

May 1867, No. 60

Welch, John

vs.

Jennings, E. M.

Debt, Note

Debt \$200; Abner Green and

C. B. Carr garnishees on attachment

John Welch, - Plaintiff } In the Circuit
 Against } Court of Jef=
 E. M. Jennings, - Defendant } ferson County
 } State of Missouri
 May Term 1867.

The Plaintiff states that the Defendant, by his Promissory Note, herewith filed, dated on the 23rd day of December 1866, promised for value received to pay the Plaintiff the sum of Two hundred dollars, three months after the date thereof, which sum will become due on the 23rd day of March 1867, said Note bearing seven per cent interest from the date thereof. - Plaintiff states that the Defendant has removed from this State with the intent to change his domicile, and is about to remove his property or effects out of this State, with the intent to defraud hinder or delay his Creditors.

Plaintiff therefore asks Judgment against said Defendant for the sum of two hundred dollars on said Note, and for the interest thereon, when the same shall become due and payable.

Abner Green
 Attorney for the Plaintiff

John Welch, Plaintiff, makes oath and says the above petition and the matters therein as stated he believes to be true,
 sworn to and subscribed } John Welch
 and sworn to before
 me this 5th day of Feb 1867

Elias McNeely clerk

no 60

2604

In Circuit Court

of Jefferson County

John Welch

vs.

E. M. Fleming

Petition

on note

for attachment

made, & given

for Debt.

Filed July 7th 1867

E. F. Harvey atty

John Welch, - Plaintiff

Against

E. M. Jennings, - Defendant

} Attachment
in a Civil
action.

State of Missouri,

County of Jefferson

This Affiant, John Welch, the plain-
tiff, states that he, the Plaintiff in the
above entitled Cause, has a just demand
against the Defendant therein on a note
which will become due, on the 23rd day of
March 1867, and that the amount which
this Affiant believes that he, the said Plain-
tiff ought to recover, after allowing all just
credits and set-offs, is Two hundred dol-
lars, and the interest accruing on said note,
and that this Affiant has good reason to
believe, and does believe, that the said De-
fendant, E. M. Jennings has ~~absconded~~ or ex-
sented himself from his natural ~~place~~ ^{place of}
~~abode~~ ^{abode} in this State so that the necessary pro-
cess of Law cannot be ~~obtained~~ ^{obtained} ~~there~~ ^{there};
~~and also~~, that said Defendant is about to
remove his property or effects out of this State
with the intent to ~~defraud~~ ^{defraud} hinder, or
delay his creditors; and also, that the said
Defendant is about to remove out of this
State with the intent to change his dom-
icil

John Welch Plaintiff, John Welch

subscribed and sworn to
before me this 5th day
of July 1867

Elias J. Honey, Clerk.

John Welch

vs,

E. M. Jennings

affiant

Filed July 7 1886

E. M. Jennings atty

P

John Welch
Es.
E. M. Jennings
Boned

Oriskany Feb 27 1867
E. M. Jennings

Dr. Cash
1867
J. M. Jennings

State of Missouri }
County of Jefferson } The State of Missouri to the
Sheriff of Jefferson County Greeting.

We command you to attach &
the Jennings 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 Two Hun-
dred dollars with interest and costs of suit,
in whose possession soever the same may be found
in your County and that you summon the said E.
Jennings that he be and appear before our
Circuit Court of the County of Jefferson on the Sixth
day of May next then and there to answer the
petition of John Welch wherein he asks judgment
for Two Hundred dollars and that you also
summon 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 7th day of July 1867,

Elias J. Morrey clerk



I executed the Within Writ of attachment in Jefferson
County Missouri on the 27th Day of March 1867 by
garnisheeing John Green and summoning him
to he and appear at the next term of the Circuit
Court of Jefferson County to be begun and held on
the first Monday of May 1867 and I further
executed this Writ of attachment in Jefferson County
Missouri on the 29th Day of March 1867 by
garnisheeing C. B. Carr and summoning him
to he and appear at the next term of the Jefferson
County Circuit Court to be begun and
held on the first Monday of ~~March~~^{May} 1867 there-
turn day of the writ to answer such Interrogatories as the Plaintiff
may exhibit against him, and by reading the writ to him.

John Williams Sheriff

John Michael Clerk
do
Confessing Debt
Attachment,
\$1.00

John Welch, - Plaintiff } In the Circuit
Against } Court of Jef=
E. M. Jennings, - Defendant, } ferson County
May Term 1867,
On Attachment

The Plaintiff states that C. B. Carr was on the 29th day of March 1867, summoned as a garnishee under the attachment issued in the above entitled cause.

The Plaintiff therefore propounds to the said C. B. Carr the following Interrogatories, to be Answered by him, ^{on oath} touching his indebtedness to said Defendant, E. M. Jennings, To wit,

First, - At the time of the service of the said garnishment, on you, had you in your possession, or under your control, any property, money, or effects, of the above named defendant? If so, state what property, how much, and of what value, and what money or effects?

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

Plaintiff therefore propounds the

foregoing Interrogatories, to the said garnishee
L. P. Carr, and asks that he be required
to make, full, direct, and true answers
to said Interrogatories, under his oath, touch-
ing his indebtedness to said Defendant,

Abner Green
Attorney for the Plaintiff

In Circuit Court
Jefferson County

John Welch

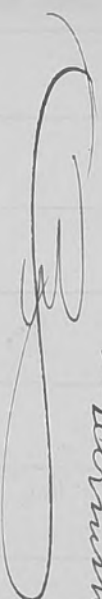
vs,

E. W. Jennings

Interventors

To L. B. Carr,

Recorder



Attest May 4th 1867
Geo B. Hoare, Clk

John Welch, - Plaintiff } In the Circuit Court
vs. } Jefferson County Shi-
E. M. Jennings, - Defendant } soni, - May Term 1867,
Attachment,

The Plaintiff proposes the following
Interrogatories to Abner Green, summoned as a
garnishee in the above entitled cause, to be Answered
under oath, To wit,

First, - At the time of the Service of the said garnish-
ment on you, had you in your possession or under
your Control any property, money, or effects of the
above named Defendant? If so, state what prop-
erty, how much, and of what value, and what money
or effects?

Second, - At the time of the Service of the said garnish-
ment, did you owe the said 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?

} John Welch
} By Abner Green his Atty,

In the Circuit
Court (Hoffman)
County

John Melick
vs,

E. M. Jennings

Interrogatories
to A. Green,

Securities

Filed May 7th 1867
Clerk of County

John Welch, - Plaintiff } In the Circuit
vs, } Court of Jefferson
E. M. Jennings, - Defendant } County Missouri
May Term 1867.
Attachment

Abner Green, summoned as a garnishee on the 27th day of March 1867, in the above entitled cause, for Answer to the Interrogatories filed by Plaintiff, on the 7th day of May 1867, states that at the time of the service on him, of the said garnishment, he did not have in his possession or under his control, any property, money, or effects of the said Defendant.

In Answer to the second Interrogatory, said Garnishee states that he had a short time before the service of said garnishment given a promissory Note payable to E. M. Jennings & Co, about one month after the date thereof, for fifteen dollars, and fifty cents - That he delivered said Note to Jesse Elders, who was acting apparently as Agent for said E. M. Jennings (who was then absent from the State) in settling up his business, or at least, in trying to collect debts due him, - That said Note was for a balance due said E. M. Jennings and Company, for paints, oils &c, bought of them previously. This Garnishee states that he owes said fifteen dollars & fifty cents to said E. M. Jennings and Company, unless they have legally transferred

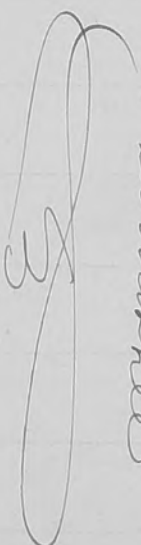
and disposed of said Promissory Note, - and this
Garnishee is unable to state whether said
Jennings & Co, have assigned said Note or not.
He further states that some ^{weeks} ~~time~~ after he
was summoned as a garnishee in this cause,
the said Jesse Elders notified in writing this
Garnishee, that he, (said Elders) claimed
said Note, ^{as assignee} and wanted it paid to him.
This Garnishee therefore not knowing who
to pay said money to, or who is the legal
holder of said Note, asks that the Court
make an order requiring the said Jesse
Elders, ^{or the supposed assignee} to appear before this Court, at a design-
ated time to sustain his claim to the money
due on said Note.

Abner Green

I move to and subscribed

before me May 8th 1867
Elias P. Honey Clerk

In Circuit Court
Jefferson County
John Melah
vs.
E. M. Jennings
Shower
of Abner Green
Kearnshee



Filed May 8th 1867
Geo. J. Honey

John Welch, - Plaintiff } In the Circuit Court
Against } Jefferson County Mo.
E. M. Jennings - defendant, doct; - May Term 1867.

The Plaintiff in reply to the Answer, made and filed by Abner Green, a garnishee, summoned in this cause, in which he states that Jesse Elders claims that the Note for fifteen dollars & fifty cents, ^{given} by said Garnishee, to E. M. Jennings & Company, has been assigned to him (said Jesse Elders) states that he denies that E. M. Jennings and Company has made any valid assignment of said Note to Jesse Elders, before the said garnishment was served, - And Plaintiff denies that said Jesse Elders has any right or title to the money due on said Note, and denies that any valid transfer, or assignment of the same has ever been made by E. M. Jennings & Co. to said Jesse Elders, - and Plaintiff denies that any Notice was given to said Garnishee of said pretended assignment of said Note by said Elders, prior to said garnishment, Plaintiff denies that said Jesse Elders has ~~any~~ any right or just claim whatever to said Note, or the money due on the same, Plaintiff therefore asks that the Court make an order requiring said Jesse Elders to appear before the Court, at a designated

time to sustain his claim to said Note.

Abner Green
Attorney for Plaintiff

In Circuit Court
Jefferson County

John Welch
vs.

E. M. Jamming

Reply

to
Answer of

Green - Garnishes

Filed May 8th 1867
D. J. Honey

John Welch, Plff. } In the Circuit Court of
 vs } Jefferson County Missouri
 E. M. Jennings, Deft } May Term 1867

Now at this day comes C. B. Carr
 and for answer to interrogatories to him in
 this behalf filed by plaintiff in this
 Cause says, in answer to interrogatory
 First as follows, To wit,

First, at the time of service of the Garnis-
 -ment on me I had in my possession and
 under my control Two ~~Medical~~ Books
 of accounts in favor of E. M. Jennings
 and against divers persons whose names
 and the ^{aggregate} amounts of said account are
 as follows, To wit,

one promissory note signed by	Durell	
for		30.00
" account on Jas. P. Beana for		69.00
" " " John Palmer "		15.00
" " " David Lucker "		19.00
" " " Joseph Null ^{sr} "		20.00
" " " Geo. Whithead's Estate "		17.00
" " " Isaac Kitterbrand "		17.00
" " " John Russell "		5.00
" " " Thomas Cain "		32.00
" " " D. Pugh "		1.50
" " " John Medley "		12.90
" " " Austin Drennon "		57.50
" " " Wm Turner "		10.00

One	account	on	Aquila Wilson	for	4.50
"	"	"	James Huskey	"	5.00
"	"	"	John Evans	"	5.00
"	"	"	Patk. Dugan	"	18.50
"	"	"	Allen Wilson	"	8.50
"	"	"	Wesley Jones	"	12.00
"	"	"	John Wickerham	"	9.00
"	"	"	Charles Snider	"	4.50
"	"	"	Wm Maness	"	3.00
"	"	"	Saml. Jewell	"	2.00
"	"	"	James Huskey	"	10.00
"	"	"	Richard Flute	"	6.00
"	"	"	John Oyle	"	13.00
"	"	"	Michael Brinley	"	5.00
"	"	"	Sarah Oyle	"	29.50
"	"	"	Wm Fine	"	10.00
"	"	"	Mo ^{re} Dixon	"	10.00
"	"	"	Geo. Elders	"	55.15
"	"	"	J. Reynolds	"	7.00
"	"	"	James Lee	"	5.00
"	"	"	Deleybayeth Huskey	"	15.00
"	"	"	W. Whitsett	"	12.00
"	"	"	Wm Osborne	"	10.00
"	"	"	Silas Belew	"	2.50
"	"	"	Charles Nelson	"	6.00
"	"	"	Abraham Lincoln	"	10.50
"	"	"	Allen Maness	"	4.00
"	"	"	Eli Wiley	"	4.00
Total					\$ 698.70

Said Garnisher further states that at the time of the service of said Garnishment on him some of said account as taken from said Books were in the hands of the Constable of Central Township in this County for collection but can not state what accounts or ~~how~~ of what amount. And that he as the agent of said ^{since the service of said} Garnishment has given some of said accounts for collection to said Constable ~~for collection~~ amounting in the aggregate to Dollars and taken a receipt therefor but that said Receipt is only for accounts of a gross amount and does not state what accounts it is given for and this Garnisher therefore can not state what accounts he has placed in the hands of said Constable but here brings into Court the receipt of said Constable for said accounts in the aggregate amount of ~~to wit~~ ~~to wit~~ ~~to wit~~

Set opposite to each, Dollars, and further said Garnisher says that before the service of said Garnishment said note on Duvall for \$30. was in the hands of J. H.razier for collection and also said account on George Whithead's Estate ^{for \$17.00} was in the hands of J. L. Thomas for collection before the service of said Garnishment, said Garnisher further answering says that at the time of the service of said Garnishment

he did not owe the Defendant any
money and that he does not owe him
any note on any account either due
or hereafter to become due, and that he
did not have in his possession or under
his control any money, property, effects
or credits except as hereinbefore stated.

Said Garnishee states that the receipt of said Constable for
the item of \$70.15 is for the act. on Geo. Elders of \$55.15 which is \$55.15
on the Books to which said Garnishee added an add. of fifteen Dollars
which was not on the Books making \$70.15

C. B. Carr on oath

says that to the best of
his knowledge and
belief the foregoing
answer is true and
correct C. B. Carr

C. B. Carr

Subscribed to and
Subscribed before me
this 9th May 1867

J. H. Hall Judge 15th Circuit

John W. Cook

C. H. Pennington

Witness of C. H. Pennington
Garnished to
Antislavery

Filed May 16th 1867
C. J. Horney Clerk

John Welch

In Jefferson Co. Court

Edw. Jennings } May Term 1807

C. D. Carr Sermonster asks the Court
to allow him a Reasonable fee for services
-ering &c in this cause

Attest by William H. H.

\$11 allowed

John Welch, - Plaintiff } In the Circuit
 Against } Court of Jefferson
 E. M. Jennings, - Defendant, } County Missouri,
 & C. B. Carr, - Garnishee }

The Plaintiff, by his Attorney in reply to the Answer of C. B. Carr, summoned as a garnishee, filed on the 10th day of May 1867, denies the latter part of said Answer, wherein said Garnishee states "that at the time of the service of said garnishment (on him) he did not owe the Defendant (E. M. Jennings) any money, and that he does not owe him any now on any account either due, or hereafter to become due." - The Plaintiff denies that part of said Garnishee's Answer above recited, and states that, from information received, he has good reason to believe, and therefore charges, that said C. B. Carr, a short time before said E. M. Jennings left the State, bought of him certain Real Estate in the Town of Victoria in said County, and certain Houses and Lots in said Town, and certain personal property, - and that said Garnishee did owe the said E. M. Jennings, at the time of the service of said garnishment, a balance of about four hundred dollars, for the property so bought of the Defendant. And Plaintiff avers that said C. B. Carr, at the time of said garnishment had not paid said \$400, or any part of it, to said E. M. Jennings, who was then absent from the state, and said garnishee had not, therefore any opportunity to settle and pay up his own indebtedness to said E. M. Jennings, nor to account for moneys he had collected for him from other persons,

And Plaintiff avers that, if said Garnishee, prior to his garnishment, had pretended to pay over any part of said 400 dollars to Mary Jennings, (the wife of said E. M. Jennings, & who was then at Victoria) such payment or pretended payment, ^{& continued} was made, with the intent to cheat and defraud, hinder and delay, the Creditors of said E. M. Jennings of their lawful debts and demands against said Defendant; - and that therefore any such pretended payment of any part of said money to the wife of said E. M. Jennings is absolutely null and void. And Plaintiff alleges that said Garnishee either knew, or had good reason to suspect, before hand, that he would be garnisheed, and that therefore his pretended payment of his indebtedness to said E. M. Jennings, to his wife, or to any other person, ^{if made at all} was in anticipation of such expected garnishment; and was therefore a fraud on the creditors of said E. M. Jennings and consequently null and void. Plaintiff therefore charges that the said Garnishee was at the time of his garnishment and still is, indebted to the said E. M. Jennings in the sum of four hundred dollars, - and for which sum, or enough thereof to satisfy such judgment and costs, as Plaintiff may recover against said defendant, E. M. Jennings, Plaintiff asks judgment ^{for} against said Garnishee.

Abner Green
Attorney for the Plaintiff

In Circuit Court of
Jefferson County

John Week

vs.

E. W. Jennings - debt

\$6.00, Cash - Gamblee

Plaintiff's

Defence of part of said

Gamblee's share

Filed May 28th 1867

C. A. Harvey, Recorder

By the Clerk's office

I Executed the Within Notice in Jefferson
County Missouri on C. B. Bar on the
4th Day of June 1867 By Delivering
to him a true copy of this notice

John Williams Sheriff

In Circuit Court
Jefferson County

John Welch

C. M. Jennings, - deft.

vs.
W. C. B. Carr, - Garnishee,

Notice to

Agia Garnishee

John Williams
Sheriff per 50

John Welch

^{vs}
E. M. Jennings

In the Circuit Court -
Jefferson County Mo.

Defendant voluntarily
appears in this cause and answers
and says that he executed the note
sued on but Defendant says that
since the execution of said note
there has been paid on said note
the sum of Forty Dollars, and
Defendant avers that by reason of
said payment he is entitled to a
credit on said note for the sum of
Forty Dollars, ~~therefore~~ ~~he~~ ~~prays~~
~~that~~ ~~he~~ ~~prays~~ ~~that~~ ~~he~~ ~~prays~~ ~~that~~ ~~he~~ ~~prays~~
~~that~~ ~~he~~ ~~prays~~ ~~that~~ ~~he~~ ~~prays~~ ~~that~~ ~~he~~ ~~prays~~
and for which sum
he prays to be released and
discharged from payment -

Jose Williams
Atty. for Defendant

John W. Lee
C. W. Jennings
Spencer & Co.

Filed Mar 2 1868
C. W. Jennings

Price 1/2 of the book
\$1.31 40

John Welch - Plaintiff } In the Circuit
Against } Court of Jefferson
E. M. Jennings, - Defendant } County Missouri
May Term 1868

Now at this day appears Jesse Elders,
on whom an Order was made heretofore to appear
and sustain his Claim as assignee of a Note,
of fifteen dollars & fifty cents, given by Abner
Green to E. M. Jennings & Co, and for which said
Abner Green had been summoned as Garnishee,
and had filed Answer, stating that said Jesse
Elders claimed said Note, as assignee of
said E. M. Jennings, - and the said Jesse
Elders now enters his appearance in Court,
and relinquishes his Claim to said Note, by
way of Compromise, and delivers up
said Note to the Court, to abide the Plain-
tiff's Claim against said Garnishee upon
the same, - said Jesse Elders hereby releasing
his Claim to said Note, and consenting that
Judgment may be entered on the same
upon said Garnishment against Abner Green,

May 21st 1868

Attest
W. S. Chapman

Jesse Elders

John Melick

18,

E. M. Jennings

Assurance,

of confidence

of James & Co.

Chas. Meau 21, 1868

of Henry D.

COUNTY OF JEFFERSON,

The State of Missouri,

To

Isaac Wilson,

You are Hereby Commanded, That setting aside all manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the *15th day of May 1868* at Hillsboro, then and there to testify and the truth to say in a certain matter of controversy, now pending in our said Court, wherein

Isaac Wilson is

Plaintiff, and

Wm. Jennings is

Defendant, on the part of

Isaac Wilson

and herein you are in no wise to fail.

Witness, ELIAS F. HONEY, Clerk of our said Court, with the seal thereof hereto affixed, at office, this *2nd* day of *July*, A. D. 186*8*.

Elias F. Honey Clerk.

Per Thomas D. H.

SUBPŒNA.

TO

Jefferson Circuit Court

May TERM, 186

Welch

Jennings

To Dep

Jesse Elders &

Sheriff fee.

50

I solemnly swear that the within is a true and correct copy of the original as the same is on file in the office of the Clerk of the Court.

John Williams

Sherriff

John Welch off
vs
E. M. Jennings Dft.

In the Circuit Court
of Jefferson County
Mo. March Term
1871

Now comes the deft by his attorney
Philip Pipkin, and moves the court
to permit the plaintiff to withdraw
from the files in this cause a
note of which the following is a
correct copy.

Quinn Stamps
corrected

Victoria Station I. M. R. R. Mo.
December 23^d 1866

Three months after date I promise to pay
John Welch, 200.00 Two hundred dollars
for value received from him with interest
at 7 per cent from date

E. M. Jennings M. D.

A True copy of the
original Attest,

W. D. Boyce Clerk
By E. M. Jennings Dft

Philip Pipkin
Dft's atty.

John Welch
in
Edin. Journal

Proton to northward
and the latitude of city.

Dec 17th 20 1871
and Joyce Co.

CBC Nov. 00

Ino Welch } May 20th 1868, \$ 202.42 790
 & M Jennings }

FFH my clk cop pet, 30 ^c exs $\frac{50}{11}$ mit + cap \$1.10,	\$ 1.90
doek 10 ^c 15 files $\frac{75}{11}$ ord pub $\frac{35}{11}$ cap exs, $\frac{11}{11}$ Gas and, $\frac{20}{11}$	2.40
ord on Elder, $\frac{35}{11}$ renewed ord pub $\frac{35}{11}$ cap exs $\frac{11}{11}$ and CBL, $\frac{20}{11}$ appt, Recv, $\frac{35}{11}$	2.25
ord $\frac{20}{11}$ cap exs 75 ^c - ord $\frac{20}{11}$ cont $\frac{25}{11}$ Sub $\frac{35}{11}$ budgt, $\frac{50}{11}$ Index, $\frac{55}{11}$	2.80
ord $\frac{20}{11}$ ifua joined $\frac{25}{11}$ ord $\frac{20}{11}$ budgt, so Gas, $\frac{50}{11}$ app, $\frac{10}{11}$ ord $\frac{50}{11}$ cont	1.45
making cost, $\frac{50}{11}$ F.B. 10 ^c exs $\frac{50}{11}$ 1 Spa 25 ^c	1.35
	<u>\$ 12.15</u>

John Williams Luff ~~sent by~~ attached, \$ 1.00

Gen ord count	, 50	
" Calls,	40 ^c	
" 1 Spa	<u>50</u>	2.40

C. B. Carr allowed for amt as Gas, 10.00
 \$ 24.55

Wick

20

Jennings

Dear Will