



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

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No. 1259 Promissory Note

DISTRICT COURT,
CARVER COUNTY, MINN.

E. Hagner, et al
vs. John Sundin, Partners as
Holmes, Anderson & Sundin Plaintiff.

Per Larsen
Defendant.

Frank Hagner
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry Mar 10 1879
Carver Co A Page 33
Register of Actions

Term Tried Default 1.

Judgment for Plaintiff

Amount of Judgment \$ 355.82

Date of Judgment Dec. 15th 1879

Min. Rec A Page 583
Judgment Book

Default Judgment Book Page

Date of Docketing Dec 15 1879

Min. Rec A 298

State of Minnesota
County of Carver
District Court
8th Judicial District

E. Holmes A. J. Anderson
and John Sundine
Partners as Holmes
Anderson & Sundine

Plaintiffs

vs.
Per Larson

Defendant

The Complaint of the
Plaintiffs respectfully states and
shows to this Court, that
on the 2^d day of March A.D.
1875 the above named defendant
made execution and delivery
to the Plaintiffs above named
his certain promissory note
in writing by the terms
of which said defendant
promised and agreed to pay
said Plaintiffs or order the
sum of one hundred and
sixteen and 27/100 dollars in
six months after the date
thereof which said note

reads in the words and
figures following, To wit:

Carver March 2^d 1875

Six mos after date I promise
to pay to the order of Holmes
Anderson and Sundine one
hundred and sixteen $\frac{7}{10}$ dollars
at Carver with 12 per cent till paid
Value received

116⁰⁰ Witness

Per his Son
Mark

A. G. Anderson

The Complaint of the Plaintiffs
further states and shows
that they are now the
owners and holders of said
note and that no part of
the same has been paid
except the sum of forty two and
57/100 dollars paid November 1st
1877. That the same does long
since due and payable and
payment thereof has often been
requested

And the Complaint
of the Plaintiffs for a second
Cause of action against said
defendant states and
shows to this Court, that

Since defendant at one ~~moment~~
on the 7th day of February
A.D. 1876 made, Executed and
delivered to these Plaintiffs ^{this}
certain other Promissory note
by the terms of which said
defendant promised and
agreed to pay these Plaintiffs
or order the sum of one
hundred and twenty seven
and 67/100 dollars one month
after the date thereof with
interest at ~~one~~ per cent per
annum which said note
reads in the words and
figures following, To wit:
Carver Min Feb 1-1876

\$127.67/100

One month after date I
promise to pay to the order
of Holmes, Anderson & Sandline
One hundred and twenty seven
67/100 dollars at their office
in Carver - with interest
from date at the rate of 1 per
cent per annum until paid
Value received

No 51

Witness
Jno Sandline

Per his ~~X~~ Larsen
Mark Cana

The Complaint - of the Plaintiff
further states and shows
that said Plaintiffs are not
the owners and holders of
said note and that no
part of the same has been
paid though long since due
and payment has often
been requested

Wherefore the Plaintiff
demands judgment against
said defendant for the
sum of one hundred and
sixty and 2/100 dollars with
interest at twelve per cent per
annum from the 2^d day of
March 1875 until the 1st day
of November A.D. 1877 and interest
at twelve per cent per annum
on the sum of one hundred and
twenty and 8/100 dollars from the
said 1st day of November A.D. 1877
and for the second cause of
action judgment for the sum
of one hundred and twenty
seven and 6/100 dollars with
interest at seven per cent

per annum from the first
day of March A.D. 1876 besides
~~the~~ costs of this action

Dated & ordered
November 8th 1879 } Frank Warner
Atty for Plaintiff
Clerk

State of Minnesota
County of Carver } ss. John Sundine
being first duly sworn deposes
and says that he is one
of the plaintiffs in the foregoing
entitled action that the facts
set forth in the foregoing
Complaint are true of his own
knowledge except as to those
matters therein stated upon
information or belief and
as to those matters he
believes them to be true
Some to read

Subscribed before } John Sundine
me this 8th day
of November 1879 }

Frank Warner

Justice of the Peace

to
DINE.
Dollars,

until paid.

over
ma

District Court
8th District

John Anderson
and Sundine
vs

Per Larson
" "
Complaint

Filed November 14th 1899
G. H. Grayson
clerk
- 33 -

Frank W. Wynn
att'y for Plaintiff
Carson
Miss

State of Minnesota
County of Carver }
District Court }
8th Judicial District }

E. Holmes A. G. Anderson Esq }
John Sundin, Partners as } Plaintiffs
Holmes Anderson & Sundin }
vs }
Per Larson } Defendant

The State of Minnesota
To the above named Defendant
(You are hereby Sum-
-moned and required to answer
the Complaint in the above
Entitled action which has been
filed in the Office of the Clerk
of the District Court at Chaska
in said County and to serve
a copy of your said Answer
on the Subscriber at his Office
in Carver in said County
within twenty days after the
service of this Summons on
you exclusive of the day of
such service and if you
fail to answer said Complaint

within the time aforesaid
the Plaintiff in this action
will take Judgment against
you for the sum of one hundred
and sixteen and 2/10 dollars
with interest at twelve per
cent per annum from the
2d day of March 1875 untill
the 1st day of November A.D. 1877
and interest at twelve per
cent per annum on the
sum of one hundred and
ten and 8/10 dollars from
the 1st day of November
A.D. 1877, And for the second
Cause of action, Judgment
for the sum of one hundred
and twenty seven and 7/10
dollars with interest at six
per cent per annum from
the 1st day of March A.D. 1876
Directs the costs of this action

Dated at Carrow

November 8th 1879

Frank Warner
att'y for Plaff
Carrow
Mumfords

State of Minnesota
County of Carver } ss

I hereby certify
and return that I served the
foregoing summons on the within
named defendant ^{per person} by leaving a
true copy thereof at the last usual
place of abode of said defendant in
said County of Carver Minnesota
by handing to his wife said copy
and by explaining to her the contents
thereof the being a person of suitable
age and discretion on the 11th day of
November A.D. 1879

J. C. Dewart Sheriff of Carver Co
173 Mathias Logelin Deputy

for sum
copy
100
150
\$1.15

District Court
& Co District
"

At Home Endersburg, Indiana

vs

Per Larson
"

Summons

Filed, December 16th 1894
G. W. Gayentubel
clerk

Frank Warner
att'y for Plaintiff
Carson
Min

\$127 $\frac{67}{100}$

Carver, Minn. Feb 1 - 1876

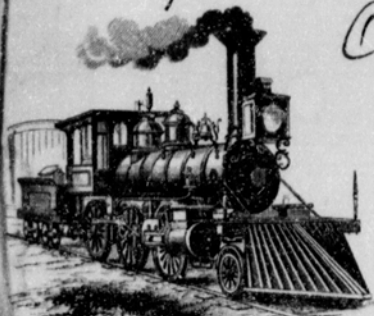
One Month after date I promise to pay
the order of **HOLMES, ANDERSON & SONS**

One Hundred Twenty Seven $\frac{67}{100}$
at their office in Carver.

With Interest from date at the rate of $\frac{67}{100}$ per cent. per annum

Value Received,

Per ^{his} ~~mark~~ L. A.
C. A.



Witness

No. 57

L. A. Sundue

Julio Dec 18th 1849
G. Krausentuhl
Albion,

7/6.92

Carm March 2⁵ 1875

Six Mas after date, I Promise

to pay to the Order of Holmes Anderson & Sundin

One Hundred Sixteen — $\frac{20}{100}$ Dollars,

at Carm with 12% int till Paid Value Received.

\$ 116.20 ^{Witness} H. Anderson Per H. Larson Cand
Mark

1877

Nov 1st Recd
On mth note
\$42.⁵⁰

Filed Dec 15th 1877
G. W. W. W. W.
Udunk

\$138.16

State of Minnesota
County of Carver
District Court
8 Judicial District } Affidavit of John Sundin

J. John A. L. Driggs
John Sundin, Partner
of Driggs & Driggs
Sundin } Plaintiff

agent -
Per Larson } Defendant

Carver County } ss
John Sundin being
first duly sworn deposes
and says, that he is one
of the plaintiffs in the above
entitled action that said
plaintiffs have a cause of action
against said defendant, that
said defendant is indebted
to said plaintiffs in the
sum of Two hundred and
thirty eight and 50/100 dollars and
interest thereon which said
amounts are due upon
two promissory notes bearing
date the 2^d day of March 1875

and 12th day of February 1879
respectively and that the same
are now due and unpaid
and this deponent further
states that said defendant
Per Larson is about to ship
secretly and dispose of his
property with the intent to
defraud these plaintiffs, that
said defendant's property consists
of wheat, which is all the
property which he now has
liable to attachment and that
it is not exempted by law though
this deponent also that a
writ of attachment may issue
and the said defendant's
property be attached

Subscribed and sworn to
me this 8th day
of November A.D. 1879 } John Sundin
Frank Warner }
Justice of the Peace

District Court
& to District
" "

Holmes, Anderson
and Sundin
vs

Per Lursam
" "

Att & Attachment
" "

Affidavit ^{and} attachment
approved, with bond
accompanying - Sub
with of attachment
issue -

Esther's
Court Commissioner
of San Francisco Min
Frank Graham
att'y for Plaintiff
Carroll
Miss

Filed November 10th 1874
G. W. H. B. H. B.
Clerk

Know all men by these Presents
That we E. Holmes, A. C. Anderson
and E. M. Sandline, Executors of
the Estate of Andrew and Sandline
as principal and Levi H. Griffin
Peter Redin as Sureties
are held and firmly bound
unto the Lord in the full
and just sum of two hundred
and fifty dollars lawful
money of the United States to
be paid unto the said Levi H.
Griffin for which payment
well and truly to be made
and done we bind ourselves
our heirs Executors Administrators
and assigns jointly severally
and firmly by these presents
Sealed with our seals and
dated this 8th day of November
A.D. 1872.

The Condition of the
above obligation is such
to-wit: That the above bounden
Holmes, Anderson and Sandline
are about to cause a
writ of Attachment to issue
out of the San District Court

in and for the County of
Cannon At the said term
pending wherein the said
Holmes, Anderson and Sundin
are plaintiffs and the said
Per Larson is defendant
to recover the sum of two
hundred and thirty eight
and 00/100 dollars and interest
thereon - Now therefore these
conditions are such that
if said writ of Attachment
shall issue and the defendant,
Per Larson, recover judgment
against said plaintiffs the
plaintiffs will pay all costs
that may be awarded to the
defendants and all damages
which he may sustain by
reason of this attachment
not exceeding the sum
of two hundred and fifty
dollars. Then this bond to
become void otherwise
to be and remain in full
force

Signed and sealed
in presence of
Frank Warner

Volmer Anderson & Sundin
Gerrit H. Griffin
Peter Redin

State of Minnesota

County of Cass SS

Be it Remembered
that on this 5th day of March
A.D. 1879 personally appeared
before me E. Adams J. J. Adams
and John Sandins, Justices of
the Peace and John Sandins and
Levi H. Griffin and Peter Rudin the
signers and members of the foregoing
bond acknowledged that they
signed and sealed the foregoing
bond freely and voluntarily
for the uses and purposes expressed

Frank Turner
Justice of the Peace

State of Minnesota

County of Cass SS

Levi H. Griffin and Peter Rudin
being each duly sworn before
and say that they each signed
the foregoing bond as sureties
thereon that they are each worth
the sum of two hundred and fifty
dollars over and above their
Exemptions and liabilities, heirs
and Attachments or

Maine & any since
 Joseph D. ...
 ... before ...
 this 8th day of ...
 1879
 Frank Warner
 Justice of the Peace

Dist. Court
 ...
 ...

John ...
 and ...
 Per ...
 ...

Approved ...
 E. H. ...
 Court ...
 ...

...
 ...
 ...

Filed Nov 11th 1879
 ...

State of Minnesota,
County of Carver

DISTRICT COURT,
Eighth Judicial District.

H. Holmes, A. G. Anderson and
Edm Sundine, partners as
Holmes, Anderson and Sundine
vs
Per Horton,

Writ of Attachment.

STATE OF MINNESOTA,
County of Carver ss.

The State of Minnesota,
To the Sheriff of the County of Carver, GREETING:

Whereas, in the above entitled action, which is for the recovery of money, an application has been made by Holmes, Anderson and Sundine the Plaintiffs for a Writ of Attachment against the property of Per Horton

defendant therein, and to that end an affidavit has been made and filed, showing that a cause of action exists against such defendant, specifying the amount of the claim and the ground thereof; and that the defendant Per Horton is about to assign, secrete and dispose of his property with the intent to defraud said plaintiffs and the bond in such case required by law, has been duly filed, and such Writ has been duly allowed.

Therefore, You are hereby commanded and required to attach and safely keep all the property of said Per Horton within your County, and not exempt from execution, or so much thereof as may be sufficient to satisfy the said plaintiff demand, (which amounts to the sum of Two hundred thirty eight and 00/100 dollars, viz, as appears by the Complaint in said action,) together with costs and expenses, and that you proceed hereon in the manner required of you by law.

Witness the Honorable John S. MacDonald Judge
of the District Court aforesaid, at Chaska
this Tenth day of November in the
year 1879.

G. W. Gray Clerk.

State of Minnesota } I hereby certify
County of Carver } that by virtue of
the Within Writ. issued
out of the District Court

for the Eighth Judicial District County
of Carver and State of Minnesota. I
have on this 11th day of November 1874
at the Town of Benton in said County and
State levied upon the following personal property
to wit 18 Sacks of corn and have them now in
my possession

J. E. Dutoit

Sheriff of Carver County

and also that at the Town of Benton in said County
and State I served the Within Writ on the 11th day of
~~October~~ November 1874 by leaving a copy thereof with Mr
Larson his wife at his house and last place of
residence and abode with copy of said Writ
thereon

J. E. Dutoit Sheriff of Carver

By Matthias Loyelin Deputy

fees service 1.00
copy 50
levy 1.00
travel 2.80
\$5.30

original.

District Court,

County of Carver

Alma Anderson vs Sundine

Pl.

Per Benton.

WRIT OF ATTACHMENT.

Issued November 10th 1874

G. H. Grayenbuhl clerk.

Returned December 10th 1874

G. H. Grayenbuhl clerk.

Grand Warner

Plaintiff's Attorney.

Printed and for sale at the office of the St. Paul Pioneer.

State of Minnesota
County of Carver
District Court
8th Judicial District

E. Holmes A. G. Andrews
vs John Sundline
Parties as Holmes
Andrews vs Sundline
Plaintiff
vs
Per Larson Defendant

Carver County, Minn
Frank Warner being
first duly sworn deposes
and says that he is
attorney for the Plaintiff in
the above entitled action
and has been acting as such
attorney since the commencement
thereof. That no copy
of an Answer to the Com-
plaint in said action has
been served upon this
deponent neither has said
defendant appeared in
said action in person
or by any attorney herein
before me this 15th day } Frank Warner

Dist. Court -
St. Louis District

Wm. Anderson
and Frederick

vs
Per Larsen
Att of Wm Anderson

John W. Anderson
Esq.
St. Louis

Frank W. Anderson
Att. for Wm. Anderson

7 December 1879
Geyerhohl
John W. Anderson
Esq.

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

Frank Holmes, A. G. Anderson
and John Sundine, Partners as
Holmes Anderson and Sundine
against
Per Carlson,

The Summons in the within
entitled action having been duly served upon the
defendant herein on the 11th day of November A.D. 1899,
and the Complaint duly filed with the Clerk of this Court,
and it appearing by the Affidavit of the Attorney for
said Plaintiffs 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 said Plaintiffs Attorney in said action,
Now therefore, upon motion of Frank
Holmes Attorney for said Plaintiffs, It is hereby
adjudged and determined that said Plaintiffs
recover of said defendant the sum of Three
hundred thirty eight dollars and seventy two cents,
Principal and Interest as claimed by said Summons
and Complaint together with Seventeen dollars
and ten cents, costs and disbursements stated

in said action, the whole amounting to the sum
of Three hundred fifty five dollars and eighty
two cents, and that said plaintiffs have their
lawful process therefor.

Judgment, Principal \$ 243.84
" Interest " 94.85
\$ 338.69

Costs, Statute Costs \$ 5.00
Court Room " 2.00
Declaratory " 3.65
Service of summons " 1.45
" of attachment " 5.30 " 14.40
Total \$ 355.82

Dated December 15th A.D. 1879.

By the Court:

G. Krayenbuhl
Clerk.

State of Minnesota
District Court
County of Carver,

Holmes, Anderson and Sundine

vs
Per Carson.

Judgment Roll.

Judgment \$ 338.82
Costs 17.10

Total \$ 355.92

Filed, Dec 15th 1879.
C. H. Krugentuhl
Clerk

— 33 —

Grant by owner with full power
Carver, Minn

Binder
SOLD

No. 1760

DISTRICT COURT,
CARVER COUNTY, MINN.

W. H. Miller
Plaintiff.

vs.

John Olson
Defendant.

Frank Warner
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry Nov 18th 1879
Register of Actions A Page 21
Term Tried 19
Judgment for
Amount of Judgment \$
Date of Judgment 19
Judgment Book Page
Default Judgment Book Page
Date of Docketing 19

July 14 State of Minnesota
County of Carver
District Court
8th Judicial District

W. L. Mills vs Plaintiff
vs
John Olson & defendant

The Complaint of the Plaintiff
respectfully states and shows
to this Court, that in the month
of ^{July} ~~September~~ A.D. 1878 said Plaintiff
sold and delivered to said
defendant at his request one
Self Binder, at and for the
agreed price and value of
one hundred and twenty
dollars. That for and in
consideration of the purchase
of the said Self Binder at and
for the price aforesaid and
the delivery thereof to him, the
said defendant, he the said
defendant, promised and
agreed to pay the freight
upon the same amounting
to the sum of two and 50/100

dollars - That on several
times previous to the Commencement
of this action the Plaintiff
has demanded payment for
said Binder and the freight-
thereon of said defendant, but
that said defendant has neg-
lected and refused to pay
the same or any part thereof
though the same are long
since due

Wherefore the Plaintiff
demands judgment against said
" 3 defendant for the sum of one
hundred and twenty two dollars
and 57 cts dollars with interest
thereon at seven per cent
per annum from the 1st day
of October 1878 besides the costs
of this action

Dated at Newburg
N.Y. 1879

Frank Warner
att'y for Pltff
Carroll

State of Minnesota
County of Carson J. D. Mills
being first duly sworn

Wheeler and says that he
is the plaintiff in the foregoing
entire action, that the
facts set forth in the foregoing
complaint are true of his
own knowledge except as
to those matters therein stated
upon information or belief
and as to those matters he
believes it to be true

Given to read
Subscribed before
me this 17th day
of November 1879

W H Miles

Frank Warren
Justice of the Peace

(20 10 1879)

District Court
2nd District

W. H. Mills
vs
John Alben
Complaint

Filed November 1st 1884
G. W. Weyant
Clerk

Ex 2

Frank Farmer
attys for Plaintiff
Carroll
Miss

Larceny

No. 1261

DISTRICT COURT,
CARVER COUNTY, MINN.

State of Minnesota
Plaintiff.

John Erickson
Defendant.

W. L. Odell

Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry NOV 20 1879
Court A Page 251
Register of Actions

Term Tried 1

Judgment for

Amount of Judgment \$

Date of Judgment 1

Judgment Book Page

Default Judgment Book Page

Date of Docketing 1

The District Court for the County of
Carver and State of Minnesota

Eighth Judicial District

The State of Minnesota

vs

John Erickson

John Erickson is accused
by the grand jury of the County of Carver
in the State aforesaid, by this indictment
of the crime of larceny in a shop com-
mitted as follows:

The said John Erickson
on the 2^d day of November A.D. 1877 at the
village of Carver in the County of Carver
in the State of Minnesota in the shop of
Hakerson & Peterson in said village situated
and being feloniously took and carried
away six dozen fish lines of the value
of forty cents per dozen, one two foot reel
of the value of twenty five cents, one pocket
plane of the value of eighteen cents, one
steel compass of the value of thirty eight cents,
one tape line of the value of forty cents and a
chain of the value of eighteen cents. Two half
penny files of the value of sixteen cents each
One thumb nail of the value of two cents, two
ballpoint pencils of the value of sixteen cents
and one half cent each, four key rings of
the value of two and one half cents each,
Two steel pencils of the value of twelve and

one half cent each, Six pocket knives of the
value of thirty seven and one half cents
each, Nine pocket knives of the value of
twenty five cents each, Four pocket knives
of the value of thirty four cents each, Seven
pocket knives of the value of thirty five
cents each, Six pocket knives of the value
of twenty five cents each, One pocket knife
of the value of one dollar and eight
cents, One pocket knife of the value
of twenty five cents. One package of
Sewing Machine of the value of one dollar
and sixty cents. Twenty three cent postage
stamps of the value of sixty cents. One bond
book of the value of one dollar and
fifty cents, then and then the ~~personal~~
property of the said Hubison and Peterson
son against the form of the statute in such
case made and provided and against
the peace and dignity of the state of Minnesota
Dated at Chaska in the County of Carver
the 6th day of April A.D. 1880

Names of the Witnesses }
Examined before the } W H Miles
Grand jury } Foreman of the Grand jury
A P Peterson
Charles Stanley

State of Minnesota
District Court
County of Carver

The State of Minnesota
vs.
John Erickson

A true bill
W H Miles

Foreman of the Grand Jury

State of Minnesota by The District
County of Carver
Indictment was presented to the Grand Jury
by the Foreman of the Grand Jury in open
in presence of the Grand Jury on April
County, this 10th day of April A.D. 1880.
L. A. Engelhardt, Clerk.

W. L. Odell
Esq. atty.

State of Minnesota
District Court, Eight District
County of Carver

The State of Minnesota
against
John Erickson

We John Erickson as
Principal and Gustave Krayenbuhl
as surety of the County of Carver in
the State of Minnesota acknowledge
to owe and be indebted to the State
of Minnesota in the sum of Two
hundred dollars to be levied on our
several goods and chattels, lands and
tenements if default be made in the
condition following to wit:

Whereas the above named de-
fendant John Erickson has been Com-
mitted to the common jail of said
Carver County upon the charge
of burglary and has this day upon
his own petition been brought before
E. H. Lewis Court Commissioner
of said County for the purpose of
being admitted to bail, and whereas
his bail has been fixed by said Court
Commissioner at the sum of

Two hundred dollars, and it has been ordered that upon the giving of such bail that said Erickson be discharged from custody.

Now therefore if the said John Erickson shall and does well and truly appear before the district court in and for said Carver County at the next term thereof to be holden in said County and not depart the said Court without leave then this recognizance to be void otherwise of force taken and acknowledged

before me this 30th day
of November A.D. 1879 } G. Krayenbuhl
State of Minnesota
County of Carver } S.S.

Came personally before me Gustave Krayenbuhl who being first duly sworn says that he is a resident and freeholder of and in the State of Minnesota and worth the sum of Four hundred dollars over above his debts and liabilities and property exempt from execution

Subscribed and sworn to
before me this 30th day of } G. Krayenbuhl
November A.D. 1879 }

(Seal)

L. Strunkens
Co. Auditor

District Court
Carver County
— " —
The State of Minnesota
vs

John Erickson
Recognizance

I hereby approve
of the within recogni-
zance and the
surety therein named
Dated Nov. 20th 1879

E. H. Lewis
Court Commissioner
Carver Co
Minn

Filed Nov. 21st A.D. 1879
G. Krayentuhl
Clerk

STATE OF MINNESOTA,

DISTRICT COURT,

County of

Carroll Eighth

Judicial District.

*The State of Minnesota**vs*

SUMMONS.

*Luntan Gray Eubank***THE STATE OF MINNESOTA, TO THE ABOVE NAMED DEFENDANT:**

You

are hereby summoned and required to answer

the Complaint in the above entitled action, a copy of which is herewith served upon you, and to serve

a copy of your answer to the said Complaint on the subscriber, at

Chaska

in the County of

Carroll

and State aforesaid

within twenty days after the service of this summons on 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 two hundred dollars & costs**of suit*

Dated

A. D. 188

*W. B. Odell*Plaintiffs Attorney, *Chaska* Minn

DISTRICT COURT.

Judicial District.

County of

Summons for Relief.

Plaintiff's Attorney.

State of Minnesota
District Court
Eight Judicial District
County of Carver.
The State of Minnesota
Plaintiff.
vs
Gustav Krayebull.
Defendant.

The Plaintiff in the above entitled
action, alleges and avers
That on the 20th day of November
1879, one John Erickson then and
prior thereto, duly committed to
and confined in the Common Jail
of the County of Carver, in the State
of Minnesota, charged with the
crime of Burglary, was upon his
own petition taken before E. H. Lewis
Esq. then Court Commissioner
of said County of Carver, for the
purpose of being admitted to bail.
That thereupon said Court Commissioner
duly filed and required said John
Erickson to recognize with sufficient
surety for his appearance before
the above entitled Court, at the time
next term thereof, and to abide
the order of such Court and not
depart therefrom without leave,
in the sum of Two Hundred
Dollars. That thereafter, and on

said 20th day of November 1879.
said Defendant duly executed and
entered into a recognizance a
copy of which is hereto attached
and reads a part thereof. whereby
he said Defendant acknowledged
himself to owe and be indebted to
the Plaintiff in the sum of Two
Hundred Dollars. which sum
he said Defendant promised and
agreed to pay. in case default
should be made in the conditions
thereof. That afterwards. and at
the ~~September~~ 1880 term of the above
entitled Court. which was the first
term of said Court appointed to be
and which was held in said County
of Carver. subsequent to the execution
of the aforesaid Recognizance. said
John Ericson was by the Grand
Jury of said County duly indicted
and charged with the crime of
Burglary. That said John Ericson
wholly failed and neglected to appear
at said term of Court to answer
to said charge. as by the aforesaid
Recognizance he was required
to do. and thereupon he was
duly defaulted. and the said
Recognizance was by and order
of said Court duly forfeited. which
said forfeiture has since been in

any manner disturbed or said
Defendant relieved therefrom, by
reason whereof said Defendant
became and was indebted to said
Plaintiff in the sum of Two
Hundred Dollars, no part of
which has ever been paid.

Wherefore Plaintiff demands
judgment against Defendant
for the sum of Two Hundred Dollars
and costs of suit.

W. B. Odell

Plffs Attorney.

District Court
8th Dist District
County of Carver.

The State of Minnesota

9

Gustav Mayentull

Defendant in Error
vs
Summons Complaint

See files

State vs John Egan
Case No 251

✓

See service of
process in
summons
and complaint in
heretofore admitted
G. Mayentull

W. L. Odell
Attorney for Plaintiff

1
2 State of Minnesota
3 County of Carver SS

4 To the Hon. The Court Com-
5 mission of the county of Carver in the
6 State of Minnesota

7 The petition of John
8 ~~Enck~~ respectfully sheweth that he is
9 now a person confined in the jail of
10 said county, at Chaska in the county
11 of Hennepin, for the supposed ^{criminal} offense
12 of burglary, and that such confinement
13 is by virtue of a warrant a copy of which
14 is hereto annexed. And your petition
15 further shews that ~~to this~~ he is not com-
16 mitted or detained by virtue of any process
17 issued by any court of the United States, or
18 any judge thereof or by virtue of any final
19 decree or judgment of any competent court
20 of civil or criminal jurisdiction or
21 of any execution issued upon such
22 judgment or decree.

23 And your Petition further says
24 that his imprisonment is illegal in this
25 State, that he is entitled to be admitted
26 to bail and his affidavit and is ready
27 to give bail as required by law.

28 Wherefore your petition prays a writ
29 of habeas Corpus to bring him up in
30 order to be bailed.

31 Dated Nov 19th 1877

32 John Erickson

Judicial Circuit
Carver County

In the matter of the petition
of John E. Erickson for
Writ of Habeas Corpus

Petition

Suba writ of Habeas
Corpus issued upon the
within petition

Dated Nov 20th 1879

E. H. Lewis

Circuit Commissioner
Carver Co Minn

Filed, November 20th 1879

C. W. Thompson
Clerk

157

1 The District Court for the County of Carver
2 and State of Minnesota, Eighth Judicial District

3 The State of Minnesota
4 vs
5 John Erickson.
6

7 John Erickson is accused
8 by the Grand Jury of the County of Carver in the State
9 aforesaid, by this Indictment of the crime of larceny in a
10 shop committed as follows:
11

12 The said John Erickson on the
13 2nd day of November AD 1879, at the Village of Carver in the
14 County of Carver in the State of Minnesota in the shop of
15 Hakeim Peterson in said Village situate and being,
16 feloniously took and carried away six dozen fish lines
17 of the value of forty one cents per dozen, one two foot rule,
18 of the value of twenty five cents, one pocket plane of the
19 value of eighteen cents, one steel compass of the value of
20 thirty eight cents, one tape line of the value of forty cents,
21 one cold chisel of the value of eighteen cents, two half
22 pound files of the value of sixteen cents each, one thumb
23 of the value of two cents, two hollow punches of the value
24 of twelve and one half cents each, Four Key rings of the
25 value of two and one half cents each, two steel punches
26 of the value of twelve and one half cents each, six
27 pocket knives of the value of thirty seven and one half
28 cents each, nine pocket knives of the value of twenty five
29 cents each, four pocket knives of the value of thirty
30 five each, six pocket knives of the value of ninety five
31 each, one pocket knife of the value of one dollar and
32 eight cents, one pocket knife of the value of twenty five cents,

One package of sewing alls of the value of one dollar,
and fifty cents, twenty three postage stamps of the value
of fifty cents, one board saw of the value of one dollar
and fifty cents, then and there the personal property,
of the said Habeison and Peterson against the form of
the Statute in such case made and provided and against
the peace and dignity of the State of Minnesota,

Dated at Chaska in the County of Carver the 6th day
of April AD 1884.

Names of the Witnesses
Examined before the Grand Jury }
A. P. Peterson
Charles Stanley.

W. H. Mills
Foreman of the Grand Jury.

State
No
Erickson

6 dot fish lines 41.	246	
6 dot fish lines 41	41	2 46
1 2 foot rule		25
1 pocket plane		18
1 Steel compass		38
1 tape line		40
1 cold shisel		28
2 half round files	16	62
1 Hammer		02
2 hollow punches	12 1/2	25
4 Bay rings	42 1/2	10
2 Steel punches	14 1/2	25
6 pocket knives	27 1/2	2. 25
9 pocket "	25	2. 25
4 pocket "	35	1 40
4 pocket "	45	5 70
6 pocket "	108	1. 08
1 pocket "		25
1 pocket "		1. 60
1 package having all		60
23 postage stamps		1 50
1 board saw		
		21.42

State of Minnesota
District Court
County of Carver,

The State of Minnesota
vs
John Erickson,

Attorney General
vs. H. Mills
Foreman of the
Grand Jury,

State of Minnesota vs. Erickson
County of Carver
Indictment was presented to the Court
by the Foreman of the Grand Jury in
presence of the Grand Jury in open
Court, and filed this 1st day of
April. A.D. 1880.
Castroville, Minn.

W. C. Odell
Clerk

State of Minnesota
County of Carver ss

The state of Minnesota

To the Sheriff of Carver County Minnesota
You are hereby commanded to have
the body of John Erickson by you
imprisoned and detained as it is said
together with the time and cause of
such imprisonment and detention by
whatsomever name the said John Erickson
shall be called or charged. In fine E
Hewes Court Commissioner in and
for said Carver County at his Office
in Chaska in said County immediately
after the receipt of this writ, to do and
receive what shall then and there be
consuled concerning the said John
Erickson.

Witness Hon John McGonagle
Judge of the District Court
in and for the County of
Carver State of Minnesota
at the Court House in said
County this 20th day of Nov 1879

J. W. Ayer
Clerk

State of Minnesota
County of Carver

In the matter of the Application
of John Erickson for writ of Habeas
Corpus and for discharge from custody
I F E De Witt Sheriff in and
for said County, in obedience to the
aforementioned writ of Habeas Corpus
which has this day been duly served upon
me do certify and return that I have
now in my custody the said John
Erickson and by virtue of
the annexed commitment to me duly
directed and delivered and that
I have this day brought the said
John Erickson before the Court Com-
missioners of said Carver County
to do and receive what shall be
ordered in the premises, as by said
writ I was commanded
Dated Nov 20th 1879

F. E. De Witt

Sheriff Carver Co. Minn.

Fees
per diem \$ 2.00
Nov 20th 1879.

State of Minnesota
County of Carver } ss

The State of Minnesota
To the Sheriff or any Justice
of said County

Whereas John
Erickson has been brought
this day before the undersigned
one of the Justices of the Peace
of said County charged with
beating of A. P. Peterson with
knives on the 2^d day of
November A.D. 1879 at Carver
in the County of Carver State
of Minnesota in the night-
time unlawfully and
feloniously broke and
entered the office and
shop of John Erickson and
A. P. Peterson Copartners as
Erickson and Peterson which
said shop and office
was then and there used
and occupied by the said
Erickson and Peterson as a
hardware shop and office
and was not then and

there adjoining to or occupying
with a dwelling House
with intent to commit
the Crime of Larceny Con-
-trary to the form of the
Statute in such Case
made and provided and
against the Peace and
Dignity of the State of Minnesota

And whereas upon
said indictment being read
to said defendant by the
Court upon said Case
having duly been called
the said defendant expressly
waived any Examination
touching said Charge and
acknowledged himself guilty
thereof - Therefore this said
Justice not having final
Jurisdiction of the offense
therein charged, then
and there required said
defendant to enter into bail
for his appearance at the
next regular Term of
the District for said County
on the first day thereof

in the sum of six hundred
dollars and in default
of furnishing said bail
to stand and be committed
to the common jail of said
County until that time
unless sooner discharged
by due process of law

Whereas the said
defendant has not offered
said bail and has failed
to furnish the same to answer
for said offense - You
are therefore commanded
forthwith to take the said
John Erickson and him
convey to the common
jail of said County, the
Keeper whereof is hereby
ordered and required to
detain him in custody
in said jail until he
shall be there discharged
according to law

Given under my
hand this 3^d day of November
A.D. 1879

Frank Warner
Justice of the Peace

Commitment

The State of Minnesota
vs
John Erickson
"

Filed, November 17th 1879
L. H. Grayson
Clerk

Tsr.

Enckson be discharged from custody
 And therefore if the said John Enckson
 shall and does well and truly appear before
 the district Court in and for said Cannon County
 at the next term thereof to be holden in and
 said County and not desert the said
 Court without leave then this recognizance
 to be said otherwise of force
 Taken and acknowledged
 before me this 20th day of November } J. Wrayenbuhl
 1879

State of Minnesota County of Cannon
 Came personally before me Gustave Wrayenbuhl
 who by first duly sworn says that he is a res-
 ident and freeholder of and in the State of
 Minnesota and worth the sum of Four hundred
dollars over above his debts and liabilities
 and property exempt from execution.
 Subscribed and sworn to }
 before me this 20th day of November } J. Wrayenbuhl
 1879 }
 J. Streu Kent.
 Co. Auditor.

District Court
 Cannon County
 The State of Minnesota
 John Enckson
 Recognizance
 Shereby Affirm
 of the with recogni-
 zance and the
 surety this named
 date Nov 20th 1879
 C. H. Lewis
 Court Commissioner
 Cannon County
 Filed Nov 20th 1879.
 J. Wrayenbuhl
 57

No. 1762

Promissory
Note

DISTRICT COURT,
CARVER COUNTY, MINN.

C. F. Mulcrum & Co.
Plaintiff.

vs.

Andrew J. Bengtson
Defendant.

Frank Warner
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry Nov. 21 19¹⁸79
Register of Actions A Page 26
Term Tried 19
Judgment for
Amount of Judgment \$
Date of Judgment 19
Judgment Book Page
Default Judgment Book Page
Date of Docketing 19

Plt. State of Minnesota
County of Cass
District Court
of the Judicial District

G. H. McCormick and
J. J. McCormick
Partners as G. H.
McCormick & Bro
vs
Andrew J. Ringrow

Plaintiffs
Defendant

The Complaint of the
Plaintiffs respectfully ~~states~~
and shows to this Court
that on the 1st day of August
A.D. 1873 the defendant made
execute and deliver
to these plaintiffs his certain
promissory note in writing
by the terms of which said
defendant promised and
agreed to pay these plaintiffs
or order the sum of Eighty
dollars with interest at
ten per cent per annum
from date until paid
and made payable on the
first day of May A.D. 1876

which said note reads
in the words and figures
following, to wit:-

"Chicago Ill. August 17 1876
\$8000

"On or before the first day
"of May 1876 for value received
"the undersigned promise to pay
"to C. D. McCormick & Bro or
"order at their office in the
"City of Chicago, Illinois Eighty
"thousand dollars with interest at ten
"per cent per annum from date
"until paid; but if paid before
"maturity with interest at ten
"per cent per annum payable
"annually. It is also stipulated
"that should the collection of
"this note be enforced by law
"a reasonable amount shall
"be allowed the holder as Attorney
"fees

Andreas J. Bingham
"Care of Office, Racine
"Carver County

"Witness Andreas J. Bingham

And the Complaint of the
"Plaintiffs of certain facts are
"shown. That said plaintiff

are now the owners and
holders of said note, that
the same was long since
due and that no part
of the same has been paid
through payment has if it
been required, that by
reason of the commencement
of this action said Plaintiff
has been compelled to
employ an attorney to
commence and prosecute
the same to judgment and
have necessarily thereby
been compelled to pay for
said services said attorney
the sum of twenty five dollars
to enforce the collection of
said note, which was done
in pursuance of the stipulation
of said note.

Wherefore the Plaintiff
demands judgment against
said defendant for the
sum of Eighty dollars with
interest at ten per cent
per annum from the 1st
day of August A.D. 1873 and

for the sum of twenty five
dollars as attorney fees
therein besides the costs of
this action

4. Dated Chicago }
November 20, 1879 } Frank Warner
attorney at law
Chicago
Ill

State of Minnesota }
County of Cass } ss

Frank Warner
being first duly sworn
deposes and says that he
is attorney for the plaintiffs
in the above entitled action
that ^{the facts} set forth in the foregoing
complaint are true & his
own knowledge except as to
those matters therein stated
upon information or belief
and as to those matters
he believes it to be true

The proceeds of this deposit
knowably ~~are~~ that said note was
delivered to this defendant
by said plaintiffs and the

5. Facts stated to him & said
Allegations as set forth in
the foregoing Complaint -
That the reason why this
petition is not ^{made} by said
plaintiffs but by this defendant,
is, said plaintiffs are
absent from and not
residents of the County of
Crown

Given to and by
Subscribed before } Frank W. W. W.
On this 20th day
of November 1879 }

A. P. Peterson
Notary Public

District Court
of the District
of Columbia

L. B. Nicholson
Bro

Andrew J. Blington

Compliments

Filed November 2nd 1894
Clerk of the Court
Chas R.

26

Frank W. Wynn
att'y for Plaintiff

No. 1263 Promissory Note

DISTRICT COURT,
CARVER COUNTY, MINN.

E. Holmes, A. S. Anderson & John Sundine
Holmes, Anderson & Sundine
Plaintiff.

VS.

Bengt Carlson
Defendant.

Frank Warner
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry November 21st, 1879

Register of Actions "A" Page 25

Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$ 117.38

Date of Judgment December 15th, 1879

Minute Book "A" Page 584

Default Judgment Book Page

Date of Docketing December 15th, 1879

Judgment Book Page 228

State of Minnesota
District Court
County of Carver,

Holmes Anderson & Sundine

^{vs}
Bengt Carlson,

Judgment Roll.

Judgment \$108.13
Costs 4 9.25

Total \$117.38

Filed, Dec 15th 1899.
Georg Meyenbruch
Clerk.

TS

Grand Juror Atty for Def
L. M. Munn

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

Snock Holmes, A. G. Anderson
and John Sundine, Partners as
Holmes Anderson and Sundine
against
Bengt Carlsson.

The summons in the within
entitled action having been personally served upon
the defendant herein on the 20th day of November AD
1879, and the complaint duly filed with the Clerk
of this Court and it appearing by the affidavit of
the Attorney for said plaintiffs, 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 said plaintiffs Attorney in
said action.

Now therefore, on motion of Frank
Werner Attorney for said plaintiffs, It is hereby
adjudged and determined that said plaintiffs
recover of said defendant the sum of one hundred
eight dollars and thirteen cents, Principal and interest
as claimed by said summons and complaint, together
with the sum of nine dollars and twenty five cents
costs and disbursements taxed in said action, the

Whole amounting to the sum of One hundred and
seventeen dollars and thirty eight cents, and that
said Plaintiff's Counsel be awarded costs thereof.

Judgment Principal	\$ 98.98
Interest	10.15
	\$ 109.13

<u>Costs</u>	Statute Costs	\$ 5.00
	Service of summons	1.40
	Deeds & fees	2.55
	Total	\$ 8.95
	Total	\$ 118.08

Dated December 15th A.D. 1879.
By the Court,

J. H. Weyenbuhl
Clerk,

Dist Court
Geo Dietrich
"

Arthur Andrew Auer
Landine
Jr

Bengt Carlson
"

afz Geo Anders

John A. 1852-1879
Gehringenthal
Udler

Frank Warner
atty for Platt
Carson
Min

State of Minnesota
County of Carver
District Court,
8th Judicial District

E. Holme, A. Y. Andersson
And John Sandine Partners
vs Holme, Andersson & Sandine
a. a. l. -
Bengt Carlsson

Plaintiffs.
Defendant -

Carver County 3, \$8
Frank Warner being
first duly sworn deposes
and says that he is
attorney for the plaintiffs in
the above entitled action
and has been acting as
such attorney since the
commencement thereof, that
no copy of an answer to
the complaint in said action
has been served upon
this deponent neither has
said defendant appeared
in said action in person
or by any attorney therein

Done to these subscribers
before me this 15th day of
December 1879
G. Wraymehl, Clerk Dist Court Carver County

Frank Warner

State of Minnesota
County of Carver
District Court
Judicial District

E. Henry A. J. Anderson
By John Sandline
Partner as J. H. Mues
Anderson by Sandline } Plaintiff
vs
Bengt Karlson } Defendant

The State of Minnesota
To the above named Defendant
You are hereby
Summoned and required
to answer the Complaint in
the above entitled action
which has been filed in
the office of the Clerk of the
District Court at Shakopee
in said County and to
serve a copy of your
said answer on the
subscriber at his office
in Carver in said County
within twenty days after
the service of this summons
on you exclusive of the day

Such Service and if he
 fail to answer the Plaintiff
 within the time aforesaid the
 Plaintiff in his action will
 take judgment against you
 for the sum of fifty four
 and 34/100 dollars with interest
 at 12 per Cent per annum
 from the 2^d day of January
 1876 and for the sum of
 twenty four and 34/100 dollars
 with interest at 12 per Cent
 per annum from the 5th day
 of October 1878 besides the costs
 of this action

Dated November 20th 1879

Frank Warner
 atty for Plaintiff
 Carver
 Maine

District Court
 Geo. D. [unclear]

John, [unclear]
 [unclear]

Benjamin
 [unclear]

Summons

John W. [unclear] 1879,
 Esq. [unclear]
 [unclear]
 75-

Frank Warner
 atty for Plaintiff
 Carver
 Maine

~~State of Minnesota~~
~~County of Carver~~ ~~vs~~ ~~vs~~ P. A. Mortenson
being first duly sworn deposes
and says that on the 20th
day of November A.D. 1879 in the
County of Carver State of Minnesota
he personally served the within
summons on the within named
Bengt Carlsson, defendant, by reading
the same to him and by delivering
to him a true copy thereof
and that this deponent knows
the said Bengt Carlsson to be
identical person represented
as the defendant therein

Sworn to and subscribed before me
on this 13th day of
December A.D. 1879

Frank Warner
Justice of the Peace

Subscribed 15-

Copy 15-

14.00
1.75
15.75

Distrial Court
8th & 10th District

Wm. Anderson
Att. Sundin

Re
Bengt Carlson

Complainant

Filed November 21st 1899
J. Krausentuhl
- 25 - Clerk.

Frank Warner
att. for Pltffs
Jury

I don't care to say that he
 is one of the Plaintiffs in
 the foregoing Entitled action
 that the facts set forth
 in the foregoing Complaint
 are true of his own knowledge
 except as to those matters
 given there upon information
 or belief and as to those
 matters he believes it to be
 true

A. G. Anderson

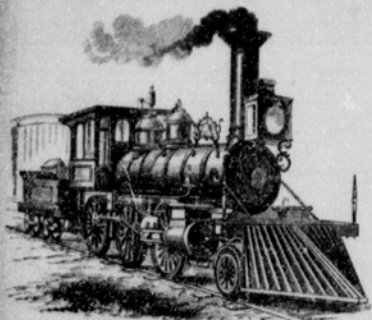
Subscribed and sworn to
 before me this 20th day
 of November 1879

Frank Warner
 Justice of the Peace

to
 NE.
 Vars.
 paid.

8
 to
 NE.
 is,
 paid.

\$54 $\frac{32}{100}$



No. 97

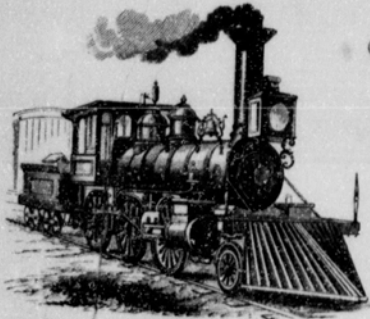
Carver, Minn. Jan 2⁵ 1876
Seven Mo after date I promise to pay
the order of **HOLMES, ANDERSON & SUNDE**
Fifty Four $\frac{32}{100}$ Dollars
at their office in Carver.

With Interest from date at the rate of 12 per cent. per annum until

Value Received,

Burg Carlsson

\$24 $\frac{66}{100}$



No. 297

Carver, Minn. Oct 5 1874

Two Months after date I promise to pay
the order of **HOLMES, ANDERSON & SUNDI**
Twenty four $\frac{66}{100}$ Dollars
at their office in Carver.

With Interest from date at the rate of 12 per cent. per annum until

Value Received,

Bengt Carls son

1128.3/100

Gold Rec. 155a 21879
G. Krayenbuhl
Adm R,

25.



July Dec 15th 1879.
G. H. H. H. H. H.
U. S. R.

25

486/4

1st State of Minnesota
County of Carver
District Court
Southern District

E. D. May & S. L. Johnson
vs John Sundin
Partners & Partners
Plaintiffs
vs
Agat
Engt Carlsson } Defendants

The complaint of
the plaintiffs respectfully
states and shews to this Court
that on the 22 day of
January 1879 the above
named defendant (Masli
Executive) send delivered
to these plaintiffs his certain
promissory note in writing
by the terms of which said
defendant promised and
agreed to ^{to pay} send plaintiffs
within the sum of Fifty Four
and 89/100 dollars at their
Office in Carver, with
interest from date at the
rate of Twelve and five Cent

per annum until, I am
which said note reads in
the words and figures
following, to wit:

"\$54.32" "Carroll & Co. Cash
Seven (7) days after date I
promise to pay to the order
of J. Holmes, Anderson & Lundine
Fifty Four 32/100 dollars at their
office at Carrow. With interest
from date at the rate of
12 per cent per annum until
paid. Value received

Engl Carlson

3. No 97.

And the Complaint of the
Plaintiffs further states and
shows that they are now
the owners and holders of
said note, that the same
is long since due and
that no part of the same
has been paid though
payment has been
requested.

And the Complaint
of the Plaintiffs further states
and shows for a second

Cause of action against
said defendant, that -
on the 5th day of October
1878 the defendant at one
James W. McClellan
and delivered his certain
the promissory note
plaintiffs in the sum of
Twenty four and 00/100 dollars
payable in two months from
the date thereof with interest
at 12 per cent per annum
until paid which said
note reads in the words
and figures following: To wit:
"I, James W. McClellan, do hereby
promise to pay to the order
of James W. McClellan & Son
Twenty four and 00/100 dollars at
their Office in Carson, with
interest from date at the rate
of 12 per cent per annum until
paid. Value received.
\$24.00. Signed James W. McClellan

And the Complaint
of the plaintiffs further states
and shows that they are

1. Read the docket and holds
& price rate, that the same
has long since due and
that no part of the same
has been paid though
payment has often been
requested - Wherefore the
Plaintiff demands judgment
against said defendant
for the sum of fifty four
and 3/4 dollars with interest
at 12 per cent per annum
from the 2nd day of January
1879 and for the sum of
twenty four and 3/4 dollars
with interest at 12 per
cent per annum from the
5th day of ~~October~~ 1878 besides
the costs of this action

1. Dated November 20th 1879 } Frank Warner
X } atty for Pltff
Carroll

State of Minnesota }
County of Carroll } ss
A. G. Anderson
being first duly sworn

From story

Note

No. 1264

DISTRICT COURT,
CARVER COUNTY, MINN.

E. Holmes & J. Anderson & John Lundin
partners as
Holmes, Anderson & Lundin
Plaintiff.

vs.

A. P. Anderson
Defendant.

Frank Warner
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry November 21st 1879

Register of Actions "A" Page 23

Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$260.25

Date of Judgment December 15th, 1879

Judgment Book "A" Page 585

Default Judgment Book Page

Date of Docketing December 15th, 1879

Judgment Book "A" Page 300

1881

State of Minnesota
County of Carver
District Court
The Judicial District

P. B. Jones & S. J. Anderson
vs. John Landine
Petitioners as Debtors } Plaintiffs
Anderson & Landine }
vs. }
S. P. Anderson } Defendant

The Complaint of the
Plaintiffs, respectfully shew
and show to this Court
that on the 12th day of January
A.D. 1876 the defendant above
named made Executions and
delivered to the Plaintiffs
above named his certain
promissory note in writing
in the sum of which said
defendant promised and
covenanted ^{to pay} said Plaintiffs or
to their order the sum of
one hundred and twenty
three and 10/100 dollars in
two months after the date

thousand with interest at
2 1/2 per cent per annum
until paid which said
note reads on the back
and agrees following to
wit: "I, "Carrington & Co., 1876

\$123.75

"Do: After date I
promise to pay to the order
of Holmes, Anderson & Company
One Hundred & Twenty Three 75
"dollars at their office in
"Carrington, with interest from
"date at the rate of 2 1/2 per
"cent per annum until paid
3 "value received
Witness J. G. A. A. P. Anderson
1876 Mark H. Hyl

And the Complainant
the Plaintiff further states
and shows, that said
Plaintiffs are not the owners
and holder of said note
that the same was long
since due and that no
part of the same has been
paid though payment has
often been requested

Under the Complaint of the
Plaintiffs for a second Cause
of action against said de-
fendant States and shows
to this Court, that on the
23^d day of November A.D.
1878 the defendant above
named, made, executed and
delivered to the above named
plaintiffs, his certain other
promissory note, for the sum
of Sixty Eight and 75/100 dollars
with interest at the rate
of 10 per cent per annum
until paid - which said
note reads in the words
and figures following
to wit: "Carver Nov 20th 1878

"768.75/100

"Five months after date
"I promise to pay to the order
"of Holmes, Anderson & Lincoln
"Sixty Eight and 75/100 Dollars
"at Carver with interest
"until received with interest
"before and after maturity
"at the rate of Ten per
"cent per annum until paid

Witness my hand

"C. G. Anderson

A. P. Anderson

Notary

5 and the Complaint of the
Plaintiffs further state and
shows, that they are and
the owners and holders of
said note, that the same
was long since due, and
that no part of the same
has been paid except the
sum of eight dollars paid
on the 8th day of February
A.D. 1879

Wherefore the Plaintiffs
demand Judgment against
said Defendant for the
sum of one hundred and
twenty three and 7/100 dollars
with interest at 12 per cent
per annum from the 12th
day of February A.D. 1878
and for the sum of eight
and 7/100 dollars with
interest at 12 per cent per
annum from the 23^d day
of November A.D. 1878 up to
the sum of eight dollars paid on
said note as aforesaid and
the costs of this action

Dated at New York 20th 1879

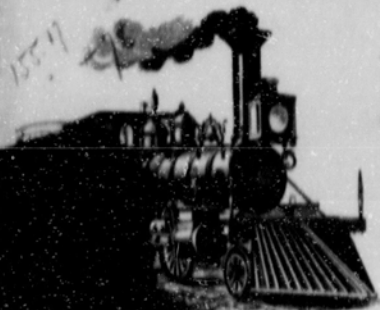
Frank Warner
att'y for Pltfs
Carrington
Carrington

79
y 8 Red \$8.⁰⁰

Julius, Dec 15th 1879.
A. Krausenthal
Delin.

+ 6' 8 9
—
22.5
+ 6' 9 6

\$123 ⁷⁰/₁₀₀



resd
10.62

Carver, Minn. Feby 12- 1876

Two Mos after date I promise to pay to
the order of **HOLMES, ANDERSON & SUNDINE,**
One Hundred & Twenty Three ⁷⁰/₁₀₀ Dollars,
at their office in Carver.

With Interest from date at the rate of 12 per cent. per annum until paid.

Value Received,

A. P. + Anderson
H. Moon 10/12/76

917

Filed here 15 Dec 1899.
G. W. Weyenbuck
Clerk

of the *Whimsett*
County of Carson & B.

being first duly sworn
deposes and says that he
is one of the plaintiffs in
the foregoing *Ex parte* action
that the facts set forth in
the foregoing Complaint are
true & his own knowledge

He has kept a *Book* of matters
in *the* *State* of *the* *Union*
being and as to those
matters he believes it to be
true

Sworn to and signed } A. G. Anderson
Subscribed before }
on this 20th day of }
November A.D. 1879 }
Frank W. Arms }
Justice of the Peace }



Dist Court
x two districts
" "

Admrs. Anderson
and Sundin

W
J. P. Anderson
" "

Corn Klamm

Filed November 11th 1899
J. W. Wenzel
Clerk,
93

Frank Warner
att'y for Paddy
Carver

State of Minnesota
County of Carver } SS

P. A. Mortensen

Being first duly sworn depose
and say, that on the 21st
day of November A.D. 1879 in
the County of Carver State
of Minnesota he personally
served the within summons
on the within named H.
Andersson by reading the same
to him and by delivering
to him a true copy thereof.
And that this document bears
the name H. A. Mortensen and is
the identical paper, signature
as the document herein

shown to said H. A. Mortensen
Subscribed before me
on this 13th day
of December 1879

Frank Morris
Justice of the Peace

per Service 15-

City 15-

2d mile 200

\$ 2.30

State of Minnesota
County of Carver
District Court
Judicial Dist-

Summons

E. Holmes, A. G. Andrews
vs. John Franklin, Partner
of James, Andrews and
Franklin, agent

Plaintiffs

A. R. Andrews

Defendant

The State of Minnesota,
To the above named Defendant
You are hereby
summoned and required
to answer the Complaint in
the above entitled action which
has been filed in the office
of the Clerk of the District Court
at Chaska in said County
and to serve a copy of your
said answer on the subscriber
at his office at Carver in
said County within twenty
days after the service of
this summons on you
exclusive of the day of such
service and if you fail

To Answer the Complaint
 within the time aforesaid
 the plaintiff in this action
 will take judgment against
 you for the sum of one
 hundred and twenty three
 and 70/100 dollars with interest
 at 12 per cent per annum
 from the 15th day of February
 A.D. 1876 and for the sum
 of sixty eight and 70/100
 dollars with interest at
 12 per cent per annum from
 the 23^d day of November A.D.
 1878 up to the sum of eight dollars
 paid in said sum besides
 the costs of this action

Dated Curzon
 November 20th 1879 } Frank Warner
 atty for Pltff
 Curzon
 Minn

District Court
 St. Paul District

James, Anderson
 and Daniels

vs
 H. P. Anderson

Summons

- filed Dec 15th 1879,
 Espenlaub

Blank
 48

Frank W. Warner
 atty for Pltff
 Curzon

State of Minnesota
County of Carver
District Court
Jesse Judicial District

E. Holmes R. G. Anderson
vs John Sundine
Partners as

James Anderson & Sundine

Ag't
A. P. Anderson

Plaintiffs

Defendant

Carver County, ss

Frank Warner being
first duly sworn deposes
and says that he is attorney
for the plaintiffs in the above
entitled action and has
been acting as such attorney
since the commencement
thereof. That no copy of
answer to the complaint
in said action has been
served upon this deponent
neither has said defendant
appeared in said action in
person or by any attorney
therein Frank Warner

Sworn to and subscribed
before me this 15th day of

December AD 1879
G. Wray intubul
John District Court
Commencement

District Court
8th District
—

Volney Anderson
and Caroline

vs

D. O. Anderson

att. Geo. W. Anderson

Filed Dec 16th 1879
G. Wray intubul
John

W. B.

Frank W. Warner
att. for Plaintiff
Carroll

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

Smith, Holmes, H. G. Anderson
and John Sundine, partners as
Holmes, Anderson, and Sundine

Plaintiffs
vs.
A. P. Anderson,

The summons in the within
entitled action having been personally served
upon the defendant herein on the 20th day of
November, A.D. 1899, and the complaint duly filed
with the clerk of this Court, and it appearing
by the affidavit of the attorney for said plaintiffs,
in file, that more than twenty days have elapsed
since the day of said service and that in answer
or demurrer or copy of either has been received
by said plaintiffs attorney, in said action.

Now therefore upon motion of Frank
Warner attorney for said plaintiffs, it is hereby
adjudged and determined, that said plaintiffs
recover of said defendant, the sum of Two hundred
fifty dollars and forty cents, Principal and interest
as claimed by said summons and complaint, together
with nine dollars and eighty four cents, costs and

disbursements made in said action, the whole
amounting to the sum of Two hundred and Sixty
dollars and Twenty five cents, And that said
plaintiffs have their lawful costs therefor,

Judgment Principal \$ 184.40
" Interest " 66.00

\$ 250.40

Costs, Statute Costs \$ 5.00
Fees of Appraisers " 2.30
Deliveries " 2.55 " 9.85

Total \$ 260.25

Dated December 18th 1879.

By the Court:

G. W. Venable
Clerk,

State of Minnesota
District Court
County of Carver,

Holmes, Anderson & Sundine
vs.
O. P. Anderson.

Judgment Roll.

Judgment \$ 250.44
Costs " 9.85

Total \$ 260.29.

Given Rec 18th & 20th 1899.
Gestrayenbuhl Clerk.

VB,

Grand Juror, Atty Gen & Jps
Carver, Minn