

March 1870

Leonard, Ira E., assignee of
Cady, A. F.

vs.
Cady, D. K.

Garnishment

Hamilton N. Jenkins, George Kosaback,
Margaret Kosaback, Christian Zollman
garnishees

INTERROGATORIES TO GARNISHEE, UNDER ATTACHMENT OR EXECUTION.

Joel Leonard *Plaintiff* *vs.* *J. H. Cary*
A. F. Cary
vs.
J. H. Cary

In the *Circuit Court*
of *Jefferson County* *Mo.* Term, 1870

In the above entitled cause, the plaintiff exhibits the following interrogatories to be answered by

Hamilton N. Jenkins

who has been summoned as garnishee herein.

1. At the time you were summoned as garnishee in this cause, had you, or have you since that time had, or have you at the time of answering these interrogatories, in your possession or charge, or under your control, any personal property, money, rights, credits, bonds, bills, notes, drafts, checks, or other choses in action, belonging to the defendant, or either of them, or in which *he* or either of them, had or has any interest? If so, state and describe the same fully; and answer whether, between the time of your garnishment herein, and the time of your answering these interrogatories, any such bonds, bills, notes, drafts, checks, or other choses in action, of the defendant, or either of them, or in which *he* or either of them, had or has an interest, and which may have been in your possession or charge, or under your control, as aforesaid, have been, since your garnishment herein, converted into money; particularly describing any that may have been so converted, and stating the amount of money received by you on account thereof, and when and from whom the same was received.

2. When you were summoned as garnishee in this cause, were you, or have you since become, or are you at the time of answering these interrogatories, indebted to the defendant, or either of them? If so, state the nature and amount of that indebtedness, and when the same became due, and whether it is evidenced by any writing, and describe any such writing particularly.

3. When you were summoned as garnishee in this cause, were you bound by any contract to pay the defendant, or either of them, any money or property, which will become due from, and payable by you, to the defendant, or either of them, after the time when you answer these interrogatories? If so, state the nature of such contract, and the amount of such money, and the nature and value of such property, and the time when it will become due and payable.

William T. Brown

Attorney for Plaintiff.

Ira E. Leonard & Wynne
if
A. H. Cady & Sargent
2)

J. K. Cady
Interrogatories to
Hamilton & Jenkins

Filed March 7/84
E. H. Honeycutt

INTERROGATORIES TO GARNISHEE, UNDER ATTACHMENT OR EXECUTION.

Ira B. Lemar, assignee of Judgment of
A. F. Cady

vs.

D. R. Cady

In the *Circuit Court of Jefferson*
County *Mo.* Term, 1870

In the above entitled cause, the plaintiff exhibits the following interrogatories to be answered by

George Roraback

who has been summoned as garnishee herein.

1. At the time you were summoned as garnishee in this cause, had you, or have you since that time had, or have you at the time of answering these interrogatories, in your possession or charge, or under your control, any personal property, money, rights, credits, bonds, bills, notes, drafts, checks, or other choses in action, belonging to the defendant, or either of them, or in which *he* or either of them, had or has any interest? If so, state and describe the same fully; and answer whether, between the time of your garnishment herein, and the time of your answering these interrogatories, any such bonds, bills, notes, drafts, checks, or other choses in action, of the defendant, or either of them, or in which *he* or either of them, had or has an interest, and which may have been in your possession or charge, or under your control, as aforesaid, have been, since your garnishment herein, converted into money; particularly describing any that may have been so converted, and stating the amount of money received by you on account thereof, and when and from whom the same was received.

2. When you were summoned as garnishee in this cause, were you, or have you since become, or are you at the time of answering these interrogatories, indebted to the defendant, or either of them? If so, state the nature and amount of that indebtedness, and when the same became due, and whether it is evidenced by any writing, and describe any such writing particularly.

3. When you were summoned as garnishee in this cause, were you bound by any contract to pay the defendant, or either of them, any money or property, which will become due from, and payable by you, to the defendant, or either of them, after the time when you answer these interrogatories? If so, state the nature of such contract, and the amount of such money, and the nature and value of such property, and the time when it will become due and payable.

William H. Brown

Attorney for Plaintiff.

Isa E Leonard apptd
Judge of
A. F. Cady, ~~Judge~~
~~Isa E Leonard~~

(2)

W. K. Cady -
Interrogations to
George Noraback

Filed Mch 7 1870
C. H. H. H.

INTERROGATORIES TO GARNISHEE, UNDER ATTACHMENT OR EXECUTION.

In E. Semard assignee of Judgment of

A. F. Cady

vs.

S. K. Cady

In the *City and County of*
Jefferson County Term, 18 *90*
March

In the above entitled cause, the plaintiff exhibits the following interrogatories to be answered by

Morgan Rorobuck

who has been summoned as garnishee herein.

1. At the time you were summoned as garnishee in this cause, had you, or have you since that time had, or have you at the time of answering these interrogatories, in your possession or charge, or under your control, any personal property, money, rights, credits, bonds, bills, notes, drafts, checks, or other choses in action, belonging to the defendant, or either of them, or in which *he* or either of them, had or has any interest? If so, state and describe the same fully; and answer whether, between the time of your garnishment herein, and the time of your answering these interrogatories, any such bonds, bills, notes, drafts, checks, or other choses in action, of the defendant, or either of them, or in which *he* or either of them, had or has an interest, and which may have been in your possession or charge, or under your control, as aforesaid, have been, since your garnishment herein, converted into money; particularly describing any that may have been so converted, and stating the amount of money received by you on account thereof, and when and from whom the same was received.

2. When you were summoned as garnishee in this cause, were you, or have you since become, or are you at the time of answering these interrogatories, indebted to the defendant, or either of them? If so, state the nature and amount of that indebtedness, and when the same became due, and whether it is evidenced by any writing, and describe any such writing particularly.

3. When you were summoned as garnishee in this cause, were you bound by any contract to pay the defendant, or either of them, any money or property, which will become due from, and payable by you, to the defendant, or either of them, after the time when you answer these interrogatories? If so, state the nature of such contract, and the amount of such money, and the nature and value of such property, and the time when it will become due and payable.

William Brown

Attorney for Plaintiff.

Ira P. Leonardson
A. F. Cady, Judson

D. K. Cady -
Interrogatories to
Margaret Horaback

Filed M^cK 74800
E. H. May 21

INTERROGATORIES TO GARNISHEE, UNDER ATTACHMENT OR EXECUTION.

Ira B Leonard assignee of Judgment of

A. F. Leary

vs.

D. K. Leary

In the *Lefferson County*
Circuit Court Term, 18 *70*
Nov

In the above entitled cause, the plaintiff exhibits the following interrogatories to be answered by

Christian Goleman

who has been summoned as garnishee herein.

1. At the time you were summoned as garnishee in this cause, had you, or have you since that time had, or have you at the time of answering these interrogatories, in your possession or charge, or under your control, any personal property, money, rights, credits, bonds, bills, notes, drafts, checks, or other choses in action, belonging to the defendant, or either of them, or in which *he* or either of them, had or has any interest? If so, state and describe the same fully; and answer whether, between the time of your garnishment herein, and the time of your answering these interrogatories, any such bonds, bills, notes, drafts, checks, or other choses in action, of the defendant, or either of them, or in which *he* or either of them, had or has an interest, and which may have been in your possession or charge, or under your control, as aforesaid, have been, since your garnishment herein, converted into money; particularly describing any that may have been so converted, and stating the amount of money received by you on account thereof, and when and from whom the same was received.

2. When you were summoned as garnishee in this cause, were you, or have you since become, or are you at the time of answering these interrogatories, indebted to the defendant, or either of them? If so, state the nature and amount of that indebtedness, and when the same became due, and whether it is evidenced by any writing, and describe any such writing particularly.

3. When you were summoned as garnishee in this cause, were you bound by any contract to pay the defendant, or either of them, any money or property, which will become due from, and payable by you, to the defendant, or either of them, after the time when you answer these interrogatories? If so, state the nature of such contract, and the amount of such money, and the nature and value of such property, and the time when it will become due and payable.

William D Brown

Attorney for Plaintiff.

Jra & Leonard assign
A L. Cadiz Sugmt
is

OK Cadiz -
Intergalves to
Christian Goleman

Filed M^c 7/788
E. H. Hiney

Swett & Root }
by
A. F. Cady et al }

Now comes D. K. Cady who has been garnished
in the above cause and in answer to the
interrogatory propounded to him states
that at the time of the service of the garnish-
ment him he was indebted to A. F. Cady
the above named Defendant on a Judgment
of this Court in the sum of Four hundred and ⁵⁰/₁₀₀
dollars, but he is informed that said Judgment
has been assigned to one Geo. E. Leonard
before the service of said garnishment upon
upon him.

Sworn to and subscribed
before me March 2nd
1870,

D. K. Cady

Elias F. Henry clerk
By L. H. Alfred Df

A. F. Cady et al

Answer of D. R. Cady
to Interrogatory.

Filed March 8/1870
E. Henry

At Lady Relf & in the Circuit Court
vs J. J. Jefferson Come
J. K. Lady Deft 3

Now at this day Comes Hamilton N
Jenkins who has been Garnished & answered
interrogatories as to his indebtedness to defendants.
in answer to the interrogatories herein filed
states.

- 1 In answer to the first interrogatory
he did not at the time of the service
of the Garnishment upon him
in the above entitled Cause
nor does now owe the defendant
any money
- 2 at the time of the service of
the Garnishment upon him he
did not have under his contr-
ol, or in his hands any money
property or effects of the Defend-
ant. nor has he any now —
- 3 In answer to the third interrogatory
he says that he did not & is not
in any Contract Breach to pay to
defendant any thing. and
does not owe any thing on
any Contract, H. N. Jenkins

W. A. Jenkins being by me duly sworn as his oath
says that the matters and things contained in the
foregoing answer are true and correct as therein
stated,

Sworn to and subscribed before me

March 5 1887

W. A. Jenkins

Wm. A. Jenkins
Notary Public for Jefferson Co. Mo.

2922

A. J. Lacy

to

A. J. Lacy

care of Hancock

Feb 2nd 1878

E. J. Henry etc

A. Cady Plaintiff } In the Circuit Court
D. K. Cady Deft. } of Jefferson County Mo.

George Koraback who was garnished to answer interrogations as to his indebtedness to Defendant in answer to their interrogations herin filed states,

1st. At the time he was summoned as garnisher in this cause he had not, has not since in his possession or charge any personal property, money, credits bonds bills notes drafts, checks or other choses in action belonging to Defendant ~~except as stated in answers to interrogatory~~

2nd At the time of being summoned as garnisher he was and now is indebted to the said Defendant, in the sum of about five hundred and fifty dollars, being for a piece of land & bought of said Deft., and for which he holds two notes - one I think was due last June and the other on the first of last Sept., which notes are secured by a Deed of Trust. ~~I have been informed that said notes have been assigned on said property. I do not know who holds said notes to and are now held by B. Horton of St Louis Mo.~~
~~at this time or at the time I was garnished~~

3rd When he was summoned as garnisher in this cause he was not nor is he now bound in any contract to pay Deft. any money at any future time except, as stated in answers to interrogatory 2nd,

George K. Koraback

George Koraback being by me duly sworn on his oath says that the matters and things set forth in the above answer are true and correct

as therein stated

Sworn to and subscribed George, R. Karabach,
before me Nov. 8th 1870.

Wm. M. Mullin Clerk of Jefferson Co. Mo.

Wm. Mackay
J. H. Mackay
Care of Danvers

Recd. March 8th 1876
E. H. H. H. H.

A. Cady Plff } In the Circuit Court
D. K. Cady Deft. } of Jefferson County Mo

Now at this day comes Christian Zollman
who has been garnished to answer to interrogations
as to his indebtedness to defendants in answer to their
interrogations herein filed states

1st. In answer to the first interrogatory he did not at
the time of the service of the garnishment upon
him in the above entitled cause nor does he now owe
the defendant any money.

2nd At the time of the service of said garnishment
upon him he did not have nor has he now under
his control ~~any~~ or in his hands any money, prop-
erty or effects of the defendant - and was not then
yet is not now indebted to the defendant.

3rd When he was summoned as garnished in this cause
he was not bound in any contract to pay the defendant
any money or property which will become due after
the time of answering these interrogatories - nor
is he now so bound, C. Zollman

Christian Zollman being by me duly sworn his
oath says that the matters and things stated in the above
answers are true and correct as therein stated.

Sworn to and subscribed before me C. Zollman
March, 8th 1870

Wm. Mullin Clerk of Court Jefferson Co. Mo.

W. B. Lacy

W. B. Lacy

Owner of Panther

See March 8, 1878
of Henry C. C.

A. F. Cady } Judgment & Execution.
D. K. Cady }

Now at this day comes the sixth
in the above entitled Cause & moves the
Court to order the Sheriff to stay further pro-
ceeding on the execution issued herein
until further order, for the following
reasons.

1. Because the Defendant has been garnished
in a case in this Court wherein Jewett &
Rort are Plaintiffs and A. F. Cady
is Defendant, the amount for which he
~~being~~ garnished being more than the
amount of said execution.

John L. Thomas
Atty for Defendant.

A. F. Cady

3
D. C. Cady

Motion to stay Secu-
tion.

Filed March 9 1870
E. F. Honey Ck

As C. Leonard assignee of
D. F. Cady's Judgment

vs

Hamilton H Jenkins Garnishee
of D. F. Cady

Superior Court
of Jefferson County

- 1 The attorney for the Judgment creditor for answer to the Answer of the garnishee herein, says that said garnishee did at the time of the service of the Garnishment upon ^{him} in the above entitled cause owe the defendant in the execution D. F. Cady and that said garnishee now owes said defendant money both on account and on notes and by verbal promise to pay for value received
- 2 and that at the time of the service of the garnishment herein, that said Hamilton H Jenkins did have under his control, and in his hands and possession money, property, goods merchandise and effects of the defendant and now has under his control, and in his hands, and possession money, property goods and merchandise and effects of the defendant
- 3 That said garnishee is now and was at the time of the service of said garnishment bound in and by a contract to pay the defendant money, goods and property and does owe the defendant by contract money, goods & property

That the said Hamilton & Jenkins said
 Garnishee, and said D.K. Cady have combined
 confederated and conspired to cheat, defraud
 hinder and delay the creditors of said
 D.K. Cady, and in pursuance of and
 to carry out said fraudulent design
 and purpose, the said D.K. Cady has made
 a fraudulent conveyance of his real estate to
 said Hamilton & Jenkins without any
 consideration while the said Jenkins and Cady
 were partners, and the said Cady has made
 a false and pretended sale of his interest in
 the ~~time~~ and store store of said Cady and
 Jenkins in which they were and are now in fact
 partners which said ~~sale~~ was fraudulently
 made, without consideration, to cheat and
 defraud hinder and delay the creditors of
 the said D.K. Cady of which said Jenkins had
 notice, and in truth and fact the goods the
 property, the merchandise, accounts & effects
 in said time and store store in the possession of
 and under the control of said Jenkins are partly
 owned by said D.K. Cady and is his property,
 goods &c and the said answer of said
 Garnishee is not true and is denied

William D Brown
 Atty

Cady assigns

Jenkins Garnishee,

Filed March 17 1878
 C. J. Henry and

In & Linnard assigned
A. F. Cady's Judgment
vs
George Rombach
Garnishee of D. K. Cady

In the Circuit
Court of
Jefferson County
March 12 1890

- 1 Now at this day comes the Judgment creditor and denies the answer of George Rombach as garnishee, in so much thereof as says that at the time he was summoned as garnishee in this cause he had not, has not not since in his possession any personal property, money, credits, bonds, bills, notes, drafts, checks or other choses in action belonging to defendant in the execution of D. K. Cady
- 2 And states that at the time aforesaid that said garnishee was and still is indebted to said D. K. Cady in the sum of five hundred and fifty dollars and interest thereon for a piece of land bought by said garnishee of said D. K. Cady, evidenced by two promissory notes given to said D. K. Cady which by the terms of payment specified in said notes become due and payable prior to Oct 1889 and are secured by deed of trust on the property sold. And denies so much of said answer as states information that said notes have been assigned and are now held by B. Horton

of which the said charge that if a letter
was assigned to said Norton, that said
assignment was made after the maturity of
said notes and without any consideration
fraudulently and for the purpose of
cheating, defrauding and delaying the
said Norton and that said Norton is not

the legal owner and holder of said notes
as his name for value without notice
before maturity -
That said promise was and now is being
in a contract (trust by said notes) they
are said to have the sum of money obtained

William H Brown

Atty

Jra E Leonard ^{assn}
J. B. H. Cady

George Norabuck
Garnisher of D. K. Cady

Journal of Garrison & others
William W. Brown
atty

Filed March 12 1876
E. H. H. Cady

A. L. Laddy's agent

to
C. G. Goleman garnisher
of D. K. Laddy

- 1 For denial of the answer of the Garnisher
said Garnisher did at the time of the service of the
garnishment upon him owe and does now ^{owe} the
defendant D. K. Laddy money, the amount
thereof not known
- 2 That said garnisher did at the time aforesaid
have and now has under his control, in
his hands money, property, & effects of the
defendant and is indebted to the defendant
and was at the date aforesaid
- 3 That said garnisher at the time aforesaid
was, and now is bound in a contract to pay
the defendant money and property

William H. Brown
att'y

Leady
is

Leady-Gollman
Gommes

General of America

William Brown
atys

Filed March 13/80
E. Henry C. R.

Ira B. Leonard assignee	}	In the Circuit Court of Jefferson Co. Mo.
of judgment of		
A. G. Cady		
^{vs}		
D. K. Cady		

Now at this day Comes the
Ira B. Leonard assignee as
aforesaid and moves the Court
to set aside the sale made
on the 15th of March 1870
by the Sheriff of Jefferson
County Missouri on the
Execution in his hands on
the judgment in the above
Cause at which John
L. Thomas was the
Purchaser, for the
following reasons, viz,

151-

Became the Real Estate
Levied on under said
Execution & sold to said
Thomas was offered for sale
& sold by said Sheriff to
said Thomas after the same
had been put up by said
Sheriff under said Execution
for sale & sold to said

Ira E. Leonard, & struck off
to him as the highest and
best bidder therefor,

2nd Because said Sheriff put
said Land up for sale under
said Execution and sold the
same to said John L. Thomas
in violation of the order of
said Leonard the owner of
the judgment on which
said Execution was issued
to and for whose use and
benefit said Execution
was issued and after said
Leonard by his attorney had
directed him not to resell
said Land under said Execution
the cause said Sheriff
sold said Land in violation
of the instructions of said
Ira E. Leonard at the request
of said John L. Thomas who at
the time knew that said Sheriff
had been so directed not to
resell said Land

Box 2709 -

Monica and Sue

of Leah

Leah

Order to set
aside sale under
execution

Filed March 16th 1886
C. J. Henry att
Wm. H. Ogden

Brown & Williams
Atty. for Ira E. Leonard

[Faint, illegible handwritten notes or a ledger entry, possibly containing numbers and names.]

McClelland Assignee
of A. H. Cady, Plaintiff
v
D. K. Cady, Defendant

Now at this day comes John L. Thomas and moves the Court to set aside the order made by the Court in the above cause setting aside the sale of land to said Thomas under an execution in the above case for the following reasons:

1. Because said order was improperly made.
2. Because said Thomas is not a party to said the motion made by Plaintiff to set aside said sale.
3. Because the sale to said Thomas was valid and should not have been set aside

John L. Thomas
Pro Se.

Removal of
of body
as
Leach

Notion of
East side of the
Sitting side of the

Black March 22 1884
Black March 22 1884

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 . . . 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 Four Hundred and Sixty four dollars and fifty 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 . . . 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 27th day of March . . . next, then and there to answer the interrogatories of J. Cady petition of

wherein . . . judgment for said sum of Four Hundred & Sixty four dollars and fifty cents, and that you also summon

George Roxaback. Margaret Roxaback
Christina Goldman & Dometton. V. Jenkins

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 day of 186 . .

Elias F. Harey Clerk.

Serveed The within this 18th day of February 1870 by Garucheeing
George Rorabek and Maryneat Rorabek and Christian
Jollmann and Hammett, W. Jankous to appear before
our Circuit Court of Jefferson County Mo.

fees \$ 4.00

Fred Luchtemayer Sheriff
By Fred Vollmann
Deputy

TO

Jefferson Circuit Court.

Term, 186 ,

10 H. Lundy

Serveed the 18th day

