling of his debt to plaintiffs for that amount
 and the satisfaction of record of deed of trust afore-
 said. But plaintiffs wholly disregarding the
 obligations of their African agreement and Con-
 tract with Defendant, neglected, failed and
 refused to deliver up to Defendant his African
 promissory notes to the said amount of Eleven
 Hundred Dollars or to Cancel his debt to them for
 that amount, or to enter satisfaction of record of
 the deed of trust African. And that on the

day of September 1884 unlawfully fraud-
 ulently, wickedly and without right procure the sale
 of Defendants lands as described in plaintiffs pe-
 tition, under and by virtue of their pretended
 right and power, under the deed of trust afore-
 said, after the same had been so paid off and
 discharged by Defendant as African. And at
 the same time the plaintiffs herein became the

purchase of said lands, and which said sale de-
pendant says operated as a fraud upon his rights,
and is a fraud in fact, as well as in law.

Wherefore Defendant asks that the plaintiffs be
allowed to take nothing by their action and that he
have judgment for his costs in this behalf expended

John B. Roney and C. O. Yonery
and J. H. Morrison

Atty. for Defendant

And on the 11th day of October and 2nd day of October
1887, the following appears of Record here to-wit

M^{rs} Spadden and Blaine

John I. Macdonald et al

Application for change of venue filed
by Defendant Susanna Macdonald.

Which said Application is in words following to-wit

M^{rs} Spadden and Blaine Petrs

Application for change
of venue

John I. Macdonald and
Susannah Macdonald Wfts } of the Circuit Court
Washington County Mo.

To the Honorable John L. Thomas, Judge of the
Washington County Circuit Court.

The petition of Susannah Macdonald one of the
defendants in the above entitled cause, respectfully
represents that a suit has been commenced against
her co-defendant, John I. Macdonald, in the Circuit
Court of Wayne County Missouri, by the above named
plaintiffs in ejectment, for the recovery of the possession
of certain real estate, set out in plaintiffs petition
in the above entitled cause, which said cause has
been duly transferred to this Court, and to which
said cause, your petitioner, on her petition and

Filing Application
for Change of venue

Application for
Change of venue

agreement, has been duly made a party defendant;
that your petitioner has good reason to believe and
does believe that she cannot have a fair and
impartial trial, upon her separate defense in the
said above Cause, in this said Court; for the
Reasons; that the inhabitants of this County are biased
and prejudiced against your petitioner; that the
opposite parties have an undue influence over the
inhabitants of this County. Your petitioner further
states, that the Causes alleged and Complaind
of, first came to her knowledge since the Com-
mencement of this Term of Court.

Therefore your petitioner prays, the Court to
award a Change of venue herein to some other
County where such prejudice does not exist

Susannah Backworth

Susannah Backworth being duly sworn, upon
her oath says, that the facts stated in the above
petition are true, and that she has just Cause to
believe, that she can not have a fair trial in said
County on account of the Causes alleged, and that
the Causes alleged and Complaind of, first came
to her knowledge since the Commencement of
this Term of Court

Susannah Backworth

Sworn to and subscribed before me this 11th
day of October 1887

Andrew J. Casey Clerk
Circuit Court

And Affiants, on same day the following appeared
of Record herein to-wit;

James McSpaden and William B. Blaine

John D. Backworth and Susannah Backworth

Now Comes the Motion by Attorney, and the
defendant Susanal Backworth having heretofore
filed her Application for Change of venue in this
Cause to Some other County, Alleging as reasons
therefor that the Plaintiffs have an undue influ-
ence over the Inhabitants of Washington County
Missouri, and that Said Inhabitants are biased
and prejudiced against her so that she verily be-
lieves that she cannot have a fair and impartial
trial there. Wherefore it is ordered by the Court that the
venue of this Cause be changed to the County of def-
ferson in the 26th Judicial Circuit of this State, and
it is ordered that the Clerk of this Court, make
a full and complete transcript of the record and
proceedings had herein and transmit the same
to the Clerk of the Circuit Court of Said County of
Jefferson, with all Comment Speed, together with
all the original papers filed herein, and not
forming a part of the record of this Court.

State of Missouri
County of Washington B^{ee} J. Andrew F. Casey Clerk
of the Circuit Court, within and for the County of Wash-
ington aforesaid. hereby Certify that the foregoing
is a true and complete transcript of the record and
proceedings in the above entitled Cause (together
with the original papers - Depositions - not form-
ing a part of the record) as fully as the same
appears of record and on file in my office
In Testimony Whereof I have hereunto set my hand and
the Seal of said Court at office in the Town of Patton
in Said County this 27th day of October A.D. 1887
Andrew F. Casey Clerk
Circuit Court

Bill of Costs - W^o Sparden & Blaine vs. Jas. D. Macdonald et al.
Richard E. Buckler Circuit Clerk Wayne Co.
July 3. Filing 3 papers¹⁰ Drafting Case¹⁰ 25
" Cert. Copy Petition¹⁰ Summons¹⁰ 2.00
Contract²⁵ Two Copies of writs²⁵ Answer²⁵ Subpoena²⁵ .90
Aug 3. Drafting¹⁰ 2 Subpoenas⁵⁰ Replication²⁵ .85
" Affidavit²⁵ Application²⁵ Subpoena³⁰ 80
" Outing order³⁰ Transcript 2200 words 2.20 2.50
" Certificate Sent to Same⁵⁰ for bill¹⁰ Postage⁵ 60
7.95

Wiley Daniels Sheriff Wayne Co.
Jury Summons¹⁰ Subpoening 4 Witnesses^{2.50} 3.00
Jury. Bates Witness 2 days & 40 miles 4.00
Eugene Gilbert Witness 2 days & 52 miles 4.60
John Macdonald " 2 days & 52 miles 4.60
G. H. Malloy " 2 days & 46 miles 4.30
17.50

Thos D Ferguson Circuit Clerk Butler Co.
May 3. 87 Filing 3 papers¹⁰ Drafting Case¹⁰ 25
" Affidavit²⁵ Application²⁵ 2 Answer⁴⁰ .85
" Subpoena of Aple⁵⁰ Subpoena²⁵ Crit²⁵ .80
" Outing 3 orders⁹⁰ Transcript 5000 words 5.50 6.40
Certificate Sent to Danouk 50
8.80

J. H. McConney Constable Wayne Co
May 3. 87 Subpoening 4 witnesses at 25c 1.00
" S. A. Bates witness for Piff. 3 days & 80 miles 7.75
" Geo Bates " " 3 " & 80 miles 7.75
25.30
Butler Circuit Clerk

Recapitulation
Wayne County Circuit Clerk Costs 28.40
Butler County Circuit Clerk Costs 25.30
Total Costs 53.70
A True bill of Costs as appears from the fees listed on my office
J. S. Stark Thos D. Ferguson Circuit Clerk

6326 4

Mr. J. H. Adams & Blane

John L. Macdonald et al

Shenandoah

Filed Nov. 29th 1887

W. B. Yeager

Clerk

NOTICE TO TAKE DEPOSITIONS.

(Revised Statutes, Secs. 2138-2139)

Louis McShaden and William
H. Blaine, ~~partners by the name of~~
~~McShaden and Bl~~

Plaintiff(s)

AGAINST

John J. Neackworth and
wife

Defendant(s)

IN THE Bench COURTOF Jefferson COUNTY.

STATE OF MISSOURI.

To the above named defendants

YOU ARE HEREBY NOTIFIED, That Depositions of Witnesses, to be read in evidence in the above
entitled cause, on the part of the plaintiffs, will be taken at the office of
John H. Young, a justice of the peace in
and for Benton Township, in the city of
Piedmont

in the County of Wayne and State of Missouri on the
7th day of January A. D. 188 8, between the hours of eight o'clock in
the forenoon and six o'clock in the afternoon of that day; and that the taking of said Depositions, if not completed
on that day, will be continued from day to day, at the same place and between the same hours, until completed.

Service of the above Notice is hereby acknowledged, and issue
of Dedimus, and all exceptions as to time, waived.

December 29th 188 7
James Morrison + Roney
attys for Defendants

William M. Halle,
attorney for said
plaintiffs

The State of Missouri,

To John Hackworth, junior.

Writing:- you are hereby commanded to be and appear before the undersigned justice of the peace in and for Benton Township, in Wayne county, at ten o'clock in the forenoon, on January 7, 1888, at his office, in Piedmont, in said Township, to testify the truth of your knowledge touching that certain matter of controversy wherein Lewis McShaden and William H. Blaine, are plaintiffs and John J. Hackworth and wife are defendants, on the part of the plaintiffs, and hereby fail not at your peril.

Witness this January 3rd 1888.

John H. Young, Justice of the Peace.

Executed the within: By Reading the same in the Presence
and hearing of the within named John Hackworth the 6th
day of January 1888 in Benton Township Wayne Co Mo

Fee 25-
mileage 40

subscribed,
witnessed

J. H. Young, J. A.

W^e Sheridan & Merwin

J. J. Hackworth &
wife

W^e Hackworth &
wife

Witnessed, January 7, 1888.

State of Missouri
Wayne County. Deposition of witnesses, produced,
sworn, and examined, on January 7, 1888, between the
hours of eight o'clock in the forenoon and six o'clock in
the afternoon of that day at the office of John H.
Young, a justice of the peace in and for Benton
Township, in the city of Piedmont, in the county of
Wayne and State of Missouri, before me, John H.
Young, a justice of the peace in and for said county
of Wayne, in a certain cause now depending in
the Circuit Court of Jefferson County in the State of
Missouri, wherein Lewis McShadden and William
H. Blaine, are plaintiffs and John J. Hackworth
and wife are defendants, on the part of the
plaintiffs; the said plaintiffs being represented by
William H. Halle, as their attorney, and the
said defendants being represented by John
H. Romney.

John L. Hackworth a witness on the
part of the plaintiff, being duly sworn
testified as follows.

my name is John L. Hackworth age
34 years reside Wayne Co Mo my
occupation teaming do you know the
plaintiff McShadden & Blaine yes
do you know Defendant yes I do what
relation are ^{they} to you to Defendant

I am a son of Defendants my mothers
name is Susanna do you know what this
suit is about or do you know the land in
controversy and I think I do but don't know
the number of the land do you know
W. H. Brown in his life time I knowed
him when I seen him where you at
any time present when Brown and
^{your} mother were together for the purpose
of acknowledging a deed of trust conveying
the land in controversy to James F. Latten
as trustee for Prity & Bates objected to
by Defendants Attorney because it is
misleading and in fact I was present
when she signed a paper that Brown
called a deed of trust I did not know
what it was Brown never read any
part of it while I was there and I was
there until Brown left this was at
my fathers house who were present besides
yourself the family and I think my
father but I am not shure that he
was in the house did Brown make
this expression as near as I can
remember here is a paper for you
to sign a deed of trust she took the
paper and I saw her writing on it

I supposed she was signing it my
mother could read and write. How
long did Mcowen remain there ten or
fifteen or twenty minutes may be not
so long or probably longer. do you know
what year that was in. in the spring
of the year of 1882 or 1883 Mcowen never
said to whom the deed of trust was
made if I had I dont remember it
I dont think I had state what you
matters capacity is for buyers
wether or not she is not a lady
of a great deal more than ordinary
intelligence. objected to be defendant
as being the opinion of the witness
and is being incompetent and
~~irrelevant~~ ^{irrelevant} state what is her buyers
capacity I dont know of her having
any buyers to transact other than
household affairs it is my opinion
that she is verry intelligent about
those affairs were you present at
any other time when Mcowen got her
to sign any other papers I dont
think I was if I was I dont
recollect. state I dont ^{think} I can state how
many were present of the family besides

myself two of the other boys George or William or George and Frank went in to the house as Brown and I went in what was said there about the paper nothing said about the paper only what I have stated as far as I can recollect they was nothing said there about the mill that my father had bought from Bates or about the notes that were given for the purchase price of it I did not know that it was generally understood there that a deed of trust was being executed for the purpose of securing these notes for the purchase money of that mill I thought it was and wanted to speak to my mother and inform her of that fact but could not get an opportunity did you talk to her afterwards about it probably the same day or a day or two afterwards I talked to her freely and fully about the paper or deed of trust if it was for that ^{fifteen hundred or two thousand dollars} that she was likely to lose it all of the above testimony objected to as being irrelevant and incompetent I told her if it was for that debt the mill debt she would likely lose it

14
told her not later than two or three
days after that Mcowen had left
there did your father then have possession of
the mill objected to by the attorney being
incompetent he either then had it or a
week or so afterwards did you know he
does not know if his mother knew that
his father got possession of the mill by
reason of her signing the paper that
Mcowen brought at the time she
signed it but she knew it a short
time afterwards within a week
or so he don't know of her having
any conversation about the paper she
signed with any body prior to her
signing it I have no recollection of
any body talking to her about the
deed or paper that she signed prior to
her signing it nor do I know of any
one talking in her presence about it
I understood that at the time she
signed that paper that my father
had traded for the Bates mill I do
not know whether mother knew it or
not it was about 3 or 3 1/2 miles from
our house where the paper was signed
to where Mcowen lived objected to as
being irrelevant

I do not know how long it was before
mother went to Piedmont where Abowen
lived after she signed the paper
objected to as being incompetent and
~~irrelevant~~ my mother was some where in
forty years old when she signed that paper
I dont know who requested Abowen to
go there and get mother to sign the paper
I dont know whether father signed it
when Abowen was there or not I dont
think father signed ten or eleven notes
at that time with that paper if he
did I dont remember I dont know
when he did sign the deed or notes Plaintiff
now exhibits a deed of trust herewith
attached and marked exhibit A with
the witness I identify in this way it
looks like the paper that mother signed
folded up in that way I never
saw it unfolded the signature of
this paper looks like my mothers
I never seen her write much
A short time elapsed from the time
Abowen handed her the paper until
the witness seen her writing ~~seen~~ on the
paper I dont think she left the room
the pen and ink was usually kept on the

table where she done the writing after his
mother ceased writing & do not remember
of seeing Brown writing on the same
paper at that time objected to as
being incompetent and irrelevant

Cross examined by defendant attorney J. H. Dugg
is waived

John L. Blackworth

Sworn to and subscribed before me, at
the time and place, and within the
limits first aforesaid.

John H. Young Justice Peace





$$\begin{array}{r}
 27 \\
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 10 \\
 13 \quad 2 \quad 3 \\
 \quad 9 \quad 5 \\
 \hline
 14 \quad 1 \quad 8
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Whump 1.00

$$\begin{array}{r}
 14 \\
 \underline{15} \\
 70 \\
 \underline{14} \\
 2.10 \\
 50 \text{ miles} \\
 \hline
 2.60 \\
 - .08 \\
 \hline
 2.52
 \end{array}$$

cost
50
60
1.10

State of Mississippi.

Wayne County, I, John H. Young, a justice of the
peace within and for said county and state,
do certify, that in pursuance of the annexed
notice come before me, at my office, in the
city of Piedmont, Benton Township, in said
county, the place described in the annexed
notice, John H. Ackworth, junior,

3 3

who was by me duly sworn to testify the
whole truth of ~~this~~ knowledge touching the
matter in controversy aforesaid, that he
was examined his examination reduced to
writing, and subscribed by him, day in my
presence, on the day, between the times, and
at the place in and behalf first aforesaid,
and his said deposition on me hereunto
returned. And I further certify that said
John H. Ackworth, junior,

3

Resident of said county of Wayne, in said
state of Mississippi.

Given at my office in Piedmont, this
January 7th 1888. John H. Young
Justice of the Peace is
aforesaid.

Apr 4

In the Vicinity of Kent &

Hagerman Creek, Nev.

McShannon & McAni

to

Hagerman & Washburn

Planting Station -

Filed Jan'y 10th 1888
D. B. Hagerman
Clerk

CERTIFICATE OF OFFICIAL CHARACTER OF JUSTICE OF THE PEACE.

STATE OF MISSOURI

County of

Marion

ss.

I HEREBY CERTIFY, That

before whom the foregoing

John H. Young

was made,

and who has herunto subscribed his name, was at the time of so doing a Justice of the Peace in and for the County aforesaid, duly commissioned and sworn, and that his signature thereto is genuine.

IN TESTIMONY WHEREOF, I have herunto set my hand and

affixed the Seal of my office, as Clerk of the County Court,

for the County aforesaid, this

7th

day

of

January 1888

John D. Foster

John D. Foster

COUNTY CLERK.

By Marshall Wilson

D. C.

McShaden and Blaine, Plffs }
 " }
 Hackworth and Hackworth, Dfs }
 vs }
 of Jefferson county,
 vs }
 Heigsoni.

Bills of costs for taking plaintiffs' deposition,
 January 7, 1888, before John H. Young, a justice of
 the peace in and for Wayne county, Me., at his
 office in city of Piedmont.

Fees of John H. Young, Justice of the Peace
 Jan 9, 1888. For one subpoena for plaintiff .25-
 " 7 " " Summons 1 witness .05-
 " " " " Writing 1400 words @ 15- 2.10
 " " " " Signs & certifying deposition .35-
 " " " " Certificates to witness affd. 1.8-
 \$2.90

Fees of J. W. McCamey, Dfs Sheriff & Coroner,
 Jan 6, 1888. For summoning one witness .50
 " Mileage 14 mls @ 5- .60
 \$1.10

Fees of John L. Hackworth, Plffs witness
 Jan 7, 1888. For 1 days attendance & 14 mls \$1.80

Fees of John F. Rhoads, Dfs const clerk,
 Jan 7, 1888. For 1 certificate & seal .50

Total amount of costs \$5.80

The foregoing is a true account of said fees.

Attest: John H. Young Justice of the Peace.

State of Missouri }
County of Jefferson }

In the Circuit Court,
January term 1888.

Lewis M. Spadden and
William H. Blaine, Plaintiffs

vs

John J. Hackworth et al, Defendants }

Now comes

The defendant John J. Hackworth and by
leave of Court files this his third amended
separate answer to plaintiffs' petition
herein and says:-

Defendant denies each and every allega-
tion contained and set forth in plaintiffs
petition excepting only the averment that
this defendant is now, and was at the time
of the commencement of this action, in pos-
session of the premises described.

Further answering, and by way of new
matter constituting a defense, this de-
fendant avers the truth and fact to be

that at the time of the commencement
of this action, as well as long prior thereto
Susannah Hackworth was and now is
the owner of all that part of the premises
described in plaintiffs' petition as follows,
to wit: All of the northwest quarter of

the southeast quarter and the southwest quarter of the Northeast quarter and the southeast quarter of the Northwest quarter of section eleven (11) Township Twenty nine (29), north, Range three (3) East; and at the times aforesaid the title to the said lands described, and the whole thereof was vested in said Susanah Hackworth and that she then and there was, and now is, the owner thereof.

Defendant therefore says, that at the time of the commencement of this action there was, and now is, a valid and subsisting outstanding title in said Susanah Hackworth, as against plaintiffs and as against all other persons to the premises above described.

Further answering, defendant says that on or about the 22nd day of April 1882 he made, executed and delivered to one Percy E. Bates, his several promissory notes amounting in the aggregate to the sum of about Twenty one hundred and eighty dollars (\$180⁰⁰), to become due thereafter, as in said notes severally provided, and that to secure the payment of the same, he made executed and delivered, his certain chattel

mortgage of even date with said notes whereby he conveyed a certain saw mill and fixtures and other personal property in said mortgage described, And also to further secure the payment of said notes this defendant on the 2nd day of April 1882, made, executed and delivered his certain deed of trust to convey all the property described in plaintiffs petition to James F. Hatten as trustee; That afterwards the said Pety E. Bates transferred said notes to the plaintiffs and that after said transfer of the said notes to these plaintiffs this defendant paid the same in full with all interest on them and all costs accruing in relation to them and the said mortgage and deed of trust to the full and complete satisfaction of these plaintiffs, which said payments were made as follows, to wit: The sum of Seven Hundred and forty four dollars paid in cash to these plaintiffs directly by this defendant; And Eleven Hundred dollars paid to Pety E. Bates in property of the value of \$1100⁰⁰ at the instance and request of these plaintiffs which payment in property to Pety E. Bates was made in

fulfillance of an agreement between This
defendant and these plaintiffs duly made
and entered into by them at the time
whereby it was agreed that these plain-
tiffs would ~~cancel~~ ^{credit} said notes and cancel
the same ~~to~~ to the amount of said Eleven
Hundred Dollars upon this defendant trans-
ferring and delivering to the said Pety E.
Bates the said ^{agreed to be} property of the value of
Eleven Hundred Dollars and taken at that
price, which transfer and delivery to the
said Pety E. Bates was then and there made
by this defendant, the sole consideration mov-
ing him thereto being the said agreement
between this defendant and these plaintiffs
to the effect that he should do so, And
these plaintiffs thereafter sold said mill
and other property mortgaged as aforesaid
by virtue of the said Chattle mortgage
and out of said sale realized and received
the sum of three hundred and seventy
five dollars which they applied to the
payment of the balance then due on
said notes, and which paid them in
full together with the interest on the
same and all costs arising out of the
execution of said mortgage and matters

pertaining to it.

That said notes were so as aforesaid paid and satisfied before any sale was made under, or by virtue of, the aforementioned deed of trust but that after said satisfaction of said notes and all interest and costs due thereon these plaintiffs did on the day of September 1884 unlawfully, wrongfully, fraudulently, wickedly and without right procure a pretended sale of the lands described in plaintiffs petition under and by virtue of their pretended right and power under the deed of trust aforesaid, after the notes which the same was given to secure had been so paid off and discharged by this defendant as aforesaid, and at the said pretended sale thereof these plaintiffs became the purchasers of said lands and took a deed therefor from said trustee and placed the same on record in the office of recorder of deeds for Wayne County Missouri, and which pretended sale defendant says operated as a fraud upon his rights and is a fraud in fact as well as in law, and which said deed operates as a cloud upon his title to

said lands,

Wherefore this defendant asks that the plaintiffs be allowed to take nothing by their action and that he have judgment for his costs in this behalf expended and for any and all other relief he is entitled to in the premises,

John H. Ramey with
Whom is

C. D. Yancey and
J. N. Morrison,
Attorney for Defendant,

No 15.

Learn: Mr. Spalden
and William W
Beane, Depts

Mr
John J. Woodworth
at all Agents.

32 answered answers
" "

Filed Jan 12/1888

N.B. Hooper
Clerk

State of Missouri }
County of Jefferson } ss

In the Circuit Court,
January term 1888.

Lewis M. Spadden and
William H. Blaine, Plaintiffs

vs.

John J. Hackworth, et al.
Defendant.

Now comes the defendant John J. Hackworth and by leave of Court files this his third amended separate answer to plaintiffs petition herein and says Defendant denies each and every allegation contained and set forth in plaintiffs petition excepting only the averment that this defendant is now, and was at the time of the commencement of this action, in possession of the premises described.

Further answering, and by way of new matter constituting a defense, this defendant avers the truth and fact to be that at the time of the commencement of this action, as well as long prior thereto Susanat Hackworth was, and now is, the owner of all that part of the premises described in plaintiffs petition as follows, to-wit: All of the northwest quarter

of the Southeast quarter and the Southwest quarter of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section Eleven (11), Township twenty nine (29), Range three (3) East; and at the times aforesaid the title to the said lands described, and the whole thereof was vested in said Susannah Hackworth and that she then and there was, and now is, the owner thereof.

Defendant therefore says that at the time of the commencement of this action there was, and now is, a valid and subsisting outstanding title in said Susannah Hackworth, as against plaintiffs and as against all other persons to the premises above described.

Further answering, defendant says that on or about the 22nd day of April 1882 he made, executed and delivered to one Pict E. Bates, his several promissory notes amounting in the aggregate to the sum of about Twenty one Hundred and Eighty Dollars (\$1800), to become due thereafter, as in said notes severally provided, and that to secure the payment of the same, he made, executed and delivered, his certain

chattel mortgage of even date with said notes whereby he conveyed a certain saw mill and fixtures and other personal property in said mortgage described, And also to further secure the payment of said notes this defendant on the 22nd day of April 1882, made, executed and delivered his certain deed of trust to convey all the property described in plaintiffs petition to James F. Hatten as trustee; That afterwards the said Pety E. Bates transferred said notes to the plaintiffs and that after said transfer of the said notes to these plaintiffs this defendant paid the same in full with all interest on them and all costs accruing in relation to them and the said mortgage and deed of trust to the full and complete satisfaction of these plaintiffs, which said payments were made as follows, to wit:

The sum of Seven Hundred and forty four Dollars paid in cash to these plaintiffs directly by this defendant; And Eleven Hundred Dollars paid to Pety E. Bates in property of the value of \$1100⁰⁰ at the instance and request of these plaintiffs which payment in property to Pety E. Bates was made in pursuance of an agreement

between this defendant and these plaintiffs
only made and entered into by them at
the time whereby it was agreed that these
plaintiffs would credit said notes and cancel
the same to the amount of said Eleven Hun-
dred dollars upon this defendant transferring
and delivering to the said Pity E. Bates the said
property which was agreed to be of the value
of \$11,000 and taken at that price, which
transfer and delivery to the said Pity E. Bates
was then and there made by this defendant, the
sole consideration moving him thereto being
the said agreement between this defendant
and these plaintiffs to the effect that he
should do so. And these plaintiffs thereafter
sold said mill and other property mortgaged
as aforesaid by virtue of the said Chattel
mortgage and out of said sale realized and
received the sum of three hundred and
seventy five dollars which they applied
to the payment of the balance then due
on said notes, and which paid them in
full together with the interest on the
same and all costs arising out of the
execution of said mortgage and matters
pertaining to it.

That said notes were so as aforesaid

paid and satisfied before any sale was made under, or by virtue of, the aforementioned deed of trust but that after said satisfaction of said notes and all interest and costs due thereon these plaintiffs did on the day of September 1884 unlawfully, wrongfully, fraudulently, wickedly and without right procure a pretended sale of the lands described in plaintiffs petition under and by virtue of their pretended right and power under the deed of trust aforesaid, after the notes which the same was given to secure had been so paid off and discharged by this defendant as aforesaid, and at the said pretended sale thereof these plaintiffs became the purchasers of said lands and took a deed therefor from said trustee and placed the same on record in the office of records of deeds for Wagon County Missouri, and which pretended sale defendant says operated as a fraud upon his rights and is a fraud in fact as well as in law, and which said deed operates as a cloud upon his title to said lands.

Wherefore this defendant asks that the plaintiff be allowed to take nothing by their action and that he have judgment for his costs in this behalf expended

and for any and all other relief he
is entitled to in the premises,

John H. Ramey
With whom is

C. D. Ganey and
J. N. Morrison,

Ne 15-

Levine McPherson &
William M. Blaine,
Petts,

vs
John J. MacKinnell
et al, Defendants.

32 answered as:
Dover,

To Levine McPherson
and Wm M. Blaine, the
above named Plaintiffs,
John notices that & once
file the within answered
verdict in the above en-
titled cause in the Cir-
cuit Court of Jefferson
County Missouri, on
or before Thursday
May 12th, 1888,

John J. MacKinnell
Defendant,
By J. A. Morrison
Attorney.

State of Mississippi, ss. In the Circuit Court,
Jefferson County, ss. January Term, 1888.

Lewis McShaden and William H.
Blaine, Plaintiffs,
against
John J. and Susanna Neackworth,
Defendants. Ejectment.

Plaintiff, for replication, to the third amended
separate answer of the defendant, John J. Neackworth,
denies that said Susanna Neackworth was, at the
commencement of this action, the owner of the land in
said amended answer described, or that she is now the
owner thereof, or of any part of the same. They deny
that said defendant in the manner alleged, or at all,
paid the several promissory notes by him described; They
deny that he paid the said several sums, by him set out,
or any sum whatever, upon the said several promissory notes,
to the parties named, at the instance and request of the
plaintiffs, or either of them, or that he made any pay-
= ments whatsoever upon said promissory notes, save
upon those which were by the plaintiff surrendered up
to him at the time; They deny that they entered into
the alleged agreement with defendant, or any agreement
whatsoever, whereby and under which defendant was to,
or did, turn over to said Pearly E. Bates, or any one
else, the property described, or any part thereof; They deny

that they were to give defendant the credits upon the said promissory notes by him alleged, or any credits, or any the like credits, and plaintiffs aver that if any such agreement, terms, stipulations, or modes of payment, or values existed, or made, or fixed, as by defendant alleged, ever existed, or were ever entered into between defendant, and said Perty E. Bates, or any one else, of which said several facts plaintiffs have no knowledge, or information, sufficient to form a belief, they, plaintiffs were total strangers thereto, had no interest therein, and received no consideration, good or valid, in that behalf, they deny that they received the said sum on account of the sale under said chattel mortgage, but aver the fact to be that, after the payment of the necessary expenses of said sale the sum of \$ ^{263⁰⁰} Dollars was realized, for which defendant was credited upon the said promissory notes.

Plaintiffs further replying say that they have no knowledge or information sufficient to form a belief as to whether said defendant Susanna Keackmuth ever had any ownership, interest in, or title to the land in said amended return described as belonging to her other than the interest she held therein as the wife of this defendant, her husband, which interest she has conveyed to plaintiffs by the said deed of trust; they deny that said asserted title to said premises is

or was a valid and subsisting, or any other kind of, title entitling, or adverse to plaintiffs right to the possession of the said premises.

Plaintiffs further replying aver that they became the owners of the said deed of trust and of the said several promissory notes described therein, in good faith, and for a full, complete and adequate consideration paid therefor, before their maturity, and without notice of any defect or imperfection, in the same, or in the said deed of trust given to secure their payment; that they acquired the title to the said premises at the sale made under the said deed of trust in good faith, paying therefor, a full, complete and adequate consideration therefor, without notice of any defect, imperfection, or adverse claim in, or to, said premises by either of the defendants; Plaintiffs further state that their title to the said premises emanate from these defendants and is one of general warranty, the said defendants conveying as husband and wife.

Plaintiffs further replying deny each and every allegation, error and fact stated in said separate answer, not herein admitted - and now hearing fully answered again by plaintiff as before.

Smith and Bryan, special atty
William N. Hall, Plffs atty.

No 574

different unit here with unit.

January Term, 1888.

McPherson - Alsina

S

Phosphorite + Pyrochlore

Repetition to the 3rd
element across of pro-
pounds, days

Filed Aug 12/1888

223. 1000

dec

State of Missouri } 35
Jefferson County }

In the Circuit Court January
term 1888

~~Now on this day come~~
M Spadden & Blain Plffs
vs

John J. Huckworth and Susanah
Huckworth Defendants

Now on this day come the
Plaintiffs and I file this Reply to
the separate answer filed herein
by Co defendant Susanah Huck-
worth, plaintiffs deny every al-
legation of new matter in said
separate answer herein.

Plaintiffs from their reply say
that said Susanah executed the
deed of land referred to in her
said answer and that she duly
acknowledged the same that the
officer who took said acknowl-
edgment, before the said Susanah signed
thereof, her separate deed from her husband and
said deed the said officer made her ac-
quainted with the contents thereof that
said officer duly certified to said acknowl-
edgment upon said deed which said
acknowledgment is in due form of law
and contains every recited necessary and
required by law to be stated. That on
or about the 22nd day of April 1882
defendant John J. Huckworth purchased
from one Picky E. Butts a large amount

of property for the price and sum of
two thousand and eighty dollars, then
for the payment thereof on that day
the said John J. Hewellworth entered
and delivered to said Bates his cer-
tain twenty one negotiable prom-
issory notes one for eighty dollars
payable one month after date twenty
for the sum of one hundred dollars
due and payable respectively in two
three four, five, six, seven, eight, nine, ten,
eleven, twelve, thirteen, fourteen, fifteen,
sixteen, seventeen, eighteen, nineteen,
twenty, and twenty one months after
date and each bearing interest from
date at the rate of five per centum from
this date. That after the execution of
said notes and before they were due
or payable the plaintiffs purchased
of said Bates said notes for a
full and valuable consideration whereby
said Bates assigned and delivered
said notes to the plaintiffs that to
secure the payment of said notes
the deed of trust mentioned by
Co defendant in said case in her said
answer that at the time of the pur-
chase assignment and delivery
of said notes as aforesaid. These
plaintiffs had no knowledge or
information of or concerning said
deed of trust including the acknowledgment

They are satisfied thereon by
the officers & kept what was shown
by said deed and acknowledgment
and upon the faith of credit of said
deed of trust as a security for
the payments of said notes these
plaintiffs purchased said notes
as aforesaid, and when said
notes became due a large
portion of them remained
unpaid and the plaintiffs used
a sale to be had under by virtue
of said deed of trust and these
plaintiffs purchased at such
sale the real estate in said
deed of trust described and re-
ceived the same therefrom from the
Trustee who made the sale under
and by virtue of the terms of said
deed of trust contained, and these
plaintiffs are now the owners
of said land and are entitled
to the possession thereof as they
claimed in their petition filed
herewith, and that at such sale they acquired
the title to said premises, in good faith, for a full
adequate and valuable consideration, without notice
of any adverse claim, or title, or interest, in the
said premises, or that any one else on the part of
the said defendant, or any one else, and now
truly believe, as well they judge as before.

Dwight & Byrnes, associated with William
H. Hall, attorneys for plaintiffs.

No 37.

Agreement Tent and -

January Term, 1888,

W. Spencer vs. H. S. S. S.

o

Heckman & Blackman

Refers to the money
due to Blackman,
dependent -

Filed Jan 12/1888

W. B. S. S.
Clerk

State of Missouri }
County of Jefferson }

In the Circuit Court,
January Term 1886,

Lewis M^cSpad and
and William H. Blain
Plaintiffs

vs
John J. Hackworth
and Susanah Hack-
worth, Defendant,

Civil action in
ejectment,

Now Comes the defendants
for the purposes of this motion only
in the above entitled Cause, and move
the Court to dismiss this Cause for the
following reasons, to wit:

- 1st Because this Court has no
jurisdiction over the subject matter
of this action, or of the action itself.
- 2nd, Because this Court has never acquired
jurisdiction over the persons ^{of these defendants} and subject
matter of this action.
- 3^d, Because the real estate whose title is
involved in this case is not situated in
any county in which the case is now, or
has been, pending.
- 4th Because the real estate involved is not
situated in the county in which this suit
was instituted.
- 5th Because ~~this plaintiffs~~ is a suit
now pending in the Circuit Court of Butler
County, ^{Missouri} which was instituted in Wayne
County, ^{Missouri} long prior to the commence-
ment of this action and duly ~~pleaded~~ to

said Butler County on charge of venue in which the ~~same~~ parties plaintiff in this case are the parties plaintiff against the same parties as defendants who are parties defendant in this case, and in which the same issues ~~are~~ ~~regard~~ to the same ~~subject~~ matter are involved.

J. A. Morrison and
J. H. Roney attorneys
for defendants.

Ms 54.

Leeds Mr Spaden x

Mr H. Blaine, Pth,

no.

John J. Macdonald et al,
Attendants,

"

Question to discuss

the case,

"

Filed January 12/1888

A. J. Weaver
Clerk

- 1 John Mc Mullin 1
- 2 V. Metz 2
- 3 D E Donnell 3
- 4 G M Schmoll 4
- 5 Frank Huck 5
- 6 John B Craft 6
- 7 R E Mockbee 7
- 8 ~~Lemuel Goran~~
- 9 Stephen Pounds 8
- 10 Joseph Tiefenbrun 9
- 11 Jas. A Ackley 10
- 12 James Crossman 11
- 13 William Stass 12
- 14 John Downer
- 15 ~~G E Marsden~~
- 16 W. H. Ogles
- 17 ~~Maria Ogles~~
- 18 J. Bradford

MacShurtz & Blaine
220

Wickworth & Co

Done

Filed January 12/1888

McShadden & Blaine

^{vs}
Hockworth & Hockworth

The Court instructs you, gentlemen of the jury as follows.

Here are two issues made by the pleadings in this case which you are to determine.

1. Were notes mentioned in the deed of trust paid off by John J. Hockworth prior to the sale of the property in controversy under said deed of trust to plaintiffs?

2. Did the Notary public make Co-Defendant Susannah Hockworth acquainted with the contents of the deed of trust read in evidence at the time

of or prior to her signing it and did he
at the time she signed the said deed
of trust ask her if she executed the same
freely, voluntarily and without undue
or compulsion influence on the part of her husband
and if he did not make her acquainted
with the contents of said deed
of trust and did not ask her if
she executed it freely, voluntarily
and without ^{fear} undue influence
or compulsion on the part
of her husband, did plaintiffs
have notice of these facts at the
time they bought the property at the
trustee's sale?

And on these issues you must
make separate findings and so

return in your verdict.

As to the first issue the Court instructs you that if you believe and find from the evidence in the case that defendant John J. Hackworth sold property to one George Botter for enough to pay said notes or the balance thereof at that time and that plaintiffs then held said notes as assignees of said Botter and that plaintiffs agreed to take said Botter as their debtor instead of said Hackworth and that said Botter agreed with said Hackworth and plaintiffs to pay the amount he owed said Hackworth for the purchase of property

from said ^{to said plaintiff} Blackworth, and that by this
arrangement plaintiffs agreed to take
the debt said Bots owed said Black-
worth in payment of the notes they
held which were secured by said
 deed of trust and to release said
Blackworth from the payment
thereof then you will find the first
issue for the defendants. If on
the other hand however you believe
and find from the evidence in
the cause that plaintiffs did not
agree to take the debt of Bots to
Blackworth in payment of said notes
or that they simply agreed to credit
whatever amount Bots might
pay them thereon, on the said notes

then you will find the first issue for
the plaintiffs. The burden of proving
that these notes ~~were~~ paid is on
defendants, and this they are required
to show by the great weight of evidence.
As to the second issue you will
simply return your findings thereon.
The certificate of the notary public
attached to said deed of trust is
to be taken by you as prima facie
true and before it can be overturned
defendants are required to show by
the great weight of evidence that
it is untrue.

~~And~~ If you find the first issue for
the plaintiffs you will return in

you need not the damages they have
sustained by reason of defendants
withholding the possession thereof
from plaintiffs from the date
of the sale under said deed of
trust till now or all or the value
of the monthly rents of said premises.

McPherson & Blaine

20

Blackwell et al

Productions

Filed January 13/1888
A. D. Weaver
Clerk

McGadden & Blair
vs
Hackworth & Hackworth }

In the above case we find the
issues for the defendant on the first
issue.

G. H. Schmall
foreman

Mr Spaulding Blaine

as

John J. Macdonald

Verdict

Filed Jan 13 1888

A. B. Deary
Clerk

Lewis McSpaden and
William H. Blain, Plaintiffs
against
John J. Hackworth and
Susanah Hackworth, Defendants
Exemption.

Now on this, 3rd day of January
1888 come the parties by their attorneys, and
thereupon come a jury, to-wit: (Here clerk
will set out the names of all the jurors)
twelve good and lawful men of the body of
the County who being chosen, tried and sworn
upon their oaths do say "In the above
case we find the issues for the defend-
ants on the first ~~and~~ issue."

~~Geo. M. Schmitt~~

~~Forman~~

It is therefore considered and adjudged by
the Court that the plaintiffs take nothing
by their writ and that the defendants go
thereof without stay, and recover of the
plaintiffs their costs and charges in
this behalf expended and have thereof
execution.

State of Missouri, } p. In the Circuit Court,
Jefferson County, } January Term, 1888.

Lewis McShaden and William
H. Blaine, Plaintiffs, }
against } Civil action in
John F. Hackmuth and Susannah }
Hackmuth, Defendants, } District.

Now come the plaintiffs and move the court to
grant them a new trial and as grounds therefor,
they state,

That the court erred in excluding competent and
legal evidence offered by the plaintiffs and
admitting incompetent, irrelevant and illegal evidence
offered by the defendants,

That the court erred in giving to the jury on
its own motion and at the instance of the
defendants illegal and improper instructions,

That the instructions given by the court misled
the jury, were confusing and did not declare
the law upon the facts; and all the evidence
heard by the jury;

That the verdict of the jury is against the
law, the instructions of the court, against the
evidence and the weight of the evidence;

That the verdict of the jury is not responsive
to the issues, is not supported by the pleadings
and the evidence offered relating thereto;

That the court erred in instructing the jury
that a promise to pay the debt of another,
and an agreement to accept one debtor for
another, not made in writing, and not based
upon a good or a valid consideration, was valid

and knowing;

That the court erred in allowing defendants to impeach said deed with this title, as the plaintiffs grantors -

That the court erred in instructing the jury that if plaintiffs knew at the time of their acquiring title at the public sale of the premises in controversy of the alleged defects of title they were answerable therefor, without advising that such knowledge must have been acquired prior to their becoming the owners of the said several lots of land of trust, such ownership existing before the maturity of the debts secured by said deed -

Dinning and Byrnes, associated with
William H. Baker, attorneys for the
plaintiffs -

No 54

Defterson and Virgil - end,

January Term, 1888.

McPherson + Reine,

vs

Kochburn + Kochburn

Plaintiff for a new trial -

Filed January 18/1888

W B Sawyer
Clerk

Record Entries

1888	228, 230, 234, 235, 299, 301, 302, 303, 304, 305-	
July 12	Deft files 3rd Amend ans - Plffs file Replication 228	
	Plffs file replication to Ans of Susannah Hackworth 228	
	July Sworn - cont -	230
July 13	Verd. Judgt - No new trial 234	
	Mov for new trial sustained 235	
May 14	July - Cont 299	
" 15	Deft file motion to suppress deposition 301	
	Plffs file motion for judgment against Susannah Hackworth 301	
	Motion " " " " overruled 302	
	Motion to suppress depositions overruled 303	
	Motion to elect - 303	
	Order of Ct that Ans of Susannah Hackworth be withdrawn &c 303	
	Verd. Judgt 304	
	Deft files Motion for new trial 305	
	Motion overruled - Affd for appeal	
	Appeal Granted - Scam to file bond -	
	Scam to file bond - Bond fixed	

McSpaul & Blewett

15

Account

Permit to take

Filed June 28/1895
at 1036
C. H. C.

SUBPOENA.--CIRCUIT COURT.

STATE OF MISSOURI, COUNTY OF

Jefferson

} ss.

No. *6*

THE STATE OF MISSOURI, To

*William H. Gorman**Annual, A. Bates & George Bates, Deacons**Blaine*

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 *Stillsboro*

, within and for said County, on

Monday

the

14th

day of

May

A. D. 18*88*, then and there

to testify and the truth to speak, in a certain matter of controversy now pending in our said Court,

wherein

Mc Shaden & Blaine

are

Plaintiffs,

and

Stearns & Stearns

are

Defendants,

on the part of said

Plaintiffs

, 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

Stillsboro

in said County, this

3rd

day of

May

A. D. 188*8*

By

Deputy Clerk.

W. B. Healey

Clerk.

SUBPENA.

No. 6

CIRCUIT COURT

Of Jefferson Co., Mo.,

Term, 1888

McSpade vs Blaine

John J. Hackworth

PLAINTIFFS' }
DEFENDANTS' }

WITNESSES.

Day of Trial

May 14th

Filed May 14/1888

J. B. Vealey
clerk

RETURN.

I hereby certify that I served the within Writ in the County of Wagner
 and State of Missouri, on the 8th day of May, 1888, by
Reeling H. Davis to and in the hearing and presence of the
within named defendant Hackworth Jennet & Betty Veal
George Bates

Fee, \$ 1.50
 I do solemnly swear that I am within the hearing and presence of the
 within named defendant Charles Adams
Wiley Davis Sheriff
 by J. B. Vealey Deputy.