

Tofferson County  
Case Files - Civil  
September 1870

Circuit

Court

Box

27 Folder 36

Gould, William, Jr.

vs

Leonard, Ira E.

Debt

Debt \$728.92 judgment from  
December 1860 in U.S. District  
Court, Wisconsin; change of  
venue to St. Francois County

District Court of the United States of America for the District of Wisconsin.

United States of America, } ss.  
DISTRICT OF WISCONSIN.

At a *Special* term of the District Court of the United States of America, for the District of Wisconsin, begun and held, according to law, at the City of Milwaukee, in said District of Wisconsin, on the *first* Monday, (being the *first* day) of *October* A. D. 1860,  
Present the Honorable ANDREW G. MILLER, Judge of said Court, presiding.

*John H. Lewis* Marshal, *John M. Miller* Clerk.

Among other the following proceedings were had, to wit:

*William Gould, David Banks,  
David Banks Jr. & Charles B. Banks*  
Surviving partners of Anthony  
Gould, deceased plaintiffs

*Oran E. Leonard*  
defendant

*At Law*

Be it remembered that heretofore, to wit: on the Eleventh day of September A. D. 1860, came the above named plaintiffs by their attorney Mr. Traser, and filed their praecipe for a summons against the above named defendant, as follows:

United States District Court for District of Wisconsin.

*William Gould, David Banks  
David Banks Jr. & Charles B. Banks*  
Surviving partners of Anthony Gould, deceased

*Oran E. Leonard*

*Assumpsit  
Damages \$1000.*

Summons in favor of the plaintiffs against the defendant in the above entitled cause returnable on the first Monday of October 1860 & deliver to Marshal. Dated September 11 1860

J. M. Miller, Clerk &c

Whereupon a summons issued as follows:

*Chas. B. Traser  
Plffs atty*

*Praecipe  
for  
Summons*

THE UNITED STATES OF AMERICA, }  
DISTRICT OF WISCONSIN, } ss.

The President of the United States of America, to the Marshal of the District of Wisconsin, —Greeting:  
YOU ARE HEREBY COMMANDED TO SUMMON

Dea

Wm. C. Leonard

to appear before the District Court of the United States of America,  
for the District of Wisconsin, aforesaid, at  
on the first Monday of October Milwaukee  
there to answer unto ensuing, then and

William Gould, David Banks,

David Banks Jr. and Charles B. Banks,

burning factories of clothing Gould, deceased

in a plea of *negligence in the case on premises to their* damage, *due them and*  
Dollars, which shall then and there be made to appear. And of this writ make due return.

WITNESS the Hon. ANDREW G. MILLER, Judge of the said District Court of the United States, at  
the City of Milwaukee, in the said District of Wisconsin, this *Sixteenth* day of *September*  
in the year of our Lord, one thousand eight hundred and ~~the~~ *sixty* and of the Independence of the United  
States, the eighty-*eight*

A. C. Frazer

Attorney.

J. M. Miller

Clerk.

58  
January Term, 1861

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William Gould  
David Banks  
David Banks Jr.  
Charles B. Banks  
Surviving partners vs

vs.

W. E. Leonard

---

**Summons.**

Damages, \$.....

Filed, ..... 18

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Return

Summons returned: "I hereby deputize Peter Rogan to serve & return this summons. J. H. Lewis, Marshal.

Served on the within named Da C. Leonard by showing him this summons and delivering him a copy thereof this fifteenth day of September, 1860 J. H. Lewis, Marshal By Peter Rogan, Special Deputy, State of Wisconsin, Jefferson county } The above return subscribed and sworn to before me this 15<sup>th</sup> day of Sept, 1860, Bernhard Miller, Justice of the Peace.

October 1. 1860, This day came the plaintiffs by their attorney and filed their declaration as follows. To wit: —

Declaration

District Court of the United States

For the District of Wisconsin

Of the first Monday of October A.D. 1860

District of Wisconsin, ss.

William Gould, David Banks

David Banks Jr. and Charles D. Banks, plaintiffs in this suit, who and one Anthony Gould, at the time of making the several premises hereinafter mentioned and set forth, were partners doing business as such in the city of Albany in the state of New York under the firm name and style of Gould, Banks & Co. and who are citizens of the state of New York by A. C. Fraser their attorney, complain of Da C. Leonard defendant in this suit who is a citizen of the state of Wisconsin.

For that whereas the said defendant heretofore to wit, on the fifth day of December in the year one thousand eight hundred and fifty five at Albany to wit, at the city of Albany in the

State of New York aforesaid made a certain note in writing commonly called a promissory note bearing date on the day and year last aforesaid, and then and there delivered the said note to the said Gould, Banks & Co., by which said note the said defendant promised to pay to the said Gould Banks & Co. or order, two years after the date thereof the sum of one hundred and forty dollars for value received with interest thereon after one year from the date thereof. By reason whereof the said defendant then and there became liable to pay to the said Gould, Banks & Co. the said sum of money in the said promissory note specified and interest thereon as aforesaid according to the tenor and effect of the said promissory note. And the said plaintiffs aver that since the making of the said promise as aforesaid and before the commencement of this action to wit, on the 15<sup>th</sup> day of May A.D. 1858 the said Anthony Gould died leaving the said plaintiffs the only surviving partners of the said firm of Gould, Banks & Co.

And whereas also the said defendant heretofore to wit, on the twenty second day of July, in the year one thousand eight hundred and fifty six at Castile to wit, at the village of Castile in the State of New York aforesaid, made a certain other note in writing commonly called a promissory note bearing date the day and year last aforesaid, and then and there delivered the said last mentioned note to the said Gould Banks & Co. By which said

✓ Last mentioned note the said defendant promised to pay to the said Gould Banks & Co or bearer at Albany to wit, at the city of Albany in the state of New York aforesaid, one year from the date thereof the sum of one hundred and eight dollars and ninety seven cents for value received By reason whereof the said defendant then and there became liable to pay to the said Gould Banks & Co the said sum of money in the said last mentioned promissory note specified according to the tenor and effect of the said promissory note. And the said plaintiffs aver that since the making of the said last mentioned promise and before the commencement of this action to wit on the 15<sup>th</sup> day of May A.D. 1858 the said Anthony Gould died leaving the said plaintiffs the only surviving partners of the said firm of Gould, Banks & Co.

✓ And whereas also the said defendant heretofore, to wit, on the day and year last aforesaid at the place last aforesaid to wit at the village of Acetile in the state of New York aforesaid made a certain other promissory note in writing bearing date ✓ the day and year last aforesaid and then and there delivered the same to the said Gould Banks & Co. By which said last mentioned note the said defendant promised to pay to the said Gould Banks & Co or bearer at Albany, to wit, at the city of Albany in the state of New York aforesaid two years from the date thereof the sum of one hundred and eight dollars and ninety seven cents for value received with interest after one year from the date thereof. By reason whereof the said defendant then and

there became liable to pay to the said Gould, Banks & Co. the said sum of money in the said last mentioned promissory note specified according to the tenor and effect of the said promissory note,

And the said plaintiffs aver that since the making of the said last mentioned promise and before the commencement of this action to wit, on the 15<sup>th</sup> day of May A.D. 1858 aforesaid the said William Gould did leaving the said plaintiffs the only surviving partners of the said firm of Gould, Banks & Co.

And whereas also the said defendant heretofore to wit on the day and in the year last aforesaid, at Castile to wit, at the village of Castile in the state of New York aforesaid made a certain other note in writing commonly called a promissory note bearing date the day and year last aforesaid and then and there delivered the said last mentioned note to the said Gould, Banks & Co. By which said last mentioned note the said defendant promised to pay to the said Gould, Banks & Co. or bearer at Albany to wit at the city of Albany in the state of New York aforesaid three years from the date thereof the sum of one hundred and eight dollars and ninety seven cents for value received with interest after one year from the date thereof. By reason whereof the said defendant then and there became liable to pay to the said Gould, Banks & Co. the said sum of money in the said last mentioned promissory note specified according to the tenor and effect of the said last mentioned promissory note. And the said plaintiffs aver that since the making of the said

last mentioned promise and before the commencement of this action to wit on the 15<sup>th</sup> day of May A.D. 1858, the said Anthony Gould died leaving the said plaintiffs the only surviving partners of the said firm of Gould Banks & Co.

And whereas also the said defendant heretofore to wit on the day and in the year last aforesaid at Castile to wit the village of Castile in the state of New York aforesaid made a certain other note in writing commonly called a promissory note bearing date the day and year last aforesaid and then and there delivered the same to the said Gould, Banks & Co. By which said last mentioned note the said defendant promised to pay to the said Gould Banks & Co or bearer at Albany to wit at the city of Albany in the state of New York aforesaid four years from the date thereof the sum of one hundred and eight dollars and ninety seven cents for value received, with interest after one year from the date thereof. By reason whereof the said defendant then and there became liable to pay to the said Gould, Banks & Co the said sum of money in the said last mentioned promissory note specified according to the tenor and effect thereof. And the said plaintiffs aver that since the making of the said last mentioned promise and before the commencement of this action to wit on the 15<sup>th</sup> day of May A.D. 1858, the said Anthony Gould died leaving the said plaintiffs the only surviving partners of the said firm of Gould Banks & Co.

And whereas also the said defendant heretofore to wit on the first day of September A.D. 1858 at the

place last aforesaid, in consideration that  
the said Gould Bank & Co. at the instance and request  
of the said defendant had before that time sold  
and delivered to the said defendant divers goods  
wares and merchandize of them the said Gould  
Bank & Co. the bill of particulars of which is  
hereto annexed the said defendant undertook  
and then faithfully promised the said Gould  
Bank & Co. to pay them so much money as the  
said last mentioned goods wares and merchandize  
at the time of the said sale and delivery thereof  
were reasonably worth when the said defendant  
should be thereunto afterwards requested, and  
the said plaintiff aver that the said goods wares  
and merchandize at the time of the sale and  
delivery thereof were reasonably worth the sum  
of nine dollars and twenty five cents whereof the  
said defendant afterwards to wit, on the same  
day and year last aforesaid and at the place  
aforesaid, had notice. And the said plaintiff  
further aver that since the making of the said  
last mentioned promise and before the com-  
mencement of this action to wit on the 15 day of  
May<sup>15</sup> 1858 aforesaid, the said Anthony Gould died,  
leaving the said plaintiff the only surviving part-  
ners of the said firm of Gould Bank & Co. —

Nevertheless the said defendant, although  
often requested to wit, on the days when the said  
promissory notes and the said account severally  
became due and payable according to the tenor  
and effect thereof and oftentimes since to wit at the

place aforesaid, has not yet paid the said several sums of money above mentioned or any or either of them or any part thereof to the said plaintiff, but to pay the same or any part thereof to the said plaintiff the said defendant has hitherto altogether refused and still does refuse to the damage of the said plaintiff of one thousand dollars and therefore hereby bring suit so

A. C. Fraser

Attorney for plaintiff

Dr. C. Leonard Esq

Dr. Gould Bank. Ac. Dr.

1856

Oct 8 To 12<sup>th</sup> Vol. Howards Pac Repts in no. 3.00

1857

May 25 " 13<sup>th</sup> " " " " " 3.00

" " " Amendments to Code 25

Dec 13 " 14<sup>th</sup> Vol. Howards Pac Repts in no 3.00

1860

July 9 " Interest on 4<sup>th</sup> 2.00

\$ 11.25

And same day (October 1, 1860) the plaintiff by their attorney entered in the order and rule book a rule to plead according to the rules & practice of said Court, as follows, to wit: -

Rule to  
Plead

William Gould, David Banks

David Banks Jr. and Charles B. Banks

Surviving partners of Anthony Gould, deceased

Of the first Monday  
of October A.D. 1860

Dr. C. Leonard

On motion of A. C. Fraser, Plaintiff's Attorney, ordered that the defendant plead to the plaintiff's declaration on file by the first Monday of November next or his default will be entered.

A. C. Fraser  
Plaintiff's Attorney

Appearance

October 2, 1860, This day came the defendant  
by his attorneys, Messrs. Butler & Martin, and filed  
his appearance, as follows, to wit:

William Gould et al

vs  
Oran E. Leonard

} U. S. Dist Court  
Dist of Wisconsin

You will please enter  
our appearance for the above named defendant  
in the above entitled cause.

Yours &c Butler & Martin

Depts Attys.

Default

And now, at this same term, to wit: October Term  
A. D. 1860, and on the 23 day thereof, to wit: on the third  
day of December A. D. 1860 the following proceedings  
were had, to wit:—

William Gould, David Banks,  
David Banks Jr, & Charles B. Banks  
Surviving Partners of Anthony Gould, deceased

vs  
Oran E. Leonard

} At Law

This day came  
the plaintiffs by their counsel and on their  
motion, it is ordered by the Court that the  
default of the defendant be and is hereby  
entered for his not appearing and pleading to  
the plaintiffs declaration herein filed, and that it be  
referred to the Clerk to ascertain and report what sum the  
plaintiffs ought to recover for their damages. The Clerk  
reported in writing that he assessed the damages to the  
said plaintiffs at the sum of Seven Hundred and  
Twenty Eight dollars and ninety two cents, as follows:—

**District Court of the United States of America,  
FOR THE DISTRICT OF WISCONSIN.**

*William Gould, David Panto  
David Panto Jr., Charles P. Panto  
Surviving Partners of  
Anthony Gould, deceased*

vs.

*Edw. Leonard*

No.

*38*

*Jan*

Term, 186*1*

I, **John M. Miller**, Clerk of the District Court of the United States of America, for the District of Wisconsin, do hereby report that in pursuance of an order of this Court referring to me to ascertain and report the amount due the plaintiff I have assessed the damages to the plaintiff at the sum of *Seven Hundred Twenty eight* Dollars, and *ninety two* Cents.

Damages, \$ *728. <sup>92</sup>/<sub>100</sub>*

Dated, *Dec 3<sup>rd</sup>* 1860

*J. M. Miller*

Clerk.

Judgment

Whereupon it is considered and adjudged by this Court now here that the said Plaintiffs do have and recover of the said defendant *Edw. Leonard* the said sum of *Seven Hundred and twenty eight dollars and ninety two cents* with *Twenty four dollars and eight cents* their costs about their said suit in this behalf by them expended and that they have Execution therefor.

*Judgment Roll signed December 3<sup>rd</sup> A.D. 1860*

Damages \$ *728.92*  
Costs *24.08*

\$ *753.00*

*J. M. Miller*  
Clerk

*Judgment Roll Filed December 3<sup>rd</sup> A.D. 1860  
at five o'clock P.M.*

*J. M. Miller*  
Clerk

( This case was transferred to the Circuit Court  
of the United States for the District of Wisconsin  
by virtue of and pursuant to an Act of Congress  
approved June 27, 1864 entitled An act in  
relation to the Circuit Court in and for the District of  
Wisconsin, and for other purposes. )

United States of America, }  
SS.

DISTRICT OF WISCONSIN.

I, **EDWARD KURTZ**, Clerk of the Circuit Court of the United States of America, for the District of Wisconsin, do hereby certify that I have compared the writings annexed to this Certificate, and they are true copies of their respective Originals, and are correct transcripts therefrom now on file, and remaining of record in my office. *Being full and complete exemplification of the record of proceedings in the fragment of William Lindstrom, a D.C. Demand rendered to U.S. District Court for this on the 3d day of December, 1880*

In Testimony whereof, I have hereunto set my hand, and duly affixed the Seal of the

said Court at the City of Milwaukee, in said District of Wisconsin, this *first* day of *September* in the year of our Lord, one thousand eight hundred and sixty nine and of the Independence of the said United States, the ninety fourth

*Edward Kurtz*  
Clerk.



United States of America }  
District of Wisconsin } S.

Andrew G. Miller  
Judge of the District Court of the United States  
of America for the District of Wisconsin do hereby  
certify that Eduard Kuntz is Clerk of the Circuit  
Court of the United States for said District and that  
the aforesaid his certificate and attestation is in due  
form. In witness whereof I have hereunto set my  
hand at Milwaukee in the said District of Wisconsin  
this 24<sup>th</sup> day of September A.D. 1869

A. G. Miller

U.S. District Judge

U. S. Circuit Court  
Wisconsin

William Gould  
vs

Chas. E. Leonard

Certified Copy of Record

William Gould for Plaintiff

vs E Leonard Defendant

In the Circuit Court of Jefferson  
County Missouri

Plaintiff states that on the 3<sup>d</sup> day  
of December A.D. 1860 William Gould  
David Banks, David Banks Jr and  
Charles B Banks, surviving partners  
of one Anthony Gould deceased and  
who compose the firm of Gould Banks & Co  
obtained judgment before the District  
Court of the United States of America  
for the District of Wisconsin against  
the defendant E Leonard for the  
sum of Seven hundred and twenty  
eight dollars and ninety two cents with  
twenty four dollars and eight cents  
their costs about their said suit  
in that behalf by them expended  
That since the rendition of said judg-  
ment as aforesaid, the same has  
been by the said William Gould  
David Banks David Banks Jr and  
Charles B Banks surviving partners  
of Anthony Gould deceased who  
compose the said firm of Gould  
Banks & Co transferred sold &

assigned for a good and valuable  
consideration to this Plaintiff  
William Saeell Jr. - and that the plain-  
tiff is now the true and lawful owner  
and holder of said judgment and  
entitled to all money due thereon  
Plaintiff avers that the defendant  
has wholly neglected, failed and  
refused to pay the amount of said  
judgment or any part thereof and  
that the same with interest is yet  
due and owing to plaintiff.

Plaintiff avers that a true and per-  
fect copy of the record and  
proceedings in the judgment aforesaid  
including said judgment are hereto  
attached and herewith filed  
Plaintiff prays judgment against defendant  
for the sum of Five hundred and  
fifty three dollars with interest thereon  
it being the amount of said judge-  
ment and for costs of this suit

Jno L Thomas &  
L. F. Dunning  
Atts for Plaintiff,

William Gould Jr  
or  
Jas E Leonard

Quitt au fuyneur

Edith Dieck 26-11-870  
E. D. Young alt

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

*Wm C Leonard*

if he be found in your County, that he be and appear before the Honorable  
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 *First* Monday after the fourth Monday  
of *September* next, then and there to answer unto

*William Gould Jr*

upon *his* original petition, a copy whereof is herewith 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 herewith affixed,  
at office in Hillsboro, this *28<sup>th</sup>*  
day of *February* A. D. 1870

*Elias F. Honey* Clerk Circuit Court.

By

*L H Aelford*

Deputy.

35-248  
RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

Sept

Term, 1870

William L. Luce

AGAINST

Plaintiff

Geo. E. Leonard

Defendant

(Original)

Marya Leonard

Mrs. H. M. Luce

of March

6/197, 295, 860, 449, 832

7/35, 137

The within was served on the Eleventh Day of March a D 1870 at Jeff Co Mo by delivering a copy of the within writ and petition to me by the Clerk of the Circuit Court to a white member of the family of the Defendant Geo E Leonard at his usual place of abode

fees 100

Fred Luchtmeyer Sheriff  
by Fred D. Mack  
Deputy

William Gould vs. Peff  
vs. E. Howard Esq

The Circuit Court Jefferson County  
Missouri

The defendant in answer to the plaintiff's petition denies that on the third day of December A.D. 1860 William Gould, David Banks David Banks Jr. & Charles B Banks surviving partners of one Anthony Gould deceased and who compose the firm of Gould Banks & Co. obtained judgment before the District Court of the United States of America for the District of Missouri against the defendant for the sum of seven hundred and twenty eight dollars and ninety two cents with twenty four dollars & eight cents for costs, about said sum expended. The defendant further answering denies that since the rendition of said judgment the same has been by the said William Gould David Banks Daniel Banks Jr. & Charles B Banks surviving partners of Anthony Gould deceased ~~transferred~~ ~~and~~ who compose the firm of Gould Banks & Co. transferred sold & assigned for a good and valuable consideration to his plaintiff William Gould Jr. and the defendant denies that the plaintiff is the true & lawful owner & holder of said judgment and entitled to all money due thereon. The defendant further answering denies that he has wholly neglected failed & refused to pay the amount of the judgment.

and turned in plaintiffs petition, and the  
defendant denies that said judgment with  
interest is due & owing to plaintiff or any part  
thereof -

The defendant further answering denies that a  
true & perfect exemplification of the Record & pro-  
ceedings on the judgment mentioned in plaintiffs  
petition including the judgment is attached and filed -  
to plaintiffs petition

Wherefore ~~defendant~~ prays judgment for his  
costs & charges

For J Williams  
Supt Atty

Jefferson Davis  
Sept 1878

William Lloyd & Co  
Sept 1

Mr Edward  
Smith

—  
Sept 1

Sept 1

Sept 1 1878  
Wm Lloyd

State of Missouri }  
County of Jefferson } Be it Remembered that  
heretofore on the Twenty fifth day of February  
AD Eighteen hundred and seventy William  
Gould Jr. by his attorney, filed in the office of  
the Clerk of the Circuit Court within and for  
said County a petition <sup>and exhibit</sup> in words and figures  
as follows, to wit:

Petition

William Gould Jr. Plaintiff

vs  
Ira E Leonard Defendant

In the Circuit Court of Jefferson County  
Missouri,

Plaintiff states that on the 3<sup>rd</sup> day of  
December AD 1860, William Gould, David Banks,  
David Banks Jr, and Charles B Banks, surviving  
partners of one Anthony Gould deceased and who com-  
pose the firm of Gould Banks & Co, obtained  
Judgment before the District Court of the United  
States of America for the District of Wisconsin against  
the Defendant Ira E Leonard for the sum of Seven  
hundred and twenty eight dollars and ninety two  
cents with twenty four dollars and eight cents  
their costs about their said suit in that behalf  
by them expended, That since the rendition of said  
judgment as aforesaid the same has been by the said  
William Gould, David Banks, David Banks Jr,  
and Charles B Banks surviving partners of

Anthony Gould deceased who compose the said firm  
of Gould Banks & Co. transferred sold & assigned  
for a good and valuable consideration to the Plaintiff  
William Gould Jr. - and the plaintiff is now the  
true and lawful owner and holder of said judgment  
and entitled to all money due thereon,

Plaintiff avers that the defendant has wholly neg-  
lected, failed and refused to pay the amount of  
said judgment or any part thereof and that  
the same with interest is yet due and owing to  
plaintiff,

Plaintiff avers that a true and perfect exem-  
plication of the record and proceedings in the  
judgment aforesaid, including said judgment  
are hereto attached and herewith filed,

Plaintiff pray judgment against defendant  
for the sum of Seven hundred and fifty three dollars  
with interest thereon it being the amount of said  
judgment and for costs of this suit,

Jno L Thomas &  
L. J. Downing  
attys for Plaintiff.

Endorsed,

Filed Feby 25<sup>th</sup> 1870

E. F. Honey Clk.

Exhibit

District Court of the United States of America  
for the District of Wisconsin

United States of America } p.  
District of Wisconsin

At a special term of the District Court of  
the United States of America, for the District of  
Wisconsin, begun and held, according to law, at  
the City of Milwaukee, in said District of Wis-  
consin, on the first Monday (being the first day) of  
October A.D. 1860.

Present the Honorable Andrew G. Miller Judge of  
the Court presiding, John N. Lewis Marshall, John  
M. Miller Clerk.

Among other the following Proceedings were  
had, to wit;

William Gould, David Banks,  
David Banks Jr. & Charles B. Banks  
Surviving partners of Anthony Gould  
deceased Plaintiffs

vs  
Isa E. Leonard defendant.

At Law

Be it remembered  
that heretofore, to wit, on the Eleventh day of September  
A.D. 1860, came the above named plaintiffs by their  
attorney Mr. Fraser, and filed their Praecipe for a  
Summons against the above named defendant, as follows,

Praecipe  
for  
Summons

United District Court for District of Wisconsin.  
William Gould, David Banks,  
David Banks Jr. and Charles B. Banks, } Assumpsit  
Surviving partners of Anthony Gould, deceased, } Damages \$1000.  
vs

Ira E Leonard, J

Sir,

Please issue summons in favor of the plaintiffs against the defendant in the above entitled cause returnable on the first Monday of October 1860 & deliver to marshal.

Dated September 11<sup>th</sup> 1860

A. C. Fraser

Plffs atty.

To J. M. Miller Clerk &c.

Whereupon a summons issued as follows:

The United States of America, Jp.  
District of Wisconsin

The President of the United States of America, to the  
Marshal of the District of Wisconsin, Greeting:

You are hereby commanded to summon, Ira E Leonard to appear before the District Court of the United States of America for the district of Wisconsin, aforesaid, at Milwaukee on the first Monday of October ensuing, then and there to answer unto William Gould, David

Banks, David Banks Jr. and Charles B Banks,  
(Ld) Surviving partners of Anthony Gould, deceased,  
in a plea of Trespass on the case on the premises to their damage, One Thousand Dollars, which shall then and there be made to appear, and of this writ make due return,

Witness the Hon. Andrew G. Miller, Judge of

the said District Court of the United States at the City of Milwaukee, in the said District of Wisconsin, this Eleventh day of September in the year of our Lord one thousand eight hundred and sixty and of the Independence of the United States, the eighty fifth,  
 J M Miller Clerk.  
 A. C. Fraser Attorney

Return

Summons returned, "I hereby deputize Peter Rogan to serve and return this summons, J M Lewis Marshal.

Served on the within named Ira Leonard by showing him this summons and delivering him a copy thereof this fifteenth day of September 1860.

J M Lewis Marshal, By Peter Rogan Special Deputy, State of Wisconsin Jefferson County & The above return subscribed and sworn to before me this 15th day of Sept. 1860 Bernhard Miller Justice of the Peace,

October 1 1860. This day come the plaintiffs by their attorney and filed their declaration as follows to wit:

Declaration

District Court of the United States  
 For the District of Wisconsin  
 Of the first Monday of October AD 1860,  
 District of Wisconsin ss.

William Gould, David Banks, David Banks Jr. and Charles B Banks, plaintiffs in this suit, who and one Anthony Gould at the time of making the several promises hereinafter mentioned and set forth, were partners doing business as such

in the City of Albany in the State of New York under the firm name and style of Gould, Banks & Co. and who are Citizens of the State of New York by A. C. Fraser their attorney, Complain of Ira Leonard defendant in this suit who is a Citizen of the State of Wisconsin. For that whereas the said defendant heretofore to wit: on the fifth day of December in the year one thousand eight hundred and fifty five at Albany to wit, at the City of Albany in the State of New York aforesaid made a certain note in writing commonly called a promissory note bearing date on the day and year last aforesaid, and then and there delivered the said note to the said Gould Banks & Co., By which said note the said defendant promised to pay to the said Gould Banks & Co. or order two years after <sup>the</sup> date thereof the sum of one hundred and forty dollars for value received with interest thereon after one year from the date thereof. By reason whereof the said defendant then and there became liable to pay to the said Gould, Banks & Co the said sum of money in the said promissory note specified and interest thereon as aforesaid according to the tenor and effect of the said promissory note. And the said Plaintiffs aver that since the making up the said promise as aforesaid and before the commencement of this action to wit: on the 15<sup>th</sup> day of May A.D. 1858 the said Anthony Gould died leaving the said plaintiffs the only surviving partners of the said firm of Gould, Banks & Co.

And Whereas also the said defendant heretofore to-wit:  
on the twenty second day of July in the year one thousand eight hundred and fifty six at Castile to-wit:  
at the village of Castile ~~town~~ in the State of New York aforesaid, made a certain other note in writing commonly called a promissory note bearing date the day and year last aforesaid and then and there delivered the said last mentioned note to the said Gould Banks & Co. by which said last mentioned note the said defendant promised to pay to the said Gould Banks & Co or bearer at Albany to-wit: at the City of Albany in the State of New York aforesaid, one year from the date thereof the sum of one hundred and eight dollars and ninety seven cents for value received. By reason whereof the said defendant then and there became liable to pay to the said Gould Banks & Co. the said sum of money in the said last mentioned promissory note specified according to the tenor and effect of the said promissory note. And the said plaintiffs aver that since the making of the said last mentioned promise and before the commencement of this action to-wit: on the 15<sup>th</sup> day of May AD 1858 the said Anthony Gould died leaving the said plaintiffs the only surviving partners of the said firm of Gould Banks & Co. And whereas also the said defendant heretofore to-wit: on the day and year last aforesaid at the

place last aforesaid to wit at the village of Castile  
in the State of New York aforesaid made a certain  
other promissory note in writing bearing date  
the day and year last aforesaid and then and there  
delivered the same to the said Gould Banks & Co,  
By which said last mentioned note the said de-  
fendant promised to pay to the said Gould Banks  
& Co, or bearer at Albany to wit, at the City of  
Albany in the State of New York aforesaid two  
years from the date thereof the sum of one hundred  
and eight dollars and ninety seven cents for value  
received with interest after one year from the date  
thereof, By reason whereof the said defendant  
then and there became liable to pay to the said  
Gould Banks & Co, the said sum of money in the  
said last mentioned promissory note specified  
according to the tenor and effect of the said  
promissory note, And the said plaintiffs aver  
that since the making of the said last mentioned  
promise and before the commencement of this  
action to wit, on the 15<sup>th</sup> day of May A.D. 1888  
aforesaid the said Anthony Gould died leaving  
the said plaintiffs the only surviving partners  
of the said firm of Gould, Banks & Co,  
And Whereas also the said defendant heretofore  
to wit, on the day and in the year last aforesaid  
at Castile to wit, at the Village of Castile  
in the State of New York aforesaid made a certain

other note in writing commonly called a promissory note bearing date the day and year last aforesaid and then and there delivered the said last mentioned note to the said Gould Banks & Co., By which said last mentioned note the said defendant promised to pay to the said Gould, Banks & Co, or bearer at Albany town, at the City of Albany in the State of New York aforesaid three years from the date thereof the sum of one hundred and eight dollars and ninety seven cents, for value received with interest after one year from the date thereof, By reason whereof the said defendant then and there became liable to pay to the said Gould, Banks & Co the said sum of money in the said last mentioned promissory note specified according to the tenor and effect of the said last mentioned promissory note, And the said Plaintiffs aver that since the making of the said last mentioned promise and before the commencement of this action to wit, on the 15<sup>th</sup> day of May A.D. 1858 the said Anthony Gould died leaving the said Plaintiffs the only surviving partners of the said firm of Gould, Banks & Co.

And Whereas also the said defendant heretofore to wit, on the day and in the year last aforesaid at Castile town, the Village of Castile in the State of New York aforesaid made a certain other note in writing commonly called a promissory note bearing date the day and year last aforesaid and then and there delivered the same to the said Gould, Banks & Co, By

which said last mentioned note the said defendant promised to pay to the said Gould Banks & Co or bearer at Albany to wit at the City of Albany in the State of New York aforesaid four years from <sup>the</sup> date thereof the sum of one hundred and eight dollars and ninety seven cents for value received, with interest after one year from the date thereof, By reason whereof the said defendant then and there became liable to pay to the said Gould, Banks & Co the said sum of money in the said last mentioned promissory note specified according to the tenor and effect thereof, And the said Plaintiffs aver that since the making of the said last mentioned promise and before the commencement of this action to wit on the 15<sup>th</sup> day of May AD 1858 the said Anthony Gould died leaving the said plaintiffs the only surviving partners of the said firm of Gould Banks & Co. And Whereas also the said defendant heretofore to wit on the first day of September AD 1860 at the place last aforesaid, in consideration that the said Gould Banks & Co, at the instance and request of the said defendant had before that time sold and delivered to the said defendant divers goods wares and merchandize of them the said Gould, Banks & Co, the bill of particulars of which is hereto annexed the said defendant undertook and then faithfully promised the said Gould Banks & Co to pay them so much money as the said last mentioned goods

wares and merchandise at the time of the said sale and delivery thereof were reasonably worth when the said defendant should be thereunto afterwards requested and that said plaintiffs aver that the said goods wares and merchandize at the time of the sale and delivery thereof were reasonably worth the sum of nine dollars and twenty five cents, whereof the said defendant afterwards took, on the same day and year last aforesaid and at the place aforesaid had notice, And the said plaintiffs further aver that since the making of the said last mentioned promise and before the commencement of this action to wit, on the 15<sup>th</sup> day of May AD 1858 aforesaid, the said Anthony Gould died, leaving the said plaintiffs the only surviving partners of the said firm of Gould Banks & Co.

Nevertheless the said defendant, although often requested &c to wit, on the days when the said promissory notes and the said account severally became due and payable according to the tenor and effect thereof and oftentimes since to wit at the place aforesaid, has not yet paid the said several sums of money above mentioned or any one either of them or any part thereof to the said plaintiffs, but to pay the same or any part thereof to the said plaintiffs the said defendant has hitherto altogether refused and still does refuse to the damage of the said plaintiffs of one thousand dollars and therefore they bring suit &c.

A. C. Fraser Attorney for Plaintiffs

Ira E Leonard Esq.

To Gould Banks & Co Dr.

|      |        |                                                    |                |
|------|--------|----------------------------------------------------|----------------|
| 1856 | Oct 8  | To 12 <sup>th</sup> Vol Howards Prac. Reps in Mos. | 3.00           |
| 1857 | May 25 | " 13 <sup>th</sup> " " " " "                       | 3.00           |
|      | " "    | Amendments to Code                                 | 25             |
|      | Dec 13 | " 14 <sup>th</sup> Vol Howards Prac Reps in Mos    | 3.00           |
| 1860 | July 9 | Interest on a/c                                    | 2.00           |
|      |        |                                                    | <hr/> \$ 11.25 |

And same day (October 1 1860) the plaintiffs by their attorney entered in the order and rule book a rule to plead according to the rules & practice of said court as follows to wit;

Rule to  
Plead

William Gould David Banks,

David Banks Jr. and Charles B Banks

Surviving partners of Anthony Gould deceased,

vs

Ira E Leonard

} Of the first  
Monday of  
October AD 1860.

On motion of A.C. Fraser, plaintiffs attorney, ordered that the defendant plead to the plaintiffs declaration on file by the first Monday of November next or his default will be entered,

A.C. Fraser

Plaintiffs attorney,

Appearance October 2 1860. This day came the defendant by his attorneys, Messrs. Butler & Martin, and filed his ap =

appearances as follows, to-wit:

William Gould et al } U.S. District Court  
vs } Dist. of Wisconsin  
Ira E Leonard

You will please enter our appearance  
for the above named defendant in the above entitled case,

Yours &c,

Butler & Martin

Depts attys

And now at this same term to-wit: October Term AD 1860,  
and on the 23<sup>rd</sup> day thereof to-wit, on the third day of De-  
cember AD 1860, the following proceedings were had to-wit:

Defaults

William Gould, David Banks,  
David Banks Jr, & Charles B Banks,  
Surviving partners of Anthony Gould deceased,

at Law.

vs  
Ira E Leonard.

This day came the plaintiffs  
by their Counsel and on their motion, it is ordered by  
the Court that the default of the defendant be  
and is hereby entered for his not appearing and  
pleading to the plaintiffs declaration herein filed,  
and that it be referred to the Clerk to ascertain  
and report what sum the plaintiffs ought to  
recover for their damages. (The Clerk reported in  
writing that he assessed the damages to the  
said Plaintiff at the sum of Seven hundred and  
twenty eight dollars and ninety two cents as

follows.

District Court of the United States of  
America.

In the District of Wisconsin,  
William Gould, David Banks

David Banks Jr. & Charles B Banks.

Surviving partners of Anthony  
Gould deceased,

no 58

Jan Term 1861,

vs  
Ira C Leonard.

I John M Miller Clerk of the Dis-  
trict Court of the United States of America for the  
District of Wisconsin, do hereby report that in pur-  
suance of an order of this Court referring to me  
to ascertain and report the amount due the plain-  
tiffs, I have assessed the damages to the plain-  
tiffs at the sum of Seven hundred & twenty eight  
Dollars and Ninety two cents.

Damages \$ 728  $\frac{92}{100}$

Dated Dec. 3<sup>rd</sup> 1860

J M Miller  
Clerk.

Judgment

Whereupon it is considered and adjudged by  
this Court now here that the said plaintiffs do  
have and recover of the said defendant Ira C  
Leonard the said sum of Seven hundred and  
twenty eight dollars, and ninety two cents with  
Twenty four dollars and eight cents their costs  
about their said suit in this behalf by them  
expended and that they have execution therefor.

Judgment Roll signed December 3<sup>rd</sup> AD 1860,  
J. M. Miller  
Damages \$728.92  
Costs 24.08  
Chk R.

\$753.00  
Judgment Roll filed December 3<sup>rd</sup> AD 1860,  
at five o'clock P.M.

J. M. Miller  
Chk R.

(This case was transferred to the Circuit Court of  
the United States for the District of Wisconsin by  
virtue of and pursuant to an Act of Congress  
approved June 27, 1864 entitled "An act in  
relation to the Circuit Court in and for the  
District of Wisconsin, and for other purposes.")

United States of America  
District of Wisconsin.

I Edward Kurtz, Clerk of the Circuit  
Court of the United States of America, for the District  
of Wisconsin, do hereby certify that I have compared  
the writings annexed to this certificate, and they  
are true copies of their respective originals, and  
are correct transcripts therefrom now on file, and  
remaining of record in my office, being a full  
and complete exemplification of the record & pro-  
ceedings in the Judgment of William Gould et al  
vs Ira E. Leonard rendered in the U S District

Court for Wis. on the 3<sup>rd</sup> day of December 1860

(LS) In Testimony Whereof, I have hereunto set  
my hand, and duly affixed the seal of the  
said Court at the City of Milwaukee in  
said District of Wisconsin, this first day  
of September in the year of our Lord, one  
thousand eight hundred and sixty nine  
and of the Independence of the said United  
States the ninth fourth,

3<sup>rd</sup> Rex Stamp Canceled,

Edward Kurtz Clerk

United States of America  
District of Wisconsin J. Andrew G. Miller Judge  
of the District Court of the United States of America  
for the District of Wisconsin do hereby certify that  
Edward Kurtz is Clerk of the Circuit Court of the  
United States for said District and that the aforesaid  
his certificate and attestation is in due form,

In Witness Whereof I have here to set my hand  
at Milwaukee in the said District of ~~Wisconsin~~  
Wisconsin this 24<sup>th</sup> day of September A.D. 1869,

A. G. Miller

U.S. District Judge,

Upon which petition and exhibit the following  
writ issued.

3

The State of Missouri }  
County of Jefferson }  
The State of Missouri,

To the Sheriff of the County of Jefferson, Greeting:  
We command you that you summon Ira Leonard  
if he be found in your County, that he be and appear  
before the Honorable 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 First Monday of Septem-  
ber next, then and there to answer unto, William  
Gould Jr. upon his original petition, a copy whereof  
is herewith annexed and accompanies this writ, and  
have you then serve this writ.

Witness, Elias F. Honey, Clerk of our  
said Circuit Court, with the seal thereof  
herewith affixed at Hillsboro, this 28th  
day of February AD 1870

Elias F. Honey Clerk Circuit Court  
By L. M. Alfred Deputy,

Returns,

The writ was served on the Eleventh day of March  
AD 1870 at Jeff Co Mo. by delivering a copy of the  
writ and petition as furnished to me by the Clerk  
of the Circuit Court to a white member of the family of  
the Defendant Ira E. Leonard at his usual place  
of abode.

fees 100.

Fred. Luckenmeyer Sheriff  
by Fred. Vollmuck Deputy,

Sept. 17<sup>th</sup> 1870.

Record

William Gould

vs  
Ira E Leonard

} Leave is granted defendant to file answer thirty days before next term, and continued,

answer,

William Gould Jr. Plff.

vs

Ira E Leonard Def.

In Circuit Court Jefferson County  
Missouri;

The defendant in answer to the plaintiffs petition denies that on the third day of December AD 1860 William Gould, David Banks, David Banks Jr. & Charles B Banks surviving partners of one Anthony Gould deceased, and who compose the firm of Gould, Banks & Co obtained judgment before the District Court of the United States of America for the District of Wisconsin against the defendant for the sum of Seven hundred and twenty eight dollars and ninety two cents with twenty four dollars & eight cents for costs, about paid suit expended, The defendant further answering denies that since the rendition of said judgment the same has been by the said William Gould, David Banks, David Banks Jr & Charles B Banks surviving partners of Anthony Gould deceased who compose the firm of Gould Banks & Co. transferred, sold and assigned for a good and suitable consideration to this plaintiff William Gould Jr. and the defendant denies that the plain-

tiff is the true and lawful owner & holder of said judgment and entitled to all money due thereon, The defendant further answering denies that he has wholly neglected failed & refused to pay the amount of the judgment mentioned in plaintiffs petition, And the defendant denies that said judgment with interest is due & owing to plaintiff or any part thereof.

The defendant further answering denies that a true & perfect exemplification of the record & proceedings in the judgment mentioned in plaintiffs petition including the judgment, is attached and filed to plaintiffs petition.

Wherefore defendant prays judgment for his costs & charges.

Jos. J. Williams

Lefts any

Endorsed,

"Filed Feb 28 1871.

W. J. Boyce Cl."

March 28 1871,

Record

Wm Gould

vs  
Ira Leonard

} Continued generally,

Record

Wm Gould

vs  
Ira Leonard

} Continued generally.

Sept. 22 1871,

Record

May 15<sup>th</sup> 1872.  
Wm Gould }  
Ira E Leonard } Continued

Record

Sept. 12 1872  
William Gould }  
Ira E Leonard } Continued.

Record

May 15<sup>th</sup> 1872.  
Wm Gould }  
Ira E Leonard } Continued.

Record

September 19<sup>th</sup> 1873.

vs  
Ira E Leonard }

Now this cause coming on, and it appearing to the court here that the Judge hereof has been counsel in this cause, it is thereupon ordered that the venue be changed to the County of S. Francisco in the Dist. Judicial Circuit, and that the clerk of this court make out and send certified to the Clerk of the Circuit Court of said County a true complete and full transcript of the record and files in said cause, at least fifteen days before the first day of the next term of said court.

State of Missouri }  
County of Jefferson } W. S. Boyce Clerk of  
the Circuit Court within and for said County do  
Certify that the foregoing pages contain a true complete  
and full transcript of the record and files in the  
case of Wm Gould against Ira E. Leonard as  
fully as the same appear of Record and on file in  
my said office.

Witness my hand and the seal of said  
Court at Office in Hillsboro this 12th  
day of November A.D. 1873.

W. S. Boyce Clerk.  
By C. Ho. Hoar Dept.

In the Jefferson Circuit Court  
 Wm Gould Jr. } Change of Venue to St. Francis Co  
 vs Leonard } 1. Mo. 2d Jud. Cir.  
 Fee Bill.

E. J. Honey Clerk.

Files<sup>10</sup> Copied<sup>30</sup> / Cts<sup>30</sup> / writ & Copy<sup>110</sup> \$ 2.20

Dockets<sup>20</sup> / Leave to ans<sup>20</sup> 45 \$ 2.65

J. Luckemeyer Shff Sers 1 writ \$ 1.00 1.00

W. S. Boyce Clerk.

3 Cont. <sup>1.25</sup> / order for chg view / order for trans. <sup>35</sup> \$ 1.95

Transcript 3000 words @ 15¢ pr 100, 7.50

Cert & seal to trans. .50

Fee Bill<sup>10</sup> / making costs, <sup>40</sup> .50

Postage, .25 \$ 10.70

Total,

\$ 14.35

A true copy from the fee book.  
 Attest W. S. Boyce Clerk  
 By C. H. Marine Dep't

35-28

William Gould Jr

vs  
Joa E Leonard

Change of Venue  
to

Jr Francis Oliver