

Jefferson County Circuit Court
Case Files - Civil
March 1872

Box 29 Folder 42

Hillshoro + Victoria Gravel Road Co.

vs.

Reppy, Samuel A.

Debt

Debt \$125 stock subscription

The Hillsboro & Victoria
 Gravel Road Company
 Plaintiff
 against
 Saml. A. Reppsy. Deft.

In the Circuit
 Court of Jefferson
 County Missouri
 March Term 1872

Plaintiff by its President
 John L. Thomas states that it is an
 incorporated Company by virtue of
 a special act of the General Assembly
 of the State of Missouri, entitled
 "A bill for a Charter for a Gravel road
 from Hillsboro to Victoria on the
 Iron Mountain Rail Road in Jefferson
 County Missouri, under the name &
 style of Hillsboro and Victoria Gravel
 Road Company" which Company was
 incorporated for the purpose of constru-
 cting a Gravel road from Hillsboro to
 Victoria in the County of Jefferson &
 State of Missouri.

Plaintiff further states that on the
 day of March 1869, the defendant
 subscribed to the Capital stock
 of said ~~road~~ Company Ten shares
 of stock of twenty five dollars per
 share. Plaintiff avers that by its
 Charter it was authorized to raise
 \$15000 in stock for the purpose of

Constructing said road.

Plaintiff avers that it has completed said road and long since has notified Defendant in writing that the whole amount of the stock subscribed by him was required to be paid but Defendant has only paid at various times the sum of One hundred and twenty five dollars, leaving a balance still due by him to Plaintiff of one hundred and twenty five dollars, with interest on the same from the 26th day of September 1871 the time when the same was demanded of him, for which Plaintiff asks Judgment

John L. Thomas & Co.,
Attys for Plaintiff

The Hillsboro & Victoria
Gravel Road Co.

vs

Saml. A. Reppert

Petition for Stock

Filed March 1st 1872,
U.S. Payer clerk,
By C. H. Horine
D.C.

The Hillboro & Victoria Gravel
Road Company. Plaintiff
Against
Saml. A. Peppy, Deft. } In the Circuit Court
of Jefferson County
Missouri.
March Term 1872.

Plaintiff by its President John L. Thomas states that it is an incorporated Company by virtue of Special act of the General Assembly of the State of Missouri, entitled "A Bill for a Charter for a Gravel Road from Hillboro to Victoria on the Iron Mountain Rail Road in Jefferson County Missouri, under the name and style of Hillboro and Victoria Gravel Road Company," which Company was incorporated for the purpose of constructing a Gravel Road from Hillboro to Victoria in the County of Jefferson & State of Missouri. Plaintiff further states that on the day of March 1869 The Defendant subscribed to the Capital Stock of said Company Ten Shares of Stock of Twenty five dollars per share, Plaintiff avers that by its Charter it was authorized to raise \$5000 in stock for the purpose of constructing said road, Plaintiff avers that it has completed said road and long since has notified Defendant in writing that the whole amount of the stock subscribed by him was required to be paid, but Defendant has only paid at various times the sum of one hundred and twenty five dollars, leaving a balance still due by him to Plaintiff of one hundred and twenty five dollars.

with interest on the same from the 26th day of
September 1871, the time when the same was
demanded of him, for which Plaintiff asks
judgment

John L Thomas & Son,
Attys for Plaintiffs

A true copy of the original petition now on file
in my office.

Witness, W. S. Boyce clerk of said
Court with the seal thereof hereunto
affixed this March 1st 1872.

W. S. Boyce Clerk.
By C. Tho. Haine Deputy.

The State of Missouri, }
COUNTY OF JEFFERSON. } ss.

The State of Missouri,

TO THE SHERIFF OF THE COUNTY OF JEFFERSON---GREETING:

We command you, that you summon

Sam. J. Rippy

if he be found in your County, that he be and appear before the Honorable 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 *Third* Monday after the fourth Monday of *March 1872* ~~next~~, then and there to answer unto

*The Hillston and Victoria
Gravel Road Company*

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

Witness, W. S. BOYCE, Clerk of our said

Circuit Court, with the seal thereof hereunto af-
fixed, at office in Hillsboro, this *1st*

day of *March* A. D. 18*72*

W. S. Boyce Clerk Circuit Court.

By *J. C. Ho. Norris* Deputy.

RETURNABLE
TO
JEFFERSON CIRCUIT COURT.

March TERM, 1872.

Wm. Gillmore and
Victoria, Daniel
Road Company
vs
Samuel T. Reppy

Sherriff fee \$1.00

Original

I Execute this Writ in Jefferson County Mo on
the first Day of March 1872 on Samuel T. Reppy
by Leaving a true copy of this Writ and Petition at his
usual Place of abode With a white Person of his
family over the age of fifteen years

John Williams Sherriff

Hillsboro and Victoria
 Grant Road Company
 Plaintiff
 Against
 Samuel A. Reppy and
 Peter Jenni, Defendants

In the Jefferson
 County Circuit
 Court.
 May Term 1872.

Now at this day comes the
 Plaintiff by its attorney and for application
 to the second amended answer filed
 by Defendants herein on the 26th
 day of September 1871 admits that defend-
 ant Samuel A. Reppy and Plaintiff
 entered into the contract as stated
 by Defendants ~~but~~ Plaintiff ^{admits} ~~denies~~
 that said Reppy under said contract ~~ex-
 cepted~~ ^{admits} ~~denies~~ that he constructed 5200 yards of work
 for each yard of which he was to receive
 20 cents ~~per yard~~ amounting to \$1000
 admits that he constructed 261 perches
 of masonry for which he was to receive
 \$2.50 per perch amounting to \$652.50
 but denies that he put 300 squares of rock
 on sections 1, 2 and 3 for which he was
 to receive \$2.50 per square amounting
 to \$750. Plaintiff denies that said Reppy
 put 180 squares of broken rock on
 sections 4 and 5 for which he was to
 receive \$5. per square amounting

to \$900. Plaintiff denies that said Reppy put so square of gravel on sections 4 and 5 for which he was to receive \$4 per square amounting to \$320.

Plaintiff denies that said Reppy grubbed said road bed for which he was to receive \$400. Plaintiff denies that

said Reppy did work on said road under said Contract or otherwise amounting to \$4022. or that Plaintiff owes defendants that sum or any other sum. But Plaintiff avers that said Reppy did the following work on said road and agreed to receive therefor the prices set opposite each item, viz:

5000 yards excavation 20 cents per yard	\$1000.00
261 perches Masonry at \$2.50 per perch	652.50
132 Squares of granite rock	
on Sections 1, 2, & 3 at \$2.50 per square	330.00
156 squares of broken rock on	
Sections 4 & 5 at \$4. per square	624.00
77 squares of gravel on Section	
5 at \$2. per square	154.00
Grubbing the road partially	300.00
Total	\$3057.50
Deduct the per cent as per agreement	305.05
	\$2745.45

Plaintiff states that said Reppy ^{was} really

entitled to receive no more than \$2745.45
~~get headwits~~ get Plaintiff agrees that it
paid him on estimate more or said
work as it proposed the sum
of \$2841.20 leaving a balance of
\$95.75 overpaid.

Plaintiff denies that it failed to have
monthly estimate of the work done by
said Reppy on said work made as by
contract it was bound to do. Plaintiff
over that Oscar Dore refused
to make estimates of said work soon
after said contract was entered into
and Plaintiff appointed J. G. Roff
for a while and then John Williams
~~which appointed~~ to make such estimates
which fact was known to said Reppy
and for ten months they went on
and made estimates of said work with
the full knowledge of said Reppy and
without objection on his part he
receiving from time to time the
amounts on such estimates showed were
due him. Therefore Plaintiff
denies that defendant Reppy is entitled
to receive the total amount of work
done by him without deducting the
ten per cent of such work as is stipu-
lated in said contract.

Plaintiff denies that it owes said Reppy \$1222. or any other sum on said work but avers that he has been overpaid for the work he actually did.

Plaintiff denies that it about the 28th day of April 1870 or at any other time hindered said Reppy from said work or that Plaintiff took possession of said work and excluded said Reppy therefrom in violation of said Contract thereby preventing him from completing said Contract but Plaintiff avers that by the terms of said Contract. said Reppy was to finish said work by the 17th day of April 1870 but at that ^{time} he had not done more than one fourth of the work nor had he been for many months or even during the preceding year attempting to finish the same but constantly neglected it ~~and~~ when Plaintiff visited the work and thereupon said Reppy voluntarily abandoned it.

Plaintiff reserving to itself all objections to the sufficiency of the third Count of said answer, admits that in July 1869 Plaintiff loaned to said Reppy \$1075 out of the Capital Stock of said

Company but it denies that it was
for the purpose of relieving in respect
thereon but for the purpose of relieving
said Peppy from an embarrassment
in which he found himself financially
in reference to the work on said work
and said sum was loaned to him
for the ~~upper~~ purpose of enabling
him to go on with said work.

But Plaintiff avers that ~~Plaintiff~~ said
Peppy having received said sum of
money and given his note for it with
Peter Jennie the other Defendant as
security cannot now avoid the payment
thereof to Plaintiff.

John H. Moore
Atty for Plaintiff

Wallerford and Victoria
Gravel Root Company

J. A. Reppes et al

Replication

Filed May 15 1872
W. S. Doyce C.

McKillop & Victoria G. A. C. }
 vs
 Samuel A. Hepp & Peter Jennie }
 E. J. Honey, Clerk.

Files 7 Cop. per 20 Egs 7 unis & 2 copies 1.20 \$ 2.00
 rule 20 Dockets 10 and 20 motion to strike out 20 70
 rule 20 Leave to and 20 Cont 25 15
 \$ 3.40

W. S. Dwyer,
 3 files 25 15 Dockets 75 2 Spas 50 \$ 1.50
 motion to strike out, amended and 20 20
 Leave to amend and by intercommunication 20
 rule in motion to strike out, 20
 Leave to file rep 20 Cont 25 45
 motion to make and more definite 20 rule 20 40
 Leave to amend and 20 Cont file 2 amend. and 20 40
 leave to resp. 20 Cont 25 time extended to resp. 20 15
 Cont. filing rep 20 Cont 25 20
 Dis 30 Judgt 7 Docket Judgt. 10 20 10 1.05
 making costs, 40 Exp 1.00 1.40
 Execution

\$ 6.15
~~7.00~~

Dr. L. K. Meyer Jff. 2 Dfts
 John Williams 2 Spas.

2.00
 1.00
 \$ 3.05