

Jefferson County Circuit Court  
Case Files - Civil  
May 1869 - No. 250

Box

24 Folder 1

Burgwald, William

vs

Weipert, John  
Weipert, Eliza, wife

Mechanics' Lien

\$385 for building cellar; 2-story  
brick house in Windsor Harbor

1868  
Nov

John Muppert  
To William Bengelold Dr  
Building Cellar Wall and making  
Cellar under house 25 X 50. ft. \$200.00  
Laying the Brick work on same, 325.00  
525.00  
Credit by 140.00  
\$ 385.00

The description of the property upon which  
the said William Bengelold performed the  
work and labor as above stated is a two  
story brick house built by said Bengelold  
for Muppert in Windsor Harbor in the  
County of Jefferson State of Missouri  
situated on a lot of three acres  
bounded on the East by the St Louis  
and Iron Mountain Rail Road on  
the South and West by lands owned  
by Dr. Insizimus and on the North  
by lands owned by one Rosentime  
The owner of the said house and lot  
so far as the same can be ascertained  
are John Muppert and his wife Eliza Muppert

Subscribed & attested  
before me Dec. 1st 1868  
Robert A. Hunt  
Notary Public  
Jefferson County  
Mo

P. P. P. P.

Prof. J. J. Caldwell

John R. Ruppert

Mechanics and

Chico Dec 2<sup>nd</sup> 1868,  
E. J. Henry Cl,



William Burgwald

vs  
John Weippert and  
Eliza Weippert

In the Circuit  
Court of Jefferson  
County Missouri

The plaintiff states that  
on the ~~2~~ <sup>April</sup> day of ~~December~~ <sup>January</sup> 1868, he entered into  
a contract with the defendant John Weippert  
who is the husband of Eliza Weippert  
the other defendant, formerly Eliza Yarn  
to erect a brick dwelling house on a  
certain lot of ground in the town of  
Windsor Harbor in the County of Jefferson  
aforesaid, <sup>which lot of ground belongs to the defendant Eliza Weippert</sup> which lot of ground is described  
as follows. Three acres - bounded on the  
East by the St Louis and Iron Mountain  
Rail Road, on the South and West by  
lands belonging to Dr. Wislizenus and on  
the North by lands belonging to one  
Rosenstine - that said house was to be  
built ~~twenty~~ five feet wide by fifty feet  
long and twenty five feet high, above the  
surface of the ground. Under which was  
to be a cellar seven feet deep from first  
floor, the foundations walls to be 18 inches  
thick and built of rock and the brick  
walls to be erected thereon to be 13 inches  
thick. The first story was to be eleven  
feet and the second twelve, which totals

was afterwards changed to eleven feet,  
and an addition high enough to lay the joists  
with the usual gables for like buildings -  
The plastering to be done on the brick walls,  
but not over head. The said Defendant  
was to furnish one laborer to assist in  
making the cellar walls, and all the other  
work to be done by plaintiff, said Defendant  
furnishing all the materials necessary  
to erect said building.

For the work and labor to be performed as  
aforesaid the said Defendant agreed to  
pay plaintiff the sum of six hundred  
and fifty dollars as follows:

When the stone work is finished one  
hundred and fifty dollars, and two  
hundred and fifty dollars additional  
when the brick work should be finished  
and the remainder when the house  
should be finished.

Plaintiff says that he has performed his  
part of the Contract as above set forth  
except the plastering, which defendant has  
refused to have done, making for the  
whole of said work so done as aforesaid  
the sum of five hundred and twenty  
five dollars, of which the defendant  
has paid the sum of one hundred

and forty dollars, leaving a balance due  
the plaintiff for the work and labor done  
as aforesaid of three hundred and  
eighty five dollars for which he  
asks judgment

Plaintiff further states that within six  
months after the above work and labor  
was performed, and said indebtedness had  
<sup>to wit on the</sup> ~~day of~~ <sup>day of</sup> ~~1867~~ <sup>1868</sup>  
accrued, he filed with the Clerk of  
the Circuit Court of the County aforesaid  
a just and true <sup>herein filed</sup> account of the amount  
due him as above set forth, and a  
true description of the real estate and property  
upon which said house was erected, with  
the name of the Contractor as aforesaid and  
the owner of the said real estate, so  
far as plaintiff could ascertain

Wherefore plaintiff avers that according  
to the statute in such cases made and  
provided he has a lien upon the said  
building so erected as aforesaid, and ~~on~~  
~~upon~~ the ground upon which it is  
situated for the amount of three hundred  
and eighty five dollars for his work and  
labor as aforesaid

Plaintiff therefore prays the Court to  
render a judgment against the said defendants  
for the amount of said sum and order

that his lien upon the said above described  
property be enforced against the same  
and ~~that~~ he also recover his costs in  
this behalf expended.

P. Pipkin

Plaintiff's atty.

P. Pipkin attorney for the plaintiff makes  
oath and says that he is informed and  
believes that the above named defendant  
Elijah Weippert is a non resident of  
the State of Wisconsin or has absconded  
or absented himself from <sup>their usual place of abode</sup> the State of  
Wisconsin.

P. Pipkin

Sworn & Subscribed

before me Aug 12<sup>th</sup> / 1869

Robert N. Hunt

Notary Public

After our first term 1869,

William Dingmold

my

John Weikert &

Eugen Weikert

Attorney to enforce  
Mechanics Lien

At proof & return of  
Publication given

P. P. Kuhn

Dated Aug 13<sup>th</sup> 1869 At St. Louis  
C. P. Henry &

Notary pub 25-

Cash paid \$100 00 50  
also 25 mtr cost -  
do etc 10

1,50  
1,15  
10  
275

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

*John Weppert*

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 ~~seventh~~ Monday after the  
fourth Monday of *March 1869* ~~and~~ then and there to answer unto

*William Sargwald*

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

Witness, ELIAS F. HONEY, Clerk of our said Circuit Court,  
with the seal thereof hereunto affixed, at office in Hillsboro, this  
*Thirtieth* day of *January* A.D. 1869

*Elias Honey*

Clerk Circuit Court.

By *Thos. Horne Dep't*

This numerous cause to hand January 1874 and I did serve the cause  
by leaving a copy thereof and of the Petition ~~before~~ with  
John McIsaac. He within named Defendant this 21<sup>st</sup> day  
of January 1874 at the County of Jefferson, Louisiana  
Copies were furnished to me by the Clerk  
of the Circuit Court of Jefferson Co.

Sherrill J. H. Co. Me

The within named Defendant ~~also~~ <sup>also</sup> Defendant also ~~also~~ John  
and not the person in my County.

Sherrill J. H. Co. Me  
J. H. Co. Me

2917  
no 650

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TO  
JEFFERSON CIRCUIT COURT.

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May Term, 1869

Wm Sargwold  
vs

Idm Weiffenbach & Co

SEE BILL p 162

see Book

(original)

# The State of Missouri, COUNTY OF JEFFERSON.

BE IT REMEMBERED, That on this 1st day of May A. D. 1869, before me, the undersigned Clerk of the Circuit Court of Jefferson county, came Frank N. Stone, who being by me duly sworn, says that the annexed advertisement was published in the **JEFFERSON DEMOCRAT**, a newspaper printed and published in the town of Hillsboro, in said county, of which he is printer, for 4 times, the first insertion being on the 23d day of January, 1869, and the last on the 12th day of February, 1869, as follows, to-wit:

- In No. 4, January 22, 1869.
- In No. 5, " 29 1869.
- In No. 6, February 5, 1869.
- In No. 7, " 12, 1869.
- In No. , Frank N. Stone 1869.

Sworn to and subscribed before me this 10th day of May, 1869.

Printer's Fee \$10.00  
Affidavit..... 25

W. H. Keeney Clerk.  
By Attestment  
Received Payment .....

\$10.25

Burgwald  
as  
Weisheit



## Order of Publication.

IN the Jefferson Circuit Court of Missouri,  
in vacation January 13th, 1869. William  
Burgwald vs John Weippert and Eliza  
Weippert.

Now at this day comes William Burgwald, the plaintiff in the above entitled cause, before the undersigned Clerk of the Circuit Court of Jefferson county, in vacation, and files his petition and affidavit, stating among other things that one of the defendants, Eliza Weippert, is a non-resident, or has absconded from her usual place of abode in this State. It is thereupon ordered by the clerk aforesaid in vacation, that publication be made notifying her that an action has been commenced against her by petition in the Circuit Court of Jefferson county, in the State of Missouri, founded on a contract to erect a brick dwelling house on a certain lot of ground, to-wit: Three acres in the town of Windsor Harbor, bounded on the east by the St. Louis and Iron Mountain Railroad, on the south and west by lands belonging to Dr. Wislezanus, and on the north by lands of one Rosenstien, for which plaintiff, by said contract was to receive six hundred dollars; and also to enforce mechanics lien against said above described building, and the aforementioned ground upon which it is situated. And, that unless she be and appear at the next term of said court, to be holden at the court house in Hillsboro, within the county of Jefferson, on the tenth day of May, 1869, and on or before the sixth day thereof, and answer or demur to said petition, the same will be taken as confessed and judgment rendered accordingly. It is further ordered that a copy hereof be published in the Jefferson Democrat, a newspaper published in said county of Jefferson, for four weeks successively, the last insertion to be at least four weeks before the commencement of the next term of said court.

A true copy from the record. Witness  
my hand and the seal of said court  
[SEAL.] at office this Fourteenth day of  
January, 1869.

ELIAS F. HONEY, Clerk,  
By C. TWO. HORINE, Dept.

William Burgwald, pettff, } In the Circuit  
 vs. } Court of Jeffer-  
 John Weippert, and Eliza } son County, Mo.  
 Weippert, defendants. } North Term 1869.

Now on this day comes the above named defendant, Eliza Weippert, wife of John Weippert, and by leave of Court files the following demurrer.

Said defendant Eliza Weippert, demurs to the petition of plaintiff, for the reason, that it appears on the face thereof, that she is improperly made a party defendant, and not a necessary party to a complete determination of this action, in this, that it does not appear on the face of said petition, that she is in any way interested in or connected with the matter, stated in said petition, and therefore asks, that her name be stricken from the record.

Eliza Weippert,  
~~by John Weippert, and~~  
 by Henry Fishliem, Their  
 Attorney.



William Burghardt, petff. } In the Circuit  
against } Court of Jefferson  
John Weippert and Eliza } County, Missouri,  
Weippert, defendant. } November Term 1869.

Now on this day comes the above named defendant John Weippert by his attorney, and by leave of Court files the following answer in the above case:

Said defendant admits, that he entered with plaintiff into the contract, which is set forth in plaintiffs petition, but denies, that plaintiff has performed his part of the contract, as alleged in said petition.

Said defendant denies, that he refused to have ~~done~~ the plastering done, which according to the contract plaintiff was to do, and therefore says, that plaintiff, not having done the plastering, in so much has not performed his part of the contract.

Said defendant denies, that the work done by plaintiff, as specified in his petition, is worth the sum of five hundred and twenty <sup>five</sup> dollars, or any other amount, and denies that a balance of three hundred and eighty five dollars ~~is due plaintiff~~ and that plaintiff has a lien on the premises described in his petition for such an amount. Said defendant as set-off against the

claim of plaintiff states, that plaintiff is indebted to him in the following amounts for work and labor done, and for hire of team, done and furnished during 1868 & 1869.

Said defendant states, that he hired to plaintiff a certain at-team and wagon for the following fractions of a day, to wit:  $\frac{1}{2}$ ;  $\frac{3}{4}$ ;  $\frac{3}{4}$ ;  $\frac{1}{2}$ ;  $\frac{3}{4}$ ; 1;  $\frac{1}{4}$ ;  $\frac{3}{4}$  &  $\frac{3}{4}$ ; days, making in all 6 days, that said team was hired to plaintiff at his request and is ~~so~~ for what it is worth, and that said team is worth per day three dollars, making in all

\$18.00

Defendant also at request of plaintiff hauled a load of peataces for plaintiff for what it was worth, which is worth \$1.50,

Defendant also at request of plaintiff hauled for the latter 17 boards of wood for what it was worth, which work was worth per board, 80 cents, in all - \$13.60.

Defendant also at plaintiff's request carried for the latter for  $3\frac{1}{2}$  days brick and mortar, for what it was worth, which was worth \$1.00 per day \$3.50.

Defendant also at plaintiffs request  
hauled for him 3 loads of brick for  
what it was worth, which was worth  
60 cts a load, in all ——— \$ 1.80.

Defendant also hauled for plaintiff  
at his request five loads of sand for  
what it was worth, which was worth  
75 cents per load, in all ——— \$ 3.75.

Defendant therefore says, that  
plaintiff is indebted to him an  
account in the above amounts,  
making in all ——— \$ 42.15,  
(forty two dollars and fifteen cents) which  
account defendant sets off against the  
claim of plaintiff, and for which he  
asks judgment.

John Weippert  
by Henry F. Ahlers, his  
Attorney.

William Burgwald  
Mr.

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John Weispert  
& Eliza Weispert,

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Annex of John  
Weispert.

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Filed Oct 4 1869  
E. H. Carey clerk

William Bagnall  
 " John Mufput & Eliza Mufput  
 In the Circuit  
 Court of  
 Jefferson  
 County Mo.

The plaintiff for replication to so much  
 of the answer of the defendant  
 John Mufput as sets up an offset  
 or counter claim denies that the  
 said defendant hired to plaintiff a  
 certain ox team and wagon for the  
 following fractions of a day to wit  
 $\frac{1}{2}$   $\frac{3}{4}$   $\frac{3}{4}$   $\frac{1}{2}$   $\frac{3}{4}$   $1$   $\frac{1}{4}$   $\frac{3}{4}$  +  $\frac{3}{4}$  days  
 amounting to \$18.00 or any other sum  
 making in all six days. Denies that  
 said team was hired to plaintiff  
 at his request <sup>for</sup> what it was worth and  
 that said team is worth per day  
 three dollars. Denies that said defendant  
 hauled at plaintiffs request a load  
 of potatoes worth \$1.50 or any sum  
 Denies that said defendant hauled at  
 plaintiffs request 17 loads of wood  
 worth 80 cents making \$13.60. Denies  
 that said defendant carried for the  
 plaintiff <sup>brick & mortar</sup> at his request worth \$1.00  
 per day or any other sum making \$2.50  
 Denies that said defendant at plaintiffs  
 request hauled for him 3 loads of  
 brick worth \$1.80 or five loads of

and at 45 cents making \$3.75 or any  
other sum - ~~at 45 cents~~

Standing Thompson Davis chose the  
ones the said sum of forty two  
dollars <sup>100</sup> or any sum as  
stated in the funds account  
to permit the partition & Thompson  
gets fifty cents per the said  
claim and sum in in  
said partition

P. O. Sullivan

Atty for  
J. J. B.

William Beyerwald

John Mützel & Eliza  
Mützel

Replication to deft  
answer

Filed. Oct 19<sup>th</sup> 1869  
Elias T. Henry att

COUNTY OF JEFFERSON,

The State of Missouri,

To

John Arnold & Co. Merchants

YOU ARE HEREBY COMMANDED, That setting aside all manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the 21<sup>st</sup> day of June

1869

at Hillsboro, then and there to testify, and the truth to say in a certain

Wm. Cunningham

matter of controversy, now pending in our said Court, wherein

Plaintiff, and

John & Eliza Perkins

Defendant, on the part of

Plaintiffs

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 26 day of Oct

A. D. 1869

Eliza J. Honey

Clerk.

By J. H. Honey

# SUBPOENA

To Jefferson Circuit Court.

Quarantell

vs  
J & E McFarlin

In Debt.

John Brown

vs  
H. Lucktemeyer

Served Oct 28

This Subpoena served by reading it to John Brown  
and H. Lucktemeyer in Jefferson County Mo  
on the 28<sup>th</sup> day of Oct 1869.

H. Lucktemeyer Sheriff

By M. M. Chamber

Dpt. Shff

Fee \$100

COUNTY OF JEFFERSON,

The State of Missouri,

To

Wm. Peterman, John Breenn  
August Eckhart and Fred Schlemmer

YOU ARE HEREBY COMMANDED, That setting aside all manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the 22<sup>nd</sup> day of Novr 1869 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

Plaintiff, and

William Breennant

John Weigert and Elias John

Defendant, on the part of

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 9 day of Novr A. D. 1869

Elias F. Honey Clerk.

Wm. Peterman

# SUBPOENA.

To Jefferson Circuit Court.

November Term, 1869

Wm Burgwald  
vs

John Weippert and  
Elisa John

Witness for Plaintiff

Wm Robinet, John Brown  
and

Aug Kayakob and Fred Lucking  
at Fordham

Served November 9<sup>th</sup> 69.

COUNTY OF JEFFERSON,

The State of Missouri.

To *George Sherman*

You are Hereby Commanded, That setting aside all manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the \_\_\_\_\_

*first* 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

*Burgess*

Plaintiff, and

*John T Ely & John Meibach*  
Defendant, on the part of \_\_\_\_\_ 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 *24* day of *Nov* A. D. 1869  
*E. F. Honey* Clerk.

*Indy H. Sanford*

By the way, the within the within  
named George Deane on the same  
day within mention

Free School Street  
St. John's

11

William Bangmaed plff, In the Circuit  
against Court of Jefferson  
Elias John Weippert and (see ho. Missions  
Eliza Weippert, Defds. { Harbor Term 1869.

Now on this day comes Eliza Weippert,  
one of the above defendants, by her Attorney,  
and moves the Court, to set aside the sale  
of her Real Estate, made at this present  
Term, being an adjourned Term of the  
Harbor Term 1869, under an execution, is-  
sued upon the Judgment in the above  
case, because said sale is irregular  
and void for the following reasons:  
to wit;

1st, because this defendant was not per-  
sonally served with process, and  
because this defendant did not reside  
in the County, in which her Real Estate  
which was sold, is situated, and be-  
cause the plaintiff did not cause a Notice  
in writing to be served on this defendant  
stating the fact of the execution being  
issued, and to what County it was di-  
rected and to what Term of the Court  
said execution was returnable, as the  
law directs, and because this defendant

2<sup>d</sup> had no notice of the issuing of the execution and that the sale could take place, because the sale was made at this present term, being an adjourned term of the October Term 1869, at which judgment was rendered, and was therefore had at the same term, at which judgment was rendered, whereas the execution was returnable to the May Term 1870.

3<sup>d</sup> because the sale was made under the execution in this case and four other executions, jointly and not separately, and at the same time, which four other executions were against these defendants and respectively in favor of F. Jagg - C. W. Wenz - Schulerburg & Baehler and George Seemann, and the sale under which four other executions is equally irregular and void.

4<sup>d</sup> because the Sheriff, making the sale, did not demand or ask the payment of the judgment of this defendant before the sale.

5<sup>d</sup> because the property was sold at less than one sixth of its value for want of bidders.

Eliza Weisheit  
by Henry F. Asherson  
& Jas. Williams  
her Attorneys

William Bangor

as,  
John & Elizabeth  
Bangor

Phadon

to set aside  
thorpe sale

Filed July 24<sup>th</sup> 1870  
E. H. Bangor

# Wm Burgwald of J. Steyer's fur Bed

|                               |                         |                 |          |            |       |
|-------------------------------|-------------------------|-----------------|----------|------------|-------|
| Heavy caps Oct Cst.           | 1.50                    | Mit capy        | 110      | Docket 10- | 2.70  |
| Files. 25. <sup>2</sup> Domm. | 1.50                    | Replication 25- | 3        | ends       | 10.5- |
| File line 35                  | Record. 50 <sup>+</sup> | Mad online      | 100      | Index      | 15-   |
| Default 35 <sup>+</sup>       | Order Pub.              | 35              | Copy Cst | 100        | 1.70  |
| post 50 <sup>+</sup>          | has 15                  | post 10         | Free Bed | 60         | 1.20  |
| issue 7                       | Spas                    | Mean 9          | act.     | 45-        | 1.75- |

~~11.40~~  
~~11.85~~  
 100

J. Luchtmeyer's theft line deft 100

Non Est 50 Culls 20

Line 9 Mts @ 50 - 450.

450

Culls 9 Mts 45-

6.20

45

6.65-

Wm Robinette 4 day 36 miles

688

John Bremner 3 - 48.

684

George Seeman 3 48

684

J. Luchtmeyer 2. —

200

22.56

665-

1185-

1000

51.06

376.30

427.36

Slime Poles —

17.5-  
 45-  
 60  
 280

Burgard

65

Maple

Jack Bill