

The Republic of Texas } District Court - Spring Term 1846
Montgomery County } To His Honor the Judge of said Court.

Your Petitioners, John W Devereux & Julian S Devereux by their Atto. N Hart Davis) complain unto your Honor of Alfred M. Devereux of said County is For that whereas, heretofore to wit, on the 30th day of September A.D. 1841, at The State of Alabama, Macon County, to wit in the County of Montgomery aforesaid, in consideration, that the said Plaintiffs at the special instance & request of the said Defendant, had retained & employed the said Defendant, to convey, for them (said Plffs) a large amount of property, to wit, Thirty one negro slaves; Three waggons, 84 mules, one horse & one mare, from said County of Macon, in said State of Alabama, to the Court House of Gasper County, in the Republic of Texas, and delivered the said property to the said Defendant at his request; he the said Defendant, undertook & promised the said Plaintiffs to convey said property for them, to the Court House of Gasper County, in the Republic of Texas (unavoidable accidents excepted) and to deliver the same to said Plaintiffs, or either one of them, or their order or orders, or legal Representatives; and whereas also, on the day & year first, ^{aforesaid} at the place first aforesaid, they, the said Plaintiffs at the request of the said Defendant, advanced & delivered to him, said Defendant, Five Hundred Dollars, for the purpose of defraying expenses on the road, and for procuring provisions after the arrival of said negroes at the place of their destination in the Republic of Texas, and the said Defendant, at his request received of & from the said Plaintiffs, the said Five hundred Dollars, for the said purpose. and he said Defendant undertook & then & there promised the said Plaintiffs to lay out & expend the said Five Hundred Dollars in defraying expenses on the road, & procuring provisions, after the arrival of said negroes at the place of their final destination in the Republic of Texas; yet the said Defendant not regarding his said last mentioned promise & undertaking, but continuing, & intending to receive & defraud the said Plaintiffs in this behalf did not, nor has he ever,

Lay out & expend the said five hundred dollars on
any part ^{thereof} in defraying expenses on the road and pro-
viding provisions after the arrival of said negroes at the
place of their destination in the Republic of Texas or for
either of said purposes - and the said Pet^rs further aver that
~~that~~ the said defendant heretofore to wit on the first day
of March A D 1844 at to wit in the County of Montgomery
aforesaid converted the said five hun-
dred dollars to his own use and has neglected and
refused to still doth ~~refuse~~ & refuse to pay the same
or any part thereof to the said Plaintiffs or either of
them (though after requested so to do) to their dam-
age one thousand dollars -

2 And whereas also heretofore to wit, on the 30th day of September
A D 1841, at Mason County, Alabama, to wit, in the County of Montgomery
aforesaid, in consideration that the said Plaintiffs at the like
special instance & request of the said Defendant, would advance &
deliver to the said Defendant the further sum of five hundred dollars
he the said Defendant, undertook, and then & there faithfully promised
the said Plaintiffs, to lay out & expend the same in defraying the
expenses of other thirty one negro slaves, & other waggons, mules,
horses & man of the said Plaintiffs, on the road from Mason County,
in the State of Alabama, one of the U.S. of the North, to the Court house
of Jasper County in the Republic of Texas, and in procuring provisions for
said negroes after their arrival at the latter place; (as will more
fully appear by reference to the Defendant's agreement in writing,
copied on the back of this Petition, which they pray may be referred to,
when necessary & taken as part of this Petition) and although the
said Plaintiffs, confiding in the said promise & undertaking of the said
Defendant, did, afterwards, to wit, on the 30th of September A D 1841, at
aforesaid, to wit, in the County of Montgomery aforesaid, advance &
deliver the said last mentioned sum of five hundred Dollars to
the said Defendant, for the purposes aforesaid, and although the
said Plaintiffs on & aforesaid, at & aforesaid, requested the said Def^t
to lay out & expend the said last mentioned five hundred dollars

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for the purpose aforesaid. yet the said Defendant disregarding he did not do so, and hath wholly failed so to do: and hath ever since & still doth neglect & refuse to account to & with said Plaintiffs or either of them, for the said last mentioned sum of Five hundred Dollars or any part thereof (though often requested so to do) To the further damage of the said Plaintiffs one thousand Dollars -

3. And whereas also the said Defendant, on the first day of March AD 1844, at the County of Montgomery aforesaid, was indebted to the Plaintiffs, in the further sum of Five Hundred Dollars, for money, before that time, received by the Defendant, for the use of the Plaintiffs - 4 And in the further sum of Five hundred dollars for Money, then & there had & received by the Defendant, for the use of the Plaintiffs -

5. And in the further sum of \$500.00 for money lent by the Plaintiffs to the Defendant at his request -

6. And in the further sum of \$200.00 for interest due from the said Defendant, to the Plaintiffs, for money lent by the Plaintiffs to the Defendant, at his request, and for having forbore & given time for the payment of the same money, & other money due from the Defendant to the Plaintiffs, and at his request -

And thereupon the Defendant, afterwards on he in consideration of the premises respectively, then & there promised to pay the said several monies respectively (in the last four counts mentioned) to the Plaintiffs on request - Yet he hath disregarded his said promises, and hath not paid any of the said monies or any part thereof, to the Plaintiffs, damage one thousand Dollars, and thereupon they bring suit &c - and pray judgment &c against said Defendant, for their damages & costs of suit &c and such further & other relief as may seem meet; and pray process of citation against said Defendant; and as in duty will ever pray &c And Plffs further pray that said Def^t be required to answer upon oath (at the next term of your Hon Court or on the trial of this Cause) such questions as may be legally purpounded to him by said Plaintiffs -

Montgomery -
June 5th 1846 }

N^y Robert Davis
Atto for Plff

The State of Alabama } Received from John W Devereux and Guliam
 Macon County } S. Devereux in said County & State. Thirty
 one negro slaves of the following names & descriptions To wit
 three men Henry, Anderson and Jesse. Eight women Tabby
 Mary, Amy, Polly, Flora, Cynthia, Maria and Katy. Five girls,
 Louisa, Drane, Matilda, Eliza and Peninah; three boys, Daniel,
 Linous and Randal, Eight boy children, Amos, Walton, Glan,
 Anthony, Charles, Cyrus, Collin, and Tom; and four girl children,
 Little Tabby, Gane, Lucy and Mahala. Also three waggons - "to wit" one
 six-horse road waggon, one two-horse waggon, and a one horse ferry
 waggon; Also six mules and one Sorrel horse, and one Sorrel
 mare, which I have undertaken to convey for them, to the Court House
 of Gasper County, in the Republic of Texas (unavoidable accidents excepted)
 I have also Received from the said J W Devereux, and Guliam S Devereux
 the sum of Five Hundred Dollars for the purpose of defraying expen-
 ses on the road, and for procuring provisions after the arrival of said
 negroes at the place of their destination in the Republic of Texas.
 and I engage to deliver said negroes and other property to the said J W Devereux,
 and Guliam S Devereux, or either one of them, or their order or orders or legal
 Representatives - Given from under my hand, this 30th day of
 September A D 1841

Signed in presence of
 Homer L Holcomb, } Alfred W Devereux
 The above is a copy of the Dependant's
 agreement in writing referred to in
 the second Court of the within Petition - and which
 Plffs will use as evidence on the trial of this cause -
 Given 5th 1846 - Davis for Plffs -

1280
 15
 6400
 280
 192
 130
 30
 292

12
 545
 Petition
 John W Devereux &
 Guliam S Devereux
 vs) Assumpsit
 Alfred W Devereux
 District Court - M.C.
 Spring Term 1846
 Felid Gannon 6th
 1846 Lem G. Clepper
 Clerk S.D.M.C.
 Issued Writ and Certificate
 Copy of petition
 January 9th 1846
 Lem G. Clepper
 Clerk D.C.M.C.
 Delivered to Sheriff S.S.
 Shippwood Jan 9th 1846
 Lem G. Clepper
 S.D.M.C.
 1570
 Davis Atto