

DoFlorsen County Circuit Court
Case File - Civil

Box

18

Fader

6

November 1866

Reppy, Samuel A.
vs

Mathews, Robert

Breach of contract

Defendant improperly plastered
plaintiff's house; \$1,000 damages;
depositions

Samuel A. Reppy, plaintiff, } In the Circuit Court
against } of Jefferson County
Robert Matthews, defd. } Missouri,
November Term 1866,

Plaintiff states, that on the eighteenth day of November 1865. Defendant entered in to an agreement with plaintiff in writing, which is herewith filed; that, as the same shows, Defendant covenanted and agreed, in consideration of the agreement of the plaintiff, therein contained, to plaster with lime and sand in a good and workman-like manner on or before the 15th of April 1866. a house of plaintiff, containing ten rooms, two halls and four closets, and to furnish all materials of every name and nature, necessary and requisite for that purpose; and that defendant agreed, in addition to the lime and sand plaster, which all the rooms and halls and closets were to receive, to give the fire rooms and the hall on the first floor a good heavy coat of Plaster Paris and also to give a moulding or Plaster Paris cornice to the Parlor and sitting room, and the hall on the first floor, in manner mentioned in said agreement; Plaintiff further states,

that in consideration of this work to be done and materials to be furnished by defendant, he agreed to pay defendant Three hundred and twenty five dollars and to board defendant and all his hands, during said work.

Plaintiff further states, that soon after said agreement was entered into an additional verbal agreement was made between him and defendant, according to which defendant agreed, for the sum of Thirty dollars to be paid him by plaintiff, to give the fire rooms ^{and the hall} on the second floor of said house also a good coat of Plaster Paris.

Plaintiff states, that he has performed said agreements on his part, that he has boarded defendant and his hands during the continuance of their work and paid defendant the sum of money aforementioned, except \$11.50 but that defendant has palpably and entirely neglected and failed to perform said agreements on his part in this: that defendant has not done said work in a workmanlike manner, that his work is of no use and benefit

whiteres to plaintiff; that defendant has not used and applied the various kinds of materials in such quantities and mixed them in such proportions, as is requisite to make a good plaster; that the plaster the day after the completion of said work began to fall off; that it has since fallen off the ceilings in several rooms and in some rooms from the entire and whole ceilings; that it is still falling, and from the appearance will continue to fall off.

Plaintiff further states, that he had paid the money, which he agreed to pay with the exception as aforesaid, to the defendant, before he, plaintiff, knew, that the work was done in a manner, so unworkmanlike, careless and unskillful; and that in consequence of defendant's not complying with his agreements aforesaid, the performing the work in an unworkmanlike manner as aforesaid and the falling off of the plaster, as above mentioned, the plaster cannot be repaired, so as to make a good plaster, and that the plaster, not yet fallen, will have to be taken off, and that all the rooms will have

to be plastered over again, which will
create more costs and expenses, than
the plastering originally.

Plaintiff finally states, that in con-
sequence of the breach of the said agree-
ments on the part of defendant in
manner and to the extent aforesaid,
he has suffered damages One thousand
dollars, for ~~which~~ and costs of suit
he asks judgment,

Thomas A. Ahlness,
Attys for plff.

Samuel A. Reppy, plaintiff, being
sworn, says, that the foregoing state-
ment and the matters as therein stated
he believes to be true.

Sworn to and subscribed
before me this 26th day of
July AD 1866,

Henry F. Ahlness,
Notary Public.

Samuel A. Reppy

Samuel A. Reppy
vs Original Petition
Robert Mathews

Filed July 26th 1866
Sam. A. Reppy 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

Robert Mathews

if he be found in your County, that he
be and appear before the Hon. 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 ^{first} ~~second~~ Monday after the fourth
Monday of *November* next, then and there to answer unto

Samuel A. Reppy

upon *his* original petition, a copy whereof is hereunto annexed and ac-
companies this writ, and have you then there this writ.

Saml A Reppy

Witness, ~~James E. Honey~~, Clerk of our said Circuit

Court, with the seal thereof hereunto affixed, at office
in Hillsboro, this *Twenty Seventh*
day of *September* A. D. 1866

Samuel A Reppy

Clerk Circuit Court.

2448

TO JEFFERSON CIRCUIT COURT

November Term, 1866.

Samuel H. Phipps

vs

Robert Mathews

Shawnee Co. Ct

John Williams Deft

Sheriff's fee \$1.00

I Executed the Within in Writ in the County of
Jefferson State of Missouri on Robert Mathews
on the 2nd Day of October 1866 By Delivering to ^{him} a true
Copy of the Within Writ and Petition

C. C. Fletcher Sheriff
By John Williams Deft



Samuel H. Kippy, Plff

vs
Robert Matthews, Defendants

In Circuit Court

Jefferson County

Missouri

Now at this day comes the Defendant and for answer to plaintiffs petition says it is true as stated in said petition that he entered into an agreement with plaintiff to plaster a house for plaintiff about such as described in said petition and about the time as stated and for the consideration stated by plaintiff and that the terms of said contract is in the main set out by plaintiff correctly so far as Defendant remembers and Defendant avers that in pursuance of said contract he entered upon said work of plastering said house of plaintiff and did in all things perform and carry out his part of said contract in good faith and did complete said work in due time in a good and workman like manner and in all respects according to the terms and stipulations of his said contract with plaintiff to the entire satisfaction of plaintiff which work was when completed willing by and voluntarily received by plaintiff and the contract price paid by him to Defendant freely and voluntarily except the sum of eleven dollars

and fifty Cents which sum is still due
Defendant and for which he asks judg-
ment with interest,

For further answer
Defendant denies that he failed in any
instance to carry out his said contract
with plaintiff, denies that he failed
to do said work in a workmanlike manner
denies that he failed to and did not apply
the various materials in such quantities
~~and~~ and mix them in such manner as
was requisite to make a good plaster but
on the contrary said work was in all respec-
ts properly done,

Defendant admits that some of the
plastering has fallen off, as stated but
not to the extent stated by plaintiff,
but he avers that it was not from any
fault of Defendant or the manner in
which he did & performed said work but
on the contrary the falling of said plaster-
ing was caused in part by the indiffer-
ent manner in which said house was
built and in consequence of the giving
away of the cellar wall and foundation
of said house whereby said plaster was
loosened and fell off.
Defendant denies that plaintiff has sus-
tained damage in the sum of one thousand

Dollars by reason of the falling of said
plaster and denies that plaintiff is entitled
to recover any amount of damage against
this Defendant

And having fully answered Defendant
asks to be discharged with judgment for
the amount due him by plaintiff as
aforesaid together with his costs

Jos. J. Williams
Atty. for Defendant

A. H. Murphy

is

Robt. Meathews

Defendants Answer

March 3rd 1869
Edw. J. Cheney Clerk

William
for Defendants

S. A. Reppy

Robert Mathews

In the Circuit Court of
Jefferson County - Missouri

To S. A. Reppy take notice
of witnesses that I depositions to be read in evidence on the
part of Defendant on the trial of the above
Cause will be taken at the office of
C. F. Blatta^{a Notary Public} No 91 Chestnut Street St Louis
Missouri between the hours of 9 o'clock
A. M. & 5 P. M. on the 29th day of April
1867 and if the taking of the same be not
completed on that day will be continued
at the same place & between the same
hours ^{from} ^{day to day} till completed

Jos J Williams
Atty for Defendant

I accept notice of the within & waive the
necessity of personal service
April 17th 1869

Samuel A. Reppey

S. A. Reppey

per

Robt. Matthews

notice to take
depositions

Chas. F. Blatten witness No 6 paid av.

Depositions

of Witnesses, produced sworn and examined at the Office of Charles F. Blattan, a Notary public, formerly No 91. now No 812, Chestnut Street, in the City of St Louis, County of St Louis, State of Missouri, before me the undersigned Charles A. Snee, a notary public duly commissioned and qualified within and for the County of St Louis, State of Missouri, aforesaid, in a certain cause now pending in the Circuit Court of Jefferson County, Missouri, between S. A. Peppy, Plaintiff and Robert Mathews, defendant, on the part of the Defendant.

Timothy Callahan, of lawful age, being sworn, and examined on the part of the defendant, ~~deposes~~ and says: I was sent by Robert Mathews in the last week of March Ad Eighteen hundred sixty six to Hillsboro, Jefferson County, Missouri, to perform some plastering work in a two story frame house belonging to S. A. Peppy and situate at or near said town of Hillsboro, Jefferson County of Missouri. I was employed on said work until the Twenty first day of April Eighteen hundred sixty six, about four weeks. The laths, lime and nails were of as good quality as they can be generally furnished and procured in the City of St. Louis. I am an experienced plasterer by trade have been following this business for over twenty years, and have a good judgment in regard to quality of materials used for plastering. In the second coat a sufficient quantity of lime and hair was used, and the whole plastering I consider to have been a good job, and I know it to have been done in a good and workmanlike

manner. I further state, that the owner of the building
Sd. Reppy expressed to me his full satisfaction with
the performance of the work. In the finishing coat
there was a sufficient quantity of lime and plaster of
Paris to make it a good substantial work. When I
left the building, I could not notice any defect or fault
in the work, and did not believe, that any part would
fall off. - When I left for Hellboro, to do the work
Mr Robert Mathews expressly enjoined upon me to make
a good job of it, and to be very careful, which I have
to the best of my ability.

Cross-examined by Attorney of Plaintiff.

Ques: How many Barrels of lime will be required for one
hundred yards of Plastering: A. Defendant here instructed
H. the Witness to say: One Barrel. Witness said he
needed no founding could answer himself: 1

A. From my experience I judge that from 8 to 10 Bushels
of lime will be sufficient for 100 yards of good Plastering
Ques. How many Bushels are in a Barrel?

A. The general average is supposed by me to be about
two half to three Bushels to a Barrel.

Q. Is there a certain rule how much lime and sand is required
to 100 yards of plastering

A. There is no general rule as to quantity of lime and sand
taken. It depends on the quality of the sand, and the
judgment of the mechanic, whether sand is too rich or
too poor, by mixing more lime or more sand the proper
quality can be obtained

Q. How many Barrels of ^{plaster of} Paris is requisite for 1000 yards of finishing & whitening?

A. I have done finishing & whitening of 1000 yards plastering with one Barrel of Paris of Plaster, and made a good substantial job.

Q. How much plaster of Paris is necessary to finish & whiten 200 feet of Cornice plastering.

A. It depends on the Judgment of the mechanic, there is no ^{rule} generally. I do not know, how much is necessary as a general rule, to make a good job of 200 feet.

Q. It is customary to mix Sand with the plaster of Paris in finishing Cornice

A. It is not customary to mix Sand in Cornices to finish plastering.

Timothy Callahan

J. Charles A. Snell, Notary Public do hereby satisfy, that Timothy Callahan, the deponent, who resides at the City and County of St Louis, in the State of Missouri, was by me sworn to testify the whole truth of his knowledge, touching the matter in controversy in the cause aforesaid, and that his deposition was reduced to writing and subscribed by him in my presence on the twenty ninth day of April eighteen hundred sixty seven, between the hours of nine o'clock A.M. and five o'clock P.M. in the City and County of St Louis State of Missouri

fee \$1.20
Stamp .05
1867



Chas. A. Snell

Notary Public in & for the County of St Louis
State of Missouri

Saml. A. Peckham

Robert Matthews

separations for self

Read for hand of Mr. Matthews
Sheet May 6th 1867
Oliver J. Hervey
etc



This article of agreement made and entered into, on this Eighteenth day of November 1865, by, and between Samuel A. Reppy of the first part, and Robert Mathews of the second part, both of Jefferson County Missouri;

Witnesseth, that the said party of the second part agrees, and covenants with the said party of the first part to furnish all materials of every name, and nature, and to Plaster, with lime and sand; a house of the said party of the first part in a good and workman like manner; said house contains ten rooms, two Halls, and four closets. Said rooms are to have three coats of Lime and sand Plaster on each, and the five rooms below, (or on the first floor), and the Hall also are to have a good heavy coat of Plaster Parri's on them; and the Parlor and Sitting room are each to have a Moulding (or Plaster Parri's cornice) run around them, to be the same style as those of Mr. Thomas's house. The same kind of cornices are to be run around the Hall on the first floor, and all, to be done in the best workman like manner; said work must be done as soon as possible, say by the 1st of April, or not later than the 15th of said month. In consideration of said Work and Material to be furnished

by the said party of the second part, the
said party of the ~~second~~^{first} part, covenants
and agrees with the said party of the
second part, to pay to the said Robert
Mathews, the sum of three hundred,
and twenty five Dollars, and also he
agrees to board the said Mathews, and
all his Chanas, while doing said work.
Witness our Chanas and Seals the day
and year first above written
attest

John L. Thomas

Samuel A. Reppy
Robert ^{his} Mathews
mark

Agreement of
Leahy & Matthews