

Jefferson County Circuit Court
Case Files - Civil

January 1873

Leutzinger, Jacob

vs

Reppy, Samuel

Mechanics Lien

\$92.74 for guttering; 2 1/2-story
frame building; lot 28 Marty +

O'Neil's Addition to Hillsboro

Box

30 Folder 53

fix them to said building, at and for the sums and amounts, set hereinafter opposite said materials and goods; to wit: and plaintiff states, that he did execute his said contract and furnish and deliver to defendant and put on and fix to said building the said materials at the times hereinafter set forth; and that the materials delivered, the times when delivered, and the prices for which the same were delivered and put onto said building are as follows, to wit:

1872.			
July	23 rd	227 feet of 14 in Valley Gutters a 22° per foot —	\$ 49.94.
"	26 th	19½ feet 14 " Gutters a 25° " "	" 4.85.
"	26 th	19½ " 10 " " a 20° " "	" 3.80.
"	"	1 4-inch patent cut off	" 2.00
"	28	12 feet 4-inch spouting a 20° " "	" 2.40.
"	29.	210 Square feet of Zinc on observatory a 22°	
		per square foot —————	" 46.20.
Aug.	7.	14½ feet 10 inch Valley a 15° per foot —	" 2.10.
"	"	Repairing old spouts to put on new building	" 3.50.
Total amount \$			114.79.

Plaintiff states, that he has received and this amount by draft on Garber of St. Louis 22.05, leaving balance due from plaintiff, \$ 92.74.

Plaintiff further states, that for the purpose of obtaining a lien on the building aforesaid, and the land above described, on which the same is erected, he, plaintiff, in compliance with the General Statutes

of the State of Missouri, (Article III. of chapter 88. of Wagner's Statutes of 1872.) filed as the original contract with defendant, within six months, after said indebtedness accrued, that is, after the 7th day of August 1872., and on the 17th day of October 1872., with the clerk of the Circuit Court of Jefferson County, Missouri, that being the county, in which said building and land is situated, a just and true account of the demand due him from defendant, as above set forth, after he had given all just credits thereon, which was to be a lien upon said building and land, and a true description of the property, as so near, as to identify the same, upon which said lien was intended to apply, with the name of defendant as the owner of said property, which account was verified by his, the plaintiff's oath, and which account, so filed and verified, is hereto attached.

Plaintiff states, that the balance of ninety two dollars and 74 cents, due him, as aforesaid, has not been paid by defendant, though demand has often been made thereof; that plaintiff therefore has a lien on the building and lot or parcel of land aforesaid, to secure said indebtedness, and therefore asks judgment against defendant for the sum of \$92.74. as aforesaid, with interest and costs of suit, and to enforce said lien against the property aforesaid, by

In the Jefferson County
Court House
January Term 1873.

Jacob Leitzinger,

petr

an

Samuel A. Kappay,
deft.

—

Petition
an mechanics
lien

—

Filed Dec 10 1872
W. B. Bryan
By Geo. H. Hume
deft.

Jacob Leutzinger Plaintiff } In the Circuit
against } Court of Jefferson
Samuel M. Weppey Defendant } County Missouri
January Term 1873.

Plaintiff states, that the defendant, at the time, the contract hereinafter specified was entered into between him and defendant, was and still is the owner in fee simple of a certain lot, tract or parcel of land, lying and being situated in Lot (28) twenty eight of Mary and Mills addition to the town of Hillboro, in Jefferson County, Missouri, more particularly described as follows, to wit: Commencing at the South East corner of defendant's new house, thence West seventy yards, thence North seventy yards, thence East seventy yards, thence South seventy yards to the place of beginning, containing one acre more or less.

Plaintiff further states, that heretofore to wit: before the 23^d day of July 1872 and ever since that time the defendant was and still is having erected and built a certain two and a half story frame building on said lot or parcel of land, and that he, plaintiff before said 23rd day of July 1872 made a contract with said defendant as owner of said building, according to which plaintiff was to furnish and deliver to Defendant the materials and goods, hereinafter

mentioned, and to attach and fix them to said building, at and for the sums and amounts, set hereinafter opposite said materials and goods; and plaintiff states that he did execute his said contract and furnish and deliver to defendant and put on and fix to said building the said materials at the times hereinafter set forth; and that the materials delivered; the times when delivered and the prices for which the same were delivered and put onto said building are as follows to wit:

July 25. ¹⁸⁷²	227 feet of 14 in Valley Gutters @ 22 ^c per foot	\$ 49.94
" 26	19 1/2 feet " 14 " Gutters @ 25 ^c " "	" 4.85
" 26	19 " " 10 " " @ 20 ^c " "	" 3.80
" "	1 4 inch patent cut off	" 2.00
" 28	12 feet 4 inch spouting @ 20 ^c " "	" 2.40
" 29	210 Square feet of Zinc on observatory @ 22 ^c per square foot,	" 46.20
Aug 7	14 1/2 10 inch valley @ 15 ^c per foot	" 2.10
" "	Repairing old spouts to put on new building	" 3.50
		Total amount \$ 114.79

Plaintiff states that he has received on this amount

by draft on Gerber of St Louis \$ 22.05
leaving a balance due him, plaintiff \$ 92.74

Plaintiff further states, that for the purpose of obtaining a lien on the building aforesaid, and the land above described, on which the

same is erected, the plaintiff, in compliance with the General Statutes of the State of Missouri (Article III of Chapter II of Wagner's Statutes of 1872) filed as the original contractor with defendant, within six months, after said indebtedness accrued, that is, after the 7th day of August 1872, and on the 17th day of October 1872, with the clerk of the Circuit Court of Jefferson County, Missouri, that being the county in which said building and land is situated, a just and true account of the demand due him from defendant as above set forth, after he had given all just credits thereon which was to be a lien upon said building and land, and a true description of the property, or so near as to identify the same, upon which said lien was intended to apply, with the name of defendant as the owner of said property, which account was verified by his, the plaintiff's oath and which account, so filed and verified, is hereto attached.

Plaintiff states, that the balance of ninety two dollars and 74 cents, due him as aforesaid has not been paid by defendant.

though demand has often been made thereof,
that plaintiff herefore has a lien on the
building and lot or parcel of land afore-
described, to secure said indebtedness, and
therefore asks judgment against defend-
ant for the sum of \$92.74, as aforesaid, with
interest and costs of suit, and to enforce
said lien against the property aforesaid,
by a special judgment and execution against
the same, to be levied out of said property,
according to the Statute in such cases
made and provided,

Henry F. Ahlberg,
Atty. for Plaintiff

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

Witness W. S. Bryce Clerk
of said Court with the seal
thereof hereunto affixed December 12th 1892

W. S. Bryce Clerk
By C. H. Hoine Dep't.

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

Samuel A. Peppy

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

Jacob Leutzing

upon *his* 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 *12th*

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

W. S. Boyce Clerk Circuit Court.

By

McKormac Deputy.

L. B. Moss Sheriff

TERM, 1873.

January TERM, 1873.
Jacob Leutzing
vs
Samuel H. Peppy

Reynolds

Original Originals

Handwritten notes and calculations:

800
300
75
700
500
75
800
700
700

Receipt for the 100