

Jefferson County Circuit Court
Case Files - Civil
May 1877, No. 42

Box 37

Folder 42

Fleming, Andrew J.
vs
Wilcox, James H.
Waters, Freeman, D.

Injunction

Enjoin sale of \$435.33
note

To James H. Wilcox and Freeman D. Waters: You are hereby notified that an application will be made to the Honorable Judge of the Circuit Court of Jefferson County, Missouri, Louis A. Fleming, at his place of residence in Potosi, Washington County, Missouri on the 17th day of April A. D. 1877 for an injunction, by Andrew J. Fleming, the object and nature of which is to restrain you and each of you from further pledging as collateral security or otherwise, a certain negotiable promissory note, made by Andrew J. Fleming to James Burgess, for the sum of Four Hundred and Thirty-one Dollars & $\frac{33}{100}$ and dated June 1st 1876, to become due in one year after date, and also to restrain you and each of you from endorsing, selling or assigning said note to any other person, at which time and place you can appear and resist such application if you see proper to do so.

Edw Branch Cowan
Attorney for Andrew J.
Fleming.

State of Missouri } ss
County of } Edw Branch Cowan
of lawful age being sworn, makes affidavit
and says that he serves the foregoing

1 Notice upon Freeman D. Waters by de-
2 -livering to said Waters a true copy
3 of the same on the Thirtieth day of
4 April 1877, and also served the said
5 notice upon James H. Wilcox by read-
6 -ing the same to said Wilcox and by
7 offering ^{to deliver} to him a true copy of the
8 same, which copy said Wilcox refused
9 and declined to receive or take, on
10 the Thirtieth day of April 1877, and
11 this in the county of Jefferson in
12 the State of Missouri.

13 Edu Branch Court

14 Subscribed and
15 sworn to before me this
16 16th April 1877

17 John F. Downing
18 of Chambers } Judge 26th Cir
19 Potosi Washington } Mo
20 County Mo }

Know all men by these presents
that we Andrew J. Fleming as princi-
pal and John Eric Cowan

as security
are held and firmly bound to James
H. Wilcox and Freeman D. Waters in
the sum of Five Hundred Dollars,
well and truly to be paid, and hereof
we bind ourselves, our heirs, executors
and administrators.

The condition of the above obliga-
-tion is that whereas Andrew J. Fleming
has petitioned the Honorable Judge of the
Circuit Court of Jefferson County,
State of Missouri, for an injunction
against James H. Wilcox and Freeman
D. Waters to restrain the further pledging
and endorsing or selling of a certain
promissory note as in said Fleming's
petition is fully described, and the
said Judge has granted a temporary
injunction against said Wilcox and
Waters as asked, now if said Flem-
ing shall abide by the final judgment
rendered in the said matter by the
Circuit Court of Jefferson County
State of Missouri, to which said
Temporary injunction is made returnable,
and pay all costs and damages that
may be adjudged against him, said
Fleming, by said Court in said matter,
if said injunction shall be dissolved,

then this obligation shall void; but
otherwise it shall remain in full force
and effect.

In Witness whereof we have
hereto set our hands and seals
this 17th day of April A. D. 1877

A. J. Fleming

seal

J. E. Brown

seal

The above bond

is by me approved at Chambers, the
17th April 1877

John M. O.

Amos F. Drimming
Judge 26th Cir Mo

Filed April 19th 1877
C. H. H. H. H.
Clerk

Bond for

Exemption

Andrew J. Fleming

and

James H. Wilcox et al

Filed April 19th 1877.

C. McAdams

Clerk

Andrew J. Fleming
Plaintiff
against
James H. Wilcox
& Freeman D. Waters
Defendants
Application for Injunction
To Hon Louis F. Dining
Judge of Jefferson
Circuit Court
State of Missouri
Returnable to the
May Term thereof 1877.

Plaintiff Andrew J. Fleming states that defendant James H. Wilcox is indebted to him, plaintiff to the extent of Two Hundred and seventy-six Dollars and forty-two cents, being the principal and balance of interest on a promissory note, ^{long past} now due, which note was executed by defendant Wilcox on, and dated January 1st 1875, and by said defendant delivered to the plaintiff, by which said defendant Wilcox promised to pay to plaintiff or his order Two Hundred and fifty-eight Dollars & $\frac{25}{100}$, one year after date, with interest after maturity at the rate of ten per cent per annum, and to obtain judgment for the amount now due on said note, plaintiff will institute suit in the Circuit Court of Jefferson County, State of Missouri, at the May 1877 term thereof, the said defendant Wilcox having refused and neglected to pay the same.

Plaintiff further states that on June

1st 1876, he, plaintiff executed and delivered his promissory negotiable note to James Burgess by which plaintiff promised to pay to James Burgess or order, the sum of Four hundred and thirty-five Dollars & $\frac{33}{100}$ one year after the date thereof, with interest at the rate of four per cent per annum; and that afterwards James Burgess endorsed, sold and assigned the said note nominally to Mary N. Wilcox, the then wife of the defendant James H. Wilcox, by which the said note became the property of defendant Wilcox according to law;

That afterwards the defendant James H. Wilcox placed the said note, or consented to said note being placed, in the hands of defendant Freeman D. Waters, as a pledge or collateral security for the sum of One hundred and three Dollars, which sum was loaned by said Waters to defendant Wilcox; and that defendant Waters now has possession of said note and holds the same as security for the said sum so loaned, \$103.⁰⁰/₁₁

Plaintiff further states that defendant James H. Wilcox is not possessed of any visible property subject to execu

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tion, besides said last mentioned
note, out of which plaintiff can
get satisfaction of any judgment
he may obtain against said defen-
dant on the note first mentioned;
and that it is in the power of said
defendant Wilcox to pledge said
second note for still more money,
or to endorse, sell and assign said
note absolutely to other persons, before
it becomes due and thereby preclude
plaintiff from collecting any such
judgment, or offsetting the amount
of such judgment against said second
note.

And plaintiff further states that
he verily believes and ~~has~~ that he
has good reason to believe, that
defendant Wilcox does intend to
to prevent plaintiff from collecting
the amount of said first note, if
it is possible for him to do so;
and that he, plaintiff, will be without
remedy, if the defendant Wilcox should
further pledge or pawn ^{said} second note,
or endorse, sell or assign the
same before it becomes due on
the 1st of June 1877.

Wherefore plaintiff asks the Honorable
Judge, to grant a temporary injunc-
tion against defendants Wilcox and

Waters to restrain them and each
of them from further pledging or
pawning, and from indorsing
selling and assigning said second
note, until the session of the
Circuit Court of Jefferson County
Missouri, May term 1877, and
until such time as the said Court
can make further orders concerning
the same, and for such ^{other &} further relief
as may be proper, together with a final in-
junction against said defendants to prevent the negotia-
tion & sale of said note A. J. Fleming

State of Missouri
County of Jefferson } ss

Andrew J. Fleming, being
sworn upon his oath says that the
facts and statements set forth in the
foregoing petition are true to the best
of his knowledge and belief.

A. J. Fleming

Subscribed and sworn
to this 14th day of April
A.D. 1877

Edw Branch Cowan
Notary Public
within & for Jefferson
County, Missouri

Andrew J. Fleming

vs

JAMES H. McLEOD and Freeman D. Bates
Vacations 17th April 1877

Now on this 17th day of April 1877 comes the plain-
tiff by his attorney and presents the foregoing
petition, praying for a temporary injunction
and restraining order restraining the defendants
from pledging or purveying endorsing
selling or assigning a certain note
particularly described in said petition
And it appearing to me that the defendants
have each been served with notice of this
application for temporary injunction &c
and it being now 3 o'clock in the afternoon
and the defendants nor either of them have
made any appearance here And the plain-
tiff having presented a good and sufficient
bond with J. E. Brown as surety in the
penal sum of \$5000 conditioned as the
Statutes require which bond is by me affixed
And therefore the premises considered it is or-
dered that the defendants and each one
of them are hereby enjoined and restrained
from further pledging or purveying endorsing
selling or assigning the ~~second~~ note described
in said petition and foregoing petition until the
further order of the Circuit Court for the
County of Jefferson in State of Missouri.
It is further ordered that the Clerk of the said
Court at once on the reception of these papers
make out certified copy of this order & the
above petition & affidavit and place same

in the hands of the Sheriff of said Jefferson
County who will forthwith serve same
as the law directs

Witness my signature at
my Chambers in Polk County
Missouri This day and date herein
before in this order written

Louis L. Downing
Judge of the Cir
Mo

Andrew J. Fleming
vs

James H. Wilcox
J. D. Waters

Application for
an Injunction.

Filed April 19th 1877.

L. H. Worin

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 James N. Wilcox and
Fulman & Waters*

*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*

Andrew J. Fleming

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

Witness, C. THO. HORINE, Clerk of our said
Circuit Court, with the seal thereof hereunto af-
fixed, at office in Hillsboro, this 20th day
of April, A. D., 1877.

C. Tho. Horine

Clerk Circuit Court.

No 42

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

May TERM, 1877.

Andrew Fleming
vs

James H. Wilcox
vs
Freeman D. Waters

May 16 1877
Received, B. S. & 1877
Original

In Signature

John Williams
Sheriff for John

I executed this writ in Jefferson County Mo on
the 23rd Day of April 1877 on Freeman D. Waters
by Delivering to him a true copy of this writ and
Petition and I further executed this writ in
Jefferson County Mo on the same Day on
James H. Wilcox by Leaving a true copy of this
writ at his usual Place of abode with
a member of his family over the age of
fifteen years

John Williams
Sheriff