

DeForsen County Circuit Court
Case Files - Civil

January 1886, No. 20

Paul, Howard

vs

O'Connor, Isabell
Sutherland, John W.

Discharge in cumbrance

Cancel deed of trust on
40 acres in S3,4T39R4E

Box

38 Folder 21

State of Missouri } In the Circuit
County of Jefferson } ss Court of Jefferson
County

January Term 1886.

Howard Paul, plaintiff,
of
Isabell O'Connor &
John W. Sutherland, defendants.

The plaintiff states that
on December 24, 1883 one Minot
Champney & his wife, by deed
recorded in the records of said County
in Deed Record book 24 at page 388,
conveyed to plaintiff a certain piece
of ground situate in said County
of Jefferson State of Missouri containing
forty acres lying & being in Sections
3 & 4 in Township 39 Range 4 East,
✓ & described as follows: viz, Fifteen
acres of section 3 of which was
purchased by said Champney from
Elizabeth Ward, & Five acres in section
4 which was purchased by said
Champney from William Darnell,
& the North one half of the South East
quarter of the South East quarter
containing twenty acres.

That the consideration of said conveyance was that plaintiff would pay off & cancel a certain note for 500 dollars dated June 1, 1880 payable five years thereafter & also a deed of trust to secure said note, both made by said Minot Champney, said deed of trust conveying said land above described, with other land, to said defendant Sutherland as trustee, & recorded in Trust Book 11 at page 47 of said County records, & in case of failure to pay off & cancel said note & deed of trust, it was provided that said land should revert to said grantees.

✓ That when said note became due, the plaintiff in order to pay off & cancel said note & deed of trust borrowed 500 dollars of the defendant Isabell O'Connor & secured said sum by deed of trust on the said above described property dated June 1885.

✓ That the said defendant Isabell O'Connor well knowing the intent of said loan did not deliver said money to plaintiff but paid the same to the holder of said note first above

mentioned made by said Champney
& received said note after its maturity
but she did not deliver said note to
plaintiff nor to said Champney nor
cancel it, nor did she release said
deed of trust first above mentioned
✓ made by said Champney nor cancel
it, but still retains said note & deed
of trust, & although requested refuses
to return or cancel said note &
release said property from the
incumbrance of said deed of trust,
as in equity & good conscience she
should do.

Plaintiff states that said note
& deed of trust remain a cloud against
the title to said land, & if not can-
celled & said land released from
the lien of said deed of trust, he will
be in danger of losing the said land
& it will thereby revert to his said
grantees to the irreparable loss of
plaintiff; & to represent a debt of but
500 dollars there will remain outstand-
ing said note for 500 dollars made by
said Champney & secured by deed of
✓ trust made by him as aforesaid, & also
✓ the note for the same sum made by

Plaintiff secured by deed of trust made by him on same property.

Plaintiff states that he is in possession of said land & has improved the same by his labor & money.

Plaintiff therefore prays that the defendants be commanded to come into Court & that after due proceedings had, said note & deed of trust made by said Champney be ordered to be returned & cancelled & said land be decreed to be released & discharged from the lien & incumbrance of the same, & for other general relief.

Tatum & Phillips
Attys for plaintiff

Circuit Court
of
Jefferson County

Howard Paul

Isabelle O'Connor

John W. Sutherland

Bill in Equity to
discharge incumbrance.

Filed Dec. 21st 1885

C. W. Hanna

Clerk

State of Missouri } In the Circuit Court of Jefferson
County of Jefferson W. County, January Term 1886.
Howard Paul plaintiff

vs
Isabell O'Connor & John W. Sutherland, defendants,

The plaintiff states that on December 24, 1883 one Menot Champney & his wife, by deed recorded in the records of said County in Deed Record book 24 at page 388, conveyed to plaintiff a certain piece of ground situated in said County of Jefferson State of Missouri containing forty acres & lying & being in Section 3 & 4 in Township 39 Range 4 East, & described as follows, viz: Fifteen acres of Section 3 of which was purchased by said Champney from Elizabeth Ward & Five acres in Section 4 which was purchased by said Champney from William Darnell, & the North one half of the South East quarter of the South East quarter containing twenty acres.

That the consideration of said conveyance was that plaintiff would pay off and cancel a certain note for 500 dollars dated June 1, 1880 payable five years thereafter & also a deed of trust to secure said note, both made by said Menot Champney, said deed of trust conveying said land above described, with other land, to said defendant Sutherland as trustee, & recorded in Trust Book 11 at page 47 of said County records, & in case of failure to pay off & cancel said note & deed of trust, it was provided that said land should revert to said grantees.

That when said note became due, the plaintiff in order to pay off & cancel said note & deed of trust borrowed 500 dollars of the defendant Isabell O'Connor & secured said sum by deed of trust in the said above described property dated June 1885. That the said defendant Isabell O'Connor well knowing the intent of said loan did not deliver said money to plaintiff but paid the same to the holder of said note first above mentioned made by said Champney & received said note after its maturity, but she did not deliver said note to plaintiff nor to said Champney nor cancel it, nor did she release said deed of trust first above named mentioned made by said Champney nor cancel it, but still retains said note & deed of trust, & although requested refuses to return or cancel said note & release said property from the incumbrance of said deed of trust as in equity & good conscience she should do.

Plaintiff states that said note & deed of trust remain a cloud against the title to said land, & if not cancelled & said land released from the lien of said deed of trust, he will be in danger of losing the said land & it will thereby revert to his grantees to the irreparable loss of plaintiff; and to represent a debt of but 500 dollars there will remain outstanding said note for 500 dollars made by said Champney & secured by deed of trust made by him as aforesaid, & also

The note for the same sum made by plaintiff secured by deed of trust made by him on same property. Plaintiff states that he is in possession of said land & has improved the same by his labor & money. Plaintiff therefore prays that the defendants be commanded to come into court & that after due proceedings had, said note & deed of trust made by said Champney be ordered to be returned & cancelled & said land be decreed to be released & discharged from the lien & incumbrance of the same & for other general relief.

Tatum & Phillips
Attys. for plaintiff.

A true copy from the original petition now on file in the office of the clerk of the Circuit Court of Jefferson County, Mississ.

Witness my hand and the
seal of said court hereunto affixed.
Done at office in Hillsboro
this 21st day of December 1885.
C. H. Horine

Clerk.

THE STATE OF MISSOURI, } ss.
County of Jefferson.

The State of Missouri, *City of St. Louis*
To the Sheriff of Jefferson County---Greeting:

We command you, that you summon.

*Isabell O'Connor and
John W. Sutherland*

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

Howard Paul

upon *this* 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 affixed, at
office in Hillsboro, this *21st* day of
December A. D., 18*85*.



C. Tho. Horine, Clerk Circuit Court.

Howard Paul

vs.

Isabella O'Connor

John W. Sutherland

THE STATE OF MISSOURI, } SS.
County of Jefferson.

The State of Missouri, *City of St. Louis*

To the Sheriff of ~~Jefferson County~~ --- Greeting:

We command you, that you summon.

*Isabell O'Connor and
John W Sutherland*

if found in your *City* County, to be and appear before the Honorable Judge of our Circuit Court, on
the first day of the next term thereof, to be begun and holden at the town of Hillsboro, within
and for the County of Jefferson, on the *Second* Monday of *January*
next, then and there to answer unto

Harold Paul

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

Witness, C. THO. HORINE, Clerk of our said Circuit
Court, with the seal thereof hereunto affixed, at
office in Hillsboro, this *21st* day of
December A. D., 18*85*,

C. Tho. Horine Clerk Circuit Court.

To the Jefferson Circuit Court
January Term 1886.

Howard Paul
Plaintiff

v } Equity.

Isabell O'Connor
John W. Sutherland

Original

Executed this writ in the city of St Louis State of Mo this
22nd day of December 1885. by delivering a copy of the writ
and petition as furnished by the circuit clerk of Jefferson
county to John W. Sutherland one of the within named
defendants.

Henry F. Harrington Sheriff
By Eugene ~~Reed~~ ^{Reed}

Isabell O'Connor the other within named defendant cannot
be found in the city of St Louis

St Louis Dec 23^d 1885
Fee \$ 1.50

Henry F. Harrington Sheriff
By J. W. Harrington Sheriff

THE STATE OF MISSOURI, } S.S.
County of Jefferson.

The State of Missouri,

City of St. Louis

To the Sheriff of Jefferson County---Greeting:

We command you, that you summon

Isaiah O'Connor

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

Amard Paul

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 affixed, at office in Hillsboro, this *14th* day of *December* A. D., 18*86*.

C. Tho. Horine Clerk Circuit Court.

6350

20

To Jefferson Circuit Court,
Jan'y 5, 1887.

Harold Paul

vs

Isabell O'Connor

Return

original

Filed Jan'y 18th 1887

L B Weaver

Defendant in Error

to be paid by

114 1/2 S. 14th Str.

See return for assessment

See return for assessment
D. W. O'Connor - 50
submitted by mail Jan'y 1887

Executed this Writ in the City of St Louis on the 22nd day of
December 1886 by delivering a Copy of the Writ and petition
as furnished by the Circuit Clerk of Jefferson County ^{mo} to
Isabell O'Connor the within named defendant

Recd \$1.00 Paid
by attorney for Piff

Henry A. Harrington Sheriff
By William Burke Deputy

State of Missouri } ss.
County of Jefferson }

In the Circuit Court of
Jefferson County January Term 1887

Howard Paul, Plaintiff

vs

Isabell O'Connor and John W. Sutherland, Defts

Now comes the Defendants by their
Attorney and for answer to Plaintiffs petition
herein, controvert and deny each and every
allegation of the Plaintiffs petition,

Wm C Fletcher
Atty for Defts.

No

Monard Paul, Clerk

vs

Isabel W. O'Connor & Jas. W. O'Connor

vs

Owner of Defendant

Filed Jan 13/87

D. B. Veazey

CLK

THO' C. FLETCHER,
ATTORNEY,
ST. LOUIS.