

May 1868 No 143

Frauds, James

VS

Dinkins, James

Debt

Debt on \$150 note and \$230 paid
as defendant's security on notes
to Joseph Harrison and William N.
Maupin; livestock, wagon, and interest
in saw mill attached; plaintiff also
"Evins"

153,82



Conceal before the first day
of February next I had my
self to pay charges for
one new dress and fifty
dollars for outfit money
of him having in hand from
last till paid at the rate of
ten per cent.
This the first day of celebration
And James Quinkins



Cases before the first day of march next
I was either of our kind and served to pay
William Dauphin one hundred and ten dollars for
for value received of him having ten per cent
from date well paid the 20 of August 1864
Dance in kind
James Evans

Wm. Dauphin

For value received
I assign the within
note to James Wain
without recourse
on me this 20th day
of February 1868
William ^{his} ~~Wain~~ ^{mark}

Attest,

Jos. J. Williams



and I will either of the kind and address
to pay Joseph Harrison one hundred and
thirty dollars for which we received of him
having in hand from that bill paid at
the rate of ten per cent

This August the 30 1864

James Perkins
James Esling

13149

Excitatory Cus in
the within note
B 70. this the 2 day of note

1861

James Evans vs The Circuit
Court of Jefferson
James Dinkins County Missouri

Plaintiff states that the Defendant
by his promissory notes herewith
filed and dated one on the
1st day of October 1867 for the sum
of one hundred and fifty-Dollars
and due on the first day of February
1868 with interest from date at the
rate of Ten per cent payable to
the order of James Evans, and
one promissory note herewith
filed dated August 30th 1867
payable to the order of Joseph
Harrison for the sum of one hundred
and Twenty Dollars due and
payable ~~on~~ on the first day
of November 1867 executed and
signed by James Dinkins as principal
and James Evans as security—
and credited by a payment of
seventy Dollars on the 2nd day of
November 1867 which was paid
by Defendant leaving a balance
due on said note of fifty-one Dollars
and forty nine cents which has since
been paid by Plaintiff

which said note bears interest at
the rate of Ten per cent from the date
thereof and which is now due to
Plaintiff; and one promissory note
herewith filed dated August 26th
1867 and due on the 1st day of March
1868 payable to the order of W. H. Mans
in for one hundred and Ten Dollars
with Ten per cent interest from date
Signed by James Dinkins as principal
and James Mans as security and
Assigned to Plaintiff by said
Mans for value received on the
20th of February 1868, ^{all of which are due plaintiffs} for all of
which together with interest, the
Plaintiff asks judgment.

Jos. J. Williams
Att'y for Plaintiff

James Evans
vs. Attachment in
James Dinkins Civil action

This affiant states that the
plaintiff in the above entitled
Cause has a just demand against
the Defendant therein as follows, to wit,
one note now due for the sum of
one hundred and fifty five and $\frac{82}{100}$ Dollars

and one note now due for the sum of
~~one hundred and and fifteen~~ Fifty
one and $\frac{49}{100}$ Dollars

and one note which will become due
on the first day of March 1868
for the sum of one hundred and fifteen
Dollars and fifty cents and that the
amount which this affiant believes
the plaintiff ought to recover after
allowing all just Credits and set offs,
is Three hundred and ^{Twenty} ~~Eighty~~ Two and $\frac{81}{100}$ Dollars
and that this affiant has good reason
to believe and does believe that the Defend-
-ant is about to remove out of the
State of Missouri with the intent to
change his domicile and that the
Defendant is about fraudulently to conceal
remove or dispose of his property or effects
so as to hinder or delay his creditors
and that the Defendant is about

Fraudulently to convey or assign
his property or effects so as to
hinder or delay his Creditors

Signed, James Evans

Subscribed and
sworn to before me
this 21st February 1868
Elias J. Hooley Clerk for Ct

Index Book 20th Mes
E. J. Hooley
Recorder

Attachment in
Civil Action

James Evans as
Principal and
as

The conditions of the above obligation is that whereas James Evans as plaintiff is about to commence a suit by attachment in the Circuit Court of Jefferson County Missouri against James Dinkins Defendant wherein the amount sworn to is Three hundred and Twenty five 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 refunded to the Defendant or found to have been received by the Plaintiff and not justly due to him and pay all damages that may accrue to any

Defendant or Garnishee by reason
of the Attachment or any process
or proceeding in the suit; or by
reason of any ~~process~~ judgment
or process thereon then this
obligation to be void otherwise to
remain in full force;

Witness our hands and seals

Attest
Jos. J. Williams

James E. ^{Seal}
James C. Powers ^{Seal}
Abigail ^{his} Williams ^{Seal}
mark

Approved this
31st day of
February 1868
E. J. King, Clerk Circuit Court

James Wilson
James Smith's

Attachment
Horn

Filed July 20th 1868

W. H. H. H. H.
Horn

STATE OF MISSOURI,
COUNTY OF JEFFERSON.

The State of Missouri to the Sheriff of Jefferson County, Greeting:

WE COMMAND YOU to attach

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 *Three hundred and Twenty two* dollars and *Eighty one* cents, with interest and costs of suit, in whose possession soever the same may be found in your county, and that you summon the said

that *he* be and appear before our Circuit Court of the county of Jefferson, on the first day of the next term thereof, to be holden at the Court House in Hillsboro, in said county of Jefferson, on the *Fourth* day of *May*, next, then and there to answer the petition of

wherein *he* ask judgment for *Three hundred and Twenty two* dollars and *Eighty one* cents, and that you also summon

and all other persons that you shall find in the possession of goods, money 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 attorney shall direct, as garnishees, to be and appear before our said court, at the time and place aforesaid, then and there to answer such allegations and interrogatories as may be exhibited against them; and have you then and there this writ.

IN TESTIMONY WHEREOF, the undersigned, Clerk of the said Jefferson Circuit Court, has hereto signed his name and affixed the seal of said Court, at office, this *2nd* day of *February*, 186*5*.

Oliver Henry Clerk.
P. J. Morris Depy

This Writ of attachment came to hand this 21st day of February 1868 and I did on the same day Levy the same upon Seize and attach the following Personal Property of James Dinkins to wit one mule, two yokes of oxen and horse wagon, one mule wagon, two pr. of harnesses, and one third interest in a certain saw mill and I further executed this Writ in the County of Jefferson State of Mo on the 21st day of February 1868 on James

Dinkins by leaving a true copy of this Writ and Petition at his usual place of abode with a white person of his family over the age of fifteen years

John Williams Sheriff

710 143

25th 86

Jefferson Circuit Court.

Term, 1868

James Dinkins

James Dinkins

John Williams
Sheriff for \$200

21st February

James Ervin, Plaintiff
 Against
 James Dinkins, Defendants } In the Circuit Court
 of Jefferson Co. Mo.
 Attachment.

We James Ervin as
 principal and James Makee and
 John A Alderson
 as sureties owe and stand indebted to John
 Williams Sheriff of Jefferson County Mo.
 in the sum of \$100 hundred dollars, upon
 this condition. That whereas under a writ of
 attachment issued in the above entitled
 cause the said Sheriff has this day attached
 the following property or the property of said
 defendant, to wit 1 Mule Two yoke
 of oxen + Wagon and 1 four Horse Wagon
 and 2 sets of Harness and one third interest
 in the Saw Mill

And whereas said Sheriff has this day delivered said
 property to said James Ervin for safe keeping
 now if the said James Ervin shall well truly
 deliver said property to said John Williams or
 his successor in office when thereto required
 by him, then the above bond shall be void other
 wise it shall remain in full force.

Witness our hands and seals this 21st day of Feb 1868.

John Williams
 Sheriff

James Ervin
 James Makee
 John A Alderson

Recd
 Recd
 Recd

John Williams
Sherrill Dec 75

James Evans
James Dunbar }
7200 = 2000

See Bill,

CC Henry St. apt let .75 50
doest " 10 mil 4.00 apt 10 file 20 Bond 50

\$1.25

1, 90

paid up for 10 dis 35 and 20 judgt. for each 50 15

1, 30

making each 20 20 10 20 10

80

\$5.25

John Williams Sheriff,

do with. Kopifore, \$2.00

Bond for delin .75

\$2.75

Evans

vs

Dinkens

Free Bill