

Jefferson County Circuit Court
Case Files - Civil
September 1873

Box 31 Folder 36

Darrier, Charles

v.

Darrier, Bertha

Title

Lots in Jefferson County S 16, T 42 north of R 4 E;
Depositions; Supreme Court; letter from plaintiff, a soldier
in the army at Camp Hoffman, Arkansas, April 5, 1862
after the Battle of Arkansas, in German with translation

Charles Darrier, Plaintiff } In the Circuit
against } Court of
Bertha Darrier, Defendant } Jefferson County
Missouri

Plaintiff states that he and defendant are husband and wife and have been since the year 1856. Plaintiff states further that some time prior to the 28th of July 1860 one William E. Clark purchased Lots Number one, Two, and Eight. Lots one & Two containing forty acres each & eight containing thirty eight acres and at the same time one Herman Darrier bought Lots Three and six each containing forty acres and Lot seven containing thirty eight acres all in section sixteen, Township Forty Two North of Range five East which were School Lands granted by the United States to the State of Missouri for the use of Schools in said Township and were sold to said Clark and Darrier in pursuance of the Laws of the State of Missouri providing for the Sale of Township School Lands; Plaintiff further states that said several Lots of Land were sold to said Clark and Darrier at a public Sale by the Sheriff of said the County of Jefferson Missouri after having been surveyed and laid off

into lots of the dimensions and
numbers as aforesaid upon a
credit of twelve months for which
they each executed and delivered to
said County of Jefferson their promiss-
ory notes payable respectively one
year after date for the use of School
Township Number Six in said County
that being the School Township within
which said Lands were situated, the
note of said Darrier being for the principal
sum of four Hundred and fifty three
Dollars and that of said Clark being
for the principal sum of seven
Hundred and Eleven & ⁵⁰/₁₀₀ Dollars
each bearing ten per cent interest from
their respective dates, Plaintiff states
further that on the 26th day of October
1859 by mutual agreement
between said Clark and Darrier
and the County Court of said County
of Jefferson said Clark assigned to
said Darrier the Certificate of
the purchase of the several lots
purchased by him as aforesaid
~~to said Darrier~~ who on that day
substituted his note for said
Clark's given by said Clark for said
lots of Land as before stated to
said County of Jefferson for the
use of said School Township for

Seven Hundred and Eleven & $\frac{3}{4}$ Dollars
payable with ten per cent interest from
date one year thereafter whereupon
said County Court delivered up to said
Clark his said note & accepted in full
thereof said Darrier's note.

Plaintiff further
states that thereafter, to wit on the 28th
of July 1860 said Darrier being indebted
to this plaintiff in the sum of five Hundred
Dollars and having purchased the
several lots of Land as aforesaid and
holding certificates of purchase therefor
from the sheriff of said County based
upon a sale thereof as before stated
namely a certificate for the several
lots purchased by him as well
as that of said Clark for those lots
which said Clark had purchased
which certificate said Clark
had as before stated assigned
to said Herman Darrier the said
Herman Darrier on said last
mentioned day, to wit on the 28th
of July 1860 executed and delivered
to this plaintiff a deed of trust on
all said several tracts or lots of
Land to secure to plaintiff the
payment of said sum of five
Hundred Dollars and accruing
interest thereon, plaintiff further

States that ~~said~~ ~~the~~ the note from
 Herman Darrier to him which said
 Deed of Trust was given to secure
 remaining unpaid and being past
 due on the 15th day of January 1862
 he caused said Land to be sold
 under said Deed of Trust in
 accordance with the terms and
 provisions thereof at which
 sale the Plaintiff became the
 purchaser at the sum of five
 Hundred Dollars and received a
 Deed of said several Lots of Land
 from the Trustee in said Deed
 bearing date January ~~15th 1862~~
 15th 1862

Plaintiff further avers
 that by said Deed he acquired
 all the right title interest & claim
 acquired by said Herman Darrier
 in and to said Lands by reason
 of the sale thereof to said Herman
 and said Clark aforesaid and
 the certificates of purchase aforesaid
 and became entitled to pay
 the purchase money therefor
 secured by the notes of said
 Herman Darrier due the County
 of Jefferson for the use of School
 No. Six as before stated and to receive
 a patent from the State therefor

Township

5
as he fully intended to do, but he
averts that having joined the army
of the United States in 1861 he was
absent from ~~his~~ said county of
Jefferson and in the army from the
time of the purchase by him of
said Lands as stated under said
Deed of Trust for several years.
Next thereafter that in consequence
of his absence from home and conse-
quent inability to look after his
interests in said Lands he constituted
his wife the defendant his agent
to look after and protect his interest
therein which she promised him
to do but plaintiff avers that
during his absence, to wit, on the 7th
of April 1862 and after, plaintiff
had received his Deed to said Lands
from said Trustee as above stated
of which fact as well as all his
interests in said Lands defendant
had full knowledge defendant
fraudulently and with the intent to
defeat plaintiff's title to said Land
and to procure the same in her
own name in fraud of plaintiff's
rights therein and in flagrant violation
of her promise and undertaking thereof
-ore given plaintiff to look after and
protect his interests in said Lands

6 +

during his absence from home and with the intent to rob the Plaintiff of said Lands and appropriate them to her own use procured said Herman Darrier to make a Deed to her for said Lands bearing date April 7th 1862 which Deed was without any consideration whatever.

Plaintiff further avers that in the fall of the year 1862 he being still then absent from home in the army and the defendant being at home in the aforesaid County of Jefferson and the purchase money, to wit, the two notes given by said Herman Darrier to the said County for the use of the School Township No. six as above described together with interest remaining unpaid, and relying upon the integrity of defendant and being ignorant of her design of depriving him of said Lands and getting the same in her own name as before stated and Plaintiff being desirous of paying off said debt due upon said Lands to the County for the use of said School Township

1 So as to perfect his title thereto sent
to defendant at Home in said County
of Jefferson a Large amount of
money, more than sufficient to
pay both said notes with all
interest and expense attending
the settlement of said debt and
of procuring and recording
patents for said Lands with
explicit instructions to defendant
to pay ~~thereof~~ to said County
for the use of said School
Township the full amount of
the debt principal and interest
- being the two notes of Herman
Barrier before mentioned - due
on account of the purchase
money thereof and to cause
patents for the same to be issued
by the State vesting the title in
Plaintiff - Plaintiff avers that
defendant received said money
and with it paid the said notes
and interest but that she in
violation of Plaintiffs instructions
to her to cause the Patents to be
issued to him & in violation of
her promise to faithfully trans-
act the business in regard to
said Land for him caused the
and procured a Certificate *

under and by reason of six
 Several Patents ~~assumed~~ issued
 by the Governor of the State of
 Missouri to her for said Lots of
 Land respectively purporting to
 convey the same to her as
 before stated each said Patents
 bearing date December 6th 1862 and
 that the Court will vest the title
 of all said several Lots of Land
 in Plaintiff in fee simple and
 that the Court will grant such
 other and further relief as to
 the Court may seem just

Jos. J. Williams
 with
 J. & L. Gottschalk
 Attorneys for Plaintiff

Charles Darrier
vs

Bertha Darrier

action for title
to Real Estate

Original Petition

Filed Aug 5 1873

W. S. Day & Co
Att. Chgo. & Home
Depot.

Order to issue process
to Jefferson in County
for witnesses
for plaintiff

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 *Pertha Darrier*

if she be found in your County, that *she* 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

Charles Darrier

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

Witness, W. S. BOYCE, Clerk of our said

Circuit Court, with the seal thereof hereunto af-
fixed, at office in Hillsboro, this *5th*
day of *August* A. D. 1873

W. S. Boyce Clerk Circuit Court.

By *W. H. Horne* Deputy.

3881

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

September TERM, 1873.

Charles Danner

vs

Bertha Danner

(original)

I executed the within writ at the county of Jefferson state of Missouri on the Fifth day of August ad 1873 by delivering to the defendant Bertha Danner a copy of the within writ and petition as furnished me by the clerk

J. B. Moss Sheriff

By Thos. Jones Deputy

Charles Darrier, plaintiff, } In the Circuit Court
against } of Jefferson County,
Bertha Darrier, defendant. } Missouri.

Now comes defendant by her Attorney and by leave
of Court answers as follows:

Defendant admits, that she and plaintiff are husband
and wife and have been so since the year 1856.

Defendant admits, that one William C. Clark pur-
chased the land, described in plaintiff's petition, as therein
described, stated, and that one Hermann Darrier pur-
chased the land, described in plaintiff's petition, as therein
stated, and that each of these purchasers gave his several
promissory Note for the purchase money, as stated in
said petition; admits, that each of the purchasers got
a certificate of purchase for the land, purchased by him,
admits, that said Clark assigned his certificate of
purchase to said Darrier, as stated in said petition,
and that said Darrier executed his promissory
Note instead of the Note of said Clark, which was
returned to said Clark, as stated in said petition,

Defendant further states, that she has no knowledge
or information, sufficient to form a belief, that on the
28th day of July 1860. or at any other time, said Hermann
Darrier was indebted to plaintiff in the sum of five hun-
dred dollars or any other amount, and that said Her-
mann Darrier on the 28th day of July 1860. or at
any other time executed and delivered to plaintiff,
a deed of trust on all the several tracts or lots
of land, which he and said Clark had purchased,
to secure to plaintiff said sum of five hundred
dollars and accruing interest thereon, or any

other amount, as stated in plaintiff's petition, that the Note which said deed of trust was given to secure, as plaintiff states, remained unpaid and past due on the 15th of January 1862, or at any other time, and that then on that day or at any other time plaintiff caused said land to be sold under said deed of trust in accordance with the terms and provisions thereof, and that at such sale the plaintiff became the purchaser at the sum of five hundred dollars or any other amount, and received a deed for said several lots of land from the trustee in said deed bearing date January 15th 1862, or any other day; ^{as stated in plaintiff's petition} and therefore defendant requires proof of all this.

Defendant denies, that by said deed the plaintiff acquired all the right, title and interest and claim acquired by said Hermann Barrier in and to said lands, as stated in plaintiff's petition; that he plaintiff became entitled to pay the purchase money therefor, as stated in said petition and to receive a patent for said several tracts or lots of land from the State, and that he intended to do so.

Defendant denies, that plaintiff was in the Army and absent from said vicinity of Jefferson from the time of the purchase of said lands under said deed of trust for several years, denies that he was absent without interruption, denies that he consequently was unable to look after his interests in said lands, and denies that in consequence of such absence from home and

inability, to look after his interests in said lands. plaintiff constituted defendant his agent to look after and protect his interests therein and that she promised him to do so, as stated in plaintiff's petition; defendant denies, that during the absence of plaintiff, on the 7th day of April 1862, or at any other time, after plaintiff had received his deed for said lands from said trustee, as plaintiff states, but a knowledge of which and of plaintiff's interests in said lands defendant denies, defendant fraudulently and with the intent to defeat plaintiff's title to said land, and to procure the same in her own name in fraud of plaintiff's rights therein, and in flagrant violation of her promise and undertaking theretofore given plaintiff, to look after and protect his interests in said lands, during his absence from home and with the intent to rob the plaintiff of said lands and appropriate them to her own use, procured said Hermann Doerrier to make a deed to her for said lands bearing date April 7th 1862, as plaintiff states, and that such deed was without any consideration whatever.

Defendant denies, that during the fall of the year 1862, or at any other time, whilst plaintiff was in the army and defendant in Jefferson County, Missouri, he plaintiff sent to defendant at home in said Jefferson County a large amount of money, more than sufficient, or even sufficient ^{for any amount} to pay both the Notes given by said Hermann Doerrier for the purchase money of said lands, with all the interest and expense, attending the settlement of said debt and

of procuring and recording patents for said lands, with explicit instructions to defendant, to pay to said County for the use of the said school township the full amount of the debt, principal and interest, being the two notes of said Hermann Doerner, due on account of the purchase money thereof and to cause patents for the same to be issued by the State, vesting the title in plaintiff, as plaintiff states, Defendant denies, that she received said money and with it paid the said Notes and interest ~~but~~ and that she in violation of plaintiff's instructions to her to cause the patents to be issued to him and in violation of her promise to faithfully transact the business in regard to said lands for him, she caused and procured a certificate to be issued by the clerk of the County Court to the Secretary of State that she had paid the purchase money of said lands as assignee of said clerk and Hermann Doerner and thereby procured patents to be issued by the Governor vesting the title of said lands in her.

✓ + Defendant denies, that the money, with which she paid said Notes, was wholly the money of plaintiff, that she did not furnish any part of it or any money whatever for any purpose relating to said land, that plaintiff furnished defendant with said money to use for himself having faith in her honesty and believing that she would use it in accordance with his instructions, denies, that she fraudulently procured the patents to be issued in her own name with intent to con-

vest said lands to her own use and to fraudulently deprive plaintiff of the ownership thereof, denies, that plaintiff is equitably entitled to the legal title of said land; denies, that plaintiff did not discover, that defendant had received a deed from Hermann Daerrier and caused a patent to be issued to her in her own name, till after his return home to said Jefferson County several years thereafter, that is to say till the year 1865.

Defendant ~~also~~ avers, that said deed from Hermann Daerrier to her conveys title to her and denies, that the same operates as a cloud upon the legal and proper title to said lands.

Further defence

Defendant for further defence states, that in the year 1862, about the time, when she received a deed from Hermann Daerrier for the land, described in plaintiff's petition, and the several patents from the State of Missouri for the several lots or tracts of land, described in plaintiff's petition, the plaintiff was serving in the Army of the United States, as a soldier, that he was aware of the uncertainty of his life as a soldier, said Army and that part of the same, to which plaintiff belonged, being engaged at that time in war and in active service; that plaintiff frequently spoke of this, and declared his wish and desire, that because of such uncertainty of his, plaintiff's life, the defendant should purchase the land, described in plaintiff's petition, and cause the deed from said Hermann Daerrier as well as the

patents from the State of Missouri, for said several tracts and lots of land to be made and executed to her, defendant, and in defendant's name, so that in case of an unexpected death of plaintiff as a soldier in said war the defendant might be provided for and have no trouble or difficulty with regard to said land, ^{and might have the right to dispose thereof as she pleased} and ~~plaintiff~~ ^{defendant} avers, that it was in consequence of such wish and desire, and at the instance and request of plaintiff, that she caused the deed from said Hermann Daerrier and the patents from the State of Missouri to be made and executed to her and in her name.

Defendant further avers, that, though many years have elapsed, since said deed and patents were executed to her and in her name, the plaintiff never objected to it, or complained about it, till the time of the commencement of this suit, when a difficulty arose between plaintiff and defendant; and ~~and~~ in consequence thereof plaintiff seeks to recover title to said land,

Defendant for further defence, states and pleads states, that the cause of action, stated in plaintiff's petition, did not accrue within ten years before the commencement of this action.

Defendant therefore prays the Court to refuse the prayer of plaintiff, and judgment for costs of suit.

Bertha Doerger
by Henry F. Ahrens
her Attorney.

In the Circuit Court
of Jefferson Co., Mo.
January Term 1874

Charles Daerge,
Plaintiff,
against
Bertha Daerge
Defendant.

Answer of Defen-
dant.

Filed Dec 10 1873
W. S. Boyce Clerk

County of Jefferson,

The State of Missouri.

To, A. Geary

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

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

Bertha Maerger is

Plaintiff, and Charles Maerger is

Defendant, on the part of Plaintiff and herein you are in no wise to fail.

WITNESS, W. S. BOYCE, Clerk of our said Court, with
the seal thereof hereto affixed, at office, this 20 day
of January, A. D. 1874.

W. S. Boyce Clerk.

I Encutell the within as yerges
by Reading to him on the 20 day of Jan

1894

J B, Prof, Shiff

Levier
Hannier

Shiff in 50

Charles Darrier } In the Circuit Court
vs } of Jefferson County
Bertha Darrier } Missouri

Now at this day comes
the Plaintiff and for Reply to the
Defendants answer says she is not
true as is alleged in said answer
that about the year 1862 and about
the time Plaintiff received the deed
from Herman Doerrier (or Darrier)
also ~~also~~ the Patents for the
several Lots or Tracts of Land
from the State of Missouri that
he frequently spoke of the uncertainty
of his life as a soldier in the army
and denies that he either then or
at any other time declared any
wish or desire in consequence
of such uncertainty or for any other
cause or that he ever at any time
declared any wish or desire at all
that Defendants should purchase
the Land described in Plaintiffs
petition in her own name or
Cause a Deed from Herman
Doerrier or the Patents from the
State of Missouri for said several
Tracts of Land to be made and
executed to her, Defendants, and in
Defendants name, Plaintiff utterly

denies said allegation and denies that he ever proposed or agreed or desired or intended to have the title of said Land placed in Plaintiff by any Deed from Harmon Doerrier or any patents or patent from the State of Missouri or in any manner or means so that in case of an unexpected death of Plaintiff as a soldier in said war the Defendants might be provided for or have no trouble or difficulty with regard to said Land or that she might dispose of it as she pleased, and Plaintiff denies the allegation in the answer that it was in consequence of any such wish or desire or that it was at the instance or request of Plaintiff that she (Defendants) caused the Deed from Herman Doerrier and the patents from the State of Missouri to be made and executed to her and in her name.

Plaintiff says it is not true as stated in the answer that he never complained or objected to the title of said Land being in the name of Defendants till this suit.

was commenced and denies that
he then brought suit on account of
any difficulty between him and
defendants to recover said land
or that he brought it for any other
reason ~~than~~ than that he might
procure the title to be vested in
himself as in equity and good
conscience it ought to be, and
further replying to said answer
in so far as it is stated therein
that the cause of action did
not accrue within ten years
before the commencement of
said plaintiff says he did not
discover or come to the knowledge
of the fraudulent acts of defendants
in causing the deed from said
Harmon Doerrier as well as
the patents issued by the Governor
to be made in her name or
that the same had been made to
her till the year 1865 and less
than ten years before this suit
was commenced that the same
was concealed by plaintiff from
him he being at the time said
transactions were had absent from
the State of Missouri engaged
in active service in the Army of

the united States and did not return to Missouri till he was discharged from said army in the Spring of 1865 when he learned for the first time that said Deed and said patents had been made to defendant instead of himself he having all the time up to that date supposed and believed that the Title of said Land had been fully vested in himself according to the promises of Defendant and his instructions to her to have the Land conveyed to him as stated in his original petition - Plaintiff also avers that no adverse possession of said Land has ever been had by Defendant who in addition to being his wife & for that reason not being capable of holding the same adversely to him in Law has had no possession thereof and never pretended to claim the same as her own or deny the plaintiffs right thereto till shortly before this suit was commenced

Wherefore Plaintiff prays Judgment
as in his original Petition ~~~~

J. & L. Gottschalk
With Williams
Attys, for Plaintiff

Chas Garner
(m)
Bertha Garner

Replication
to Defendants
Answer

Filed Jan'y 16 1874
Wm Boyce & Co

Chas Dörge
(m)

NOTICE TO TAKE DEPOSITIONS.

Charles Dargatzis

Plaintiff

AGAINST

Bertha Dargatzis

Defendant

In the *Sevent*

...Court for

the County of *Jefferson*

State of Missouri.

TO THE ABOVE NAMED

Joseph J. Williams, Attorney of Record for Plaintiff in the above cause,

—You are hereby notified, that depositions of witnesses to be

read in evidence in the above entitled cause, on the part of the *defendants* will be taken at the

Office of Dexter Tiffany, Esq., a Notary Public, in and for the County of St. Louis, in the State of Missouri, at his office, numbered 507, Chestnut Street, in the City of St. Louis,

in the County of *St. Louis*, and State of Missouri, on the *third* day of *January*

—, A. D. 18*74* between the hours of eight o'clock in the forenoon and six o'clock in the after-

noon 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 issue of writs, and all exceptions as to time, waived.

20th day of Dec. 18⁷³

J. J. Williams with

J. & L. Gottschalk
Attorneys for Plaintiff

Henry F. Ahlberg,

Atty for defendant.

Depositions of witnesses produced
sworn and examined on the third
day of January A.D. 1874 between
the hours of eight o'clock in the
forenoon and six o'clock in the
afternoon of that day at the office
of Dexter Tiffany the undersigned a Notary
Public within and for the County of
St. Louis in the State of Missouri, which
office is at Number 507 Chestnut Street
in the City of St. Louis, before me the
aforesaid Dexter Tiffany, Notary Public
as aforesaid, in a certain cause now
pending in the Circuit Court of
Jefferson County in the State of Missouri
in which Charles Dorge is plaintiff and
Bertha Dorge is defendant on the part of
the defendant.

Louis Dietz a witness of lawful age
being produced sworn and examined
on the part of the defendant before
and says My name is Louis Dietz
I am forty one years of age I live in
the City of St. Louis and have lived
there for the last twenty five years
I am Secretary of the Franklin Insurance
Company I have known Charles Dorge
the plaintiff in this suit and the
husband of the defendant. I have known

him intimately since 1859 - I was
acquainted with his ^{hand} writing while
he was ~~in~~ the army in the years 1861
& 1862 (I used to see some of his letters
I ~~saw~~ and read a letter of his at that
time relative to some ~~land~~ in Jefferson
County near Hillsboro, Missouri, the
land at that time ~~was~~ mentioned as
land owned by his brother, I don't know ^{I know it to be the same land now the subject of this suit}
where the letter is I have no control over
it. In that letter which was written to
his wife the defendant in the suit, ~~he~~
instructed his wife to make arrangements
on the day of the sale of said land by
the Sheriff of Jefferson County to acquire
the title thereto in her own name by
paying the sum of ^{two to} ~~some~~ five or six
hundred ^{dollars}, ~~I don't recollect the amount~~ He sent her some money
in the letter for this purpose and said
that being in the army he did not
know what might happen to him and
he wanted the title to be in her name
directly. This was in the early part
of May or June 1862 or about that
time. I was then at the office
of the Franklin Insurance ^{Company} when Mrs
Dodge came with the letter to get
me to go to Hillsboro with her

to attend to the matter for her in
accordance with the instructions of
the letter, I went there, ^{to Hillsboro} with her
and arranged matters in accordance
with the instructions of the letter.
The ~~title~~ ^{or claim of some kind} DeTrust, was released, we paid
the Sheriff a certain amount of money
and the land was not sold at public
sale on that day. I arranged with
the Sheriff that the property should be
transferred to Mrs Droege in her name
and left her there to have the papers
drawn up and the arrangement completed.
This was some twelve years ago and I
do not clearly recollect the amount
of money nor the nature of the
claim to be satisfied.

Louis Duastrow

Sworn to and subscribed before me
this third day of January in
the year of our Lord Eighteen hundred
and twenty four on the day at
the place and between the hours in
that behalf first aforesaid

Dexter Tiffany
Notary Public
St Louis Mo

I Dexter Tiffany a Notary Public within
and for the County of St Louis State of
Missouri duly commissioned qualified
and acting as such, do certify that
in pursuance of the annexed notice
came before me at my office No 507
Chestnut Street in the City of St Louis
County and State aforesaid Louis
Duestrow who was by me sworn to
testify the whole truth of his know-
ledge touching the matter in
controversy aforesaid that he was exami-
-ed and his examination was reduced to
writing in my presence and then by
him subscribed on the day at the
place and within the hours in that
behalf in said notice mentioned.
And his said deposition is herewith
returned In witness whereof I have
herunto set my hand and official seal
at office the day and year first
aforesaid

Dexter Tiffany
Notary Public
St Louis Mo

In the Circuit
Court of Jefferson Co.

Charles George
Plff
vs

Bertha George

Def

filed Aug 14 1874

W. J. Joyce Clerk

Deputation for

Defendant

fee \$3.00

paid by defendant

Dr. J. W. Tiffany
N. C.

NOTICE TO TAKE DEPOSITIONS.

Charles Doerge

Plaintiff

AGAINST

Bertha Doerge

Defendant

In the

Circuit

...Court for

Jefferson

the County of

State of Missouri.

TO THE ABOVE NAMED *Bertha Doerge or H. F. Thvera*
her Attorney of Record.

You are hereby notified, that depositions of witnesses to be

and in evidence in the above entitled cause, on the part of the Plaintiff will be taken at the

Law office of *J. & L. Gottschalk & Co.*
418 1/2 Market Street - City of St. Louis

in the County of *St. Louis*, and State of Missouri, on the *16th* day of

January, A. D. 18*74*, between the hours of eight o'clock in the forenoon and six o'clock in the after-

noon 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 return received.

January 12th

18

Mary F. Thvera,

*Attorney for Defendant
of Record.*

Jos. A. Williams with

J. & L. Gottschalk & Co.

Attys. for Plaintiff

Depositions of Witnesses, produced, sworn
and examined, at the office of F & L
Gottschalk in the city of St Louis, county of St Louis
state of Missouri, before me, the undersigned, a
~~notary public~~, Edward L. Gottschalk, a notary
public, in a certain cause now pending in the
Circuit Court for the County of Jefferson, state
of Missouri between Charles Doerge plaintiff
and Bertha Doerge defendant, on the
part of the plaintiff.

Both parties appearing by attorneys.

John Shiffman of lawful age,
being sworn and examined on the
part of the plaintiff deposes and
saith

My name is —

John Shiffman, my age is sixty-two years
my business is merchant Taylor and live
5th & Elm in the city of St Louis, I know
Charles Doerge and Bertha Doerge, I know
Bertha Doerge about 15 years, & since she
is married, I know Charles Doerge about
18 years, they lived on market street here in
St Louis, & were married in St Louis

Neither of them had much money, he carried on the paperhanging business and made a little at that, he had a couple of hundred dollars when he married which he made in his business. They remained in St Louis until 1861 when he enlisted (in the war). He sent some money from the war to his wife, I went with the wife to the German Savings Institution ~~Bank~~ to have it changed for gold I believe it was one thousand dollars, it was, in latter part of 1862 if I am not mistaken. She told me he sent money several times to her; I cannot tell for certain what she did with the money, she had no other means besides what her husband sent her, she went to Jefferson County in 1864 or 1865. I never had a talk with her about the land she possesses. He came back from the war in 1865, ~~and then went to~~ Jefferson County. Where was his wife when he came back from the war?

Ans. In Jefferson County. —

She was doing nothing whatever while he was in the war, ^{until she went to the farm} she lived with her sister in Carondelet in St Louis, she never earned any money to my knowledge she came to my house several times, I mean she carried on no business

Cross-Examined by attorney ^{for defendant} ~~for plaintiff~~
He ~~had~~ had a couple of hundred dollars
^{when he was married} and I know it because I saw it, he
had it in his pocket-book, and he had
about 175 dollars in his hands when he
paid me, a few week before his marriage
he paid me 35 dollars. He sent the money
from the war in a package like an
envelope, by express I believe, there was a
letter in it, I read several letter, I do not
recollect reading the letter coming with
the 1000 dollars, I cannot say I did ~~not~~
read the letter, Mrs. B. Doerge never told
me what she was to do with the money
Mr B. Doerge was first Lieutenant
in the beginning ^{of the war}, and afterwards Captain
He At the time the 1000 dollars were
sent I do not know whether or no
he was Captain or Lieutenant, nor do
I know the pay of either. All I know
about the 1000 dollars being from him
is what she told me, I do not know
whether or no he sent her any instructions
what to do with the money. I was not
present when the land in controversy
was purchased.

Edw. L. Goltzschall

Subscribed and sworn to before me this 16th day of January 1874

Ed. L. Goltzschall
notary public

Louis Duestrow of lawful age, being sworn
and examined ^{on the part of Plaintiff}, deposeth and saith.

My name is Louis Duestrow, my age is 41
and residence 1033 Stoddard Ave in the
city of St Louis Mo. Mr Charles Doerge
was in the army in 1862 (about June
at that time his wife Mrs Bertha
Doerge received a letter from her husband
requesting me to go with his wife to
Hillsboro Jefferson County and arrange
some claim against the land of his
brother in which he, Charles Doerge,
had a deed of trust I suppose, I do
not recollect the contents of said letter
specially and cannot swear positive
that an order was contained therein
that said property or the title thereof
should be made in her name, it is an
impression however, that such was the
tenor of said letter. Ever since that
time I had no occasion to converse
with either of them about this transaction
to refresh my memory as it occurred
about 12 years ago. I have given my
depositions in this case before. I am
pretty sure she told me she had about 500
of 600 dollars ~~to satisfy the said claims~~
which had been sent her by her husband

Cross Examined by attorney for defendant
~~I read the letter~~

At the time of the purchase of this land
Mrs Doerge came to me with the money
spoken of, as having come from her
husband, (and with a letter from him
which at the time I read, it had I
believe two sheets, in accordance with
the letter instructions in the letter I went
with Mrs Doerge to Hillsboro, and
made an arrangement with the Sheriff
or Magistrate there by which the title
to this property was to be conveyed to
Mrs Doerge in her own right, I suppose
we had the letter with us, (I had read
it the day before and was acting
in accordance with the instructions
of the letter, I am certain I did nothing
contrary to the instruction of the letter -
and (but was acting under it.) I left
the same day, after having made the
arrangement with the magistrate, this
was the sole business I had at Hillsboro
I did not see the documents after they
were made out, Louis Ducrow

Subscribed and sworn to before me this 16th
day of January 1874 Ed. L. Gottschalk
Notary Public

C. Theodor Whlmann of lawful age, being sworn and examined on the part of the plaintiff deposeth and saith.

My name is C. Theodor Whlmann my age is 46. my business investigator of titles & know Mr Doerge since 1849, I know Mrs Doerge since the winter of 1855 to 1856 she then being Miss Straube. I know that Mr Doerge arrived in St Louis in about 1855. and came over with some money. he loaned to me at about the new year 1856 about 200 dollars. I paid him back to him about 9 months thereafter, after he was married, I was living in the same building on Market Street between 3rd & 4th in which his wife was living with her other two sisters. And Doerge became acquainted with her in the same house Mr Doerge went to the war as Lieutenant in 1861. after he went I do not know where she lived. At the time she married Mr Doerge, she was working for living with her sisters and had to contribute to the support of her father. ^{as she stated to me.} I know never had any conversation with either party as to the farm in Jefferson County.

Cross Examined by Attorney for defendant.
It was his money he loaned me for

we went to the bank he drew his check
and the cashier paid me. He was
living in the same house with me and
in the same room for a short time, he
received, at times, money from Europe, this
was money he received in the same way, from
his mother ~~I presume~~, I cannot say, ~~if~~
he received ~~it~~ the money as his own.
I cannot say whether ~~it was~~ his mother's sent
money or not, and Doerge received it
as his own. Doerge worked for his
living as paperhanger. I do not know
how much money he made (at paperhanging
nor do I know what Mrs Doerge made
at sewing). I am able to state that the money
was ^{not} sent from Europe, for investment, this
knowledge I have from letters she showed
me at the time in which the drafts and
valuable papers were enclosed.

C. Th. Whlmann

Subscribed & sworn before me this 6th day of January 1874

State of Missouri,

Ed. L. Gottschalk
Notary Public

County of St. Louis

J. Edward L.

Gottschalk, a notary public within
and for the county of St. Louis, state of
Missouri, do hereby certify that.

John Shiffman, Louis Duestrow

C. Theodor Whlmann the deponents, who
all reside in the City of St. Louis, state and
county aforesaid, were each severally 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 by me, and subscribed
by them in my presence on this 16th day of
January A.D. 1874 between the hours of
eight o'clock in the forenoon and six o'clock
in the afternoon at the office of F. L.
Gottschalk in the City of St. Louis, County
of St. Louis State of Missouri.

Witness my hand and
notarial seal, this 16th day of
January 1874.

F. L. Gottschalk
Notary Public
St. Louis Co. Mo.

Fees. Notary.	4.10.
Postage	15
due	\$ 4.25

Danger
vs
Dorsey

Filed Jan 19 1874
W. H. Boyce Co

2nd Because the Court
erred in finding the issues
for and rendering judgment
for defendant when
upon the evidence,
✓ Pleadings & Law & Equities
of the Case the finding
and verdict of the Court
✓ ought to have been for
the Plaintiff

3rd Because the finding and
judgment of the Court
ought to have been for
the Plaintiff instead of
the Defendant

4th Because the judgment
& finding of the Court
was against the Law
& Equities of the Case as
made by the pleadings and
evidence in the Case

5th Because the judgment and
finding of the Court under
the evidence and pleadings

ought to have been for
the Plaintiff and because
under the evidence the finding
and judgment ought to ~~have~~
have been for Plaintiff

 J. W. Williams,
Attorney for Plaintiff

Charles Darrier

Bertha Darrier

motion for
new trial

Filed Jan'y 28 1874
W. L. Boyce
Clerk

Charles Darrier, Plaintiff } In the Circuit
vs } Court of
Bertha Darrier, Defendant } Jefferson
Co. Mo.
We Charles Darrier as principal
and

as securities
acknowledge ourselves to owe
and stand indebted unto Bertha
Darrier in the sum of one Hundred
Dollars to be void upon ~~upon~~
the Conditions underwritten
Whereas the said Charles Darrier
as Plaintiff has taken an appeal
from the judgment of the Circuit
Court of Jefferson County

Missouri rendered at the
January Term thereof for the
Year 1874 wherein said
Charles Darrier is Plaintiff and
said Bertha Darrier Defendant
to the Supreme Court of Missouri

Now if said Charles
Darrier shall prosecute his
said appeal with due diligence
to a decision in the Supreme
Court, and shall perform such
judgment as shall be given by
the Supreme Court, or such
as the Supreme Court may

Direct The Circuit Court to give
and if the judgment of the Circuit
Court or any part thereof be
affirmed and he shall comply
with and perform the same so
far as affirmed and shall
pay all damages and costs
which may be awarded
against the appellants in
the Supreme Court then
this Bond shall be void
otherwise it shall remain
in force,

Given under our hands
and seals

Charles D. George
E. Amory

seal
seal
seal
seal
seal

Charles Darrier

vs
Bertha Darrier

Bond for
Appeal

Post office
Sulphur Springs
Moore

Approved and filed
February 2 1874

W. S. Boyce clk.
By C. H. Minnicks

Charles Carrier
vs
Bertha Carrier

In the
~~Supreme~~
~~Court~~
Circuit Court
of Jefferson
County Missouri

This Affiant the Plaintiff, on oath says that the application for an appeal by Charles Barrie Plaintiff and appellant is not made for vexation or delay but because this Affiant believes ^{that} ~~the~~ ^{the} appellant is ~~aggrieved~~ ^{aggrieved} by the judgment and decision of the Court

Sworn to and
Subscribed
Before me
H. B. Mary 2nd 1874

Charles Deering

W. S. Bayes Clerk Dir. St.
Bay C. No. Marine Dept.

Chas. Darrier
(vs)
Bertha Darrier

Affidavit for
appeal

Filed Feb 2nd 1884
W. L. Dayce clk

Charles Darrier } In the Circuit Court,
vs } of Jefferson County
Bertha Darrier } Missouri

Be it remembered that on the trial of the above entitled cause had at the January Term 1874 of the Circuit Court of said County of Jefferson the Plaintiff to sustain the issue on his part introduced the following evidence, Firstly, he was sworn as a witness in his own behalf and stated that when he & the defendant were married she had no property or money and that he enlisted in the army in May 1861 and shortly after was commissioned as a Lieutenant and continued in the army till the close of the civil war in 1865, he stated that he sent the defendant money to pay the amount due on the Land to the School funds that is the notes of Herman Darrier which were held by Jefferson County for the use of ~~the~~ School Township No. six for the purchase money of the Land amounting in all principal, interest & incidental expenses according to a statement sent him from the County Clerk to fourteen Hundred and fifty dollars,

that he sent this money to the defendant from the South while he was absent from home in the army, for

the purpose, that she maintain the family out of it and pay for ~~that~~ the taxes and that he does not know how much money was engaged of such money to purchase the property at the time

he sent the money to the defendant with which to pay for said Land he wrote to her to have the title made in his name he said he wrote her more than once to that effect, this evidence with regard to plaintiff having written defendant to have the title of the Land made in his name was objected to, ^{by the defendant} on the ground that being a communication from the husband to his wife was incompetent. The objection was sustained by the court and said evidence was excluded by the court to which action of the court in excluding said evidence plaintiff at the time accepted, plaintiff also then offered in

evidence a letter written in the German language with a translation of the same into the English language, signed by himself, dated Camp Hoffman ~~Ark~~ Arkansas April 5th 1862, addressed to the defendant having first stated that he wrote that letter to her ~~at~~ at Camp Hoffman Arkansas & sent it to her by mail to Jefferson County Missouri on the day it bears date and that on his coming home in 1865 he found it among the papers relating to the Land, in the defendants possession, to the introduction of said letter in evidence defendant objected on the ground that it being a communication from the plaintiff if genuine to his wife was incompetent which objection was by the court sustained and to ~~the~~ said letter was excluded and not allowed to be read in evidence to which action of the court plaintiff at the time accepted. Plaintiff also stated that he never at any time directed or authorized the defendant to have the title of the said Land put in her name. — Plaintiff also offered and read in evidence ~~two~~ the depositions of John Shiffman and C. Theodore Uhlmann which said depositions are in words and figures as follows, viz, (Clerk Here copy depositions of John Shiffman & C. Theodore Uhlmann) The plaintiff also in his testimony stated that he had no knowledge that the defendant had procured the title of the Land to be taken or made in her name till after he came home from the Army after the close of the war in 1865 but thought and believed up to that time that when the purchase money was paid the patents and title papers were made in his name. Plaintiff also said that upon ascertaining how the title stood after he returned home in 1865 he was dissatisfied about it and consulted a Lawyer in St Louis about suing for title but that he had asked him so large a fee that he deferred the matter till this suit was brought.

Plaintiff also offered and read in evidence a Deed of Trust given by Herman Darrier to Plaintiff dated July 28th 1860 upon the Land in suit to secure to Plaintiff a note of five Hundred Dollars due one year after date being 10 per cent interest from date to date, also Plaintiff read in evidence a Deed from J. B. Dover Sheriff to Plaintiff for the same Land being that in suit purporting to be made upon a sale in said Deed of Trust together with a copy of Notice of said sale and a Letter from Plaintiff to said Sheriff attached to said Deed which Deed, Notice and Letter are as follows, to wit, (Clerk Here copy Deed from J. B. Dover Sheriff to Charles Darrier & Notice & Letter attached to same) Plaintiff then read in evidence a Deed from Herman Darrier to Bertha Darrier as follows, to wit, (Clerk copy Deed dated April 7th 1862) also Plaintiff then read in evidence

six several patents from the Governor to Bertha Darrier for the Land described in the petition with the Certificate of Record and filing for Record indorsed on each of them by the Recorder which patents and Certificates are as follows (Clerk Here copy patents the patents & filings & Certificates of Record) Plaintiff

then offered to read in evidence Tax receipts of said Land for the years 1870, 1869-1867-1866-1868-1863-1871 & 1872 which severally show the Taxes for said years paid by Plaintiff which receipts were excluded by the Court to which action of the Court in excluding said receipts & not allowing them to be read in evidence the Plaintiff at the time excepted, - Plaintiff being recalled stated that ~~he has paid all the taxes~~ he has resided on said Land since his return from the Army in 1865 with the defendant as his wife living on it as a home,

Plaintiff here closed his evidence and the defendant to sustain the issues on her part offered the following being sworn she said before the purchase money of the Land was paid to the County for the school funds she received a Letter from the Plaintiff which she took to St. Louis and showed to ~~Mr~~ Mrs Louis Duessrow who came to Hillsboro Jefferson County with her to arrange the business about the Land, that this Letter was about the paying for the Land and the only one she received from the Plaintiff upon that subject that said Letter has been lost or destroyed. She also stated that when the Plaintiff went into the army he had three Hundred dollars in Bank in St. Louis which he & she had worked for, also five shares of stock in the Franklin insurance Company that the three Hundred dollars was drawn from the Bank & the five shares of stock sold

after they were married

that she was married to the defendant and that she had no other children

all which were in plaintiff's name were sold and that with said Three Hundred dollars & the money realized from the sale of Five Shares of Franklin Insurance Company stock together with money sent her by plaintiff from the army she paid for the Land. She said she had no money or property when she married plaintiff. She said that she was living in St. Louis in the fall of 1862 & winter & spring of 1863, that the plaintiff was at home in St. Louis from October 1862 till the first of March 1863 having been detailed by the military authorities as a recruiting officer, that about the first of March 1863 he returned to his ~~command~~ regiment in the Southern States, that plaintiff returned to her again in the fall of 1863, when he stayed a couple of weeks with her, that she informed him that she had taken the title to the land in her name, and that plaintiff said, it was all right.

she further stated that when the patents for the Land were issued by the Governor they were sent to the Clerk of the Court at Hillsboro, that he after recording them brought them to her in St. Louis where she was still living at that time in the winter of 1863, that she had never seen them till the clerk brought them with him to St. Louis as before stated, they then being recorded.

Defendant also read in evidence Deposition of Louis Duestrow as follows to wit (Clerk Here copy the Deposition taken of Duestrow by Defendant) to the reading of that part of which Deposition as related to a letter shown witness by Defendant from plaintiff plaintiff objected upon the ground that the letter not being produced or its loss or destruction accounted for by the witness & also upon the ground that it was not sufficiently proven to have been written by plaintiff and also upon the ground that it written by him it was a communication from the husband to the wife & as such inadmissible, but the Court overruled all said objections and allowed the same to be read to which action of the Court the plaintiff at the time excepted,

Defendant also testified, that, whilst her husband ~~was~~ the plaintiff was away in the Army, she worked and earned some money herself.

Defendants,
The Plaintiff here closed her evidence and the
Plaintiff in rebuttal read in evidence three
several receipts from the Treasurer of Jefferson
County Missouri for portions of the purchase
money of said Land, one for nine Hundred
and fifteen & $\frac{75}{100}$ Dollars dated November 6th
1862 one for five Hundred and fifty Dollars
dated July 7th 1862 and one for Eight & $\frac{42}{100}$
Dollars ~~the~~ dated November 17th 1862 all which
receipts are as follows, to wit, (Clerk Here
copy said three receipts) the foregoing was
all the evidence in the case and thereupon
the Court found the issues for the ~~defendant~~
defendants and rendered judgment for
her and against the Plaintiff, after the
Court had found for Defendant & against
Plaintiff and upon the same day the
Plaintiff filed his motion to set aside
the finding and decision of the Court
and to grant Plaintiff a new trial which
motion is in words following, to wit (Clerk
here copy motion for a new trial)
which motion being seen and understood by
the Court was by the Court overruled to which
action of the Court in overruling said motion
for a new trial the Plaintiff at the time
excepted. The Court rendered judgment for
Defendant to which the Plaintiff also at the
time excepted, and thereupon Court being
about to adjourn for the Term leave was
given Plaintiff both parties consenting to file
a Bill of Exceptions, affidavit for appeal and
~~appeal~~ appeal Bond thirty days after the
~~an~~ adjournment of the Court which
adjournment was on the 29th of January
1874 which leave as granted is shown by
the order of Court therefor as follows to wit
(Clerk Here copy same) and now here on this
20th 47th day of February, 1874 within the time
prescribed by said order the Plaintiff tenders
this his Bill of Exceptions and prays that the same
may be signed sealed and made a part of
the record which is accordingly done

Louis F. Dunning, Judge *at*
26th Feb mo

Please sign & return at once

Charles Darrier

(vs)

Bertha Darrier

In the Circuit Court
Jefferson County
Missouri

Bill of Exceptions

Bill Corns

for plaintiff

vs

for defendant

Filed Feb 23 1874

W. S. Boyce Clerk

By C. H. Moore Sepy

Charles Darrier, Plaintiff } In the Circuit Court
vs. } of Jefferson County,
Berthe Darrier, Defendant. } State of Missouri,
September Term, 1874,

It is hereby stipulated and agreed between the parties plaintiff and defendant, that the letter offered in evidence at the trial of this ~~cause~~ by the plaintiff and referred to in the bill of exceptions as having been written by him the plaintiff at Camp Hoffman, Arkansas, April 5th 1862, after ^{being} offered, was placed with and remained with the papers and pleadings in the cause in the clerk's office of the court and is now there.

Williams & Kueffner
for Plaintiff

Henry F. Adams,
Atty. for defendant,

Charles Davies
vs,

Bertha Davies,

Stipulation.

Filed Sept. 19th 1874
W.D. Boyce
C.D.

Charles Darrier, Plaintiff } In the Circuit Court
v. } of Jefferson County,
Bertha Darrier, Defendant. } State of Missouri,
September Term, 1874.

Now comes the plaintiff by his attorney and moves the court to amend the bill of exceptions heretofore filed in this cause by inserting therein after these words where they first occur in said bill of exceptions:

"Plaintiff also then offered in evidence a letter written in the German language with a translation of the same into the English language", the following:

"of which the following is a copy: (here insert a copy of said letter and the translation thereof, as the same appears on file among the records of this court.); or that the court permit an amended bill of exceptions to be filed containing the proposed amendment.

William H. Stuffer
for Plaintiff

I hereby acknowledge to have received due notice of the within motion and consent that the above motion may be taken up and determined by the court whenever

Charles Barrer

v.

Merthe Barrer,

—

Motion to amend bill
of exceptions.

Filed Sept. 19th 1874

W. S. Boyce

clerk

the court may be ready to do so.

This 19th day of September AD. 1874.

Henry F. Ahlness,

Atty of Record for dep't.

Charles Darrier, Plaintiff, { Jefferson Circuit Court,
vs, { September Term,
Bertha Darrier, Defendant. } 1874,

Be it remembered that at the September Term, 1874, ^{on the first Saturday of the term, September 19th} the following proceedings were had in the above cause. The plaintiff filed the following motion:

Charles Darrier, Plaintiff { In the Circuit Court
vs, { of Jefferson County,
Bertha Darrier, Defendant. } State of Missouri,
September Term, 1874.

Now comes the plaintiff by his attorney and moves the court to amend the bill of exceptions heretofore filed in this cause by inserting therein after these words where they first occur in said bill of exceptions:

"Plaintiff also offered in evidence a letter written in the German language with a translation of the same into the English language," the following:

"of which the following is a copy:
Camp Hoffman, Ark. Apr. 5. '62.
Dear wife,

Shortly after the battle I send you a letter, containing the report of the battle, but have not received a answer to said letter as yet, and

since we have been paid from the time
I send \$400. Doll. to Schiffman, for him to
hand the same over to you. You can
purchase the farm from Herman, and pay
all debts touching the farm, so that I
may get a good warranty deed to my
name. I have already informed Herman,
in case you can not pay all cash at once,
then I will pay the balance in two months.
But I believe that Keune has paid
and therefore you can settle the whole
in this matter. I believe that we will
here at the line of Arkansas stay
awhile, and believe that I may receive
more letters from you. If I am not
mistaken, then Herman has somewhere
from \$800 to \$900 Doll. of debts touching
the farm. and therefore the whole amount
would be from \$4, 1400 to 1500 Doll., for
which I can use her very good.

Should he afterwards pay me my
money back, then I am willing, to let
him have her back. Praying to attend
in this matter everything right and
Many respects to Lochr, Schiffman,
Brufzelbach, mother and all acquaintances.
Kiss in my name a thousand
times Lulu and accept respect

and kiss from yours ever loving

Ch. Overge,
Lieut. bandy. Co. F. 12th Regt.

or that the court permit an amended
bill of exceptions to be filed containing
the proposed amendment.

Williams & Kueffner

for Plaintiff.

marked filed September 14-1874
Upon ~~motion~~ which motion was endorsed the
following stipulation by Henry F. Ahlers,
attorney of the said defendant Bertha Darrier:
"I hereby acknowledge to have received due
notice of the within motion, and consent
that the above motion may be taken
up and determined by the court
whenever the court may be ready to
do so.

This 19th day of September A.D. 1874

Henry F. Ahlers,

Att. of Record for Sept.

In support of the above motion the plaintiff
filed the following stipulations, signed on be-
half of the respective parties by their attorneys:

Charles Darrier, Plaintiff, } In the Circuit Court
vs. } of Jefferson County,
Bertha Darrier, Defendant. } State of Missouri.

September Term, 1874

It is hereby stipulated and agreed between the parties plaintiff and defendant, that the letter offered in evidence at the trial of this cause by the plaintiff and referred to in the bill of exceptions as having been written by him the plaintiff at Camp Hoffman, Arkansas, April 5, 1862, after being offered, was placed with and retained with the papers and pleadings in the cause in the clerk's office of the court and is now there.

Williams & Kueffner

for plaintiffs.

Henry J. Ahlers,

Att. for defendant.

marked " filed September 19th 1874.
Thereupon, on the 19th day of September 1874,
on the first Saturday of the term ^{in open court} (the above
motion was called up and heard by the
court and argued on behalf of both parties,
both parties being present by their attorneys.
And the plaintiff, in support of his motion,
presented and read to the court to the pre-
going ~~the~~ stipulations; and also produced
out of the clerk's office of the court, from
among the papers and pleadings in
this cause, the letter referred to in the
foregoing stipulations and in the bill

of exceptions heretofore filed herein, being
the same letter offered in evidence by
the plaintiff at the trial of this cause but
rejected by the court, which letter is
in words and terms as follows, to wit:

Camp Hoffman, Ark. Apr. 5. 62.

Dear wife!

Shortly after the battle I send
you a letter, containing the report of the
battle; but have not received a answer
to said letter as yet, and since we have
been poor from the time, I send \$400, Doll.
to Schiffman, for him to hand the same
over to you. You can purchase the farm
from Herman, and pay all debts touching
the farm, so that I may get a good
warranty deed to my name. I have al-
ready informed Herman, in case you can
not pay all cash at once, then I will pay
the balance in two months. But I be-
lieve that Keune has paid and therefore
you can settle the whole in this matter.
I believe that we will here at the line of
Arkansas stay awhile, and believe, that I
may receive more letters from you. If I am
not mistaken, then Herman has somewhere
from \$800 to \$900 Doll. of debts touching the
farm. and therefore the whole amount

would be from 1400 to 1500 Doll. for which
I can use her very good.

Should he afterwards pay me my money
back, then I am willing, to let him have
her back. Praying to attend in this my
matter every thing right well. Many
respects to Loehr, Schiffmann, Brunsell, and
mother and all acquaintances. Kiss
in my name a thousand times Lulu
and accept respect and kiss from
yours ever loving

Lh. Overge.

Lieut. Colond. Co. F 72nd Inf.

Which being all the evidence offered on
the hearing of said motion, said motion
was thereupon by the court overruled, to
which ruling and order of the court the
plaintiff then and there excepted.

And ~~whereas~~ whereas the foregoing matters
do not appear of record in this cause,
plaintiff prays the court to allow
and sign this bill of exceptions, and
that the same may be signed and
sealed and made part of the record, which
is done, this day of September, A.D. 1874.

Louis F. Downing (L.F.)
Judge of the Jefferson Circuit Court.

Charles Tarrier

vs.

Bertha Tarrier.

Bill of Exceptions

Filed Sept. 24 1874

W S Boyce
Clerk

In The Supreme Court of Missouri
October Term 1845 -
Saturday December 12th 1845.
Charles Damier App't. } Appeal from
 v. } Jefferson Circuit
Bertha Damier Respondent. } Court.

Now again come the parties aforesaid by their respective attorneys and the Court being now sufficiently advised of and concerning the premises doth consider and adjudge that the judgment rendered herein by the said Jefferson Circuit Court be reversed annulled and for naught held and esteemed. That the said Appellant be restored to all things which he has lost by reason of the said judgment And this Court, now here proceeding to enter up such a decree as should have rendered by the said Jefferson Circuit Court, doth find, that the plaintiff heretofore sent to the defendant a large sum of money with directions to acquire therewith, in the name of the plaintiff, from the State of Missouri the title to the following described lands, viz: Lot numbered One (1), Two (2) Three (3) Six (6), Seven (7) and Eight (8) as surveyed and laid out, in section sixteen (16) in Township Fort two (42) North of Range Five (5) East. in Jefferson County Missouri

being School lands granted by the United States to the State of Missouri for the use of schools in said Township; that the defendant thereupon in violation of plaintiff's instructions with the money of the plaintiff obtained and acquired the legal title to said land in her own name instead of the name of the plaintiff by means of a deed from Herman Danner dated the 9th day of April 1862, ~~and~~ also by means of six several patents, all dated the sixth day of December A.D. 1862 executed on behalf of the State of Missouri by H.R. Gamble Governor and countersigned by M. Oliver, Secretary of State, and recorded in the Recorder's office of Jefferson County Missouri by means whereof a fraud was perpetrated upon the plaintiff. This Court doth therefore consider, adjudge and decree that the title to the lands aforesaid acquired in manner and form and by the means aforesaid be divested out of defendant and vested in the plaintiff. And it is further considered that as the plaintiff herein is the husband of the defendant, that the Court herein accused be taxed against said plaintiff and that execution issue for the recovery of the same. Opinion filed -

State of Missouri ss.
I, Josiah Thompson
Clerk of the Supreme Court held at
St. Louis of the State of Missouri certify the
above and foregoing to be a full true
and complete copy of the judgment
rendered in the above entitled cause as
fully as the same remains of record in
my office.

In Testimony Whereof I hereto
set my hand and affix the
seal of said Court at office
in the City of St. Louis this 27th
day of March A.D. 1846.
Thompson

Sup. Court of Mo.

Charles James

2^d Apr.

Bertha James

Ref.

Mandate

Judgment of Jefferson
Ct. Court reversed
& judgment entered in Sup. Ct.

Filed March 24, 1878-

C. H. Hume
Clerk

Camp Hoffman, Ark. Apr. 5. 62

Liebe Frau!

Obgleich noch der Koffer nicht ist, bin ich nunmehr in der Lage das Koffer auszustellen, habe aber auf
Folgendes bis jetzt noch keine Antwort erhalten
und der wie sich der Zeit ausbezahlt sind, so habe
ich 400. Doll. von Schiffman geschickt und dieselben
zu übergeben, Camp Hoffman die fernerstehenden
und alles Geld wird durch mich schnell bezahlt,
damit ich nunmehr einen kleinen Teil auf meinen
Namen bekommen kann, ich habe Herman bereits
davon bemerkt, falls ich mich auf
meinem Alles bezahlen könnte, so würde
ich den Rest in zwei Monaten bezahlen,
ich glaube aber, das der Herr bezahlt wird
und somit Camp in die Lage versetzt
auszufliegen, ich glaube dass wir hier, von
der Grenze von Arkansas nur zu weit
liegen bleiben werden, und glaube dass
ich hoffentlich noch einige von den Leuten
werde. Wenn ich nicht irre, so hat
Herman mindestens 500 bis 600. Doll. erhalten
und ich glaube ich könnte der ganze Betrag
auf 1400-1500 Doll. kommen, wofür ich
ganz gut arbeiten kann, sollte es gelingen
mich Geld zu verdienen können, so
bin ich bereit, ihn für mich zu arbeiten.

Es ist sehr gut in dieser Zeit Alles zu
guten. Viele Leute an Becker, Schiffmanns,
Kreuzbachs, Müller u. alle anderen,
habe ich nunmehr Namen gefunden, die
u. für sich selbst und die, von denen
Witz wichtig waren. H. W. W.
Liebe Frau 26. 3. 12. H. W. W.

Camp. Hoffman, Ark. Apr. 5. 62.

Dear Wife:

Shortly after the battle I send
you a letter, containing the report of the
battle, but have not received a answer to
said letter as yet, and since we have been
paid from the time, I send \$1000. Doll.
to Schiffman, for him to hand the same
over to you. you can purchase the farm
from Herman, and pay all debts, touching
the farm, so that I may get a good
warranty deed to my name. I have already
informed Herman, in case you can not
pay all cash at once, then I will pay the
balance in two months. But I believe
that Keene has paid and therefore you
can settle the whole in this matter.
I believe, that we will ^{be} here at the
line of Arkansas stay awhile, and
believe, that I may receive more letters
from you. If I am not mistaken, then
Herman has somewhere from \$800. to \$900
Doll. of debts. touching the farm and therefore
the whole amount would be from 1400 to
1500 Doll, for which I ^{can} sure be very good.
Should he afterwards pay me my money back
then I am willing, to let him have her back.
Praying, to attend in this matter everything
right well. Many Respects to Loeb, Schiffmann,
Brusselbach, Mother and all acquaintances.
Kiss in my name a thousand times Lulu
and except respect and kiss from your everloving
Ch. Doerge
Lieut. Col. 4 (C. P. 12 - R. Mo. Infantry.

Anton Jager on oath says that
he having made a translation of a
Letter purporting to be one from
Charles Doerg to his wife the original
of which is attached that the above
and foregoing is a correct
translation of the same from
the German to the English.

Langwell,

Sworn Dated subscribed

Anton Jager

before me Jan'y 20th 1874

W. L. Boyce Clerk

By The Hon'ble Sec'y

Received Huldons Nov 17th 1862 from Mrs
Purtha Samier per hand of C. J. Hooley. Eight
dollars and 40 cts, being balance on 2000 Notes
executed by Heringman & Co over to Jeffers in County
for the use of the indigent of School Township

No. 6. in said County. L. J.

W. S. 42

L. J. Heringman & Co. Jeff. Co.
By C. J. Hooley

B Garner

842

Filed Nov 17 1865

J A Kepp
clerk

\$550.00

of

Rec^d a Wells Fargo Jan^y 18th of
Hammes Carriers for the hands of Mother
Dodge five hundred and fifty dol
lars as post and principal due
school township, also six in Jefferson
County Mo

J. H. McMillan
over

Bertha Darrier

915.75

Filed Nov 6th 1862

D. A. Reppy Clk