

Jefferson County Circuit Court
Case Files - CIVIL

Box

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May 1867 - # 16

Borner, William

vs

Leutchenmeyer, Fred

Debt, account

Debt of \$612.30 for cash and profits
on sale of wood; lot in Kimmswick
and merchandise attached

William Borner Plaintiff
vs

Frederick Leuchtmeyer Defendant

In the Circuit
Court of Jefferson
County Missouri

The plaintiff states that defendant owes & is indebted to plaintiff in the sum of Six hundred and twelve dollars and thirty cents for cash had & received by defendant for plaintiff, according to an account of the same as follows to wit.

1866

September 10 Frederick Leuchtmeyer Dr
To William Borner

" To cash \$100 \$100.00

Oct 1 To cash 418.20

1867
Feb To amt of profits on sale
of wood ~~delivered~~ upon
which you acknowledge
to be due

\$4.10

\$612.30

Plaintiff states that defendant owes plaintiff the sum of \$612.30 on account as set forth that it is due & unpaid, for which plaintiff demands judgment

H. K. & Thomas

J. A. Beal
Attys for plaintiff

William Dornen

as

Friedrich Leckmeyer.

Petition

Filed Mar 14th 1867

Chas. F. Hooley Clerk

\$3.50 paid by DFF

State of Missouri }
County of Jefferson } ss

William Borner being
sworn on his oath says

This affiant states that the plaintiff in the above entitled cause has a just demand against the defendant therein, now due and that the amount which this affiant believes the plaintiff ought to recover after allowing all just credits and set offs is six hundred and twelve dollars and thirty cents, and that this affiant has good reason to believe and does believe, that the defendant has fraudulently conveyed or assigned his property or effects so as to hinder or delay his creditors.

2^d And further that the debt said for was fraudulently contracted on the part of the debtor, the said Leuchtenmeyer

3 That the defendant has fraudulently disposed of his property or effects so as to hinder or delay his creditors

Subscribed & sworn to
before me this 4th
day of March 1867
Elias P. Hooney Clerk

Wm Borner

Corner
No 1
Leuchtenmeyer

affidavit

Filed Nov 14th 1867
Elias P. Honey Clerk

William Borner Plaintiff } Attachment
vs }
Frederick Leuchtmeier Defendant }

We William Borner as principal and Philip Pipkin and B. N. Sternberg as securities, acknowledge ourselves to be indebted to the State of Missouri in the sum of twelve hundred and twenty six dollars for the payment of which we bind ourselves, our heirs, executors and administrators

The condition of the above obligation is that whereas William Borner as plaintiff is about to commence a suit by attachment in the Circuit Court of St. Jefferson County Mo against Frederick Leuchtmeier defendant, returnable to the next term thereof wherein the sum sworn to is six hundred and twelve dollars & twenty cents. Now if the plaintiff shall prosecute his action without delay and with effect; refund all sums of money that may be adjudged to be refunded to the defendant or found to have been received by the plaintiff and not justly due to him; and pay all damages that may accrue to any defendant or garnishee, by the reason of the attachment or any process or proceeding in the suit or by reason of any judgment or process thereon then this obligation is to be void, otherwise to remain in full force

Approved

Wm Borner

Seal

Philip Pipkin

Seal

B. N. Sternberg

Seal

Approved this 14th day
of March 1867
Elias P. Honey

Born
as
Louch Tenney

Bowl

Filed Mar 14th 1967
Chas J. Henry Clerk

~~Becker~~

State of Missouri }
County of Jefferson

The State of Missouri
To the Sheriff of Jefferson County, Greeting;

We command you to attach Frederick Leuch
Terneyer 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 Six
hundred and twelve dollars and thirty cents with in-
terest and costs of suit, in whose possession soever the same
may be found in your County, and that you summon the said
Frederick Leuchtemeyer that he be and
appear before our Circuit Court of the County of Jefferson, on the
first day of the next term thereof to be holden at the Court House in Hillsboro
in the said County of Jefferson on the Sixth Monday after the fourth Monday
of March next then and there to answer the petition of William Borner

wherein he asks judgment for Six hundred and twelve
dollars and thirty cents and that you also summon all
other persons that you shall find in the possession of goods moneys 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 I the undersigned Clerk of the
said Circuit Court have hereunto set my hand and affixed
the Seal of said Court March 14th 1867

Elias J. Hooney Clerk



This Writ came to hand March 14th 1867, & I did on the same day Levy upon Seize and attach all the Right title & interest of Fred Luchtemeyer in and to Lots 8, 9 & 10 in block 3, in the Town of Rains, Smith Jefferson County Mo and also a Lot of Merchandise consisting of Boots & Shoes and other article of Merchandise of which a full & complete inventory is here to attached marked exhibit "A" & is made a part of this Return and I did on the same day serve the Within Writ on said Fred Luchtemeyer the Within named defendant by delivering to him a true copy of said Writ and annexed Petition as furnished to me by the Clerk and summoned on same day George Luchtemeyer as Garnishee

John Williams Sheriff

No. 16
 So. Jefferson Circuit Court
 May Term 1867
 2799

William Porter

as } Attachment

Fred^{re} Luchtemeyer

John Williams Sheriff

fee \$1.00

Writ filed

Served March 14th

Inventory of Goods,

1/2 Doz	Calf Boots Split lks,	5.00	50.00
1/2 "	Heavy Calf " Kp lks	5.30	60.30
1 "	Kip 1/2 & sold Boots	4.00	40.00
1/2 "	Mr Proof Cavalry "	5.00	30.00
3/4 "	Kip "	3.00	27.00
5/12 "	" "	3.00	15.00
4/12 "	Cavalry Grain "	5.00	20.00
1 1/2 "	Calf un melt "	5.00	50.00
7/12 "	Ladies Goat shoes	2.00	14.00
10/12 "	" Clark Gaiters	2.25	22.50
10/12 "	" Congreg Gaiters	2.00	20.00
1 "	Mens Blom shoes	2.00	24.00
1 "	" Brogans		22.00
1 "	" Calf melt shoes		21.00
5 13 yds	Mens mixed "		20.00
17 "	Womens "		20.00
32 yds	Blue jeans 75		24.00
47 "	Bro Domestic 20		8.40
22 1/4 "	" " 18		4.00
30 "	" " Indian 20		6.00
41 "	" Commonweath 15		6.15
36 "	" " 15		5.40
30 yds	Ex heavy sheeting 75		22.50
45 "	Domestic 30		13.75
47 "	Lonsdale sheeting 27		12.70
47 "	Blk alapacca 50		23.50
			577.40

2	pr pants	BLK, Cal	400	8 00
2	"	pepper & salt,	600	12 00
1	"	BLK Cas		4 00
5	Pullover Skirts,		200	10 00
31 1/2	yds	French goods	50	15 75
40	"	Bleached Shirting	23	10 35
27	"	Collingwood "	25	6 75
31	"	Shirting soft finish	25	7 75
29	"	" Washington	18	5 22
27 1/2	"	" Wyoming		5 95
7 1/2	"	" New York mills	20	2 25
9 1/4	"	Homes Shirting	40	3 70
45 1/2	"	Collingwood "	30	13 65
47 1/4	"	Marked Paris	20	9 45
17	"	Canton Flannel	30	5 10
35 1/2	"	Peterborough Shirting	15	4 35
35	"	Greene Ind "	20	7 00
19 1/4	"	R Calico "	30	5 80
34	"	Delaine	30	10 20
29	"	" "	30	8 70
38	"	no name	50	16 50
42 1/2	"	" "	50	21 25
24 1/2	"	Pacific Delaine	23	5 58
13	"	Delaine	40	5 20
41 1/4	"	Calico	15	6 20
42	"	No name	20	8 40
28	"	" "	20	5 60
42 1/4	"	Gingham		14 80
12 1/4	"	Delaine		4 90
				244, 20

26 yds,	No. Name,	240	13.00
25 1/4 "	Furniture Calico	85	8.85
28 "	No. Name		9.80
1	Box Tobacco Pipe		15.00
1/2	Box C. Mammal shirts	30.0	18.00
4	Calico shirts	150	6.00
7	Check "	175	12.25
2	" "	200	4.00
1	Coat mixed		15.00
1	Blk Coat		12.00
1	Coat mixed		15.00
5	filk vests		20.00
9	Camlet "		27.00
6	Cas "		30.00
7	Red filk Handkerchief	150	10.50
6	Blue " "	150	9.00
4 lb	Woolen Thread		6.00
7	Handkerchiefs	50	3.50
9	"	50	4.50
7	Wine White shirts	175	12.25
10	White Cat shirts	150	15.00
2	Lib " "	250	5.00
6	Knit under shirts	150	9.00
2	Quince		

paper & Ink

Paper for for a King

William Barner, plaintiff of Attachment
against
Frederick Lucchtemeyer, deft. } in Jefferson County,
District Court,

Defendant as a plea in abatement
of the attachment, the parties to which
are named above, denies, that he has
fraudulently conveyed or assigned his
property or effects so as to hinder or
delay his creditors, he further denies,
that the debt sued for by plaintiff, was
fraudulently contracted on his, the de-
fendant's part, and defendant also de-
nies, that he has fraudulently disposed
of his property or effects, so as to hinder
or delay his creditors, and therefore
defendant requires proof of all these
allegations of plaintiff in his affidavit,

Green & Ahlvers with
J. C. Moody, attys
for defendant.

Defendant Fred. Lucchtemeyer, makes
oath and says, that the foregoing plea
in abatement and the matters and things
therein contained, he ^{knows} believes to be true,

Sworn to and subscribed }
before me, this 1st day of }
April 1867 }
Henry P. Ahlvers }
Notary Public. }
Fr. Lucchtemeyer

William Barnes
rect

Pro
Fred Luckenmay
depold,

Then as admission
by depoldand

Wichburg 6/1867
E. H. H. H. H.

SUBPŒNA.

TO

Jefferson Circuit Court

May . . . TERM, 1867

Wm Borerer

Fred Suchenmeyer

Sheriff fees \$2.00.

I executed the within writs on the 1st day of May 1867
on James E. Innes and Ed M. Carter and he both
acknowledged reading the same
This is the day of May 1867.

John William Sherwin

By R. E. Whitlock

Deputy

County of Jefferson
The State of Missouri,

To Frederick Luchtemeyer

You are hereby commanded, that setting aside all manner of excuse and delay you appear before our circuit court for the County ofonesaid Forthwith and produce in open court here certain books of account kept by you as the agent of George Luchtemeyer, and certain invoices of goods, and a deed made by you to said George Luchtemeyer of certain goods and real estate, and a certain power of attorney made by the said George Luchtemeyer to you, 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 11th day of Nov 1867,
Elias F. Honey Clerk

In the Jefferson Circuit
Nov Term 1867

Doerner

Lichtmeyer

Subpoena
Docketed

For Trial

Sheriff's fees

157

I executed the within sup^a at Jeff Co Mo
on Frederick Lichtmeyer on the 24th
day of Nov / 67 by ~~leaving a true copy~~
~~with a member of his family over the~~
~~in his presence and hearing~~
age of fifteen ^{years} John Williams Sheriff
By W W Horne Depy

J^m D^r Turner. } In the Circuit Court Jefferson Co.
 vs. } May Term 1867.
 Fred A Leuchtemeyer. } Civil action of attachment
 This cause is continued, Plaintiff to pay costs
 of continuance for this term,
 Geo Biele

E. J. Honey Clerk. Plea in abatement. ~~25~~ - . 35

cont 25^o or or sale 35^o Index 15^o docket 10^o Bill costs 25^o / 1.10

Cost of this fee bill 60^o app 10^o files 15^o 85

5 Sp. A. / 1.25

1.25 / 3.55

John Williams Sheriff. Serv 14 Sp. A. / 7.00 calls 15^o

7.15

✓	Mr M Fletcher,	1 day 14 miles	/ 2.12
✓	Geo Leuchtemeyer	1 " ~~60~~ "	1.00
✓	Wm Borgmald	1 " 46 "	4.68
✓	Fred Vollmacker,	1 " 46 "	4.68
✓	Kaufer Arnold	1 " 46 "	4.68
✓	Geo Seeman	1 " 46 "	4.68
✓	Geo Seitz	1 " 46 "	4.68
✓	Chas S Hensing	1 " 92 "	8.56
✓	Antone Fette,	1 " 92 "	8.56
✓	Chas Cadmaller,	1 " 46 "	4.68
✓	G Rauschenback,	1 " 46 "	4.68
✓	F Nees	1 " 46 "	4.68

4.68 / 57.67

68.57

68.37

State of Missouri } p
 County of Jefferson } I Elias J Honey Clerk of
 the Circuit Court within and for said County

do hereby certify that the foregoing is a true and
correct bill of costs in the above cause ac-
rued at the May Term 1867. That the same was
continued as aforesaid and the Plaintiff ad-
judged to pay costs of continuance,

Witness my hand and the seal of
said Court at office this 15th
day of June 1867.

E. F. Honey, Clerk

By C. Thos. Marine Atty.

2799

Boerner

Mr Boerner.

He
Lueckh

no
Lueckhener

Geo Will

Reame vs Luchtmeyer 2 In the Jefferson Circuit
3 Court Nov. Term 1867

Philip Pippin attorney for the plaintiff
in this Cause states to the Court that
Frederick Luchtmeyer defendant has
in his possession certain books of
account kept by him as the agent
of George Luchtmeyer, and certain
invoices of goods, and a deed made
by him to said George Luchtmeyer of
certain goods & real estate, and a
certain power of attorney made
by said George, that are material
evidence for plaintiff in this
Cause, wherefore he asks the
Court to require said Luchtmeyer
to produce said papers on
the trial of this Cause.

Subscribed & sworn to before me this Nov 11th 1867

P. Pippin

E. H. Hanes Clerk

By C. D. Hanes Dep

It
for her count
on D. Duane's

will draw \$1000
to Duane's

State of Missouri St Louis County
 John W Moody on oath says
 that on or about November
 1st 1867 he personally served
 upon Charles S Kintzinger, Herman
 Fette & Isaac Bush subpoenas
 on behalf of the defendant in
 the cases of Saupé & Kintzinger
 Bourne & same, Morgan & C & same
 Claflin & C & same and William,
 & C & same, all pending in the
 Jefferson Circuit Court, ~~by~~
~~serving the same in their hearing~~ & shew-
 ing the same to each of them & letting
 each of them make a memorandum thereof.
 C D Alford was not found.

John W Moody

Subscribed & sworn to before
 me Nov 6 1867.

John W. Moody
 Notary Public
 Sh & Co. Mo

Notary Fee 50¢
 Stamp 5 83¢
 Sum 2.50
 Paid by Moody 83.00

Mrs Boerner

vs

Fred Leuchteneger } In account with William Smith

Dr To. Bopes 2,00

" Storage 1,00

" Freight 1,00

" Personal services 1,00

Approved by order of bank \$3,00

C. J. Droney cash

William Borner, plff. } In the Circuit
 against } Court of Jeff
 Frederick Lucktemeyer, } ss. Co. Mo.
 defd. } May Term 1868.

Now on this day comes the
 defendant, Frederick Lucktemeyer,
 and petitions the Hon. Court
 to grant a change of venue in
 the above entitled case for the
 following cause to wit: That
 the inhabitants of the County
 of Jefferson are prejudiced
 against him, said Frederick
 Lucktemeyer,

Fred. Lucktemeyer.

State of Missouri } ss. Frederick
 County of Jefferson } Lucktemeyer being duly sworn
 upon his oath, says, that the fore-
 going petition and the cause therein
 alleged are true, and that he has
 just cause to believe, that he cannot
 have a fair trial on account of the same,

Sworn to and subscrib-
 ed before me this 16th day
 of May 1868.

Elias Honey et
 By Tho. H. Honey Depy

For Lucktemeyer

Mr Porter
do
Lynchburg

appt for change
of venue

Giles May 16th 1828
C. H. F. May 22

Wm Bomer

vs
F. Luckenyer

In the Circuit Court
of Jefferson County
Missouri
Mar Jun 1870

Now comes the ~~defendant~~ plaintiff
by his attorney and moves the Court
to set aside the costs of \$55-40 allowed
George Luckenyer as a witness in
the case against the plaintiff
Because

1. Said witness never was
summoned, as a witness in the
case, and never traveled as
said witness 680 miles for which
he charges, but voluntarily appeared
before the Court claiming the
property attached in this suit.

2. Because said Luckenyer is not entitled in law to said \$55-40 -

3. Because, the said witness being
a resident of Chicago Illinois
and living at a distance of
over 40 miles from the place
of trial his disposition should
have been taken.

Fisher Thomas & Phipps
for P'ty.

Doerner
in
Luthmeyer

Problems to solve
Coats,

Red March 1876
C. H. H. H. H.

William Boerner vs Frederick Luchtmyer } In the Circuit
Court of
Jefferson County
Mo.

Now comes Frederick Luchtmyer
and moves the Court to set
aside the finding & judgment
of the Court rendered herein
on motion to ~~set~~ Tax Costs
against this defendant of
an item for fees of George
Luchtmyer taxed against the
Plaintiff in the case of William
Boerner vs ~~Frederick~~ Frederick
Luchtmyer heretofore pending
in this Court for the
following reasons viz,

- 1st Because under the Law
& evidence upon the trial
of said motion this defendant
is not liable to pay said
Costs
- 2nd Because said Costs are wrongfully
taxed against this defendant

Williams
for Dep. Luchtmyer

Boerner
as
Buchtemper

Prothon for
New Trial

Dec 1 March 23 1870
E. J. Haylett

William Boerner

in
Fred Luchtemeyer

} In the Jefferson
Circuit Court

Now at this day comes said
Plaintiff and states that the Sheriff of
Jefferson Co. Mo. who is the above
named defendant has collected the
sum of Fifty four $\frac{40}{100}$ dollars which was
told as fees of Geo. Luchtemeyer
improperly against Plaintiff. He
therefore asks for an order on
the said Sheriff to pay over to said
Plaintiff the sum of Fifty four $\frac{40}{100}$
dollars the amount so improperly
told against him and collected
of him.

Fisher & Rowell
for Plaintiff.

Boerner

27

Lu ck lein eyn

Mother to require
cheift to pay some
money.

1870

Friday March 23rd 1870

D. G. Henry

11

William Baerner plaintiff
as
Fred. Lichtemeyer, deft.

Instructions asked by defendant.

1st This jury is instructed, that to render the deed from Frederick Lichtemeyer to George Lichtemeyer fraudulent as to ~~the~~ the creditors of Fred. Lichtemeyer, it must appear from the evidence, and the jury must be satisfied, that the deed was executed for that purpose.

It is not enough, that the effect of the deed is such as to delay the creditors of the defendant, he must have executed it with that purpose and intent,

2^d for Deft;

7

If the jury believe from the evidence that the conveyance of real and personal property of defendant made by him to his brother, George Lutchmeyer was made in good faith to secure the indebtedness of defendant to said Geo. Lutchmeyer, and not to cover up debts, property in whole or ⁱⁿ part; so as to hinder and delay or defraud other creditors of the defendant - or to cover up the defendants property for his use then said conveyance & bill of sale although the design was to give George Lutchmeyer a preference, if that was the sole design was not fraudulent, within the meaning of the attachment act;

8.

But before the jury can so find they must be satisfied from the evidence that George Lutchmeyer took actual possession of the goods and personal property mentioned in said conveyance & bill of sale and that the possession thereof ^{was} open notorious, and unequivocal and such as to apprise the community or those who are accustomed to deal with Deft. that the goods had changed hands and that the title had passed out of the ~~Deft.~~ into the purchaser George Lutchmeyer.

No 7.

Refused.

The Jury are instructed that they are to determine whether the sale of his property by the defendant, was made ^{with} fraud, delay, or defraud creditors, from all the circumstances in the case & for this purpose - among other circumstances - it is proper for them to consider - the relationship between the parties to the sale, the adequacy of the price - the purchases made by the defendant near that time - the statements made by the defendant, as well as, the character of the property disposed of -

Refused

In order to find the issue in the first or second
causes laid for attachment in favor of plain-
tiff it is not sufficient that the assignment,
conveyance or disposal of his property by Theodore
Sichtensmeyer had the effect to hinder or delay
some of his creditors, but it must appear that
the same was done with the fraudulent
intent to produce that effect, and unless it so
appears to the satisfaction of the jury, the verdict
in said causes ought to be for defendant

The Court instructs the jury that it was not
necessary for George Lichtmeyer to take possession of
the property sold to him in person but he had
the legal right to do so by an agent and he had
the further legal right to constitute Theodore
Lichtmeyer his agent for that purpose -

Refused

There is no proof in the cause that the debt
sued for was fraudulently contracted and the
jury should find this issue for defendant.

Refused

A debtor in failing Circumstances may give a preference to one or more of his Creditors to the exclusion of others, and such disposition of his effects is not impeachable on the ground of fraud, though it ~~embraces~~ all his property.

And a Deed is not necessarily fraudulent because it embraces all of the vendor's property, or merely because the vendor continues in possession,

126
11

If the jury believe from the evidence
that at the time the writ of attachment
was issued in this case that defendant
had fraudulently converted his property
so as to hinder or delay his creditors the
jury ^{should} ~~ought~~ to find for plaintiff.

2^d. If the jury find from the evidence that the debt of \$612.30 sued for was fraudulently contracted for on the part of the defendant - the jury should find for Plaintiff

3^c

Evidence that Producers in the kind of
the firm a reasonable satisfaction or belief of
fraud will warrant their verdict there-
of and fraud may be proved by cir-
cumstantial as well as direct evidence.

Refused

No. 1.

The jury are instructed that if they believe from the evidence that the Defendant - Frederick Luchtmeyer conveyed his property to his Brother George in order to either, hinder, delay or defraud his Creditors - they should find for the Plaintiff.

No. 2.

The jury are instructed that if they believe from the evidence that the Defendant Frederick Luchtmeyer had the property, claimed to have been conveyed to his Brother George, by the bill of sale read in evidence - in his possession or under his Control, after said sale, then said sale was fraudulent and void as to the Creditors of the Defendant, and they should find for the Plaintiff.

No 4.

Although the jury may believe from the evidence that the Defendant Frederick Luchtemeyer was indebted to his Brother George Luchtemeyer in the sum of three thousand dollars or any other sum, and that for the payment of that sum, and the further consideration of ~~4~~ notes of three thousand dollars, executed to his Brother George the Bill of Sale, and deed rec'd in evidence. Yet ~~in~~ they find from the evidence that said George Luchtemeyer, within a reasonable time ^{after said sale} took actual possession of the property alleged to have been conveyed by said bill of sale, ^{& deed} that such possession was open, notorious and unequivocal - such as to apprise the community that the goods had changed hands from the Defendant to said George Luchtemeyer, that such change of possession was actual ~~and~~ continuous, exclusive and complete. Then they shall presume said sale to be fraudulent as to the creditors of the Defendant, and find for the plaintiff.

No. 3.

The jury are instructed that the
~~fact~~ ^{fact} concerning the bill of sale
made by defendant to his brother
George Wheat in evidence, is of no
avail to defendant so far as a
fraudulent intent is concerned.

No. 3: *Referred* The jury are instructed that if they believe from the evidence that after the alleged sale of the property in question by Defendant to his Brother George, Defendant remained in possession of said property or any part of it, then said sale was fraudulent and void as against the Creditors of the Defendant & the jury should find for the Plaintiff.

No. 4: *Referred* If the jury believe from the evidence in the Case that the Defendant fraudulently contracted the debt sued upon in this Case with the Plaintiff, then they should find for the Plaintiff.

1st for Debt,

6

The issues to be tried by the jury in this case are

- 1st Did Ferdinand Lichtmeyer fraudulently convey or assign his property or effects so as to hinder or delay his creditors
- 2^d Did said Lichtmeyer fraudulently dispose of his property or effects so as to hinder or delay his creditors -
- 3^d Does the debt sued for fraudulently contract-
ed by said Lichtmeyer.

The burden of proving these allegations lies on the plaintiff, and the jury should be satisfied that the property effects of said Lichtmeyer were conveyed or assigned or disposed of, and that the same was done with the specific intent at the time fraudulently to hinder or delay his creditors.

Bornes
vs.
Lulchtemeyer

8 If the jury believe from the evidence that the deed and bill of sale executed by Fred. Lulchtemeyer to Geo. Lulchtemeyer dated March 1 1867 was a mere continuance between them to place the title to the property described in said deed and bill of sale in Geo. Lulchtemeyer reserve the secret use of the property to Fred. Lulchtemeyer Lulchtemeyer, in order to hinder or delay the creditors of Frederick Lulchtemeyer in the collection of their demands against him, then said deed & bill of sale is fraudulent as to such creditors and the jury should find the issue for the Plaintiff.

9 If the jury find from the evidence that Fred. Lulchtemeyer on the 1st March 1867 was largely indebted to divers persons & that he had the title to all his property both real & personal placed in ~~his brother George~~ the name of his brother George in order to gain time or make terms with his creditors in regard to the payment of their debts then said deed & bill of sale conveying

such property is fraudulent & void & the
jury should find the issues for the
Plaintiff.

Although the jury may believe from the evidence that Fred Lucktemeyer was indebted to his Brother George in the sum of \$2250, and in consideration of said sum and three thousand dollars in note conveyed his property to his said Brother, yet if the jury further believe from the evidence that said Fred made said conveyance with the intent to hinder delay or defraud his creditors, they will find for the plaintiffs.

Refused.

Yrs the truly kind for the
Monday James Dickinson

Wm Boerner } In the Jefferson Circuit
 vs } Court,
 J Luchtmeyer }
 Civil action by attachment
 Fee Bill

Elias Honey, Clerk, cop. pet, & acct.	\$ 1.00	
crs 500, writ \$1, cop 10, stamp 50, 2 affd, 30, dock 10,	3.00	
files 25 bnd 20, Plea abt, 20, ord 35, 2 cent 50, rule 20,	1.70	
ord 20, ord on Luch, to produce &c, 20, cert cop 75,	1.55	
making cash 25, This is B cost \$2.00 185 pas, \$4.50	6.75	\$13.60

John William Shuff, sero def,	1.00	
40 Spas,	20.00	
amt allowed by Court on account,	5.00	\$26.00

Sum & cert jury - \$1

Amt pd by Wm Boerner,

Witnesses

May Term 1861,	John W Fletcher	1 day 14 miles,	\$ 2.12
" " "	Theo Luchtmeyer,	2 " 46 "	5.68
" " "	" "	4 " 48 "	7.84
	George Luchtmeyer	5 " 1360 "	115.05
	Wm Borgmalo,	5 " 94 "	12.52
	D Volmeke,	1 " 46 "	4.68
	Haver Arnold	5 " 94 "	12.52
	Geo Suman	5 " 94 "	12.52
	George Seitz	1 " 46 "	4.68
	Chas S Kintzing	1 " 92 "	8.56
	Anton Fette	1 " 92 "	8.56
	Over		\$194.83
			\$234.93

amt. brot for				234 98
Charles Cadwallader,	1 day	46 miles,	4, 68	
G. H. Rauschenback,	2 "	94 "	9, 52	
Fred Weiss,	5 "	94 "	12 52	
James Rutherford	4 "	80 "	10 90	
Julius Volmke	4 "	48 "	7 84	
Fred Volmke	4 "	48 "	7, 84	
H. Fette	4 "	80 "	10, 40	
Theodore Kimm	3 "	48, "	6 84	
R. A. Hunt,	1 "	48 "	4 84	75, 38
				310.31

Boomer
no
Luchman

Fire Dec 30, 31

B Stenberg	1 day 80 miles	7.65-
Erkensenberg	2 " 120 "	16.10
M Borgmalo	2 " 48 "	5.84
Ando Vollmecke	2 " 48 "	5.84
Julia Vollmecke	2 " 48 "	5.84
Xavier Arnolds	2 " 48 "	5.84
Aug Rauschenback	2 - 52	6.16
R N Hunt	2 - 48	5.84
Jas Rutherford	1 - 80	7.65-
George Luchtemeyer	3 - 680	58.15-
C L Komo	2 day	2.00