

Jefferson County Circuit Court
Case Files - Civil
September 1874

Box

33

Folder 25

Reed, Silas

vs

Hampton, J. J.

Debt, note

Debt \$200 for rent of plaintiff's
"home place"; depositions; correspondence
from Boston, Massachusetts, and
Cheyenne, Wyoming.

\$200 + Due Dr. Silas Reed two
hundred dollars, it being balance
due him in full for rent by me
for his home place in Jefferson
Co. Mo.

Sulphur Springs Mo J. L. Lamphear
Apr 22, 1872

J. Leamington's

Pay to \$200.00

Apr 22^d 1872

Pay to the order
of John L. Thomas
& Bro. - Willsboro, Mo

Silas Reed

Plaintiff } Action on Note
as
J. J. Lampton Deft }
In the Jefferson Circuit
Court. Sept. Term 1874.

Plaintiff state that Defd-
ant by his ~~promissory note~~ ^{due bill} herewith
filed dated April 27 1872 acknowl-
edged to owe Plaintiff the sum
of two hundred dollars which and
the interest thereon are yet
due Plaintiff and for which he
asks judgment.

John R. Thomas & Co
Atty for Plaintiff

Silas Reed

²
J. J. Lampton

Action on Our
Bill.

Filed Aug. 26th 1874
W. S. Boyce
Clerk

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

J. J. Sampson

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 *September* next, then and there to answer unto

John Reel

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

Witness, W. S. BOYCE, Clerk of our said

Circuit Court, with the seal thereof hereunto

affixed, at office in Hillsboro this *26th*

day of *August* A. D. 18*74*

W. S. Boyce

Clerk Circuit Court.

By

Chas. H. Starnes

Deputy.

State of Missouri
County of Jefferson

I Executed the within writ on
the within named Defendant
J. J. Lampton by Delivering him a
true copy of the writ and Petition
as furnished me by the Clerk of
Said Court on the 29 day of
Aug 1874

J. B. Mose Sheriff

392228

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

Sept. TERM, 1874.

Silas Reed

vs

J. J. Lampton

cash of cash
at Jamp. \$1.00 pd by
Lampton

original

Sheriff per 100

Silas Reed
Plaintiff
vs
J. J. Lampton
Defendant

Now comes the defendant,
and for his answer to plaintiff's
petition herein, admits that
he executed the due bill sued
upon by plaintiff, and delivered
the same to plaintiff, but
defendant denies that the sum
of Two Hundred Dollars and
the interest thereon, or any other
sum whatever, is due plaintiff
from defendant, as set forth
in said petition.

And Defendant for his further
answer states that, at the
time he so executed and deliv-
ered said due bill, he was un-
der the impression that he was
then still indebted to plaintiff
for a balance of rent of Two
Hundred Dollars, which

impression of defendant was a mistake and error of memory, caused by neglect of due care and reflection;

That at said time, defendant had then already paid to plaintiff the full amount of all debts due to him from defendant, and that said due bill was so delivered to plaintiff by mistake and without any consideration ever having been received by defendant from plaintiff or any other person therefor, or at any time since said delivery.

Wherefore defendant states that judgment should not be rendered against him, and asks to be discharged.

J. J. Lampton
Defendant

By Edw Branch Cowan
His Attorney

Silas Reed

vs

J. J. Lampton,

Answer,

Filed Sept. 16 1874

W. S. Boyce

Clk

State of Missouri }
County of St Louis } ss

The undersigned affiant
James J. Lampton, hereby
makes ~~oath~~ and affidavit
and says upon oath, that
he is now a resident of
St Louis County, State of
Missouri; that he is
defendant in the case
of Silas Reed vs J. J.
Lampton in the Circuit
Court of Jefferson County
State of Missouri, January
Term A D. 1875;

that he is the principal
and important witness
in his defence of said case,
that his affiant's testimony
is vitally material in the
defence of said case, and
that affiant and defendant
has no other witness known
to him by which ^{the} material
facts in the defence of said
case, can be proved, which facts
are that the Due bill given
by defendant to plaintiff, and

sued upon in this case of
Reed vs Lampton aforesaid,
was given without ^{any} consider-
ation therefor being given in
return by plaintiff Reed.

That affiant, defendant
in said case, is now sick
and unable to leave home
to go to Hillsboro Missou-
ri, to be present on the trial
of said case, and that he
affiant, has every reason to
believe that if a continuance
to May term, ¹⁸⁷⁵ of said Honorable
Court, be granted to him
in said case, he will then
be able to attend at the
trial of said case, and
that he will make every
effort to be then present;

That affiant and defendant
does not make this affi-
davit to obtain a continu-
ance in said case, for
the purpose of vexing,
delaying, or hindering

plaintiff Reed, in obtaining his just rights,
But ^{because} affiant is truly unable
to attend the January term
of said Honorable Court
to testify in said case;

And affiant further states
that he has never heretofore
asked or obtained any
continuance in said case.

And affiant further states
that it was his full intention
and expectation to go
to Hillsboro, Missouri, to
testify in said case in his
own behalf, up to the
Seventh day of January A.D. 1875
at which time he found himself
physically unable to
leave home safely on account
of his own sickness and that
of his (Signed) wife who was seriously
attacked (Yesterday the 13th of Jan)
with an exhausting fever and whom
-were he sufficiently recovered himself
it would not be prudent to leave

J. L. Lambton

Subscribed and sworn to
before me this 14th day of
January A.D. 1875 by James
J. Lampton in the City of
St. Louis. State of Missouri
Louis Haly.

Notary Public.

St. Louis County Mo
Witness my hand and my notarial seal
at office in city of St. Louis the day and
year last above written.

Louis Haly
Notary Public
St. Louis County Mo

Reed

vs
Lampton

Draft Affidavit

Filed January 16th 1875
C. H. H. H. H. H.
H. H. H.

650.00
30.00
620.00

Silas Reed

vs
J. J. Lampton

State of Missouri
County of Jefferson
Circuit Court of Jefferson County.
January Term 1878

J. J. Lampton being
duly sworn says: That he is defendant in
the above entitled cause, that he is now
a resident of the city and County of St. Louis
State of Missouri, that his evidence is
material in said cause, that no other
person is known to this affiant whose
testimony could have been procured
in time upon which he could safely rely
to prove the particular facts which
he will testify, that he cannot safely
go to trial without his testimony in said
cause. Affiant further says that he
is now sick and unable to attend said
trial, that he is now suffering from neural
gia of the stomach and hemorrhage of the
bowels which renders it impossible for
him to travel or attend to his business
affairs. Affiant further says that this
application is not made for delay the
purpose of delay but in sincerity
and truth for the causes above
set forth.

J. J. Lampton

State of Missouri }
County of St. Louis } ss

J. J. Hampton of lawful
age being duly sworn on his
oath states that the facts set
forth in the statement are
true according to his
best knowledge & belief

J. J. Hampton

Subscribed and
sworn to before
me this 19th day
of January 1875
of W. F. Rogers
Notary Public
St. Louis County



Silas Reed
J. J. Hampton

Filed Jan 20 1875
O. H. H. H. H. H.
O. H. H. H. H. H.

NOTICE TO TAKE DEPOSITIONS.

Silas Reed

In the Circuit

Plaintiff

...Court for

AGAINST

J. J. Lampton

the County of Jefferson

State of Missouri.

January Term 1873-

Defendant

J. J. Lampton or Edward Branch

TO THE ABOVE NAMED

Lawson's atty of Record. You are hereby notified, that depositions of witnesses to be

read in evidence in the above entitled cause, on the part of the Plaintiff will be taken at the

Office of Sanborn & King, No 473 Pennsylvania Avenue Washington City District of Columbia

in the County of _____ and State of Missouri, on the 11th day of ~~January~~ January

A. D. 1873, between the hours of eight o'clock in the forenoon and six o'clock in the after-

noon 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, till completed.

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

December 10th

1874

John L. Thomas Atty for Plaintiff

I do solemnly swear that I deliver a copy
of the within notice to E. B. Cowen at
Kinninsiret, Jefferson Co. Mo. on the
11th day of December 1874.

sworn to & subscribed before } Merrill Dipkin
me Dec, 12th 1874

Philip Dipkin
Notary Public

Copy

County of Jefferson ss.

The State of Mississip^{notary Public} to any Judge, Justice
of the peace, or other judicial officer of the
~~State of Mississippi~~ District of Columbia, Greeting:

Know Ye, that we, in confidence of your prudence
and fidelity, do by these presents authorize you to
cause to come before you, to be examined as
witnesses in a cause depending in our circuit
court of Jefferson County, in the State of Mississippi,
wherein Silas Reed is plaintiff and J. Hampton
defendant, all and every such person, and
at such time and place as shall be named
to you for that purpose by the said Silas
Reed, his attorney or agent, And we com-
mand you to examine all and every such
person upon his oath or solemn affirmation,
first made or taken before you, to testify
the whole truth touching his knowledge
of anything relating to the said matter,
in controversy between the said parties,
and that you do take his examination
and reduce the same to writing, when
you shall have taken his examination,
you are to cause the witness to sign the
same, and to that and each examination,
at the foot thereof, you are to append your
certificate, setting forth the facts that
the examination was subscribed and
sworn to, or affirmed, by the witness,

and the day, as well as between what hours of the day, on which it was done, and, also, the place of residence of the witness, (if known to you). Should any paper or exhibit be produced or proven, or be referred to by the witness, you are to describe the same in his examination, or cause it to be so marked by him as to establish its identity, and to attach the same to his examination.

The examination thus taken, you will cause to be accompanied by a certificate of your official character ~~may be made~~ attested by the seal of state; or, should it be more convenient, such authentication and proof of your official character may be made by the certificate and seal of the clerk of any court of record of any County of the State, district or Territory, in which you reside, stating also, in addition to the facts of his being clerk, and that the court is one of record, that, at the time when the depositions were taken, you were an acting ^{Notary Public} Judge, justice of the peace or other judicial officer and duly commissioned as such, and you will return the same, and all exhibits produced to you, annexed thereto, carefully closed up under your seal, directed to the clerk of the Circuit Court of Hillsboro in and for the County of Jefferson Missouri, with the names of the parties litigant indorsed thereon, with all convenient speed.

Witness W. S. Bryce Clerk of said
Circuit Court with the seal thereof
hereunto affixed at office in
Hillsboro this Fourteenth day
of December AD 1874.

W. S. Bryce clerk
By C. Ho. Haine Depy

Deposition of Silas Reed. taken, in pursuance of
the annexed notice and Commission, by me Chas. Con-
Callan, a Notary Public, in and for the District of Columbia
at the Office of Sanborn & King No 475 Pennsylvania Avenue
Washington City. D.C., on the 11th day of January A.D. 1875
between the hours of eight o'clock in the forenoon and six
o'clock in the afternoon of that day, to be read as evidence
on behalf of the Plaintiff in a certain suit now pending
and undetermined in the Circuit Court for the County of
Jefferson. State of Missouri. wherein Silas Reed is
Plaintiff and J. J. Lampton is Defendant.

Silas Reed a witness of lawful age
being first duly sworn according to law
deposeth and saith as follows.

My name is Silas Reed. I am a resident
of Cheyenne, in Wyoming Territory, and am by
profession the U. S. Surveyor General of said
Territory. and am ~~in~~ the Plaintiff in said
Cause.

I made and delivered a written lease
for the premises in question unto the
Defendant at Sulphur Springs. Jef-
ferson County, Missouri, dated on or about
the 2nd day of November A.D. 1869, for a term
of two years, at an annual rental of four
hundred dollars, payable quarterly
in advance, Said lease is now in the

possession of my Attorney, John L Thomas, at Hillsboro, Missouri. My recollection is that at one time said Lampton paid \$200⁰⁰ in advance, instead of \$100⁰⁰, and that we deducted interest at the rate of ten per cent, for the extra \$100⁰⁰, paid three months before the time required by my lease.

I have resided at Cheyenne W. T., since May 1870, and it has been my practice to come to Missouri in Nov^r or December or January of every year since 1870.

Mr. Lampton was very dilatory in paying rent for the second year of his Lease (1870-71) and did not pay until some time after the entire first six months of the second year became due. To obtain this \$200⁰⁰ thus overdue I went to Neephus Springs in person, and served written notice on him that I would declare the lease forfeited, if he did not pay, or arrange to pay up very soon - and he soon paid up for the first half of the second year set forth in the Lease. I then called upon him (the Defendant) prior to January 15th 1872. To pay the last \$200⁰⁰ on the Lease, which had been due, \$100⁰⁰

since 1st of May 1871 and \$100⁰⁰ since 1st of August 1871. I was then on my way East. He could not pay me, but thought he could in the Spring of 1872. On my way back to Wyoming in April 1872, I called again on him at Sulphur Springs, for the \$200⁰⁰ rent due me, the 1st of November 1871. He could not pay then, but promised again to pay soon. He then wrote out and signed a note, for the \$200⁰⁰, due Nov 1st 1871, which I took and gave him a receipt therefor. This note is dated and was given to me on 22^d day of April 1872, for \$200⁰⁰, and is now in possession of my attorney - John C. Thomas. Said J. C. Lampton continued his occupation of my house and premises at Sulphur Springs for three years, after expiration of his lease, and has never paid me a dollar of rent therefor. I tried to gain possession of my premises last March, but Lampton refused to give them up, and did not give them up until 1st of November A.D. 1874, nor pay me a dollar of rent, though I notified him about 1st of April, last, that I would charge him \$50⁰⁰ monthly

rental after that date. In the Fall of 1872 I wrote to him from Wyoming requesting that he prepare to pay this \$200⁰⁰ note on my arrival there in Nov^r or Dec^r, for I needed it to pay taxes. He answered my letter on the 18th of Nov^r 1872, by saying he was not able to pay the note then and that I did not need it, for the United States had or were soon to pay me \$20,000⁰⁰ for property in St Louis.

But neither Lampton nor the U.S. Government have paid me a dollar of these claims since, up to this date.

Said letter is now in the possession of my Attorney in this case, John L. Thomas Esq^r.

In the Fall of 1873 before I left Wyoming for St Louis, I wrote again to said Lampton to know if he would pay his \$200⁰⁰ note of April 1872, on my arrival there.

His answer of Nov^r 12th 1872, is in the hands of said John L. Thomas, and states that he was not able to pay it immediately, but would do so as soon as possible. He did not in either of these letters intimate

to me that he would be so unjust as to repudiate the payment of the said note. Said J. J. Lampton has paid me only \$500⁰⁰ rental on my two years lease to him, which was the sum due prior to May 1st 1871. The rent from May 1st to November 1st 1871 under my written lease, has never been paid.

The note for \$200⁰⁰, now sued on, was given on 22^d April 1872. for the \$200⁰⁰ rent due me by him on the 1st Nov. 1871. I trusted him to write the note and my receipt therefor, and if it does not set forth the note, as being for rent, or if it calls for \$200⁰⁰ ^{money} paid to me, it is a fraud and wholly untrue.

Said Lampton holds no receipts from me or from my agent Mr. W. A. Wolf except for the \$500⁰⁰ of rent paid under the lease prior to May 1st 1871, and for some furniture he bought & paid me for in Nov. 1869.

Silas Reed

District of Columbia
County of Washington & J. Chas. Cuss. Callan
a Notary Public, within and for the District

of Columbia. do certify that in pursuance of
the annexed Commission and Notice, came
before me at the Office of Sanborn and King
No 475 Pennsylvania Avenue. Washington
City, District of Columbia, Silas Reed, who
was by me duly sworn to testify the whole truth
of his knowledge touching the matter in contro-
versy aforesaid; that he was examined and his
examination reduced to writing, and sub-
scribed by him in my presence on the day,
between the hours and at the place in that
behalf first aforesaid, and his deposition
is now herewith returned.

Given under my hand and
Notarial Seal at the City of
Washington D.C. this eleventh
day of January A.D. 1895.

Chas. Con. Callan
Notary Public



Notarial fee \$5.00 paid by the
Plaintiff -

Chas. Con. Callan

DISTRICT OF COLUMBIA, to wit:

I, A. S. Meigs, clerk of the Supreme Court of the said District, hereby certify that Chas. Lewis Cobden, whose genuine signature is subscribed to the foregoing certificate, was, at the time of signing and attesting the same, a Notary Public for said District, duly commissioned and qualified, and authorized to take acknowledgments and to administer oaths; and that his attestation thereto is in due form.

Witness my hand and the seal of said Court this 12th day of January, 1875.

A. S. Meigs, Clerk,
By L. Phillips, Assistant Clerk.

Reed

to
Lampson

— 4 —

236.66

Filed May 10th 1876

Wm. H. Hoar

clerk

Alvin Reed
vs
J. J. Lampton

The Court declares the law to be
that the giving of the note sued on by Defendant
is presumptive evidence of the fact that
Defendant owes \$2000 to Plaintiff and the burden of proof
is on Defendant to show to the satis-
faction of the Court that he did not
owe that or any other amount.
An account of Rent under lease

Silas Reed }
vs
J. J. Lampton }

The Court declares the law
to be that if from the evidence
in this case it should appear
that defendant gave the dis-
bill sued upon by mistake and
without ~~any~~ ^{malice} consideration therefor
judgment must be for the
defendant

Given

Reed

vs
Sampton

Defendants
Instruction

Cheyenne Wyo. 24

July 9th, 1870

J. J. Lampton Esq

Dear Sir

I have been too busy
ever since I left to write you a line -
In my hasty leave at S. Spg. I locked up
my bedstead in my office, which annoyed
me much. I could not divine for some
time, why it was not with the boxes -

I hope the excessive heat has burnt the
neuralgia out of you, which would be some
consolation - I have not changed my winter
clothing here - Have not seen my thermometer
over 86[°] in shade - It is now 77[°] in my office, at
11^o.^o a. m. My daughter went on to Salt
Lake City over three weeks ago - where it is
warmer than here - & it agreed with her finely.

I spent a week there with her & had to
come back - She remained and went on
to San Francisco last Wednesday with
some friends, & reached there yesterday -

I expect to go on after her two weeks

I remain - Truly Yours, S. Reed

Hence, & spend a few days there - and on our return, we will visit Denver, & go up into the Mountains of Georgetown & Central City, to see the grand scenery & take a look at the Mines -

My boys are in the field, pushing their Surveys - Two Companies now - but there is so much danger from roving squads of Indians, that I had to supply them all with Sharps & Winchester Rifles - and a Cavalry escort to save them from sudden massacre - The Cheyennes are perfect devils & ought to be shot the last one ^{of them} -

Yesterday a R.R. Car came in from St. Louis with Capt. Eads - G. B. Allen & Co on the way to San Francisco! It is wonderful to think of - The U. P. R. R. is a fine one, & the best of cars, & rides more smoothly than any Mo. Road - Mrs. Anthony's health improves steadily - & she had a splendid time at S. L. City - Saw Brigham - & several of his wives & nearly 30 of his children - Still, if it were not for Polygamy, it would be a Model Community - Kindest regards to Mrs. L. & your daughters, & Lewis,



Geo. J. Sampson Esq
Sulphur Spring
Jeff. Co.
Mo.

Dr. Reed
Chenney N.Y. S.

Cheyenne

July 9th 1870

149, Warren Av.
Boston Mass

Feb. 21, '78

J. J. Lampton Esq
Dear Sir

I had to laugh over
your letter of 15th rec^d, on Saty. Eve. 19th

We closed our matters in a good
deal of a hurry in Nov., & it is no
wonder some misapprehensions arose.

I think I ~~gave~~ you my address
here, & I thought you would write ^{if need be},
but I heard not a word from S. J.
Since - I was in St. Louis over night
only - in Jan'y - & had to hasten back
to Washington - I saw Mr. Volff &
told him you would leave \$100.
there 1st Feby. & I suppose he forgot
to tell his clerks about it. - He
collects my City rents, & I desired
your rent to be left in his hands,
while he is agt. for my City houses.

- It was to provide for a ^{possible} change
of agt. that I made the condition
in the lease, to pay elsewhere if

I forgot the middle initial of your name when I wrote
cally to you, & also feared you were away in the country -
which will explain my direction of the letter.

I disowned it - and then you were
to have written notice where
else to pay - I shall probably not
change from Mr. Wolff, unless I
Sell my city property -

I have thought of you often, but
too busy to write - I was called
away from Washington by telegram
on 12th Feby. to my daughter here, who
was suddenly at the point of death,
& I have been closely confined
with her ever since - She is now
convalescing - & in about two weeks
more, hope to be able to start for
S. Spring - & thence to Wyoming,
where I begin the public surveys
in May - It will be right to
leave the \$100. due Feby. 1st with
Mr. Wolff or his clerk - & so on hereafter,
& to impress it on him, so he will
not forget - I will stir him up a
little by letter - Fifteen inches snow
here - Horrid weather - Don't think your
peaches are killed yet - unless cold was
several degrees below zero - Please
present my compliments to your wife
& daughters - Truly Yours
S. Reed

If not delivered within 10 days, to be returned to

Dr. Reed, 149 Warren av.
Boston, Mass

J. J. Sampson & Co.
Sulphur Spring
Ark.
Mo.



Boston Mar 21st / 90

Cheyenne W. T.
Oct. 20th 1871

J. J. Lampton Esq
Sulph. Spg. Mo.

Dear Sir,

I returned from California on Monday the 16th inst. after an absence of just four weeks. I went to Lower Cal, by sea to Santa Barbara, (320 distance by stage road), and then by stage 50 miles down the coast to near Los Angeles,

My wife went all the way with me and picked Oranges, figs, almonds, olives, pears and honeygranates, & ate to her heart's content,

she has remained in San Francisco, & I go for her about 1st Decr.

I found Lewis here at the hotel & quite recovered,

44
Capt weakened a little,
Alfred Rogers telegraphed
to me for a transfer for
one spare of mules, & Lewis
thought he would like to
go back & help finish, about
four weeks - so I fitted
him out (lent him) coat
& pants large enough to
go over his present clothing
(he had stout boots) & lent
him my large buffalo
robe to add to his blankets,
and went with him the
85 miles on R.R. to Rogers
Camp - as by doing this I
could take him on my
pass & save him 7 or \$8.

The snow is all gone,
which came two months
earlier than usual - This
only an inch or two, and
the weather is dry & beautiful.

and I think he will be so warm, he will not get sick again - He & I slept together in the tent & found it warm enough - They are on better ground now & close to R.R. - He ~~got~~^{took} sick by tenting on wet spot of ground, which they will avoid now.

He is a good boy - ambitious - likes it here - and wants to stay - and Mr. Rogers likes him & shows him how every thing is done, & the use of the Solar Compass - So don't worry about him at all -

I came back Wednesday & read your letter on my return - I regret to hear bad news - & that you prefer to move back to City -

I am awfully busy now, with report of my examination of Spanish grant in Cal & with my annual report,

but will go to St. Louis,
probably, as soon as I am
through, say middle of
noon - & I hope you will
remain until I see you.

Excuse haste - for the
cars have come & I will
hurry & get this in mail
car - Kind regards to
wife and daughters.

Truly Yours,
Silas Reed

I have not been able to
find your note to me yet,
or of course I would have
marked it paid & sent
it to you -

I may yet find it among
some of my papers - unless
I dropped it in Mr. Parkers office
that night I was last there,

Answ Oct 24th 1891

Dr Reed

This letter is in
answer to a letter
written by me to him a
short time before in
which I informed
him I had given
possession of the place
on 1st Nov. Next the
signature of my
brother J. Hampton

then wrote
him that I
would remain
but would pay him nominal
a nominal rental



Cheyenne, Oct 20th / 71

This letter is dated
20th Oct 1871. My
lease expires 1st Nov
1871. I had written
him of my intention to
re-move to the City at
its expiration. This
letter is in response
to I am asked to re-
main until he returns
I wrote 24th Oct offer-
ing to do so but was
told him that I was
paying no rent therefore

Chyenne W. T.

Nov 4th '71 Saty.

J. J. Lampton esq
Sulphur Spring Mo

Dear Sir - As soon as my
Report is off, I thought to leave for St. L.,
8 or 10 days hence - but if I do so, I have
to come back - & go to California for
my wife, & then go to Boston - If it would
not incommode you to remain till
next month - till I can run over to
California & back, I would then come
to St. L. I have more time to fix matters,

Please let me know your plans
fully, & what you can do without
inconvenience to yourself -

It has been splendid weather since
my return on 16th Oct - This ~~the~~ week has
been like nift deer to Heaven!

Rogers & Lewis will be in about
a week hence - I hear no complaint from
him - Think he has remained well, & far
better than to have kept himself up
here - I don't know what plans he has
for the winter - Kind regards to all
Truly Yours, J. Reed

I sent your letter to Lewis -
I expect my hurried note

Chuyenne W. T.

May 24, 72

J. J. Lampton Esq

Sulph. Spg. Mo.

Dear Sir

I did not write you on my arrival because Lewis had not returned. Soon as he did so, I urged him to write you at once.

He came back all safe, and showed much pluck to drive a team of five yoke of Oxen into N. Western Corner of Nebraska among Indians, full 225 miles from here -

He came home in time to go out with Alf. Rogers last week for the summer on the Lava, Plains -

His P. O. for some weeks to come will be Rock Creek Station, Lava, Plains, W. T. - I am glad to say he has formed no bad habits, that I can hear of. I paid him \$50. due for office attention, to pay up his board bills of last winter. Tell Mr. L. not to feel any cares about him -

Please let me know if any one has spoken seriously ^{to you} of buying the place

It has been quite rainy here
for over a week - The loss
in Cattle here last winter
was nift to nothing - So my
Report stands the same
of tests, we will probably never
have - This is the Country to
get independent raising stock,
till Mr. Burgess -

Regards to the Ladies - &c

Truly Yours,

S. Reed

Short about his anxiety
to sell the place



J. J. Lampton Esq

Sulphur Spring Co,
Jefferson

Missouri

Nov. 2 1872

Cheyenne

May 24th / 72

Important - as showing
 his request for me to
 stay after the repairs
 of the house - and
 also after I had written
 him that I should
 have no need
 after the operation
 of the house - should
 be a matter for
 his consideration
 I am, Sir,
 Yours truly,
 M. D. D.

Dr. Reed,
 1

Nov 7. 1871



Cheyenne

Nov 4th / 71

How do you
think you will
be at our house?
- It will oblige
me if you will
write - saying as
near as you
can -
L.

sulphur Springs Mo
Nov. 18. 1872

Dr. Reed

Cheyenne

Wyoming Territory

Dear Sir -

I recd your letter some time since
intended to answer sooner but
failed to do so - Lewis returned
home this morn, looking as healthy
as a buck and feeling so - His
experience tho' rough - necessarily -
has been of service to him mentally
and physically - how hardy and
strong the boy is and how he has grown!

But he is chafing already for
a more active life - "Work" as he
names it - He shall not be idle
long - I want to put him to surveying
on one of the 35th or 40th routes

during the winter and early Spring months. Don't you ~~not~~ think it would be advisable? - I can not pay you my note or, having been kept so closely confined at home, until I make some arrangements in the Spring by sales of land or otherwise - and I am sure, it will not inconvenience you. What with your large income your \$20,000 Crow block property seized, "Wilke Nilke" by the Govt. of Cal. how can you possibly care for so small a sum as I owe when bringing you a fair int.? However, I hope to say "square" to you and the "rest of mankind" by the middle of the coming Year & what a Calamity the Boston fire! I am thankful that your family and property escaped the red tongues of the

Destroyer!

Two or three deaths have occurred within a few days from small pox in the S. Hill neighbourhood - other cases are reported - Causing a good deal of alarm to the people of the village and vicinity - Allen has moved to Ellensville and Gray to Kimswick.

The latter says as he can't sell at any price, he is not disposed to starve on this bleak side."

I think he talks impudently for a man wanting to sell - He has mortgaged his farm for \$3000 - and gone into the hot house business with the proceeds, in conjunction with a Mr. North - His house, he leaves without an occupant because he can't get one.

Allen has put a Dutchman in care of his - No body as yet at Mr Peabody's - so that we

Whom I have spoken of
have commenced turning
their cattle and horses
and those they have taken
to pasture for others in
and for 10 days the
tinkle of bells and trank
of horses & cattle night and
around the house has been
perfectly deafening - nor have
I been idle - forced warning
I have failed, I have com-
menced a more vigorous
course - &c. &c. - whenever they
come on my grounds (yours)
I turn them out on the
range - This of course is
giving me a lively time - but
as they know just how far
they can go with me - it awakes
in nothing more than angry
words - & Lee Cole gives me
a good deal of trouble with
his stock - and before I expect

you in getting in a good and
careful tenant - and he will
have to fight his way until you
build a division fence - I shall
not cling to you to go in,
not completely your property. Mr.
May has your letter of the 12th
Nov. 12. 1893

Dr Silas Reed

3
1
San. Gen. Wyoming
Cheyenne
Dear Sir:

I am just in receipt of yours of
12th inst. Am sorry I shall
not be able to pay you the note
when you come on - indeed
- like yourself, I have not the
money to pay my taxes -
I have been very much surprised
at your not coming down or
writing - especially in view of
the fact that for a long while
I had been anxious to move
to the City - but as I had promised
you not to leave until your

got a tenant - Expected,
you to have relieved me
some time since - Now
the cold season is too far
advanced for me to do so with-
out jeopardizing Mrs L's health -
I have here without a
careful tenant would be
to let the property so to sug-
gest destruction - No body there
being unoccupied - Dr Dick
having sold out and gone
to the City - Dr Warnum (Dr
Morrison's son) having been
idle all summer - a German
having only moved in a few
days since - Guy's do - and
Bowman with Wilson - drunken
Tom Wilson - in possession
with all their unprovided
reckless ways of turning hay
Cattle and horse loose

on the premises - and
not only their own - but
other they have taken in
to pasture - you can judge
what a time I have in
keeping this great ~~land~~
of stock from your premises
The fact is - having the
law on my side - the fences
on your place being kept
in perfect order and
having had a new plank
fence built (by the land)
all along your river front
I have been compelled - after
every other argument and
constant threatenings to bring
my shot gun in requisition
in the dogs - Jim George's
and Alex Cole's - they broke
up the game for some time
But now these tenants

Sherman's General's Office,

Cheyenne, Wyoming Territory,

St. Louis Decr. 3rd 1873.

J. J. Lampton esq
Sulphur Spring Mo.

Dear Sir

I called on Mr. Bowman
last night about the Stock Trespass on my
premises as well as his, by Mr. Wilson and
other parties - He was not aware of it,
& will order Mr. W. to picket his own Stock
& have nother within the enclosure of mine or ^(his)

I will write to Mr. Guy about his Tenant,
and you will inform Black Scott that he
is to keep no Stock or hogs in my enclosure,

If they do not heed this notice promptly,
you are hereby authorized to use as harsh
means as the law will permit - to rid my
premises of all kinds of Stock.

Silas Reed

U. S. Surveyor General's Office,
CHEYENNE, WYOMING.



Albion Keckring
Stock of
the land.
J. J. Lampton Esq
Sulphur Spring
Jefferson Co
Mo.

Matthew Deane

1873

Amos Stocker

St. Louis
Dec 3rd 1873

St. Louis Mo

May 1st 1871

\$294.25

Rec^d of Jas J. Lamperton of Sulphur Spring Mo
Sixty dollars in full for quarter's rent of
my homestead at Sulphur Spring Mo,
ending 1st Nov^r 1870-

Also two hundred dollars for six
months rent of said premises from 1st
Nov^r 1870. to 30th Apr^l, 1871 -

Also thirty four & $\frac{25}{100}$ Dollars, balance
due on hay sold last winter, making
a total of \$294.25

Silas Reed

\$200.00

St. Louis Mo
May 1st 1871

Rec^d payment in full of Jas. J.
Lampston, of S. Spring, for a certain
note for two hundred dollars,
dated on or about the 14th of March
1871, for rents due me to the 1st
of Feby. 1871, which note I left by
mistake at Sweeper Spring, in the
office of Edg. Parker, Dr have mislaid
it among my papers

Silas Reed

[Faint handwritten notes, possibly bleed-through from the reverse side.]

March 14. 1871
Dr. Stephen Jefferyson & Mo
Recd of J. F. Sampson
his ac bill for two hundred dollars
for two grants. Recd of place at
Stephen Jefferyson. Recd in my paper
70 & 100 July 1871, which when paid
will be in full to Mr. Jefferyson \$71.50
J. S. Reed

[No. 6,555.]

An Ordinance concerning nuisances.

Be it ordained by the City Council of the City of St. Louis:

Section 1. No person shall in this city deposit or throw into any sewer, sewer inlet, or privy vault which has a sewer connection, any animal or vegetable substance, or any straw, hay, ashes or soot, or any article whatever that may cause the sewer to choke up or otherwise to create a nuisance.

Sec. 2. Any person convicted before the police court for violating any of the above provisions, shall be deemed guilty of a misdemeanor, and fined not less than \$5, nor more than \$50.—Approved July 1, 1868.

M. A. WOLFF,

Rent Collector,

315 Chestnut St., St. Louis.



YOU MUST PAY YOUR RENT AS YOU AGREE TO DO.

Mr. J. S. Davenport

Mo

Dr.

For Month's Rent of

No. on
No. of St. Louis, to May 1, 1870 \$100

Received Payment.

St. Louis, Mar 17 1870

Wm. A. Wolff Agent.

[No. 6555.]

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M. A. WOLFF,

Rent Collector,

316 Chestnut Str., St. Louis



YOU MUST PAY YOUR RENT AS YOU AGREE TO DO.

Mrs. J. Gumpston

R

Read

A

*For 3 Month's Rent of House
No. 21 on Sulphur Springs Street, of City Block
No. of St. Louis, to Aug 1 1870. = \$11.00*

Received Payment,

M. A. Wolff Agent.

St. Louis, May 7 1870. Per

J. L. ISAACS,

IMPORTER AND DEALER IN

Paper Hangings, Window Shades,

UPHOLSTERING GOODS, PICTURE FRAMES, CORNICES, &c., &c.

1209 OLIVE STREET, - - SAINT LOUIS, MO.

PAPER HANGING BY PRACTICAL WORKMEN IN CITY AND COUNTRY.

All Work Warranted.

Double Action Weather Strips for Doors and Windows, (*THE BEST IN USE*.) for sale and applied.

\$100.00.

St Louis Mo.

Nov 21st 1869

Rec^d of James J. Lampton, One hundred
dollars, for one quarter's rent in advance,
for Rents of my home store place at
Sulphur Spring Mo.

Silas Reed

St. Louis Mo
Nov 1st 1869

James J. Lampflore
Bot. of Silas Reed

1 Chamber Mahogany bedstead & Spring bed	\$20.00
1 Bed room "	18.00
45 yds Matting - 40¢	18.00
28 1/2 yds Brussels. (parlor) Carpet - 90¢	25.65
	<u>\$81.65</u>

Rec^d payment by check on State
Savings Association of 2nd Nov.

Silas Reed

Recpt of Reed
for pay for
furniture

This Lease, made and entered into this first day of November
in the year eighteen hundred and Sixty nine by and between
Silas Reed, of Sulphur Spring, Jefferson Co, Mo.

party of the first part, and James J. Lampton
of the City of St. Louis, and State aforesaid.

party of the second part. **WITNESSETH,** That the said party of the first part, in consideration
of the rents, covenants and agreements hereinafter reserved, and stipulated to be paid, done and per-
formed by, and on the part of the said party of the second part, do as by these presents lease unto
the said party of the second part, the following described premises, to wit:

This house and
all appurtenances belonging to the Sixty five acres of
his homestead at Sulphur Spring, Jefferson Co, Mo.
situated on, and being north part of the S.W. ^{township 42} 1/2
quarter of Sec 32 N. R 6 East - excepting, however, two
rooms in said house (the office & chamber over it),
for the use of said Reed while he shall need them,
and also excepting the cutting of green timber for
firewood, or any other purpose not necessary to the
repair of the place. The said house and place
not to be re-leased or sub let to any one without
the consent of said Reed, in writing, under penalty of
forfeiture - the tenant Cubins to be under control
of said Lampton while he retains occupancy of
said premises - Said Lampton on his part
agreed to pay rent for said premises above described
at the rate of four hundred dollars per annum,
from the date hereof - payable quarterly in advance,
at the office of M. A. Wolff in St. Louis, or such other
office or Bank as S^d Reed may designate, by written
notice to said Lampton

TO HAVE AND TO HOLD the same unto the said party of the second part, and to
his legal representatives for and during the term of two years, from
date hereof. said term to commence on the first day of November
eighteen hundred and Sixty nine and to be fully completed and ended on the 31st
day of October eighteen hundred and Seventy one, determinable,
however, at any time before said last mentioned date, upon the conditions hereinafter mentioned; the
said party of the second part, and all claiming under him by virtue of the provisions of this
lease, yielding and paying unto the said party of the first part, and his legal representatives,

after demand thereof, whether such demand be made on or at any time after the day or days the same become due, and whether said demand be made personally of said party of the second part, or by written notice left upon the premises hereby leased: or, if the said party of the second

part or his legal representatives, shall violate any of the provisions of this lease or fail in anywise to comply with the stipulations and conditions therein expressed and contained, then, in any such case, this lease may, at the option of the said party of the first part, or his legal representatives, be forfeited by written notice to that effect, stating the cause of forfeiture, to be served either personally on said party of the second part, or to be left upon said leased premises, at the option of said party of the first part or his legal representatives, and upon being served with such notice in either of the ways above mentioned, said party of the second part shall forthwith vacate said premises, and for every day that he — or any one under him — shall hold over, after the expiration of this lease, whether such expiration be by limitation or forfeiture, said party of the second part and every one holding under him shall pay double rent.

IN TESTIMONY WHEREOF, the parties aforesaid have hereunto set their hands and seals the day and year first hereinabove written. (Done in Duplicate.)

Witness
J. B. Paddelford

Silas Reed (SEAL.)
J. J. Lampton (SEAL.)



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

Be it remembered, that on this _____ day of _____, eighteen hundred and _____ before me, the undersigned Notary Public, within and for the County and State aforesaid, came _____

who are personally known to me to be the same persons, whose names are subscribed to the foregoing instrument of writing, as parties thereto, and they severally acknowledged the same to be their acts and deeds for the purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal, at office in the city of St. Louis, the day and year last above written.

Notary Public, St. Louis County, Mo.

H. A. S. H.

TO

I am entitled to all of the
interest on the advance payment
of \$10. on 2nd of lease, as
per rental agreement. The interest
of \$10. on 2nd of lease has been
paid.

H. W. LEFFINGWELL & Co.,

REAL ESTATE DEALERS.

Stock Brokers and Conveyancers,

No. 93 Chestnut Street,

ST. LOUIS, MO.

Silas Reed, } May 17 1875.
J. J. Sampson } Judgt. for. \$ 236 ⁰⁶

Boyce clerk

copy pet. "ces⁵⁰" with rec¹⁰ } 1.10

2 files¹⁰ and 2 cont²⁰ } does¹⁵ } 70 } 2.40

W. H. Morine clk.

ent app²⁰ } objections to app²⁰ } cont²⁰ } 65

files³⁰ } Judgt. (default, ³⁰) does Judgt.¹⁰ } 95

order setting aside Judgt. ³⁰ } 35

" taking costs of clep³⁰ } 35

sub³⁰ } Judgt⁵⁰ } does¹⁰ } 95

318¹⁰ } costs ²⁰ } Exp } 1.25 } 4.50

Silas Reed notary fee for dep. 5.00

W. B. Moss miz¹⁰⁰ } calls³⁰ } 1.30
13.70

Leave from Dr. Silas Red

Also
important letter
+ Black's private R.

Joe. J. Lupton Esq.

100 -
100
100
200
260

960