

Jefferson County Circuit Court
Case Files - Civil
November 1856, No. 12

Box 8 Folder 56

Dyle, George W.

vs.

Campbell, Joseph
St. Louis & Iron Mountain Railroad Co.

Injunction

Enjoin building of railroad on north
side of plaintiff's house instead of
south side; \$500 damages

George H Ogle
vs

Joseph Campbell &
The St Louis & Iron Mountain
Rail Road Company

The plaintiff states that
the defendants on the 31st day of May 1856 entered
wrongfully & contrary to any right, into the
following real estate lying in Jefferson
County Mo viz part of old survey no 2978 originally
conferred to John Connor under Isaac Van Meter being on the
west half of said survey, beginning on SW corner, thence North E. Co
crossing the creek to a stone (post) in marked H O & G W O Thence N 50. W
1 mile to original line, a stone set per corner, then with original line to the
NW corner, then with original line to the beginning

and did then and there tear down one
barn and sheds there standing and scattered
the logs & board, forcibly turned out of said
barn the horses of plaintiff, his waggon
& wheat fan, cut down trees of plaintiff
on said land about one acre ^{before the 31st of May 1856} and opened
the enclosures so as to expose the crops
& fields of plaintiff to stock & animals,
from without and are proceeding
to make a road over said land contrary
to & without any authority from plain-
tiff who did give the road right
of but to be on the north side of
his house but the road crossing is on
the south side which runs the road
right through 2 fields & cuts off several
corners of the fields so as to deprive plain-
tiff of the value use of part of
his cleared land whereas by running

the road ~~shorter~~ of the house, would have been of comparative little damage and also by running south it causes a part of the land to overflow & both, injury the land and health of plaintiff

Defendants have commenced to not only open the road 100 feet on the line but have gone over 100 feet to take dirt all without and among the right of way

Plaintiff considers himself injured \$500 for all these damages for which he asks judgment also he prays this court for injunction to restrain defendants from running the said road over the premises aforesaid but ^{confine them} ~~only on~~ to the north side of his house according to his said bond and all other & further orders that may be necessary

J A Neal atty
for plaintiff

State of Missouri }
County of Jefferson }

J A Neal atty for
the plaintiff makes oath & says that he believes (from information) that the foregoing petition & the matters therein stated are true

J A Neal

Sworn to and Subscribed
before me June 26th 1856

Thos C Fletcher clk

By Ed Honey sept

44
Mr Ogde

my
Camp bell &
Almon & A. D. Co

Recd June 26th 1856
Thos L. Fletcher
Clerk

George W. Ogle

^{vs}
Joseph Campbell &
the St Louis & Iron Mountain
Rail Road Company

The plaintiff states that the defendants on the 31st day of May 1856 entered wrongfully & contrary to any right into the following real estate lying in Jefferson County Mo. part of U. S. Survey N^o 2978, originally confirmed to John Connor under Isaac Van Meter, being on the west half of said Survey, beginning on S. W. corner thence North E. crossing the creek to a stone 1 foot by 7 in marked H O & S W O, thence N 30 W, 1 mile to original line a stone set for corner, then with original line to the N W corner, then with original line to the beginning. and did then and there tear down, one barn & sheds there standing and scattered the logs & boards, forcibly turned out of said barns the horses of plaintiff, his waggon & wheat fan, cut sundry trees of plaintiff, on said land, about one acre, before the 31st of May 1856 and opened the enclosures so as to expose the crops & fields of plaintiff to stock & animals from without, and are proceeding to erect a road over said land contrary to & without any authority from plaintiff, who did give the road right of but to be on the North side of his house, but the road erecting is on the South side, which runs the road right through 2 fields & cuts off several acres of the field so as to deprive plaintiff of the entire use of part of his cleared land whereas by running the road North of the house, would have been of comparative little damage, and also by running South it causes a part of the land to overflow, & both injuring the land and health of plaintiff. Defendants have commenced to not only open the road 100 feet on the line but have gone over 100 feet to take dirt all without ~~and~~ ^{condemning} ~~violating~~ the right of way, Plaintiff considers himself injured \$500 for all these damages for which he

asks Judgment, also he prays this Court, for injunction to restrain defendants from running the said road over the premises aforesaid, but confine them to the North Side of his house according to his said bond & all other further orders as may be necessary

J A Beal atty for Plaintiff

State of Missouri

County of Jefferson }

J A Beal atty for the Plaintiff
make oath & says that he believes (from information) that the foregoing petition & the matters as therein stated are true.

Sworn to and Subscribed
before me June 26th 1856

Thos C Fletcher clk

By E J Honey sept

J A Beal

Attest Copy of the original petition
and affidavit on file in my office in said Cause

In Testimony whereof I here to set my
hand and affix the seal of said Court
at office July 28th 1856

Thos C Fletcher Clerk

By E J Honey sept

George W. Ogle

^{vs}
Joseph Campbell & the
St Louis & Iron Mountain
Rail Road Company

The plaintiff states that the defendants on the 31st day of May 1856, entered wrongfully & contrary to any right, into the following real estate lying in Jefferson County Mo.: Part of U. S. Survey No 2978, originally confirmed to John Connor, under Isaac Vanmeter, being in the West half of said Survey, beginning in S.W. corner, thence North E. crossing the creek to a stone 1 foot by 7 in marked N. O. & S.W. O, thence N 30 W. 1 mile to original line a stone set for corner, then with original line to the N.W. corner, then with original line to the beginning; and did then and there tear down one barn & sheds there standing and scattered the logs & boards, forcibly turned out of said barns the horses of plaintiff, his waggon & wheat fan, cut sundry trees of plaintiff on said land, about one acre, before the 31st of May 1856, and opened the enclosures so as to expose the crops & fields of plaintiff to stock & animals from without and are proceeding to erect a road over said land contrary to & without any authority from plaintiff, who did give the road right of but to be on the North side of his house, but the road erecting is on the South side, which runs the road right through 2 fields & cuts off several acres of the field so as to deprive plaintiff of the entire use of part of his cleared land, whereas by running the road North of the house would have been of comparative little damage and also by running South it causes a part of the land to overflow, & both injuring the land and health of plaintiff. — Defendants have commenced to not only open the road 100 feet on the line but have gone over 100 feet to take dirt; all without condemning the right of way — Plaintiff considers himself injured \$500 — for all these damages, for which he asks Judgment; Also he prays this court for injunction to restrain defendants

from running said road over the premises aforesaid but
confine them to the North side of his house according
to his said bond & all other & further orders as may be
necessary

J. A. Beal atty for Plaintiff

State of Missouri }
County of Jefferson } J. A. Beal atty for the plaintiff makes
oath & says that he believes (from information) that the fore-
going petition & the matters as therein stated are true
Sworn to and subscribed before me
June 26th 1856 } J. A. Beal
Thos. C. Melcher clk By E. Honeydeft }

A true copy of the original petition &
affidavit on file in my office in said cause.

In Testimony whereof I hereto set my hand
and affix the seal of said Court at office
July 28th 1856 Thos. C. Melcher Clerk
By E. Honeydeft

COUNTY OF JEFFERSON, SS.

The State of Missouri.

To the Sheriff of the County of ^{Saint Louis} ~~Jefferson~~ -- Greeting:

We command you, that you summon The St Louis and Iron Mountain
Rail Road Company

----- if they be
found in your County, that they be and appear before the Hon.
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 fourth Monday of November
next, then and there to answer unto George W. Agle

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

Witness, THO. C. FLETCHER, Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at
office, in Hillsboro, this 31th
day of Decr A. D. 1856.

Thos C Fletcher

CLERK CIRCUIT COURT.

No. 12
To the Circuit Court Jefferson
County. Nov Term 1856.

George W Ogle
vs } Common
The St Louis & Iron Mountain
Railroad company.

Executed this Writ in Saint Louis County
August 27th 1856 by delivering a true Copy
of the same and Petition to Madison Miller
President of the Saint Louis & Iron Mountain Rail
Road Company

W. C. Smith

Fee \$ 10
paid by self

Marshal
By Henry McKim
Sept

COUNTY OF JEFFERSON, SS.

The State of Missouri.

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

We command you, that you summon Joseph Campbell

----- if - he - be
found in your County, that - he - be and appear before the Hon.
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 fourth Monday of November
next, then and there to answer unto George W. Ogle

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

Witness, THO. C. FLETCHER, Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at
office, in Hillsboro, this 30th
day of July A. D. 1856

Thos C Fletcher

CLERK CIRCUIT COURT.

I Executed the within writ at the County of Jefferson
on the 9th Day of August AD 1856 by Delivering to
Joseph Campbell a true copy of the within writ and
the annexed petition as furnished by the Clerk
Augustine Wiley Sheriff

No.
To the Circuit Court
Newbern 1856.

George H. Ogle
vs. }
Common
Joseph Campbell

Sheriff's fees \$1.00

George M. Ogle - plaintiff
vs.
Joseph Campbell, &
The St. Louis & Iron
Mountain Rail Road
Company, — Defendants

In the Cir-
cuit Court
Jefferson
County,

The St. Louis & Iron Mountain
Rail Road Company, a defendant, by
Abner Green its Attorney, for answer
to plaintiff's petition, states that said
company being only incorporated by
law and as such, having the right
by the terms of its charter to con-
struct a Rail road from St. Louis
to the Iron Mountain, and for such
purpose to procure the right of way
and Condemn land, to the extent of
one hundred feet in width, did
locate their said Road through the
land described in plaintiff's petition,
and that, on the 4th day of April
1853, the Plaintiff made and execu-
ted his Bond, under his hand & seal,
to said Company, binding himself
in consideration of one dollar paid
him ^{by said company} to execute a conveyance
granting the perpetual right of
way through said land to the
extent of one hundred feet ^{in width} to said
Company, with the privilege of en-
tering upon said land, & taking
therefrom earth, gravel, stone &c,
for the construction of said Road
Said Company had therefore the

legal right by virtue of said Contract
to enter upon said land, and to lo-
cate their said Road 100 feet wide ^{there on}
& to remove therefrom whatever en-
cumbered said Road Tract, - said
Company therefore, entered upon ^{said} land,
and by its Agents and Workmen, re-
moved said barn, sheds, wagon, wheat
fan, ^{trees,} and logs from said road tract,
and built a fence on each side of
said Tract, being 100 feet wide as a-
foresaid. This said Company avers
they had a right to do, by virtue of
said Contract. Said Company denies
therefore ^{that} it, ^{on the 31st of May 1856, at any time,} wrongfully removed said
Barn, shed, wagon, fan, trees, logs, &
turned out the horses, and denies
that plaintiff's Bond gave the
right of way only on the North
side of his house. Said Bond
bound Plaintiff to grant the right
of way to the extent of 100 feet
in width, unconditionally, without
any reservation whatever. Said Com-
pany opened plaintiff's fields only
while they were building the fences
on the line ^{without exposing his crops to danger,} which they had a right
to do. Said Company denies that
the construction of said Road
causes the water to overflow plain-
tiff's land, and denies that it has
taken more land for the construc-
tion of said Road, than they were
entitled to under said Contract.

Said Company therefore denies that they have committed any trespass upon the lands of plaintiff, denies that plaintiff has any right to an injunction, and denies that plaintiff has any cause of action against said Company, or that he is damaged \$500, or is entitled to any damages whatever. A certified copy of ^{said} Bond is hereto annexed as part of this answer.

} Abner Green
} Attorney for said
} Company

Abner Green, Attorney
for said Company makes ^{oath} and says
he believes the above answer and the
matter therein as stated to be true,

Sworn to and Subscribed }

before me Feb'y 28' 1854 }

Thos. C. Fletcher Clerk }

By C. H. Hawley Sept

Abner Green

in Jefferson Circuit
Court

Geo. M. Oglesby,

vs,
Joseph Campbell
& H. Lewis & A. M.
Reid Road Co,

Shower of
the Company

Filed July 28th 1859

George M. Ogle

vs.

Joseph Campbell
and the St. Louis & Iron
Mountain Rail Road
Company.

In the Circuit
Court of Jefferson
County,

Joseph Campbell, for an-
swer to plaintiff's petition, states that he
is now, and was on the 31st day of May
1856, a Contractor on Section No. 36,
of the St. Louis & Iron Mountain Rail
Road, which section adjoins the one
that extends over that part of the
line of said Road, which is located
on the land of plaintiff, described in
his petition. He states that said Co.
mpany holds plaintiff's Bond for
the right of way through the land
described in his petition, dated the
4th day of April 1853, by virtue of
which said Company had the right,
by its Officers, Agents, & workmen, to en-
ter upon the land of Plaintiff, and
remove from the Road track (located
thereon, 100 feet wide,) whatever en-
cumbered it. Defendant further states
that he was engaged by H. M. Man-
assville, resident Engineer on said Road,
having in charge at the time that por-
tion of the Road, which includes
plaintiff's land as described, to
remove said bar and other encum-
brances off said Road track, - that
he did therefore as Agent & workman
for said Company, & at the instance

and request of said Engineer, pull
down & remove said Barn & sheds,
wheat farm and wagon, which were
standing on said Road track - that
he opened the door & let the horse out
of the stable ^{or barn} as plaintiff ^{had} neglected
to do so, seeing that ^{Defendant} ~~he~~ was there
at work for the Company, - that he
tore down only a ^{one} ~~part~~ ^{span} of
fence which ^{was attached to said barn} ~~was in the way of~~
on said Road track, & immediately
rebuilt the same, not allowing
any cattle of plaintiff to pass, and
not exposing his crops to damage
^{All of which crops he has a right to, as Agent for said Company}
during the time. Defendant denies
^{therefore that he wrongfully entered on plaintiff's land, and}
^{denies} that he scattered the boards & logs of
Plaintiff, and denies that he cut down
any trees whatever on Plaintiff's
land, and denies that he opened his
enclosures, so as to endanger his
crops, or so as to allow cattle to pass.
He denies that said Bond to the
Company gives the right of way
only on the North side of plain-
tiff's house, but says it gives the
right of way to the Company un-
conditionally without any reser-
vation whatever. He denies that
he did any ^{act} which causes the
water to overflow plaintiff's land.
He therefore denies committing any
trespass upon plaintiff's land,
and denies that he has done plain-
tiff any injury, and denies that
plaintiff has any right to any

damages whatever against this
defendant. — A certified copy of
said Bond is hereto annexed as
part of this answer.

Joseph Campbell

Joseph Campbell defendant, makes
oath and says the above Answer
and the matters therein as stated,
he believes to be true.

sworn to and sub- } Joseph Campbell
scribed before me }

this 27th day of
February 1857.

Abner Green }
Justice of the peace }

1673

An Ancient Court
Jefferson County

Geo. W. Ogle
vs.

Joseph Campbell
vs. John B. M. R. R.
Company

Answer of
Joseph Campbell

Filed July 28th 1854
Thos. Fletcher
Clerk

Compulsed by agreement
of parties before Me &c
Each party to pay 1/2 costs

Chad

Plaintiff by leave of the court files the following supplemental petition to the original petition.

The said defendant fraudulently and falsely represented that the road would pass to the north of the dwelling house where the road would do but little damage and the benefits of the road would be equivalent to the damage but the contrary happened and contrary to their understanding and representations of the company as understood by the parties made at the time of the execution of the agreement, located the road south of his house and thereby passed through his fields and included one of his stubbles within the mowed part and also passed so near another of his stubbles as to render it useless or nearly so. Said plaintiff says that the said agreement was obtained from them by fraud and misrepresentation as to where the road would be located and is in no wise binding upon them.

Plaintiff further says that the fence built along the road for the company is insufficient the spaces between the posts being too wide and so wide that pigs and hogs can get through near the bottom and stock can run their heads through near the top and in consequence of the insufficiency of said fence his crops growing upon his fields are liable to be damaged or destroyed.

The land upon which the road by the understanding was to pass ^{was} of but little value and the location of the road upon ~~land~~ of

but trifling injury to the farm but the road
was located through their farm and upon valuable
land worth at least fifty dollars per acre

Plaintiff pray damages for the injury done
there and for the value of their land in addition
to what was prayed in the original petition

Beal & Linsell

G W Ogle makes oath and says that
the foregoing supplemental petition
and the matters therein as stated he
believes to be true G W Ogle

Sworn to and Subscribed

before me June 2^d 1857

Elias H. Honey clerk

S M Specter
opened -

W. Lewis & sons

Wm - R R Co

Et al

Ampleman

petition

Filed June 20 1854

Oliver H. H. H.

Att'y

George W. Ogle, Plaintiff,
 vs.
 The St. Louis & Iron Mountain
 Rail Road Company, and
 Joseph Campbell, - Defs.

In the Circuit
 Court, Jefferson
 County, Missouri

The Defendants demur to the Supple-
 mental Petition of Plaintiff, and state the
 following grounds of objection.

- 1st - There is no allegation in said petition, that
 the Defendants falsely or fraudulently misrep-
 resented any material existing fact, in relation
 to the subject matter of the contract.
 - 2nd - The representation that the Road would
 pass North of plaintiff's Dwelling House, was
 a mere matter of opinion, or supposition, - a-
 bout which Plaintiff knew as much as De-
 fendant's Agent, - and was not a matter to be
 relied on by Plaintiff, but, was a subject for
 a condition in the contract. It was not there-
 fore a false representation.
 - 3 - It is not averred that Defendant represented,
 that the Road had been located North of Plaintiff's
 Dwelling House, and that such representation
 was false.
 - 4 - The allegation that the fence built by the
 Defendant, is insufficient, does not ^{show} any cause
 of action, - as the Defendant is not liable for dam-
 ages which have not yet accrued.
 - 5 - Said Supplemental Petition does not show
 any reason why the written Contract made
 by Plaintiff, should be set aside.
 - 6 - It does not state facts sufficient to constitute
 a cause of action. }
- Abner Green,
 Attorney for Defendants,

The Circuit Court
Jefferson County

Geo. W. Egge
vs.
H. Lewis & Son, M, R, Co,
of Joseph Campbell

Plaintiff
vs
Defendant
to Supplemental
Petition

Filed Aug 30th 1858
Geo W. Honeywell

Entered

200

COUNTY OF JEFFERSON.

The State of Missouri,

To J. H. Brown. *breach of the*

Greeting:

You are hereby commanded, that, acting under all manner of
 process and delay, you appear before our *breach of the* Court for the
 County aforesaid, on the 25th day of November next
 at St. Louis; then and there to testify, and the truth to say in a
 certain matter of controversy, now pending in our said Court, between
 George W. Cole *plaintiff and*
 Messrs John M. R. R. & Co. *defendants on the part*
 of *of* *of*

and herein you are so warned to fail.

Witness ~~THOMAS C. FLETCHER~~ *St. Louis* Clerk of our said Court

with the Seal thereof hereunto affixed, at office this

21st day of October A. D. 1857

Geo. J. H. H. H.
 Clerk.

I Executed the within writ on Josiah Hull
on the 11th day of November 1857 by reading
in his presence and hearing and also on
P H Buren on the 25th Day of Nov. 1857 by him said
Buren refusing to hear the same read
Augustine Wiley Sheriff

Do. Council Court

November 1857

W. W. Gale

vs J. H. Gale

At Law then in R R C

for P H

At Buren

Josiah Hull

Sherriff's fee \$1.00

COUNTY OF JEFFERSON.

The State of Missouri,

To

C. A. Breen

Greeting:

You are hereby commanded, that seeing with all manner of
care and delay you appear before our several Court for the
County aforesaid, on the 21st day of November 1854
at St. Louis, then and there to testify, and the truth to say in a
certain matter of controversy, now pending in our said Court, wherein
James Smith Weston are Plaintiff and
George W. Gleason are Defendant on the part
of defendants and herein you are in no wise to fail.

Edithes, THOMAS C. FLETCHER

Deot of our said Court

with the Seal thereof hereto affixed, at office this

21st day of November A. D. 1854

Chas J Henry

Clerk.

cut
Sheriff fee 30

I executed the within writ at the county
of Jefferson State of Missouri on Paschal Buren
by reading the same within his presence and
hearing on the 25th day of November 1857
P. Ward, Deputy Sheriff

COUNTY OF JEFFERSON.

The State of Missouri, *Donnal A. Starn*

To

John Trap & Co

Greeting:

You are hereby commanded, that selling aside all manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the 26th day of November 1857 at St. Louis, then and there to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein *George M. G. & family*

Plaintiff and

M. Davis & Son is

Defendant in the said

of *Plaintiff* and herein were we in no wise to fail.

Witness,

Edw. H. Miller
~~THOMAS C. MITCHELL~~

Clerk of our said Court

with the Seal thereof hereto affixed, at office this

23rd

day of November A. D. 1857

Edw. J. H. Miller

Clerk.

I executed the within writ at the county
Jefferson on Paschal Buren & John Straup
by reading the same within their presence
and hearing on the 25th day of November
1857 Oscar B. Love, Dep^t Sheriff

G. W. Ogles

vs

Paschal Buren &
John Straup

for pen

Paschal Buren

John Straup

Sheriff fee \$11.00

George W. Ogle, Plaintiff } In the Circuit
Against } Court of Jefferson
Joseph Campbell, and } County Missouri,
The St. Louis Iron Mountain }
Railroad Company, Defendants.

Joseph Campbell, defendant, in answer to plaintiff's supplemental petition, states that he has no personal knowledge of the matter but, from information received, he believes, said Company made no false and fraudulent representations that the Road would pass North of Plaintiff's Dwelling House at the time he executed his Bond for the right of way, and he believes the Company had no such understanding with plaintiff at the time, and that said Road was not fraudulently located South of the House of plaintiff. And from all the knowledge he has received, he believes the allegation that the Company obtained said Bond from plaintiff by fraud and misrepresentation as to where the Road would be located, is totally false. He states that said Company has now and had at the time said Trespasses ~~were~~ alleged to have been committed, a valid Bond from Plaintiff for the unconditional right of way through his lands, and that therefore this Defendant is not liable in damages, for removing said stables and other property off the Road track, as he was at the time acting as Agent or workman for the Company. Abner Green
} Attorney for Defendant

Joseph Campbell, a defendant, makes
oath and says the foregoing Answer and the
matters therein as stated he believes to be
true.

Sworn to & Subscribed
before me. Dec 1st 1857
Elias J. Honey clk

Joseph Campbell

Geo. W. Ogee

vs.

H. Lavin & S. M. R. R.
Co. - & Campbell

Answer of

Campbell to

Supplemental Petition

Filed Dec 1st 1857

Elias J. Honey clk

George W. Ogle, plaintiff
Against
Joseph Campbell and
The St. Louis & Iron Mountain
Rail Road Company, Defendant.

In the Circuit
Court of Jefferson
County Missouri

Answer of said Company to Plaintiff's
Supplemental Petition
+ additional answer to the original Petition.

The St. Louis & Iron Mountain Rail Road
Company, by its Attorney, for answer to said
Supplemental Petition, says that it is not
true, as stated in said petition, that said
Company fraudulently and falsely repre-
sented that said Road would pass to the
North of Plaintiff's Dwelling House, and
denies that there was any such ^{false} represen-
tation or understanding between the parties,
as the time Plaintiff gave his Bond for
any representations as to where the Road would be located, was
the right of way. Said Company denies
that it falsely and fraudulently located
its said Road on the South side of Plai-
ntiff's Dwelling House, contrary to any ^{such} un-
derstanding ^{or agreement} between the parties. Said Com-
pany denies ^{that} it obtained Plaintiff's Bond
or agreement for the right of way through
said Land, by fraud and misrepresentation,
as to where the Road would be located, and
denies the allegation that said ^{Bond} is not binding
on Plaintiff. Said Company says said
Bond for the right of way through Plaintiff's
Land, was obtained from him fairly and
honestly, and is therefore binding on Plaintiff.
Said Company therefore says it is entitled
to the right of way through Plaintiff's Land,
described in his original petition, to the extent
of one hundred feet in width, by virtue

made by the company is subject to more
matter of opinion and not an assurance
to said company.

of said Bond, - and said Company therefore denies that it is liable to plaintiff for the value of the land taken for the purposes of said Road, and denies plaintiff's right to recover the damages prayed in the supplemental petition, or the original petition, and denies plaintiff's right to recover any damages whatever. Said Company denies that it removed any barn, sheds, logs, boards, hay, or wheat fan, trees, or turned out plaintiff's horses, or opened the inclosures, except such as were then standing and being upon the road track of Defendant, then located one hundred feet wide & for which said Company held at the time plaintiff's Bond for the right of way, - and which said Company says it had a right to remove off said Road Track by virtue of said Bond, - Said Company further says, that if the construction of said Road, causes any back-water to overflow plaintiff's land, it is because plaintiff refused to permit said Company to cut a ditch to drain off the water, and which the Company offered to do, and which ditch would not have done any injury to plaintiff's land. The Company therefore denies that it is liable to plaintiff for damages on this score. The Company denies that the fence is insufficient, or that it is liable for damages on that allegation.

Geo. M. Dyce

is,

M. Smith & Son, W.
R. R. Co, & Campbell

Answer of Co.
to Supplemental
Exhibition

George W. Egle, plaintiff
Against
Joseph Campbell, and
the St. Louis & Iron Mountain
Rail Road Company, -
defendants.

In the Circuit
Court Jefferson
County,

Answer of said Company to plaintiff's
supplemental petition, and also additional
answer to the original petition.

The St. Louis & Iron Mountain Rail Road
Company by its Attorney, for Answer to said
petition, says that it is not true, as alleged,
that said Company fraudulently and falsely
represented, at the time it obtained plain-
tiff's Bond for the right of way, that said
Road would be located North of plain-
tiff's dwelling house, - and said Company
denies that any false or fraudulent rep-
resentation ~~was made~~ to induce plaintiff
to give said Bond, either by the Company or
its Agent. The Company states that, if any
representation, as to where said Road would be
located, was made by Thomas M. Morine, the
Agent for the Company in getting the right
of way, at the time said Bond was executed,
it was given and made as a mere matter
of opinion of said Agent, and not for any
fraudulent purpose, or as an assurance bind-
ing on said Company. - Said Company denies
that it falsely and fraudulently located its
said Road on the south side of plaintiff's
dwelling house, contrary to any understand-
ing or agreement of the parties, - and denies
that it obtained plaintiff's Bond for the right

of way through plaintiff's land, by fraud and misrepresentation, as to where ~~the~~ Road would be located. It therefore says said Bond is obligatory on plaintiff, and gives the Company the right of way through plaintiff's land unconditionally, to the extent of 100 feet in width. Said Company therefore denies that it is liable to plaintiff for the value of the land taken for the purposes of said Road. Said Company denies that it removed any barn, stable, sheds, logs, boards, wagon, wheat fan, or trees, from plaintiff's land, except such as were then standing and being upon said Road track 100 feet in width - and which the Company avers it had a right to remove by virtue of said Bond. Said Company further says, that if the construction of said Road, causes the plaintiff's land to overflow, (which is denied) it is because plaintiff refused to permit the Company to cut a ditch on plaintiff's land to drain off the water, and which the Company offered to do, without causing any injury to the land of plaintiff. The Company therefore denies that it is liable to plaintiff for damages on this score. It also denies that the fence constructed on plaintiff's land by the Company is insufficient, or that it is liable on that allegation of plaintiff. - The Company therefore denies that it is liable to plaintiff for \$300, the damages prayed in the original petition or for any damages whatever, or for the ^{value of the} land taken in the con-

struction of said Road or for any
relief prayed in the supplemental
petition

} Abner Green
} Atty. for ~~said~~
} Company

Abner Green, Attorney ^{for} said Company
makes oath and says the above Answer
and the matters therein as stated
he believes to be true.

Subscribed
before me Decr 2nd 1857

} Abner Green
} Atty for said Company

Elias J. Honey Clerk

In Circuit Court
Jefferson County

George W. Ogge
vs.
The St. Louis & Iron
Mountain R.R. Co.

Answer of
said Company to
supplemental petition

Filed December 1897
Chas O'Conley Clk.

COUNTY OF JEFFERSON.

The State of Missouri,

To J. H. Brown, Henry Cole, Sarah Wheel, John Strocks
Greeting:

You are hereby commanded, that selling aside all manner of
excuse and delay, you appear before our Sheriff - Court for the
County aforesaid, on the 26th day of October next
at St. Louis, there and there to testify, and the truth to say in a
certain matter of controversy, now pending in our said Court, wherein

George H. Cole is Plaintiff and

Stearns Iron and Nail Road Co's Defendant on the part

of All and herein you are to make do just.

Witness, ~~THOMAS V. FLETCHER~~ Clerk of our said Court

with the Seal thereof hereto affixed, at office this

day of A. D. 1855

Chas. J. Henry Clerk.

To Circuit Court
Oct. Term 1858

Geo. W. Ogile

vs
St Louis Iron Mt RRCo

for Debt

J. H. Burren

Henry Ogile

Jonah Hull

John Thrupe

Sheriff fees \$2.00

I Entered the within writ at
the County of Jefferson on 23rd day
of October 1858 by Reading the
same in the Presence and
hearing of Jonah Hull Henry
Ogile J. H. Burren and John
Thrupe near Denver Sheriff
by J. H. Burren Deft

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To *J. H. Burren Hog. Ogde. Duah Street*
John Brooks

GREETING:

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our *Severed* Court for the County aforesaid, on the

Seventh day of June next at Hillsboro, then and there

to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein *George H. Ogde is* Plaintiff and *the McDevitts and Mr. A. R. Co.* Defendant on the

part of

Ogde

and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court
with the Seal thereof hereto affixed, at office this

28th

day of

April

A. D. 1859

Elias F. Honey

Clerk.

To Circuit Court
June Term 1859

Geo W. Doyle

vs.

Wm. L. Brown & Co

for Debt

P. H. Baren 21m

Henry Doyle

John. A. Rice 21m

Wm. Shoup

Sheriff fees \$2.00

I Executed the within writ the County
of Jefferson State of Missouri on the
10th day of May A D 1859 by Reading
the same in the Presence and hearing of
John Stroupe also on the 21st day on
P H Baren and John Noll Henry Doyle
ordered Not served by the
Plaintiff J. C. Pinner Deputy Sheriff

COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To *Holt Handville*

GREETING :

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our *County* Court for the County aforesaid, on the

8th day of June

at Hillsboro, then and there

to testify, and the truth to say in a certain matter of controversy, now pending in our said Court, wherein *Geo H Ogde is* Plaintiff and *the W Lewis Thayer & Co is* Defendant on the part of *defendant* and herein you are in no wise to fail.

WITNESS, ELIAS F. HONEY, Clerk of our said Court with the Seal thereof hereto affixed, at office this

7th day of *June* A. D. 185 *9*

Elias F. Honey

Clerk.

Geo W. Oggle

from Int R R Co

for deft

H. McManisville

Shew's fees 2.50

the within named Defendant not
found in say County June 11th May
1859
J. L. Parmer Deputy
Sheriff