

In the Superior Court, - Spring Term 1875 -

Chatham County, -

The Deep River Manufacturing
Company, -

Against

Silas Burns

}
} Answer -

The Defendant answering the Complaint says - -

For a First Defence, -

- I. - That he has no knowledge or information sufficient to constitute a belief, as to the facts set out in the first (I), second (II), third (III), fourth (IV) fifth (V) articles of the complaint. -
 - II. That he knows nothing of the facts alleged in Article Sixth (VI) of the complaint except that he thinks there was a pretended sale about the time alleged, but he denies the authority of said managers and the validity of their action or that any sale was made by such managers.
 - III. That he has no knowledge or information sufficient to constitute a belief as to the facts alleged in Articles, Seven, Eight and Nine (VII, VIII, IX) of the complaint. -
 - IV. In answer to Article X of the complaint, the Defendant says, that he admits the contract between Alston A. Jones and the Deep River Navigation Company as set forth in Exhibit "C" of the complaint, but denies that its purport and effect are discoverable from the Extract from said contract given in said Article of the Complaint.
- The Defendant also admits that the Deep River Navigation Company built the dam and opened the canal

as he believes upon information according to the tenor of said contract, but he denies that they have since kept the same in repair and open.

V In answer to Article Twelve (XII) of the Complaint, the Defendant says that he admits the same in so far as it is a recital of the conditions of the Contract between Alston A. Jones and the Deep River Navigation Company, filed as Exhibit "C," by the Plaintiff, and denies it in so far as it varies, extends, limits or construes said contract.

VI In answer to Article XIII of the Complaint the Defendant says that he denies the same except so much as is hereinafter admitted, to wit. He admits that he holds and owns one acre of land ^{adjacent} adjoining to the Mills of the late Alston A. Jones mentioned in the contract set forth in Exhibit "C" and including the site of the Gin and threshes therein mentioned, as he is informed and believes and upon the south side of the canal therein mentioned, by deed bearing date October 1863 a copy whereof is hereby attached as Exhibit "A" and made a part of this Answer. That he purchased the same from E. Bryan and J. N. Clegg, who were assignees of the said Alston A. Jones and were bound by the contract of said Jones with the said Deep River Navigation Company, being invested with all the rights of said Jones, then and restricted by all the limitations thereby imposed upon by him and no other. The De-

Defendant admits that he has erected upon said tract of land, the buildings, dams and machinery set forth and described in the complaint and ~~no other~~ ~~has~~ and operates the same as he has a right to do. The Defendant specifically denies all the violations of said contract alleged by the complaint and avers that he has done no act which he had not a clear and specific right to do under the terms of said contract and the deed under which he holds.

- VII. The Defendant alleges that the Plaintiffs are not the successors or assignees of the interest, rights, or franchises of the Deep River Navigation Company nor any part thereof in any manner whatever as he is advised and believes. —

In answer to the second cause of action the Defendant says — In

- I That he has no knowledge or information sufficient to constitute a belief in regard to the title of the Plaintiff in and to the Lockville Mills Property as stated in said cause of action. —
- II The Defendant denies that he has in any manner trespassed upon the lands or Property of the Plaintiff.
- III The Defendant denies that he is using or has used any more water or water power, than he is entitled to use and control by the terms and conditions of the title under which he holds. —
- IV The Defendant admits that he had knowledge of the contract between Alston A. Jones and the Deep River Navigation Company, and alleges that

he has never violated the same in any particular
V. The Defendant denies that he has in any manner
interfered with or infringed any of the rights which
the Plaintiff may have as assignee of the said E.
Bryan and J. N. Clegg. —

As a first counterclaim the Defendant al-
leges

I. That by the agreement between the Deep River
Navigation Company and Alston A Jones, filed
as Exhibit "E" by the Plaintiff, the said Deep
River Navigation Company covenanted for itself
and its assignees that they should keep the Dam,
which supplied water to the canal therein men-
tioned at all times in good repair —

II. That at various times since the purchase by the
Defendant of his present site and the privilege
and easement therewith connected the said
dam has been greatly out of repair so as to de-
prive him of the amount of power to which he was
entitled, — although there was an abundance of
water flowing down the river bed through the in-
sufficiency and leakage of said dam, whereby
the Defendant was injured in his business in the
sum of One Thousand Dollars.

As a second counterclaim the Defendant
alleges, —

I. That E. Bryan and J. N. Clegg assignees as
aforesaid of the interest of Alston A Jones con-
veyed to him, a right to use and enjoy certain

hindrance or diminution a specific amount of water and water-power from the canal aforesaid to wit: fifteen horse-power under the conditions of the contract between the said Jones and the Deer River Navigation Company as set forth in Exhibit "E" of the Complaint

II. That afterwards to wit, on the - day of December 1863, the said Bryan and Clegg assigned their remaining interest as assignees of Alston A. Jones aforesaid to J. Mc Ghee Beck and the Defendant supposes the same to have been afterwards conveyed to the Plaintiff, but of that he has no knowledge

III. That since the date of the last mentioned assignment, the Plaintiff has at various times by running his mills and consuming the water in said canal greatly injured and impaired the Defendant's right, to his damage One Thousand Dollars

For a third Counter-claim the Defendant alleges,

I. That during the summer of 1874, the Plaintiff drew off the water from said canal at various times and for divers periods amounting in all to sixty days -

II. That by said drawing off of the water of said canal, the Defendant's mills, shops and various industries, were wholly stopped and his business thereby damaged and that he suffers loss thereby in the sum of One Thousand Dollars

Wherefore the Defendant demands judgment

1. For Three ¹²Thousand Dollars

2. For a perpetual injunction restraining the Plaintiff, their agents abettors and assigns from at any time interfering with or reducing the Defendants water power below fifteen horse power.

3. For his costs in this action, —

J. H. Headen } Depts
a. v. Bourque } Attorneys

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