

May 1867, No. 132

Smith, August

vs

Gieselman, Henry

Note

Debt \$426



\$4.26 or

Three months after date of Remittance
to pay August Smith on order for hundred
and twenty six dollars \$4.26 or for value
received without defalcation or discount

To Gieseheart

August Smith, plaintiff, In the Circuit-
Court of Jefferson
County against Geo. Mo.
Henry Gieselmann, defd.
May Term 1868.

Plaintiff states, that defendant on the 25th day of June A.D. 1867. executed his promissory note, herewith filed, by which he promised to pay to plaintiff, August Smith, or order, three months after the date of said note, being the day aforesaid, the sum of four hundred and twenty six (\$426.) dollars, for value received, and without deduction or discount.

Plaintiff further states, that he is still the owner of said note, and that defendant, although said note is long since due, has not yet paid the same, except the sum of Twenty six dollars, which are endorsed thereon as paid.

Plaintiff asks judgment on said note for Four hundred dollars, being the unpaid balance, and for the interest thereon and costs of suit.

Henry F. Ahlrens
Atty for plaintiff.

Inherent Fault
of Jefferson
Mo.

May Term 1868.

August Smith

vs.

Henry Weidmann

—

Chancery on oath.

Petition,

—

paid by J. W. H.

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

Henry Guilman

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 Sixth Monday after the
fourth Monday of March next, then and there to answer unto

August Smith,

upon SD original petition, a copy whereof is hereunto annexed and
accompanies 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
Second day of December A. D. 1867.

Elias F. Honey
Clerk Circuit Court.

By *SD* *Wm. Sept*

Mo 182

2606

JEFFERSON CIRCUIT COURT.

May Term, 1868

August Smith

vs
Henry Geiselman

(original)

John Williams
Shenill fee \$1.00

I Granted this Writ in Jefferson County Mo on
the 17th Day of April 1868 on Henry Geiselman by Delivering to him a true copy of
this Writ and Petition

August Smith, Plaintiff }
 vs } In the Jefferson
 Henry Giselman, deft } Circuit Court.

Now at this day comes said Defendant
 and for answer to the petition of the Plaintiff
 and by way of off-set says that Plaintiff
 is indebted to him in the sum of Sixty seven
 dollars for Cash furnished Plaintiff in
 Sept 1867 for which he asks judgment
 Defendant for the state that Plaintiff
 owes him one hundred and seventy four
 dollars for boarding three children of Plaintiff
 for six months & himself ~~three~~ ^{two} six
 weeks, all of which will appear by a bill
 of particulars hereto attached. Defendant
 asks judgment for one hundred & seventy
 four dollars for said.

John L. Thomas,
 Atty for Defendant.

1867	August Smith	
	To Henry Giselman	
	To Cash	\$67.00
	" Boarding Long Smith daughter	
	of A. Smith 6 ^{mos} at \$10.	60.00
	" " Aug. Smith son of August	
	Smith 6 months at \$6	36.00
		<u>\$163.00</u>

Loan to Brost Ford	163.00
" Boarding Fred. Smith son of Aug. Smith 6 mo. at \$3.	18.00
" Boarding Aug. Smith 6 weeks at \$10.	<u>60.00</u>
Bal. due me.	\$241.00

August Smith

15

Amey Steelman

dream of defendant

Drilled May 11th 1868,
O. H. Kneary Co.

August Smith, plaintiff, } In the Jefferson
against } County Circuit
Henry Gerelmann, defd. } Court.

May Term 1868.

Now on this day comes plaintiff and in replication to the answer of defendant, filed in the above case May 11th 1868., denies, that plaintiff is indebted to defendant in the sum of sixty seven dollars for cash furnished, as stated in said answer, or in any other sum, and plaintiff also denies, that he is indebted to defendant in the sum of One hundred and seventy four dollars or any other amount for board- ing three children of plaintiff for six months and plaintiff himself for six weeks, as stated in said answer.

Plaintiff in further replication to said answer states, that about the 21st of April 1867, he was in St. Louis with 3 of his children, that the eldest of them was a girl 16 years of age, and the other two were respectively 8 and 3 years of age; that about the same day and year defendant asked plaintiff to come out with his said 3 children to defendant's farm, and live with him and work for him, that defendant

then promised, that he would pay plaintiff for his work, what he reasonably deserved, and that he would pay plaintiffs daughter for her work what she might reasonably deserve, ^{and} that he would not charge anything for boarding plaintiffs two small children. Plaintiff further states, that he then accepted the proposition of defendant and went out to his farm with his said 3 children, the next day after said agreement, that plaintiff and his said daughter worked for defendant on his farm ^{from} the 22nd of ~~October~~ 18 April 1867. till about the 25th of October 1867, when plaintiff with his said 3 children left defendant.

Plaintiff further states, that about the beginning of Sept^r 1867, he and defendant had a settlement of all their mutual claims, except the note, described in plaintiffs petition, that at that settlement the board of plaintiff ^{and other charges} and children, were set off and accounted against what plaintiff ~~was entitled~~ was entitled to for his work and labor performed on defendants farm, and that then a balance of fifty dollars remained in plaintiffs favor. plaintiff further states, that about October 1867, he received of defendant seventy six dollars,

and that plaintiff appropriated this amount to the payment of the balance aforesaid and has credited defendant with the remaining twenty six dollars on the note sued on.

Plaintiff therefore repeats his statement in his petition and asks judgment as therein asked.

Henry F. Ahrens
Atty for plff.

On the Petition
of William H. Hunt
May Term 1868.

August Smith

^{vs}
Henry Woodman

Replevin
of
Personalty.

Giles May 18th 1868,
J. H. Hunt & Co.

The State of Missouri,
John Mc Kee

1868

Wm Smith & Co
New York

Dear Mr

WITNESS, **ELIAS F. HONEY**, Clerk of our said

this day of

A. D. 1868

Clerk.

St. Anne St. A.

SUBPOENA.

To Jefferson Circuit Court.

Nov Term, 1868

Smith
vs
Giechelmann

For Duff
A E Mockbee

John Williams
Sheriff-fee

50

I certify the within is a Jefferson County Missouri
30th Day of October 1868 and at 2 Moore Klee my
Heeding the same to serve

John Williams
Sheriff

Smith & Co } Book 5: p 622, \$2100. 6 of 0
 vs. Grindelman } Nov 23 ~ 1868,

E. P. Humey CLK, cop. Feb, $\frac{20}{100}$ cas $\frac{50}{100}$ \$.70
 clock $\frac{10}{100}$ with & cop $\frac{11.70}{100}$ files $\frac{20}{100}$ 1.40
 aut. 20, Rep $\frac{20}{100}$ Indexes $\frac{20}{100}$ Ind to Indg $\frac{10}{100}$ 20
 cont. $\frac{25}{100}$ dept. $\frac{35}{100}$ Let $\frac{2}{100}$ Indg $\frac{50}{100}$ Indg $\frac{20}{100}$ 1.30
 making costs. $\frac{25}{100}$ P.B. $\frac{10}{100}$ 10 p.w. $\frac{25}{100}$.60

\$4.70 4.70

Jno Williams Shff sero Sept, \$1.00

Calls 20 1.20

sero 1 Spw 50

1.7 0 1.70

Witnesses,

A E Mockbee 1 day 16 miles, \$2.25

Joe Langoniar out Co, 10 80 " 7.65

Laura Smith " " 3.52 " 7.96 17.89

\$

\$

\$24.29