

Tofferson County Circuit Court
Case Files - Civil

January 1873

State ex rel
Downe, Eliza

Downe, C. G.

vs
Stenberg, Bernard N.
Pipkin, Philip

Attachment bond

Damages \$2,300 for loss of use of
lot 3 in Windsor Harbor during suit
on attachment by Theodore Kimm,
for whom defendants filed attachment
bond

Box

30 Folder 33

Theodore Kimm

^{vs}
John Weippert, Eliza Weippert
alias Eliza Gann

He Bernhard

M Stenberg as principal and Philip Pipkin as
security, owe and stand indebted to the State of Missouri in
the sum of twenty three hundred dollars, upon this condition that
the Plaintiff in the above entitled cause Theodore Kimm shall pros-
ecute his action without delay and with effect refund all
sums of money that may be adjudged to be refunded to the
defendant or found to have been received by the plaintiff and
not justly due to him and pay all damages and costs that
may accrue to any defendant or garnishee by reason of the
attachment or any process or proceeding in the suit or by
reason of any judgment or process thereon

Approved this 11th day of
January 1869.

Bernhard M Stenberg

Philip Pipkin



E. J. Honey Clerk Cir Ct

By Chas Horine Dep't.

A true copy of the original bond on file in the above cause in the
office of the Clerk of the Circuit Court of Jefferson County,
State of Missouri.

Witness my hand and the seal of said court
hereunto affixed at office December 13th 1877.

W. Bryce Clerk

By Chas Horine Dep't.

Doune & Co
vs
Pepkin & Sternberg

Copy of Bond.

Filed Dec 13 1877
Wf Boyce clk
By Tho Horine
Depy

The State of Missouri, to the use of
 Eliza Donne, and G. S. Donne,
 husband of Eliza Donne, plaintiffs,
 against
 Bernhard N. Sternberg and
 Philip Pipkin, defendants.

In the Circuit
 Court of Jefferson
 County, State of
 Missouri,
 January Term 1870.

Plaintiffs state, that heretofore, to wit: on the 11th day of January 1869. one Theodore Kimm filed a petition in the Circuit Court of Jefferson County, State of Missouri, against John Weippert and Eliza Weippert, alias Eliza Yahn, by which said Kimm instituted an action at law against said John and Eliza Weippert on five certain promissory Notes, attached to said petition, and therein alleged, to have been executed by said John and Eliza Weippert on the 26th day of September 1867. and being respectively for the sums of six hundred dollars, one hundred and six dollars, five hundred dollars, seventeen dollars and 50 cents, and five hundred dollars, and respectively due in one year, eighteen months, and two years from date, and in which petition said Kimm asked Judgment against said John and Eliza Weippert for twelve hundred and eighty dollars and ninety cents, and interest, alleged to be the balance due on said Notes.

Plaintiffs state, that on said day, to wit: the 11th day of January 1869. said Theodore Kimm filed in said action an affidavit of Bernhard N. Sternberg, in which said Sternberg states, that said Kimm had a just demand

against said John and Eliza Weippert, that the amount which he believed, said Krimm ought to recover after allowing all just credits and off-sets was twelve hundred and eighty dollars, ninety cents, and interest thereon, and that he had good reason to believe and did believe that said Eliza Weippert, alias Eliza Yahn, was not a resident of this State (the State of Missouri,) and that said John Weippert was about, fraudulently to convey or assign his property or effects, so as to hinder or delay his creditors.

Plaintiffs state, that said Krimm on said day to wit; the 11th day of January A.D. 1869, also filed in said action a bond, executed by the defendants in this suit, Bernhard N. Sternberg as principal, and Philip Pipkni, as security, by which they bind themselves, to owe and stand indebted to the State of Missouri in the sum of twenty three hundred dollars, upon the condition, that the plaintiff in said action, said Theodore Krimm shall prosecute his action without delay and with effect, refund all sums of money that may be adjudged to be refunded to the defendants therein, John and Eliza Weippert, or found to have been received by the plaintiff Theodore Krimm and not justly due to him, and pay all damages and costs that may accrue to any defendant or garnishee, by reason of the attachment or any process or proceeding

in said suit or by reason of any process or judgment or process thereon; which bond was approved by the clerk of said Circuit Court of Jefferson County, Missouri, on the 11th day of January 1869.

The original of said bond being among the papers in said action and forming part thereof, a certified copy thereof is herewith filed.

Plaintiffs state, that upon said papers to wit: said petition, affidavit and bond, being filed in the Clerk's Office of the Circuit Court of said County of Jefferson, as aforesaid, and after the demand of said Theodore Kimm, the clerk of the Circuit Court of Jefferson County, Missouri, issued a writ of attachment, dated January 11th 1869, and directed to the Sheriff of said Jefferson County, commanding said Sheriff, to attach said John Weippert and Eliza Weippert, alias Eliza Gahn, by all and singular their lands and tenements, goods, chattels, rights, moneys, credits, evidences of debt and effects, or so much thereof, as shall be sufficient to satisfy the sum of Twelve Hundred and eighty dollars and 90 cents, and also to summon said John and Eliza Weippert, to appear before the Circuit Court of said Jefferson County, on the first day of the next term thereof, commencing on the 10th of May 1869, to answer the petition of said Kimm.

Plaintiffs state, that the Sheriff of said County of Jefferson, in obedience to said writ of attachment

did soon after, to wit: on the 15th day of January 1869. attach and seize upon the following Real Estate, situate in said County of Jefferson, Missouri, to wit: Lot Number three (3.) in the town of Windsor Harbor in said County, with all the improvements thereon.

Plaintiffs state, that thereafter, to wit: on the first day of October 1869. said Kninn filed an amended petition in said action, in which ~~the~~ in substance nearly the same allegations were made, as in the first said petition, to which said amended petition an answer was filed by Eliza Weippert on the 4th of October 1869.; and that thereafter to wit: on the 17th day of December 1869. another amended petition was filed by said Kninn, stating in substance the same matters as in the first petition, and in addition, that said Eliza Weippert was at the time said Notes were executed, and was still then the wife of John Weippert and owning the Real Estate, attached and seized by the Sheriff as aforesaid, as her separate property and in her own right, and that he, Kninn, had a lien on said Property ^{for said Notes} and asked judgment on said Notes and the enforcement of such judgment and lien against said separate Property.

To this second amended petition Eliza Weippert filed an answer on February 1st 1870. admitting the execution of said Notes, but denying, that said Kninn had a lien on said separate property for said Notes, and that she was indebted for said Notes.

Plaintiffs state, that the matters, put in issue

by said second amended petition and the answer thereto were tried in the Circuit Court of said Jefferson County, and judgment was rendered thereon on the 5th of February 1870. by said Court against Eliza Weippert for the amount of said Notes, and that said Kninn have a lien on said separate property of Eliza Weippert, attached as aforesaid, and special execution.

From this judgment Eliza Weippert appealed to the District Court of the 2nd District of the State of Missouri, which District Court rendered judgment in said action against said Kninn and in favor of Eliza Weippert.

From this judgment of the District Court said Kninn appealed to the Supreme Court of the State of Missouri, which Supreme Court decided in said action against said Theodore Kninn and in favor of Eliza Weippert upon the merits of the case at the October Term¹⁸⁷⁰ of said Supreme Court, and on the 31st day of October 1870.

Plaintiffs further state, that one of them, Eliza Damm, is the identical Eliza Weippert, alias Eliza John, against whom and John Weippert, her husband, the aforesaid action by attachment by Theodore Kninn was instituted; that at the time, said action was instituted, and before, ~~she was~~ that time, and till after the said action was decided in the said Supreme Court, as

aforesaid, she was the wife of ^{said} John Weippert, but that since said decision of the Supreme Court said John Weippert has been legally divorced from said Eliza Weippert, now Eliza Donne, and she, Eliza Weippert, has since intermarried with L. E. Donne, the other plaintiff in this suit.

Plaintiffs therefore state, that the defendants herein, Bernhard N. Sternberg and Philip Pipkin, who executed the bond aforesaid, filed in the aforesaid action by attachment, have forfeited said bond in this, that said Theodore Kimm has not prosecuted ^{this} said action with effect and has not paid all damages and costs that have accrued to the plaintiff herein, Eliza Donne, formerly Eliza Weippert, by reason of said attachment or any process or proceeding in said suit or by reason of any judgment or process thereon, as stated in the condition of said bond, by reason of which forfeiture an action has accrued to the plaintiff herein, Eliza Donne, to demand and have of and from the defendants herein the amount, stated in said bond to wit: Twenty three hundred dollars.

Plaintiffs further state, that the Real Property, attached in said attachment suit by the Sheriff of said Jefferson County at the instance of said Theodore Kimm was at the time, of the same was thus attached and seized, and

till after the decision of the Supreme Court
as aforesaid, the sole, separate and exclusive
Real Estate of the plaintiff herein Eliza Dorn,
formerly Eliza Weippert, and that by such attach-
ment and seizure she has been largely damaged
~~to wit:~~ in the following particulars, to wit;
from the time of said attachment up to
the said decision of the Supreme Court, that
is for over one year and nine months she
was deprived of the use of said Real Estate
attached, which use was worth five hun-
dred dollars; that at the time of said attach-
ment she, Eliza Dorn, formerly Eliza Weippert,
was having a nice and valuable two-story
brick house erected and built on said Real
Estate, which was not yet finished, and during
the whole time, said suit was pending, exposed
to rain and storms, and all kinds of weather
without being protected, as was also the land
itself, on which there is a vineyard, and that
the damage, thus ~~caused~~ caused by said attachment
to said unfinished house and land, amounts
to fifteen hundred dollars; and that she
has paid attorneys fees to attorneys, employed
by her in said case, to wit: to Henry F. Ahlborn
\$200. and to Jos. J. Williams \$100., being
reasonable fees, for their services.

Plaintiffs therefore state, that the damages,
~~over~~ general and special, accrued to said

Eliza Dawne, formerly Eliza Weepert, by reason
of said attachment amounts in all to
twenty three hundred dollars, for the pay-
ment of which the defendants herein, are
liable by reason of the forfeiture of said
bond, as aforesaid; and for which plain-
tiffs ask judgment.

Merry F. Ahlers,
atty. for plaintiffs.

In the Circuit Court
of Jefferson Co. Mo.,
January Term 1873

Eliza Damm and
C. G. Damm, her
husband, plffs.
vs.

Bernhard N. Sternberg
and Philip Pipkin,
defendants,

Petition
an Attachment Bond.

Filed Dec 18th 1872

Wm. Doyce Clerk

By Chas. H. Hume Depy

The State of Missouri to the use of	}	In The
Eliza Doone, and C. G. Doone		Circuit Court
husband of Eliza Doone—plaintiffs		of
Against		Jefferson County
Bernard A. Sternberg and	}	State of Missouri
Philip Pipkin Defendants		January term 1873

Plaintiffs state that heretofore to wit: on the 11th day of January 1869, one Theodore Kimm filed a petition in the Circuit Court of Jefferson County State of Missouri, against John Weippert and Eliza Weippert, alias Eliza Yahn, by which said Kimm instituted an action at law against said John and Eliza Weippert, on five certain promissory notes, attached to said petition, and therein alleged to have been executed by said John and Eliza Weippert on the 26th day of September 1867, and being respectively for the sums of six hundred dollars, one hundred and six dollars, five hundred dollars, seventeen dollars and 50 cents, and five hundred dollars, and respectively due in one year, eighteen months, and two years from date, and in which petition said Kimm asked judgment against said John and Eliza Weippert for twelve hundred and eighty dollars and ninety cents, and interest, alleged to be the balance due on said notes.

Plaintiffs state, that on said day, to wit: The 11th day of January 1869, said Theodore Kimm filed in said action, an affidavit of Bernard A. (over)

Sternberg, in which said Sternberg states, that said Kimm had a just demand, against said John and Eliza Keippert, that the amount which he believed said Kimm ought to recover, after allowing all just credits and offsets was twelve hundred and eighty dollars, ninety cents, and interest thereon, and that he had good reason to believe and did believe, that said Eliza Keippert alias Eliza Yahu was not a resident of this State (the State of Missouri) and that said John Keippert was about fraudulently to convey or assign his property or effects, so as to hinder or delay his creditors.

Plaintiffs state that said Kimm on said day to wit: the 11th day of January A.D. 1859, also filed in said action a bond, executed by the defendants in this suit, Bernard A. Sternberg as principal and Philip Pipkin as security, by which they bind themselves, to owe and stand indebted to the State of Missouri, in the sum of twenty three hundred dollars, upon the condition, that the plaintiff in said action, said Theodor Kimm, shall prosecute his action without delay and with effect, refund all sums of money that may be adjudged to be refunded to the defendants therein, John and Eliza Keippert, or found to have been received by ^{the} Plaintiff Theodor Kimm, and not justly due to him, and pay all damages and costs, that may accrue to any defendant or garnishee, by reason of the attachment or any process or proceedings in said suit, or by reason of any judgment or process thereon; which bond

was approved by the clerk of said Circuit Court of Jefferson County Missouri, on the 11th day of January, 1869.

The original of said bond being among the papers in said action, and forming part thereof, a certified copy thereof is herewith filed.

Plaintiffs state, that upon said papers, to wit: said petition, affidavit and bond, being filed in the Clerk's office of the Circuit Court, of said County of Jefferson as aforesaid, and on the demand of said Theodore Kimm, the Clerk of the Circuit of Jefferson County, Missouri, issued a writ of attachment, dated January 11th 1869, and directed to the Sheriff of said Jefferson County, commanding said Sheriff, to attach said John Weippert and Eliza Weippert, alias Eliza Yaku, by all and singular their lands and tenements, goods, chattels, rights, moneys, credits, evidences of debt and effect or so much thereof, as shall be sufficient to satisfy the sum of twelve hundred and eighty dollars and 90 cents, and also to summon said John and Eliza Weippert to appear before the Circuit Court of said Jefferson County, on the 10th day of May 1869, to answer the petition of said Kimm.

Plaintiffs state, that the Sheriff of said County of Jefferson, in obedience to said writ of attachment, did soon after, to wit: on the 15th day of January 1869, attach and seize upon the following Real Estate, situate in said County of Jefferson Missouri to wit, Lot number three (3) in the town of Windsor Harbor, in said county

(over)

with all the improvements thereon.

Plaintiffs state, that thereafter to wit; on the first day of October 1869, said Kimm filed an amended petition in said action, in which in substance nearly the same allegations were made, as in the first said petition. to which said amended petition, an answer was filed by Eliza Weippert on the 4th of October 1869; and that thereafter to wit; on the 17th day of November 1869 another amended petition was filed by said Kimm stating in substance the same matter as in the first petition and in addition, that said Eliza Weippert was at the time said notes were executed, and was still then the wife of John Weippert, and owning the Real Estate attached and seized by the Sheriff as aforesaid, as her separate property and in her own right, and that he Kimm, had a lien on said property for said notes and asked judgment on said notes and the enforcement of such judgment and lien against said separate property.

To the second amended petition Eliza Weippert filed an answer on February 1st 1870, admitting the execution of said notes, but denying that said Kimm had a lien on said separate property, for said notes, and that she was indebted for said notes.

Plaintiffs state, that the matters, put in issue by said second amended petition, and the answer thereto, were tried in the circuit Court of said Jefferson County, and judgment was rendered thereon on the 5th of February 1870, by said Court, against Eliza

Weippert for the amount of said notes, and that said Kimm have a lien on said separate property of Eliza Weippert, attached as aforesaid, and special execution.

From this Judgment Eliza Weippert appealed to the District Court of the 2nd District of the State of Missouri, which District Court rendered Judgment in said action, against said Kimm and in favor of Eliza Weippert.

From this Judgment of the District Court, said Kimm appealed to the Supreme Court of the State of Missouri, which Supreme Court decided in said action against said Theodore Kimm, and in favor of Eliza Weippert upon the merits of the case, at the October term 1870 of said Supreme Court, and on the 31 day of October 1870.

Plaintiffs further state, that one of them, Eliza Dorne, is the identical Eliza Weippert alias Elias John, against whom and John Weippert her husband, the aforesaid action by attachment, by Theodore Kimm was instituted; that at the time said action was instituted, and before that time, and till after the said action was decided in the said Supreme Court, as aforesaid, she was the wife of said John Weippert, but that since said decision of the Supreme Court, said John Weippert has been legally divorced from said Eliza Weippert, now Eliza Dorne, and she Eliza Weippert has since intermarried with

(over)

C. G. Downe, the other plaintiff in this suit

Plaintiffs therefore state, that the defendants herein, Bernard A. Sternberg and Philip Pipkin, who executed the bond aforesaid, filed in the aforesaid action by attachment, have forfeited said bond in this, that said Theodore Kimm has not prosecuted his said action with effect, and has not paid all damages and costs that have accrued to the Plaintiff herein Eliza Downe formerly Eliza Weippert, by reason of said attachment or any process or proceeding in said suit, or by reason of any judgment or process thereon, as stated in the condition of said bond, by reason of which forfeiture an action has accrued to the plaintiff herein, Eliza Downe, to demand and have, of and from the defendants herein, the amount stated in said bond to wit: Twenty three hundred dollars.

Plaintiffs further state, that the Real property attached in said attachment suit, by the Sheriff of said Jefferson County, at the instance of said Theodore Kimm, was at the time the same was thus attached and seized, and till after the decision of the Supreme Court as aforesaid, the sole, separate and exclusive Real Estate, of the plaintiff herein, Eliza Downe, formerly Eliza Weippert, and that by such attachment and seizure, she has been largely damaged, in the following particulars to wit:

from the time of said attachment up to said decision of the Supreme Court, that is for over one year and nine months, she was deprived of the use of said Real Estate attached, which use was worth five hundred dollars, that at the time of said attachment, she Eliza Dorne formerly Eliza Weippert, was having a nice and valuable two story brick house, erected and built on said Real Estate, which was not yet finished, and during the whole time said suit was pending, exposed to rains and storms, and all kinds of weather, without being protected, as was also the land its self, on which there is a vineyard, and that the damage thus caused by said attachment to said unfinished house and land, amounts to fifteen hundred dollars, and that she has paid Attorneys fees to Attorneys employed by her in said case, to wit: to Henry F. Shivers \$200. and to Jos. J. Williams \$100. being reasonable fees for their services.

Plaintiffs therefore state, that the damages general and special, accrued to said Eliza Dorne formerly Eliza Weippert, by reason of said attachment, amounts in all to twenty three hundred dollars, for the payment of which the defendants herein are liable by reason of the forfeiture of said bond as aforesaid, and

(ms)

for which plaintiffs ask Judgment
Henry F. Ahlvers
Atty for plaintiffs

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

Witness W. J. Bryce clerk of
the said Court with the seal thereof
hereunto affixed this Dec 13th 1872

W. J. Bryce Clerk
By Chas. H. Corwin Depy

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

Philip Pipkin

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 *Second* ~~Monday after the fourth~~ Monday of *January* next, then and there to answer unto

The State of Missouri to the use of Eliza Drowe, formerly Eliza Weippert and C. S. Drowe her husband

upon *their* 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 affixed, at office in Hillsboro, this *13th*

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

Clerk Circuit Court.

By _____ Deputy.

I Executed the within in the county of Jefferson State of Missouri
on Philip Pipkin by Delivering him a true copy of the writ
and Petition as furnished me by the clerk of Said court
on the 21 day of December 1872

J. B. Mop Sheriff

3516

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

January TERM, 1873.

Dawne & Dawne

vs
Stenberg & Pipkin

Original

723 48 76 76 77 82

13

Sheriff Fee 100

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

The State of Missouri,

St Louis

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

We command you, that you summon

Bernard A. Sternberg

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 *Second* ~~Monday after the fourth~~ Monday of *January* next, then and there to answer unto

The State of Missouri to the use of Eliza Gorone, formerly Eliza Weippert, and C. G. Gorone, her husband

upon *their* 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 *13th*

W. S. Boyce day of *December* A. D. 18*72*

Clerk Circuit Court.

By

Thos. Lane Deputy.

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

January TERM, 1873.

Brown & Brown

vs
Stebbing & Pipken

vs
the Sheriff of St Louis Co.

Original

St Louis

\$ 1.00

Executed this writ in St Louis County on the 17th day of December
1872, by delivering a copy of the writ and petition so furnished by the
Clerk to Bernard H Sternberg

for \$1.00 paid

Philip C Taylor, Sheriff
P. Bischoff Dpt

Eliza Dome &
C. G. Dome her
husband

^{vs}
B. A. Stenbury &
P. Piptkin

In the Circuit
Court July
Term 1873

Now comes the defendant
P. Piptkin and moves the court
to rule pty to security for
costs because the said plaintiff
are insolvent and unable to
pay costs.

P. Piptkin

Elihu Dorne ✓
C.B. Dorne

4

Shenley ✓
P. Pipkin

Motion to rule
proofs to security
for costs

Filed Jan'y 13th 1873
W.S. Boyce Sec
B. O. The Hon. J. L. Cox

The State of Missouri to use of } In the Circuit
 Eliza Dome and C. G. Dome } Court JEFFERSON
 Husband of Eliza Dome } Don County
 Plaintiffs } State of
 against } Missouri
 Bernard A. Stenberg and } January
 Philip Piskin defendants } Term 1873.

Philip Piskin and Bernard A. Stenberg
 defendants in this suit for answer
 to the petition of the plaintiffs state
 that they admit that Theodore Kimm
 did, on the day and year stated
 in the petition, institute an attach-
 ment suit against the said Eliza
 Domes and John Domes as stated
 in the petition; that said Kimm
 on the day and year stated in petition,
 filed in said action a bond executed
 by said Stenberg as principal and
 said Piskin as security in the sum
 of twenty three hundred dollars as
 stated in petition, and conditioned
 as in petition stated, also admits
 that an attachment issued in said
 cause and was levied in the manner
 and form and upon the property
 in petition stated, admits that said
 cause was tried in the Circuit Court

district and Supreme Courts as
stated in the petition.

Defendants state that they have no
knowledge nor information ^{through} sufficient
to form a belief as to whether the said
Eliza Donne, at the time said action
of attachment was instituted and before
that time and until after said action
was decided in the Supreme Court
as aforesaid ~~she~~ was the wife of
the said John Trisput. Nor have
they any knowledge, or information ^{through} on
which to form a belief as to whether,
since the said decision in the Supreme
Court, said John Trisput has been
divorced from said Eliza Trisput
and that she has since remarried
with said C. G. Donne.

Defendants deny that they have for
feited said bond in this that said
Kimm has not prosecuted his said
action with effect and has not paid
all damages and costs that have
accrued to the said Eliza Donne
formerly Trisput, by reason of said
attachment or any process or proce-
ding in said suit or by reason of any
judgment or process thereon as stated

in the Condition of said bond -
Defendants deny that by reason of
said alleged forfeiture an action has
accrued to the plaintiff Eliza
Dorne to demand and have of
and from the defendants herein
the amount stated in said bond
to wit twenty three hundred dollars
or any other sum. Defendants
deny that the property mentioned
in the petition the sole separate and
exclusive real estate of said Eliza
Dorne alias Weippub - Denies that
by such attachment and seizure
she has been largely damaged in
the following particulars to wit,
from the time of said attachment
up to the said decision of the Superior
Court that is for over one year and
nine months she was deprived of the
use of said real estate attached or
any part of it. Denies that the use
aforesaid was worth five hundred
dollars or any other sum. Defendants
deny that the said nice two story
brick building which was being erected
on said real estate and was unfinished
was damaged by rains storms and
all kinds of weather as well as the

and itself or the vineyard thereon
by reason of said attachment or any
process or proceeding thereon.

They deny that the damage caused
by said attachment to said unfinished
house and land amounts to fifteen
hundred dollars or any other sum.

They deny that said plaintiff has
paid attorney fees employed by him
in said attachment six, to wit to
Henry F. Ahlborn \$200 paid to Jno. J.
Williams \$100 dollars.

Defendants deny that the damages
general and special accrued to
said Eliza Dome formerly Eliza
Weippert by reason of said attach-
ment amount in all to twenty thou-
sand dollars or any other sum
and deny that the said defendants
are liable by reason of any forfeiture
of said bond for said twenty thou-
sand dollars or any other sum.

And for further defense and as a
bar to any cause of action which the
said Eliza Weippert alias Dome, may
have had, by reason of the alleged
forfeiture of said bond these defendants

say

that at the time of the levy of said
attachment to wit on the 15th day of
January 1869, John Weippert the
husband of said Eliza (as was gener-
ally reputed) was living in and occu-
pying the said brick house and
said then acres of land, that said
Sheriff never took possession of said
property or any part of it, nor
did he dispossess said Weippert
or the said Eliza of said property
by reason of said levy or seizure.
That at the time of said levy and
for some time prior thereto some
five or six laborers, mechanics and
lumber men, Contractors in the erection
of said brick house, had filed
Mechanics Liens upon said real
estate and brick house in the
Circuit Court of Jefferson County
aforesaid and had instituted suits
therein to enforce their liens against
said property; that at the time of
said levy the work upon said brick
house had been stopped in consequence
of the suits aforesaid on said liens
and in consequence of the inability
or unwillingness of said John & Eliza
Weippert to pay for said work &

labor and materials; that at the next
term of the Circuit Court of said
County for the year 1869 and the

judgments were rendered on said
debits for the aggregate sum of ^{about} \$1700
dollars together with the cost; against
said property, that executions were
issued on said judgments and the
property was sold to said Theodore
Kimm who had purchased said
judgments for the sum of
dollars; that afterwards to wit at
the term of said Circuit
Court for the year said Kimm
brought his writ in execution against
said John ^{Edgar} ~~Wright~~ ^{Wright} who ~~was~~ ^{were} still
in possession, and obtained a
judgment for the possession of said
property with a writ for the possession
of the same; that said writ was
executed on the 30th day of December 1870
and the possession thereof delivered to
said Kimm who held the possession
by virtue of his said writ of possession
until on the day of March 1872
or about that time; that on the day
and year aforesaid or about that time

the said plaintiffs applied to Bernard A. Stumberg one of these defendants to aid them in getting from said Kimm the title to said property which he had acquired by virtue of said Court under the Mechanics Lien's of said, and a certain tax title which he had also acquired after said Attachment suit was brought; that, at the time last aforesaid said plaintiffs also applied to said Stumberg to aid them in getting the money necessary to pay off all the incumbrances which Mr Kimm had upon the property, as well as all other incumbrances and that said Stumberg should act as the agent of the plaintiffs in effecting a compromise of all matters in controversy growing out of said Attachment suit or Mechanics Lien, and to get from him the title back, which said Kimm had acquired as above stated; that in order to effect said compromise and remove all incumbrances and liens from the said property said Stumberg agreed to raise \$2000 for which said plaintiffs agreed to give a deed of trust on said property after a reconveyance of

the title to them or to said Eliza; that accordingly said Sturtevant called upon Kinn and at the instance and request of the plaintiffs made substantially the following agreement with him, to wit, said Kinn was to convey all his legal title and interest in and to the property aforesaid, to Mrs. Tripp and to dismiss all the suits, or actions, upon condition that the plaintiffs should pay all costs growing out of said several suits by attachment or mechanics liens or otherwise, and release said Kinn and his said securities from any claim of damages growing out of said attachment suits, and that all matters in dispute of every character between them and them terminate each party to pay his or their own lawyers fees. Thereupon Mr. Kinn in order to carry out his part of the agreement, and as ^{said Sturtevant} I had to raise the said \$2000, quit claimed the said Sturtevant the said property, who was to convey by like and the said property to said Eliza Donne so soon as she complied with the conditions of said compromise - that afterwards to wit in the latter part of

March 1872, the said defendant Stumbug and the plaintiff G. C. Dorne went to Hillsboro, at the expense of said Dorne, and then and there said Dorne paid to the Sheriff of said County all the costs in the several mechanics lien cases, and to the Clerk of the Circuit Court all the costs in the attachment suit and to the collector all the taxes due upon said property; therefore, in pursuance of said agreement, the said Stumbug filed with the Recorder of said County the said Lien Claims and ~~the~~ Mr. Kimm to him, and his Lien Claim to said Mrs. Wappah Dorne and the Aud of trust of said Mrs. Wappah Dorne which they had given to secure the \$2000 which said Stumbug had negotiated for said plaintiffs, to enable them to purchase said property and clear off all incumbrances.

Wherefore in consideration of the premises aforesaid defendants say that the said plaintiffs are barred and forever estopped from recovering from these defendants any damages if any which the said Eliza may have sustained by reason of said attachment or any process or proceeding growing out of

the same and having fully answered
ask to be discharged with their costs.

P. P. Min

for depts.

Jeff Creek Camp
July Term 1873

State to use of Eliza
Dorrie & G. B. Dorrie
vs

B. A. Stenberg &
Philip P. Piskin

Dyts answer

Filed July 18th 1873
W. S. Boyce
Clerk

The State of Missouri,

COUNTY OF JEFFERSON.

To B. N. Stenberg and John C. Lemeiner
and John Trippett vs. B. N. Stenberg and John C. Lemeiner
15th of September 1873

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 17th day of May 1873

, 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

O. G. & Eliza Darnell are

Plaintiffs, and B. N. Stenberg &

B. N. Stenberg are

Defendants, on the part of Defpts

; 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 13th day of

May A. D. 1873

E. F. Honey
Clerk.

SUBPOENA

RETURNABLE TO
JEFFERSON CIRCUIT COURT.

May

Term, 1873

Dawson & Dawson
vs
B. W. Sternberg

For Debt

Executed this subpoena in Saint Louis County
on the 15th day of May 1873, by reading the same to
B. W. Sternberg and John C. Ginnam. — John
Wequest cannot be found in my county

Fees, 1.00

W.E.

25

1.25 Paid

J. C. Taylor Sheriff

By Com. G. H. Kelley Deputy

We acknowledge service of this writ on the
15th day of May 1873 — May

State of Missouri to
use of Eliza Doune +
C. G. Doune Plffs.

vs

B. N. Stenberg and
Philip Peckin Dfts.

In the Circuit
Court of
Jefferson County
Missouri
May Term 1873.

These defendants, for amended
answer to the petition of the plaintiffs,
state, that they admit that Theodore
Kimm did, on the day and year
stated in petition instituted by attach-
ment, a suit against John & Eliza
Weipert, as stated in said petition;
that these defendants executed
an attachment bond as stated, for
the sum and with the conditions
stated in petition -

They deny that said attachment
suit was ever carried to District
and Supreme Courts as stated;
but they say that shortly after said
attachment suit was brought it
was changed into a suit in equity
the object of which was to enforce
the payment of the several notes
against the separate property of
said Eliza on the ground that
she was a married woman

woman at the time said notes
were executed by her and her alleged
husband said John Waput -
that; after said attachment suit
was so changed into a suit in
equity the suit at law was
abandoned and was so considered
by the parties to ~~there~~ after
that time - No plea in abatement
of the attachment suit was ever filed
by said Eliza and no possession
of the property levied on was ever
taken from said Eliza or her said
alleged husband John Waput
by the sheriff or said Kimm
man said attachment, but the
same was retained by them for a
long time after the abandonment
of said attachment suit and until
the property was sold but under
execution as hereinafter stated.

Defendants for further answer say
that they have no knowledge nor
information thereof sufficient whereon
to form a belief as to whether the
said Eliza at the time said action
was brought and before that time and
until after said action was decided
was the wife of said Thiput, nor
whether since said decision said
Thiput has been divorced from
said Eliza, nor whether since said
alleged divorce said Eliza has
married said Donne.

Defendants for further answer deny
that they have forfeited said bond
in this, that said Kimm has not
prosecuted his said action with effect
and has not paid all damages
and costs that have accrued
to said Eliza by reason of said
attachment or any process or
proceeding in said suit, or by
reason of any judgment or process
or proceeding thereon as stated
in petition.

Defendants for further answer
deny that by reason of said alleged
forfeiture an action has accrued
to said Eliza Down, Trustee to
demand and have of and from
the defendants the amount of
twenty three hundred dollars
or any other sum.

Defendants deny that the property
mentioned in the petition was the
sole separate and exclusive property
of said Eliza Trustee Down -

Deny that by reason of such or
any attachment and seizure as alleged,
the said Eliza has been largely
damaged in the manner stated
or in any manner whatever.

Deny that "from the time of the
attachment up to the decision of
the Supreme Court that is for over
one year and nine months she
was deprived of the use of said
real estate or any part of it.

They deny that the use of said
property was worth five hundred
dollars or any other sum.

They deny that the said alleged

near two story brick building which was being erected on said real estate and was unfinished was damaged by rains storms and all kinds of weather as well as the land itself or the vineyard thereon by reason of said attachment or any process or proceeding thereon.

They deny that the damages caused by said attachment to said unfinished house and the land amounts to fifteen hundred dollars or any other sum - They deny that said said plaintiff have paid attorneys employed by him, the said Eliza, in said attachment suit, that is to say: N. F. Alvey \$200 and Jos. J. Williams \$100 - for their services in and about the said attachment suit -

Defendants deny that the alleged damages general and special accrued to said Eliza by reason of said attachment amount in all to twenty three hundred dollars or any other sum -

They deny that said defendants are liable by reason of any forfeiture of said bond for said twenty three hundred dollars or any other sum -

And for further answer to plaintiff's
action and for further answer to said
petition - These defendants aver and
state that sometime in the Spring or
Summer of the year 1869, John Tripart
Contracted with sundry mechanics, laborers
lumber and material men to erect on
the premises mentioned in the petition
the said two story brick building -
that during the time of the building
of said house said Eliza was living
in New Orleans La, that in
the fall of that year, the said
mechanics, laborers, lumber and material
men, stopped this work and refused
to proceed with it because the
said John Tripart and Eliza Tripart
failed to pay them for said work
material &c, that they filed their
mechanic liens against said
property to enforce the payment
of their claims, and afterwards brought
suit thereon, that at the time said Kimm
brought his said suit the work had
been abandoned and stopped for
the want of means, or a refusal to
apply them to the liquidation of
said lien claims - by said Tripart

that notwithstanding the said suit
by Kimm and the levy of the attachment
aforesaid - said Wright remained on
the premises cultivated the grounds
and lived in the unfinished building,
and so continued to live there and
occupy the same until long after
the said attachment suit was abandoned,
as aforesaid and until about the
30th day of Dec. 1870, at which
time the Sheriff put said Kimm
in possession as hereinafter stated.

Defendants further aver that judgments
were rendered on the said several
Mechanic Lien suits for about the
sum of \$2200 debts and costs, and
special executions were issued thereon
and the property aforesaid was put
up and sold and was purchased
by said Kimm on or about the
day of Feb. 1870. That afterwards said
Kimm brought his suit in ejectment
against John Wright who was
still in possession, judgment was
rendered in his favor at the Sep-
tember 1870 a writ of possession was
awarded and executed by putting
Kimm in possession on the day and
year above stated.

That from and after that time said
Kium remained in possession until
about the middle of March 1872 -
Defendants further state, that after the
purchase by Kium as aforesaid of said
premises and before the last mentioned
date, a portion of the Mechanic lien suits
had been taken to the Supreme Court
and had been reversed and sent
back for retrial - so that at the
time last aforesaid said suits were
still pending - And defendants
further aver that the taxes on said
property not having been paid the
said property was sold for the same, and
purchased by one - - from whom
said Kium acquired whatever
title said purchaser had - and held
the same at the date last aforesaid -

That at this time March 1872, the
said plaintiffs applied to B. H. Strabing
Co. defendant to obtain a loan on
the said property, that said Strabing
informed them through their agent
that he would not entertain any
proposition or advance any money
on said property in the then con-
dition of the title, but that

if all the incumbrances were removed
he would advance them \$2000 on
said property; that plaintiffs then
employed the said Sturmburg their
agent to effect a compromise with
said Kimm who then held possession
under his sheriff's deed and tax title
and was the owner by purchase
of the said Mechanic Lien; that
said Sturmburg called on Kimm
and agreed with him substantially
as follows to wit, The said plaintiff
were to pay him for all his claims
against said property the sum of
Twenty one (2100) hundred dollars
and take a quit claim deed to it,
that they were to pay the costs of
the attachment suit and all other
suits instituted by Kimm, the
Mechanic Lien Suits and the then
accrued taxes, that Kimm was
to make said quit claim deed and
restore the possession of the property
to the plaintiffs. Accordingly this
defendant Sturmburg and said
C. G. Donne went to Hillsboro
in order to close up the matter
in accordance with said agreement.
Said Donne paid off all the costs

And Taxes aforesaid, and a quit Claim
and from said Kinn to said Eliza
~~Dome~~ Sturmg, and a like deed from
Sturmg to said Eliza, having been
prepared according to the understanding
of the parties, the same were delivered
and then and there recorded
and at the same time a deed
of Trust from Dome and wife
to secure said \$2000 was also
delivered, and recorded by said
Sturmg - that the said 2000
so borrowed of said Sturmg together
with the addition of \$100 furnished
by said plaintiffs were paid
over to Kinn in full payment
of all his said claims of all
kinds against said property
The sum necessary to pay off
the said costs and taxes were
paid by the plaintiffs -

So that Defendants say that whatever
right right of action the said plaintiffs
might have had, if any, against
these defendants growing out of
the attachment such aforesaid
was settled, compromised and paid
for in the above agreement

Between said Himm and the plaintiffs
as above set forth.

Wherefore Defendants say that
said plaintiffs ought not to have
and maintain their said action
against them and having
fully answered asks to
be discharged with costs.

J. P. Phipps
for himself and
his Co. Defendants
Stirling -

Jefferson Circuit
Court
May Term 1873.

Downe & ~~Pigme~~
vs

Sternberg & Pipkin

Amended Answer

Filed May 19 1873
M. J. Burdett
Clerk.

State of Missouri vs of
Eliza Dorne et al

vs
B. A. Stumberg & P. Piffkin

In the Circuit
Court of Jefferson
County Mo.
May Term 1873.

To the above named Plaintiff

You are notified that depositions
of witnesses to be read in evidence on
the part of the defendants will be taken
at the office of B. A. Stumberg North West
Corner of 5th and Market Streets in the
City of St. Louis in the County of St.
Louis in the State of Missouri,
on the ~~17th~~ day of May 1873 between
the hours of 8 o'clock in the forenoon
and six o'clock in the afternoon
and that if not completed on that day
the same will be continued at the same
place and between the same hours
from day to day until completed

P. Piffkin
for Defts.

I acknowledge service of the foregoing notice upon me, as
the Attorney of plaintiffs, and waive the necessity of service thereof
by an Officer or otherwise according to the Statutes.

This 13th day of May AD. 1873.

Henry F. Adkins
Atty. for plffs

Depositions of witnesses produced
sworn and examined on the 17th
day of May in the year of our Lord 1873
between the hours of eight o'clock
in the forenoon and six o'clock in
the afternoon of that day the office
of B. N. Sternberg North West Corner of
5th and Market Streets in the City of
St Louis in the County of St Louis
in the State of Missouri before
me Charles H. Hoffmann a Notary Public
in a certain Cause now depending
in the Circuit Court of the County
of Jefferson in the State of Missouri
between the State of Missouri to the
use of Eliza Down and C. G. Down
plaintiffs and Bernard N. Sternberg and
Philip Piptkin defendants on the part
of the defendants

Bernard N. Sternberg of lawful age being
produced sworn and examined on
the part of the defendants deposes and
saith—

My name is Bernhard N. Sternberg, reside
3214 Bernard Street, Saint Louis, my occupation
is that of a Real Estate Agent, my age is 43 years.
I am one of the defendants in the suit of Eliza

Dorwin & Eliza Dorwin, pending in the Jefferson County Circuit Court, I know the plaintiffs. It was some time in February last year (1872) when a broker with the name of Peters, submitted to me an application for a loan of a couple of thousand Dollars, to be raised ^{for} by the plaintiffs and to be secured by deed of trust in property situated at Windsor Harbor in the County of Jefferson State of Missouri. Knowing the condition of the property offered as security and also that ~~indeed~~ the title to it was in an imperfect state and in controversy, I told the broker that I could not consider the loan at all except the difficulties in the title were removed and all proceedings in Court at that time pending were dismissed and finally settled. A few days thereafter said Broker informed me that he had seen the plaintiffs and that they were about to have this matter settled in a way satisfactory to me. Subsequently the plaintiffs Eliza Dorwin as well her husband C. J. Dorwin called in person at my Office and upon talking the matter all over, the following agreement were had between us: viz: Mrs Dorwin appointed me her agent to go to see Mr Theodor Kemmerich and to get his lowest figure of the sum he was to take in settlement in full of all matters in controversy between him and the plaintiffs he upon payment of such a sum was to quitclaim his title to defendants or their Agent, the plaintiffs to ~~to~~ dismiss all suits whatsoever, pay all and

every cost accrued or to accrue, and in this way to
end all difficulties, each party to pay ~~their~~ their
Attorney fees. About the middle of March 1872
I went to Kilmorris and as agent of Mrs
Dorrie and her husband I made arrangements
with Mr Kinson to the effect that upon paying of
the sum of twenty ~~one~~ hundred Dollars on the part of
the plaintiffs and upon their paying of all the costs
whichever and also upon their paying of all the
taxes in arrear and ^{their} Attorney fees and upon dismissing
all the suits in Court in which the parties and the property
was involved, he was to execute a quitclaim, ^{all} all
his right title and interest to the property unto the
plaintiffs, give them possession and have ended on
his part likewise all pending matters in controversy.
In complying with this agreement Mr Kinson executed
a Quitclaim deed to the me as a matter of courtesy,
I to transfer the same to plaintiffs as soon as
they had complied on their part with the conditions of
the agreement. ^{the} When returning to Saint Louis my
understandings with Mr Kinson were approved by
the plaintiffs fully and without reserve. On or about
March 19. 1872 Mr Dorrie & I went to Hillsboro
the farms seat and there Mr Dorrie in
complying with the agreement paid all and singly
the costs as they appeared on the Book of the Circuit Clerk
and paid to the Sheriff the costs of a mechanics lien
case in his hands, paid to the Collector of Taxes all Taxes
in arrear on said property in Windsor Harbor and

paid also the cost for examining the title to the property, and when this all was done, and when Messrs Thomas & Brothers, the Title Examiner had satisfied themselves that all matters had been settled between the parties and that no outside claims was against the property, my wife, I filed Mr. Kimson's Oath claims to me and my Oath claims to the plaintiffs, Mr. Downe paying the Recorder's fees, and I filed also the Deed of Trust the plaintiffs had given to secure the loan of \$20.00 out of which proceeds Mr. Kimson had been paid.

It was expressly understood between Mr. Kimson and myself as agent of Mr. & Mrs. Downe that all and every action arising from the controversy was ended and lay aside forever and that no action should be taken against Mr. Kimson or against his securities on the Attachment Bond. I gave to Mr. Kimson as agent of the plaintiffs, when I received Mr. Kimson's Deed this in writing and my actions were perfectly approved by the ~~defendants~~ plaintiffs.

Some time in March 1873, when an Interest Note was ^{to} become due on the sum of \$2000, raised by me and loaned to the plaintiffs as stated herein before Mrs. Downe called on me and suggested that I might raise for her some more money on the property in Windsor Harbor, when I answered that I had been very much disappointed by them, in regard to the breaking of the conditions of our agreement as they had brought a suit against me as surety

on the Attachment Bond. She looked much surprised, denying all knowledge of the suit and said that she could only explain the fact that during her husband's stay at the Jail in Hillsboro the Attorney in the case might have induced him to consent to the foolish suit; that as soon as her husband would return, the first thing she would cause him to do was to dismiss the suit.

When I speak of the property in Windsor Harbor I mean the property which Mrs. Dora Donnell owns in Windsor Harbor and the same which was in controversy ^{between} by Kimball and Dupont and wife and also the object of several mechanics' liens.

Mr. Peters represented himself as the agent of Mr. and Mrs. Donnell to effect this loan, and upon my telling him what first had to be done about the title, he and Mrs. Donnell came together to my office, afterwards Mrs. Donnell came and approved the understanding.

The one hundred Dollars which I paid to Mr. Kimball over and above the \$2000 I had loaned to Mrs. Donnell were paid cash to me by Mrs. Donnell and also a commission of 5% on the money loaned, of which however Peters received one half for his services. My traveling expenses were paid by Mr. Donnell.

When Mr. Donnell was to settle all the costs and taxes due on the suit and the property, he was short of money, and upon his request I advanced him \$63²⁰/₁₀₀ and when we returned to St. Louis

~~larger sum~~ and settled our accounts he was indebted to me for \$127²⁹/₁₀₀, for which he gave me his note which afterwards was paid.

And further this deponent says not.

Bernhard A. Stenberg

Subscribed and sworn to before me on the day at the place and within the hours first aforesaid

Charles H. Hoffman
Notary Public

State of Missouri
County of St. Louis 3d

I Charles H. Hoffman a Notary Public within and for the County of St. Louis and State of Missouri do certify that in pursuance of the annexed notice came before me at the office of B. A. Stenberg North West Corner of 5th and Market Streets in the City of St. Louis, ^{in the County of St. Louis} and the State of Missouri Bernard A. Stenberg who was by me sworn to testify the whole truth of his knowledge touching the matter in controversy aforesaid, that he was examined and his examination reduced to writing and subscribed by him in my presence on the day, between the hours, and at the place, in that behalf first aforesaid and his said examination depoi

sition is herewith returned.

And I further certify that the said
Bernard Shuburg is a resident
of the City and County of St
Louis in the State aforesaid

In ~~Witness~~ Whereof I
have hereto subscribed
my name and affixed
my official seal at
office in the City and
County aforesaid this
17th day of May 1873-

Charles H Hoffmann
Notary Public

fees \$3.00
paid by defendant



State of Mississippi
to use of Eliza Donne
& C. G. Down
or

B. A. Stumling and
Philip Perkins

Depositions

Filed May 20th 1873
W. S. Boyce
Clerk

State of Missouri to use of Eliza Danne,
and G. G. Danne, plaintiffs,

B. N. Sternberg and Philip Pipkin,
defendants.

Now come plaintiffs by their Atty. and in reply to the answer of defendants, deny that said Attachment suit, on the bond in which this suit is brought, was shortly after its institution turned into a suit in equity, as defendants say in their answer, and that said Attachment suit as action at law was abandoned, as defendants allege, and deny that no possession of the property leased or, was taken from said Eliza and her then husband John Weippert, and deny that the said property was retained for a long time ~~by plaintiffs, by Eliza and John Weippert~~ after the abandonment of said Attachment as stated in defendants answer.

Plaintiffs deny that in the spring or summer of the year 1869, John Weippert contracted with sundry mechanics, laborers, lumber and material men to erect on the premises mentioned in petition the said two story brick building, that during the time of the building of said house said Eliza was living in New Orleans, La. that in the fall of that year, the said mechanics, laborers and lumber men, and material men stopped their work and refused to proceed with it because the said John & Eliza Weippert failed to pay them for said work material &c. that they ~~had~~ filed their mechanic liens against said property to enforce the payment of their claims and afterwards brought suit thereon, that at the time, said Kincaid brought his said suit the work had been abandoned,

and stopped for the want of means or a refusal to apply them, to the liquidation of said lien claims - by said Weippert, that notwithstanding the said suit by Kinnin and the levy of the attachment aforesaid, said Weippert remained on the premises, cultivated the grounds and lived in the unfinished building and so continued to live there and occupy the same until long after the said attachment suit was abandoned, as defendants state, and until about the 30th day of Decr. 1870, when, as defendants wrongly state, the Sheriff put said Kinnin in possession.

Plaintiffs deny that judgments were rendered on said general mechanic's lien suits for about \$7200, writs and writs and special execution were issued thereon, and the property aforesaid was put up and sold and was purchased by said Kinnin, as or about the day of Febr. 1870, that afterwards said Kinnin brought his suit in ejectment against John Weippert, who was still in possession. Judgment was rendered in his favor at the Sept. term 1870, a writ of possession was awarded and executed by putting Kinnin in possession on the day and year as stated by defendants.

Plaintiffs deny that ^{any} from and after that time said Kinnin remained in possession until about the middle of March 1872, and deny that after the purchase by Kinnin as aforesaid of said premises and before the last mentioned date a portion of the mechanic's lien suit had been taken and deny that the taxes on said property not having been paid the said property was sold for the same, and purchased by one ~~one~~ grand

whom said Kurrie acquired whatever
title said purchaser had, and held
the same at the date last aforesaid

and ~~defendants~~ Plaintiffs deny, that
at that time in March 1872. they the
plaintiff applied to B. N. Sternberg and defen-
dant to obtain a loan on the said Property
that said Sternberg informed them through
their agent that he would not entertain
any proposition or advance any money
on said property on the then condition
of the title, but that if all the incumbran-
ces were removed he would advance
them \$2000 on said property, that plaintiffs
then employed the said Sternberg their
agent to effect a compromise with said
Kurrie who then held possession under the
Sheriff's deed and tax title and was the
owner by purchase of the said mechanic's
lien's, that said Sternberg called on Kurrie
and agreed with him substantially as
follows to wit: The said plaintiff were
to pay him for all his claims against
said property the sum of twenty and
hundred dollars, and take a quit-claim
deed to it, that they were to pay the cost
of the attachment suit and all other
suits instituted by Kurrie, the mechanic's
lien suits and the then accrued taxes,
that Kurrie was to make said quit
claim deed and restore the possession
of the property to the plaintiff ^{and deny that} accordingly
by this defendant Sternberg and said
Levi Darnie went to Willboro in order
to close up the matter in accordance

with said agreement, and deny
that said Dornne paid off all the costs
and taxes aforesaid, and a quit claim
deed from said Kinn to said Stern-
berg, and a like deed from Sternberg to
said Eliza ~~being~~ ^{being} prepared according
to the understanding of the parties, ~~the~~
to carry out the agreement, which defen-
dants falsely allege was made, and deny
that said \$2000 and \$100. were paid
to said Kinn as full payment of all
his claims and ~~that~~ deny, that the
attachment suit and the damage
arising therefrom were considered
by and compromised by the
said parties, as defendants falsely
allege. And plaintiffs state, that the
agreement, defendants allege, was made
between Sternberg and Dornne, had
no reference ~~to~~ the attachment suit
and damage arising therefrom, but that
this matter was left entirely uncom-
promised, and entirely out of the
agreement.

Henry F. Ahlson
Atty for plffs.

State of Missouri
to use of Eliza and
G. G. Danne, pelf.

as
B. N. Steenberg
and Philip Kyrin
depts.

Replication
by pelf.

Filed May 21st 1873

W. S. Boyce

Clerk

Book, no. 7.

Motion for costs, p. 7. Day, 5.

Filing & Ent. and, " 23 " "

Motion for security for costs overruled, p. 48. May "

Amended and filed, p. 70 " "

Order to pub. & file Dep. p. 76 " "

Ent & file resp. " 77 " "

Judgment, p. 82. " " day.