



Minnesota District Court (Carver County)
Civil and criminal case files

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No. 1218 Vacating
of
street

DISTRICT COURT,
CARVER COUNTY, MINN.

In the Matter of the Vacating
of part of Elder Street
Plaintiff.
The Waterbury Carver
Co. Minn.

Defendant.

Sam Fowler
Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry May 13 1879
Court Reg. A Page 171
Register of Actions
Term Tried 1

Judgment for

Amount of Judgment \$

Date of Judgment May 13 1879
Min. Rec. A Page 568
Judgment Book

Default Judgment Book Page

Date of Docketing 1

State of Minnesota
County of Carver } ss.

District Court
Eighth Judicial District

In the matter of an application
of Marcus F. Lienau and George Roschier and others
to vacate that portion of Mary
Street in Lewis' Mill Reserve
Addition to the Townsite of the
~~Village~~ of Watertown in the County
of Carver commencing at Madison
Street in said addition and
running thence in a North Easterly
direction to Crow River

Petition

The petition of the undersigned freeholders
and residents of the Village of Watertown in
the County of Carver and State of Minnesota
respectfully shews to the Court

I That all of that portion of Mary Street in
Lewis' Mill Reserve addition to the Townsite
of the Town of Watertown, as shown by the
plat of said addition on file in the office
of the Register of Deeds in the County of
Carver, situate as follows, to wit: Commencing
at Madison Street in said addition and
running thence in a North Easterly direction
to Crow River is useless and unfit for
a street or highway and is of no benefit to

the Village of Watertown or its citizens as a public highway.

II That said Street is by nature made impassable and unfit for travel at Crow River aforesaid, and that said Street cannot be made of any benefit as a highway or fit for travel thereon unless a bridge should be built across said Crow River to connect with said portion of said Main Street, and that a good and sufficient bridge is now erected and used on another street of said Village at a distance not greater than two hundred yards from said Main Street.

III That all of said Main Street has been vacated by order of this Court with the exception of the portion above described.

IV That all of the land contiguous to and adjoining said portion of said Street is owned and occupied by M. F. Leeman and George Roschewitz and that no injury or damage will be done to the owners or occupants of any lands adjoining said Street by the vacation of said portion of the same.

Wherefore your petitioners pray that said above described ~~portion~~ portion of said Street may be by order of this

Court - vacated.

And your petitions will now pass.

Marcus F. Simon
G. R. Reichert
C. Warriman
Louis Trause
L. B. Campbell
Fred Mueller
F. Dressler
H. A. Barth
C. Kopler
J. B. Kohler
J. J. J. J.

State of Minnesota
County of Carver
District Court

In the matter of
application to vacate
Wang Street in Watertown

Petition

Filed May 13th AD 1879.
C. S. Grayson Clerk

171.

Stow
Atty for petitioner

State of Minnesota
County of Carver

NOTICE OF VACATION OF STREET.

Notice is hereby given that at the District Court in and for the County of Carver Minnesota on the 26th day of April A. D. 1879 at the Chambers of the Judge of said Court at the City of Shakopee in the County of Scott and at the opening of said court or as soon thereafter as council can be heard, an application will be made on the part of Marcus F. Lienau, Geo. Roescheise, C. Merriman, Louis Krause, Peter Campbell, Fred Muereien, F. Dressler, F. A. Barth, C. Kohler, V. Heck, S. B. Kohler, Chas. Zeyer, for the vacation of a certain street in the Townsite of the village of Watertown, in said County of Carver, as appears by plat of said Townsite of Watertown on file in the office of the Register of Deeds of said county, said applicants being proprietors and owners therein, and which said street so sought to be vacated as aforesaid is more particularly described as follows, to-wit: All of that portion of Mary street in Lewis Mill Reserve addition to the Townsite of the town of Watertown as shown by the plat of said addition on file in the office of the Register of Deeds in the county of Carver, situate as follows, to-wit. Commencing at Madison street in said addition and running thence North Easterly direction to Crow River.

Dated March 12th 1879.

S. FOWLER,
Att'y. for Applicants,

F. E. DuToit, being
first duly sworn on oath
says that he is one of
the publishers and the
foreman of the Chaska
Weekly Valley Herald,
a newspaper printed and
published at Chaska in
the County of Carver and State
of Minnesota, that a
"Notice of Vacation of Street,"

of which the annexed is a
printed copy, was duly published
in said Weekly Newspaper
for seven (7) successive weeks.
The first publication thereof
being on the 13th day of
March A.D. 1879 and the last
publication thereof being on the
24th day of April A.D. 1879.
F. E. DuToit.

Foreman & Pub

Subscribed and sworn to this 3rd
24th day of April A.D. 1879 3.

J. F. Diller
Justice of the Peace

State of Minnesota
 County of Carver } ss. Marcus F. Linnam being
 first duly sworn says
 that on the 22nd day of March A.D. 1879
 he posted ~~Two~~ copies of the notice referred to
 in the within affidavit of F. L. DuBois published
 in ~~two~~ of the most public places in
 said Village of Watertown as follows, to wit:
 One at the drug store in said Village on
 front door of said Village Store,
 One on Dressler & Barth's store in said
 Village.

Subscribed and sworn to before me
 this 26th day of April A.D. 1879

E. Southworth

Notary Public

South Co. Minn.

M. F. Linnam

Publication Fee.
 \$6.75.

District Court
 Carver County

In the matter of the vacation
 of a part of Gray Street
 in Watertown Carver Co.

Affidavit of publication
 & affidavit of posting notice

Filed May 13th 1879.
 Wm. H. H. H. H. H.

171.
 Attorney for Defendants

State of Minnesota }
County of Carver }

District Court
Eighth Judicial District

In the matter of the application of
Marcus F. Lienau George Roscheise
C. Merriman, Louis Krause, Peter
Campbell Fred Mueller, L.
Dressler, F. A. Barth, C. Kohler
V. Heck, S. B. Kohler and Charles
Jeyer proprietors and owners of
the Town site of Watertown Carver
County Minnesota for the vacation
of all that portion of Mary Street in
Lewis Mill Reserve Addition to the
Townsite of the Town of Watertown
as shown by the plat of said addition
on file in the office of the Register of
Deeds in the County of Carver situate
as follows, to wit: Commencing
at Madison Street in said addition
and running thence in a North
Easterly direction to Crow River

This matter having come on for hearing before
me at my Chambers in the City of Shakopee
in the County of Scott on the fifth day of
May A.D. 1879 J. Foster appearing as Attorney for
the petitioners in the aforesaid application
and S. Hainlin Esq Attorney at Law appearing

for Mrs Georgiana Lewis and for the Village Council
of the Village of Watertown in opposition to said
application, and having heard the evidence
offered by said petitioners in support of
their said application, no evidence being
offered in opposition thereto, and after
examining the application of said petitioners,
the affidavit of proper publication and
the affidavit of posting of notices as required
by law

Now therefore on motion of S. Fowler Attorney
for said petitioners it is hereby ordered and
adjudged that the relief prayed for in said
petition be and the same is hereby
granted and all of that portion of Mary
Street in Lewis' Mill Reserve Addition to the
Townsite of the Town of Watertown as shown
by the plat of said addition on file in the
office of the Register of Deeds in the County
of Carver situate as follows, to wit:

Commencing at Madison Street in said addition
and running thence in a North Easterly direction
to Crow River is hereby vacated.

Dated this 5th day of May
A.D. 1879

J. L. MacDonald
Judge 8th Dist.

Attest: G. W. Weyenbuhl
Clerk.

Dist. Court
Cann County.

In the matter of the
vacation of a part
of my tract in
Washington Run Co.
Minn.

Order of Vacation

Filed May 13th 1884
Chas. H. Gay
Clerk

171

Storke
Atty for Petitioners

Tax
No. 1219 Judgment

DISTRICT COURT,
CARVER COUNTY, MINN.

In the matter of the application
of John Ragan to execute and
Satisfy certain tax Judgment
Plaintiff
vs.

Defendant.

Samuel Fowler
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry May 13th, 1879

Register of Actions "A" Page 194

Term Tried 19

Judgment for

Amount of Judgment \$

Date of Judgment 19

Minute Record "A" Page 569
Judgment Book

Default Judgment Book Page

Date of Docketing 19

Sec.

7

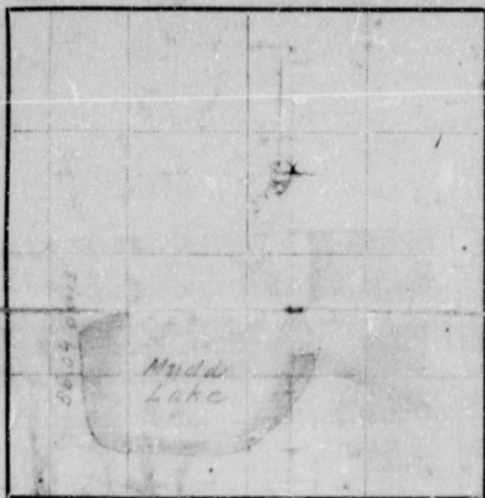
T.

114

N. R.

33

W.



I do hereby certify that I have surveyed that part of Mudd Lake that is situated on the West half of the South West quarter of section seven (7) in Township 11 North & Range 33 West (Mancos River) and that it contains 14 acres, and is unfit for cultivation.
 Dated January 8th 1877.

John O. Brunius
 County Surveyor
 Carver County
 Minnesota.

State of Minnesota
County of Carver }

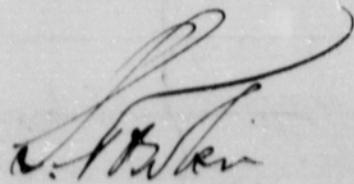
District Court
Eighth Judicial District

In the matter of the application
of John Hogan to vacate the
Several tax judgments entered
in the above Court against the
West half of the South West
Quarter of Section Number
Seven Town one hundred and
fourteen Range twenty five
for taxes due on said land
for the years 1867, 1868, 1869
1870, 1871, 1872, 1874, 1875-
1876 and 1877.

Answer

The above named
John Hogan for answer to the tax
~~judgment~~ Complaint in the above entitled
matter respectfully shows to the Court
1st That during the years 1867 and
1868 the said John Hogan was in possession
of the West half of the South West quarter
of Section seven Town 114 Range 25 in
said County of Carver but that said
John Hogan during the said years was not
the owner of the said land and was possessed
of no title to the same and that the said
taxes for said years were wrongfully and
improperly assessed against said Hogan

2nd That at least fourteen acres of
said above described land is submerged
in a certain lake known and called
Wind Lake and that the said fourteen
acres is at all times and seasons of
the year completely submerged and
is and during all of said years
has been entirely unfit for cultivation
and has been of no value to said Hogan
Therefore said applicant prays
that the said tax judgment for
said years 1867 and 1868 may be
vacated and set aside and that
the said tax judgments for the said
subsequent years may be so modified
and changed as to relieve said
applicant from the payment of any
taxes penalties or interest upon
said fourteen acres so submerged
as aforesaid.


A. H. Allen

Atty for John
Hogan above named

State of Minnesota
County of Carver } ss John Hogan being
first duly sworn
says that he is the applicant named
in the foregoing answer and that
he has heard the said answer read
and knows the same to be true.

Subscribed and sworn to
before me this 14th day of } John Hogan
August A.D. 1928
J A Sargent
Judge of Probate
learn to mine

District Court
Casper County
N. M.
H. J. Rogers

In the matter of the
application of John
Hogarth to vacate and
modify certain Tax
Judgments

Reserve

filed May 13th A.D. 1879.

Atty for Hogan

State of Minnesota
Dist. Court 8th Dist.

County of Carver

In the matter of the application
of John Hogan to vacate the several
tax judgments entered in said court
against the W¹/₂ of the S. W¹/₄ of Sec. 7 Town
114 R. 25 for taxes due on said
land for the years 1867, 1868, 1869,
1870, 1871, 1872, 1874, 1875, 1876 and 1877.

This cause having come on ^{before}
me in open court at the October
1878 term of said court, and
the county attorney having
stipulated that said judgments
be opened and said applicant
~~have leave to~~ ^{have leave to} file his answer un-
pro time, and he having
done so, and it having been
made to appear that the
facts stated in said answer
are true; now therefore
(the county attorney consenting
thereto) it is ordered that
said judgments be vacated
and modified, as prayed
for in said applicants
said answer.

May 9th 1879.

Attest: Chas. Graydon

J. L. MacDonald
Judge 8th Dist.

District Court
Carver County
8th District

In the matter of the
application of John
Hogan to vacate and
modify certain tax
judgments.

Decree

Filed May 13th 1899.
C. H. Hagenbuhl Clerk
- 194. - Reg. A.
Minute Book "A", 569

Stowler
Atty for Jno Hogan

Assessing.
Damage

No. 1220

DISTRICT COURT,
CARVER COUNTY, MINN.

Bathsheba Edwards
Plaintiff.

vs.
Martha F. Lienan
George R. Reiche
Defendant.

H. J. Puck
Plaintiff's Attorney.

Samuel Fowler
Defendant's Attorney.

Date of Entry May 13th 1872

Register of Actions A Page 197

Term Tried 1

Judgment for

Amount of Judgment \$

Date of Judgment 1

Judgment Book Page

Default Judgment Book Page

Date of Docketing 1

and until the further order
of this Court.

Subscribed and
sworn this 5 day } Book
of May, 1879.

J. L. MacDonnell
Judge of the Dist.

State of Minnesota, Marcus F. Lienan being first
County of Carver I duly sworn says that on the
12th day of May A.D. 1879 he
served the within order upon the within named
Bathsheba Edwards at the Town of Watertown in
said County by delivering to her a true and
correct copy of the within Affidavit and order

Subscribed and sworn to
before me this 12th day of
May A.D. 1879

M. F. Lienan

C. S. Halgren

Notary Public

Minn.

State of Minnesota
District Court
Carver County

Bathsheba Edwards

- against -

M. F. Lienan et al.

Affidavit & order to
show cause

filed May 13th 1879.
C. S. Halgren Notary

1879

A. J. Peck & S. Foster
Defendants Attorneys

Promissory
Note

No. 1721

DISTRICT COURT,
CARVER COUNTY, MINN.

Adolph Eiseleines guardian
of Thure Windelset al, Plaintiff.

vs.

Bernard L. Loomis
Defendant.

L. L. Boster & Samuel Fowler
Plaintiff's Attorney.

W. C. Adell
Defendant's Attorney.

Date of Entry May 16th 1879

Register of Actions "A" Page 247

Term Tried October General 1879

Judgment for Plaintiff

Amount of Judgment \$ 361.66

Date of Judgment December 20th 1879

Minute Record "A" Page 587

Default Judgment Book Page

Date of Docketing December 20th 1879

Judgment Book "A" page 300-

Fol 1

State of Minnesota,
County of Carver }

District Court
Eighth Judicial District

Adolph Liselein as guardian
for Therese Wendolph John
Wendolph and Anna Wendolph
minor children of Anton
Wendolph. — deceased

Complaint

Against

Bernard Leivermann

The complaint
of the Plaintiff in the above entitled action
shows to the Court.

For a first cause of action

That on the 9th day of July A.D. 1874 at the
Village of Chaska in said County of Carver
letters of guardianship were duly issued
according to law by the Probate Court of said
County appointing the above named Plaintiff
as guardian of the minor children of one
Anton Wendolph deceased and said Plaintiff
then and there accepted the said trust and
has ever since acted in his said capacity
as guardian of said minor children.

Fol 2

That on the 7th day of May A.D. 1875 at
Chaska in said County the above named
Defendant made executed and delivered to
said Plaintiff as such guardian as aforesaid.

Vol 3

a certain promissory note in writing
which said promissory note was and is in
the words and figures following, that is to say:
\$ 500⁰⁰ Chaska May 7th 1875.

" Four years after date I promise to pay to
" Adolph Lieberin as guardian for Theres
" Windolph John Windolph and Anna
" Windolph or order Five hundred dollars
" with interest at the rate of ten per cent per
" annum payable annually
" Value received Bernard Lieberman"

That said Plaintiff as such guardian as
aforesaid thereupon became and still is the
owner and holder of said promissory note.
That no part of said note has ever been
paid and there is now due to said Plaintiff
for interest on said note the sum of
one hundred and fifty dollars.

Vol 4

For a second cause of action

That on the 7th day of May A.D. 1875 at
Chaska in said County the above named
Defendant made executed and delivered
to said Plaintiff as such guardian as
aforesaid a certain other promissory
note in writing which said last mentioned
promissory note was and is in the words
and figures following, that is to say:

" \$ 610¹⁰⁰

Chaska May 7th 1875.

Fol 5.

" Five years after date I promise to pay to
" Adolph Eiselein as guardian for Theres
" Windolph John Windolph and Anna
" Windolph or order five hundred and ten 100
" dollars with interest at the rate of ten
" per cent per annum payable annually.
" Value received Bernard Leeverman

That said Plaintiff as such guardian as
aforesaid thereupon became and still is the
owner and holder of said ^{last mentioned} promissory note -

That no part of said last mentioned note
has ever been paid and there is now due
to said Plaintiff as such guardian as aforesaid
for interest on said last mentioned note
the sum of one hundred and eighty three
dollars -

Fol 6

Wherefore the Plaintiff asks judgment
against said Defendant for the sum
of Three hundred and thirty three dollars
besides the costs and disbursements of
this action -

L. L. Baxter and S. Fowler

Plaintiff's Attorneys
Chaska Minnesota

State of Minnesota
County of Carver
District Court
5th District

Adolph Eiseleing as
Guardian &c

- vs. -

Bernard Leivenmann

Complaint

Filed April 13th A.D. 1899.
G. Wraymehl (clerk)

- 244 -

L. L. Baalier & Son
Plffs Attys

State of Minnesota
District Court Eighth Judicial District
County of Carver

Adolph Eselin Guardian of
Theresa Wendolph, John Wendolph
Anna Wendolph Minor children of
Anton Wendolph deceased
against

Rudolph ~~Linnemann~~

The above entitled action
having come on to be heard at the general
October term 1877 thereof and the above
named defendant having withdrawn
his answer in said action and consented in
open Court that judgment be taken
and entered against said defendant
and in favor of said plaintiff as
demanded by the plaintiffs complaint
herein -

Ordered on Motion of L. B. Baxter
and Samuel Faxon plaintiffs Attorneys
that judgment be entered in this action
in favor of the above named plaintiff
and against the above named de-
fendant in all respects as demanded
in said complaint

Dated Oct 21st 1877

J. L. MacDonall
Judge District Court

State of Minnesota
District Court
County of Carver,

Adolph Riedlein, Guardian
of
Bernard Heermann

Under for Judgment.

Filed October 21st 1899.
Eugene E. Eichel
Clerk.

II

— 1899 —
— 1899 —

STATE OF MINNESOTA,District Court *Eighth* Judicial District,County of *Carver**Rolph Eiselein as guardian for Therese
Mindolph John Mindolph and Anna Mindolph
minor children of Anton Mindolph - Deceased*

Plaintiff

against

Bernard Leivermann

Defendant

BILL OF COSTS AND NOTICE OF TAXATION.

COSTS BY STATUTE.

\$ *10.00*

DISBURSEMENTS.

Affidavits, *one* \$ *.25*Sheriff's Fees, \$ *1.50*Clerk's Fees, (to be taxed,) \$ *3.40*Witness' Fees, \$ *15.15**Amount due on filing complaint* *333.00**Interest on same.* *13.51*\$ *346.51**358.26*

STATE OF MINNESOTA,

County of *Carver*

ss.

*Samuel Fowler*being duly sworn, says, that he is *one of the* Attorney of the *Plaintiff* in the
above entitled action, and that the above specified items of disbursements have been necessarily made
or incurred therein by said *Plaintiff**Subscribed and sworn to
before me this 26th day of
November A.D. 1879**Fowler**361.66*

STATE OF MINNESOTA,

District Court Eighth Judicial District,

County of Carver

Adolph Liselein as guardian for
Therese Windolph John Windolph and Anna Windolph
minor children of Anton Windolph deceased

Plaintiff

against

Bernard Leivernaum

Defendant

Sir: Take notice that I shall apply to the Clerk of said Court on the 22nd
day of December A. D. 1879 at 10 o'clock in the fore noon, to tax and insert in the
judgment then and there to be entered in favor of the Plaintiff and against the
Defendant the foregoing items of costs and disbursements.

Wm C Odell Esq
Defendants Attorney
Chaska Minn

Howden
Plaintiffs Attorney

It is hereby stipulated that the costs
in the within entitled action may
be taxed as per the within bill, without
notice.
Dated Chaska Dec 19th 1879

W C Odell
att'y for Defd.

STATE OF MINNESOTA.

County of Carver
District Court.

Adolph Liselein as guardian
agst.
Bernard Leivernaum

NOTICE OF TAXATION OF COSTS.

Due service of the within notice is admitted
this day

A. D. 18

Att'y for
Filed December 20th 1879.
G. Wrayenbury
Clerk.
Ed. Barker & Son
Att'ys for Plaintiff
Pioneer Press.

State of Minnesota
District Court Eighth Judicial District
County of Leander,

Lidolph Sebelein, Guardian of
Theresa Windolph, John Windolph and
Anna Windolph minor children of
Anton Windolph, deceased

Against
Bernhard Leiermann.

This above entitled action having
come on to be heard at the General October Term 1879
thereof, and the above named defendant having
withdrawn his answer in said action and consented
in open court that judgment be taken and entered
against said defendant and in favor of said
plaintiff as demanded by the plaintiffs complaint
herein.

And therefore in motion of said. Baxter
and Samuel Fowler Attorneys for said Plaintiff,
it is hereby adjudged that said Plaintiff recover
of said defendant the sum of Three hundred forty
two dollars and fifty one cents Principal & interest
as claimed by said summons & complaint, together
with the sum of fifteen dollars and fifteen
cents costs and disbursements stated as per
stipulation in said action, the whole amounting

to the sum of Three hundred fifty one dollars
and fifty six cents, And that said Plaintiff
have this lawful process therefor,

Judgment	\$ 346.51
Cents	15.15
Total	<u>\$ 361.66</u>

Dated December 25th 1844
By the Court:

G. H. Kreyenbuhl
Clerk

State of Minnesota
District Court
County of Carver,

Adolph Eidelein
Guardian of

vs

Bernhard Leiermann,

Judgment Roll.

Judgment \$ 346.57

Costs " 15.15

Total \$ 361.66

Filed, December 20th 1879,
G. H. Engenbuhl Clerk

Test,

J. H. Baxter and Saml Fowler
Attorneys for Plaintiff

Promissory

No. 1222 Note

DISTRICT COURT,
CARVER COUNTY, MINN.

C. H. & L. J. McCormick
Plaintiff.

vs. M
John W. Magnuson
Defendant.

W. C. Adell
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry June 3rd 1879

Register of Actions "A" Page 211

Term Tried 19

Judgment for Plaintiff

Amount of Judgment \$ 315.25

Date of Judgment June 3rd 1879

Judgment Book "A" Page 572

Default Judgment Book Page

Date of Docketing June 3rd 1879

Judgment Book "A" Page 292 -



Chicago, Ill., August 1st 1873

On or before the First day of November 1876 for value
the undersigned promise to pay to **C. H. & L. J. McCORMICK**, or order, at their Office in
of Chicago, Illinois, One Hundred Dollars,
at 7 per cent. per annum from July 1st, year as above; ten per cent. per
after maturity.

Town San Francisco Section

Post Office Brown Creek

Carm County Main State.

Witness

A. G. Anderson

his
Ans W. + Magnuson
mark

2 1/2 yds

Quincy, Ill.

Filed, June 3^d AD 1879.
Gedreyentruck
Uelur

1879



Chicago, Ill., August 1st 1873

On or before the 1st day of November 1875 for value

received, the undersigned promise to pay to C. H. & L. J. McCORMICK, or order, at their Office in

the City of Chicago, Illinois, One Hundred Dollars,

with interest at 7 per cent. per annum from July 1st, year as above; ten per cent. per annum, after maturity.

Town San Francisco Section

Post Office Rivers Creek

Carroll County Minn State.

John W. + Magnuson
his mark

Witness J. G. Anderson

197/78 ^{2/2 years}

35-00

Filed June 2nd 1849.
H. & J. J. MCCORMICK
Chas. Raynolds
Clark

State of Minnesota
District Court
Eighth Judicial District
County of Carver.
C. H. McCormick and
L. J. McCormick copartners
as C. H. and L. J. McCormick.
Plaintiffs.

John W. Magnuson
Defendant.

The Complaint of the Plaintiffs in the above entitled action shows to the Court that heretofore to wit on the 1st day of August 1873. said Plaintiffs were ever since that day have been, and now are copartners doing business under the firm name and style of C. H. and L. J. McCormick. Said Plaintiffs as and for a first cause of action against said Defendant state and show to the Court that heretofore to wit on said first day of August 1873. said Defendant made and delivered to these Plaintiffs a certain promissory note in writing dated on that day, and thereby for a good and sufficient consideration procured to pay to these Plaintiffs, as copartners, on or before the first day of November 1875. One hundred Dollars, and interest thereon at the rate of seven per cent per annum from July 1st 1873 until the maturity of said note, and at the rate of ten per cent per annum after maturity, until paid. That no part of

1 the principal of said note or of the interest
2 thereon has ever been paid, and there is
3 now due and owing on said note, from
4 said Defendant to these Plaintiffs as Copart-
5 ners the sum of One hundred fifty and
6 $49/100$ dollars.

7 And for a second cause of action against
8 said Defendant, said Plaintiffs show to the
9 Court, that heretofore to wit On said first
10 day of August 1873, said Defendant made
11 and delivered to these Plaintiffs his certain
12 promissory note in writing dated on that
13 day, and thereby for a good and sufficient
14 consideration promises to pay to these
15 Plaintiffs as copartners, on or before the
16 first day of November 1876, One hundred
17 dollars, and interest thereon at the rate
18 of seven per cent per annum from July
19 1st 1873 until the maturity of said note and
20 at the rate of ten per cent per annum after
maturity, until paid. That no part of the
principal of said note or of the interest
thereon has ever been paid, and there is
now due and owing on said note from
said Defendant to these Plaintiffs as Copart-
ners, One hundred forty seven and $49/100$
dollars.

28 Wherefore these Plaintiffs demand
29 judgment against said Defendant for
30 the sum of Two hundred ninety seven
31 and $98/100$ dollars and interest, together with
32 costs of suit.

Dated Chaska April 1st 1879

N. L. Odell
Atty for Plffs

STATE OF MINNESOTA,

District Court,

COUNTY OF CARVER.

EIGHTH JUDICIAL DISTRICT.

C. H. McCormick ^{Plaintiff} J. McCormick
Cofortners as C. H. ^{Plaintiff} J. McCormick

⁴⁰
John W. Magnuson

Plaintiffs.

Defendants.

SUMMONS.

The State of Minnesota to the above named Defendant:

You _____ are hereby summoned and required to answer the Complaint of the Plaintiff in the above entitled action, a copy of which is herewith served upon you, and to serve a copy of your answer to said Complaint on the subscriber, at ^{his} office in the Village of Chaska, in the County of Carver and State of Minnesota, within twenty days after the service of this Summons upon you, exclusive of the day of such service, and if you fail to answer the said Complaint within the time aforesaid, the Plaintiff in this action will

take judgment against you for the sum of two hundred ninety seven and 98/100 dollars and interest.

together with the costs and disbursements of this action.

Dated at Chaska,

April 1st A. D. 1879.

W. C. Ouell.

Plaintiff's Attorney.

State of Minnesota - 3⁰⁰
County of Carver 3⁰⁰

I hereby Certify. And return
that I did at the town of San Francisco, in the
County of Carver, Minnesota, on the 18th day of
April A.D. 1879, serve the within Summons and
amended Complaint on the within named defendant
John W. Magnusson, by handing to and leaving
with him a true and correct copy of the
within named papers.

Fees, Service Summons \$1.00
" Complaint 1.00
20 miles travel 2.00
4.00

J. E. DuToit.
Sheriff Carver Co. Minn.

DISTRICT COURT.

COUNTY OF CARVER.

C. F. M. Cornish et al
Plaintiffs

vs
John W. Magnusson
Defendant

SUMMONS and
Complaint.

Filed June 22nd 1879.
C. F. M. Cornish et al

H. C. Ouel

Plaintiff's Attorney.

Chaska, Minnesota.

Davison & Henderson, Print, Minneapolis.

State of Minnesota,

County of *Carver*

Dist Court 2nd Dist

*C. H. McCormick and L. J. McCormick copartners as
C. H. and L. J. McCormick*

AGAINST

John W. Magnuson.

Affidavit of Disbursements.

Plaintiff's Costs and Disbursements.

Statute Costs, - - - - - \$ *5.00*

Disbursements.

2 Affidavits, - - - - - *.50*

Sheriff's Fees, - - - - - *4.00*

Clerk's Fees to be added, - - - - - *4.30*

Total Costs \$ *13.80*

Amount Claimed in Summons.

Principal, - - - - - \$ *297.98*

Interest, *6 months* - - - - - \$ *3.47*

\$ *301.45*

State of Minnesota,

County of *Carver*

ss.

N. C. Odell

came personally before me, and

having been first duly sworn, he doth depose and say, that he is
the Attorney of said Plaintiff's in the above entitled cause; that the above
bill and items of Costs and Disbursements therein, are just and correct
and have been necessarily incurred therein.

Subscribed and Sworn to before me, on

this *30* day of *June* A. D. 187*7*

J. H. Grayson
Notary Public

State of Minnesota,

County of

Carver

Dist Court 2nd Dist

C. H. McCormick and L. J.
McCormick, Copartners as
C. H. and L. J. McCormick

AGAINST

John W. Magnuson

Affidavit of No Answer.

State of Minnesota,

County of

Carver

ss.

W. C. Odell

came personally before
me, and having been first duly sworn, he doth depose and say, that he is
the Attorney for the Plaintiff in the above entitled action:

that more than twenty days exclusive
of the day of service, have elapsed since
the summons and Complaint herein was served
on the defendant in said action
and that no answer or demurrer, or copy of either has been received by
the Plaintiff's Attorney in this cause, and prays judgment according to
law.

Subscribed and Sworn to before me, on

this 3rd day of June A. D. 1878

J. H. Krayenbuhl
J. H. District Court
Carver County.

Dist Court 2nd Dist
Carver County.

C. H. McCormick et al
Plaintiffs

Against

John W. Magnuson
Defendant

Affidavit of No Answer, &c.

W. C. Odell
Attorney for Plaintiff.

Printed and for sale at the St. Paul Pioneer Office.

Filed June 3rd 1878
Clerk

State of Minnesota
District Court Eighth Judicial District
County of Carver.

C. H. McCormick and
L. J. McCormick partners as
McCormick and L. J. McCormick

Against
John W. Magnuson.

The summons and complaint in the within
entitled action having been duly served on the above ^{named} defendant
personally on the 18th day of April A.D. 1879, and it appearing
by the affidavit of the attorney for said plaintiffs that
more than twenty days have elapsed since the day of said
service and that no answer or demurrer, or copy of either
has been received by the plaintiffs attorney in said action.

Wherefore upon motion of W. C. Odell attorney
for said plaintiffs, it is hereby adjudged and determined
that said plaintiffs recover of said defendant, the sum
of Two hundred ninety seven dollars and ninety eight cents,
with the further sum of three ^{and} 44/100 dollars, judgment
and interest as claimed by said summons and complaint
together with the sum of Thirteen ^{and} 80/100 dollars, costs and
disbursements taxed in said action, the whole amounting to
the sum of Three hundred fifteen dollars and twenty five
cents, and that said plaintiffs have their lawful process
therefor.

Dated this Third day of June, A.D. 1879.

By the Court:

W. C. Kreyenbuhl
Clerk.

State of Minnesota
District Court

County of Carver,

C. H. McCormick vs
L. J. McCormick, Copartners as
Debtors L. J. McCormick

John W. Magnuson,

Judge of the Court.

Judgment \$308.45
Costs 13.80
Total \$322.25

Filed, June 3^d A.D. 1849.
Anthony J. Buhl Clerk

= 211 =

Mr. C. Odell Plaintiff Atty
Charles Munn

No. *1223*

Misc
SOLD

DISTRICT COURT,
CARVER COUNTY, MINN.

John J. Bonnet, James Duffy & Charles D. Smith
partners as Bonnet, Duffy & Co.
Plaintiff.

vs.

Phillip Henk
Defendant.

E. Southworth
Plaintiff's Attorney.

Sam Fowler
Defendant's Attorney.

Date of Entry *June 5*, 1879
Court Rec. Register of Actions *A* Page *215*

Term Tried *1*

Judgment for *Plaintiff*

Amount of Judgment \$ *283.42*

Date of Judgment *March 15* 1880

Minute Rec.
Judgment Book *A* Page *593*

Default Judgment Book Page

Date of Docketing *March 15* 1880

Judgment Rec. Page *304*

State of Minnesota
County of Carver

I hereby Certify & Return
that I did at the village of Chaska
on the 20th day of February AD 1899, serve
the within Summons and Arrest Complaint
on the within named Phillip Henk, by
handing to and leaving him personally
a true and correct copy of said
Summons & Complaint.
Dated Febr, 20th 1899.

Fees, Served Summons \$1.00
" Complaint 50
2 miles travel 20

\$1.70.

J. E. Du Toit Sheriff
Carver Co, Minn.
"

STATE OF MINNESOTA,
District Court--Eighth Judicial District.
COUNTY OF Scott

John J. Bonnet, James Duffy & Charles H. Snowbridge
Partners as Bonnet, Duffy & Co., Refs
Against

SUMMONS.

Phillip Henk Degt.

THE STATE OF MINNESOTA, TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action,
a copy of which ^{has been} ~~is~~ ~~together~~ and herewith served upon you
and to serve a copy of your Answer to the said Complaint on the Subscriber, at his office in
the City of Shakopee in said County
within Twenty days after the service hereof, exclusive of the day of such service; and if you fail to an-
swer the said Complaint within the time aforesaid, the Plaintiffs in this action will take judgment
against you for the sum of two hundred and eighty-one dollars and eighteen cents and interest
thereon from February 10, 1879 and costs of suit.
Dated..... 187

E. Southworth

Plaintiff's Attorney.

Shakopee Minn.

File: State of Minnesota

District Court, Eighth Judicial District

County of Scott.

John J. Bonnet, James Duffy and Charles H. Trowbridge
partners as Bonnet, Duffy & Company Plffs.

vs.

Phillip Hank

Def't

The plaintiffs above named complaining
against said defendant herein, allege:

That the said plaintiffs John J. Bonnet, James Duffy
and Charles H. Trowbridge, are, and for more than six
years last past have been partners doing business
under the firm name and style of Bonnet, Duffy & Company.

That at divers times, between the 20th day of August 1873
and the 11th day of August 1877, both inclusive, the plaintiffs
at the special instance and request of the defendant
sold and delivered to defendant at Chaska in said
State a large quantity, number and amount of stoves,
stove furniture and fixtures, and castings of the value and
amounting in the aggregate to the sum of thirteen
hundred and sixty-two dollars and thirteen cents; that
the same became due and the defendant promised to
pay therefor the several sums and amounts and at
the times as hereinafter stated, to wit: \$109.⁰⁵ thereof on
the 1st day of January 1874, \$215.⁶⁵ thereof on the 24th
day of August 1874, \$85.⁰⁸ thereof on the 18th day of
December 1874, \$257.⁶⁰ thereof on the 8th day of Sept-
ember 1875, \$54.⁶⁵ thereof on the 14th day of December
1875, \$296.⁹⁰ thereof on the 1st day of January 1877, and

4/ \$341.⁰⁰ thereof on the 1st day of August 1878.

That no part thereof has been paid except the aggregate sum of eleven hundred and thirty three dollars and fifteen cents, paid thereon as follows, to-wit: \$76.⁰⁰ thereof on the 6th day of January 1874, \$100.⁰⁰ thereof on the 10th day of November 1874, \$199.⁰⁰ thereof on the 16th day of January 1875, \$262.⁶⁵ thereof on the 4th day of January 1876, \$25.⁰⁰ thereof on the 21st day of October 1876, \$271.²⁵ thereof on the 6th day of January 1877, and \$199.²⁵ thereof on the 10th day of February 1879.

5/ That there remain due and unpaid from defendant to plaintiff as aforesaid, the sum of two hundred and eighty one and 18⁰⁰ dollars and interest from February 10th 1879.

6/ Wherefore plaintiff demand judgment against said defendant herein for the sum of two hundred and eighty one dollars and eighteen cents and interest thereon from February 10th 1879 and costs of suit.

Essexworth

Atty for Plff

Shakopee Minn.

STATE OF MINNESOTA,

County of *Scott*

} ss.

E. Southworth

being duly sworn, doth depose and say, ~~that~~ the foregoing *complaint*
is true to the best of his knowledge, information and belief; and deponent further
says that *he is the plaintiff*
Attorney in the action in said *complaint* entitled, and that the
reason why the said *complaint* is verified by this deponent and not by
one of the *plaintiffs* is that *said plaintiff* are
absent from the County of *Scott* wherein deponent
resides

Subscribed and Sworn to before me,

On this *19th* day of *February*

A. D. 1879

} *E. Southworth*

STATE OF MINNESOTA, }
County of *Scott* }

District Court,
Eight Judicial District.

Bonnet Duffy & Co.

AGAINST

Phillip Hank

159

~~Common Complaint~~
~~and of Verification by Attorney.~~

Filed March 12th A.D. 1889,
E. Southworth
Attorney

E. Southworth
Attorney.
Shakopee Minn.

Printed and for sale at the St. Paul Pioneer Office.

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State of Minnesota
District Court, Eighth Judicial District

County of Scott.

John J. Bonnet, James Duffy & Leha H. Hornbridge
partners as Bonnet, Duffy & Co. Duffy.

vs

Phillip Hunk

Def.

Whereas the above named plaintiffs are about to commence an action in said court against said defendant, said plaintiffs being non residents of said state,

Now therefore I do undertake, promise and agree to and with the clerk of said court for the benefit of parties who may become entitled to disbursements or costs in such action, that said plaintiffs will and shall well and truly pay all disbursements and costs that may be adjudged against them in said action, not exceeding the sum of twenty-five dollars:

Peter Geyermann

Seal

State of Minnesota

County of Scott / Be it known that on this 17th day of February 1879 before me personally appeared Peter Geyermann to me well known to be the person who executed the foregoing undertaking and acknowledged that he executed the same

E. Southworth
Notary Public
Scott Co. Minn.

County of Scott ss. Peter Geyermann being duly sworn says that he is a resident freeholder of and in said state and worth the sum of one hundred and fifty dollars above his debts and liabilities and inclusion of his property which is exempt from taxation.

Subscribed and sworn to before me this 17th day of February 1879 } Peter Geyermann
 E. S. Luntworth
 Notary Public Scott Co. Minn.

1879.
 State of Minnesota
 Dick County, 8th Dist.
 County of Scott

Bornet Druffy & Co
 vs.

Philip Hunk

Undertaking for costs

Filed March 14th 1879
 E. S. Luntworth
 Clerk

W. -

Filed Feb. 20. 1879
 W. K. Mariman
 Clerk

E. S. Luntworth
 Atty for Def.

Reasen file

State of Minnesota } District Court
County of Scott } Eighth Judicial District
John J Bonnet James Duffy and
Charles H Trowbridge partners as
Bonnet Duffy & Company — Plff }
against — }
Philip Henk — Deft }

Sir

You will please take notice that I
have been retained by and appear as
Attorney for the Defendant Philip
Henk in the above entitled action.

You will also please take notice that
said Defendant at the time of the commencement
of this action resided and for a long time prior
thereto had resided and now does reside in
the County of Carver in said State of
Minnesota and that said Defendant
hereby demands that the trial of said action
and all proceedings appertaining thereto be
had in the proper County, to wit said
County of Carver.

Dated March 4th 1879

To
E. Southworth Esq
Attorney for Plaintiff above named
Shakopee Minn

Yours &c
Howler
Attorney for Deft
Chaska Minn

1879
State of Minnesota
County of Scott
District Court

Bonnet Duffy vs
- against.

Philip Henk

vs

Demand for change
of venue.

Due service of a copy
of the within demand is
hereby admitted this 6th
day of March A.D. 1879
Edouard Wood

Ref. Atty.

Filed March 11th 1879
W. M. Mannan
Clerk
Defendant's Attorney

Filed March 11th A.D. 1880
App. Vandenbult
Clerk

State of Minnesota
Dist. Court, 8th Dist.
County of Scott.

John J. Bonnet, James Duffy & Charles H. Ironbridge
partners as Bonnet Duffy & Co. *Plff*
vs

Phillip Hank

Def

It is hereby stipulated and agreed that said
cause be transferred from said District Court
of Scott County where the same is now pending,
to the District Court of Carver County in said
District and State, and that all proceeding
therein hereafter be had in said District Court for
Carver County, in the same manner and
with the same effect as though the action
had been commenced therein

Dated March 6, 1879

Edmundworth

Atty for Plff
Edmundworth

Atty for Def.

1879
State of Minnesota
County of Scott
District Court
Eighth Judicial District

Bonnet & Duffly
against
Philip Henk

Stipulation

Filed March 10th A.D. 1880.
G. W. Van der Burgh
W. Henk,

Filed March 11th 1879
M. N. Manigan
Clerk

Loeber
Depts. Atty.

Fol 1

State of Minnesota, District Court
County of Carver } Eighth Judicial District

John J. Bonner James Duffy
and Charles H. Brownbridge partners
as Bonner Duffy & Company - Plffs
- vs.
Philip Henk

Fol 2

The Defendant for answer to the complaint of
the Plaintiff in the above entitled action
denies each and every allegation in said
complaint contained except as hereinafter
admitted and stated.

Fol 3

And Defendant further answering said
complaint alleges that prior to the purchase
by said Defendant from said Plaintiffs of the
stoves stove furniture and fixtures and castings
mentioned in the complaint of the Plaintiffs
said Plaintiffs agreed with said Defendant to
deliver to said Defendant at Chaska in the
County of Carver aforesaid all of said stoves,
stove furniture and fixtures and castings
in good repair and in saleable and
merchantable condition but that said Plaintiffs
notwithstanding their said agreement failed
to deliver said stoves in a good sound and
unbroken condition and that said Defendant
suffered damage by reason of said Plaintiffs

Neglect to fulfil said agreement in the
sum of seventy dollars.

And for a further answer to the complaint
of the Plaintiffs Defendant avers that
said Plaintiffs sold and delivered to said
Defendant at Chaska on the 1st day of August
1878 Stoves stove furniture fixtures or
Castings worth or of the value of \$341.²⁰
And Defendant avers that the stoves stove
furniture fixtures and Castings purchased
by said Defendant from said Plaintiff
on said day were worth and of the value
of the sum of \$271.²⁰ and no other or
greater sum and that said sum has been by
~~paid~~ said Defendant paid therefor before
the commencement of this action.

Wherefore said Defendant prays
that this action may be dismissed

W. W. W.

Defendant's Attorney

State of Minnesota

County of Carver } ss.

Philip Henk being first duly sworn says that he is the

Defendant in the foregoing entitled action and that the foregoing answer is true of his own knowledge except as to those matters which are therein stated as his information and belief and that as to those matters he believes it to be true

Subscribed and sworn to
before me this 21st day of
March A D. 1879

Ph Henk

J. F. Dibley

Justice of the peace

State of Minnesota
District Court
Carver County

Bondet Duffly & Co

vs

Philip Henk

Answer

Copy

- 25 -

Recd 4/22/79
filed March 12th 1880.
C. H. Wray, Clerk,

Donner
Deft's Atty
Charles

State of Minnesota
Dist. Court, 8th Dist.
County of ~~Scott~~ Carver

John Bonnet, James Duffy and Chas. H. Lowbridge
Plaintiffs as Bonnet Duffy & Co Reffs

vs
Phillip Henke

Def

The plaintiffs for reply to the answer of the defendant herein, deny each and every allegation of new matter contained in said answer.

Wherefore plaintiffs demand judgment as prayed for in their complaint herein

E. Southworth

Att. for Reffs

Shakopee Minn.

State of Minnesota }

County of Scott }

ss. E. Southworth being duly sworn says that he is attorney for said plaintiffs; that the plaintiffs are absent from the county of Scott wherein deponent resides; and that the foregoing reply is true to the best of deponent's knowledge information and belief

Subscribed and sworn to before

on this 28th day of April 1879

R. O. Dowd

Justice of the Peace

E. Southworth

State of Minnesota
Dist. Court. 8th Dist.
County of Carver

Bornet Druffy & Co

vs

Phillip Stark

Reply

Filed March 19th 1884
C. H. Hagenbuhl
Clerk,

Test.

E. Southworth
Atty for Resp
Shakopee Minn.

State of Minnesota
District Court, Eighth Judicial District
County of Scott Leaven

John J. Bonnet, James Duffy & Leha St. Brownbridge
partners as Bonnet Duffy & Co Duffy

v
Phillip Hunk

Deft

It is stipulated and agreed that the time within which defendant may serve his answer in said case be extended until three days from the date hereof, upon the following conditions; that defendant will stipulate to take the deposition of one of said plaintiffs (to be selected by said firm) and of Robt Shannon, to be used as evidence in said case upon the issues which may be raised by the answer, upon interrogatories to be prepared by plaintiff within ten days after the answer is served and issues settled and cross-interrogatories (if any) to be prepared and served within five days after the interrogatories are served on deft; and that said case be referred to and tried by the Hon. S. M. Brown as sole referee therein to try and determine said action and report a judgment therein, said trial to be had at such time as shall be agreed upon by the parties hereto, or upon a notice of suit

Dated April 18, 1879.

Atty for Defendant
E. Southworth

E. Southworth

Atty for Pffo

Dist. Court
Carver Co.

Bonnet Duffey & Co

25

Phillip Hank

Stimulation to Refer to

Hon. S. M. Brown

Filed March 17th 1889.

Erh. Krug

25

State of Minnesota

Dist. Court. 8th Dist.

County of Leaver

Bonnet Duffy & Co.

vs

Phillip Hank

County of Leaver ss. S. M. Brown being duly sworn says that he will faithfully and fairly hear and examine this action, wherein John J. Bonnet, James Duffy and Charles H. Lowbridge, partners as Bonnet Duffy & Co are plaintiffs and Phillip Hank is defendant, and make a just and true report thereon, according to the best of his understanding and ability

Subscribed and sworn to before

me this 2^d day of February 1880

J. F. Dille

Justice of the Peace

S. M. Brown

State of Minnesota
Dist. Court. 8th Dist.
County of Carver

Robert Duffy & Co

vs

Philip Hank

Oath of Office

Filed March 1st 1880
J. H. Krausmiller
Clerk

State of Minnesota
Dist. Court. 8th Dist.
County of Carver

John J. Bonnet, James Duffey & Charles H. Lumbidge
partners as Bonnet Duffey & Co. Duffey

vs
Phillip Hank

Duffey

This cause, having been by stipulation of the parties, referred to the undersigned to try and determine, and report a judgment therein, came on to be heard upon due notice and agreement of the parties, at the office of W.C. Odell in the village of Leaska in said County, on the 2^d day of February 1880. and after being first duly sworn as such referee, the undersigned proceeded to and did hear and try said cause; and after hearing all the evidence introduced by the respective parties, and after due consideration thereof and of the arguments of counsel, I find as conclusions of fact therein as follows:

1st That said plaintiffs are, and during all the time as alleged in the complaint herein, have been partners as therein alleged.

2^d That said plaintiffs, at the request of defendant sold and delivered to the defendant at divers times between 20th day of August 1873 and the 11th day of August 1877, stoves, stove-furniture and castings of the value and amounting, in the aggregate to the sum of thirteen hundred eleven and ⁸⁸/₁₀₀ dollars.

3^d That said goods were so sold and delivered, upon

definite terms of credit, and that said terms of credit expired, and the several amounts of the respective bill, of which said aggregate is composed, became due and payable as follows, to wit:

January 1, 1874. \$109.05 thereof (being bill dated August 20, 1873)
August 24, 1874 215.65 " (" " " April 24, 1874)
December 18, 1874 85.08 " (" " " August 18, 1874)
September 8, 1875 259.60 " (" " " May 8, 1875)
December 14, 1875 54.65 " (" " " August 14, 1875)
January 1, 1877 296.90 " (" bills " } April 28, 1876 +
August 1, 1878 290.95 " " " " } August 23, 1876
August 11, 1877

And that said plaintiffs are entitled to interest on the several balances due them, from time to time which interest, in the aggregate amounted to the sum of fifty & $\frac{44}{100}$ dollars, prior to and at the time of the last payment made by said defendant, to wit: February 10, 1879.

4th That three of the stores included in the bill dated August 11, 1877, to wit: 1 N^o 9 New Britain Sows, Res. 1 N^o 9 Pi. City Sow Res. and 1 N^o 30 Boy, for which said defendant was charged in said bill the sum of fifty & $\frac{25}{100}$ dollars, were not delivered to or received by said defendant, which reduces said bill from \$341.²⁰ as claimed by the plaintiffs, to \$290.²⁵ as hereinbefore found.

5th That said defendant paid to the plaintiffs, in the aggregate, the amount of eleven hundred and thirty-three & $\frac{15}{100}$ dollars, as follows, to wit: January 6, 1874, \$76.⁰⁰, November 10, 1874 \$100.⁰⁰, January 16, 1875, \$199.⁰⁰, January 4, 1876

\$262.⁶⁵, October 21, 1876 \$25.⁰⁰, January 6, 1877 \$271.²⁵, +
February 10, 1879 \$199.²⁵; which said payments were
severally, applied by said plaintiffs as payment, pro-
tanto, upon the amount due, principal and interest,
from said defendant to them, at the time such
payment was made, and that no direction as to the
application of any of said payments was made by
defendant.

6th I find that all other allegations in the pleadings
not hereinbefore found, were not proven.

As conclusions of law I find, that at the
time of the commencement of this
action the Defendant herein was
justly indebted to the plaintiffs
in the sum of Two hundred and
twenty nine dollars and seventeen
cents, (\$229.17) and that therefore said
plaintiffs are entitled to recover
that sum of said defendant with
interest thereon from February
10th A.D. 1879, at the rate of seven
per cent. per annum.

Let judgment be entered in
accordance therewith

Dated March 10, 1880 L. M. Brown
Dec. 8 15- Rejones

Man.

There is no allegation or proof of any fraud.

of the goods sold and delivered in this
 case, The Contracts were all executory,
 This being the case, the defendant
 cannot successfully resist payment
 after such a length of time has
 intervened since they were received by
 him, as is ^{here} shown, I think the case
 falls within the principle stated in
 Revd. aft. Randall 29 N.Y. R 358.
 and 18 Idem, R. 300

Lm. Brown
 Referee

S. J. C. Court 8th Dist.
 County of Scott
 Bonded & Duffly
 aft

Philip Henke

Hindenburg of the
 Referee

Filed March 17th 1880
 J. H. Wraymuth
 Clerk.

-105-

State of Minnesota
 Dist. Court 8th Dist.
 County of Carver

John J. Bonnet, James Duffly & Charles H. Fowbridge
 partners as Bonnet, Duffly & Co. *Plffs*

vs

Phillip Henk

Def

Bill of Plaintiffs Costs & Disbursements

Statute costs

\$ 10.00

Sheriff Fees, service of Summons &c

1.70

Commissioners Fees, on deposition of Chas H. Fowbridge

2.15

" " " " " Robert Shannon

1.10

Hon. S. M. Brown Referee's fees

15.00

Clerk Dist Court, Scott County, fees

.65

5 Affidavits

1.25

Clerk Dist Court, Carver County (Fees, allowed by law)

.50

4.30

Total Costs

36.65

Take notice that application will be made to the clerk of said court at his office in the Court House in the Village of Chaska in said Carver County on the 15th day of March 1880 at 10 o'clock in the forenoon to have the foregoing bill and items of plaintiffs costs and disbursements in said action taxed and allowed and ^{the amount thereof} inserted in the judgment to be entered therein

March 11, 1880

Yours &c

To S. Fowler Esq.
 Atty for Def.

E. Southworth
 Atty for Plffs

County of Scott ss E. Southworth being duly sworn says that he is attorney for said plaintiffs in said action and has been such attorney since the commencement thereof; that the foregoing bill

plaintiffs costs and disbursements in said cause is just and true and that each and every item ^{of disbursements} therein has been actually and necessarily incurred by said plaintiffs in the prosecution of said cause and of the amounts as therein stated and charged.

Subscribed and sworn to before me

this 11th day of March 1880

N. O. Dowd

Justice of the Peace

E. Southworth

Commy of Scott vs. E. Southworth being duly sworn says that he is attorney for said plaintiffs in said cause, and that he served the foregoing notice of taxation of costs upon S. Fowler Esq. the defendants attorney therein on this 11th day of March 1880, by enclosing a true copy thereof in an envelope and plainly directed the same to said "S. Fowler, Att. at Law," at "Chaska," "Minnesota" and fully paid the postage thereon and deposited the same in the postoffice at Shakopee; that said Chaska is the place of residence of said S. Fowler, and that there is regular communication by mail between said Shakopee and said Chaska

Subscribed & sworn to before

me this 11th day of March 1880

N. O. Dowd

Justice of the Peace

E. Southworth

State of Minnesota
Dist. Court. 8th Dist.
County of Carver

Bonnet Duffy & Co.

vs
Phillip Hank

Aff. & Notice of Taxation
of Costs. & Aff. of Service
of Notice

Filed March 14th 1880
C. W. Grayentuhl
Clerk.

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E. Southworth
Atty for Plff
Shakopee Minn

State of Minnesota
Dist. Court. 8th Dist.
County of Carver

John J. Bonnet, James Duffy & Charles H. Lowbridge
partners as Bonnet Duffy & Co. Plffs

^(vs)
Phillip Hank Def

This cause having been duly commenced and by stipulations of the parties duly transferred from the County of Scott to the County of Carver, and duly referred to Hon. L. M. Brown to hear, try and determine the same, and report a judgment therein, and having been duly tried before and submitted to said referee, and said referee having on the 10th day of March 1880, duly found and determined that at the time of the commencement hereof, said defendant was indebted to the plaintiffs in the sum of two hundred and twenty-nine ^{and} $\frac{17}{100}$ dollars, and ordered judgment for said sum with interest thereon from February 10, 1879, at the rate of 7 per cent.

Now therefore on motion of E. Southworth Attorney for said plaintiffs it is adjudged and determined that said plaintiffs have and recover of said defendant, Phillip Hank herein, the sum of two hundred and twenty-nine ^{and} $\frac{17}{100}$ dollars and interest thereon at the rate of seven per cent per annum from February 10, 1879, computed at and amounting to twenty-nine ^{and} $\frac{60}{100}$ dollars, and costs of suit

State of Minnesota.
Dist. Court. 8th Dist.
County of Carver

Bornum Duffy & Co
vs
Phillip Hank

• Judgment Role

Judgment, principal	\$ 229.00
Interest	" 14.00
Costs	" 36.65
	Paid \$ 283.42

2nd March 1889
 Anthony's
 School

25

E. Southworth
Sty for Ruffs
Shakespeare Minors

which have been duly taxed, amounting to Thirty Eight
dollars and fifty five Cents, the whole amounting to the
sum of two hundred and eighty Three dollars
and Forty two cents; and that they have
lawful process therefor.

March 15, 1888

By the Court
G. P. Ayer, Clerk

Lelek

State of Minnesota,
County of *Carver*
Dist. Court. 8th Dist.

STIPULATION FOR TAKING DEPOSITION.

John J. Bonnet, James Duffy & Chas. H. Howbridge
parties as Bonnet, Duffy & Co *Ruffs*
vs.

Phillip Hank *Duff*

It is hereby stipulated by and between the parties plaintiff and defendant in the above entitled action, that the deposition and testimony of *Robert Shannon*

residing at *Bella Depot* in the State of *Minnesota* a witness on behalf of said *plaintiffs*

shall be taken by and before any Notary Public

residing at *Bella Depot* *Minnesota* whose official character as such Notary Public shall be sufficiently proven by his official seal and an impression thereof affixed to or stamped upon his return hereto; and such Notary Public is hereby

agreed upon and appointed to take the deposition of said witness *Robert Shannon*. And the interrogatories and cross-interrogatories (if any) hereto attached shall go out with this stipulation to be propounded to said witness after said witness is produced and sworn to testify the whole truth and nothing but the truth relative to said cause; and said parties hereby waive any and all objections to such Notary Public, and waive the issuing of any commission from said Court herein, and hereby agree that said deposition of said witness *Robert Shannon*

shall have the same force and effect as if taken upon commission duly issued herein; and said parties waive any and all notices and pre-requisite forms required by law or rules of Court for the taking of depositions; but said parties reserve to themselves the right to object to the competency and admissibility of said interrogatories and cross-interrogatories, and to any of the same and to any of the answers thereto respectively, in like manner and upon the same grounds as if said witness *was* present and orally examined in open Court upon the trial of this cause which is at issue and in said Court depending.

May 1. 1879

E. Southerworth
att. for Ruffs

W. H. Hank
att. for Duff

the Store, & Store Furniture to the
defendant. about 5 miles from Chastota Subject to any change
his son might make he being better informed as that line of
business sold in three months time at a discount of thirty
five per cent off from the list I was using at that time
The bill was to be delivered Sept 1st 1879 but owing to some
mistake on my part or the plaintiffs was delivered before
the time agreed upon which was some two or three after
Sale was made. The defendant would not receive the bill
for the reason that the time had yet expired - I afterwards
returned home and the store informed me that they
had shipped stores &c and that Hink the defendant
would not receive them upon conditions above named
I went back to Chastota to settle the matter with Hink
he agreed to keep the stores &c upon the following conditions,
said defendant paying me in 12 mos - from date
I was to give him an additional discount of
five per cent from the list which made forty per cent
I was to pay the freight which I did before I left also
I was to see Hink at C where he would take
the two stores mentioned in bills Hink refused to take
hamely 1 No 9 New City Line Reservoir 1 No 9 Parrier's
Coby line reservoir - I saw Hink and the agreement
was Hink was to take all the stores &c including the two
above mentioned and that he would let Smith and a
Hank would look to ^{him} for their pay

State of Tennessee }
Crocket County }

Personally appeared before me A. W. B. -
Notary Public for Crocket Co Tennessee
Robert Shannon and made oath to the
following deposition & producing deposition
swearing five questions - answers for Plaintiff
& Defendant - as per agreement - Plaintiff & Defendant
Subscribed and sworn to before me
No 79 - B. -

May 29th 1879

Robert Shannon
A. W. B. -

Notary Public Crocket County Tenn

State of Minnesota
District Court, Eighth Judicial District
County of Carver

John J. Bonnet, James Duffey & Leha H. Howbridge
parties as Bonnet, Duffey & Co. Duff

Phillip Henk Duff

Interrogatories to be administered to Robert Shannon
of Belts Depot Tennessee, a witness to be examined
under the annexed stipulation, on behalf of the
plaintiffs in the above entitled action.

First What is your name, age, occupation and place of
residence? Robert Shannon twenty five years store & mill
dealer Belts Depot Crockett County Tennessee

Second Do you know the parties above named or any of
them? If yes, which of them and how long have
you known each of them? Yes I have known them
over two years

Third Were you in the employ of the plaintiffs at any
time between August 1873 and August 1878 in
the employ of the Plaintiffs? If so when, how
long, and in what capacity? Yes and in the employ
of the Plaintiffs about three or four months as traveling agent

Bonnet Did you as agent or salesman for plaintiffs
sell a bill of stoves, stove furniture and casting
to defendant in the year 1877? If yes, what
did you so sell him, upon what terms and prices

and conditions as to credit, delivery, &c? State the contract and agreement between you on behalf of plaintiff and defendant fully, when and where the sale was made; where the goods were when sale was completed, and goods accepted by defendant, if they were accepted in your presence; and all other facts relating to the sale.

Fifth

Do you know anything concerning the matter in question that may tend to the benefit and advantage of the plaintiff? If so declare the same fully and at large, as if you had been particularly interrogated concerning the same

E. Southerworth

Atty for Reffs

Shakopee Minn.

Cross interrogatories to be administered to Robert Shannon of Belle Depot Tennessee a witness to be examined under the annexed stipulation, on behalf of the Plaintiff in the above entitled action

First

Did you as Agent or salesman for the Plaintiff make any contract whatever in the year 1877 with the Defendant personally for the sale of a bill of Stover
I. did

Stove furniture and castings -

Second

If you did make such contract with the Defendant at what place was it made? Was it in the Village of Chaska or was it in the Country adjoining said Village?

In The Country

Third

If you did not make such contract with the Defendant, with whom did you make any contract under the terms of which stoves &c were to be delivered by the Plaintiffs to the Defendants?

Made Contract with The Defendant

Fourth

State fully all circumstances connected with the alleged sale by Plaintiffs to Defendants of a bill of stoves, castings, and stove furniture in the month of August 1877

I answer as I did in the Answer from Plaintiff

Fifth

Did you as Agent or salesman for the Plaintiffs subsequent to the month of August 1877 sell or attempt to sell any of the stoves ordered by you to be shipped in August to Philip Henk, and if you did so attempt to sell the same did you sell or attempt to sell any of them to one John Lusk of Carver Minnesota?

I did not -

I A. W. Brooks residing at Bulls Depot Crockett
County Tennessee do certify that by virtue of the within
and foregoing stipulation the testimony of Robert Shannon
was taken before at Bulls Depot Tennessee in said County and
State on the 29th day May 1879 between the hours 11 to 11 1/2
o'clock and was reduced to writing by my self a disinterested
person in my presence and under my directions
that the said testimony was taken by and pursuant
to the authority and requirement of the said stipulation
upon the interrogation and cross interrogation annexed and
herewith returned that Robert Shannon did testify before
examination was sworn to testify the truth the
whole truth and nothing but the truth relevant to the
cause specified in said stipulation, and that the
testimony of said witness was carefully read and said
witness by me only said witness and there by him
subscribed in my presence

A. W. Brooks
Notary Public Crockett County
Tennessee

State of Minnesota
District Court
County of Carver,

John J. Bennett
James Duffy and
Chas H. Trombridge
Parties as
Bennett, Duffy & Co.
vs
Phillip Henry,

Depositions.

Filed July 5th A.D. 1849.
Gerrit Enbuhl
Clerk.

Notary Public

= 215, =

W. Southworth Atty
for Plaintiff.

State of Minnesota
Dist. Court. 8th Dist.
County of Leaver

Bonnet Duffy & Co. Plffs.

vs

Phillip Hunt Def.

Please take notice

that the issues of fact in above entitled
action will be brought on for trial before
Hon. S. M. Brown, Referee, at the office of
W. L. Odell Esq., in the village of Chaska
in said County, on the 26th day of January
1880, at 11 o'clock in the forenoon.

Shakopee Jan'y 16. 1880

E. Southworth

Atty for Plffs.

To S. Fowler Esq
Atty for Def.

Dist. Court
Carver County

Bornet Duffey & Co
vs.
Phillip Hank

Notice of Trial

Due service of written
notice by copy is ad-
mitted this 17th day of
January 1880

Howler
Atty for Defr

Filed March 14th A.D. 1880.
Chas. H. Wright Clerk,
-us-

Edmundworth
Atty for Plffs

State of Minnesota,
County of Santa Clara }
District Court, 8th Dist.

NO. 79. B.

STIPULATION FOR TAKING DEPOSITION.

John J. Bonmut, James Duffy, & Charles H. Snowbridge
partners as Bonmut, Duffy & Co. Ruffs
vs.
Phillip Stenk Deft

It is hereby stipulated by and between the parties plaintiff and defendant in the above entitled action, that the deposition and testimony of Charles H. Snowbridge one of said plaintiffs

residing at Quincy in the State of Illinois a witness on behalf of said Plaintiffs

shall be taken by and before any Notary Public residing at Quincy Illinois whose official character as such Notary Public shall be sufficiently proven by his official seal and an impression thereof affixed to or stamped upon his return hereto; and such Notary Public is hereby agreed upon and appointed to take the deposition of said witness Charles H. Snowbridge. And the interrogatories and cross-interrogatories (if any) hereto attached shall go out with this stipulation to be propounded to said witness after said witness is produced and sworn to testify the whole truth and nothing but the truth relative to said cause; and said parties hereby waive any and all objections to such Notary Public, and waive the issuing of any commission from said Court herein, and hereby agree that said deposition of said witness Charles H. Snowbridge shall have the same force and effect as if taken upon commission duly issued herein; and said parties waive any and all notices and pre-requisite forms required by law or rules of Court for the taking of depositions; but said parties reserve to themselves the right to object to the competency and admissibility of said interrogatories and cross-interrogatories, and to any of the same and to any of the answers thereto respectively, in like manner and upon the same grounds as if said witness was present and orally examined in open Court upon the trial of this cause which is at issue and in said Court depending.

May 1. 1879

E. Southerworth
Atty for Ruffs
W. H. Stenk
Atty for Deft

State of Minnesota
District Court, Eighth Judicial District
County of Carver.

John F. Bonnet, James Duffy & Chas. H. Knowbridge
partners as Bonnet Duffy & Co. Duffy

vs
Phillip Hank Def

Interrogatories to be administered to Chas. H. Knowbridge
of Quincy, Illinois, a witness to be examined under
the annexed stipulation, on behalf of the plaintiffs
in the above entitled action.

First What is your name, age, occupation and place of
residence? Are you one of Plaintiffs?

Second Do you know the facts, circumstances, agreements
and conditions, under which the stoves, stove
furniture, fixtures and castings mentioned in
the complaint and annex herin, were
sold by plaintiffs to defendant? If so state
fully what was purchased by defendant of
plaintiffs between the 20th day of August 1873
and 11th day of August 1878 inclusive, giving
the articles, amount and date of each purchase,
terms as to credit and maturity of each bill.

Third State, if you know, whether any agreement was
entered into between plaintiffs and defendant prior

to such purchase by defendant, as to the delivery of such stoves, stove furniture, fixtures and castings at "Lehaska" in good repair and in salable or merchantable condition," or any agreement between the parties hereto, prior to such purchase or at any other time, as to the condition in which the articles should reach Lehaska? And if any agreement existed, as to the condition in which the goods should reach defendant at Lehaska, or as to which party should take the risks of damage during transportation, state fully, if you know, when such agreement was made and just what the agreement was.

Fourth Where is the place of business of the plaintiffs, and when and from what point, if any, were said goods shipped by plaintiffs to defendant?

Fifth By what Railroad or other route, were the goods so shipped; and in what condition were the goods and articles when so shipped by plaintiffs and received by the transportation ^{co.}? State fully, and if any of the articles were damaged, broken or otherwise unmerchantable, state fully just what and when.

Sixth Has defendant ever, prior to putting in the answer in this action, claimed or pretended

that any agreement had been made or was existing between him and plaintiffs by which the plffs were to deliver said goods to defendant at Chicago in good repair and saleable and merchantable condition? If so, when and in what way was such claim first made, and what if any reply was made to such claim by plffs?

Sixth Do you know of anything concerning the matters in question that may tend to the benefit and advantage of the plaintiffs? If so, declare the same fully and at large, as if you had been particularly interrogated concerning the same

E. S. Soutworth
Atty for Plffs
Shakopee Minn.

Cross interrogatories to be administered to Charles H. Lowbridge of Quincy, Illinois, a witness to be examined under the annexed stipulation, on behalf of the Plaintiffs in the above entitled action.

First How do you know the terms of any agreement made between the Plaintiffs and Defendant relative to the shipment of stoves, stove furniture and castings?

State of Minnesota }
County of Levee } ss

District Court 8th Judicial District
John J. Bonnet James Duffy
and Charles H. Proffitt
postures as

Bonnet Duffy & Co. Plaintiffs
vs

Phillip Hank Duffy

Testimony of Charles H. Frobridge of
the City of Quincy County of Adams
and State of Illinois taken before
John M. Grimes, a Notary Public in
and for said Adams County, by vir-
tue of the Stipulations hereto attached
as stated in the return thereto.

To the first interrogatory the said
witness deposes and says,

Ans Charles H. Frobridge, age thirty one
Manufacturer of stoves and hollow
ware residence Quincy Illi-
nois, I am one of the Plaintiffs

To the second interrogatory, said witness
deposes and says, ~~I am one of the~~
~~Plaintiffs~~

Ans. ~~I am one of the Plaintiffs~~

Ans I know the facts, Circumstances
agreements and conditions only
as they were communicated to me
by our agents and our printed
forms, annexed is a statement of
the goods shipped by us to the
defendant from the 20th day of
August 1873 to the 11th day of Au-
gust 1878 inclusive which

Statement shows the amount of each purchase and the time of credit, and which statement is attached to this deposition marked Exhibit A, and made a part here of.

3 In answer to interrogatory third said witness deposes and says,

Ans I do not know of any special agreement, other than our printed terms for ~~the~~ the delivery of goods to the Defendant, which were to ship goods at defendant

4th and risk, # The place of our business is Quincy Illinois from which point the goods were shipped to defendant by boat and Connecting line to Chaska Minnesota

5 In answer to interrogatory fifth said witness deposes and says:

Ans The goods were shipped by the ^{St Louis} New Orleans and Northern Line Packet Co and their Connecting lines and were receipted for by said Company in good order

In answer to interrogatory fourth said witness deposes and says.

and Condition; They were shipped
on the date shown on statement
Exhibit A,

6th In answer to interrogatory
5th said witness deposes
and says,

ans The defendant never has to the
best of my knowledge claimed
that any agreement had been
made by which we were to deliver
said goods to defendant
at Chuska in good order
and merchantable condition
I have no remembrance of
any such claim ever being
made

7th In answer to interrogatory 6th
the said witness deposes and
says,

ans Annexed are the orders of our
agent William Eisenstein as
sent to us by mail from
time to time, said Eisenstein
is now dead having died
in the month of May or June
1877. ~~I also attach~~ Some of
his orders have got misplaced

The orders annexed are
marked Exhibits 2, 3, 4, 5
and 6. I also attach a
letter of Robert Shannon,
showing upon what terms
and conditions bill of goods
of August 11th 1877 was ad-
justed which ~~to~~ said letter
is marked Exhibit ~~C~~ and
made a part of this deposition
I also attach our printed
terms referred to in this depo-
sition and on which our
goods were sold to the defendant
which said terms are marked
Exhibit B, and made a
part of this deposition, said
terms were furnished to
defendant from time to time
in our printed price list.
Charles H. Snowbridge

Subscribed & sworn to
before me this 29th day
of May 1879

John M. Loring

Notary Public

Cross Examination

In answer to Cross. inter-
rogatory one said witness
deposes and says,

I know the terms only as
they are communicated to
us by our agents and our
printed terms which were
furnished to the defendant

Charles H. Inverbridge

Subscribed and sworn to before me
this 29th day of May 1879

John H. Ginn
Notary Public

N. P. fees

deposition

\$1.00

" " "

Certificate & seal

.50

" " "

Cost

.10

Co. Clerk

Certificate

.25

Postage

.30

\$2.15

Paid by Plaintiff

John H. Ginn
N. P.

State of Illinois }
Adams County } ss

I John M. Guinness a
Notary Public in and for the County
of Adams and State of Illinois
residing at Quincy in the County
of Adams and State of Illinois do
Certify that by virtue of the within
and foregoing stipulation the testi-
mony of Charles H. Probridge
was taken before me ^{at the office}
of Ramot Duffin in said
Quincy in said County and
State on the 29th day of May
1879 between the hours of 8
o'clock a.m. and 5 o'clock
p.m. of said day, and was ac-
cused to writing by myself,
that the said testimony was taken
by and pursuant to the author-
ity and requirements of the
said stipulations upon the in-
terrogatories and cross inter-
rogatories annexed and here-
with returned; That Charles H.
Probridge said witness before exam-
ination was sworn to testify the
truth the whole truth and noth-
ing but the truth Relative to

STATE OF ILLINOIS, }
ADAMS COUNTY, } SS.

I, WILLIS HASELWOOD, Clerk of the County Court within and for said County and State, (the same being a Court of Record, having a Clerk and Seal), do hereby certify that John M. Grimes Esq., whose name appears subscribed to the foregoing certificate, was, on the 19th day of February A. D. 1896, duly appointed and commissioned by the Governor of the State of Illinois, a NOTARY PUBLIC, in and for said County, for the term of four years from the date of said Commission, and that all his official acts under said commission, as such Notary Public, are entitled to full faith and credit. I further certify that I am acquainted with the handwriting of said John M. Grimes, and believe the foregoing signature, purporting to be his, to be genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at my office in Quincy, this 29th day of May A. D. 1899.
Willis Haselwood CLERK.
Per DEPUTY.

the Cause specified in said
Stipulation and that the testimony
of said witnesses was carefully
read to said witnesses by me and
then ~~read~~ by him & subscribed
in my presence -

In testimony whereof I have hereunto
set my hand and affixed my
Notarial Seal this 29th day
of May A.D. 1879

John McQuinn
Notary Public

Phillips Henk

Quincy Hills

Bought For

Bonnet, DUFFY, Co

Term 4 months

Aug 20-1873

1472 Morning Glory Cottage

1300

1475 " " "

1550

1476 Twilight

800

1478 " Citizen

950

249 Catwa

2150 5300

148 Less 10%

2150

Drayage

1205

10845 6010905

Apr. 24-1874

Term Oct 15th 1874

148 Citizen

Net 1625

249 " "

1970 3940

148 In City

1300

249 " "

1525 3050

248 Catwa

1590 3180

148 In City Low Resor

2500

149 " " " "

2700

10 Feb 48 Ware Pot, Kettle & Skillet

1450

10 " 29 " " " "

1700

Drayage

12421565

Aug 18-1874

Term 4 months

348 Cottage &

8 2400

349 " "

9 2700

3425 Box

8 2400

3431 " "

1150 3450

Less 15%

11054

1503

8547

50 8597

Dray

Ant Card " Stud

41067

42

Exhibit A. referred to by Chas
H. Probridge in answer to interrog-
atory second

	Amounts brought Ford "	375 00	1131 23
648	Collage	48 11	
649	"	54 11	
2125	Box	16 11	
2131	"	73 11	
1138	"	16 11	
1125	Monthly Box	8 11	
644	Ware	173 11	
648	"	115 11	
1416	Castings	170	
	Less 40%	56 45 11	
	Dryage	225 80	
		338 70	
		23034170	
		\$137243	

Exhibit 2

Ship to Phil. Kent.

Chaska Minn

May 15th by Boat.

148 Citizen		1425
249 Pr. City	1525	3000
248 Aetna	1590	3180
148 Pr City		1300
249 Citizen	1970	3940
148 Pr City, Low Res En ^d returned		2500
149 " " " "		2700
10 sets of No 8 Ware	145	
10 sets " 9 " "	170.	

Ware is Pot-Kettle & Skillet

send also shortage in the old Order that is one Reason why it was not paid.

1425 Mrg Glem Cott fancy top with Urn or Elbow

1426 and 1428 Similar bellows

Urn The whole to be paid Oct 13th or either 5 of for cash in 5 days.

You had send him Saddles in place of bellows or Elbows which he now has and no use for them till next fall.

no Ware

Paid Apr 24 1874

Exhibit 3

St Peter Minn

Aug 14th 1874.

Mess Bonnet Duffy & Co
Quincy Ill.

Dear Sirs

Ship to Phil Frank Chaska

378 Lady Gay Cott Wood

379 " " "

3731 Bot

3725 " 15 of

To John Frank Caver to Hastings
via Hastings & DeKola R R.

2788 Box

3731 "

378 Citigen

279 "

378 Lady Gay Cott Wood

379 " " " 20 of.

to Prudenzack & Bros
St Paul

Shipped Aug 18-1874

1115
552
1632

2# 21 Queen cast Lg

2# 24 " " " 20 of

but to be sure the feet wont drop
out! - -

I could not get Trucks Order for
half of what he wanted, he
says he can do better at St Paul
Mr Hunt of Chaska told me
that you should have a little
patience yet for the Money
untill the farmers will
bring in their new Wheah.

I met C. Nord on the Str.
he wanted me to come & see
him but i did not do it.
I guess he would like some
Heating stoves. I could do
nothing with the other Man
here although i had a big
talk with Mr. Evans who
buys of C. C. & Co altogether
Yours Wm Dickinson

Exhibit 4

CARVER, MINN.,

1875

4 # 9 Citizen

3 # 9 Pr. City

3 # 8 Citizen

1788 Franklin

1#99 " If 99 is not done send 2.88.

1 Div sub each 8 + 9 Harr at ~~130~~ 130. & 150 for all.

3 #25- gl Kettle

3 # 30 " "

2#20 " "

1 each 8+9 Ham Boilers

1728 Twilight - March 1872. short-

1 # 26 " " "

1 # 8 Return over Rack

1. # 8 " Ac or the slide Dampers

178 " rest for cross centre

2.88.
at ~~Stuffed Mugs~~ 0.
1/4 less Jo

$$\begin{array}{r} 80 \\ 60 \\ 35 \\ \hline 4 \overline{) 175} \\ \underline{40} \\ 132 \end{array}$$

1/4 less Jan'y, ^{sl.}

short-

"

" " has never got the Twilight or double over + a little. Keep screw out in front where the Hawth is fastened with a screw in the center

Exhibit 5
Carrier Home April 3, 1876.
Mess Bonnich Duffy & Co.
Sisters.

Letter to hands in Reply will
say that Rosenbergs are
leaving - I guess they are
equal on a Extensions
writing to them, to that effect.
Enclose a Please find or so
the Post I will explain
when I get back. I have not
Mr Hunt so that he will
exclusion from us
Ship might away to Pl. Hunt Chasko
via St Paul. as soon as navigation
is opened through.

#88 Franklin no more and no charges.
#25 9 Kettles } 1 doz each 8 + 9 ^{fine} Skillets
#30 " " } 1 " each 8 + 9 1. Kettles
#20 " " } 1/4 " each 8 + 9 Waffles

15 sets of 7 are 8 @ 115. PM Kitten & Kitten

15 " " " 9 150. " " " "

the Rest above at 1/3 less

Ship June 15 " the same way to
same Party.

6# 9 Old Oil 1625

4# 9 Or City 1275

2# 8 " " 1150

3# 99 Franklin 1875 - nickel Keweenaw

1# 8.8 " " 1800 " " "

Paul Jancy 1st on the whole
the following is sold on his old
store.

01# 26 Tailight Hearth slides & sampler 1872

01# 28 " " " "

01# 26 & 28 Corn " "

01# 28 set of Lining new

02# 28 Hearth & depth slides new
& sampler

02 Urns Urn Tops cover & addles Colled

& do do for 28 Store.

~~Noted~~
Cancelled

Exhibit
Ship to Ph. Hunk
Chaska Minn

via St Paul

2#7 Cottage

5#8 "

5#9 "

1#38 Box

4#31 "

4#38 "

2#28 Dodd Box

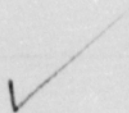
1#8 near Lehigh

1#9 " "

30 less

Jan. 1st

Shipped Aug 23-1876



READ THIS.

Exhibit B.

Many mistakes will be prevented and time and trouble saved, if care is taken when ordering extra castings, to give the year in which the stove was patented. When this is not done we will not be responsible for mistakes.

NOTICE.

Without orders to the contrary, we furnish with each Cook Stove the following ware :

1 Pot,	1 Kettle,	2 Griddles,
2 Skillets,	1 Lifter,	1 Scraper.

When Gridirons and Heaters are ordered, they will be charged at the price named on page 30, and in no case will they be furnished with the stove free.

Our discounts will range so as to make our prices compare favorably with those of other manufacturers.

We do not insure delivery or safe carriage of goods.

Our responsibility ceases when goods are receipted for in good order by railroads or steamboats.

No claim for errors allowed unless made within ten days.

Terms cash on receipt of invoice, unless a special agreement for longer time is made ; and when time is given, accounts must be closed by note or acceptance.

CATALOGUE

—AND—

PRICE LIST

—OF—

Stoves and Hollow Ware

MANUFACTURED BY

BONNET, DUFFY & CO.,

Corner Fifth and Ohio Streets,

QUINCY, ILL.

QUINCY, ILL.:

CADOGAN & GARDNER, PRINTERS AND BINDERS.

Office of J. H. Henck,
Exhibit C DEALER IN
HARDWARE

and Agricultural Implements,

CHASKA, Carver Co., Minn.,

9-28

1877

Wep Bonvil Duffey Esq
Quincy

Gentlemen

I arrived in St Paul
Tuesday & came out here Wednes-
day & could not succeed in
getting any settlement with Hunt
until to day He would not take
the Stoves under any consideration
short of one years time which
I allowed giving him until Oct
1st 78 with 40 off the freights on
the Stoves from Quincy here was
thirty seven dollars & the Storage
for one month was six & 30/100 dollars
making in all Storage & freights
forty three & 30/100 dollars & Hunt
would not pay but fifteen dollars

Seeing a balance for us to pay
of Twenty Eight Dollars & I have
drawn on you to day for the
above amt. Through The Carver
County Bank As I thought it
would be best to settle the matter
& stop any further expense & trouble
you will please honor draft
& Oblige

Robt Shannon

State of Minnesota
District Court
County of Scott,

John J. Bennett, James Duffy
and John H. Dowbridge Partners as
Bennett Duffy & Co.

vs
Phillip Henck.

Depositions

Given June 5th 1884
W. Krugenhohl
depos.

— 215. —

Money

OWED

No. 1224

DISTRICT COURT,
CARVER COUNTY, MINN.

James Slacum Jr.
Plaintiff.

vs.
Charles Kalberg
Defendant.

H. C. Odell
Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry June 13, 1879
Count A Page 215
Register of Actions

Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$ 128.86

Date of Judgment June 13, 1879

Minute Book A Page 575

Default Judgment Book Page

Date of Docketing June 13, 1879

Judgment Book A Page 294

State of Minnesota }
County of Carver. }

L. E. Booth of said County
and State being first duly sworn
says that on the 23rd day of May
1879. at the Town of Young America
in said County of Carver. he served
the annexed Summons and Complaint
upon Charles Kolberg the Defendant
named therein. by handing to and
leaving with said Defendant. true
and correct copies of said Summons
and Complaint.

And this Affiant further says that
he is not a party to the action in
said Summons and Complaint entitled
nor in any manner interested in
the event thereof.

Subscribed and Sworn to } L. E. Booth
Before me this 6th day of }
June 1879. George Mix
Justice of the Peace.

STATE OF MINNESOTA,

COUNTY OF CARVER.

District Court,

EIGHTH JUDICIAL DISTRICT.

SUMMONS.

James Locum Jr. Plaintiff.
40
Charles Kolberg - Defendant.

The State of Minnesota to the above named Defendant:

You *Charles Kolberg* are hereby summoned and required to answer the Complaint of the Plaintiff in the above entitled action, a copy of which is herewith served upon you, and to serve a copy of your answer to said Complaint on the subscriber, at *his* office in the Village of Chaska, in the County of Carver and State of Minnesota, within twenty days after the service of this Summons upon you, exclusive of the day of such service, and if you fail to answer the said Complaint within the time aforesaid, the Plaintiff in this action will

take judgment
against you for the sum of One hundred
fourteen and 56/100 Dollars, and interest
thereon at the rate of 10% per annum
since January 1st 1879.

together with the costs and disbursements of this action.

Dated at Chaska,

May 21st, A. D. 1879.

W. B. Odell,

Plaintiff's Attorney.

DISTRICT COURT.

COUNTY OF CARVER.

James Locum Jr.

vs

Charles Kolberg.

SUMMONS.

N. C. Odell,

Plaintiff's Attorney.

Chaska, Minnesota.

Davison & Henderson. Print, Minneapolis.

Pol 1

State of Minnesota
District Court
Eight Judicial District
County of Carver
James Slocum Jr.
Plaintiff.

^{vs}
Charles Kolberg
Defendant.

The above named Plaintiff for
Complaint against the above named
Defendant. states and shows to the
Court that heretofore to wit on the
1st day of January 1879. at Norwood
in said County and State. said
Plaintiff and the above named
Defendant. accounted together of
and concerning divers sums of
money before that time due
and owing from said Defendant
to said Plaintiff and then in arrear
and unpaid. and upon such ac-
counting the said Defendant
was found to be in arrears and
indebted to said Plaintiff in the
sum of One hundred fourteen and
56/100 Dollars. that being so indebted
to said Plaintiff the said Defendant
on the day aforesaid in consideration

Pol 2

thereof. undertook and promised
to pay said Plaintiff said sum of
One hundred fourteen and 56/100
Dollars. and interest thereon at
the rate of ten per cent per annum
whenever thereafter requested so to do.
that said Plaintiff has often requested
said Defendant to pay said sum
of money. but said Defendant has
neglected and refused to pay the
same or any part thereof and
the whole amount thereof is now
due and owing from said Defendant
Vol 3 to this Plaintiff.

Wherefore this Plaintiff demands
judgment against said Defendant
for One hundred fourteen and 56/100
Dollars. and interest thereon at the
rate of ten per cent per annum
since the 1st day of January 1879
together with costs of suit.

Dated May 21st 1879

W. L. Odell

Atty for Plff
Chas. A. Munn

District Court
8th Judicial District
County of Carver

James Hlocum &

v.

Charles Kolberg

Complainant

Filed June 11th 1879
J. H. Krayenbuhl
Clerk.

W. L. Odell
Attorney
Charles H. H. H.

State of Minnesota
District Court
Eighth Judicial District
County of Carver
James Slocum Jr
Plaintiff.

vs
Charles Kolburg
Defendant.

State of Minnesota }
County of Carver. } ss.

N. C. Odell of said County
being first duly sworn says that
he is Attorney for the Plaintiff in
the above entitled action, that the
summons and complaint in
said action were served upon
the Defendant therein, on the 23rd
day of May 1879, that more than
twenty days exclusive of the day
of such service have elapsed since
the service of said summons and
complaint on said Defendant
and no answer or demurrer
or copy of either have been served
upon this affair, nor has said
Defendant appeared in said
action in any manner whatever.

Subscribed and sworn to } N. C. Odell.

Before me this 13th day
of June 1879

J. H. Weyenbuhl
Judge of the Court
of the County of Carroll

District Court
of the Judicial District
County of Carroll

James H. H. H.

vs

Charles H. H.

aff of no answer

Filed June 13th 1879,
J. H. Weyenbuhl
Judge

W. L. Odell
att'y for deft

State of Minnesota
District Court
Eighth Judicial District
County of Carver
James Locum Jr.
Plaintiff.

vs
Charles Kolberg
Defendant.

Mem of Pliffs Costs etc.

Statute costs	5.00
Clerks Fees.	3.60
2 affidavits.	.50
	<u>9.10</u>

State of Minnesota } ss.
County of Carver. }

H. C. Odell being first duly sworn says that he is the attorney for the Plaintiff in the above entitled action. That the above is a just and true statement of the Plaintiffs costs and disbursements in the above entitled action, and that the same have been actually paid by said Plaintiff, or the liability therefor incurred.

Subscribed and sworn to } W. C. Odell.
Before me this 13th Day
of June, A.D. 1899

J. W. Wrayenbuhl
Clerk Dist Court
County of Cass

[Signature]

District Court
8th Judicial District
County of Cass

James L. Loomis

vs

Charles Kolberg

App of Costore

Filed June 13th 1899.
J. W. Wrayenbuhl
Clerk

W. C. Odell
Atty for App.

State of Minnesota
District Court, Eighth Judicial District
County of Carver.

James Stocum Jr
vs
Charles Kulberg.

The Summons and Complaint in the within entitled action having been personally served on the above named defendant on the 23rd day of May A.D. 1899. and it appearing by the Affidavit of the Attorney for said Plaintiff, on file, that more than twenty days have elapsed since the day of said service, and that no answer or demurrer, or copy of either, has been received by the plaintiff's Attorney in said action.

Now therefore, upon motion of W. G. Odell Attorney for said Plaintiff, It is hereby adjudged and determined that said Plaintiff recover of said Defendant, the Sum of One hundred fourteen dollars and fifty six cents, damages and five dollars and twenty cents interest, Judgment as claimed by said Summons and Complaint together with three dollars and ten cents costs and disbursements, stated in said action, the whole amounting to the Sum of One hundred twenty eight dollars and eighty six cents, and that said Plaintiff take his lawful process therefor.

Dated June 13th A.D. 1899.

By the Court:

G. Krausentuhl

Clk

Principal \$ 114.56

Interest " 5.20

Costs " 9.14

Total \$ 128.86

State of Minnesota
District Court
County of Carver.

James Sluicum Jr
vs
Charles Kulberg,

Judgment Roll.

Judgment \$114.86
Interest " 5.20
Costs " 9.10

Debt \$ 128.86.

Filed, June 13th A.D. 1879,
G. H. Krausmuhl
Clerk.

= 215, =

W. C. Odell, Atty for Plaintiff