

Jefferson County Direct Court

Case File - Civil

May 1866

Box

17 Folder

40

O'Fallon, John, Jr.

vs

Twining, William

Moody, Charles D.

Murray, [Unknown]

Hawmirel, J. G.

Stearse, William

### Injunction

Enjoin removal of staves, cord wood,  
and mill fixtures at Sulphur Springs

To Wm. Trining and Charles D. Maddy,  
Gents.

In accordance  
with the stipulations in article  
III. of the lease, entered into on June  
20<sup>th</sup> 1865, between us, James Burgess  
Eliza Burgess, Wm. Burgess and Eliz-  
abeth Allen and John O'Fallon jr.,  
as lessors, and yourselves as les-  
sees, we declare said lease to  
have been forfeited by you, on ac-  
count of having made default in  
the payment of rent, and we  
therefore take possession of the  
timber, <sup>and wood, stone timber & mill fixtures</sup> staves, etc., cut on the  
land, leased in said lease, and  
situated near Sulphur Springs,  
Jefferson Co., Mo.

This 11<sup>th</sup> day of April 1866.

James Burgess jr.  
James Burgess jr. as  
Agent of Wm. Burgess, Eliza  
Burgess, Elizabeth Allen  
D. J. Allen & John O'Fallon jr.

I served the foregoing Statute on  
Charles P. Mandy by leaving a copy  
thereof with him, and on Gm. Tru-  
mining by leaving a copy thereof  
with his agent C. H. Truining.  
John L. Thomas

Stella Chal  
3  
Charles Truining  
Truice

To Wm Trining & Charles D. Moody,  
Gents,

You are hereby notified, that I declare the lease, entered into between you as lessees and myself, John O'Fallon jr., as lessor, on the 20<sup>th</sup> of June 1865, by means of which I leased to you certain land near Sulphur Springs, Jefferson County, Mo., for the purpose of cutting timber etc. thereon, to have been forfeited by you, for the reason that default has been made in the payment of rent, and I therefore take possession of the <sup>stave timber, cordwood and mill fixtures</sup> staves, etc. on said land, in pursuance of the stipulations in Article VIII. of said lease.

This 11<sup>th</sup> day of April 1866.

James Burgess jr.  
Agent of John O'  
Fallon jr.

I served the foregoing notice by  
leaving a copy thereof with each  
Charles D. Mandy, and leaving a copy  
thereof with E. H. Trining as Agent  
of Wm Trining.

of Talon

in  
Mandy & Trining

---

notice

John O'Hallon Jr. Plaintiff  
vs  
Mr Twining and Charles D.  
Moody- Defendants

To Mr Twining and Charles D. Moody  
the above named Defendants:

You are hereby notified that  
I shall apply to two of the Justices of  
the Jefferson County Court at Hillsboro on  
the 11<sup>th</sup> day of April 1866 for an injunction  
against you restraining and enjoining you  
from removing any stone - stone timber  
cord wood - lumber, plank - Coburns - mills  
or mill fixtures from the land which  
you lease of me by a lease dated June  
20<sup>th</sup> 1865, and also from land leased of  
me & the Bengers heirs of the same  
date as the lease of me.

Thomas D. Shivers -  
Attys for Plaintiff

I Return the within on the 11<sup>th</sup> day of April 1866  
not served the within named deffendant not  
in my respectf County -

C. C. Fletcher Sheriff  
by John Vinyard Deft

John O'Halloran Jr.  
By  
Turner & Moody

Copy for Turner

John O' Fallon jr. plaintiff  
against  
Wm. Trimming, Charles D  
Moody, Wm. Murray  
J. L. Hammel and Wm. Stouse  
defendants.

In the Jefferson Circuit Court  
May Term 1866.

Plaintiff states, that he did on the 20<sup>th</sup> of  
June 1865, lease to Wm. Trimming and Charles  
D. Moody, two of said defendants, for a term  
of ten years, from and after the date thereof,  
the following real estate, situate in Jefferson  
Co. As wit: those parts of U. S. Surveys 1982,  
and 893, in Township 42, North of Range  
five and six and the N.E. fractional quarter  
of section 36, in Tann. 42, N. of Range 5  
east lying south of the following described  
line viz. commencing at the quarter section  
corner on the North line of section 36,  
aforesaid, thence south 5 chains to a white  
oak 30 inches in diameter which bears N. 80°  
west 6 links distant, thence S. 78° east  
12½ chains to a hickory 13 inches in diam-  
eter which bears N. 82° W. 21 links and  
a hickory which bears S. 78° E. 20 links  
distant, thence N. 71½ E. 6 chains to  
a black oak 24 inches in diameter which

bears S.  $68^{\circ}$  W. 17 links distant - thence North  $65\frac{1}{2}^{\circ}$  E.  $8\frac{1}{2}$  chains to a black oak 4 inches in diameter which bears North  $66^{\circ}$  east 15 links distant and a hickory 14 inches in diameter which bears S.  $22^{\circ}$  W. 35 links distant, thence North  $42^{\circ}$  E. 23 chains to a hickory 6 inches in diameter which bears S.  $70^{\circ}$  west 24 links distant and a black oak 10 inches in diameter which bears N.  $80^{\circ}$  west 34 links distant - thence S.  $11\frac{1}{2}^{\circ}$  east 28.16 chains to a post, thence S.  $76^{\circ}$  E. 35.3 chains to a post, thence N.  $19\frac{1}{2}^{\circ}$  E. 9 chains to a post, thence N.  $3^{\circ}$  east 24.32 chains to the south line of survey 747, thence along said line S.  $82^{\circ}$  east to the N.E. corner of survey 1982.

Also the south half of the N.W. quarter of section 36, aforesaid containing 80 acres, also the N.E. quarter of section 35, in Township 42 N. of Range 3, ~~east~~, also the North west fractional qr. of section 35, aforesaid, also the S.E. and S.W. fractional quarters of section 26, in Town. 42, N. of R. 3, said last described 4 tracts containing about 453 acres.

Also the S.E. fractional  $\frac{1}{4}$  of section

19. Township 42, N. of R. 6, containing 125  $\frac{6}{100}$  acres, also the south east qr. of the North east quarter of section 24, in Township 42, N. of R. 5, also the west half of the south west quarter of section 19, Twp. 42, N. of R. 6, also the west half of the N.E. qr. of sect 24, in Twp. 42, N. of R. 5, also the south half of the N.W. qr. of sect 19, in Twp. 42, N. of R. 6, which land was leased to said Trining and Moody for the purpose of cutting the timber and wood (cord) hoop poles and staves therefrom solely,

also the sawmill, Engine, hauler and machinery belonging thereto situate on land of lessor and the double log house situate on the top of the ridge immediately North of the said mill as long as the mill is at its present site,

Plaintiff further states, that among other stipulations and covenants contained in said lease, a copy which is hereto the court shown, are the following to wit; and the parties of the second part (that is said Trining and Moody) agree in consideration of said lease and agreements on the part of party of the first part, (meaning him plaintiff) to pay said party of the first part the sum of \$20,000

Twenty thousand dollars in manner following to wit; \$500 upon the execution of this lease, \$500 on or before the 15<sup>th</sup> day of December AD 1865, and the sum of \$12<sup>50</sup>/<sub>100</sub> dollars per acre for every acre they may cut over on said premises, until the remaining sum of Nineteen Thousand dollars shall have been paid, and such payments shall become due and payable to the party of the first part at the expiration of every three months and that the first payment shall become due on or before the 20<sup>th</sup> day of December AD 1865, and in the event that

And the parties of the second part for, they agree that the sum of not less than 2500 dollars in addition to the \$500, paid on the execution of this lease and the 500 dollars, to be paid on the 15<sup>th</sup> December 1865, shall become due and payable to the party of the first part during the first year of this lease and not less than the sum of 3000 dollars per annum during the 2<sup>nd</sup>, 3<sup>d</sup>, 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> years of this lease, and the sum of 1500 dollars during the 7<sup>th</sup> year of this lease, provided the said sum of Twenty thousand dollars shall have not been per-

viously paid, it being the intent to pay the sum of Twenty thousand dollars in all and no more.

Plaintiff further states, that the defendants Emwing and Moody in said lease by Article XIII thereof agreed as follows: "And the said party of the second part agree that the said party of the first part shall have a lien upon all the timber, staves, cordwood and fixtures to the mill to secure the payment of said rent as it accrues and the performance of all the covenants and conditions of this lease on their part - and in case default shall be made by the party of the second part in the payment of rent or in the performance of either of said covenants, then the party of the first part shall have the right to forfeit this lease and to take immediate possession of said timber staves, cordwood and fixtures, and sell the same at public sale, after having given 30 days notice of the time, place and terms of said sale by publication of the same in any newspaper published in said Jefferson County, or in St Louis County if there be none published in Jefferson County, and also by posting

up two written notices of said sale one at some conspicuous place of on said mill above described, and one on the door of the post office at Sulphur Springs in said Jefferson County and the party of the first part shall apply the proceeds of such sale, if any there be to the payment of said sale and the indebtedness due the party of the first part, and the surplus if there be any shall be paid to the party of the second part, and it is further agreed, that in case said party shall prior to any actual sale as above provided, pay said party of the first part whatever is due to him under this lease, and costs of said proceedings then the party of the first part shall relinquish said timber, staves, cord wood, fixtures etc. and the party of the second part shall be reinstated in the possession of the same and shall be permitted to proceed as originally in the prosecution of their business, provided they do so immediately.

Plaintiff further states, that said Mining and Mandy in article XVI of said lease agreed to pay plaintiff an additional sum of  $2\frac{1}{2}$  dollars per acre in quarterly payments

as aforesaid an every acre, put over an  
tract, described in claim No. 8, which  
additional sum is to be credited on the  
Twenty thousand dollars.

Plaintiff further states, that defendants  
Triming and Moody commenced cutting  
the timber etc. off said land in the  
year 1865, in pursuance of the Lease  
and stipulations therein contained, that  
they have cut over about 110 acres of  
land the land described above <sup>East of the main dividing ridge</sup> up to the  
1<sup>st</sup> of April 1866, that by the terms of  
said lease as set forth in the foregoing  
part of this petition said Triming and  
Moody have become liable to pay Plain-  
tiff \$1650. ~~thirteen~~ <sup>Sixteen</sup> Hundred and ~~forty~~ <sup>fifty</sup>  
~~five~~ dollars, which amount is yet due Plaintiff

Plaintiff further states that said Trim-  
ing & Moody have saved on said  
premises about fifty five  
thousand staves, that they have cut about  
Three hundred & fifty cords of wood, and have  
on hand other timber not yet removed from  
said land, upon all of which as well as  
upon the fixtures to the mill Plaintiff  
has a lien for the payment of said  
sum of \$1650, by reason of the failure  
of said Triming and Moody to pay  
the same, when it became due, no

part of which is yet paid, although they have been often requested to do so.

Plaintiff further states that within the last few days, said Trining and Moody have turned over to Murray, Wm. Stause and J. G. Hammel said staves, timber etc. which they the said Murray, Wm. Stause and J. G. Hammel are removing to the R. R. with the intent to ship the same to St. Louis, to be there sold.

Plaintiff avers, that said Murray, Stause and Hammel well knew, before they received said staves & timber that Plaintiffs had a lien thereon for the payment of his rent, and that there was a large sum of money due plaintiff from said Trining and Moody.

Plaintiff further states that said Trining and Moody, Murray, Stause and Hammel are utterly insolvent, so that a suit at law against them would be unavailing, that plaintiff is in great danger of losing his lien upon said staves, timber and mill fixtures, by reason of the acts of all the defendants, which would cause irreparable damages to him.

Plaintiff therefore prays the court  
to grant an injunction against the  
defendants to restrain and enjoin them  
from removing said staves, cordwood  
other timbers or mill fixtures from  
said land or from the landing at  
Sulphur Springs or out of Jefferson  
County Missouri and to order the same  
to be delivered over to plaintiff, so  
that they he may proceed to sell the  
same in pursuance of the terms of  
said lease & for other proper relief.  
Thomas & Others  
Atty for plff

James Burgess jr. agent of plaintiff  
makes oath and says, that he believes,  
the foregoing petition and the matters  
as therein stated to be true.

Examined and subscr  
scribed before me  
this 11<sup>th</sup> day of April  
1866

James Burgess jr

Wm F. Fehner,  
Notary public,

John D. Allen Jr.

27

Turning Sheet

Pelton  
for  
the  
factory

Filed April 11th 1866  
Exam. H. H. J. J. J.

John O'Fallon jr. plaintiff  
against

Wm. Trining, Charles D

Moody

Murray

J. G. Hammel and dependants.

In the Jefferson County Circuit  
Court May Term 1866,

To the Sheriff of the County of Jefferson  
Missouri,

Whereas on this 11<sup>th</sup> day of April 1866  
the above plaintiff John O'Fallon jr. pre-  
sented his petition to the undersigned, two  
of the Justices of the County Court of Jef-  
ferson County Mo. in vacation, pray-  
ing an injunction against the above  
dependants to enjoin and restrain them  
from removing staves, stove timber  
hard wood, mills and mill fixtures  
from the lands of plaintiff, described  
in said petition, and out of the County  
of Jefferson and showing to the satisfac-  
tion of the undersigned Justices, that  
due notice has been given to said de-  
pendants and that the Circuit Court  
of said County is not now in  
session in said County, and it  
appearing from the said petition  
of the plaintiff that he is the owner

of the land, therein described, and that the defendants are about removing therefrom staves, stave timber, cord wood and mill fixtures to the injury of the rights of the plaintiff, it is therefore ordered by the undersigned two Justices of the said county court in vacation that the said injunction be granted, the Plaintiff having filed Bond to the satisfaction of the undersigned two Justices.

You are therefore commanded, that you give notice to the said defendants or their agents, employees and servants that they are hereby ordered enjoined and restrained from removing from the lands of plaintiff, and out of the county of Jefferson Mo. any staves, stave timber, cord wood mills and mill fixtures during the pendency of this action and until the further Orders of said Circuit Court at your peril. said land being situated in Jefferson county Mo. and described as follows: those parts of U. S. survey 1982 and 893. in Tannish. 42, North of Ranges five and six and the N. E. corner of section 36 in Tannish 42.

N. of Range 5, lying south of the following  
described line viz. commencing at the  
quarter section corner on the North line  
of section 36, aforesaid, thence south  
5 chains to a white oak 30 in. in diameter  
which bears N.  $80^{\circ}$  west 6 links distant  
thence south  $78^{\circ}$  east  $17\frac{1}{2}$  chains to a  
hickory 13 inches in diameter which  
bears N.  $82^{\circ}$  west 21 links and a hi-  
chory, which bears S.  $28^{\circ}$  E. 20 links  
distant, thence N.  $71\frac{1}{2}^{\circ}$  E. 6 chains to  
a black oak 24 inches in diameter  
which bears S.  $68^{\circ}$  W. 17 links distant  
thence N.  $65\frac{1}{2}^{\circ}$  E.  $8\frac{1}{2}$  chains to a black  
oak 4 inches in diameter, which bears  
N.  $66^{\circ}$  east 15 links distant and a hick-  
ory 14 inches in diameter which bears  
S.  $22^{\circ}$  W. 35 links distant, thence North  
 $42^{\circ}$  E. 23 chains to a hickory 6 inches  
in diameter which bears S.  $70^{\circ}$  west 24  
links distant and a black oak 10 in-  
ches in diameter which bears N.  $80^{\circ}$   
west 34 links distant - thence S.  $11\frac{1}{2}^{\circ}$   
east 28.16 chains to a post, thence  
S.  $76^{\circ}$  E. 35.3 chains to a post, thence  
N.  $19\frac{1}{2}^{\circ}$  E. 9 chains to a post thence  
N.  $3^{\circ}$  east 24.32 chains to the south  
line of survey 747 thence along  
said line S.  $82^{\circ}$  east to the N.E. corner

of money 1982. Also the south half of  
the N. W. gr. of section 36. aforesaid  
containing 80 acres, also the N. E. gr.  
of section 35, in Tann. 42, N. of R.  
5. also the N. W. fractional gr. of sect.  
35 aforesaid, also the S. E. and S. W.  
fractional gr. of sect. 26, in Tann. 42,  
N. of R. 5, said last described 4 tracts  
containing about 453 acres. also  
the S. E. fr. gr. of sect. 19, Township 42,  
N. of R. 6, containing  $125\frac{61}{100}$  acres,  
also the south east gr. of the N. E. gr.  
of sect. 24, in Tann. 42, N. of R. 5,  
also the west half of the south west  
gr. of section 19, Tann. 42, N. of R. 6,  
also the west  $\frac{1}{2}$  of the N. E. gr. of sect.  
24, in Tann. 42, N. of R. 5, also the  
S.  $\frac{1}{2}$  of the N. W. gr. of sect. 19, in Tann.  
42, N. of R. 6.

And you are further to make  
return of this writ to the circuit  
court on the first day of the next  
term thereof to be begun and held  
at Hullshard on the 2<sup>d</sup> Monday  
in May next, and have you then  
and there this writ.

In witness whereof we,  
Wm. Vandamekrow and Fra J.  
Beckett, two of the Justices of

The County Court of Jefferson County  
Mo. have herewith subscribed  
our names this 11<sup>th</sup> day of April 1866,

Ira J. Beckett  
William Hendrickson  
County Court Justices

John C. McLaughlin

My dear Mr. McLaughlin

Very respectfully

Attest, Apr 11th 1866,  
Samuel M. B. by C. M. B.



land, therein described, and that the defendants are about removing therefrom staves, stave timber, hard wood and mill fixtures to the injury of the rights of the plaintiff, it is therefore ordered by the undersigned two justices, of the said County Court, in vacation: that the said injunction be granted, the plaintiff having filed Bond to the satisfaction of the undersigned two justices.

You are therefore commanded that you give notice to the said defendants or their agents, employees and servants, that they are hereby ordered enjoined and restrained from removing from the lands of Plaintiff and out of the County of Jefferson Mo., any staves, stave timber, hard wood, mills and mill fixtures during the pending of this action ~~being~~ and until the further orders of said Circuit Court at your peril said land being situate in Jefferson County Mo. and described as follows those parts of the Survey 1982 of Ranges five and six and the N.E. part of sec. 36. in Township 42, N. of Range 5 lying south of the following described line viz: commencing at the quarter section corner on the

North line of section 36, aforesaid, thence  
south 5° chains to a White Oak 30 inches  
in diameter which bears N 80° west 6  
links distant, thence south 75° east 12½  
chains to a hickory 13 inches in diameter  
which bears N 82° west 21 links, and a  
hickory which bears S 28° E 20 links dis-  
tant, thence N 71½ E. 6 chains to a black  
Oak 24 inches in diameter which bears  
N 68° W 17 links distant, thence N 65½ E,  
8½ chains to a Black Oak 4 inches di-  
ameter, which bears N 66° east 15 links  
distant and a hickory 14 inches in di-  
ameter which bears S 22° W 35 links dis-  
tant, thence north 42° E 23 chains to a  
hickory 6 inches in diameter which bears  
S 70° west 24 links distant and black Oak  
10 inches in diameter which bears N 80°  
west 34 links distant, - thence S 11½°  
east 26.16 chains to a post, thence S 76°  
E. 35.3 chains to a post, thence N 3°  
east 24.32 chains to the south line of  
Survey 747, thence ~~along~~ said line  
S 82° east to the N E corner of Survey 1952.  
Also the south half of the N ½ qtr of section  
36, aforesaid, containing 80 acres, also  
the N E qtr of section 35 in Town 42,  
N of R 5, also the N ½ fractional qtr

of Sect. 35, aforesaid, also the S.E. and  
S.W. fractional qr of sect 26. in Town  
42 N. of R 5. said last described 4 tracts  
containing about 453. Acres. also the S.E. qr  
of sect 19. Township 42, N. of R 6. contain-  
ing 125 <sup>1</sup>/<sub>4</sub> acres, also the south east qr of the  
N.E. qr of sect 24. in Town 42, N. of R 5.  
also the west half of the south west qr of  
section 19. Town 42, N. of R 6. also the  
west 1/2 of the N.E. qr of sect 24. in Town  
42, N. of R 5. also the S 1/2 of N.W. qr of sect.  
19. in Town 42, N. of R 6.

And you are further to make return  
of this writ to the Circuit Court on the  
first day of the next term thereof to be begun  
and held at Hillsboro on the 2<sup>d</sup> Monday  
in May next, and have your return  
and there this writ

In Witness whereof We Wm Hendrickson  
and Ira J Beckett, Justices of the peace  
of the County Court of Jefferson County  
Mo. have hereunto subscribed our names  
this 11<sup>th</sup> day of April 1866.

Ira J Beckett  
William Hendrickson  
County Court Justices

A true copy of the original order in  
his behalf made, on file in my office  
do itness Samuel A. Peppy clerk  
of the Circuit Court of said  
Jefferson County with the  
seal of said Court hereunto  
affixed this 12th day of April 1866



We, the undersigned, John O'Fallon By his  
agent, James Bugas as principal and  
Mr. W. Green & James Bugas, as sure-  
ties, acknowledge ourselves indebted to  
Wm. Tinning, Charles D. Moody  
Murray and J. G. Hammel and Wm.  
Stause, in the sum of ~~three~~ <sup>five</sup> thousand  
~~three hundred~~ dollars, for the payment  
of which we bind ourselves, our heirs  
executors and administrators.

The condition of the above bond  
is, that whereas John O'Fallon Jr.,  
has made this day application for an  
injunction before two of the Justices  
of the County Court of Jefferson County  
Mo., against said Wm. Tinning, Charles  
D. Moody Murray, J. G. Hammel  
and Wm. Stause to restrain them from  
removing any staves, stove timbers, board  
wood, mills and mill fixtures from  
the land leased by said John O'Fallon  
to said Wm. Tinning and Charles  
D. Moody by Lease dated 20<sup>th</sup> of  
June 1865, and from removing the  
same out of Jefferson County Mo., and  
whereas an injunction has been grant-  
ed by two of the Justices of said Court  
as requested, I am therefore, if  
said John O'Fallon Jr., shall  
abide the decision which

may

may be made thereon, and  
 pay all sums of money, dam-  
 ages and costs that may be  
 adjudged against him, if the  
 injunction shall be dissolved  
 then this bond to be void, oth-  
 erwise to remain in full force  
 and effect,

Witness our hands and  
 seals this eleventh day of  
 April 1866 at Hillsboro  
 Jefferson Co. Mo.

John O'Fallon Seal

By His agent, James Burge, Jr. Seal  
 James Burge, Jr.

W. H. Greene Seal

E. J. Honey Seal



Approved April 11 1866

Ira J. Beckett  
 William Hendrickson  
 County Court Justices

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. C. Hammel*

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 second Monday after the fourth  
Monday of *May* next, then and there to answer unto

*John C. Mallon Jr*

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

Witness, *S. A. Repp*, Clerk of our said Circuit

Court, with the seal thereof hereunto affixed, at office

in Hillsboro, this *Eleventh*

day of *April* A. D. 1866

*Seal*

*Samuel A. Repp*

Clerk Circuit Court.

TO JEFFERSON CIRCUIT COURT

May 2nd, 1866

John O'Fallon Jr  
vs  
Summers  
John D. Moody et al

Robert J. J. & Samuel

John O'Fallon Jr  
Plaintiff

v.

William Trining  
Charles D Moody  
— Murray  
J. G. Hamuch &  
Wm Stouss Defendants

Of the May Term,

A.D. 1866

Of the Jefferson County  
Circuit Court,

Charles D Moody, one of the above,  
named Defendants, for answer to Plaintiff's  
petition —

Admits that he did together with William  
Trining on the 20<sup>th</sup> June A.D. 1865 lease from S<sup>r</sup>  
Plaintiff the real estate described in said pe-  
tition together with the sawmill engine, boiler &  
machinery belonging thereto, and for the purposes  
therein mentioned —

S<sup>d</sup> Defendant further admits that Res lease  
contains the covenants and stipulations described  
in said petition

S<sup>d</sup> Defendant further admits that in pursuance  
of the terms of said lease, he commenced  
cutting the timber on that part of said  
leased land described as lying "east of the  
main dividing ridge" — but said Defendant  
denies that he has up to the 1<sup>st</sup> April A.D. 1866  
or since cut over one hundred and ten (110) acres

of said land, or 'about' that amount, and that he has become liable to pay, <sup>S<sup>d</sup> Plaintiff</sup> the sum of Sixteen hundred and fifty Dollars (\$1650<sup>00</sup>), and said Defendant avers that he has under & in pursuance of the terms of said lease, according to his best knowledge and belief, cut a portion of the timber, cordwood, hoop poles & staves on one hundred and six, 106, acres of said land ~~amount~~, and that said portion amounts in value to not more than two-thirds  $\frac{2}{3}$ , the value of the timber, cordwood, hoop poles & staves on said 106 acres at the time said Defendant commencing cutting therefrom under said lease, and that one-third  $\frac{1}{3}$ , the value of the timber, cordwood, hoop poles & staves, remained at the date of the commencement of this suit and still remains standing on said one hundred and six acres, and said Defendant avers that, after deducting the sum of Five hundred Dollars (\$500<sup>00</sup>), which has been paid said Plaintiff in addition to the sum of \$1000. <sup>±</sup> stipulated to be paid partly on the execution of S<sup>d</sup> lease & partly on the 15<sup>th</sup> Dec<sup>r</sup> AD 1865, there is due ~~there is due~~ S<sup>d</sup> Plaintiff under said lease the sum of Ten hundred and sixty Dollars and no more.

S<sup>d</sup> Defendant further avers that there is now on said leased land a large amount of cordwood, viz: Eight hundred cords, amounting in value to fifteen

hundred Dollar \$100<sup>00</sup>/<sub>100</sub>, also considerable kub  
timber amounting in value to seventy five Dollar  
\$75<sup>00</sup>/<sub>100</sub>, also considerable down timber amounting  
in value to one hundred Dollar \$100<sup>00</sup>/<sub>100</sub>, also  
one boarding house 45' x 18' with an ell 20' x 10',  
of the value of three hundred Dollar \$300<sup>00</sup>/<sub>100</sub>,  
also stove timber to the value of \$150<sup>00</sup>/<sub>100</sub>.

Said Defendant further answering denies that he has  
at any time "turned over" to Henry - Murray, Wm  
Stouse, and J. G. Hammel, or either of them,  
any staves, timber, &c. - but avers that in pursuance  
of the terms of said lease, and in accordance with its  
spirit and to pay a bona fide and existing debt, he  
sold to said Murray & Stouse, certain staves  
which they, said Murray & Stouse, have in part  
removed from said leased land.

Said Defendant further avers that he received  
said lease for the purpose of cutting timber, cord  
wood, hot poles, and stove timber, and selling the  
same - reference to which is herewith had - &  
that he has done nothing not in accordance with  
the spirit and terms of said lease; that S<sup>d</sup>  
Plaintiff was, at the commencement of this suit,  
& now is, abundantly secured in by his lien on  
the cordwood, staves & kub timber, boarding house &  
down timber above mentioned - that he has sus-  
tained large damages, <sup>viz. the sum of \$2000<sup>00</sup>/<sub>100</sub></sup> in consequence of the

granting of this injunction by the County Court  
of Jefferson County - and said Defendant  
prays that said injunction may be dissolved;  
that they be permitted to proceed in his  
business under said lease, viz: the cutting  
& selling of timber, cordwood, &c. that the  
Court will grant such damages as may  
seem right; and that the Court will render  
such other & further relief as to the Court may  
appear right & the interests of said Defendant  
may require.

Charles D. Moody per se

Charles D. Moody, Defendant, makes oath  
that the foregoing answer and the matters therein  
contained as stated he believes to be true -

Charles D. Moody

Subscribed & sworn to before  
me this 18<sup>th</sup> day May A.D. 1866  
Samuel H. Peppy Clerk

Geo O'Fallon Jr

52

William Trining  
et al

Answer of  
C D Moody

Injunction

Filed May 18<sup>th</sup> 1866  
Sam. H. Peppy Clerk

Mr O. Fuller Jr  
~~James B. Fuller~~ et al

v.

Circuit Court May Term 1884  
Moody, Murray et al / Jefferson Co. State of Missouri

D R Murray, of said Defendants, for Answer states that ~~he~~ has no information or belief knowledge sufficient to form a belief whether Defendants Murray & Moody cut timber on 110 acres of land belonging to Plaintiff, nor whether said Murray & Moody were indebted to Plaintiff in the sum of \$655 <sup>two</sup> or any other sum — but this defendant states that before this suit was brought he purchased of said Moody & Murray 35000 staves at \$2 per M and 20000 heading at \$4 per M — amounting in the aggregate to 700 dollars — that said staves & heading were received in payment of that amount of money which the said Moody & Murray justly owed to this Defendant for his work & labor done & performed for them in the manufacture of the staves. & these Defendants states that said staves & heading were sold & delivered to this Defendant before this suit was brought. This Defendant therefore states he is the legal owner of said staves & heading & was when this suit was brought & he therefore denies that Plaintiff had any lien upon said staves & heading when this suit was brought & deny that he has any right to

restrain & enjoy s<sup>d</sup> Defendant from removing  
or disposing of said property -

A Green

Atty for Deft -

CD Morby one of  
~~AD Murray~~ s<sup>d</sup> Defendants makes oath  
& says s<sup>d</sup> Answer & matters therein contained  
as stated be believe to be true -

CD Morby,

Sworn to & subscribed

before me this 18<sup>th</sup> May

AD 1866 -

Samuel A. Reppy clk

Geo C<sup>th</sup> Talton Jr.

or

Wm J<sup>r</sup> Talton, shak

Injunction

Answer of

R. R. Murray,

Filed May 18th 1866.

Samuel A. R. P. by Att

A

John O'Fallon Jr

vs

Moody & Swining et al

} Injunction -

Now at this day come the respective parties in the ~~above~~ entitled Cause and all the matters in issue between them being submitted to the Court, the Court, after hearing the evidence & argument of Counsel doth find the issue for the Plaintiff. The Court doth further find that Moody & Swining two of said Defendants are indebted to Plaintiff in the sum of fifteen hundred and ninety dollars, for the payment of which Plaintiff has a lien upon the Haves and heading enjoined in this Cause. It is therefore considered by the Court that the Injunction in this Cause be made perpetual and said Haves and heading having been sold by the Sheriff of this County under an order of this Court for that purpose, it is ordered that said Sheriff pay to Plaintiff the sum of one hundred and sixty seven <sup>50</sup>/<sub>100</sub> dollars this being the balance of the money in his hands arising from the sale of said stores and heading after deducting amount ordered to be paid over to the Plaintiff in the case of Henry Kattelman James Berger et al vs Henry Kattelman. It is further ordered and adjudged that Plaintiff have & recover of and from said Defendants his costs in this &c.

John Gallon Jr.

or  
Twining Merch & others

Now at this day Come the respective parties & all singular the matters in issue in this Cause being submitted to the Court, the Court After having heard all the evidence doth find the issues for the Plaintiff. The Court doth further find that ~~Twining~~ Twining, Charles D. Moody are indebted to the Plaintiff in the sum of \$1590. The Court doth further find that the Plaintiff has a lien upon the Horses & heading enjoined in this Cause by virtue of his lease to them dated June 20<sup>th</sup> 1865 for the payment of the said sum of \$1590. The Court also finds that the Horses and heading aforesaid for \$1110. - \$942.50 of which is ordered to be paid to Plaintiff in a Cause in this Court wherein James Bayne Jr et al are Plaintiff & Twining Moody & Henry Kallman et al are Defendants, leaving a balance of \$167.50. It is therefore considered by the Court that the Sheriff of Jefferson Co. pay to the Plaintiff the sum of \$167.50, the balance of the proceeds of the sale of said Horses & heading (also paid for costs.)

of any title they may have to said land by reason  
of said misdescription & that the title there to  
be vested absolutely in W<sup>m</sup> C. Byrnes - the  
purchaser thereof.

John O'Fallon Jr

or

Smiling Woodpecker }

86 Repeating Clerk

1 copy per- \$ 1.50 each total 50. no more 20<sup>0</sup>

Budget 1-50. order 20<sup>0</sup>, Dublin 35<sup>0</sup> Budget-50

Stamp 50. and 1<sup>st</sup> copy 30<sup>0</sup> per 10<sup>0</sup>

\$ 565-

to the Fletcher Sheriff den 5 Sept \$ 500

to the

35

\$ 5. 35-

Heavy Clerk per. Bill 10<sup>0</sup> each 15

25

\$ 11 25

Free Bill  
J. O'Halloran