

Jefferson County Circuit Court
Case Files - Civil

Box 33 Folder 13

September 1874

Lackland, Edgar C. Admin
Lisa, Mary, Dec.

vs

Martin, George Admin
Westereck, Henry, Dec.

Appeal

\$795.53 for lease of Block 36
in City of St. Louis plus taxes
due in 1869, defendant appealed
from County Court; depositions

This Indenture, made and entered into on the tenth day of August, Eighteen hundred and sixty five, by and between Mary Lisa of the City of Galena, State of Illinois, party of the first part, and John Decher and Henry Westerreck of the City of St Louis, State of Missouri, parties of the second part, Witnesseth:

That the said party of the first part, in consideration of the rents reserved and the covenants and agreements hereinafter entered into on the part of the said parties of the second part, doth by these presents, grant, demise, and to farm-let unto the said parties of the second part, a certain lot or parcel of ground, with the improvements thereon, situate in Block number thirty six (36) of the said City of St Louis, described as follows, to wit.

Beginning at the southwest corner of said block, thence running northwardly along the eastern line of Second Street, fifty two (52) feet, thence eastwardly and parallel with the northern line of Myrtle Street, ninety (90) feet more or less to the western line of a lot leased by the said party of the first part to one Henry Haupt, & thence southwardly along the western line of said Haupt's lot, fifty two (52) feet to the northern line of Myrtle Street, thence westwardly along the northern line of Myrtle Street, ninety (90) feet more or less to the place of beginning.

To Have and to Hold the same with all the rights, immunities, privileges and appurtenances thereunto belonging unto the said parties of the second part for and during the term of Five years from the first day of October, Eighteen hundred and sixty five, to be fully ended and completed on the thirtieth (30th) day of September, Eighteen hundred and seventy, subject however to the covenants, clauses, stipulations, and agreements hereinafter contained, the said parties

of the second part yielding and paying to the said party of the first part for said premises the yearly rent of One thousand Dollars, in each and every year during the continuance of said term, which said rent the said parties of the second part covenant for themselves and their executors, administrators and assigns well and truly to pay to said party of the first part, her heirs or assigns, in the manner following to wit, the sum of Two hundred and fifty Dollars quarterly, that is to say, on the first day of January, April, July and October in each year.

And it is covenanted and agreed by and between the parties aforesaid as follows, to wit, First, that if at any time the said rent or any part thereof shall remain unpaid after the same shall become due, the same shall bear interest at the rate of ten per centum per annum, during the time the same shall remain due and unpaid; and that if said rent or any part thereof shall for the space of ten days remain due and unpaid, then this lease, and all the rights and privileges of the said parties of the second part thereunder, shall be wholly forfeited, if so determined by said party of the first part or her successors. —

Second, that the said parties of the second part, their executors, administrators or assigns, shall during the term aforesaid, pay all taxes, charges rates or assessments whatsoever, which may at any time be taxed, charged rated or assessed on or against the demised premises or any part thereof; and that any failure on the part of the said parties of the second part, their executors, administrators or assigns to pay any such taxes, charges rates or assessments for the space of three months after the same shall have become due and payable, shall operate as a total

and complete forfeiture of this lease, if so deter-
mined by said party of the first part or his successors
And, that at the expiration of the term aforesaid
the said parties of the second part shall deliver
to the said party of the first part, good and peace-
able possession of the demised premises, and all
the improvements thereon, in the condition
received, only excepting natural wear and
decay & the effects of fire

In witness whereof the said parties have
subscribed to this lease in duplicate signing
their names and affixing their seals,
to both parts thereof, the day and year first
hereinbefore written.



Mary Lisa Seal

Henry Westwick

John Gelfen Seal



Seal

2^d of Myrtle

Westreck & Decker
Lan

Five years

Expires 30 Sept. 1870

1006
250/5

To George Martin Administrator of the
Estate of Henry Mestrick dec'd

You are hereby notified that
I have as administrator of the Estate of Mary
Lisa, a claim against the Estate of Henry
Mestrick of which the following is a true
Copy.

Henry Mestrick & Leo Decher

To Edgar C. Lackland Administrator of
Mary Lisa dec'd.

For one quarter part of lot of ground and im-
provements thereon in Block No 36 of the City of
St. Louis, from the 1st April 1869 to the 30 June 1869 \$250.
Interest to be added according to a stipulation
in the lease from Mary Lisa to Mestrick & Decher from
day rent was due 30 June 1869 to 16th May 1870 @ 10% ^{10.16} 21.66
\$ 271.66

Also State County & City Taxes for 1869 \$459.42

Penalty 10% to be added for nonpayment 45.94

do Interest from 1 May 1869 to 1 May 1870 18.57 ^{523.84}
Total \$ 795.53

And that said claim will be presented for allow-
ance at the next term of the County Court
of Jefferson County to be held at the Court House
in said County on the third Monday in
May next when & where you can appear

1291.66 ²/₃

Edgar C. Lackland
Administrator of Mary Lisa dec'd

Demand of Edgar
C Lockland Admin-
istrator of Mary Green

Wm
\$795-53

Served the within Notice this 8th day of May 1870
by delivering a copy thereof to the within named
George Martin at Jefferson County Prison

fees 50 cts

Fred Luchtemeyer Sheriff
By Fred Vollmack,

Deputy

Wm May 1870

Wm

Alfred on the within demand by Jefferson
County Court from 21st or 1870 the sum of
Seven hundred ninety five and ⁵³/₁₀₀ Dollars and
placed in the 5th class
Wm

Edgar C. Packland, Administrator of Mary
Liza, deceased,

against
George Martin Administrator of Henry Mes-
terneck, deceased,

In the County Court
of Jefferson County, Mis-
souri.

June Term 1870. being
adjourned Term of April
Term 1870.

Now on this day comes the defendant
by his attorney, and appeals from the
decision of the above court in the
above case, and ~~Henry T. Ables~~ the
defendant upon oath says, that said
appeal is not made for retraction or
delay, but because the affiant believ-
es, that he, the appellant, is aggrieved
by the judgment or decision of the
court, aforesaid.

Known to and sub-
scribed before me
this 21st day of June
A.D. 1870.

Wm. M. Mullin Clerk

George Martin

Edgar B. Lockland
Admstr. of Mary
Liza, deceased,

vs.

George Martin
Admstr. of No.
Westbrook, decd.

Agg'd. for appeal.

Filed June 21 1880

Wm. M. Mullen clerk

State of Missouri } In the County Court
County of Jefferson } May 20th 1870

The following proceeding was had, To-wit,
Edgar C. Lackland Adm^r of Mary Lizer Decd. } On account
vs } Continued until next
Est. of Henry Westrick Decd. } term of this Court

Also June 21st 1870, the following, To-wit,

Est. of Mary Lizer Decd. } On Account,
vs } The demand of Plaintiff is allow-
Est. of Henry Westrick Decd. } ed for the sum of Seven hundred and ninety five & $\frac{53}{100}$ Dollars
and placed in 5th class

Also - same date.

Est. of Mary Lizer Decd. } Appeal
Est. of H. Westrick Decd. } Now at this day comes Geo. Martin
Adm^r of the Estate of H. Westrick Decd. and files his affidavit
for an appeal from the judgment this day entered in said
Cause, and the same being seen, heard and fully understood
by the Court here, It is ordered that the appeal herein prayed
be granted, and that the Clerk of this Court make and
send certified to the Clerk of the Circuit Court of Jefferson
County Mo., at once and complete transcript of the record
with the papers relating to said Cause fifteen days before the next
regular term of said Circuit Court

J. N. W. Mullin Clerk of the County

Court within and for the County of Jefferson aforesaid,
hereby certify the foregoing to be a true and correct trans-
cript of the record in said cause as fully as the same
remains of record in my office.

Witness my hand, and the Seal of said
Court hereby affixed this 23rd day of
June A.D. 1870

Wm. M. Mullin Clerk

Est. of Mary Lyon Dead,
Est. of Henry Westcott Dead,

2885

Richmond Shirts 2000 \$ 1.00
Wm Mullin do
3 Feb 15 3 inches 15 Oct 25
Ingrs 35 inches 35
Transcripts 130 2.75

Continuance Vol 6 p 167,

Judgment April 7th 1871
for \$292 ^{66 2/3} but 10 970

Vol 6 p 333,

Notice to Take Depositions.

Edgar C. Laekland administra-
tor of Mary *deceased*

Plaintiff

AGAINST

George Martin, administrator
of Henry Westrick, Defendant

In the Jefferson County

Court for

the County of Jefferson

State of Missouri.

TO THE ABOVE NAMED Defendant, —You are hereby notified, that depositions of witnesses to be read in evidence in the above entitled cause, on the part of the Plaintiff will be taken at the Law office of Laekland Martin & Laekland No 413 Chestnut st in the city of St. Louis, in the County of St. Louis, and State of Missouri on the 15th day of June, A. D. 1890, between the hours of eight o'clock in the forenoon and six o'clock in the afternoon of that day; and that the taking of said depositions, if not completed on that day, will be continued from day to day, at the same place, and between the same hours, till completed.

Service of the above notice is hereby acknowledged, and ~~waived~~, and all exceptions as to time, waived.

Henry F. Ahlness } Edgar C. Laekland
att'y for George Martin } administrator of
adminr of Henry Westrick } Mary *deceased* Plaintiff.

Murray H. Chilvers

1535 Cambridge Ave.,

Depositions of witnesses produced sworn
and examined on the Fifteenth day of
June in the year of our Lord, 1870.

between the hours of Eight o'clock in the
forenoon and six o'clock in the afternoon
of that day at the land office of Lackland
Martin & Lackland, No 415 Chesnut St
in the City of St Louis, in the County of
St Louis and State of Missouri before me
Joseph Dickson, a Notary Public, in a
Certain Cause now depending in the Jefferson
County Court, for the County of Jefferson, in the
State of Missouri, between Edgar Lackland Administrator
of Mary Lisa, plaintiff, and George Martin Administrator
of Henry Westermarck, deft, our the part of the plaintiff.

Edgar L. Lackland, of lawful age
being produced sworn and examined on the
part of the plaintiff deposed and said,

I am the administrator of this Estate,
and plaintiff in this suit.

I paid taxes due on this estate on
the 17th of May 1870.

This is the bill hereto annexed and
marked Exhibit "A."

The amount is Five hundred and twenty
three dollars and eighty Cents.

This Tax was paid on property on the
North East Corner of Second and Myrtle Sts
in this City.

The property did belong to the Estate of Mary Lisa, at the time it was leased to these parties.

The lease given by Mary Lisa, ^{was} to the John Decker & Henry Westerbeek, is in the hands of John L. Thomas, of Hillsboro Jefferson County, Missouri.

The property described in that lease is the same property upon which I paid these taxes.

Exhibit "A" hereto annexed, is the bill of those taxes, and penalty.

I paid these taxes to the County Collector of Thomas County. Mr. Constantine Maguire. I paid a penalty on them. The amount of which was Sixty four Dollars and thirty eight Cents. The taxes amounted to Four hundred and fifty nine & $\frac{42}{100}$ Dollars.

Exhibit "A" shows the amount of money I paid out.

Crop Evacuation.

The lease was forfeited on the ground of non-payment of rent and taxes for 1869.

I took possession either on the 1st of February or 1st April, 1870.

y

Edgar C. Laddland.

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

Joseph Dickson
Notary Public.

I, Joseph Dickson, a Notary Public
within and for the County of St. Louis in
the State of Missouri do certify that in
pursuance of the annexed notice, Came
before me, at the law office of Lackland
Martin and Lackland No 415 Chesnut St
in the City of St. Louis, in the County and
State last aforesaid, Edgar L. Lackland
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 deposition is now herewith returned,
Given at St. Louis, in the County of St. Louis,
and State of Missouri, this Fifteenth Day of
June, 1870.

Joseph Dickson,
Notary Public,
St. Louis County, Missouri.

Not. Fee, \$2.50
Paid by Paff.

Jefferson County Court

Edgard, Lockland

Adm^r Mary de la

vs

George Martin,
Adm^r & Venecher,

Depositions for ~~part~~

Received per mail

Opened and filed June 21st 1870

Wm. M. M. M. M. M.

Exhibit "A."

State of Missouri }
County of St Louis }

E. C. Lockland on
his oath says that he as administra-
tor of the Estate of Mary Lisa Decead
has given all just credits and off-sets
to which the Estate of Henry Hesterick
Decead is entitled and that the
claim filed by him in the Jefferson
County Court on the 18th day of May
1870 for the sum of \$795.53, ~~and that~~
~~the sum of \$795.53~~ with the interest
thereon is justly due the Estate of Mary
Lisa Decead from the Estate of
Henry Hesterick Decead.

E. C. Lockland

Subscribed and sworn to before
me this 3rd day of April, 1871.

J. J. Garland
Notary Public St. Louis }
County, Missouri }

Estate of Mary Lisa
DeLeon

Estate of Henry Westland
DeLeon,

affidavit as
to effects

Filed and 65871

W. S. Boyce



Edgar S. Lakeland, Admstr.
of the Estate of Mary Liza, dec'd.

vs.

George Martin, Admstr., of
Estate of Henry Westersack
deceased.

Given

If the Court, sitting as a jury, finds
from the evidence in the case, that the
Notice of presentation of demand
was served upon defendant, ~~the~~ George
Martin as Administrator, before the
taxes, which plaintiff claims in his
account, were paid by plaintiff,
~~that~~ then the cause of action, as far
as the taxes are concerned, did not
exist, ~~and in such~~ at the time
of the commencement of this suit,
and therefore judgment cannot be
given for plaintiff for such
taxes.

Estate of Mary
Liza!

vs.
Estate of Henry
Westbrook,

An instruction
asked by depts.

Enclosed Filed Aug

Filed April 7th 1871
W J Doyle Cl
By C H Kinsman Depk

Edgar C. Lackland,
Adminstr. of the Estate of
Mary Liza, deceased,

vs.

George Martin, Adminis-
trator of the Estate of
Henry Westerbeek, decd.

The Court declares the law to be
as follows:

If Mary Liza, leased the premises,
described in the lease in evidence, to
John Decker and Henry Westerbeek, then
said Decker and Westerbeek were part-
ners as to such premises; and in that
event, if Henry Westerbeek has since
died, a suit for rent etc. upon said
lease cannot be maintained against
the general administrator of Henry West-
erbeek, but should be brought against
the Administrator on the Partnership Prop-
erty ^{of Henry Westerbeek} ~~only~~ on the premises, leased, and there-
fore, unless it appears, that this suit
was brought against the Administrator
on such Partnership Property, the
plaintiff cannot recover.

Edgar S. Lackland,
Admstr. of the Estate of
Mary Liza, deceased,
vs.

George Martin, Admstr.
of the Estate of Henry Weis-
terbeck, deceased.

The court declares the law to be, that
unless the plaintiff has first made oath
in open court, or filed an affidavit
with his claim, stating, that to the best
of his knowledge and belief, he has given
credit to the Estate, <sup>of Henry Weis-
terbeck,</sup> for all effects and
payments to which it is entitled, and
that the balance claimed is justly
due, the plaintiff cannot recover.

To George Martin Administrator of
the partnership Estate of Heston
and Decker.

Take Notice that I shall present
for hearing and adjudication to
the Probate Court of Jefferson County,
at Hillsboro on the 20th day of
March 1874 the petition ~~which~~
filed by me in said Court on
the 20th day of November 1873, a
copy of which is hereto annexed
and made a part of this notice
when and where you may appear
and defend if you see proper.

E. C. Loeland
Adm'r of the Estate of Mary Ann Deed.

In the matter of the Partnership Estate of
Westbrook and Decker.

George Mortimer, Administrator.
Now at this day comes E. C. Lockland
Administrator of the Estate of Mary
Lisa Decker, with the will of said
Decker annexed and states to the
Court that he has, as such adminis-
trator, obtained an allowance against
said Estate of Westbrook & Decker
on the 16th day of May 1872 in the
Circuit Court of Jefferson County
Missouri on appeal from the County
Court of said County for the sum
of Five hundred and
dollars - and thus being a creditor of
said Partnership Estate he avers
that according to the final settle-
ment filed by said George Mortimer
as administrator of said Partnership
Estate on the day of November 1873
there is not sufficient assets to pay
the claim of aforesaid allowed or agreed
and he suggests to this Court that
said Mortimer as such administrator has
not made full accounts of the assets
of said Partnership Estate in his
hands in several particulars to-wit:
1. Said George Mortimer as such adminis-
trator was not entitled to credit of ten ^{dollars}
paid to J. J. Williams and sixty five

dollar paid H. F. Ahlens as attorney's fees because they never represented the said Partnership Estate but on all occasions represented the individual Estate of Henry Westwick DeCoud and the last named Estate should pay them their fees.

2. He failed to account for interest on \$354 which he admits he received prior to May 15/87.

3. He should not have received credit of twelve dollars for extra trouble in attending to the business of the Estate.

4. Mortgage balance may be found due the said Partnership Estate should not be transferred to the individual Estate of Henry Westwick DeCoud but should be left in the hands of the administrator of the Partnership Estate to satisfy the Partnership debts.

The said Lackland as administrator of said further states that the said Martin as administrator of said Partnership Estate willfully and fraudulently failed to render a proper account of his administration of said Partnership Estate in the particulars above named ~~for the purpose~~ and willfully and fraudulently transferred the pretense

balance he found in favor of ^{his} said Estate
to the individual Estate of Henry
Westcott Decedent for the sole
purpose of defending and charging
the said Lockland as ~~executor~~
administrator of said in the collection
of said allowance.

Wherefore seeks the Court to inquire
into the matter hereinbefore set out
and to render judgment according
to justice and equity and if it be
found said Martin has ^{willfully} failed
to make a true return of the assets
of said Estate and has willfully trans-
ferred the balance of said Estate to
the individual Estate of Henry
Westcott with a fraudulent intent
then seek the judgment against
him for double the amount of the
sum that may be found against
him according to the Statute in
such cases made and provided.

Wm. H. Howard
Atty for E. C. Lockland
Adm'r Est. Mary Lisa Decd.

In the matter of the post-
membership Estate of Mortimer
K de C. A.

Suggestion of Waste
Filed & Confirmed
this Nov. 20th 1873

Wm. Williams
Jr. Secy of Probate

To George Martin Administrator
of the Partnership Estate of West-
cott and Deeter ^{for hearing and judgment}
Take notice that I shall present
to the Probate Court of Jefferson Co. Mo.
at Hillsboro, on the 2nd day of March
1874 the petition filed by me in
said ^{Court} ~~County~~ on the 20th day of
November 1873, a copy of which
is hereto annexed and made a part
of this notice. When and where you
may appear and defend if you
see proper.

C. C. Lockland
Adm^r of the Estate of Mary
Lira Decease.

In the Probate Court of Jefferson County, Missouri,
at a continued session of the January Term 1874.
held on the 2nd day of March A.D. 1874.

In the matter of the Partner-
ship Estate of Westernick
and Decker.

George Martin, Admini-
strator.

Now comes the above named Administrator
of said Estate by his attorney, and moves
the Court, to quash and set aside the Notice
served upon him in this matter, informing
him, that a petition would be presented on the
2nd day of ~~March~~ March 1872. asking stating, that
this Administrator had not made just accounts
of the assets of said Estate, in several partic-
ulars, and also to quash and hold for naught
the return made of the service of said
Notice, for the following reasons,
first: That said Notice is not made returnable
according to the Statute in such cases made
and provided, and according to law, and
that it is not made returnable at such a time as the law requires,
second, That the said Notice has not been served
upon this Administrator according
to the Statute in such cases made
and provided, and according to law,
and that it is not served at such a time as the law requires.
George Martin, Adm.
Spec. Pet. by
Henry F. Allen, Clerk

In the matter
of the Partnership
Estate of Wadsworth,
& Decker,

George Marton
Administrator,

Martin
to guard against
and return of value,
and return of value,

Filed March
2nd 1874
Jas. M. Clark
Judge of Probate

State of Missouri }
County of Jefferson } ss.

My affiant John L. Thomas swears and says that he on the 20th day of November 1873, presented to Henry F. Shlain, attorney of record for George Martin Administrator of the partnership, State of Kentucky & declared the petition filed in the Probate Court of said County on that day by E. C. Larkland Administrator of Mary Lisa deceased against ^{said} Martin and asked him to waive notice thereon which he accordingly did and he went with said affiant into Court and there in open Court waived notice on said petition and the matter was continued by consent of parties.

Sworn to & subscribed } John L. Thomas
before me July 17-1874 }
J. J. Williams,
Judge of Probate

Dear Adam

27

George Martin
Adam's partnership
Citizens of Worcester
& Dec 1874

Filed Feb. 17th 1874
Wm. J. Williams
Judge of Probate

In the Matter of the Partnerships Estate of
Thetereck and Decker.

George Martin, Administrator.

Now at this day comes E. C. Lockland Administrator of the Estate of Mary Lisa Dressed, with the of said Dressed annexed and states to the Court that he, as such Administrator, obtained an allowance against said Estate of Thetereck & Decker on the 16th day of May 1872 in the Circuit Court of Jefferson County Missouri an appeal from the County Court of said County for the sum of Five hundred and Dollars, and thus being a creditor of said Partnerships Estate heavers that according to the final settlement filed by said George Martin as Administrator of said Partnerships Estate on the day of November 1873 there is not sufficient assets to pay the Claim aforesaid allowed as aforesaid and he suggests to this Court that said Martin as such administrator has not made just accounts of the assets of said Partnerships Estate in his hands in several particulars namely:

1. Said George Martin as such Administrator was not entitled to Credit of ten dollars paid to J. J. Williams and sixty five dollars paid W. F. Ahlers as attorneys fees because they never represented the said Partnerships

Estate but on all occasions represented the individual estate of Henry Westreck Deceased and the last named Estate should pay them their fees.

- 2 He failed to account for interest on \$334 which he admits he received prior to May 15th 1871
- 3 He should not have received credit of twelve dollars for extra trouble in attending to the business of the Estate.
- 4 Whatever balance may be found due the said Partnership, Estate should not be transferred to the individual estate of Henry Westreck Deceased but should be left in the hands of the administrator of the partnership's Estate to satisfy the partnership debts.

The said Lackland as administrator aforesaid further states that the said Martin as Administrator of said Partnership Estate wilfully and fraudulently failed to render a proper account of his administration of said Partnership Estate in the particulars above named and wilfully and fraudulently transferred the pretended balance he found in favor of his said Estate to the individual estate of Henry West-

erick deceased for the sole purpose
of defrauding and cheating the said
Lackland as Administrator aforesaid
in the collection of said allowance.
Wherefore he asks the court to inquire into
the matters hereinbefore set out and
to render judgment according to
justice and equity and if it be found
said Martin has wilfully failed
to make a true return of the assets
of said Estate and has wilfully
transferred the balance of said Estate
to the individual estate of Henry
Westereck with aforesaid interest
then to enter judgment against
him for double the amount of the
sum that may be found against
him according to the statute in
such cases made and provided

John L. Thomas
Atty for E. L. Lackland
Admrs Estate Mary Lisa Dred

Estate of
Wesley K. Decker
Filed March
2nd A D 1874
and ordered certified
to Circuit Ct.
J. S. Williams
Judge of Probate

State of Missouri } In the Probate
County of Jefferson } Court

Be it known that
on the 13th day of November 1873
an account and vouchers for
final settlement of the Estate
of Henry Westreck in Partnership
with John Decker was filed
in the Probate Court of the aforesaid
County of Jefferson by George
Martin Administrator thereof
which said settlement and vouchers
are in words and figures following
To wit,

George Martin Administrator of the Estate
of Henry Westreck deceased, in the ~~just~~
Quasi Partnership property of Henry
Westreck and John Decker,
in account with said Estate

No amount in hands of Administrator
according to settlement filed
July 17th 1873 \$334.60

Concerning the following amounts
specified in the Inventory of
this Estate which are not accounted
for in the settlement of this
Estate this Administrator
remarks the following

- 1st The amount of judgment recovered
before Justice Walther's in
St Louis against Heures
Wempe, for \$40. could not be
collected on account of
insolvency of said Wempe,
- 2nd judgment against Westney
& Stern for \$200. from this
judgment appeal was taken
to the Circuit Court in St. Louis
by Defendants and there
decided against this Estate

3rd

judgment for \$426.70 recovered
in the County Court of Jefferson
County, against John Decker;
on this judgment Execution was
issued to Sheriff of St Louis
County and returned no goods,
chattels, or Real Estate found
in said County whereon to
levy said debt, and this
Administrator could not find
property of said Decker in
any other County of State
out of which to make
the same

Total income therefore \$334.60

Expenditures

By amount paid Sheriff in St Louis County costs	\$3.30
" " Jos. J. Williams Atty's fees	" 10.00
" " Paid Henry F. Silver Atty's fees	" 65.00
" Amount retained by this Administrator for Extra Expenses in traveling to St. Louis 4 times to see about claims of deceased at \$3. for each trip	" 12.00
" Commission on \$334.60 personal Property at 5 per cent	" 16.70
Total Expenditures	<u>\$107.00</u>

Recapitulation	
Total Income	\$334.60
" Expenditures	107.00
Remains in favor of Estate	\$227.60

Which amount is carried over to
and accounted for in the General
Settlement of the Estate of Henry
Westereck deceased filed
contemporarily with this
Settlement

George Martin
Administrator

Vouchers in said Settlement filed
therewith, Louis.

Voucher No. 1-

Lackland Ex^r Mary Lisa, Plff } In Circuit
vs } Court Jeff.
Part. Est. Westereck & Decker, Defs } Co. Mo.
Recd. of Geo. Martin Ten Dollars
(\$10.00) fee for Legal Services in defending
the above case on Trial Nov. 13th
1873 } J. H. Williams
Attorney

Voucher No. 2

Hillsboro, Jefferson Co. Mo, Nov. 13th 1873
Received of George Martin Administrator of
the Estate of Henry Westereck deceased
for Legal Services rendered in cases
of Estate of Mary Lisa and Thomas Foster

And Mary L. Foster against Estate
of Henry Westreck being two cases
tried in County Court and Circuit
Court of Jefferson County (\$65.00) sixty
five dollars

Henry F. Albers

And in the Record of the Proceedings of
said Probate Court had on the 13th day
of November 1873 the following is of
Record, To wit,

Partnership Estate of Henry Westreck }
& John Decker } Final
George Martin Administrator } Settlement,

Now at this day comes said
Administrator and presents his accounts
& vouchers with proof of publication
of notice for Final Settlement whereby
the Court doth find that at last Settlement
he was indebted to said Estate
in the sum of Three Hundred and
Thirty four ⁶⁰/₁₀₀ Dollars & that he has ^{since} legally
disbursed one Hundred and seven
Dollars leaving a balance in his hands
due said Estate of Two Hundred &
Twenty seven ⁶⁰/₁₀₀ Dollars which is

by him carried over and charged
to him & by him accounted for in
the General Estate of Henry Westreck
Settlement of which is filed with
this settlement which is by the Court
approved;

And afterwards to wit on the 20th day
of November 1873 a further Entry was
made by said Court and is of Record
in its proceedings had on that day, to wit,

" Partnership Estate of Westreck & Decker } Final
George Martin Administrator } Settlements

Now at this day comes E. C.
Spackland Administrator of the Estate
of Mary Spica deceased and files
his motion claiming in his represent-
ative capacity to be interested in
the Partnership Estate of Westreck &
Decker above named and suggesting
waste thereof by said Administrator
and asking that the Final Settlement
thereof made at this term the administrator
be set aside which motion is continued
till the Third Monday in December 1873

And afterwards, To wit, on the 17th day
of December 1873 the following entry
was made in said Court and is of
Record in the Record of that days
proceedings viz,

"In the matter of the Partnership }
Estate of Westreck & Decker }
George Martin Administrator }
The motion heretofore filed to set aside
the final settlement of said Administr-
-ator is Continued"

And in the Record of Proceedings of said
Court had on the 2nd day of March 1874
being an adjournment of the
January Term 1874 to that time
the following is of Record, To wit,

"E. C. Packland Adm^r }
of Estate of Mary Lisa }
vs }
George Martin Adm^r of }
the Partnership Estate }
of Westreck & Decker }

Now at this day
comes said Plaintiff and the defendant

Comes also and the defendant files
his motion to dismiss the motion and
proceedings of the plaintiff herein
heretofore filed against him and said
motion as well as the motion filed
heretofore by plaintiff to set aside the
Final settlement of defendant of the
Estate of said Westreck & Decker in
partnership and to surcharge him
with certain items of credit therein
Coming on to be heard and on
examination of the matter it
appearing that the judge of this court
was of counsel in the matters
involved in plaintiff's said motion
prior to his becoming said judge
it is ordered that this cause be
certified for hearing and trial
to the Circuit Court of this
County"

I, the undersigned judge of Probate within
and for Jefferson County Missouri certify
the foregoing to be a correct copy of the
Final settlement and vouchers filed in
the Probate Court of said County on the
13th day of November 1873 together
with the several entries made in
said Court relating thereto as fully

As the same is of Record and on
File in my office the original motions
relating thereto filed by the respective
parties being hereto attached

Witness my hand and
the seal of said Probate
Court at office in Hillsboro
in said County August 29th
1874 - J. L. Williams
Judge of Probate

L. D. Backlund
Adm. Mary Lisa

vs
Geo. Martin Adam,
part & Est. Westwick

& Decker
Transcript from Probate
Court

Costs of Probate
due the Judge of Probate
for this Transcript - \$1.50
1 Certificate read = 50
2.00
for filing 5 papers - 25
" 1 Affidavit Certificate - 25
" 2 Continuances - 20
" 1 Order to certify Case - 15
due the Probate Judge = \$2.85

Cleriff's fees
due J. B. Moss Sheriff
for serving notice 50
Total = \$3.35

Paid by John L. Monro
Filed Sept. 10 1874 \$3.35

W. France

E. C. Lockland, Admstr. of the Estate
 of Mary Liza, deceased, plaintiff
 against
 George Martin, as Admstr. of
 the Estate of Henry Westerbeek
 in the Partnership Property of
 Westerbeek and Decker, defd.

In the Circuit
 Court of Jefferson
 County,
 Mo.,
 Sept. Term 1874.

Now comes the defendant by his attorney, and
 moves the court to ~~dismiss~~ strike the above case
 from its docket and dismiss the same for
 the following reasons to wit;

1st. Said case is discontinued; it appears
 from the transcript of the Probate court, filed,
 that in this court (the Circuit court) that said
 case was certified for hearing and trial to
 this (the Circuit) court on the 2nd day of
 March 1874, during an adjourned session
 of the January Term 1874, of said Probate
 court; the next term of the Circuit court of
 this county, after this case was thus certified
 to the same for trial and hearing, was the
 May Term 1874, beginning on the second
 Monday of May 1874; this case was therefore
 returnable to said May Term 1874, of the
 said Circuit court, and not to the pres-
 ent Term thereof, the September Term 1874,
 if it is made returnable to this September
 Term 1874, at all, the transcript having
 been filed in this court only 11 days before

the present term.

2nd

Said case is discontinued, it should have been made returnable, as aforesaid, to the May Term 1874. of this court, having been certified to the same as aforesaid, already on the 2^d day of March 1874, more than 2 months before said May Term 1874, but it has ~~been~~ made not been made returnable to said May Term nor to the present term, the transcript having been filed not longer than 11 days before the present term, the September Term 1874.

Henry F. Ahlers
Attorney for Defdt.

In the Court of
Jefferson Co. Mo.
Sept. Term 1874

Estate of Mary
Liza, deceased, Pettr

vs
Partnership Estate
of Westrick &
Decker, Defdts.

Filed Sept. 22 75/4

W D Boyce

CLM

The Court declares the law to be
that the final settlement made
by George Martin Asher partnership
estate of Westley and Decker
in the Probate Court on the 13
day of November 1873 is a
judgment, ⁱⁿ conclusive upon the
parties, ~~to~~ this, suit as to all
matters therein adjudicated and
that said final settlement
~~and all matters therein adjudicated~~
can only be attacked or inquired
into by a direct proceeding for
that purpose by a suit in
Equity.

May 11th 1880

Adm^r of Partnership
Estate of Hesterick
W. Decker.

The Court declares the law
to be that it is not necessary for
the Probate Court to enter up judgment
on a judgment of the Circuit
Court allowing a demand against
an estate on appeal from such
Probate Court, nor does it invalidate
an allowance made by the Circuit
Court on appeal from the Probate
Court where the judgment of
the Circuit Court has not
been certified to such Probate
Court by the latter. Classified
where it appears that there is
but one allowance against
the estate and where the Adm^r
still retains in his hands all
the money he received for his
estate.

Edgar C. Lackland, Admstr.,
of Estate of Mary Liza, deceased,
plaintiff,

vs.

George Martin, Admstr. of
the Estate of Henry Westervick,
deceased.

The Court declares the law to be, that,
unless plaintiff has proven, that George Mar-
tin is and at the time of the institution
of this suit was the Administrator of the
Estate of Henry Westervick, deceased, he,
plaintiff, cannot recover.

Edgar C. Laskland
Adm't. of Mary Liza
Desand.

or

George Martin,
Adm't. of Henry
Westmeck, Dec.

Instruction
asked by defendant.

1st

The Court declares the Law to be
that the Lease read in Evidence
by Plaintiff joined in by Mary
Lisa, John Decker & Henry
Westereck is not of itself Evidence
~~that~~ of the Existence at the
time of its Execution or afterwards
of a partnership between said
Westereck & Decker in the
Property in said Lease described
or any rents or income that may
have been realized therefrom.

2nd The Court further declares the Law to be that unless a Partnership Existed between Henry Westreck & John Decker in the Property on which the Tax is claimed to have been paid by Plaintiff which is the subject of this action the Plaintiff can not recover and unless the Court find from the evidence that such Partnership Existed the finding of the Court will be for the Defendant;

Given

3rd

The Court declares the Law to be that although Westreck & Decker may have owned a leasehold estate in the property upon which the Tax which is the subject of this action was paid and although by the terms of the lease by which they held the same they may have been liable to pay such Tax yet such facts did not constitute them Partners in said property unless some agreement or understanding existed between them that they should mutually participate in such profits & losses as might be incident to the possession or ownership of said property or result to them by reason thereof and unless the Court finds from the evidence that such agreement or understanding existed the finding of the Court should be for the Defendant.

4th The Court further declares the Law
to be that although Plaintiff may
have proven on the trial of this case
that George Martin has given Bond and
qualified as Administrator of the
Partnership Estate of Westreck and
Becker Yet such proof is no
evidence tending proving or tending
to prove that Plaintiff's claim asserted
by him in this action is a claim
legally chargeable against any such
Partnership Estate or of the existence
in point of fact of such Estate in
the hands of said Martin

Given

#5th The Court further declares the Law to be that-
if Plaintiff heretofore presented this claim
to the County Court for allowance where the
same was allowed against the Estate of
Westreck and if said Cause was appealed
to the Circuit Court wherein said Cause
was tried on its merits and judgment
therein rendered for said Estate then in
that event Plaintiff can not recover
in this action

Referred

#6th The Court further declares the Law
to be that- if Plaintiff has not
presented this claim for allowance
against the Estate of Westreck within
Two years from the grant of Letters
of Administration upon his
individual Estate and if the Adminis-
trator of said Estate published notice
of the grant of such Letters of
Administration in accordance
with the statute within thirty days
after the same were granted then
in that event Plaintiff can not
recover in this action

Referred

E. C. Lockland Adm'r
Estate of Mary Liza
Deceased

George Martin Adm'r
Estate of the partnership
effects of Westcott
& Decker.

Now comes said Plaintiff
moves the Court to set aside
the finding and judgment in
this cause and grant him
a new trial for the following reasons:

1. Because the Court refused
a proper instruction asked
by Plaintiff.
2. Because the judgment should
have been for Plaintiff.
3. Because said finding is
against the evidence and
the weight of evidence.

John L. Thomas
Atty for Plaintiff.

Living Adm.

77

Adm. Partnership

W. K. M. T. C. C.

& Decker

Motion for a

New trial

Filed Sept. 24 1874

W. S. Boyce

CLK