

Jefferson County Circuit Court
Case Files - Civil
September 1877, No. 27

Box 37 Folder 51

Gullat, Theresa

vs.
Wauert, Conrad

Enforce Vendor's lien

91 acres in Survey 1969. and
S15742 R5E; debt \$500

Theresa Gullat Plaintiff In the circuit
vs Court of the
Conrad Herz defendant County of Jefferson
Missouri.

The plaintiff states that she is the mother of defendant's wife; that she is over the age of sixty years, and a cripple; that on and prior to the 17th day of July 1872 she was the owner of and had the legal title to the following described real estate situated in the County and State aforesaid; to wit:
✓ The North West fractional Quarter of the
✓ South East Quarter of section fifteen in Township forty two. of Range five east, containing thirty seven acres, also forty five ^{two} acres off the North end of the North East Quarter of Survey 1969 same township and range, that on the day and year aforesaid, she bargained sold and conveyed to said defendant, by warranty deed, the said above described land; that the purchase price for said land, which said defendant promised and agreed to pay plaintiff was five hundred dollars, all of which with the interest thereon, except a few dollars, which defendant at

different times paid plaintiff, but which
amount plaintiff cannot state, is still
due and unpaid.

✓ Plaintiff states that she has a
vendors lien upon said above described
land for said unpaid purchase money.
✓ and prays the Court to render judgment
for the amount found to be due
and that the said judgment may be
enforced against said land, and
for such other and further relief
and such other and further judgments
and decrees, as may to the Court be
met and proper to which plaintiff
may be entitled

J. Pipkin
Plffs atty.

Jefferson Circuit
Court. Sep Term

1877.

Feresa Gullett

vs

Conrad Mewitz

Petition to enforce
venditor's lien.

The clerk will
serve J. P. P. kin
for 10th off.

Filed Aug. 16 1877.
J. H. Starnes
Clerk

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 *Conrad Meury*

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 *September* next, then and there to answer unto *Theresa Gullat*

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

Witness, C. THO. HORINE, Clerk of our said Circuit Court, with the seal thereof hereunto affixed, at office in Hillsboro, this *18th* day of *August*, A. D., 187*7*.

C. Tho. Horine, Clerk Circuit Court.

Theressa Helat, In Jefferson
vs } Circuit Court
C. Wurz }

Defendant moves the Court
to rule plaintiff to give
security for costs because

1st Plaintiff is insolvent
& not able to pay costs
Williams
for DEth,

J. Gullatt
"y

To. Avery

Motion
per cost

Filed Sept. 11 1877

Chas. W. Moore

clerk

Theresa Gullat } In the circuit
vs } Court of Jefferson
Conrad Wurz } County Missouri

Now at this day comes the Defendant
& for answer to the Petition of
Plaintiff says he denies that he
ever agreed or promised to pay
Plaintiff five Hundred Dollars or
any other sum of money for the Land
described in her Petition or any
interest thereon and denies that any
such sum or any sum whatever
was when this suit was commenced
or that it now is due Plaintiff from
Defendant for said Land, denies that
any interest ~~was~~ was ever at any
time paid by Defendant to Plaintiff
for or on account of any debt due
by him to Plaintiff for said Land
as he never owed her anything
therefor. ~~This true Plaintiff Defendant~~

Defendant denies that Plaintiff is
entitled to any vendors Lien on said
Land or to any judgment against
Defendant of any kind or for any
amount whatever & denies that he
owes her any sum whatever but on the
contrary ~~the~~ Plaintiff is largely indebted to the
Defendant.

Joseph Williams
Attorney for Defendant

Theresa Gullatt

vs

Howard Wurb

Answer of

Defendant

Filed Nov. 14 1877.

O. H. Shime

Clerk

Howard Wurb

vs

Theresa Gullatt

STATE OF MISSOURI,
COUNTY OF JEFFERSON.

To *Pauline Kassel Fritz Gullatt, Adolph Gullatt (Hans)*
Robert A. Hunt

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 *18th* day of *January*, 1878, 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 *Theresa Gullatt* is Plaintiff, and *Conrad Waring* is Defendant, on the part of *Self*; and herein you are in no wise to fail.

Witness, C. THO' HORINE, Clerk of our said Court, with the seal thereof hereto affixed, at office, this *2nd* day of *January*, A. D., 1878.
C. Tho' Horine CLERK.

I executed the within writ in Jefferson County Ark on January
the tenth 1878 by reading the same to Pauline Kassel
Fritz Gullatt Robert T Hunt and on Adolph Kassel
by leaving a true copy of the same at his usual place
of abode with a member of his family over the age
of fifteen years John Williams Sheriff
by John Cook Deputy

Gullatt)
vs
Wuerz)

P

Pauline Kassel
Fritz Gullatt)
Adolph Gullatt)
Robert T Hunt)

John Williams
Sheriff fee \$2.00

Filed January 11th 1878
C. Thos. Norine
Clerk

Therressa Gullak
vs Plaintiff } In the circuit
Conrad Wurz } Court of
Defendant } Jefferson
Missouri

Now at this day comes the Defendant and ^{presented} for answer to the Petition of the Plaintiff says he denies that he ever at any time agreed or promised to pay Plaintiff Nine Hundred Dollars or any other sum of money for the Land described in her Petition or any interest thereon and denies that any such sum or any sum whatever was when this suit was commenced or that it now is due Plaintiff from Defendant for said Land.

And defendant denies that any interest was ever at any time paid by Defendant to Plaintiff for or on account of any debt due by him to Plaintiff for said Land for Defendant says he never at any time owed Plaintiff any money for said Land. Defendant denies that Plaintiff is entitled to any vendor's Lien on said Land

or to any judgment Defendant ^{against}
of any kind or for any
amount whatever and denies
that he owes her any sum
whatever

For further answer to Plaintiffs
Petition Defendant says that
Plaintiffs action is barred by the
Statute of Limitations the same
not having been instituted within
five years ~~from the~~ of the sale
and conveyance of said land
by Plaintiff to Defendant.

Further answering the Petition of
Plaintiff the Defendant says

that the Plaintiff prior to her
conveyance to defendant mentioned
in her Petition purchased at a
Partition Sale Made by the Sheriff
of Jefferson County Missouri
160 acres of Land Embracing that
conveyed by her to defendant
described in her Petition on or
about the 20th of September 1871.
that by the Terms of said Sale she
was required to pay twenty per
cent of the amount at which she
bought said Land to said Sheriff
in cash at the time of said Sale
amounting to Four Hundred Dollars
the purchase price thereof having
been two thousand Dollars which
sum of Four Hundred Dollars
defendant paid at the time of said
Sale to ~~the~~ said Sheriff for Plaintiff
at her request

~~Plaintiff says further that shortly
thereafter viz on Oct. 9-1871 Plaintiff
borrowed for some two weeks four hundred~~

Plaintiff also became indebted to Defendant for cash paid for her at her request in the following sums at the following mentioned times and for the following purposes as shown by the following account, to wit,

March 29 th 1872 To H. F. Ahlvers	\$10.00
January 1872 Taxes of Theresa Gullat -	45.00
To J. J. Williams	10.00
	<u>\$65.00</u>

Making a Total with the \$400.00 paid by Defendant to said Sheriff at said Partition sale as aforesaid of Four Hundred and sixty five Dollars

Plaintiff says further that on the day of October 1871 Plaintiff borrowed of Joseph Kroecker five Hundred

Dollars and gave him her note for it due twelve months after its date bearing Ten per cent interest from its date and secured by a Deed of Trust on said 160 acres of Land bought by her at said Partition sale said note and Deed and deed of Trust bearing date Oct. 9th 1871 ^{on October 9th 1873} that said Note remaining unpaid and being secured by said Deed of Trust on the Land which Plaintiff had conveyed Defendant as well as the remainder of said 160 acres Plaintiff Defendant bought said note ~~from said note~~ on that day on which there was then due five Hundred and Ten Dollars ~~due~~ and received it properly assigned ~~assigned~~ by Indorsement ~~from~~ by said Kroecker and delivered to Defendant, Defendant says that with the \$500.00 ^{which} was borrowed by Plaintiff from said Kroecker he was reimbursed for the said \$400.00 paid by him for Plaintiff to the said Sheriff as before stated and the amount due him on said account for money paid by him for Plaintiff to said

Ahlbert, and for Ladd of said
Theressa Gullat- and ^{to} said Williams
and further Defendant says that
at the time he purchased said note
of Plaintiff secured by Deed of Trust
as before stated ~~the said Def~~
from said Kroecker ~~Defendant~~
^{said} Plaintiff, Defendant on
said note one Hundred and Eighty
Eight Dollars leaving due at
that date thereon to Plaintiff Three
Hundred and Twenty Two Dollars
which with interest thereon at ten
per cent remaining still unpaid
and due to Defendant from Plaintiff

Defendant also says that subsequently
to the conveyance of the Land to
Defendant by Plaintiff described
in her Petition he paid for Plaintiff
at her request amounts due by
her to the persons named in the
following account at the times
and for the purposes and at the
dates in said ~~account~~ account

and which is still one dependant,
, To wit,

on July 9 th 1874 To G. L. Johnston	\$1.50
on Jan. 15 th 1874 To R. N. Hunt	2.50
on April 30 th 1874 To Dr. C. Sapper	14.00

\$ 18.00

and on the 20th day of September 1872
Defendant paid for Plaintiff to John
Williams, Sheriff of Jefferson County
Missouri on her note to the Sheriff
of given for the deferred payment
of the purchase money of said land
at said Partition sale the sum of
Three Hundred Dollars of which
sum she repaid Defendant one
Hundred and fifty Dollars leaving
one Hundred and fifty Dollars
remaining due Defendant on
account of said item which she
has not paid him.

Defendant says that
at the time of making said Deed
to Plaintiff Defendant by Plaintiff
~~she was~~ and Plaintiff was and
still is the mother in law of
Defendant and having received the
benefit of the payments which he
had made for her of money to the
several persons, of the several

amounts and at the several dates
as he had made them as herein-
before set-out as having been
made prior to the date of said
Deed from Plaintiff to Defendant
^{Defendant} desired to convey and did convey
to Defendant the Land described
in her Petition subject as it then
was to said Deed of Trust to
Joseph Kroecker of which he
has subsequently become the owner
as aforesaid not for the sum of
five hundred Dollars as stated
in Plaintiff's Petition but in
payment to him of said several
sums of money so paid by him
for her which was more than it
was worth and because of the
natural love and affection of
Plaintiff to Defendant and his
wife and Defendant says that
although five hundred Dollars
was the amount mentioned in
said Deed as the consideration
for said Land still Defendant
says that there was no agreement
between him and Plaintiff touching
the consideration for said Land

to the effect that the same should
be five hundred Dollars but that
it having been considered necessary
to state a consideration in said
Deed a consideration of five
hundred Dollars was inserted
therein for the purpose of making
the same a valid ~~Deed~~ Deed
Defendant says therefore in
consideration of the premises that
he not only does not owe Plaintiff
any sum whatever but on the
contrary Plaintiff is largely
indebt to Defendant - ~~he does not~~
~~however~~ and Defendant prays
to be discharged with his costs
J. J. Williams
Attorney for Defendant

Theresa Gullat
by
Conrad Wurz
amended
answer

filed Jan'y 15th. 1878.
Le Thi Haine
clerk

COUNTY OF JEFFERSON.

The State of Missouri,

To *Joseph Crocker* Greeting:

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 *15th Day of May 1878* 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 *Theresa Gullett* Plaintiff and *Conrad Wuey* Defendant on the part of Plaintiff and herein you are in no wise to fail.

Witness, *C. H. Horine* Clerk of our said Court
with the Seal thereof hereunto affixed, at Office this, *30* day of *April* A D, 1878
C. Thomas Horine
Clerk.

I do hereby Certify that I served the within on Joseph
Crocker by Preaching to him this 10th day of May 1878
in Little Rock Township Jefferson County Missouri

per, 50

Henry Clark
Constable

Beulah
Mary

FILED
MAY
15
1878
K. J. A. Morris
CLERK.

STATE OF MISSOURI,
COUNTY OF JEFFERSON.

To Joseph Crocker & Abby Gullett

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 15th day of May, 1878, 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 Theresa Gullett is Plaintiff, and Conrad Muegg is Defendant, on the part of Plaintiff; and herein you are in no wise to fail.

Witness, C. THO' HORINE, Clerk of our said Circuit Court, with the seal thereof hereunto affixed, at office in Hillsboro, this 30th day of

April, A. D. 1878.
C. Tho' Horine
Clerk Circuit Court.

Gullat

^{no}
Wuery

P

Joseph Crocker
Anty Gullat

Sheriff fee \$1.00

FILED
JUN
1873

Chas. W. W. W.
CLERK.

STATE OF MISSOURI, }
COUNTY OF JEFFERSON.

To

R N Hunt

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 *1st* day of *May*, 1878, 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 *Theresa Muller* is Plaintiff, and *C Wierz* is Defendant, on the part of *Def.*; and herein you are in no wise to fail.

Witness, C. THO' HORINE, Clerk of our said

Circuit Court, with the seal thereof hereunto affixed, at office in Hillsboro, this *30th* day of

April, A. D., 1878.

C. Th. Horine

Clerk Circuit Court.

Eden and the within (Alba) at the Court of
Hesperon and Black of Measuri in the 8th day of May 1878
by reading down in the presence and hearing of
J. M. Shank

John Pittman Shanks
John A. Cook Secy

Gullak
no
Wuerz

P
R N Hunt

Shank J. P.

58

STATE OF MISSOURI, }
COUNTY OF JEFFERSON.

To James Burgess Joseph Krocter And Gullat
P. M. Hunt & Mary Grant

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 15th day of May, 1878, 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 James Gullat is Plaintiff, and Conrad Wuezy is Defendant, on the part of pleth; and herein you are in no wise to fail.

Witness, C. THO' HORINE, Clerk of our said

Circuit Court, with the seal thereof hereunto affixed, at office in Hillsboro, this 1st day of

May, A. D., 1878.

C. M. Wuezy, Clerk Circuit Court.

Gullat

Wurz


$$\begin{array}{r} 16 \\ 16 \\ \hline 46 \\ 16 \\ \hline 20 \end{array} \quad \begin{array}{r} 16 \\ 16 \\ \hline 46 \\ 16 \\ \hline 20 \end{array}$$

James Burgess
Joseph Crocker
Fred Gullat
R M Hunt
Mary Pratt

Sherriff fee \$1.00

Green led the witness (see) at the County of Jefferson
and State of Missouri, on 8 day of May 1858 by
Reading same in the presence and hearing of James
Pierces and R. M. Stuart —

By John Collins Sheriff
John A. Cook depy

Theressa Gullah
Plaintiff
against
Conrad Wurf, Defendant
In the Circuit
Court of
Jefferson
County
Missouri

For amended answer to the Petition
of the Plaintiff herein defendant
denies that he ever at any time
agreed or promised to pay
Plaintiff Five Hundred Dollars or
any other sum of money for the
Land described in her Petition
or any interest thereon and denies
that any such sum or any sum
whatever was when this suit was
commenced or that it now is due
Plaintiff from defendant for said
Land and defendant denies that
any interest was ever at any time
paid by defendant to Plaintiff for
or on account of any debt due by
him to Plaintiff for said Land
for defendant says he never at
any time owed Plaintiff any money
for said Land. Defendant denies
that Plaintiff is entitled to any
vendor's Lien on said Land
or to any judgment against defendant
of any kind or for any amount
whatever and denies that he owes
her any sum whatever.

For further answer to Plaintiffs Petition defendant says that Plaintiffs action is barred by the Statute of Limitations, the same not having been instituted within five years of the sale and conveyance of said Land by Plaintiff to defendant.

Further answering the Petition of Plaintiff the defendant says that the Plaintiff prior to her conveyance to defendant mentioned in her Petition purchased at a Partition sale made by the Sheriff of Jefferson County Missouri 160 acres of Land Embracing that conveyed by her to defendant described in her Petition on or about the 20th of September 1871. That by the Terms of said sale she was required to pay twenty per cent of the amount at which she bought said Land to the Sheriff in cash at the time ~~she bought~~ of said sale to amounting to four Hundred Dollars the purchase price thereof having been Two Thousand Dollars which sum of Four Hundred Dollars defendant paid at the time of said sale to said Sheriff for Plaintiff at her request.

Plaintiff also became indebted to defendant for cash paid for her at her request in the following sums at the following mentioned times and for the following purposes as shown by the following account to wit,

March 29 th 1872 - To H. F. Shivers	\$40.00
January 1872 - Taxes of Theresa Gullat	46.45
To J. J. Williams	10.00
	\$66.45

Making a Total with the \$400.00 paid by defendant to said Sheriff at said Partition Sale as aforesaid ^{and \$66.45} Four Hundred and sixty six Dollars.

~~Plaintiff says further that on the day of October 1871~~

Defendant says further that on the day of October 1871 Plaintiff borrowed of Joseph Kroecker five Hundred Dollars and gave him her note for it due twelve months after its date bearing ten per cent interest from its date

Secured by a Deed of Trust on said 160 acres of Land bought by her at said Partition Sale said note and Deed of Trust bearing date October 9th 1871. That on October 9th 1873 said note remaining unpaid and

being secured by said Deed of Trust on said Land which Plaintiff had conveyed Defendant as well as the remainder of said 160 acres Defendant bought said note on that day on which there was then due five hundred and ten Dollars (\$510.00) and received it properly assigned by endorsement by said Kroecker and delivered to Defendant

Defendant says that with the \$500.00 which was borrowed by Plaintiff from said Kroecker he was reimbursed for the said \$400.00 paid by him for Plaintiff to said Sheriff as before stated and the amount due him on said account for money paid by him for Plaintiff to said Ahlvers and for Taxes of said Theresa Gullat and to said Williams and further Defendant says that at the time he purchased said note of Plaintiff secured by Deed of Trust as before stated from said Kroecker Plaintiff paid Defendant on said note one hundred and eighty eight Dollars leaving due at that date thereon to Plaintiff

Three Hundred and Twenty Two Dollars which with interest thereon at the rate of ten per cent remains still unpaid and due to defendant from plaintiff.

Defendant also says that subsequently to the conveyance of the Land to the defendant by plaintiff described in her Petition he paid for plaintiff at her request amounts due by her to the persons named in the following account at the times and for the purposes and at the dates in said account and which is still due the defendant to wit

on July 9 th 1874 To G. L. Johnston	\$1.50
on Jan 15 th 1874 To R. N. Hunt	2.50
on April 30 th 1874 To Dr. C. Sapper	14.00
	<u>\$18.00</u>

and on the 20th day of September 1872 defendant paid for plaintiff at her request to John Williams Sheriff of Jefferson County Missouri on her note to said Sheriff given for the deferred payment of the purchase money of said Land at said Partition sale the sum of Three Hundred Dollars of which sum she repaid defendant one Hundred and fifty Dollars leaving one Hundred and

Fifty Dollars remaining due
Defendant on account of said
item which she has not paid
him.

Defendant further avers that
on the day of 1870 the
Plaintiff became administratrix of
the Estate of John Gullat of which
she made her final settlement in
the ^{probate} ~~County~~ Court of Jefferson County
Missouri (that being the County in
which said John Gullat died and in
which Plaintiff administered his
Estate) ^{in the year 1874} that the Land bought by
Plaintiff at said Partition sale
belonged to said John Gullat at his
death and that Defendant ~~whose~~
wife to whom he was married prior
to the death of said John Gullat
and who still is ~~defendant's wife~~
living and the wife of defendant
was ~~in sight and by virtue of his~~
the daughter of said John Gullat
to whom one fourth of said Land
decended on the death of her said
father he having died intestate
leaving four heirs and Plaintiff his
widow who had Dower in said Land
and defendant avers that after all
debts of said Gullat's Estate were
paid and all costs of said Partition

Suit Defendant was entitled in
Virtue of his marital rights as the
husband of his wife the daughter
of said deceased John Gullett
to receive after the Dower interest
of Plaintiff in said Land was paid
her the sum of Two Hundred & Twenty
Eight ^{and 3/100} Dollars his wife's share of the
Purchase money of said 160 acres of
Land bought as before stated by
Plaintiff at said Partition Sale
but Defendant says Plaintiff
being unable to pay the note given by
her to the Sheriff for said Land on said
Partition Sale Defendant to enable
her to take up said note from said
Sheriff ~~for his said share of said~~
~~money due by it~~ received to said
Sheriff for his said share of the money
represented by said note which was
Two Hundred and Twenty Eight ^{and 3/100} as above
stated without receiving any money
therefor said Sheriff receiving such
Receipt as so much cash due upon
said note thereby enabling Plaintiff
to take up her said note by paying
that much less than she would
otherwise have been compelled to
pay said Sheriff to take up her
said note Defendant agreeing with
Plaintiff to look to her for said

amount which she has never
paid to Defendant nor has she
paid him any part of it.

Defendant avers that at
the time of making said Deed to
Defendant by Plaintiff, Plaintiff
was and still is the ~~mother~~ mother-in-law
of Defendant and having received
the benefit of the payments which
he had made for her of moneys to the
several persons, of the several
amounts and at the several dates
as he had made them as herein-
before set out as having been
made prior to the date of said
Deed from Plaintiff to Defendant
as well also as the receipt for the
share of Defendant to the money
bid by Plaintiff for said 160 acres
of Land in Partition Plaintiff
desired to convey and did convey
to Defendant the Land described in
her petition subject as it then
was to said Deed of Trust to
Joseph Kroecker of which he has
subsequently become the owner
as aforesaid not for the sum of
five Hundred Dollars as stated
in Plaintiff's petition but in
payment to him of said several
sums of money so paid by him

for her as also of the amount due him
on account of his said share of
the amount for which Plaintiff
bought said 160 acres of land at said
Partition Sale which was more
by a large amount than the land
conveyed by Plaintiff to defendant
was ~~not~~ worth and because of
the natural love and affection
of Plaintiff to defendant and his
wife and defendant says that
although five hundred dollars
was the amount mentioned in
said deed as the consideration
for said land still defendant says
that there was no agreement
between him and Plaintiff
touching the consideration for
said land to the effect that
the same should be five hundred
dollars but that it having been
considered necessary to state
a consideration in said deed
a consideration of five hundred
dollars was inserted therein
for the purpose of making the
same a valid deed. Defendant
says therefore in consideration of
the premises that he not only does
~~not owe~~ not owe Plaintiff any
sum whatever but on the contrary

Plaintiff is largely indebted to
the Defendant, and Defendant
having fully answered prayer
judgment of discharge with
his costs of suit

J. H. Williams

Attorney for Defendant

12690

1890
12690
14580

322
18.94
303.06 ✓
12690 ✓
176.16

322
14580
176.16

176.16
149
158500
17616
306/2624784 (85.78)
2448
1767
113-80
2378
214
360
2048
84

28
17

176.16
149
158500
17616
306/2624784 (16.12)
2448
1767
113-80
2378
214
360
2048
84

306/1761600 (57.57)
1530
2316
214
1700
113-30
2100

9
11
10
18
16.12 ✓
57.57 ✓
16.09 ✓
85.78 ✓

176.16
149
158500
17616
306/2624784 (16.69)
2448
1767
113-80
2378
214
360
2048
84

176.16

12690

1890
12690
14584

322
18.74
303.06✓

322
14584
17470

126.90✓
176.16

28
100
24
149
306

28
17

176.16
149
158544

36/ 2624784 (85.78)
2448
176.16
176.16

176.16
306/ 176.16 (16.12)

176.16
2448
176.16
2448
84

306/ 176.16 (57.57)
1530
2316
2144
176.16
176.16
2100

9- 16.12
11 57.57
14 176.16
18 176.16

176.16
306/ 176.16 (16.59)
1530
2316
2144
176.16
176.16
2100

176.16

12690

1894
12690
14584

322
18.94
303.06 ✓
126.90 ✓
176.16

323
14584
176.16

28
100
24
149
306

28
17

176.16
149
158544
17616
306/2624784 (85.78)
2448
1767
113-30
2578
2142
364
2448
84

176.16
323
306/1761600 (57.57)
1530
2316
2142
1700
13-30
2100

9- 16.12 ✓
11 57.57 ✓
10 16.69 ✓
18 55.78 ✓
176.16

176.16
324
158544
35232
306/1761600 (16.69)
306
2088
1936
1726
1836
1000

Theresa Gullah

v3

Leonard Wurf

Amended answer
of Defendant

Filed Mar. 12 1898

Le Roi Moore

Clerk

Theresa Gutatt May Term 1878.

^m
Conrad Henry

- Now comes the plaintiff and moves the Court to strike such defendants answer filed in this Cause at the last term of this Court, because
- 1 The said answer fails to specially deny the allegation in plaintiff's petition as to the sale by the plaintiff to the defendant of the land mentioned in the petition or of any knowledge or information thereof sufficient to form a belief
 - 2 Because, The said answer fails to confess the Cause of action in petition set forth, and thus to avoid the same by a plea of the Statute of limitations.
 - 3 Because, the alleged new matter set up in said answer does not appear to have arisen out of the contract or transaction set forth in the petition as the foundation of the plaintiff's claim or connected with the subject of the action
 - 4 Because the said alleged new matter set up in said answer, is so blended

and affectively stated as that it is uncertain
whether the said new matter is intended
as a defense or a Counter claim,

5 Because, the whole answer denies that
any such Cause of action as stated in
petition ever existed, and at the same
time sets up a bar to said Cause of
action

J. P. Phipps
Plffs. atty.

Gutale
4

Murphy

Notice to Strike
out Amended.

Answer

Filed May 13th 1878
C. H. Marine
Clerk

Theresa Guttat, Plaintiff

vs

Conrad Wurz Defendant

In the Circuit Court
of Jefferson County Missouri

The plaintiff by leave of the Court files this amended petition and for Cause of Complaint states, that John Guttat, her late husband, died seized of a tract of land in Jefferson County amounting of about 160 acres, of which the following described tract was a part, to wit: The North West fractional Quarter of the South East Quarter of section 15. Township 42 Range 5 East containing 37 acres, also 45th acres off of the North end of the South East Quarter of Survey 1969 of same township and range. That said Guttat died about the year 1870 leaving the plaintiff his widow, Frederick Guttat, a son, Louisa who married Louis Ziegler, Paulina, who married Adolph Kassel and Josephine who married the defendant his daughter. That afterwards to wit, on or about the

day of 1871. Louis Zuger and
Louisa his wife, Adolph Kassel and
Paulina Kassel his wife, brought a
suit in said Circuit Court against
this plaintiff and the other parties
in interest for a partition and division
of said 160 acres of land. That at
the March Term of said Court
1871 an order for the sale of said
land was made, that at the September
term following said land was duly
sold and this plaintiff became
the purchaser at the sum of \$2000,
of which 20 per cent was paid in
cash and a note given for
the residue payable in twelve
months with ten per cent interest.
Plaintiff further states, that he son
Fugineck Guttat, and his son in law
the defendant being desirous of pur-
chasing said land, proposed to
the plaintiff, to buy of him said land
and to give him therefor each five
hundred dollars, and to pay all the
expenses of said partition sale including
therein all sums which plaintiff
had to raise to make payments on

said land, as also the taxes then due. That is to say, they proposed to buy said land, and as a consideration therefor to pay, J. H. & wife Kaffell and wife, ^{and} to raise the money for that purpose, and to release the plaintiff of their own share of the proceeds of said sale. The plaintiff was also to release her share of the proceeds of said sale which including her own interest and the money paid by her on the debt of said John Cuttate, which amounted to over twelve hundred dollars.

Plaintiff further states that she accepted the proposition, and agreed to sell said land upon the terms proposed and afterwards to wit, ~~made~~ on the 17th July 1872 she made to each of them a deed for the part of said land he wanted. They had before this taken possession of their respective parts of said land.

After this to wit on the 20th Sept. 1873. and during that term of the said Circuit Court the respective amounts due to each distributee

was a certain, and the following
amounts ordered to be paid to them.
To Theresa Guttat \$363.90. To Ralph
Kassel & wife \$228¹⁰. To Louis Ziegler
& wife \$228¹⁰. To Frederick Guttat
\$228¹⁰ & to C. Murrz & wife \$228¹⁰.

and at the same time of said Court
the amounts due Ziegler & wife and
Kassel & wife were paid over to
them in pursuance of said agreement
and the other arbitrators, that is to
say this Plaintiff and Murrz and
Guttat each receipted to the Sheriff
for their respective parts.

Plaintiff further states that in further
pursuance of said agreement the
said Guttat and Murrz on the
day of October 1873 paid off
Plaintiff a note to one Joseph Crocker for
the sum of \$500, four hundred
dollars of which Plaintiff had
borrowed to make the amounts she
had to raise at the time of sale
and the other one hundred dollars
said Murrz used for his own purpose.

Plaintiff states that said Murrz
and Guttat have paid up all

the amounts which they agreed to pay
as a consideration for said land
except the sum of five hundred
dollars ~~and~~ which said Trust
promised and agreed to pay for
the land he purchased to this
plaintiff in addition to the
other sums above mentioned. This
sum of five hundred dollars is
entitled to a few ^{of amounts paid by Trust} small credits,
which plaintiff is unable to state.

Plaintiff therefore states that
she has a vendors lien upon said
land for the unpaid purchase
money due and owing by the
defendant as aforesaid and prays
the Court to render judgment
for the amount found to be due
to the plaintiff with interest thereon
and to order and decree that said
lien be enforced against said
land and that the same or so
much thereof as may be necessary
to pay said judgment and the
costs of suit may be sold and for
all such other and further relief as may
be equitable and just & the plaintiff may
be entitled.

P. P. Kline
for Plaintiff.

J. Gullat

vs

C. Werry

Amended Petition

RECEIVED

MAY

14

1870

L. H. H. H. H.
CLERK.

Theresa Gullat Puff { In the Circuit Court of
vs { Jefferson County Missouri
Conrad Henry Def

The defendant on oath states
that he is not prepared to go to trial upon
the amended ^{petition} answer filed by the plaintiff in
this cause yesterday; That he is taken by
surprise by the filing of the same, and
cannot be ready to answer same and
go to trial in less than 5 or six days
Inwitness whereof I have subscribed my name
before me May 15 1878

Conrad Henry

Chas. Morris
Clerk

Gullat

Money

app. of app. as to

purpose

EX 1010

MAY
15
1876

L. H. Horne
CLERK.

Nessa Gullet Plaintiff {
vs
Conrad Meury Defendant }

Now comes defendant and
for answer to plaintiffs amended
petition filed herein May 14th 1878
denies each and every material allegation
in plaintiffs petition,

And for further defense the defendant
says that plaintiffs action is barred by
the statute of Limitation the same not having
been instituted within five years of the sale
and conveyance of the land mentioned in
the petition as having been made, by plaintiff
to defendant

Wherefore having fully answered
defendant prays to be discharged with
his costs

William, Byrnes & McMullen
for defendant

Fuller
May

Answer

FILED

MAY
20
1878

L. H. H. H. H. H.
CLERK.

Theresa Gutat } In the Circuit
vs } Court
Bernard Herz } Liffle, Mo

Now the plaintiff comes
and moves the Court to strike
out defendants amended
answer filed this day -
Because the said answer
denies that any cause of
action ever existed in favor
of the plaintiff and at the
same time pleads the Statute
of limitation in bar of
said action.

J. P. Phipps
App. Atty.

Gulat

vs

Henry

Motion to Strike
out answer
filed May 20th
1878.

FILED

MAY
20
1878

L. H. Moore
CLERK.

Therresa Gullah, In the Circuit
vs } Court of
Conrad Wurz } Jefferson,
County Missouri

Now at this day comes the
Defendant and for
answer to the ^{amended} petition
of the Plaintiff herein
says that he denies each
and every allegation in
the Plaintiff's ^{said} petition
and, denies each and every
material allegation in
the said amended petition
of Plaintiff and prays
to be discharged with
his costs

Sydney McMullin &
William
Attorneys for Defendant

Theresa Gullat

^{vs}
C Murry

Answer to amended

petition

FILED

MAY
22
1878

L. H. Moore
CLERK

STATE OF MISSOURI,
COUNTY OF JEFFERSON.

To *A. Wassel*

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 *fourteenth* day of *187*, 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 *Gullab* is Plaintiff, and *Wueng Peff* is Defendant, on the part of *Peff*; and herein you are in no wise to fail.

Witness, C. THO' HORINE, Clerk of our said Circuit Court, with the seal thereof hereunto affixed, at office in Hillsboro, this *22* day of

May, A. D., 1878.

C. Tho' Horine, Clerk Circuit Court.

Gulatt
vs
C Winger

Sheriff fee 50

RECEIVED
JUN 1 1876
L. H. H. H. H.
L. H. H. H. H.
L. H. H. H. H.

STATE OF MISSOURI, }
COUNTY OF JEFFERSON.

To *Henry St. John*

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our Circuit Court, for the County aforesaid, ~~on the first~~ *for the* day of *1877*, 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 *Amelia* is Plaintiff, and *Mary* Defendant, *Plff*; and herein you are in no wise to fail.

Witness, C. THO' HORINE, Clerk of our said Circuit Court, with the seal thereof hereunto affixed, at office in Hillsboro, this *22nd* day of

May, A. D., 1878.

C. Tho' Horine, Clerk Circuit Court.

Gulati
15
Werye

Sheriff fee

50

K. H. H. H.

11111111

Judgt. May 22nd 1878.

Theresa Gullat } In the Circuit Court,
 Conrad Wueg } Jefferson County, Meif. Min.
 Fee Bill.

1877.
 Sept. P.

Chas. Horine clerk.

Copy pet. ⁴⁰ / cos ⁵⁰ / sum ¹⁰⁰ / copy ¹⁰ / \$ 2.00

motion for bond ²⁰ / motion cont. ²⁵ / .45

Leave to ans ²⁰ / cont of cause ²⁵ / .45 / \$ 2.90

1878
 Jan'y P.

Dock ¹⁵ / 3 files ¹⁵ / 1 spw ²⁵ / ant. ²⁰ / 75

order ³⁵ / cont. ²⁵ / order to set cont. aside ³⁵ / 85

amended an ²⁰ / cont. Cast. Def. for dist. term ²⁵ / .45 2.15

1878
 May Term.

Dock ¹⁵ / 6 sps ¹⁵⁰ / 13 files ⁶⁵ / (aff ²⁵ / 2.55

motion to strike out amended ans ²⁰ / rule ²⁰ / .40

order ³⁵ / amended pet. ²⁰ / order ³⁵ / 90

Judgt. for costs ⁵⁰ / order to file ans ²⁰ / 70

amended ant. ²⁰ / motion to strike out ²⁰ / rule ²⁰ / 60

Ans. to amended pet. ²⁰ / Sub. ³⁵ / Judgt ⁵⁰ / 1.05

Dock ¹⁰ / J. B. ¹⁰ / making costs ¹⁰⁰ / Sub ²⁵ / Ex ¹⁰⁰ / 2.45 8.65 / 13.70

1877
~~1878~~ Sept P.
 Jan'y Term.
 Jan'y P 1878

John Williams Sheriff.

Sum ¹⁰⁰ / 1.00

4 sps. @ 50^c ^{2.00} / calls ¹⁵ / 2.15

May P 1878 8 sps @ 50^c ^{4.00} / 6 calls ³⁰ / 4.30

7.45

Jan'y P 1878

Pauline Kassel writ. 1 day 12 miles / \$ 2.92

May P 1878

Fred. Gullat " 1 day 16 " 3.56

Jos. Krock " 1 " 16 " 3.56

Jas. T. Burgess " 2 " 32 " 7.12

Mary Grab " 1 " 20 " 4.20

R. N. Hunt " 1 " 20 " 4.20

A. Haessel Int. 1 " Int. 1 mi ³⁰ / 1.35

26.91