

Jefferson County Circuit Court
Case Files - Civil
June 1863

Box 14 Folder 65

Bohl, Frederick, exec.
Gasche, Casper

vs.

Stelbrink, Henry

Debt, note

Debt \$1,150 ; depositions

\$1150.⁰⁰/₁₀₀

Willam Nov. 25th 1859

Or before the fourth day of
July 1860 I promise to pay to or for the
order of Elean Sturges and fifty dot
ten negotiable and payable without
presentation or discount for value received
bearing interest at the rate of ten per cent
per annum from date,

Henry Stebbins.

This note has ben
4.⁰⁰ paid Interest.

Filed Mar 9th 1863
Elias J. Horney clk

Frederick Bohl, ~~Executor~~

of the Estate of Casper Gasche,

deceased,

Plaintiff,

Against

Henry Stelbrink,

Defendant,

In the Circuit Court

Jefferson County, Missouri,

The Plaintiff states that the Defendant by his Promissory Note, herewith filed, dated the 35th day of November 1859, promised for value received, to pay Casper Gasche, deceased, the sum of Eleven hundred and fifty dollars, with ten per cent interest per annum from date, on or before the fourth day of July 1860. On which Note, a pay-

~~ment of ten dollars has been made~~

out of the interest arising on the said Note and the interest

thereon are the Plaintiff as the

~~Executor~~ of the said Casper Gas-

che, decd., and for which Plaintiff as

~~such~~ ^{Executor} asks judgment.

Abner Green

Attorney for Plaintiff

Frederick Bohl, Administrator as afore-

said, Plaintiff, makes oath, and says

the above Petition and the matters there-

^{as stated} in, he believes to be true

Sworn to and subscribed by Frederick Bohl

before me July 11th 1863

Chas J Honey Clerk

In Circuit Court
Jefferson County
Frederick Dink
vs
et al.

vs.

Meany Steelbush
Petition
on Writ
Let Damages
of \$1000.00
be paid to
Meany Steelbush

March

Filed ~~1863~~ 19th 1863
Clap & Henry
Clerk

1 copy full
of all
and copy
of each
20
50
120
10

Oct 1864
2 all of men
1875

The State of Missouri, } ss.
COUNTY OF JEFFERSON.

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

We command you, that you summon *Henry Gelbrink*

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 second Monday after the fourth
Monday of *May* next, then and there to answer unto
Frederick Bohl Administrator of the Estate

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

Witness, ELIAS F. HONEY, Clerk of our said Circuit

Court, with the seal thereof hereunto affixed, at office

in Hillsboro, this *Tenth*

day of *March* A. D. 1863

Elias F. Honey

Clerk Circuit Court.



20th 1865

TO JEFFERSON CIRCUIT COURT

March Term, 1863

Frederick Bohl Administrator
vs. Caspar Gasche dec'd

vs. 3 Summons

Henry Stillbrink

Sheriff's Fees \$1.00

Filed Mar 21 1863

Elias J. Correy

Clerk

Attest 27th July 1865

A. W. Thompson
Clerk

I executed the within writ on Henry
Stillbrink at the County of Jefferson State
of Missouri by delivering to him, A true
copy of the writ and petition, this 11th
Day of March 1863

Jerome B. Dorer Sheriff

Frederick Bohl Exemtor
of Casper Gasche
vs
Henry Stillbrink

In the circuit Court
of Jefferson County
Nebraska

Defendant, by leave of Court for
amendment of that part of the answer,
which sets up tender to Ferdinand
Bohl on the 7th of March 1863, states
that on the 7th day of March 1863, learn-
ing that said Bohl had filed with the
Clerk of the circuit Court of this County
his petition to sue Defendant on the note
in controversy, he Defendant paid to said
Clerk, ^{all} the costs ^{and} of filing the petition before
process issued, that Defendant then tendered
and offered to plaintiff Eleven hundred
dollars in payment of said note, that
plaintiff wholly ^{refused} to receive the
same but caused process to issue on
his petition.

Defendant further states that Casper
Gasche was indebted to defendant at his
death for sundry offsets, credits & payments
on said note & that said Eleven hun-
dred dollars was all that was due
on said note after allowing defendant
all just credits offsets & payments thereon.
Defendant is still ready & willing to pay
plaintiff Eleven hundred dollars.

Henry Stillbrink

Henry Stillbrink states on oath that the fore
going amended answer & the matters therein as
stated he believes to be true

Subscribed & sworn to }
before me this 16th day
of June 1863

Henry Stillbrink

Elias P. Hovey
Clerk.

St John Ex of Captn
Geeche

us

Henry Steel King

Amendment to ~~that~~
part of the answer setting
up to the St John on 7th
March 1863.

Dated June 16th 1863

Edw J Henry
Solicitor

Wm J J Clerk
1863

Wm J J Clerk
Solicitor

Frederick Boho Execu-
tor of Charles Gasche

vs
Henry Stillbrink

} In the circuit
} Court of Jefferson
} County Mo

The defendant states on
oath that Mark Wait is a
material witness for defendant and is
in the Army of the United States

Subscribed & sworn
to before me this

16th 1863

Elias J. Morrey
Clerk

Henry Stillbrink

Wm B. E. Evans
of Carson Branch
not
Henry A. H. Smith

affidavit of intention
made

Filed June 16 1863
Clem, J. H. Jones
Clerk

Filed 27th July 1863 -
Wm B. E. Evans
Clerk

Frederick Bohl admin of the Estate of Casper Gasche vs Henry Stillbrink	} In the Circuit Court of Jefferson County, Missouri
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The defendant denies that Frederick Bohl is administrator of the Estate of Casper Gasche

Defendant for answer states that he executed the note said on in favor of Casper Gasche in his life time, that he made sundry payments to said Gasche in his life time and was entitled to sundry credits for various articles had by said Gasche of defendant and defendant was entitled to sundry credits on said note, that to settle with Gasche defendant tendered to said Gasche in February 1861 and offered them to pay him all that was then due on said note to wit the sum of Eleven hundred Dollars which was a larger sum than was actually due him on said note after allowing defendant all just payments & set offs on said note but to receive the sum tendered said Gasche then wholly refused by reason of which, defendant should not pay any interest on said note from February 1861. Defendant prays the Court to not charge him with interest from February 1861.

Defendant states that ^{before} ~~at~~ the 2^d of February 1861, Casper Gasche had received sundry cash payments from defendant on said note and was on the 2^d of February indebted to defendant and is still indebted to defendant in the sum of \$459.53 for cash, beds, bedding, and various other articles

no business for said Ganche by his request	\$10.00
For expenses these trips	8 10
" 9 days attention & waiting on your wife by request	18 00
" 1 Day's time in assisting you in funeral of Mrs Ganche	2 00
" Cash in Louis to you	20.00
" Cash in Hillsboro " in 1861.	14 00
" 3 better beds, bedding & bedstead sold ^{by Ganche} & paid for but converted to your own use afterwards ^{of value}	70.00
" 1 Chest do do do do	" 10.00
" 1 stove & pipes do do do do	" 10.00
" 1 Dozen knives & forks do do do	" 6.25
" 1 Dozen tea spoons do do do	" 2 35
" 1 Dozen table spoons do " "	" 3 50
" 6 table cloths & 8 sheets " " "	" 12 00
" 165 yards of fencing & rails	10.50
1861 Feb 23 For 12 months board	120.00
" 3 months, care, attention & waiting on	
" you in sickness	100.00
" washing your clothes & beds in sickness	40.00
" 1 handkerchief for Mrs. Ganche	75

The Defendant here offers to set off against the amount due to plaintiff on said Note an equal amount, thereto of this his said Claim and prays the court to credit the defendant with the same as the time that the items accrued so as to extinguish interest ^{and equal to} on the credits from the time of accruing on the respective amounts, and demands judgment for the ~~balance~~ same and for all other & further order as may may be proper.

Real for Deft

Henry Stelbrink states on oath that the foregoing is true to the best of his belief as stated he believes to be true

Henry Stelbrink

Filed by Henry 1865 -
H. Stelbrink

as may be proper

Subscribed & sworn to before me this 9
day of June 1863

Elias J. Hooney Clerk

Book number 1863

Heavenly Book
number of Charles Lane
Henry Littlefield

Answered

Book June 12th 1863
Claus J. H. Green
Clark

Book 23 July 1865 -
H. H. Green
C. H. B.

1860	The Estate of Casper Garcho	Dr
1859	To Henry Stillbrink	
Dec 5	To 3 trips from Lewis & Heilerborn & back on your business at your request	\$10.00
	" Rail Road fare these trips	8 00
	" 9 days waiting on your wife & seeing to her in her last sickness by request	18.00
	" 1 Day & time in assisting you in funeral of Mrs Garcho	2.00
	" 1 Handkerchief for Mrs Garcho	.75
	" Cash in Lewis to you	20.00
	" 3 fetter beds, bedding & shedstead	70.00
	" 1 Chest	10 00
	" 1 Stove & pipes	10.00
	" 165 yards of fencing & rails	10 50
	" 1 Dozen knives & forks	6.125
	" 1 Dozen tea Spoons	2.35
	" 1 Dozen table Spoons	3.50
1861 Feb 23	" 12 months board	120.00
	" 3 months care attention & waiting on you	
	" in sickness	100.00
	" washing your clothes & bed in sickness	20.00
1859 Dec 5.	" 6 table cloths & 8 sheets	12.00
		443.75
1861 Jan.	Cash in Heilerborn credited on note	14.00
		\$457.75

Henry Stillbrink states on oath that the foregoing account & the matters therein as stated he believes to be true.

Subscribed & sworn to Henry Stillbrink
before me June 9
1863

Elias J. Honey Clerk

Book accounts
as
Attendant

Price of Particulars
Exhibit "A"

Book June 12 "1863
Clerk & Secretary
Clerk

Book July 27 1863
James M. Ward
By J. C. Ward, Jr., Co.

Frederick Bohl, Adm^r
 of Gasper Gasche, - Plff. } In the Circuit
 vs, } Court Jefferson
 Henry Stillbrink, Def^t, } County.

The Plaintiff moves the Court to strike
 out the Answer of Defendant, for the follow-
 ing reasons:

- 1 - Because it contains irrelevant and redun-
 ant matter, and its allegations & demands are
 indefinite & uncertain, and do not conform
 to the requirements of law.
- 2 - It alleges a tender made in February 1861,
 but does not state the amount tendered, - how
 much in money and how much on Account,
 for charges against said Gasche, - nor does
 it state that Defendant has always been
 ready & willing, & is now ready and willing
 to pay any definite amount, said ten-
 der is therefore not sufficiently stated to ac-
 count to any defence in bar of interest & costs.
- 3 - It claims damages in the sum of \$500.00, be-
 cause said Gasche would not receive the bal-
 ance on said Note, & allow Defendant credit for
 his alleged payments & offsets, This, is no defence,
 and cannot be pleaded as an offset.
- 4 - On 7th March 1863, Defendant alleges, that he
 tendered \$1300, but he does state that he is
 ready & willing to pay that sum now, - or that
 he offered it in money, or in part by some
 account he had pioced up against Plaintiff.
- 5 - The Counter Claim of \$459.58, set up by way
 of offset, is not alleged to have existed at

the time of said Gasche's death, & as belonging
to Defendant at that time,

6 - Said Answer is not sufficiently responsive
to the Petition, in admitting or denying the ac-
count claimed by Plaintiff; but is evasive
and insufficient, and sets up claims of
indicated damages by way of set-off.

A. Green
Attorney for Plaintiff

In Circuit Court
Jefferson County

Thos. Wolfe, Administrator
of E. Gasche

vs.
Many Streetbirds

Motion to strike
out Defs. answers

Filed June 15th 1863

Allen, B. Hooley
Clerk

Filed July 29th 1863

Attest
J. W. Simpson
Clerk

ⁿ
 Frederick Bohl, Executor of }
 the Estate of Casper Gasche, dec'd. — Plaintiff }
 Against }
 Henry Helbrink, — Defendant, }
 In the Circuit Court of }
 Jefferson County, Missouri }

Plaintiff for Replication to Defendant's Answer
 states that he has ^{no} knowledge or information suffi-
 cient to form a belief, whether Defendant in February
 1861 tendered eleven hundred dollars to Casper Gas-
 che in payment of said Note or not, and therefore re-
 quires proof, — nor whether any payments had been
 made or any setoffs existed against said Note at
^{except 14 dollars on the Note,}
 that time — Plaintiff has no knowledge or informa-
 tion sufficient to form a belief whether said Cas-
 per Gasche was on the 21st of February 1861, indebted
 to Defendant in the sum of \$459.83, for cash, beds,
 bedding, or any other articles, furnished by Defendant
 to said Gasche, as payments, or offsets on said Note,
 or for any amount whatever, and proof is there-
 fore required. Plaintiff states that he has no knowl-
 edge or information sufficient to form a belief whether
 any of the items, ^{of account} stated in Defendant's Answer
 by way of counter claim & setoff, and also, in his
 Bill of Particulars, marked A, were furnished by
 Defendant to said Gasche, or whether Defendant per-
 formed any of the services therein stated for said Gas-
 che, or ^{furnished} any of the articles of property therein stated,
 or whether any of said charges are correct & just, and
 therefore proof of such allegations & charges is
 required. Plaintiff states that the item of 120
 dollars for boarding said Gasche for 12 months (as
 stated in said Bill), and also the item of 100 dollars

for taking care of & waiting on said Gasche, for three months in his ~~ill~~ sickness, & the items of 40, dollars for washing clothes & beds in said sickness are the same, ^{items} charged, ^{though the amounts are different} by Andrew Mertell in his account against said Gasche's Estate, in the County Court of Jefferson County, & passed upon by said Court, & a judgment given by said Court in favor of said Mertell for so much of said charges as were considered just, and in which trial, the testimony ^{of one witness} showed said Mertell & Defendant were partners in the matter of said charges, and that they cannot therefore be again litigated. - Plaintiff further states that he has good reason to believe, but cannot say positively (not having the Bill used by said Mertell on said trial before him) that the items of Defendant's Bill of particulars, for one handkerchief, 1 Chest, 1 Stone & pipe, 1 Dozen Knives & forks, 1 Dozen tea spoons, 1 Dozen table spoons, and 3 Beds, bedding and bedsteads, are the same items charged against the Estate of Casper Gasche, by said Andrew Mertell, in his trial in the County Court aforesaid, and adjudicated & passed upon by said Court - and in which trial, Defendant testified that he had no interest whatever in said charges in said Account. - Plaintiff admits the Defendant, about the 7th of March 1863, proposed to pay Plaintiff ^{as stated in his first Answer} 1300 dollars, in money, & receipts to him an allowance of 106 dollars, which had been assigned to Defendant by said Mertell & also \$99, the amount of the sum been paid by said Mertell and 70 dollars claimed by Def^t, for making a small string of beance, - the total amounting to \$1505, for the note in question, Plaintiff

refused to accept this amount as full pay-
ment of the Note, because the Note & interest
at that time amounted to over \$36, more
than the amount tendered, & because the claim
of \$70 for the fence was unjust, & had not been
allowed by the Court; - & said item of work is not now
claimed, even by the Defendant, to be worth over \$10.50,
as appears by his Bill filed. - Plaintiff fur-
ther avers that when the proposals aforesaid was
made for paying the Note, the Defendant never
once set up any claim, or charges, against
said Gascho's Estate (except the charge of \$70,
for making fence,) and that he did not then
even allege that said estate owed him any
of the items of account, charged in his Bill
of particulars filed, (except the \$70) and Plaintiff
therefore concludes all of said items have been
trumped up since this suit was brought,
for the purpose of lessening the amount justly due
on said Note,

Plaintiff therefore says he is entitled to
Judgment for the full amount of said Note,
(except the \$14, credited thereon) with ten per
cent interest from the date thereof to the
time of rendering Judgment, - and, as Executor
as aforesaid, asks Judgment for the same, as in his
original petition,



} A. Green
} Attorney for Plaintiff

Frederick Bohl, Executor as aforesaid Plaintiff, makes
oath and says the above Replication and the
matters therein as stated he believes to be true,
Sworn to and Subscribed before
me this seventeenth day of November 1863
H. A. Reppel Clerk of Court

} Frederick Bohl

In Circuit Court
Dofferson County

Thomas Bole
Esq.
vs.

Henry Dethmink
Plaintiff
vs.
Defendants

Filed Nov 18th 1863
Elvin J. Moorey
Clerk

Filed 21st July 1865
A. W. McQuinn
Clerk

Fred Bohl Executor
of Casper Gasche

vs

Henry Hilbrink

In the circuit
Court of Jefferson
County Mo

The defendant states
on oath that he cannot safely
procure to trial in the above cause
for want of Mark Wait, who is a
material witness for defendant, that
said Wait is absent in the military
service of the United States. He can
prove by said witness that all defendant
owed Casper Gasche on the note
said on, in February 1861. was eleven
hundred dollars balance of debt and inter-
est that defendant about the 21st
of February 1861. tendered, lawfully, to
Casper Gasche on said note eleven
hundred dollars which Gasche
refused them to receive. That eleven
hundred dollars was all that defend-
ant owed Casper Gasche on said note
in February 1861. He further states
that he knows of no other witnesses by
whom he can prove the same facts, that
this application is not made for vexation or delay
but that justice may be done

Henry Holbrook

Subscribed & sworn to before me this 8th
day of February 1864
Elias J. Hooney, Clerk



Grand Hall. Ex

as
No little brick

afforded much of convenience

Dined July 11th 1864
Gives 2 to only
Clark

St. July 29th 1865

St. 11th 1865
P. M.

¹ Frederick Bohl, Executor
of the Estate of Casper
Gasche, dec'd, — Plaintiff,

Against
² Henry Stelbrink, — Defendant,

State of Missouri
County of Jefferson

} Attachment
in a civil
action

This Affiant, Frederick Bohl, Executor
of the Estate of Casper Gasche, dec'd, Plaintiff,
makes oath, and states that he, the said
Plaintiff, in the above entitled cause of
action, has a just demand, as such
Executor, against the said Defendant, Henry
Stelbrink, now due, and that the amount
which this Affiant believes that he, the
said Plaintiff, ought to recover, after al-
lowing all just credits, and set-offs, is
eleven hundred & fifty dollars, exclusive of the
interest — and that this Affiant has good
^{reason} ~~cause~~ to believe, and does believe, that the
said Defendant, Henry Stelbrink, has fran-
ciously conveyed, or assigned his property or
effects, so as to hinder or delay his creditors;
also, that this Affiant has good reason to
believe, and does believe that the said De-

Defendant is about fraudulently to convey or
assign his property or effects, so as to hinder or
delay his creditors; and also, that said De-
fendant is about fraudulently to conceal, re-
move, or dispose of his property or effects,
so as to hinder or delay his creditors, -
and also, that said Defendant has fraud-
ulently concealed, removed or disposed of his
property or effects, so as to hinder or delay his
creditors; and also, that the said Defendant
is about to remove out of this state, with in-
tent to change his domicile.

Frederick Bohe

Sworn to and subscribed
before me Oct. 26th 1864
Elias F. Honey Clerk

Executor of the Estate of
Charles Gustave

Exposition on Ancient
Count, Mrs. Henry
1864

Thomson's Book
East of the Sea

as,

Henry Steel Smith

Assistant

Book Oct. 26 1864

Class 1. Henry
School

Book 29th Henry
1865

Henry Smith

CHM

Frederick Bohl, Executor
of the Estate of Casper Gasche, dec'd, — Plaintiff } Attachment in
a Civil
action

Against
Henry Stelbrink, Defendant,

We, Frederick Bohl, Executor
of the Estate of Casper Gasche, dec'd,
as principal, and Henry Gasche, as
security, acknowledge ourselves to be in-
debted to the State of Missouri, in the sum
of Twenty Three hundred dollars, for
the payment whereof we bind ourselves
on heirs, Executors and administrators,

The Condition of the above obligation
is such that whereas, the said Frederick
Bohl, as Executor as aforesaid is about to
sue out an attachment, in aid of a suit
now pending in the Circuit Court of Jef-
ferson County Missouri, wherein said Fred-
erick Bohl, as such Executor is Plaintiff,
and Henry Stelbrink is defendant, against
the property of said Defendant, returnable
to the next Term of said Court, wherein
the sum sworn to is Eleven hundred and
fifty dollars, Now, if the said Plaintiff
shall prosecute his said action without
delay, and with effect, - refund all sums
of money that may be adjudged to be

adjudged to the Defendant, or found to
have been received by the Plaintiff and
not justly due to him; and pay all dam-
ages and costs that may accrue to
any defendant, or garnishee, by reason
of the attachment, or any process, or
proceeding in the said suit, or by rea-
son of any judgment or process
thereon, then this Bond to be null
and void, otherwise to remain in
full force,

Witness our hands and seals
this 26th day of October 1864,

Frederick Bohl (Seal)
Executor as aforesaid.

Approved by me
Oct. 26th 1864

Henry Gasche (Seal)

Elias F. Honey clk

La Crosse Court
Jefferson County
Treasurer to the
Estate of E. G. G. G.
vs.
Henry H. H. H.
Bond

Filed Oct 26th 1864
Clerk J. H. H.

the July 29/1865
J. H. H.
Clerk

J Bohle Administrator
of the Estate of Jasper Gasche

vs
Henry Stillbrink

In the Circuit Court of
Jefferson County Missouri

To the above named plaintiff, you are hereby
notified that depositions of witnesses to be read in evi-
dence in the above cause on the part of the defendant
will be taken at the office of Charles F. Blatteau, Not-
ary Public in the City of St. Louis, Missouri, on the first
day of June 1863, between the hours of eight o'clock in
the forenoon and six o'clock in the afternoon and if
not completed on that day, they will be continued from
day to day at the same place & between the same
hours till completed,
Henry Stillbrink

St Paul down
off Gaoche

no

Henry Willbuck

Notice of separation

Depositions of witnesses produced, sworn and examined on the first day of June 1863 between the hours of eight o'clock in the forenoon and six o'clock in the afternoon of that day at the office of Charles F. Blatten Notary Public in the city of St. Louis, Missouri before me Charles F. Blatten Notary Public of said city & State, in a certain Cause, now pending in the Circuit Court of Jefferson County, Missouri, between F. Fohl administrator of Casper Gasche plaintiff and Henry Stillbrink defendant on the part of the defendant, Victor Kellert house of Lawful, being produced, sworn and examined, on the part of the defendant, deponent and says that he knew Casper Gasche, that said Gasche came to his house for St. Louis frequently in the year 1861, ^{and before that time} that Gasche told ^{him} frequently that Henry Stillbrink had tendered to him, ^{what} Stillbrink owed him on a note in silver money that Gasche refused to receive the money because he had no way to use the money. Deponent remembers what year Gasche told him that Stillbrink had tendered him his money, believes it was in 1861. the year the rebellion broke out.

Gasche's wife was sick in the Hospital in St. Louis, & Gasche employed Stillbrink to ^{visit & attend} ~~wait~~ on his wife and to advance money for her use ^{for necessities} also that Gasche employed Stillbrink to come to St. Louis where Gasche lived from time to time & let Gasche know how Mrs. Gasche was getting on. Stillbrink was living in St. Louis, knows of Stillbrink going from St. Louis to Hellevors at least twice to inform Gasche how Mrs. Gasche was

He saw Stillbrink let Gasche have money in
St Louis but does not know amt, ~~at this~~ was at the time
Mrs Gasche died in St Louis. Gasche requested Stillbrink
to attend to his business, and if witnesses wanted a cow
to buy one for witnesses to advance the money for Gasche
on cow, he did not want a cow

Cross Examination by F Bohl plaintiff
Gasche does not know how much money Stillbrink
expended for Mrs Gasche. Gasche did not state
how much Stillbrink lent to him on the note
~~Gasche~~ ^{does not remember if} ~~Gasche~~ did not state whether the amt lent
was in full of debt & interest. Gasche did not state
whether he still brinks still

Stillbrink brought Gasche from Hillsboro & Still
brink & he attended to the funeral of Mrs Gasche
in St Louis
Victor X Kellerholz
mark

Subscribed and Sworn to before me on the day, at the
place & within the lines just aforesaid

Charles F. Blattan Notary Public



Mary Kellerholz being produced sworn and
examined on the part of the defendant
deposes & says that she knew Casper Gasche in
Switzerland & in America, that he frequently came to see
her & her husband in St Louis from Hillsboro Mo. that Gasche
came to see them in St Louis in 1858, 1859, 1860 & 1861
Mrs Gasche was sick at the Hospital in St Louis
in about 3 years ago, Henry Stillbrink was selling coal
at the time Mrs Gasche was sick. Mrs Gasche requested

Stillbriick whatever Mrs Gasche wanted or stood in need
Mr Stillbriick went to see Mrs Gasche at the Hospital
she was sick nine days, Stillbriick went to see her,
about five times every Day for nine days whilst
Mrs Gasche was sick. Mr Gasche was living at Hills
boro & requested Stillbriick to go from St Louis to Hills
boro & let him know about Mrs Gasche's condition
Stillbriick went from ~~St Louis~~ to Hillsboro twice,
Gasche came up from Hillsboro to his wife, she
was dead when they got in St Louis, Stillbriick assisted
Gasche to prepare for the funeral & assisted in the
burial, Stillbriick got two handkerchiefs & gave them
to Mrs Gasche, worth about 75 cents each.

Gasche told her that the funeral expenses of his wife
cost him \$17. On going to the funeral she saw Still
briick hand a sum of money to Gasche but don't
know the amt. It took two days for Stillbriick to go
to Hillsboro from St Louis & back the first trip and it
took two days for ~~the trip~~ the last trip and it took
one day of Stillbriick's time assisting Gasche in the
funeral. Stillbriick ~~lived~~ ^{boarded} in St Louis on Lami Street
in St Louis ~~for~~ ^{at} the time, he waited on Mrs Gasche. It was
from one mile and a quarter to a mile and a half from
Lami Street to the Hospital where Mrs Gasche
was sick. Gasche was at her house in St Louis in
1861. before the rebellion broke out, he told her that Still
briick had tendered to him, ^{in Hillsboro} ~~the~~ the money he owed
Gasche ~~on a note~~, that he refused to take it, It was
in a bag He refused to take the money of Stillbriick

because he did not know how to use it that he was going to Switzerland. She understood that from Gasche that Stillbrink had bought Gasche's place at Millsboro & it was for that place that Stillbrink owed Gasche & for which Stillbrink offered to pay Gasche

Cross Examination by plaintiff

Did not hear Gasche state how much money Stillbrink owed him nor say how much ^{money} Stillbrink tendered him, one of the handkerchiefs that Stillbrink let Mrs Gasche have, was returned to him

She understood from Gasche that ~~the~~ ^{one} reason she still wished to take the money was because it was in small ~~sums~~ such as quarters & halves. The money was ~~passed~~ ^{passed} out of the bag on the table & counted out, ^{by Stillbrink} to Gasche but Gasche did not count it

Mari Ballenford

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



Charles F. Blattan, Notary Public

The defendant was going to bring a witness to prove the item of \$20 cash loaned by Stillbrink to Gasche Mr Bohl a driver of Gasche admitted that the item of \$20 was justly due Stillbrink & waived evidence on that point

I, Charles F. Blattan, a Notary Public within and for the County of St. Louis, in the State of Missouri,

duly commissioned and qualified, do hereby certify, that in
pursuance of annexed Notice came before me at my Office
in the City of St. Louis, State aforesaid Victor Kellerholz
and Mary Kellerholz, who were severally sworn to testify
the whole truth of their knowledge touching the matter
in controversy aforesaid, that they were examined and
their Examination reduced to writing and subscribed
by them respectfully in my presence on the day bet-
ween the hours and at the place in that behalf first
aforesaid and their said depositions are now here-
with returned and I further certify that Victor
Kellerholz and Mary Kellerholz are residents of
the City of St. Louis, State aforesaid.

Given at my Office in the City and County of St.
Louis, State of Missouri, this first day of June
A. D. Eighteen hundred and Sixty three, in
Testimony Whereof I hereto set my hand and
affix my Notarial Seal, the day
and Year last aforesaid

Charles F. Blattan
Notary Public



Fees \$2.90. paid by defendant.

Frederick Dehl.
President of Coll of
Teacher Enrolled
as
Henry Dehlbrink

Deposition

pp 295 found by students

opened and filed.
Oct 26th 1864

Filed July 27. 1865
at the Court of the
County of L. New York
By J. L. Hume D. C.

Frederick Bohl Advertiser

Passport Office dec.

vs.

Henry Stilbrink

Before Justice

ANSWER OF GARNISHEE.

No. 18

First—At the time of the service of the garnishment, had you in your possession or under your control, any moneys, goods, or effects of the defendant ? If so, state what property, how much, and of what value; and what money or effects?

At the time of the service of the garnishment the Peoples Savings Institution had in its possession or under its control no money, nor any goods or effects of the defendant

Second—At the time of the service of the garnishment, did you owe the defendant any money, or do you owe him any now? If so, how much, on what account, and when did it become due; if not yet due, when will it become due?

At the time of the service of the garnishment the Peoples Savings Institution did not owe the defendant any money, neither does the Peoples Savings Institution owe the defendant any money now

Paul Weiss, Cashier of the
Peoples Savings Institution

Sworn to and subscribed before me, this

fourth day of November 1864



Witness my hand and the seal of the County
Court of St. Louis County
J. W. Eager
County Clerk St. Louis County
per F. B. Schuchter S.C.

Arthur Lee Graham
as
Stillman's

Answer of People's
Society

Black Men, 7th 1864
C. T. Hoxsey Clerk

Filed 24th July 1865
A. M. W. (Clerk)
C. T. H.

Frederick Bohl, Executor } In the
 of the Estate of Casper Gasche } Circuit Court
 deceased, ——— Plaintiff, } Jefferson
 Against } County
 Henry Stelbink, — Defendant } Missouri,

The Plaintiff states that the Defendant by his promissory Note, herewith filed, dated the 28th day of November 1859, promised for value received, to pay Casper Gasche, deceased, the sum of Eleven hundred and fifty dollars, with ten percent interest per annum from date, on or before the fourth day of July 1860. — On which Note, a payment of fourteen dollars has been made, in part payment of the interest arising thereon. — Which said Note and the interest thereon, are yet due the Plaintiff as ^{the} Executor of the said Casper Gasche, dec^d, and for which Plaintiff as such Executor asks judgment. Abner Green
 Attorney for plaintiff.

Frederick Bohl, Administrator as aforesaid
 Plaintiff, makes oath and says the above
 petition and the matters therein as stated he
 believes to be true.
 Sworn to and subscribed } Frederick Bohl
 before me, Feby. 11th 1863, }
 Elias F. Hovey, Clerk

A true copy of the original petition
Attest

E. J. Hooney *clerk*



State of Missouri }
County of Jefferson }

The State of Missouri to
the Sheriff of Saint Louis County Greeting:
We command you to attach Henry Stelbrink
by all and singular, his lands and tenements
goods, chattles, rights moneys, credits evidences
of debt and effects, or so much thereof, as
shall be sufficient to satisfy the sum of
Eleven hundred and fifty dollars, with
interest and costs of suit in whose possession
soever the same may be found in your
County, in aid of a suit now pending in
our Circuit Court for the County of Jefferson
wherein Frederick Bohl Executor of the
Estate of Caspar Gasche decd is plain
tiff and Henry Stelbrink is defendant,
upon his original petition a copy where
of is hereto annexed. And that you sum
mon the President of the Savings Insti-
tution of Saint Louis, and all other per-
sons that you shall find in the possession
of goods moneys or effects of the defendant,
not actually seized by you, and all debt-
ors of the defendant, and all such other
persons as the plaintiff or his agent or attor-
ney shall direct, as garnishees, to be and
appear before our Circuit Court for the County

of Jefferson on the second Monday in
November next there and there to answer
such allegations and interrogatories as
may be exhibited against them, And
have you then there this writ

In Testimony whereof. I
Elias F. Honey Clerk of said
Court have hereunto set my
hand and affixed the seal of
said Court this 26th day
of October A D 1864

Elias F. Honey Clerk



125
So Jefferson has been
November 27th 1864

Fred. Kohl, Executor
of E. Haasche dec'd
as { Attachment
Money detainer

Filed 27th day 1865
Attest
J. M. [unclear]
[unclear]

No goods chattels or real estate belonging to the within named defendant found in my county whereon to levy this writ. By order of Plaintiff's Attorney, Summoned The United States Savings Institution by August Benecke, Cashier, The German Savings Institution by Fred O. Meyer Cashier, The Peoples Savings Institution by Emil Ulrici Cashier. On the 27th day of October 1864 & James A. Beal on the 28th day of October 1864 to appear at the return term of this writ to answer the interrogatories that might be exhibited by the Plaintiff touching their indebtedness to the defendant. I further declared to them that I attached in their hands (and summoned them as garnishees) any goods chattels monies or evidences of debt which they might have belonging to the said defendant. And further that I attached in their hands all debt due from them to said defendant, or so much thereof as would be sufficient to satisfy the debt interest and cost in the above case

\$4.00 paid

John C. Vogel Sheriff
Jacob H. Meyers, Dist

Frederick Bohl Executor of
the Estate of Caspar Gasche
deceased

In the Circuit Court
Jefferson County
Missouri

Against

Henry Stilbrink

The plaintiff states
that the defendant by his promissory note herewith
filed dated the 25th day of November 1859
promised for value received to pay Caspar Gasch
e deceased the sum of Eleven hundred
and fifty dollars with ten per cent interest
per annum from date or before the fourth
day of July 1860. On which note a payment
of fourteen dollars has been made in part
payment of the interest arising thereon which
said note and the interest thereon are yet due
the Plaintiff as the Executor of the said Caspar
Gasche deceased and for which Plaintiff as such
executor asks judgment.

Abner Green

Attorney for Plaintiff

Frederick Bohl Administrator as aforesaid
plaintiff makes oath and says the above pe
tition and the matters therein as stated he
believes to be true

Sworn and Subscribed

before me Feby 11th 1863

Elias F. Honey Clerk

Frederick Bohl

Endorsed

"Filed March 9th 1863.

Elias F. Honey Clerk

A true copy of the original petition
on file in my office in said cause

Witness my hand and the Seal
of said Court, Oct 26th 1864
Elias F. Honey Clerk



State of Missouri }
County of Jefferson } The State of Missouri
To the Sheriff of Jefferson County Greeting:
We command you to attach Henry Stelbrink
by all and singular, his lands and tenements
goods, chattels, rights moneys, credits evidences
of debt and effects or so much thereof as shall
be sufficient to satisfy the sum of Eleven
hundred and fifty dollars, with interest and
costs of suit, in whose possession soever the
same may be found in your County, in
aid of a suit now pending in our Circuit
Court of Jefferson County, wherein Frederick
Bohl Executor of the Estate of Gaspar Gasche
is plaintiff, and Henry Stelbrink is defend-
ant, upon his original petition, a copy of
which is hereto attached, And that you
summon all other persons that you shall
find in the possession of goods moneys or
effects of the defendant, not actually seized by
you, and all debtors of the defendant, and
such other persons as the plaintiff or his attor-
ney shall direct as garnishees to be and ap-
pear before our said Circuit Court, on the
second Monday in November next, there
and there to answer such allegations and
interrogatories as may be exhibited ag-
ainst them, and have you there

thus writ:

Witness Elias F. Hooney Clerk
of our said Circuit Court with
the Seal thereof hereto affixed at
office this 26th day of October
A. D. 1864

Elias F. Hooney Clerk.



as may be exhibited to him This ~~day~~ 29 day of
December 1864.

C. C. Fletcher

Sheriff of Jefferson Co Mo

To Jefferson Co. Court
November Term 1864

Geo. B. Bell, Executor
of Benjamin Beecher
as & Attachment
Henry Stillbrink

935 over \$118.10
C. C. Fletcher for 1.00

Filed July 1865
J. M. Campbell
Clerk

Filed May 8 1865
Samuel H. H. P. J. C.
Clerk

This writ came to hand October 27th 1864 and I did on
the same day Levy upon Seize and Attach the following
described Real Estate lying and being in Jefferson County
Missouri as the property of Henry Stillbrink to wit
The undivided 1/4 of the South 1/2 of Lot No. one or in other words
of the South East 1/4 of the North West 1/4 of section four in Township
forty of Range four East also the undivided half of the East
1/2 of Lot No. one of the North East 1/4 of section four in Township
40 of Range four East also the undivided half of S. W. 1/4 of S. E. 1/4
of section 4 in Township 40 Range 4 East also the undivided half
of Lot 24 in Block Six in the Town of Hillboro, also one
Wagon

I have further Executed this writ by attaching
all the debts & money in the hands of Joshua
Herrington Jr and summons him as a garnisher
to appear before the Judge of our Circuit Court on
the first day of the next term May the 8th 1865
to answer to the allegations and interrogatories

Frederick Bohl Executor
 of Casper Gasche Plaintiff
 vs
 Henry Stillbrink Defd } Attachment in the
 Circuit Court of Jefferson
 County Mo

James A Beal who was summoned
 as a garnishee in the above entitled Cause,
 answers the interrogatories & says that at the time
 of the service of the garnishment, he had no
 property, goods, chattels, evidences of debt, effects
 or money of Henry Stillbrink under his control
 or in his possession

He further answers & says that at the time
 of the service of the garnishment, he did
 not owe the defendant Stillbrink any money
 whatever, nor does he now owe the defend-
 ant any money whatever nor is there any
 contract or agreement between said Beal and
 said Stillbrink by which said Beal owes any-
 thing to Stillbrink nor is there nor has there
 been any contract or agreement between
 them by which said Beal owes Stillbrink
 or by which said Beal has the control
 of any money effects or property of Stillbrink

Said Beal says that he never at any time
 had in his control or possession any money of
 Stillbrink. He denies that he ever at any time
 received any part of twelve hundred dollars
 borrowed from Jefferson County, nor did
 said Beal have control of said
 twelve hundred dollars at any time
 the Beal therefore denies all the charges
 and interrogatories of the plaintiff and

requires proof and says that all the allegations
of plaintiff as to the transactions between Beal
and Stillbrink are false. Having answered
Beal's plea to be dismissed
subscribed & sworn to
before me this 27th day
of ^{9 April} July 1865

J. A. Beal

Pinhard & Heriborg
Notary public.



Both Executors of
Caroline Garcke

vs

Harry Stillbrink

Answer of Beal Gar
mailed

*
Filed July 27 / 1865
J. W. Marpin
Clerk

Filed May 8 1865
Samuel Keppin
Clerk

Thaddeus Roll Securin
of the State of Cooper Casshe Stants

as

Henry Stillbrink defendant

On the Circuit Court of
Jefferson County Missouri

Do the above named plaintiffs, you
are hereby notified that I will apply to the Circuit Court
of Jefferson County Mo at the Court House in Holtzclott
on the 8th day of May 1865 or to some thereof as a hearing
can be had for a change of venue in the above
suit

Henry Stillbrink

Bohl Executors
of Casper Garcke
vs
Henry Stillbrink

Notice of Change of venue

Filed July 27th
1866
A. W. Mainwaring
Clerk

Filed May 8 1865
Samuel H. Coffey
Clerk

I receive notice on the within notice receive
the necessity of service by an officer, May 14 1865
J. Bohl
By Sean Thomas atty

Frederick Bohl Executor
 of the Estate of Casper Garcke Plaintiff
 vs
 Henry Stillbrink Defendant

In the Circuit Court of
 Jefferson County
 Missouri

To the Circuit Court of Jefferson County
 Missouri. Henry Stillbrink defendant in the
 above Cause, respectfully shews that the plaintiff,
 the opposite party in said Cause, has an undue
 influence over the inhabitants of Jefferson County
 aforesaid, in consequence of which he has just
 Cause to believe that he cannot have a fair
 trial on account of the Causes alleged

He prays this Court to award him a
 change of venue to some Court where the Causes
 complained of, do not exist

Henry Stillbrink

Henry Stillbrink being sworn, states on his
 oath that the foregoing petition & the matters therein
 as stated he believes to be true, & that he has
 just Cause to believe that he cannot have a
 fair trial on account of the Causes alleged in the
 above petition. He further states that the knowl-
 edge of the existence of such Causes first came to
 defendant after filing of his answer in this Cause
 and that defendant came to the knowledge of such
 Cause alleged in the above petition since the adjou-
 rnment of the last Regular Term of this Court
 subscribed & sworn to before
 me this 8th day of May 1865

Henry Stillbrink
 Samuel H. Rapp
 Clerk

Thos Donik Adm'l Securin
of Cooper Lane

As
Henry Stillbrink

Petting to change of Menus

Filed July 27th
1865

Attn, Mr. Lawrence
Clerk

Filed May 8 1865
Attn, Mr. Clerk

Friedrich Bohl Executor

of the Estate of Casper Garcke Deft

vs

Henry Stillbrink

Defendant

Attachment
in the Jefferson
Circuit Court
Mo

The defendant, for plea in the nature of a plea in abatement, says that he had not fraudulently conveyed or assigned his property or effects so as to hinder or delay his creditors on or before the 26th day of October 1864 as stated in the affidavit upon which plaintiff issued an attachment

Defendant denies that on the 26th day of October 1864 or at any time prior or subsequent was about to fraudulently convey or assign his property or effects so as to hinder or delay his creditors. Defendant denies that he was about to conceal, remove, or dispose of his property or effects so as to hinder or delay his creditors, as charged in the affidavit of plaintiff as the ground of the attachment ~~and~~ on the 26th day of October 1864

Defendant denies that on the 26 of October 1864 he fraudulently concealed or disposed of his property or effects so as to hinder or delay his creditors as stated in ~~the~~ affidavit of plaintiff. Defendant denies that on the 26th day of October 1864 he was about to remove out of this state with intent to change his domicile. & requires proof of all the causes of attachment alleged in the affidavit of plaintiff made on 26 of October 1864, Defendant

here puts in issue the truth of the facts
alleged by ~~plaintiff~~ affidavit of plaintiff
made on the 26 of October 1864, on which
the attachment was sued out

Henry Stillbriak

Henry Stillbriak being sworn
upon his oath says that the foregoing
plea in the nature of a plea in abate-
ment & the facts therein as stated he
believes to be true

Subscribed & sworn to
before me 8th this
day of May 1865.

Samuel A. Repp
Clerk

Frederick Adol
Ede of Carper Book

by

Henry Stillbrink

Patra in statement

Filed July 29th 1866

Attest
Wm. W. W. W. W. W.

Filed May 8 1865

Samuel B. W. W. W.
Clerk

Friedrich Bohl Executor
of the Estate of Casper
Gasche Plaintiff
vs
Henry Stillbrink Defendant

In the Circuit
Court of Jefferson
County Missouri

The defendant per amended
answers by leave of Court states that he made
Sundry payments to Casper Gasche in his
life time upon the said note and on
that the balance due of principal and
interest of said note on the 23rd day of
February 1861, was eleven hundred doll
ars, that on said 23rd day of February 1861
defendant tendered and offered to Casper Gasche
the sum of eleven hundred dollars in
payment of said note and the amount due
thereon, that besides the payments on said
note the said Gasche owed defendant sum
any large sums of money, but to receive
said sum of eleven hundred dollars so
tendered to said Gasche by defendant, he
said Gasche did then & there refuse to
receive by reason of which defendant
should not pay any interest on said
note since the 23rd of February 1861.

This defendant is still ready and willing
to pay said eleven hundred dollars & here
tenders and offers to pay the same to
plaintiff

Defendant further states ^{that} before the
23rd of February 1861, Casper Gasche had
received sundry cash payments from defendant

defendant on account of said note sued on,
besides which, said Gasche was then
and is still indebted to defendant in the
sum of \$459.55 for cash beds and bedding
and various other articles, the particulars
of which will appear by a bill of items
as follows.

1859 The Estate of Casper Gasche Dr
To Henry Stillbrink

1859 Dec 5 To 3 trips from Louis to Keelsboro
back on your own business

at your request \$10.00

To Rail Road fare these trips 8 10

" 9 days waiting on your wife & attending
to her during last sickness by request 18.00

To 1 day in assisting you in funeral
of Mrs Gasche 2.00

To 1 handkerchief for Mrs Gasche 75

" Cash in Louis to you 20.00

" 3 feather beds, bedding & bedstead 70.00

" one chest 10.00

" 1 stove & pipes 10.00

" 165 yards of fencing & Rails 70.50

" 1 doz knives & forks 6 25

" 1 doz tea spoons 2 35

" 1 doz table spoons 3.50

1861 Feb 23 To 12 months board whilst well 120.00

3 months care & attention waiting

on you in sickness 100.00

To washing your clothes & beds in
sickness 40.00

" 6 table cloths & 8 sheets 12.00

1861 June To Cash in Hillsboro

14.00

459.35

Defendant states that he was on the 23 of February 1861, ^{fully} entitled to credit on said note for the sum of \$445 ⁵⁵/₁₀₀ for the said sum and has paid since then \$14 on said note which ought to be credited to on said note, that on said 23 of February 1861, he appeared and tendered to ~~Casper Gasche~~ ^{Frederick Bohl} ~~Gasche~~ ^{the plaintiff} all the balance and a larger sum than was due on said note, after deducting the just credits & set off some payments to which defendant was justly entitled but to receive the amount so tendered or to settle and allow defendant credit for said offsets. ~~Said Gasche then wholly refused.~~ Defendant sets up by way of counter claim said sum of \$459.55 and is ready and willing to pay whatever balance that may be found due and here prays the Court to allow him said sum of \$459.55, against said note, and to not charge defendant any interest on the balance due on said note ^{on} which defendant tendered & offered to pay to said Gasche the balance due.

Defendant states that since the death of Casper Gasche, learning that the plaintiff Frederick Bohl the Executor had filed his petition in this Court to commence suit against defendant on

Said Note, the defendant in order to avoid litigation and all trouble, paid the costs then due and before any process had issued from the Circuit Clerk's office of this Court, did on or about the 7th day of March 1863 offer and tender to Frederick Bohl executor of Casper Gasche full payment of said note and more than was due thereon that said Stillbrink did on or about the 7th day of March 1863 tender and offer to said Bohl Executor as afore said the sum of eleven hundred dollars in payment ^{of said note} and at the same time giving said Bohl notice of set off payments renders still due from Gasche to defendant but to receive of defendant said Eleven hundred dollars so tendered, the said plaintiff wholly refused, defendant here offers to pay the balance due from to plaintiff on said note.

Defendant states by way of Counter Claim that when this action was commenced the Estate of Casper Gasche was and is still indebted to defendant in the sum of \$459.55 on account of the following items

1859	For 3 trips from S Lewis to Keisler	
	black on business for said Gasche	\$10.00
	To expenses these trips	8 10
	" 9 days time attending & waiting on	
	your wife by request during sickness	18.00
	1 days time in assisting in funeral	2 00
	~~of wife~~	

To cart in Goods to you	20.00
" Cart in Hellsboro in June 1864.	14.00
" 3 feather beds, bedding & bedstead	70.00
1 Chest	10.00
1 Stone & pipe	10.00
1 Doz Knives & forks	6.25
1 "tea Spoon &	2 35
1 Doz table spoons	3 50
1 table cloth & 8 sheets	12.00
165 yards fencing & Rails	10 50
3 months care attending & waiting on you in Sickness	100.00
washing your clothes & bedding in Sickness	40.00
12 months board & fuel in health	120.00
1 handkerchief to Mrs. Garcke	75

Defendant here offers to set off against
the amount due plaintiff on said note
an equal amount due defendant on
these terms and prays the Court to credit
defendant with the same and here offers
to pay the balance that may be found
due on trial of the several issues
& matters between plaintiff & defendant
Henry Stillbush

Henry Stillbush being sworn on his oath says
that the foregoing amended petition & the matters
therein as stated he believes to be true

Subscribed & sworn to
before me this 8th day
of May 1865
Samuel A. C. ppy
clerk

Henry Stillbush

Thurston Park
Erie of Superior Ranch

to

Henry this week

Amesbury petition

Filed July 27/1865 -

Attest
J. W. Carpenter

CLC

Filed May 8 1865

Amesbury
Clerk

Friedrich Karl executor
of Carl Friedrich Haupt

vs

Henry Stillbriuk Defendant

in the Circuit Court
of Jefferson County

Missouri

Do Friedrich Karl Executor of Carl
Friedrich, You are hereby notified that deposition
of witnesses to be read in evidence in the above
Cause on the part of the defendant will be
taken at the Law Office of Charles Johnston
at No 91 Chestnut Street in the city of St Louis
Missouri on the 8th day of May 1865 between
the hours of 9 o'clock in the forenoon and 6
o'clock in the afternoon and if not satisfied on
that day, they will be continued from day to day
at the same place between the same hours
till completed,

Henry Stillbriuk

By J. L. Power atty

of education the within notice by ~~attorney~~ ^{copy}
of the same to ~~Stroud~~ ¹⁰⁰ at ~~100~~ on the
last of 1865

I acknowledge service of the within
notice and waive the necessity of service by
an officer, this 24th day of April 1865 -

Frederick 130 ft
My At Green, & J. J. Thomas
an attorney.

Depositions of witnesses, produced, sworn and examined on the 8th day of May 1865 between the hour of Eight O'Clock in the forenoon and six O'Clock in the afternoon of that day at the Office of Charles P Johnston No 91 Chesnut Street in the City of St Louis on the 8th day of before me Bernhardus Sternberg a Notary public within and for the County aforesaid in a certain cause, now depending in the Jefferson County Circuit Court State of Missouri between Frederick Bohb. Executor of Caspar Gaschee plaintiff and Henry Hellbrink defendant, on the part of the ~~plaintiff~~ defendant.

James A Beal, of lawful age, being produced, sworn and examined, on the part of the defendant, deposes and says: In 1861 a short time before the death of Caspar Gaschee, - Gaschee was doing some work for Beal, and whilst working talked over his business affairs with Hellbrink. From this conversation witness learned, that Gaschee held a Note, against Hellbrink for \$1150 for Balance of Purchase money of Land ^{and nearby} at Hillsboro that when he sold his property there, he sold both, Personal and Real Estate, that after the sale and giving of the note Gaschee retained a part of the personal property which he had previous sold to Hellbrink, say, three beds, bedding and bedsteads, Lot of spoons, one chest, stove, some knives and forks and some table cloths, for which he agreed to pay Hellbrink what they were worth; that he had used this articles for his own purposes and kept them, without returning them to Hellbrink, that he did not consider these articles worth a great deal over one hundred dollars and that he was willing to pay Hellbrink one hundred dollars for them, that he had never settled with Hellbrink for them or had given credit on the Note for them, that Gaschee stated that he had contemplated to going to Switzerland in the latter part of 1860 or early part of 1861 and had notified Hellbrink to settle the Balance on the Note, that afterwards he changed the notion of going to Switzerland, and that in February 1861 Hellbrink rendered to him, said Gaschee, on said Note, eleven hundred

Dollars, which he refused to receive, because he had given out up
the idea of going to Switzerland and had no use for the money.
he did not refuse to receive it on account of the kind of money
offered, ^{Gasche stated that} Hillbink at the time that said money was tendered to
Gasche owed Gasche only eleven hundred Dollars of Principal and
Interest on said Note, that the Balance was all settled up at that
time, that ^{- Gasche -} he reconsidered Hillbink want to force the money on him
after he had changed his notion to go to Switzerland and had no use
for money. March 1883, Fred Boht Executor of Caspar Gasche
filed a suit against Hillbink on said Note in the Circuit Court of
Jefferson County Mo; Hillbink then paid the cost of the suit and
tendered eleven hundred Dollars to Fred Boht in payment of said
Note; Witness wanted the money out to Boht; Boht refused to receive
it. Sworn and subscribed before me } J. A. Beal
on the day, at the place and within
the hours first aforesaid

Bernhard Sternberg

Notary public

I Bernhard Sternberg a Notary public within and
for the County of St Louis, in the State of Missouri do certify
that, in pursuance of the annexed Notice came before me
at the Office of Charles P. Johnston 91 Chestnut Street St Louis City
County of St Louis and State of Missouri, James A Beal
who was by me sworn to testify the whole truth of ~~his~~ his
knowledge touching the matter in controversy aforesaid, that
he was examined and his examination reduced to writing
and subscribed by them, respectively in my presence, on the day
between the hours and at the place in that behalf first aforesaid
and his depositions are now herewith returned. And I further
certify that said James A Beal is a resident of said County
of St Louis in said State of Missouri.

Given at St Louis, in the County of St Louis and State
of Missouri this Eighth day of May A.D. 1883
sixty four

Bernhard Sternberg Notary Public



fees.
 680 words a 20 cent
 2 certificates . 50
 Stamp

\$ 1.36
 1.00
 10
 2.46

Received payment by defendant

Richard S. Hammon

Paul E. Carter of New
as 3rd of 1865
Steelbrook

Received by the hands
of Mr. Carter of New
and filed

\$2.46 paid by Steelbrook

at
Steelbrook 31st
1865 -

At New York and New
1865

Filed May 11-1865
Samuel W. Phelps

Fred. Bohe Executor of the Estate of
Casper Garsch Dec'd

Henry Stibbink

In the Jefferson
Circuit Court.

Plaintiff for replication to defendant's amended
answer filed May 8th 1865 - that he has no knowledge
or information sufficient to form a belief as to whether
Defendant on the 23rd February 1861 tendered to said
Garsch Eleven hundred in payment of the note
sued on or not and therefore requires proof or whether
any payments had been made on said note or
whether any set offs existed against said note at that time
except Fourteen dollars, endorsed on the same and therefore
requires proof. ~~Plaintiff~~ has no knowledge or information
sufficient to form a belief as to whether Casper Garsch
was indebted to Defendant on the 23rd February 1861 in
the sum of \$457.55 for cash, beds, bedding or any
other articles furnished to said Garsch by Defendant
as payments on said note or for any amount whatever
& proof is therefore required. ~~Defendant~~ ^{Plaintiff} has no
knowledge or information sufficient to form a belief that
before the 23rd Feb'y 1861 said Garsch had received
sundry cash payments from Defendant on account
of said note sued on & therefore requires proof of the
same. Plaintiff states that he has no knowledge or
information sufficient to form a belief as to whether any

of the items stated by Defendant in his amended answer are due Defendant or not & requires proof of each & every item. Plaintiff states that he has no knowledge or information sufficient to form a belief as to whether Defendant was on the 23rd Feb, 1861 or is still entitled to credit on said note for the sum of \$445.55 for the said sums or whether he paid since, \$14. on said note & therefore requires strict proof.

Plaintiff states that he has no knowledge or information sufficient to form a belief as to whether Defendant is entitled to \$459.55 by way of counter claim & therefore requires strict proof.

Plaintiff admits that Defendant on the 7th March 1863 tendered him Eleven hundred dollars but Plaintiff avers that amount was not all of the principal and interest then due on said note & therefore he was not bound to receive that sum in full satisfaction of all that was due on said note. Plaintiff states that he has no information or knowledge sufficient to form a belief as to whether before the Commencement of this suit, the Estate of Casper Gaseh was & still is indebted to Defendant in the sum of \$459.55 on account of any of the items set forth by Defendant in the last account mentioned in said answer & therefore requires proof of each of said items.

Green & Thomas
Atty for Plaintiff.

Fred. Bohl makes oath & says that he believes
the above ^{Replication} ~~answer~~ & the matters therein stated
are true.

Sworn to & subscribed
before me May 26th 1865

Samuel H. Coffey clk

7th Natl Meeting Dec

27

Henry Wettrunk

Publication

4th July 27 1865

J. W. W. W. W. W.
1872

West May 26 1865
Sumner & Co. N.Y.
Ct.

Frederick Bohl Executor
of the Estate of Casper Gasche Plaintiff
against
The County Court of Jefferson
County Mo. and others. Defendants

In the Circuit
Court of Jefferson
County Missouri

Frederick Bohl ^{Executor} ~~administrator~~
of the estate of Casper Gasche
Plaintiff
against
Henry Stillbrink Defendant

In the circuit
Court of Jefferson
County Missouri

Frederick Bohl Executor of
the Estate of Casper Gasche
Plaintiff
against
Henry Stillbrink et al

In the Circuit Court
of Jefferson County
Missouri

To the plaintiff in the above Causes,
You are hereby notified that
depositions of witnesses to be read in evidence in the above
Causes on the part of the defendants in said Causes
will be taken by the office of ^{the} ~~the~~ Clerk of the Circuit
Court ~~in the City of Memphis,~~ ^{at Memphis,} State of Tennessee on
the ~~Eight~~ ^{29th} Day of April 1865, between the hours
of nine o'clock in the forenoon and six o'clock
in the afternoon and if not completed on that day
they will be continued from day to day, at the same
place between the same hours till completed

Hillsboro Jefferson County
Missouri March 13th 1865

James A Beal & Jas. C. Pauer
Attorneys for the above defendants

We acknowledge to have received a copy of
the within notice March 16th 1865, at Jefferson
Co. Mo. & do hereby advise the necessity of further
notice.

Green & Thomas
Attys for F. Bohl,

Frederick F. Bohl Esq
Attorney at Law
St. Louis Mo

vs:

Henry Stillbrink et al

Notice of Depositions

of record the within notice by delivering a copy of the
same to Frederick Bohl at the County of Jefferson
Mo on this day of March 1865

all Refused

Bohl Executor of Gaseh
vs
Silbmark }

The Court declares the law of the case as follows.

1. The note executed by Henry Silbmark on the 25. Nov. 1857 to Casper Gaseh for \$1150. raises a presumption of a settlement of all accounts existing between the parties prior to the giving of said note - and before anything can be allowed Dept on any such accounts he must prove that the accounts were intentionally left ^{out} of the settlement or that they were left out by mistake, accident or fraud.

2. That silver is not a legal tender for any sum exceeding five dollars - & Gaseh was ^{bound} not to receive the silver, although Dept may have tendered the whole amount then due Gaseh - unless the Court should find that Gaseh made no objection because the money was in silver.

3. Merely saying to a creditor, "here is your money, I wish to pay all I owe you" is no tender in law. The debtor should count the amount

and tender a certain sum to make
it effectual to stop interest.

4. The ^{note} sued on having been given for
a part of the consideration of the purchase
money of real estate, the Plaintiff is entitled
to a lien upon the whole of said real estate
and the taking of the individual note of
Stetbunk for the balance ^{due}, does not
waive the right to the vendor's lien.
Neither as against Stetbunk nor Ureth.

J. Bohl, Executor
Leopold Ganche
vs.
Henry Stetbunk

Filed Nov 23 1865.
Saml. A. Peppy Clerk

The Court instructs that from the evidence in this case the plaintiff is entitled to recover.

And the Court finds for the plaintiff the sum of \$1095.00, and adjudges that the same be enforced against the land described

Wm. B. Knicker
of E. Knicker =

W. B. Knicker

Dec 23 1865
Saml. A. B. Knicker