

Tofferson County Circuit Court
Case Files - Civil

October 1868

Box

10

Folder 63

Thilo, C. F.
vs

Heilmann, A. A.

Debt, notes

Debt \$287.10 on two notes written
in German payable in Prussian thalers,
Dennis Armstrong garnishee on execution



Ich habe hiermit die Thaler zu Gnade
mich die Güte geseht mich zu einem
Nacht. Fünfzig 22 1/2 Thaler, 1/2 Thaler, 1/2 Thaler,
Fünftens fünf und zwanzig Thaler oder
Zins auf Gnade Fünftens besser anzulegen
und nach flucht in mich nach Ablauf eines
Jahrs — falls mich man einen Credit
in einem anderen Lande machen soll, das Capital
besser zuwenden zu lassen, sonst nach dem üblichen
Zinsfuß zu verzinsen unter Abzug der
meinen jetzigen und zu künftigen Transaktionen.
sub hypothesis honorum.

Gnadenmich die 10^{ten} November 1852

F. A. Weimann



CONSULATE OF THE UNITED STATES OF AMERICA

AT BREMEN.

I *Isaac R. Miller*, Consul of the United States of America for the Port of Bremen, and the dependencies thereof, to hereby certify, that to the best of my knowledge and belief, the preceding signature and seal of *Dr. Hultsch* at *Greifswald* dated *10 November 52* is genuine, and as such is entitled to full faith and credit.

In testimony whereof, I the said Consul, have hereunto subscribed my name and affixed the seal of this Consulate, at BREMEN, this *12th* day of *May* 185*8* and of the Independence of the United States the *Eighty second* year.

Isaac R. Miller
U. S. Consul.

Feb 4th 14th 1855
Geo J Henry Esq



Der Herr Justizrat Thilo zu Griesbrunn
hat ein Gut gekauft von zu meinem Kaufm. für.
Geld und vollständige Verkaufsbedingung in das.
die Summe / 210 ^{Thaler} / mit Movable Sachen.
Der Herr Thilo hat offen Zinsen auf Zinsen Zinsen
binnen anzulegen und nachfließen in eine neue
Abzahlung Zinsen Zinsen - Zinsen eine neue
Creditor ein neues Capital machen sollte,
das Capital zu einem Zinsen, auch eine neue
Zinsen Zinsen zu Zinsen, so kann man
sein Gewinn Zinsen bezeichnen sollte,
unter Movable Sachen Zinsen und
zu künftigen Movable Sachen. / Sub Hypothek
bonorum.

Griesbrunn 6 April 1854.

Dr. Heilmann



CONSULATE OF THE UNITED STATES OF AMERICA

AT BREMEN.

I *Isaac R. Diller*, Consul of the United States of America for the Port of Bremen, and the dependencies thereof, to hereby certify, that to the best of my knowledge and belief, the preceding signature and seal of

Dr Heisemann
at *Greifswald* dated *6 April 54*
is genuine, and as such is entitled to full faith and credit.

In testimony whereof, I the said Consul,
have hereunto subscribed my name and affixed the

seal of this Consulate, at BREMEN, this

12th
n day of *May* 185 *8*

and of the Independence of the United States

the *Eighty second* year.

Isaac R. Diller
U. S. Consul.

Black Sept 14 1858
Geo. A. Henry
Clerk

C F Child Plaintiff

against

Dr C A Heilmann Defendant

In the Circuit Court of Jefferson
County Missouri

The plaintiff states that Defendant by his promissory note, herewith filed, in the German Language, dated November the 10th 1852, for value received, promised to pay plaintiff the sum of two hundred and twenty five Prussian Thalers, Two years after date thereof which and the interest are yet due the plaintiff

Plaintiff also states that Defendant by his other promissory note herewith filed, in the German Language & dated August 6th 1854, promised, for value received, to pay plaintiff the sum of two hundred and ten Prussian Thalers, two years after the date thereof which and the interest thereon are yet due plaintiff

Plaintiff states that said Prussian Thalers are each of the value of sixty six Cents of the lawful money of the United States, making for both of said promissory notes the sum of \$287.10 lawful money of the United States for which sum & the interest thereon, plaintiff asks judgment

J A Beal Atty for
Plaintiff

State of Missouri }
County of Jefferson } ss J A Beal Atty for
plaintiff states on oath that the foregoing petition
& the matters therein stated he believes to be
true

Sworn to and Subscribed }
before me Sept. 14th 1858. }
Elias J Hoenev Clerk

© F. Thilo

As

Do L & Heilmann

Filed Sept 14th 1858
Chas D Honey At

COUNTY OF JEFFERSON, SS.

The State of Missouri.

To the Sheriff of the County of Jefferson--Greeting:

We command you, that you summon *Dr. C. H. Weilmann*

----- 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 fourth Monday of *October*
next, then and there to answer unto *C. F. Child*

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

Elias J. Honey

Witness, ~~THO. C. FLETCHER~~, Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at
office, in Hillsboro, this *20th*
day of *September* A. D. 1858

Elias J. Honey

CLERK CIRCUIT COURT.

I executed the within writ in the County of Jefferson
State of Mo on the 20th day of September 1858 by reading
within the hearing and presence ^{of C. A. Heitman} and delivering him a true
copy as furnished me by the clerk of said writ and
petition

Osborn D. Over Sheriff

20 Circuit Court

October Term 1858

1695

C. J. Child

vs

Dr C. A. Heitman

Sheriff notice fee \$1.00

Filed Oct. 13th 1858

Chas J. Honey Clerk

Paup. for \$321.68. June 13th
1859.

chd

L. V. Shuler, filly.

vs,

Dr. G. N. Beckmann, debt.

In the Circuit

Court Jefferson
County

The Defendant comes by his
Attorney and moves the Court to rule
the Plaintiff in the above action
to give security for Costs, because
the Plaintiff is a non resident of
the State of Missouri,

} Abner Green
} Atty for Debt,

C. F. Child

(vs.)

C. A. Weidmann

Motion for
Security for
costs

Filed Oct. 25 '1858

Elias J. Hooney
Clerk

Sustained. Dec 26th
1858

C. F. Thila, plaintiff } In Circuit Court
Against } of Jefferson County
Dr. C. A. Weilmann, deft.

The Defendant states that the promissory Note, alleged in the Petition as having been made by him, on the 10th of November 1832, was executed in Germany, and that the laws of said country, expressly make void all written obligations for one hundred Thalers and upwards, unless they are duly acknowledged by the maker before a Notary public, or other public officer, appointed by law for the purpose; and therefore said alleged promissory Note, is not valid, because it was not executed according to ^{the} forms prescribed by law. - And further defendant says said Note was given without consideration and is therefore void.

Defendant says that the Note alleged to have been made by him, on the 6th of August 1834, for 310 Thalers, was also made in Germany, while said ^{law} was in force, & therefore by the laws of Germany said Note is null and void.

He therefore says that the two said promissory Notes, are, by the laws of Germany where they were made, illegal and void, and that he is not therefore legally indebted to plaintiff in the sum of \$237.10 cts, or in any amount.

} A. Green, Atty
for Defendant

C. A. Heilmann defendant makes oath
and says the above Answer and the mat-
ters therein as stated he believes to be true,
Sworn to and Subscribed
before me. Oct. 26th 1858
Elias F. Hooney clk

Dr. Heilmann

In Circuit Court
Jefferson County

C. J. Child

vs.

C. A. Heilmann

Dated Oct 26 " 1858

Elias F. Hooney
clk

C F Thilo

vs

Dr A Heilman

}

In the circuit court of
Jefferson County Mo

I obligate myself as security
to pay all the costs that have or may accrue
in the above Cause

Oct 26 1858

J A Beal

L J Shute

by

Wm A Heilmann

And for cents

Dated Oct 26th 1858

Wm A Heilmann

Inspector Thiele Cdy. of Greifswalde had
the kindness to advance me, without interest for the term
of two years the sum of Two Hundred & twenty five Rix
Dollars (225 ^{to him} ~~of R.~~) for the purpose of making my state
examination & I promise to pay, after the expiration of
the above mentioned time (unless otherwise directed) the Capital
& Interest at the usual rate for which I pledge all I have
now or may hereafter possess.

dated Greifswalde Nov. 10. 1852
signed Dr. A. Heilmann

Inspector Thiele Cdy. of Greifswalde had the kindness
to advance ^{me} without interest for the term of two years the sum
of Two Hundred & ten Rix Dollars (200 ~~of R.~~) for the purpose
of making my state examination & to support myself in
Berlin & I promise to pay to him after the expiration of
the above mentioned time (unless otherwise directed) the
Capital & Interest at the usual rate for which I pledge all
I have now or may hereafter possess.

dated Greifswalde April
signed Dr. Heilmann

State of Missouri
County of Jefferson

} SS Alban Tremittler being sworn states on
oath ^{that} the within documents are true and

correct translations of two instruments of writing in the Ger
man Language on file in the circuit Court of Jefferson County
Mo in suit of Theils against Dr Heilmann, the one dated
Nov 10th 1852, the other dated April 6 1854

Subscribed & sworn to before
me this 17th day of March
1859
Elias J Honey Clerk

Alban Tremittler

Theils

vs

Heilmann

Translation

Filed Mar. 17th 1859
Elias J Honey Clerk

Leaf \$321.68

C. F. Shild

vs

Dr C. A. Heilman

} In the Jefferson Circuit Court
Missouri

To Dennis Armstrong, Plaintiff State,
that you were indebted to Dr Heilman at
the time of the Garnishment in the sum
of one hundred dollars on a promissory
note. you will answer this allegation & state
when said note becomes due also state
whether you owed Dr Heilman at the
time of Garnishment any money? If so
state how much, on what account & when
was it due or when will it become due?

C. F. Shild

By J. H. Beal Atty

1695

Shiels

and

Westman

Antropogonia to Dyer
Strong

Filed June 11th 1860
Clara J. Strong
Clark

© F Theilo

vs

Dr © A Heilmann

} On Execution Returnable
to the Circuit Court of Jefferson
County Missouri

Dennis Armstrong Garnishee on execution
in the above Cause answers the interrogatories
filed by plaintiff & states that at the time
of the service of the garnishment in this
case he was indebted to Dr © A Heilmann
in the sum of one hundred dollars for which
he had executed his promissory note to said
Heilmann dated about the month of August
1859 due about the fall ~~day of~~ 1860 -
that he still owes said note but does
not owe said Heilmann any other
sum or amount on any account

Dennis Armstrong makes oath & says that
the foregoing answers & the matters as therein
stated he believes to be true

Subscribed & sworn to
before me this 11th day
of June 1860

Elias O'Koney
Clerk

I Am not a Lawyer

@ St. Louis

us

Dr. A. Williams

Quarrel of amending
paraphrase to 1844 with
reparation

Delivered June 11th 1860
New York only
Delivered