

Jefferson County Circuit Court
Case Files - Civil
May 1874, ND. 5

Cadwalader, Charles
Fritter, William

vs

O'Fallon, John

Contract

Involved lease of 150 acres near
Sulphur Springs; \$100 damages

Box

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Charles Cadwallader &
 William Fritter Plaintiffs
 vs
 John O. Fallon Defendant

State of Missouri, County
 of Jefferson, In the Circuit
 Court. May Term 1874

Plaintiffs state that on or about the month of February 1873. They entered into a parol agreement with the defendant as follows. The said defendant agreed to, and did lease to the plaintiffs about one hundred acres of land a part of the "Ofallon Farm" near Sulphur Springs in Jefferson County Missouri for the term of three years at the stipulated rents per year of one third of the crops raised on the premises - that, of this piece of land so rented as aforesaid, there was about ten acres unbroken and unfit for cultivation, which the said defendant then and there agreed and promised he would at once break up and prepare for cultivation but which he has utterly failed and refuses to do so that said plaintiffs are deprived of the use of said ten acres to their damage in the sum of one hundred and fifty dollars - for which they ask judgment -

Plaintiffs further state that shortly after the making of the above agreement, the said defendant proposed to lease to them another part of said tract of about fifty acres more or less which he desired to have sowed in oats, but the plaintiffs refused

to leave this latter piece unless the said defendant would agree to let them also sow the said ground in wheat in the there next ensuing fall, to this proposition the said defendant then and there agreed and there and there entered into a contract with the plaintiff to and did lease to them the said fifty acres more or less for the purpose of sowing oats in the spring and wheat in the fall, with the usual pasturage of the stubble fields after the crops were taken off according to the Customs of the Country in such cases -

✓ Plaintiffs further state that at the same time the
✓ said defendant also agreed to furnish to the said Co-plaintiff leadwallah a suitable dwelling house and kitchen convenient to the said premises - In consideration of said lease as aforesaid the said plaintiff agreed to pay one third of the said crop of oats and wheat raised on the premises -

✓ Plaintiffs state that they in pursuance of said agreements and stipulations they went upon the premises and sowed oats thereon and gathered the same and paid the rents as agreed upon, But the plaintiffs aver that said defendant utterly refused to allow the plaintiffs to pasture the said stubble field, or to sow wheat thereon in the fall, but took possession of the same and

rented it to one Hall who sowed the same
in wheat in the fall of said year, whereby
✓ plaintiffs say they are damaged in the sum
of three hundred dollars for which they
ask judgment. And plaintiffs further aver
and state that said defendant utterly refused
to build ~~and~~ ^{or} furnish the said house and
kitchen for the use of Co-plaintiff Cadwallader
✓ whereby the said plaintiffs have sustained damage
in the sum of One hundred dollars for
which they ask judgment -

P. Piffie atty
for the Plaintiff

Jefferson Circuit Court
May Term 1874

Charles Leavelleman
William L. Tuttle
14
John O'Fallon

Plaintiff in Contract

The Clerk will
give money

P. R. R. R.
for paper

Filed Jan'y 17 1874
W. S. Boyce Clerk

Cap't. 60 cas 50	1.10
Milk & cap 1.10, doc 1	1.35
Piles 10 cas 20, cont 35	58-
Indy 50, J. B. 12	60
Cash 20, Lat 25	45-
	<u>4.05-</u>
Prop. 100	1.00
	<u>5.05-</u>

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

The State of Missouri,

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

We command you, that you summon *John A. Fallon*

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

Charles Cadwallader and William Fitter

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

Witness, W. S. BOYCE, Clerk of our said Circuit Court, with the seal thereof hereunto affixed, at office in Hillsboro this *19th* day of *February* A. D. 18*74*

W. S. Boyce Clerk Circuit Court.

By *W. Chas. Horine* Deputy.

I Executed the within at the county of Jefferson
Mo. on the within named Defendant John
O Fallon by Delivering him a true copy
of the writ and Petition as furnished me
by the clerk of said court on the 2nd day
of April 1874

J. B. Mop
Sheff

5 3872

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

May 24th 1874.

May TERM, 1874.

Radwallader & Miller

vs

John O Fallon

(original)

Sheff pay 100
Served 2 1874

Sub 19

Charles Cadwalader
and William French

Plaintiffs

John O'Fallon Defendant

In the Superior Circuit Court.

Now comes said Defendant and for answer to the first Count of Plaintiffs petition state that he admits that he leased to Plaintiffs about 90 acres of the land described in said first Count but the leasing was by parole and was therefore void after the expiration of the first year by the operation of the Statute of frauds but Defendant denies that he agreed to clear the ten acres of land described in said first Count ~~or~~ ^{or} ~~purpose~~ it for cultivation. Hence Plaintiffs has no right to said ten acres either under any pretended parole contract or otherwise and are not entitled to judgment in the sum of one hundred and fifty dollars or any other sum.

Defendant for answer to the second Count in said petition states that he denies that he leased the fifty acres of land described

in said second Count ^{to Plaintiff} ~~for more than~~
~~one year or that any contract for the~~
~~leasing of the same for a longer~~
~~period than one year without a writing~~
~~attesting the contract and which~~
~~written contract defendant denies~~
He denies that he agreed to let Plaintiffs
have said fifty acres to sow wheat
in the fall or that they refused
to take said land without such prom-
ise on his part. He admits he
took possession of said land because
he had a right to it. He denies that
he agreed to furnish to Charles Cod-
wolden one of said Plaintiffs a suit-
able dwelling house and kitchen.
He denies that Plaintiffs have sustained
damages in the sum of \$200 or any
other sum for refusing to let them
have the said fifty acres. He
says he did furnish said Codwold-
en a suitable dwelling house
and kitchen convenient to said
90 acres. Therefore he denies
that Plaintiffs have sustained
damages in the sum of one hundred
dollars or any other sum for not
furnishing said house & kitchen.

John B. Howell & Co
Attys for Defendant.

Chas. Caldwell Carter,

Ex als.

vs

John O'Halloran

Filed Aug. 13th 1874

W. D. Boyce

clerk