



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

Copyright Notice:

This material may be protected by copyright law (U.S. Code, Title 17). Researchers are liable for any infringement. For more information, visit www.mnhs.org/copyright.

340/

Otto Eckel Sr.

Therapsid

Illegible
(Light Ink)

Criminal Complaint

State of Minnesota, }
County of Carver. } ss

Theodore Sons, being first duly sworn and examined on oath makes complaint and says, that Otto Eckl, Sr., Otto Eckl, Jr., Joseph Eckl and John Urman did, on the third day of May, 1914, at the Town of Hancock in said County and State, under circumstances not amounting to assault in the first degree, commit the crime of assault in the second degree, committed as follows: The said Otto Eckl, Sr., Otto Eckl, Jr., Joseph Eckl and John Urman, on said third day of May, 1914, at said Town of Hancock, then and there being, did wilfully, wrongfully, unlawfully and feloniously while in the immediate presence of said Theodore Sons, Phillip Sons and Joseph Neubauer, make an assault on said Theodore Sons, Phillip Sons and Joseph Neubauer, and did then and there wilfully, wrongfully, unlawfully and feloniously strike beat, bruise and ill-treat the said Theodore Sons, Phillip Sons and Joseph Neubauer with wooden clubs and other sharp instruments, a more particular description of said wooden clubs and said other sharp instruments being to this complainant unknown, which said wooden clubs and other sharp instruments being then and there weapons likely to produce grievous bodily harm, contrary to the form of the statute in such case made and provided and against the peace and dignity of the state of Minnesota, and prays that the said Otto Eckl, Sr., Otto Eckl, Jr., Joseph Eckl and John Urman may be arrested and dealt with according to law.

Theodore Sons

Subscribed and sworn to before me this 6th day of May, 1914.

Albert C. Hauke
Justice of the Peace

//

//
State of Minnesota
County of Carver

State of Minnesota

-VS-

Otto Eckel Ser et al

Criminal Complaint

Filed this 6th day of

May 1914

Albert C. Klauske
Justice of the Peace

Illegible
(Light Ink)

Criminal Warrant

State of Minnesota, }
County of Carver. } ss

THE STATE OF MINNESOTA, To the Sheriff or any Constable of said County:

Whereas Theodore Sons has this day complained in writing to me, on oath, that on the third day of May, 1914, at the Town of Hancock, in said County, Otto Eckl, Sr., Otto Eckl, Jr., Joseph Eckl and John Urman did, under circumstances not amounting to assault in the first degree, commit the crime of assault in the second degree, committed as follows: The said Otto Eckl, Sr., Otto Eckl, Jr. Joseph Eckl and John Urman, on said third day of May, 1914, at said Town of Hancock, then and there being, did wilfully, wrongfully, unlawfully and feloniously while in the immediate presence of said Theodore Sons, Phillip Sons and Joseph Neubauer, make an assault on said Theodore Sons, Phillip Sons and Joseph Neubauer, and did then and there wilfully, wrongfully, unlawfully and feloniously strike, beat, bruise and ill-treat the said Theodore Sons, Phillip Sons and Joseph Neubauer with wooden clubs and other sharp instruments a more particular description of said wooden clubs and other sharp instruments being to this complainant unknown, which said wooden clubs and other sharp instruments being then and there weapons likely to produce grievous bodily harm, contrary to the form of the statute in such case made and provided and against the peace and dignity of the state of Minnesota, and prayed that the said Otto Eckl, Sr., Otto Eckl, Jr., Joseph Eckl and John Urman might be arrested and dealt with according to law.

Now, Therefore, you are hereby commanded to forthwith apprehend the said Otto Eckl, Sr., Otto Eckl, Jr., Joseph Eckl and John Urman and bring them before me to be dealt with according to law,

Given under my hand and dated this 6th day of May, A. D. 1914.

Albert C. Klauke
Justice of the Peace.

27

2
State of Minnesota
County of Carver

State of Minnesota
- vs -
Otto Ecker et al

Criminal Warrant

Returned and
filed this 6th
day of May, 1914

Albus C. Klauke
Justice of the Peace

State of Minn }
Co. of Carver }

Sec. Service
Fees
Mileage
\$ 1.50
\$.20
\$.75

I hereby certify and return this by virtue
of the foregoing Warrant I have apprehended
the within named Defendants and
have them in custody and in custody
with the expiration of the term of imprisonment.

Henry H. Clevinger
Constable

State of Minnesota,

County of Cannon

ss.

We, Otto Eckel, Sr. Otto Eckel, Jr. and Joseph Eckel as principals and Geoffrey Piper and Christa Effert as sureties, acknowledge ourselves to owe and be indebted unto the State of Minnesota in the sum of Two Thousand and no/100 Dollars, to be levied of our several goods and chattels, lands and tenements, to the use of said State, if default be made in the condition following, to-wit:

The condition of this Recognizance is such, that whereas the said Otto Eckel, Sr. Otto Eckel, Jr. and Joseph Eckel have been arrested and brought before Abel C. Klauers, a Justice of the Peace in and for said county, charged with having on the 3rd day of May, 1914, under circumstances not amounting to an assault in the First Degree, committed an assault in the Second Degree upon the person of Theodore Sons and Joseph Sons therein, by then and there being, wilfully, wrongfully, unlawfully and feloniously while in the presence of Theodore Sons, Philip Sons and Joseph Neibauer, do then and there wilfully, wrongfully, unlawfully and feloniously strike beat bruise and ill-treat the said Theodore Sons, Philip Sons and Joseph Sons with wooden clubs and other sharp instruments, a more particular description of said wooden clubs and other sharp instruments being to the complainant unknown, and which said wooden clubs and other sharp instruments being then and there weapon likely to produce grievous bodily harm, and contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Minn.: and whereas the said Otto Eckel, Sr. Otto Eckel, Jr. and Joseph Eckel expressly waive all preliminary arraignment on said charge and willfully bound over to await the action of the Grand Jury in for said county as the best and only way of disposing of the same and for saving of time.

Now, if the said Otto Eckel, Sr. Otto Eckel, Jr. and Joseph Eckel shall personally be and appear before the next Court on the first day of the next General Term to be held in and for said county of Cannon

and shall not depart thence without leave duly granted, then this Recognizance shall be void; otherwise to remain in full force.

Subscribed and sworn to before me,

this 6th day of May 1914

Abel C. Klauers
Justice of the Peace

Otto Eckel, Sr.
Otto Eckel, Jr.
Joseph Eckel
Geoffrey Piper
Christa Effert

State of Minnesota,

County of

Cannon

ss.

On this

15th

day of

May

A. D. 1914, before me, a

Justice of the Peace

within and for said County, personally appeared

Otto Carl, Jr., Otto Carl, Jr., Joseph Carl, Gustav Papp and Christ Effert

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

State of Minnesota,

County of

Cannon

ss.

Albert L. Klauke
Justice of the Peace, Cannon Co.
Minnesota

Gustav Papp and Christ Effert

being duly sworn, say, each for himself, that he is one of the sureties within named; that he is a resident and freeholder of the State of Minnesota, and worth the amount for which he justifies herein, below stated, above his debts and liabilities, and exclusive of his property exempt from execution.

Subscribed and sworn to before me this

15th day of May 1914

Albert L. Klauke
Justice of the Peace, Cannon Co.
Minnesota

Gustav Papp

Amount of Justification, \$ 2000.00

Christ Effert

Amount of Justification, \$ 2000.00

Amount of Justification, \$

IN JUSTICE'S COURT

County of

THE STATE OF MINNESOTA

— AGAINST —

Otto Carl, Jr.
Otto Carl, Jr. and
Joseph Carl

RECOGNIZANCE

GENERAL FORM

I hereby approve the within Recogni-

zance and the sureties therein contained

this 15th day of May 1914

Albert L. Klauke
Justice of the Peace

The within Recognizance filed this 15th

day of May 1914

Albert L. Klauke
Justice of the Peace

Illegible
(Light Ink)

State of Minnesota,

County of Carver.

ss.

We, Theodore Sons, Phillip Sons and Joseph Neubauer as principal, and Thomas Sons and Paul Sons as sureties, acknowledge ourselves to owe and be indebted unto the State of Minnesota in the sum of One Thousand & No/100 Dollars, to be levied of our several goods and chattels, lands and tenements, to the use of said State, if default be made in the condition following, to-wit:

The condition of this Recognizance is such, that whereas ~~the~~ said One Otto Eckl, Sr., Otto Eckl, Jr., Joseph Eckl and John Urman were duly arrested by virtue of a warrant issued by Albert C. Klancke, one of the Justices of the Peace in and for said Carver County, on the complaint of said Theodore Sons, in which complaint and warrant the said Otto Eckl, Sr., Otto Eckl, Jr., Joseph Eckl and John Urman were charged with the commission of the crime of assault in the second degree as appears more fully in the complaint and warrant, and whereas the said Otto Eckl, Sr., Otto Eckl, Jr., Joseph Eckl and John Urman were bound over by said Justice of the Peace to await the action of the Grand Jury which convenes at Chaska, Carver County, Minnesota, on the 12th day of October, 1914, and the said Otto Eckl, Sr., Otto Eckl, Jr., Joseph Eckl and John Urman having entered into a Recognizance to appear before said Grand Jury and to abide the order of the District Court in and for said County

Now, if the said Theodore Sons, Phillip Sons and Joseph Neubauer shall personally be and appear before said Grand Jury on said 12th day of October, 1914, at 11 o'clock in the fore-noon of said day and shall be ready to testify before said Grand Jury in said matter if called upon to testify in said matter

and shall not depart thence without leave duly granted, then this Recognizance shall be void; otherwise to remain in full force.

Subscribed and sworn to before me,

this 6th day of May 1914

Albert C. Klancke
Justice of the Peace

Theodore Sons
Phillip Sons
Joe Neubauer
Thomas Sons
Paul Sons

State of Minnesota,

County of Carver.

ss.

On this 6th day of May A. D. 1914 before me, a Justice of the Peace within and for said County, personally appeared Theodore Sons, Phillip Sons, Joseph Neubauer, Thomas Sone and Paul Sons

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Albert C. Klaucke

Justice of the Peace Carver Co., Minn.

State of Minnesota,

County of Carver.

ss.

Thomas Sons and Paul Sons,

being duly sworn, say, each for himself, that he is one of the sureties within named; that he is a resident and freeholder of the State of Minnesota, and worth the amount for which he justifies herein, below stated, above his debts and liabilities, and exclusive of his property exempt from execution.

Subscribed and sworn to before me this

6th day of May 1914

Albert C. Klaucke

Justice of the Peace,
Carver County, Minnesota.

Thomas Sons

Amount of Justification, \$ 1000.00

Paul Sons

Amount of Justification, \$ 1000.00

Amount of Justification, \$

IN JUSTICE'S COURT

County of

THE STATE OF MINNESOTA

AGAINST

Otto E. E. A.

Otto E. E. Jr.

Joseph E. E. and

John Union

RECOGNIZANCE

GENERAL FORM

I hereby approve the within Recogni-

zance and the sureties therein contained

this 6th day of May 1914

Albert C. Klaucke

Justice of the Peace

The within Recognizance filed this

day of 19

Justice of the Peace

39-00

Illegible
(Light Ink)

service. Warrant returned by Constable Heinen with his certificate thereon that by virtue of the within warrant he had arrested Otto Eckl, Sr., Otto Eckl, Jr., and Joseph Eckl. Warrant filed. Officer's, fees \$.95.

Defendants present in court in person.

John J. Fahey, Esq., Co. Attorney, appeared as counsel for the State.

Defendants waive preliminary hearing on charge as contained in complaint and warrant.

Defendants required to enter into Recognizance in the sum of Two Thousand Dollars for their appearance at the next General Term of the District Court in and for said County. Recognizance in the sum of Two Thousand Dollars, with Otto Eckl, Sr., Otto Eckl, Jr., and Joseph Eckl as principals and Gottlieb Pieper and Christ Effertz as sureties in the sum of \$2000 tendered, approved and filed.

On motion of John J. Fahey, Esq., Theo. Sons, Philip Sons, and Joseph Neubauer required to enter into a Recognizance in the sum of Two Thousand Dollars to appear before the Grand Jury, of said county, convening Oct. 12th, 1914, and there testify before said Grand Jury if called. Recognizance in the sum of Two Thousand Dollars with Theo. Sons, Philip Sons and Joseph Neubauer as principals and Thos. Sons and Paul Sons as sureties, tendered, approved and filed. Defendants discharged from custody.

Dated May 6th, 1914.

Albert C. Klancke,

Justice of the Peace.

Carver County, Minn.

Justice's Fees.

Administering oath to Complainant,	\$.15
Certifying oath to Complaint	15
Issuing Warrant.	25
Approving two Recognizances	50
Certifying oaths to Recognizances	60
Drawing Recognizance, 2 folios,	30
Justification of Sureties,	60
Entering Appearance of State	20
" " Defendants	20
Entering 1 motion	15
Entering 5 folios, Docket Entries	75
Taxing cost in case	15
Filing 4 papers in case	20
Certifying case to Dist. Court.	25

\$4. 25

Officer's Fees.

Serving Warrant	
on 3 Defendants	\$.75
Mileage, 2 miles	20
	<u>\$.95</u>

Recapitulation.

Justice's Fees.	4.25
Officer's Fees.	95
	<u>\$5.20</u>

State of Minnesota,)
County of Carver.) SS

I hereby certify that I have compared the foregoing with the original entries in my docket, and that the same is ~~##~~ a full and correct transcript therefrom, and of all the proceedings had before me in said action; that the complaint and warrant, and all Recognizances taken by me, together with all process and other papers relating to the action, and filed with me, or had before me therein, are herewith returned and attached, and numbered from One to Four, inclusive, and that, together with the foregoing transcript, they contain a full, correct and complete statement of all the proceedings had before me in said action.

Given under my hand and dated this 7th day of May, 1914.

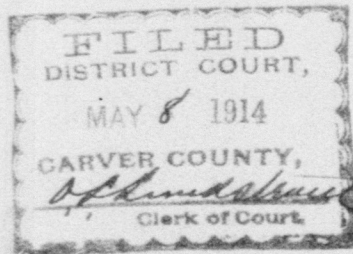
Albert H. Hancock
Justice of the Peace,
Carver County, Minn.

County of Carver.
 State of Minnesota.

I, the undersigned, Clerk of the District Court of Carver County, Minnesota, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same appears from the records of the said Court.

Witness my hand and seal of office this 1st day of May, 1914.

Seal of Court.
 Office of the Clerk.



3402-157
No. 157

DISTRICT COURT,

Carver County, Minnesota

Luther Electric Supply
Plaintiff

vs.

Reverend Father Munroe
Defendant

Killip & Killip
Plaintiff's Attorney

H. C. Odell
Defendant's Attorney

Date of Entry May 18 1914

Register of Actions, F Page 138

Term Tried 191

Judgment for

Amount of Judgment, \$

Date of Judgment 191

Judgment Book Page

Default Judgment Book Page

Date of Docketing 191

Illegible
(Light Ink)

STATE OF MINNESOTA,
COUNTY OF CARVER, SS.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

LETHERT ELECTRIC COMPANY,

Plaintiff,

-vs-

GERMAIN HEINRICHS, sued as and
under the name of REVEREND FATHER
GERMAIN,

Defendant.

STIPULATION
for
DISMISSAL.

IT IS HEREBY STIPULATED by and between the parties
hereto, through their respective attorneys, that the above entitled
action be, and the same is, hereby dismissed, without costs to either
party.

Dated, at St. Paul, Minnesota, this twenty-eighth (28) day
of July, A. D. 1914.

Willis and Cahill
Attorneys for Plaintiff.

W. B. M. & Co.
Attorneys for Defendant.

187

STATE OF MINNESOTA,
COUNTY OF CARVER, SS.
DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

.....

LETHERT ELECTRIC COMPANY

-VS-

GERMAIN HEINRICHS.

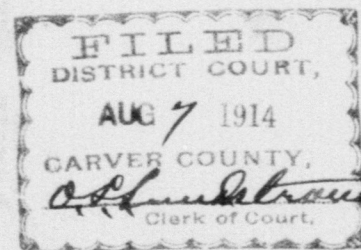
.....

S T I P U L A T I O N

f o r

D I S M I S S A L.

.....



E188

STATE OF MINNESOTA,
COUNTY OF CARVER, SS.
VENUE CHANGED FROM RAMSEY COUNTY.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

LETHERT ELECTRIC COMPANY,
a corporation,
Plaintiff,

-vs-

GERMAIN HEINRICH, sued as
and under the name of,
Reverend Father Germain,
Defendant.

AMENDED COMPLAINT.

The Plaintiff in the above entitled action by this,
its Amended Complaint, respectfully alleges;

FIRST: That the Plaintiff is a private corporation, duly
organized and existing under the laws of the State of Minnesota;
and is, and at all the dates and periods hereinafter mentioned
was, engaged in manufacturing ~~and installing~~ material and appli-
ances for furnishing electric light and for giving signals and
for other mechanical purposes and installing the same at the
request of purchasers and others.

SECOND: Plaintiff alleges that at some time in the year
1912, the Defendant applied unto the Plaintiff to sell and de-
liver unto the defendant and to install for him at a certain place
in the Village of ^{Chaska} ~~Carver~~, in the County of Carver, in the State of
Minnesota, certain electrical supplies and appliances, to-wit,
two (2) chandeliers to be illuminated with electric light and to
perform all of the necessary services and to furnish all of the
necessary materials in and about the installment thereof; and

1
2
3 the Plaintiff and said Defendant, then and there, agreed upon
4 the nature and kind of such material and the nature and kind
5 of the services necessary for installing the same and the necess-
6 ary and proper auxiliary materials to be used in connection with
7 such installment; and, then and there, agreed that said Plaintiff
8 should furnish said materials and install the said chandeliers
9 with all the appurtenances agreed upon by said parties, for the
10 sum of eighty (80) dollars, which said Defendant, then and there,
11 agreed to pay as soon as such installment was completed.
12

13 THIRD: Thereupon, the Plaintiff proceeded, in strict ac-
14 cordance with said contract, to deliver at the appointed place
15 in the Village of ^{Chaska} ~~Serve~~ aforesaid, the chattels for the purchase
16 of which said Defendant had contracted, as aforesaid, and placed
17 the same in position according to the said contract; and said
18 Defendant, during the progress of said work, and afterwards,
19 demanded and insisted that additional material be furnished by
20 the Plaintiff and added unto the said chandeliers and their
21 auxiliary appliances and the mechanism connected therewith. And
22 this Plaintiff, at the special instance and request of said De-
23 fendant, complied with said demand and furnished said additional
24 material; and, at like request, furnished additional and extra
25 labor in the installing of said chandeliers and auxiliary appli-
26 ances and said additional material and labor were justly and
27 reasonable worth the sum of One Hundred (100) Dollars.

28 This Plaintiff, from time to time, objected to the fur-
29 nishing of said extra material and the change in the plans of
30 installing the same which involved extra and additional work over
31 and above that specified in said original contract but yielded
32 to the wishes and desires of said defendant and made the said
33 chandeliers, in all respects, to conform with and to satisfy the
34 wishes of said Defendant.
35

2
3 FOURTH: Though often requested so to do, said Defendant
4 has not paid unto this Plaintiff any part of the sum of One
5 Hundred and eighty (180) dollars, save and except the sum of
6 One Hundred and twenty-three (123) dollars and fifty (50) cents,
7 paid ~~in various installments prior and~~ on the twenty-ninth (29)
8 day of January, A. D. 1913.

9
10 W H E R E F O R E, the Plaintiff demands judgment against
11 said Defendant for the sum of fifty-six (56) dollars and sixty-
12 nine (69) cents, with interest thereon from and since the twenty-
13 ninth (29) day of January, A. D. 1913, together with the costs
14 and disbursements herein.

15
16 *Killis and Cahill,*
17 Attorneys for Plaintiff,
Suite No. 314 Globe Building,
St. Paul, Minnesota.

18 STATE OF MINNESOTA,

19 COUNTY OF RAMSEY, SS.

20 JOSEPH A. LETHERT, of lawful age, being
21 first duly sworn, on oath deposes and says that he is an officer
22 of the corporation which is the Plaintiff named in the ^{Amended} Complaint
23 to which this affidavit is attached, to-wit, that he is President
24 and General Manager of such corporation. Deponent further says
25 that he has read the said ^{Amended} Complaint and knows the contents there-
26 of and that all the allegations therein contained are true of his
27 own knowledge, save and except such of the allegations as are
28 therein set forth upon his information and belief; and, as to such
29 allegations, that he believes the said plading to be true.

30 Further, Deponent saith not.

31
32 Subscribed and sworn to before
33 me this 1st day of April, A.D. 1914.

34 *Royce Cahill*

35 Notary Public, Ramsey County, Minnesota.
My Notarial Commission Will Expire February 3, 1920.

187
VENUE CHANGED FROM RAMSEY COUNTY.

STATE OF MINNESOTA,

CARVER
COUNTY OF ~~RAMSEY~~, SS.

DISTRICT COURT,

CITY OF SAINT PAUL.

LETHERT ELECTRIC COMPANY,

PLAINTIFF.

AGAINST

GERMAIN HEINRICHS,

DEFENDANT.

AMENDED COMPLAINT.

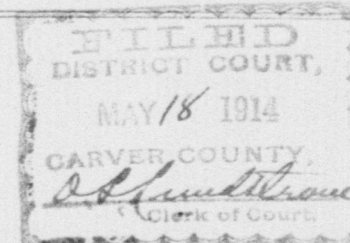
Due service of the within Amended Complaint
at CHASKA, Minnesota,
this 4th day of April, A.D. 1914,
is hereby admitted.

W. B. Russell
Attorney for Defendant.

WILLIS & CAHILL,

SUITE No. 314 GLOBE BUILDING,
ST. PAUL, MINN.

ATTORNEYS FOR Plaintiff.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

STATE OF MINNESOTA,
COUNTY OF CARVER, SS.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

LETHERT ELECTRIC COMPANY,
Plaintiff,
-vs-
GERMAIN HEINRICHS, sued as and
under the name of REVEREND FATHER
GERMAIN,
Defendant.

R E P L Y .
VENUE CHANGED FROM COUNTY
OF RAMSEY.

Now comes the Plaintiff in the above entitled ac-
tion and, for its Reply to the Answer of the Defendant to the
Amended Complaint of the Plaintiff, denies each and every allega-
tion in said Answer contained, save and except such of said alle-
gations as are admissions of the allegations set forth in the
Amended Complaint.

This Plaintiff denies that the two chandeliers described
in the Amended Complaint, were other or different from the chan-
deliers sold and agreed to be delivered as described in said
Amended Complaint and denies that the Plaintiff installed the
same in any other or different manner from the manner originally
agreed upon, or used any material that was cheaper than or infer-
ior to that which it had agreed to use in installing the two
chandeliers aforesaid.

This Plaintiff re-affirms and re-asserts each and every
allegation in its Amended Complaint contained and demands judg-
ment against said Defendant as hath already been, in said Amended
Complaint, demanded.

Willis and Gehl
Attorneys for Plaintiff,
Suite No. 314 Globe Building,
St. Paul, Minnesota.

1
2
3
4
5
6
7
8 STATE OF MINNESOTA,
9 COUNTY OF RAMSEY, SS.

10 JOSEPH A. LETHERT, of lawful age, being
11 first duly sworn, on oath deposes and says that he is an officer
12 of the corporation which is the Plaintiff named in the ~~Amended~~
13 ~~Complaint~~ ^{Reply} to which this affidavit is attached, to-wit, that he is
14 President and General Manager of such corporation. Deponent
15 further says that he has read the said ~~Amended Complaint~~ ^{Reply} and
16 knows the contents thereof and that all the allegations therein
17 contained are true of his own knowledge, save and except such of
18 the allegations as are therein set forth upon his information and
19 belief; and, as to such allegations, that he believes the said
20 pleading to be true.

21 Further, Deponent saith not.
22
23
24

25 Joseph A. Lethert
26 Subscribed and sworn to before
me this 14th day of May, A.D.1914.

27 George Behill
28
29 Notary Public, Ramsey County, Minnesota.
30 My Notarial Commission Will Expire February 3, 1920.
31
32
33
34
35

187

VENUE CHANGED FROM RAMSEY COUNTY

STATE OF MINNESOTA,
CARVER
COUNTY OF ~~RAMSEY~~, SS.
DISTRICT COURT,
~~CITY OF SAINT PAUL~~

LETHERT ELECTRIC COMPANY,

PLAINTIFF.

AGAINST

GERMAIN HEINRICH,

DEFENDANT.

R E P L Y.

Due service of the within Reply
at Chaska, Minnesota,
this 16th day of May, A.D. 1914,
is hereby admitted.

W.C. Cahill

Attorney for Defendant.

WILLIS & CAHILL,
SUITE No. 314 GLOBE BUILDING,
ST. PAUL, MINN.

ATTORNEYS FOR Plaintiff.

FILED
DISTRICT COURT,
MAY 19 1914
CARVER COUNTY,
W.C. Cahill
Clerk of Court.

E 188

State of Minnesota,

County of

Carver

} ss.

I hereby certify and return, that on the

2nd

day of

March

1914

at the

City

of

Chaska

County and

State aforesaid, I served the

Summons and Complaint

hereto attached upon

Reverend Father Gorman

the Defendant named therein,

by handing to and leaving with him personally a true and correct copy thereof.

Dated this

2nd

day of

March

1914

Sheriff's Fees: Service, \$

1.00

Travel

\$.20

\$1.20

Sheriff of

Carver

County, Minn.

By

G. A. Gatz

Deputy.

STATE OF MINNESOTA,
COUNTY OF RAMSEY, SS.

DISTRICT COURT,
SECOND JUDICIAL DISTRICT.

LETHERT ELECTRIC COMPANY,
a Corporation,
-vs-
Reverend Father Germain, whose
true name is to the Plaintiff,
unknown,
Plaintiff,
Defendant.

S U M M O N S .

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, which is hereto attached and herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscribers, at their law office, Suite No. 314 in the Globe Building, (so-called) situate on the South-western corner of Fourth Street and Cedar Street, in the City of Saint Paul, in the County of Ramsey, in the State of Minnesota, within a period of twenty (20) days from and after the date of the service of this Summons upon you, exclusive of the day of such service; and, in case you fail to answer the said Complaint within the period aforesaid, the plaintiff in the above entitled action will take judgment against you for the sum of fifty-six (56) dollars and sixty-nine (69) cents, with interest from and after January 29, 1913, together with the costs and disbursements herein.

Willis and Cahill

Attorneys for Plaintiff,
Suite No. 314 Globe Building,
St. Paul, Minnesota.

STATE OF MINNESOTA,
COUNTY OF RAMSEY, SS.

DISTRICT COURT,
SECOND JUDICIAL DISTRICT.

LETHBRIT ELECTRIC COMPANY,
a corporation,

Plaintiff,)

-vs-

Reverend Father Germain, whose
true name is to the Plaintiff,
unknown,

Defendant.)

C O M P L A I N T.

Plaintiff complains of Defendant and alleges;

I.

That it now is and was at all the times herein mentioned, a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota. *That the first name of the defendant is to the Plaintiff unknown.*

II.

That, for a period of several months prior to the twenty-ninth (29) day of January, 1913, and for a long time prior thereto, this plaintiff, at the special instance and request of defendant, sold and delivered to Defendant electrical appliances and furnished in connection therewith, at the special instance and request of defendant, labor in installing the same, all of which merchandise and labor being of the reasonable value of One Hundred and Eighty (180) dollars and nineteen (19) cents, which sum the defendant promised to pay plaintiff; that no part of said sum has been paid except the sum of One Hundred and Twenty-three (123) dollars and fifty (50) cents.

W H E R E F O R E, Plaintiff demands judgment against said Defendant for the sum of fifty-six (56) dollars and sixty-nine (69) cents, with interest from and after January 29, 1913, together with the costs and disbursements herein.

Willis and Cahill

Attorneys for Plaintiff,
Suite No. 314 Globe Building,
St. Paul, Minnesota.

STATE OF MINNESOTA,
COUNTY OF RAMSEY, SS.

JOSEPH A. LETHERT, of lawful age, being first duly sworn, on oath deposes and says that he is an officer of the corporation which is the Plaintiff named in the Complaint to which this affidavit is attached, to-wit, that he is President and General Manager of such corporation. Deponent further says that he has read the said Complaint and knows the contents thereof and that all the allegations therein contained are true of his own knowledge, save and except such of the allegations as are therein set forth upon his information and belief; and, as to such allegations, that he believes the said pleading to be true.

Further, Deponent saith not.

Subscribed and sworn to before me
this 20th day of February, A.D. 1914.

Joseph A. Lethert

H. Cahill

Notary Public, Ramsey County, Minnesota.

My Notarial Commission Will Expire February 3, 1920.

187

STATE OF MINNESOTA,
COUNTY OF RAMSEY, SS.
DISTRICT COURT,
CITY OF SAINT PAUL.

LETHERT ELECTRIC COMPANY,

PLAINTIFF.

AGAINST

REVEREND FATHER GERMAIN,
DEFENDANT.

SUMMONS AND COMPLAINT.

Due service of the within

at

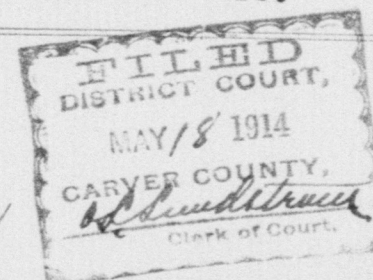
this day of

is hereby admitted.

Attorney for

WILLIS & CAHILL,
SUITE No. 314 GLOBE BUILDING,
ST. PAUL, MINN.

ATTORNEYS FOR Plaintiff.



No. ~~111~~ 3403

DISTRICT COURT,

Carver County, Minnesota

Louise M. Humes
Plaintiff
vs.

Francis M. Humes
Defendant

Dorwell & Linn
Plaintiff's Attorneys

J.R. Child & Broad & Linn
Defendant's Attorneys

Date of Entry *June 11th* 191*4*

Register of Actions, *E* Page *187*

Term Tried.....191

Judgment for *Divorce*

Amount of Judgment, \$.....

Date of Judgment.....191

Judgment Book *D* Page *467*

Default Judgment Book.....Page

Date of Docketing.....191

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Louise M. Henry,

Plaintiff,

-vs-

Francis M. Henry,

Defendant

STIPULATION.

In the above entitled action it is hereby stipulated and agreed by and between the parties hereto that the venue and place of trial of this action be changed from the County of Hennepin, where the action is now pending, to the County of Carver, in the Eighth Judicial District.

Wm. D. L. & L. S. L.
Plaintiff's Attorneys,
S. R. Child and
Brooks & Jamison
Defendant's Attorneys.

Pursuant to the foregoing stipulation, the venue and place of trial of this action is hereby changed from the County of Hennepin, Fourth Judicial District, to the County of Carver in the Eighth Judicial District, and the Clerk of the District Court of Hennepin County is directed to transmit all the files and record in the above action, in his office, to the Clerk of the District Court of Carver County.

Dated June 7th 1914.

J. H. A. Steele

135502

STATE OF MINNESOTA

COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Louise M. Henry,

Plaintiff,

-VS-

Francis M. Henry,

Defendant

STIPULATION AND ORDER

FOR

CHANGE OF VENUE

FILED

JUN 10 1914

RS NEILSON, CLERK

Geo. H. Sampson

FILED
DISTRICT COURT,
JUN 11 1914

CARVER COUNTY,

W. H. H. H. H.
Clerk of Court

E/89

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Louise M. Henry,

Plaintiff,

-vs-

Francis M. Henry,

Defendant

C O M P L A I N T .

For a cause of action this plaintiff alleges:

I.

That she is the age of forty-three years and that the defendant is the age of forty-nine years. That they were lawfully married at the City of Minneapolis, Hennepin County, Minnesota, on the 4th day of October, 1897. That there is living as issue of said marriage one child fifteen years of age named Frances Louise Henry.

II.

That at all times since about the year 1903 up to the day of September, 1913, the plaintiff and the defendant have occupied together their home at 1704 Tenth Avenue North in the City of Minneapolis, Hennepin County, Minnesota, this property being owned by the plaintiff and the record title thereto being in her name and the furniture therein being her personal property.

III.

That beginning with the year 1910 the defendant commenced a systematic course of ill treatment, consisting of continuous fault finding, unkind language, studied contempt, and petty acts of a malicious nature, his purpose and object of so doing being to break the will of plaintiff and render her unhappy and miserable; and at all times since so commencing such course of ill treatment, he has studiously and systematically continued the same, and such disposition

and such conduct on his part has been gradually growing upon him, That during said period he refused to go with plaintiff to places of amusement and social gathering, and without cause absented himself from his home and from plaintiff, well knowing that such conduct was distasteful to her and that the same rendered her unhappy. That when he was at his said home he did not, does not and will not speak to or converse with plaintiff and did not and does not and will not eat his meals at the family table, but at all times displayed a morose and unfriendly spirit with the intention of humiliating plaintiff in the eyes of her neighbors, relatives and friends, and that such conduct, so carried on and continued, as aforesaid, has resulted in the impairment of her nervous system and jeopardized, imperiled and impaired her health.

IV.

That said Frances Louise Henry, the minor child of the parties hereto, has always lived with plaintiff and at all times been under her care and custody. That she, the said child, desires to remain with plaintiff and that her future welfare will be best subserved should she continue to remain as heretofore, and that plaintiff is willing to assume the future maintenance of said child if she be awarded, by the Decree to be entered herein, the custody of said child until she has attained majority.

W H E R E F O R E , Plaintiff demands the Judgment and Decree of this Court that the bonds of matrimony heretofore existing between plaintiff and defendant be dissolved, and

That until the further order of the Court, Plaintiff have the exclusive care, custody and control of said minor child, Frances Louise Henry, the issue of said marriage.

Dated September 15th, 1913.

McDowell & Fosslen

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

J. F. Jenkins, being first duly sworn, deposes and says that at the City of Minneapolis, in the County of Hennepin, and State of Minnesota, on the 15th day of September, 1913, he served the within and hereto attached Complaint upon the defendant therein named, by then and there handing to and leaving with Francis M. Henry personally, a true and correct copy thereof and that deponent knows the person so named and so served therein as Francis M. Henry the defendant herein.

J. F. Jenkins.

Subscribed and sworn to before
me this March 7th, 1914.

Louise Jensen
Notary Public, Hennepin County, Minn.

• My commission expires Aug. 25th, 1920.

STATE OF MINNESOTA
COUNTY OF HENNEPIN
DISTRICT COURT
FOURTH JUDICIAL DISTRICT

LOUISE M. HENRY

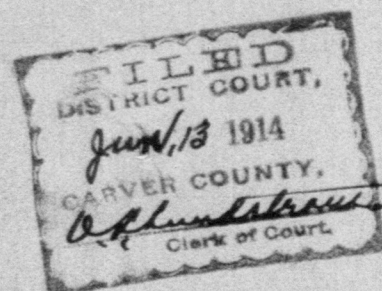
PLAINTIFF

-VS-

FRANCIS M. HENRY

DEFENDANT

COMPLAINT



McDowell & Fossey,
Plaintiff's attorneys,
107 Palace Bldg.,
Minneapolis, Minnesota.

E189

Fol.1 STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Louise M. Henry,
-vs-
Francis M. Henry,
Plaintiff,
Defendant.

A N S W E R.

Now comes the defendant in the above entitled action, and makes this his answer to the complaint herein.

Fol.2 1. Answering said complaint, defendant denies each and every allegation, matter and thing therein contained and not herein in this answer specifically admitted or denied.

2. Admits that plaintiff and defendant were married at the City of Minneapolis, Hennepin County, Minnesota, on the 4th day of October, 1897, and that there is living as issue of said marriage one child, 15 years of age, named Frances Louise Henry.

3. Admits that at all times since about the year 1903, up to about the 1st day of September, 1913, plaintiff and defendant occupied as their home that piece of property in the City of

Fol. 3 Minneapolis, known, designated and described as 1704 10th Avenue North, and that said property was owned by the plaintiff, the record title thereto being in her name.

4. Further answering, defendant alleges that at the time of the said marriage plaintiff was the owner of a number of tracts of land in the City of Minneapolis and elsewhere, all of which were vacant, unimproved and unproductive; that among other tracts of vacant and unimproved property which plaintiff then owned, and at the time of the oral agreement between plaintiff and defendant, hereinafter mentioned, there was a tract known and described as Block

Fol.4 Five (5), in Groveland's Addition, according to the plat thereof on file and of record in the office of the Register of Deeds of Hennepin County, Minnesota, which block was until the improvement thereof by defendant, as hereinafter alleged, a part of a swamp or marsh, incapable of supporting any building or improvement except by the expenditure of a large sum of money. That defendant for a considerable time before said marriage was a Civil Engineer, having an office as such, in the City of New York. That at and before the time of said marriage, defendant's net earnings as a civil engineer were not less than Three Thousand Dollars (\$3000) per annum, and

" 5 the prospects as to his future earnings in that capacity were such as to induce the belief which he then entertained, that they would constantly increase thereafter. That defendant's friends were at the time of said marriage almost wholly residents of said City of New York, and its suburbs, and of Princeton, in the adjoining State of New Jersey (where his home then was), and his future prospects in life depended greatly upon his continued residence in that vicinity and the prosecution of his said profession therein. And plaintiff at and before said marriage, resided in the City of Minneapolis, and she was at and before the time thereof, greatly desirous that,

" 6, as soon as said marriage should occur, defendant should remove his residence to said last named City, and thereafter reside therein with her, thereby abandoning his home in said City of New York, and his said office and business therein, and thereby relinquishing the income which he was then receiving from his said business and his expectations for the future increase thereof, and thereby also removing himself from the locality in which he had many friends who had greatly assisted him in his business, and would thereafter have continued to assist him therein had he continued his residence and business in or near said City of New York.

Fol.7

That plaintiff, shortly before said marriage, well knowing all of the aforesaid facts, as an inducement to defendant to remove from said City of New York to said City of Minneapolis, thereby relinquishing the advantages which he then had, and would continue to retain had he remained in said City of New York, as hereinbefore averred, orally proposed to defendant that if he would upon said marriage remove to said City of Minneapolis and thereafter make his home in said City, rendering her such assistance in the management of her business affairs as she might desire, she would permit and allow him to improve any tract of her said vacant and unimproved property

- " 8. that he might select, by the erection of rentable buildings thereon, herself paying the expenses of the erection thereof, and also give and grant to him during his life, all rents and profits accruing from said buildings so erected. That defendant accepted said proposal of plaintiff prior to her said marriage, and thereby it was mutually agreed between the parties hereto, before said marriage took place, that defendant should remove to said City of Minneapolis, and thereafter reside therein, upon the terms and conditions aforesaid. That pursuant to said proposal of plaintiff, and defendant's said acceptance thereof, and said agreement of the parties so entered into as aforesaid, and in reliance thereon, plaintiff immediately upon said marriage abandoned his said office and business in said City of New York, terminated his residence at said Princeton, and became and ever since has been, a resident of said City of Minneapolis, at all times rendering said plaintiff such assistance as she desired in the care and management of her estate. That pursuant also to said oral proposal and offer of said plaintiff, and defendant's acceptance thereof, and the oral agreement between the parties entered into as aforesaid, defendant shortly after said marriage, commenced the improvement of Lots 1 to 6 inclusive, in Block number

- Fol.10 5, of said Groveland Addition, selected by him and plaintiff for that purpose, which lots did not then exceed in value the sum of Five Thousand Dollars (\$5000). That he attempted to borrow money by a mortgage thereon, but was wholly unable to do so because of the apprehension on the part of lenders that no foundation could be constructed upon said lots which could sustain the proposed improvements to be placed thereon. And defendant, availing himself of his skill and experience as a civil engineer, proceeded to place a concrete foundation upon said lots, expending for that purpose not less than Ten Thousand Dollars (\$10,000) of his own money. That said
- " 11. foundation being completed, a loan was obtained upon said lots for the purpose of erecting buildings upon said foundations in the sum of Fifty-five Thousand Dollars (\$55,000), secured by a promissory note, executed by defendant, and by a mortgage upon said lots. That with the avails of said loan and with the further expenditure of about Four Thousand Dollars (\$4000) belonging to defendant, and certain moneys paid by plaintiff therefor, using also for such purpose rents accruing from said buildings as the same were successively constructed, defendant erected upon said lots, and upon said foundations so placed thereon, five separate buildings, containing in the
- " 12. aggregate thirty distinct apartments. That defendant superintended the erection of said buildings and succeeded in erecting the same at an aggregate expense of Nineteen Thousand Dollars (\$19,000) less than the lowest bid that could be secured from any contractor for the construction thereof; all of said acts of defendant in erecting said buildings being done pursuant to said oral agreement entered into between the parties as aforesaid.

That defendant has at all times performed, and is ready, able and willing to continue to perform on his part said oral agreement entered into between plaintiff and defendant as aforesaid, and that should plaintiff renounce and repudiate the same on her part, after

Fol.13 the part performance thereof by defendant as aforesaid, and after plaintiff has received the benefits thereof to the extent aforesaid, her act in so doing would be a fraud on defendant and a substantial injury to him. And that the part performance of such oral agreement as hereinbefore averred, has been of such a nature that defendant cannot now be restored to the situation and condition in which he was before the making thereof as aforesaid, and in which he would now be except for the same and said acts done by defendant in part performance thereof.

" 14. That since the erection of said buildings above referred to, defendant has, with the concurrence and consent of plaintiff, and with the constant recognition and confirmation on her part of the said oral agreement, had the control and possession of all said buildings, and rented the apartments therein in his own name as lessor, receiving the rents paid by the tenants thereof, and applied the same to such purposes as he saw fit, in part for the support of himself and his wife and daughter, and in part for purposes personal to himself. That the mortgage placed upon said lots and buildings at the time of such erection of said buildings as aforesaid, has since been satisfied, and another loan for \$65,000

" 15. obtained in lieu thereof, secured by a promissory note executed by defendant, and by a mortgage upon said lots, wherein the defendant agreed and covenanted to pay the said loan and interest thereon at the rate of 5% per annum, and all taxes that should be levied and assessed upon the premises mortgaged until said last mentioned mortgage should be fully paid and satisfied. That \$62,000 of said last mentioned loan, with interest thereon from the 1st day of July, 1913, remains and is unpaid. That \$1000. of the principal of said loan and six months interest thereon, amounting in all to \$2510. will mature and become due on the 1st day of January, 1914, and that the second half of the taxes on said mortgaged premises for the year

Pol.16 1912, amounting to \$1131.49, must be paid during the present month to avoid penalty thereon, and that should said taxes not be paid before said penalty shall accrue, or said sum of interest or principal to become due as aforesaid, not be paid, the entire principal secured by said mortgage will become immediately due and payable. That the gross rentals received from said tenants does not exceed \$1000. per month, and that the net rentals therefrom, after deducting interest, taxes, janitor's service, fuel and repairs, does not exceed \$250. per month, and that the rents to accrue therefrom during the present month, and for the succeeding months of November and December, will be insufficient to pay said taxes and said principal becoming due as aforesaid, on or before January 1st, 1914, and that unless the same is paid said mortgaged premises will be foreclosed, and by the foreclosure thereof the rents and profits from said buildings will be lost to defendant and the fee of said mortgaged premises also lost to the plaintiff herein.

" 17 That at the time of said marriage of plaintiff and defendant, plaintiff's entire estate did not exceed in value the sum of \$200,000, and that since said marriage defendant has devoted almost his entire time and his utmost endeavors to the conservation and care of plaintiff's property. That the value thereof, after deducting therefrom all indebtedness owing by her, now exceeds the sum of \$500,000. That the taxes thereon have been constantly increasing and now exceed \$7000. per annum, and that defendant, in order to pay the taxes heretofore levied and assessed upon plaintiff's said property, and to secure money otherwise expended for her exclusive use and benefit, has joined with her in the execution of promissory notes upon which he is personally liable, and which are now held by banks in the City of Minneapolis, in the aggregate amount of upwards of \$30,000. That on or about May 17th, 1906, the sale in partition of certain real property in said city,

" 18

Fol.19 in which plaintiff had an undivided interest, took place as hereinbefore alleged, and to enable her to bid in said property so sold, and protect her from loss which otherwise would inevitably have resulted to her, defendant secured a loan from his father of the sum of \$29,000, which money was wholly expended for that purpose. And that in the year 1907, defendant also, to save said plaintiff from other impending loss, secured upon his own credit from and through his father, a sum exceeding \$30,000, all of which was expended for the purpose of protecting and conserving the estate of said plaintiff, and further, that defendant has from time to time,

" 20. at the instance and request of plaintiff, expended in the improvement of the homestead of the parties hereinbefore mentioned, and in payment of sums secured by a mortgage thereon while the same belonged to plaintiff, a sum exceeding \$2500. of his own money, no part of which has ever been repaid to him, and that he has also advanced and loaned to said plaintiff and expended for her use and benefit, all at her request, other large sums of money which have never been repaid and for which she is now indebted to him—all said services being rendered by defendant and all said moneys paid by him in reliance upon and upon the faith of said oral agreement of plaintiff herein alleged.

" 21 W H E R E F O R E, defendant demands judgment

1. That plaintiff's said complaint be dismissed and that she take nothing by this action.

2. If a decree of divorce is granted herein, that defendant be awarded such interest in the property of plaintiff as to the court may seem just and equitable.

Dated October 15th, 1913.

S. R. Child and Benj. Drake
and Brooke & Jamison

Attorneys for Defendant,
610 Minn. Loan & Trust Bldg.,
Minneapolis, Minnesota.

Original

STATE OF MINNESOTA
COUNTY OF HENNEPIN
DISTRICT COURT
FOURTH JUDICIAL DISTRICT

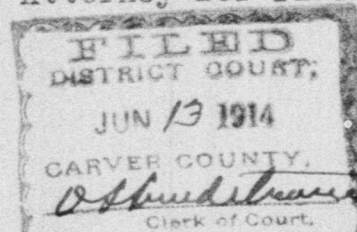
Louise M. Henry,
vs. Plaintiff,

Francis M. Henry,
Defendant.

A N S W E R.

Due and personal service of
the within answer is hereby ad-
mitted this 15th day of October,
1913.

W. D. Russell
Attorney for Plaintiff.



S. R. CHILD, BENJ. DRAKE and
BROOKS & JAMISON

Attorneys for Defendant,
610 Minn. Loan & Trust Bldg.,
Minneapolis, Minnesota.

E189

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Louise M. Henry,

Plaintiff,

-VS-

Francis M. Henry,

Defendant

REPLY.

Now comes plaintiff and for her reply to the answer of the defendant herein denies each and every allegation, statement and thing therein found and contained, save and except the allegations found in the said answer alleging the same facts as alleged in the complaint herein.

WHEREFORE, Plaintiff prays judgment as in her complaint.

Dated October 29th, 1913.

McDowell & Fosseen
Plaintiff's Attorneys,
207 Palace Bldg.,
Minneapolis, Minn.

ORIGINAL

STATE OF MINNESOTA
COUNTY OF HENNEPIN
DISTRICT COURT
4th Judicial District.

Louise M. Henry,

Plaintiff,

-VS-

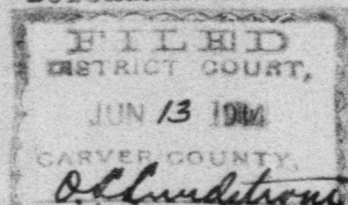
Francis M. Henry,

Defendant.

REPLY

Due service of the within
Reply admitted this 29th
day of October, 1913.

*S. R. Child and
Brooks & Johnson*
Defendant's attorneys.



McDowell & Foster
Plaintiff's attorneys,
207 Palace Bldg.,
Minneapolis, Minnesota.

E 189

STATE OF MINNESOTA)
COUNTY OF CARVER)

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT

VENUE CHANGED FROM HENNEPIN COUNTY

Louise M. Henry,)
Plaintiff,)
-vs-)
Francis M. Henry,)
Defendant)

FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
ORDER FOR JUDGMENT

The above entitled action, brought in Hennepin County, and by consent of the parties and order of Court the venue thereof was changed from said County of Hennepin to the County of Carver, came on to be heard before the Court, without a jury, at the chambers of said Court, at Norwood, County of Carver, State of Minnesota, on June 12th, 1914; W. A. McDowell, Esq. appearing for and on behalf of plaintiff and Robert Jamison, Esq. appearing for and on behalf of the defendant. After hearing the evidence and duly considering the same the Court finds the following facts.

FINDINGS OF FACT.

That the plaintiff is of the age of forty-three years and the defendant is of the age of forty-nine years; that the plaintiff and defendant were lawfully married at Minneapolis, and that plaintiff ever since has resided in said county Hennepin County, Minnesota, on October 4th, 1897; that there is now living as issue of said marriage one child, fifteen years of age, named Frances Louise Henry. That the defendant herein beginning about 1910 has continuously treated the plaintiff in a cruel and inhuman manner in this:

That beginning with the year 1910 the defendant commenced a systematic course of ill treatment, consisting of continuous fault finding, unkind language, studied contempt, and petty acts of a malicious nature, his purpose and object of so doing being to break the will of plaintiff and render her unhappy and miserable; and at all times since so commencing such course of ill treatment, he has

studiously and systematically continued the same, and such disposition and such conduct on his part has been gradually growing upon him; that during said period he refused to go with plaintiff to places of amusement and social gathering, and without cause absented himself from his home and from plaintiff, well knowing that such conduct was distasteful to her and that the same rendered her unhappy. That when he was at his said home he did not, does not and will not speak to or converse with plaintiff and did not and does not and will not eat his meals at the family table, but at all times displayed a morose and unfriendly spirit with the intention of humiliating plaintiff in the eyes of her neighbors, relatives and friends, and that such conduct, so carried on and continued, as aforesaid, has resulted in the impairment of her nervous system and jeopardized, imperiled and impaired her health.

That the plaintiff is a suitable person to have the care, custody and control of said Frances Louise Henry, issue of said marriage.

The court further finds in relation to the matters set up in the answer of the defendant herein that the defendant claims in his answer herein to be entitled to an interest in certain of the real estate standing of record in the name of plaintiff; that the parties hereto have mutually agreed between themselves on an adjustment and settlement of such claim, by the terms whereof the defendant has assumed the payment of and paid a certain portion of the debts due and owing by plaintiff, and released and discharged the real estate of plaintiff from all claims and demands of every nature, including the alleged right to collect rental derived from certain of her property, and that in consideration thereof the plaintiff has caused to be deeded to one, Robert Jamison, as trustee, for the use and benefit of the defendant, certain real estate, standing of record in her name, situate in Hennepin County, Minnesota. The Court having examined the contracts and agreements in relation thereto is satisfied that such adjustment is fair and equitable.

✓

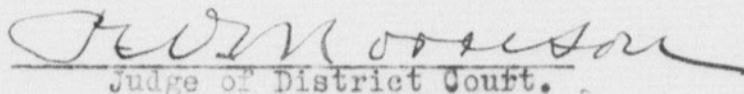
AS CONCLUSIONS OF LAW, The Court finds that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved, and that the plaintiff be absolutely divorced from the defendant;

That the plaintiff have the care, custody and control of the said Frances Louise Henry, minor child of said marriage until her majority.

Let the Judgment and Decree of this Court be so entered.

Dated June 12th, 1914.

BY THE COURT:


Judge of District Court.
78th Judicial District

STATE OF MINNESOTA

COUNTY OF CARVER

DISTRICT COURT
8th Judicial District.

DOCKET NO. CHANGED FROM
HENNEPIN COUNTY

Louise M. Henry,

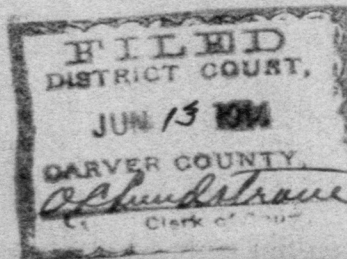
Plaintiff,

-VS-

Francis M. Henry,

Defendant

FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
ORDER FOR JUDGMENT



STATE OF MINNESOTA)
)
COUNTY OF CARVER)

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT

VENUE CHANGED FROM HENNEPIN COUNTY

Louise M. Henry,)
)
 Plaintiff,)
)
 -vs-)
)
Francis M. Henry,)
)
 Defendant)

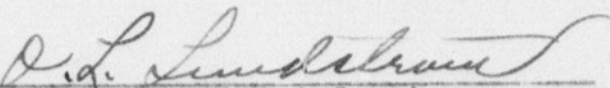
JUDGMENT AND DECREE.

In the above entitled action the Court having duly made and filed its Findings of Fact and Order for Judgment,

NOW, THEREFORE, In accordance therewith and on motion of Messrs. McDowell & Fosseen, attorneys for Plaintiff herein, it is hereby ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between plaintiff and defendant be and the same are hereby dissolved, and that the plaintiff ^{and} be ₁ absolutely divorced from the defendant; and

That the plaintiff have the care, custody and control of Frances Louise Henry, the minor child of said marriage, until her majority.

Dated June 13th, 1914.


Clerk of District Court.

#188
Original

STATE OF MINNESOTA

COUNTY OF CARVER

DISTRICT COURT
8th Judicial District

VENUE CHANGED FROM
HENNEPIN COUNTY

Louise M. Henry,

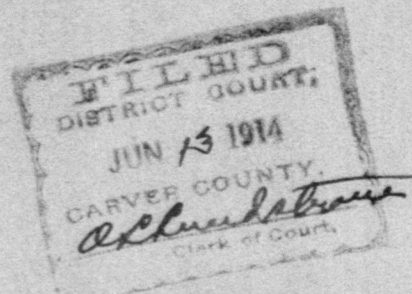
Plaintiff,

-VS-

Francis M. Henry,

Defendant

JUDGMENT AND DECREE



E189

No.

72-3404

DISTRICT COURT,

Carver County, Minnesota

Nancy Cummins
Plaintiff

vs.

Henry Palmer
Defendant

B. H. Bowler
Plaintiff's Attorney

Chas. L. Dalby
Defendant's Attorney

Date of Entry June 20th 1914

Register of Actions, E Page 170

Term Tried 191

Judgment for

Amount of Judgment, \$

Date of Judgment 191

Judgment Book Page

Default Judgment Book Page

Date of Docketing 191

Gal 1

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT

Nancy J. Cummins,

Plaintiff,)

- vs -

Henry Palmer,

Defendant.)

NOTICE OF
MOTION.

* * * * *

TO CHARLES A. DALBY, Attorney for Defendant:

Please Take Notice that at the Court Room in the Court House in the City of Shakopee, in the County of Scott and State of Minnesota, on Saturday the 24th day of April, 1915, at eleven (11) o'clock in the forenoon of said day, or as soon thereafter as counsel can be heard, the plaintiff will move said Court for an order vacating and setting aside the
2 verdict of the jury herein and directing the entry of judgment, notwithstanding said verdict, in favor of the plaintiff and against the defendant, for the sum of Three Hundred (\$300.00) Dollars, with interest thereon from August 1st, 1910, at the rate of six per cent. (6%) per annum, to the first day of August, 1911, and at the rate of eight per cent. (8%) per annum from and after the first day of August, 1911, together with plaintiff's costs and disbursements herein.

If said motion be denied, plaintiff will then and there move said Court for an order vacating and setting aside said verdict and granting a new trial herein.

3 Plaintiff will also at said time and place move said Court for such other and further relief as she is entitled to under the law and rules of this Court, and for such other and further relief as is just.

Said motions will be based on all the files and records herein and upon the settled case herein, and on the following stated grounds:

1. That the verdict is not justified by the evid-

ence and is contrary to law.

2. That errors of law occurred at the trial which were duly excepted to by the plaintiff.

70.4 3. That the evidence conclusively shows that the plaintiff is entitled to judgment and that the evidence does not even prima facie raise a question of fact for the jury on the defense alleged in the answer, or any other defense to the cause of action set forth in the complaint.

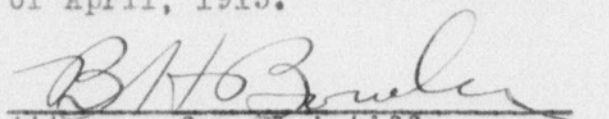
4. That the Court erred in overruling the objection stated on Page 6 of the settled case to certain testimony of the witness, Helena Palmer.

5. That the Court erred in denying plaintiff's motion, stated on Page 8 of the settled case, for the striking out of certain testimony of said Helena Palmer.

n 6- 6. That the Court erred in denying plaintiff's motion, stated on Page 9 of the settled case, for the striking out of certain evidence of the defendant and Helena Palmer.

7. The Court erred in denying plaintiff's motion for an instructed verdict, as stated on Page 9 of the settled case; and as the evidence stood at the time plaintiff moved for such instructed verdict, the plaintiff had conclusively proved her cause of action, and the defendant had entirely failed to substantiate his defense or any defense.

Dated this 16th day of April, 1915.


Attorney for Plaintiff,
#501 Loan & Trust Building,
Minneapolis, Minnesota.

State of Minnesota }
County of Scott.

BH Bowler,
being first duly sworn, says that
at Minneapolis, Minnesota, on the
14th day of April, 1915, he served the
foregoing notice of motion upon
Charles A. Calby, attorney for the
defendants therein named, by there
and then handing to and leaving
with said Calby a true and
correct copy of said notice;
that affiant knows said Calby
and knows that the Calby
so served is the Calby who has
appeared herein as attorney for
the defendants.

BH Bowler
Subscribed and sworn to before
me this 24th day of April, 1915.

J. H. Smith
Notary Public
Scott Co Minn
my commission expires
March 7th 1921-

Original.

No. 189

Office File _____

State of Minnesota

District _____ COURT,

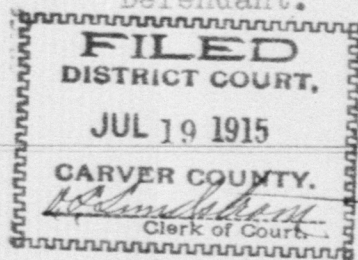
Carver _____ COUNTY.

Nancy J. Cummins,
Plaintiff,

- vs -

Henry Palmer,

Defendant.



Notice of Motion.

B. H. BOWLER
LAWYER

MINNEAPOLIS, MINNESOTA

Due and personal service of the within

notice of motion

at Minneapolis, Minn., is hereby

admitted this 16 day of April,

1915

Attys. for _____

E190

Illegible
(Light Ink)

State of Minnesota,

County of Carver.

Nancy J. Cumins,

Plaintiff.

-vs-

Henry Palmer,

Defendant.

IN DISTRICT COURT.

8th Judicial District.

Pursuant to notice duly given, the plaintiff in the above entitled action, upon all the records and files in said cause and upon the settled case therein, at the Court House in the City of Shakopee in said District, on the 27th day of April, a.d. 1915, made a motion for judgment notwithstanding the verdict or for a new trial of said cause upon the grounds and for the reasons stated in said notice of motion.

B.H. Bowler Esq; appeared as Counsel for the plaintiff in support of said motion.

Charles A. Dalby Esq; is Attorney of record for the defendant but was not present at the time the said motion was submitted.

After being fully advised in the premises the Court is of the opinion that the evidence is insufficient to sustain a verdict in favor of the defendant and that other evidence can be produced to sustain a defense.

IT IS THEREFORE ORDERED:

That the motion of the plaintiff for judgment on the pleadings be denied; And her motion for a new trial of said cause be, and the same hereby is granted.

Dated at Norwood, this 17th day of July, a.d. 1915.


Judge of said Court.

#189
State of Minnesota
County of Carver.

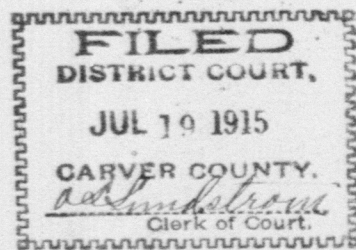
Cummins,

-v- Reff

Salmon

Opp

Order Granting
New Trial



E190

attys. not paid July 19/15 -
doc. clerk

DISTRICT COURT

EIGHTH JUDICIAL DISTRICT

DISTRICT COURT

EIGHTH JUDICIAL DISTRICT

Nancy J. Cummins, Plaintiff,)
- VS -)
Henry Palmer, Defendant.)

雲 新 新 新 新 新 新 新

The above entitled cause came duly on for trial at the October, 1914, General Term of said Court at the City of Chaska in said County, on the 13th day of October, 1914, before the Honorable P.W. Morrison, Judge of said Court, and a Jury: whereupon, the following proceedings were had:-

B. H. Bowler of Minneapolis appeared as attorney for the Plaintiff:

Charles A. Dalby appeared as attorney for the defendant.

The note described in the complaint marked "Exhibit A".

The Defendant called for cross examination under the Statute, testified as follows,-

"I reside near Excelsior in Carver County. Have lived in that vicinity about nine years. Previous to that time, I lived at Cedar Falls, Iowa. I knew Lucy J. Bailey in her lifetime. Her husband was a relative of mine and a second cousin to my mother. I know Nancy J. Cummins. She was no relation to me. She was a neice of Lucy J. Bailey. She resides at Cedar Falls, Iowa."

Plaintiff's attorney then offered in evidence "Exhibit A", together with the endorsements on the back thereof.

Mr. Dalby:- The defendant objects to the introduction in evidence of "Exhibit A" in so far as the endorsements are contained thereon, excepting the endorsement at the top thereof reading as follows, - "Received August 1st, 1911, \$18. on interest". So far as all other endorsements on the same is concerned, the defendant objects to the introduction thereof on the ground that the same appears on the face of said endorsements, that there is no sufficient foundation laid for the same and that the same is therefore incompetent, irrelevant and immaterial, and incompetent under the pleadings.

Mr. Bowler:- Plaintiff offers in evidence "Exhibit B" being a copy of the Will of Lucy J. Bailey, deceased and

the papers attached thereto being the record of the proceedings in the Probate Court of De Kalb County, Illinois, in the matter of the estate of Lucy J. Bailey, deceased, together with all endorsement thereon, certification, etc.

Mr. Dalby:- I object to it on the ground the complaint is absolutely silent as to that proceeding in Illinois.

The Court:- I understand it is offered for the purpose of showing that the note was transferred from Bailey to the plaintiff in this action. *Dalby: An exception* Objection over-ruled. Any objection to the note now? That note will be received in evidence. *Dalby: Objection renewed.*

Mr. Dalby:- An exception.

Mr. Bowler:- Plaintiff offeres in evidence the Code of Iowa, annotated, of 1897, and particularly Section 3038 thereof which reads as follows:- "The rate of interest shall be six cents on the one hundred by the year in the following cases, unless the parties shall agree in writing for the payment of interest not exceeding eight cents on the one hundred by the year. First, money due by express contract; second, money after the same becomes due; third, money / loaned; fourth, money received to the use of another and retained beyond a reasonable time without the owner's consent express or implied; fifth, money due on the settlement of accounts from the date the balance is ascertained; sixth, money due upon an open account after six months after date of the last item; seventh, money due or to become due where there is a contract to pay interest and no rate is stipulated".

Received in evidence without objection.

B. H. Bowler, a witness called in behalf of the plaintiff, testified as follows,-

The plaintiff has possession of the note and it has come to me from the plaintiff.

Plaintiff rests.

Mr. Dalby:- The defendant moves to dismiss this action on the ground that, under the complaint and pleadings, the testimony fails to show that the plaintiff is the proper party in interest and on the ground that, under said pleadings, there is not material evidence before this Court to establish plaintiff's authority or ownership of this note.

The Court:- It doesn't make any difference about that complaint; they have gone far enough. Now the question is whether the record down there in that Court shows a transfer of this note to the plaintiff, Nancy J. Cummins. That's the only issue. The motion will be denied.

Mr. Dalby;- The defendant excepts.

The defendant was called as a witness in his own behalf and testified as follows:-

Direct examination by Mr. Dalby.

I knew the husband of Lucy J. Bailey in his lifetime. He was a second cousin to my mother. I knew him as long as I knew anybody. I made my home with him for thirteen (13) years. I was fifteen years of age when I went into their home. I made it always my home. They had no children. It was at Cedar Falls, Iowa. His wife was Lucy J. Bailey mentioned in the note I gave. I left Cedar Falls and came to Minnesota in November, 1904, where I have lived ever since, farming and dairying near Excelsior in Carver County. I have known Lucy J. Bailey ever since I was an infant. I left that family about two years before I came to Minnesota. I moved out of the house and into a different home about two years before. I went to school at Ames, Iowa. I had some money matters with Mrs. Bailey's husband in September, 1898 and 1899. I had two transactions with him. I had a \$150. transaction in 1898 with him and another \$150. transaction in 1899. I gave him a statement in one of these transactions. I think it was a note order that whenever I was able, after I got through school, I would pay it back if I was able, if he needed it, if he called for it. I actually received \$300.00. One-half each separate year. I gave him a note for \$150. in 1898. When I got to school, he sent me the other \$150.00 and I wrote him a statement that I had received the money and gave him a receipt for it. I made two separate acknowledgments of having received the \$300.00. The second one was after I had left. It was left in two notes, or left in the one note and then he had the receipt. His name was Warren Bailey. He lived at Cedar Falls, Iowa. He died in August 1900. He sent for me to come out there when he was very sick. He died at Cedar Falls. His estate was probated at Troy, Missouri. That was the old family homestead where I came from and where he came from. He must have had quite a lot of property in his own name but he left no Will. He never asked me to pay the \$300.00. I know that his property was probated at Troy, Missouri. I believe that was where the business was done, or, I didn't see the business. He never called on me in his lifetime to pay the money to him. I don't claim I paid him. No body after his death and after administration of his estate made any demand or claim that they held that note. No one as administrator informed me of that note being in his estate in any way. The next time that this note question was discussed was while I was living with Mrs. Bailey. She said she had these notes; she had saved them out. I cannot give the year. Some two or three years afterwards. I don't just remember. It was while I was living with her. In a conversation it was brought up, speaking of a thing that had happened, and one thing and another in a conversational way, was all. I made my home at Mrs. Bailey's home after her husband's death. About 2½ years I think it was; along in 1902 or 1903. While I was living there, I was married. I rented the place of her after her husband's death and she lived with us after I was married. I was at Ames part of the time. I was married in March, 1902, I think. She never gave me any money for any note of any kind. Then we sort of separated. I was on the road and away, so I moved to the normal, because she was away so much of the time hereself. She visited me in Carver County twice.

She spent two or three weeks there in August, 1905, and again in July, 1910, or along in the early part of August. The matter of the old notes was not discussed at all when she was here in 1905, but it was discussed on her second visit in 1910. I owed Lucy J. Bailey no money in August, 1910. I signed the note in question. On the first of August, 1910, I was at my home in the northern part of Carver County. I was not in Cedar Falls, Iowa, on August 1st, 1910. Last time I was there was two years ago, in December I think it was, in 1912. It was before Lucy J. Bailey's death. I believe it was three years ago I was there. It was that fall after she died. On August 1st, 1910, she, my wife and I were at our home. I signed the note in the dining room in my home in Carver County, Minnesota, in the presence of my wife and Mrs. Bailey. She visited me something more than 10 days. This note matter was not brought up before that date. It was the first and only time. I brought it up in conversation there. I asked her about it. I don't know how long the discussion took. She happened to be visiting there and it came up. I don't know just what time it took. Before I came to this State, I was traveling on the road and handling dairy supplies and cream separators. I was making out notes for people and selling people and wanted a blank note. I always carried a pad of notes with me. My wife heard my conversation with Mrs. Bailey. I think she took part in it. Mrs. Bailey staid at my home just a few days then went back to Iowa. The paper marked "Exhibit 2" is a draft for \$18.00 which I sent to Mrs. Bailey. I got that draft August 5th, 1911, at Excelsior and mailed it by letter to Mrs. Bailey. I know her signature. I think it is her signature on the back of the draft. The draft was returned to me in a letter from her a week or so after I sent it. It came back with her endorsement as it is now. I took the draft to the bank and cashed it, after endorsing it myself. So far as I know, she never got the \$18. called for in the draft. She mentioned the draft in a letter in which she returned the draft. I don't know where that letter is. When we bought the place where we are now, I suppose with other papers it was destroyed. I have hunted for it since this suit came up. I can't find it. We burned a large quantity of letters. The letter was from Cedar Falls, Iowa. My wife saw it. We have hunted together for it. Both of us have looked over all the papers. If the letter is in our house, I cannot find it. I have a fair recollection of the contents of that letter, I don't know the words, but I know something of what was said. We carried on a correspondence right along. My wife does most of the writing. I don't know whether she or I wrote the letter sending the draft. She does most of the writing. I got the draft at the bank in Excelsior and paid \$18. for it. I don't remember what was in the letter that we sent to Mrs. Bailey. Her answer was quite a letter; there wasn't very much in regard to the note, but the letter was a friendly letter telling about things and folks we knew. Just a family letter. The letter which I received came about a week

as I remember it, after I sent the other letter, between the 10th and 15th of August. It was within a very short time after I sent the draft. The postal card Marked "Exhibit 3" is from Mrs. Bailey to my wife.

"Exhibit 3" offered and received in evidence.

Mr. Dalby read the same as follows:- "Arrived in De Kalb Saturday evening. Would like to hear from you and know if you got my letter from Waterloo. Hope you are well and will write me soon. L. J. B."

The reason that we have this and not the other letter is that, at the time, postals were a kind of a keepsake; at the same time we happened to have a stack of postal cards; it is a picture of the town where I went to school, kind of a keepsake. Cedar Falls where I went to school. I filed it or just stuck it in a pigeon-hole with another bunch of postal cards. I had received a letter from her some time before in that month. That was the letter which contained the draft. It was not a picture postal card. It was addressed to my wife. My wife knows about that letter.

Cross examination by Mr. Bowler:-

Lucy J. Bailey resided in Iowa at the time the note was given. She lived with one sister part of the time and the other sister part of the time. I don't know which she claimed as her residence at that time. She had one sister at Cedar Falls and another at De Kalb. I don't know just which one she was making her home with at that time.

Question by Mr. Bowler:- The consideration of this note was your debt to the husband of Lucy J. Bailey, was it not?

Mr. Dalby:- Now, I object to that as assuming something not properly in evidence.

The Court:- Well, this is cross examination; objection overruled. You can ask him what he gave that note for; I suppose he can explain it.

Mr. Dalby:- He doesn't know what consideration means, I don't believe.

The Court:- Oh, yes, he does.

Mr. Bowler:- For what reason, on what account was that note given?

Witness:- I don't just understand what you mean.

Mr. Bowler:- What was it given for?

Witness:- Why, I presume the fact that there had been that note and receipt in existence from this Mr. Warren Bailey at some time, and she was his wife and that I wanted to settle that up so that if it ever should come up against me I wanted it out of existence, either, or something to account for it.

Mr. Bowler:- And to clean those two matters up this note was given?

Witness:- Yes, sir, if she would, if there was anything in existence I wanted it brought out trying to settle up in some way.

MRS. Lena Palmer called as a witness on behalf of the defendant, testified as follows,-

Direct examination by Mr. Dalby.

My full name is Helena Palmer. I am the wife of the defendant. We have been married eleven (11) years. I lived at Shell Lake, Iowa, before I was married. I have not known Lucy J. Bailey as long as my husband has. I have known her about thirteen (13) years. I did not know her husband. Mrs. Bailey lived with my husband and me after we were married at Cedar Falls something over a year. It was during the years 1902 and 1903. She was a part of our family for something over a year. I never heard any discussion of the \$300. matter between my husband and Mrs. Bailey during that time. We came to Carver County, Minnesota, to live in 1904. About two miles from Excelsior; this has been our permanent home ever since. Mrs. Bailey visited us about the second year we were here. She remained several weeks on a friendly visit. This note matter was not talked of so far as I ever heard.. She visited us in July and August, 1910, and staid quite a while on a friendly visit. The note matter then came up for discussion. I was present when the note was made out. I know the facts relating to the note. Mrs. Bailey, my husband and I visited about it and talked it over together. Mr. Palmer, my husband, brought the matter up first. If she came to our home to collect the note, we knew nothing about it.

Mr. Dalby:- Now, then, I wish you would tell us here as near as you can what you remember of the discussion at that time among you three people.

Mr. Bowler:- Now, wait a moment, Mrs. Palmer; that is objected to as incompetent and immaterial, calling for a conversation with a deceased person, calling for an admission from or a conversation with a deceased person from a witness who is an interested party; on the further ground that it is an attempt to vary the terms of a written instrument; and on the further ground that the defense sought to be proven is not pleaded.

The Court:- The only question in this case is consideration of that note under the pleadings. Well, I am going to overrule the objection; I don't really know what this witness is about to testify to; it may be she is about to testify something that would be proper.

Mr. Bowler:- May all her evidence be taken subject to that objection?

The Court:- Very well; it will be, with the understanding if there is any immaterial matter disclosed by her testimony, counsel will move to strike it out. Now, you may go on, Mrs. Palmer, and tell what was said between the three of you on that occasion.

Witness:- Well, Mr. Palmer asked about these old notes, and if there was ever anything coming up he wanted to know about it, and he said that he would like to see that it was settled. Well, she said she didn't know whether she had the old notes or not, but if he wanted to make out a note, a new one, she would return the old one; and so he made out the note with that understanding that the old notes or whatever they were should be returned, and we found the old note in the desk at home, the old blank, I hunted it up myself, found it in the writing desk, and it was made out there; and we were busy - - We had a blank in the house. When I say the old note, I mean this one. I found it in the writing desk. We had some of the old papers left in the desk. The note was made out and Mr. Palmer signed it, but she says, - "I don't expect to ever call for it unless I come to want"; that was the conversation, because he wanted to settle it if there was anything to be settled then and there and have it done with. She said she would go home and, if she could find the two old notes, she would return them, but we never got them. She said that, if she didn't find them, there would be nothing more done with it. He wanted to get this thing he had signed when he was a young boy. She thought she had them, she thought she knew where they were, but she wasn't sure. She would look and see. There were a number of things she didn't keep with her regular papers. She had her papers in a box at the bank, but those were not in there; they were left in books that remained in the home of Mrs. Bailey. She had books in Mrs. Cummins' home. She said they might be there because she didn't connect these with the rest of her business at all. The note was signed in the dining room of our home over near Excelsior in this County. I am positive of that. She staid some time after the note was signed; several days perhaps into weeks: I don't remember just how long, but she was there quite some time after, because she came to make us a visit as she did as often as she could and we did her when we could. I am sure the note wasn't made in Cedar Falls, Iowa. She went from our home to Cedar Falls and Waterloo. She was ~~with~~ a resident of Illinois at that time. She had taken up her residence at this time in De Kalb Illinois. We got a letter from her while she was in Waterloo and Cedar Falls. She went home then; she went to De Kalb. She wrote us a friendly letter before she went to De Kalb. I know her writing. "Exhibit 3" is in her handwriting. We received this card through the mail about August 31st. We got a letter from her with the draft. I put the draft in a letter and sent it; I remember that. I wrote the letter and sent it to Mrs. Bailey. I think the letter came to me; I did most of the social writing. I think it was addressed to me like the postal card. We haven't the letter. We have searched the house high and low for it. We had it, and when we moved I cleaned out the writing desk, as I often do, and all the social letters were disposed of. We were saving up all our cards. The children enjoy looking at them, so we always save postal cards. We didn't think anything about these old letters. I have searched all over but I cannot find that letter. It was a social letter. I have a recollection of what was in the letter. I think I could tell now fairly and truly the contents of that letter. I cannot tell it word for word. I remember she spoke about the draft being returned. She said

she returned the draft or interest because she wasn't able to find the old note, and she would return the draft and drop the matter; if she found the old note, it would be all right; if not, it would be all right. The letter was written in August 1911. I guess about the last of August. She died about the 11th of September of the same year. She was taken sick very suddenly. The card was the last we heard from her. On the 11th of September, I had written a letter stating that we had received the draft and we don't know whether she received it just before she was taken away or whether it reached her just after. I never saw Mrs. Bailey again after August, 1911. That is the only time I ever heard the note matter discussed either before or after.

The defendant was then recalled and testified as follows,-

I never paid nor sent any money to Mrs. Bailey except this draft. I have never paid the \$18. interest endorsed on the note because I got the draft back and cashed it myself. That is all I know about it.

MR. Bowler:- The plaintiff now moves to strike out the testimony of Mrs. Palmer concerning the conversation at her home at the time of the making of the note, and her recital of the contents of the letter written by Mrs. Bailey to her or Mr. Palmer, and on the grounds heretofore stated.

The Court:- The motion will be denied.

Plaintiff excepted.

The defendant then offered in evidence "Exhibit Y", being a certified copy from the Probate Court of De Kalb County, Illinois, of the report of the administrator and disposition of what personal property was left, including this particular note. Mr. Dalby then read the following parts of said certified copy into the record,-

"And I, S. M. Henderson, do further certify that the following is a true copy of one of the receipts or vouchers filed with said report- 'Received from E. C. Lott executor estate Lucy J. Bailey note of Henry Palmer \$300. and six per cent. interest from August 1, 1911: this note is very doubtful and agreement with you is that, if you are able to collect part or all of it, that you are to pay one-half of sum collected to your sister Cora P. Fraser, De Kalb, Illinois, October 21, 1912. (Signed) Nancy J. Cummins, Cedar Falls, Iowa, October 22, 1912.'"

Mr. Bowler:- The plaintiff admits that the paper from which counsel has read is a duly certified copy by the Probate Court of De Kalb County, Illinois, of proceedings had in said Court in the matter of the estate of Lucy J. Bailey, deceased, but plaintiff objects to the same as evidence on the ground that it is immaterial and has no bearing upon the issues in this action.

The Court:- The only question in this case, Mr. Dalby, is the question of consideration; as the evidence now stands, the Court is obliged to charge this jury that the plaintiff, Nancy J. Cummins, was the owner of this note at the time of the commencement of this action, and she is the proper person to bring this action. I don't suppose you have any objection to that, Mr. Bowler. Is that all?

Mr. Bowler:- That is all.

Both parties rest.

Mr. Bowler:- The plaintiff further moves to strike out the evidence of both Mr. and Mrs. Palmer as to the conversation had with Lucy J. Bailey and as to the contents of the letter written by her at the time she returned the draft, on the ground that neither the letter nor conversations tend in any degree to prove want of consideration. But, if admissible for any purpose, they tend to prove only a conditional delivery of the note which is not pleaded. That, in addition to the reasons formerly stated.

The Court:- There isn't any pleading here, as I understand it, to that effect.

Mr. Dalby:- No, we claim, Your Honor, we never received any consideration for the note.

The Court:- Well, some of the testimony of Mrs. Palmer may have some bearing upon the question of consideration, and for that reason the motion will be denied.

Mr. Bowler:- The plaintiff moves the Court to instruct the jury to return a verdict in favor of the plaintiff and against the defendant for the sum of \$300. with interest thereon from the first day of August 1910, at the rate of 6% per annum to the first day of August, 1911; and at the rate of 8% per annum from the first day of August, 1911, to date.

The Court:- Is there any objection to that motion, Mr. Dalby?

Mr. Dalby:- Yes, sir.

The Court:- Well, I will have to submit it to the jury under the laws. It will be denied in view of the fact that the defendant objects to it.

Mr. Dalby:- I move that the Court direct a verdict in favor of the defendant on the ground that on the uncontradicted testimony before the Court the evidence establishes that no consideration was ever given for this note and none was ever received by Mr. Palmer, the defendant who signed it.

Mr. Bowler:- I interpose the same objection.

The Court:- The motion will be denied.

At the conclusion of the arguments to the jury,

The Court charged the jury as follows,-

C H A R G E.

Gentlemen of the Jury:-

Nancy J. Cummins, the plaintiff in this action, brings this suit against the defendant, Henry Palmer, to recover the amount of a certain promissory note made and executed to one Lucy J. Bailey, I think it is, is it not?

Mr. Bowler:- Lucy J. Bailey.

The Court:- Lucy J. Bailey, on the first day of August, 1910. It now devolves upon the Court to state to you the law by which you are to be guided in determining the issue of fact in this case for this jury to determine.

I take, it, Gentlemen, that there is but one defense interposed by the answer and raised by the proof, and that is the defense of want of consideration.

It appears from the evidence in this case that the defendant, Henry Palmer, lived in the household of one Mr. Warren Bailey, in the State of Iowa, 'way back in 1898, and probably before that time, and that he borrowed money from Mr. Bailey for the purpose of enabling him to attend school, I believe \$150. at one time and \$150. at another. He gave a note to Mr. Warren Bailey for \$150., and some statement with respect to the other \$150. However, he admits having received from Mr. Warren Bailey, the husband of Lucy J. Bailey, the sum of \$300, to enable him to attend school.

After this money was given to Mr. Palmer, the defendant in this action, Mr. Bailey died, and his widow, Lucy J. Bailey, survived him. It appears from the evidence that they were distant relatives, and that they were friendly during the time that the old people lived. It also appears by the evidence that Lucy J. Bailey visited the defendant's home here in Carver County, some time in 1900 and, or 1905 and, I think, 1910 at the time of the execution of this note, and that a talk was had respecting this money which the husband of Lucy J. Bailey had given to the defendant Henry Palmer, and that the defendant, Henry Palmer, suggested that he execute this note, upon which this suit was brought, for the purpose of settling up this old claim, and with the understanding, as the evidence discloses, that in the event that anything would turn up, why this note would show for it, and that he was to receive this old note which he had given to the husband of Lucy J. Bailey, and this other statement of account.

It appears further from the testimony that, after the execution of this note in August, 1910, Lucy J. Bailey died, in Illinois, or in Iowa, I don't know which, in September, 1911. However, some time in September, 1911, and this note in controversy was found by the executor of the estate, and found its way into the probate court of the State of Iowa- -

Mr. Bowler: Illinois.

The Court:- Illinois, yes; well, it matters not. And an executor of the last Willand Testament of Lucy J. Bailey ~~had~~ got possession of that note, and it was during the course of the proceedings had in the Probate Court, turned over to Nancy J. Cummins, the plaintiff in this action, and she brings this suit to recover upon that note.

Now the question, Gentlemen, for your consideration is whether or not there was any consideration whatever moving from Mrs. Lucy J. Bailey to the defendant, Henry Palmer, for the execution of the note in controversy. I have stated the facts as I recall them and it is for you to determine from the evidence that has been produced here upon the trial whether or not there was any consideration for that note.

Now, if you find from the evidence, as claimed by the defendant, that he gave the note to Mrs. Bailey on the understanding that this note was to be given for the old note to her husband, which she was to return to him, and that she never returned the old note, then you should take those matters into consideration in determining whether or not there was any consideration for the execution of this note in controversy.

Even, if Mr. Palmer had received some money from Mr. Warren Bailey some years ago, that did not make him liable to Lucy J. Bailey.

If you find from the evidence even that Mr. Warren Bailey did give this \$300, which is a fact, it is not disputed, testified to by the defendant here, that did not entitle any other person to collect that note unless the same was duly transferred or assigned to them. No matter if Mr. Bailey gave money to Mr. Palmer, that, of itself, does not make him responsible to someone else. The law is, Gentlemen, that where the consideration is the maker's debt, to the decedent, that would be to Warren Bailey, it will not support a note made to his widow, or even to his personal representative, if the debt did not pass to such representative.

Now, then, you have a right to consider whether or not the debt which the defendant Henry Palmer owed Warren Bailey, the husband of Lucy J. Bailey, passed to Lucy J. Bailey and was her property at the time of the execution of this note in controversy, in determining whether or not there was any consideration for the execution of this note.

If you find from the evidence, Gentlemen of the Jury, that Lucy J. Bailey did not - that the debt from Henry Palmer to Warren Bailey was not transferred to Lucy J. Bailey, the widow of Warren Bailey, then and in that case the defendant, Henry Palmer, the defendant in this case, did not owe Mr. Bailey anything, and there would not be any consideration for the execution of that note. I think you fully understand that principle of law, Gentlemen.

Now, you have heard the testimony in this case, Gentlemen of the Jury, and something has been said by counsel to you in respect to the admissibility of testimony that ought to be received upon the trial of this case, and in an action involving a man's interest and property rights, his evidence of conversation with a deceased person the law does not permit; but his wife may testify, and you should

take her testimony on the same basis as any other testimony into consideration in determining the issues involved in this case for your consideration.

Now Gentlemen, it is your duty to take the law from the Court as the Court has seen fit to give to you, and apply the law so given to the facts as from the evidence you find the facts to be. The Court has no right to indicate to you in any manner how you should determine that question of fact which is submitted to you for your consideration, that is, consideration for the making and execution of that note.

Now Gentlemen, I have prepared two forms of verdict. In the event you find in favor of the plaintiff under the instructions which I have given you, your foreman will sign this form of verdict, which reads as follows, after the title: "We, the Jury in the above entitled action, find for the plaintiff, and assess her damages in the sum of \$390." Your foreman will sign that form of verdict, and you will return it into Court.

In the event you find in favor of the defendant, your verdict will be as follows: "We, The Jury impaneled and sworn in the above entitled action, find for the defendant". Your foreman will sign that form of verdict, and you will return it into Court.

Now Gentlemen, you will take this case, give it your fair, honest, candid, conscientious consideration, and return such a verdict as you determine the evidence in the case and the law as the Court has given it, will justify. When you have done that, you will have performed your full duty in this case.

Swear an officer, Mr. Clerk, to take charge of this Jury.

Mr. Bowler:- The plaintiff excepts to that part of the charge in which the Court submits to the jury the question of the conditional delivery of the note on the ground that such question is entirely without the issues as made up by the pleadings.

"EXHIBIT "A".

UNITED STATES OF AMERICA.

State of Illinois,
DeKalb County.

In County Court, in Probate,
September Term, A.D. 1911.

Pleas before the Honorable William L. Pond, County Judge of the County of DeKalb, in the State of Illinois, and presiding Judge of the County Court, in and for the said County, in the State aforesaid, at a Term thereof, begun and held for the despatch of Probate business at the Court House, in the City of Sycamore, in said County, on the first Monday (being the 4th day) of September, A.D., 1911.

Present, Honorable William L. Pond, County Judge.

S. M. Henderson, Clerk.

Frank C. Poust, Sheriff.

Attest: S. M. Henderson, Clerk.

Be it remembered that afterward, to-wit: on the 18th day of September, A.D., 1911, the same being one of the days of the September Term, A.D., 1911, of said Court, the following was had and entered of record in said Court, in the words and figures followin^g, to-wit:

In the Matter of the Estate of: Petition for Probate of Will
 :
Lucy J. Bailey, Deceased. : and Letters Testamentary.

Now, on this day comes Edward C. Lott and files herein and presents to the Court his petition in writing for probate of the last Will and Testament of Lucy J. Bailey, late of DeKalb County, deceased;

And also surrenders to the Court an instrument in writing purporting to be the last Will and testament of the said Lucy J. Bailey, late of DeKalb County, deceased;

And also surrenders to the Court an instrument in writing purporting to be the last Will and testament of the said Lucy J. Bailey, deceased.

And the Court having read said petition, and being fully advised in the premises, it is ordered that this cause be set for hearing on the 23rd day of October, A.D., 1911.

Be it remembered that afterward, to-wit: on the 23rd day of October, A.D., 1911, the same being one of days of the October Term, A.D., 1911, of said Court present same at the beginning of the September Term, 1911, the following among other proceedings was had and entered of record in the words and figures following, to-wit:

In the Matter of the Estate of) Petition for probate of Will
)
Lucy J. Bailey, deceased.) and Letters Testamentary.

Now, on this day, this cause coming on for further hearing by the Court, the Court finds from the allegations in said petition contained, and from the evidence adduced in open Court, that the following named persons are all the heirs at law and legatees of the said Lucy J. Bailey, deceased, to-wit: Nancie A. Lott, Eva S. Holt, Edna N. Wilson, Cora P. Fraser and Nancy J. Cummings.

And that each of said named heirs at law and legatees of said deceased has been duly notified of the pendency of this proceeding by a copy of said petition mailed to them by the Clerk of this Court in time and manner as required by law.

State of Illinois, : In the County Court of DeKalb County
: -ss-
DeKalb County. : In Probate.

An instrument of writing purporting to be the last will and testament of Lucy J. Bailey, deceased, filed herein on the 18th day of September A.D., 1911, with a petition asking that said instrument be admitted to probate, showing an endorsement by the judge of said Court, setting said cause for hearing on the 23rd day of October, A.D., 1911; and it appearing to the Court that William L. Pond, County Judge of said County of DeKalb is a subscribing witness to said will and that testimony of said witnesses is necessary to the proof of the same, ordered that said witness go before the Circuit Court of said County and there make proof of the execution of said will.

William L. Pond,
Judge.

Be it remembered that afterwards, to-wit: on the 24th day of October, A.D., 1911, the same being one of the days of the October Term A.D., 1911, of said Court, presents same as at the beginning of the September Term, A.D., 1911, of said Court, the following among other proceedings was had and entered of record in said Court in the words and figures following, to-wit:

In the Matter of the Estate of: Petition for Probate of Will
: Lucy J. Bailey, deceased. : and Letters Testamentary.

Now is presented to the Court the certified copy of the record from the Circuit Court as to the proof of will and the same is filed and ordered recorded.

And now comes Alice C. Pond, one of the subscribing witnesses to the aforesaid instrument in writing, purporting to be the last will and testament of Lucy J. Bailey, deceased, and being first duly sworn, testifies to the due execution of said instrument by the said Lucy J. Bailey, deceased and her attestation thereof, according to law, on the date hereof, as and for the last will and testament of the said Lucy J. Bailey, deceased, and at the execution of said instrument said witness believed said testatrix to be of sound mind and memory, and under no constraint, which testimony is ordered by the court to be entered of record in full.

And the Court being now fully advised in the premises, it is ordered that said instrument be and the same is hereby declared to be fully and sufficiently proven and authenticated as the true last will and testament of the said Lucy J. Bailey. And it is further ordered that said will be entered of record.

Letters Testamentary.

State of Illinois, In County Court, in Probate,
DeKalb County. November Term, 1911.

The People of the State of Illinois, to all to whom these Presents shall come, GREETING:

Know Ye, That whereas, Lucy J. Bailey late of the County of DeKalb and State of Illinois, died on or about the 10th day of September, A.D. 1911, as it is said, after having duly made and published her Last Will and Testament, a copy whereof is hereunto annexed, leaving, at the time of her death, property in this State, which may be lost, destroyed or diminished in value, if speedy care be not taken of the same; and inasmuch as it appears that Edward C. Lott has been appointed executor in and by the said last will and Testament to execute the same;

Now, to the end that the said property may be preserved for those who shall appear to have a legal right or interest therein, and that the said Will may be executed according to the request of the said testatrix, we do hereby authorize the said Edward C. Lott as such Executor, to collect and secure all and singular the goods and chattels, rights and credits which were of the said Lucy J. Bailey at the time of her decease, in whomsoever hands or possession the same may be found in this State, and weill and truly to perform and fulfill all such duties as may be enjoined upon him by the said Will, so far as there shall be property and the law charge him, and in general to do and perform all other acts which now are or hereafter may be required of him by law.

Witness S. M. Henderson, Clerk of the County Court of the said County of DeKalb, and the seal of said Court, this 6th day of November, A.D., 1911.

S. M. Henderson

(L. S.)

Clerk of the County Court.

State of Illinois,
- ss -
County of DeKalb.

I, S. M. Henderson, Clerk of the County Court, in and for the County and State aforesaid, do hereby certify that the above and foregoing are true, perfect and complete copies of the orders of said Court admitting the last Will and Testament of Lucy J. Bailey to probate, and of the Petters Testamentary issued by order of said Court to Edward C. Lott, as executor of said Last Will and Testament of Lucy J. Bailey, deceased.

All as shown by the records and files in my office remaining.

In witness whereof, I do hereunto set my hand and affix the seal of said Court at Sycamore, in said County, this 27th day of September, A.D., 1913.

S. M. Henderson,

Clerk

(County Court)
(Seal)

EXHIBIT "B".

I, Lucy J. Bailey of Cedar Falls Iowa being of sound mind and memory hereby make and publish and declare this to be my last Will and Testament

1st- It is my will that all my just debts and funeral expenses be paid out of my property

2d - I give and bequeath to my sister Frances E. Fiscus the sum of one thousand dollars the same to be her property absolutely

3d - I give and bequeath to my sister Nancie A. Lott of DeKalb Illinois the sum of two thousand dollars the same to be her property absolutely.

4th I give & bequeath to my Niece Jancy J. Cummins all my silver ware and the sum of Five Hundred dollars.

5th I give & bequeath to Cora P. Fraser of Brookline Mass the sum of Five Hundred Dollars.

6th. I give & bequeath to my nieces Eva S. Holt and Edna N. Wilson the sum of two hundred dollars each,

7th I give devise & bequeath to my sister Frances E. Fiscus the use of all the rest of my estate-wheresoever situated and of whatsoever character- except some small personal effects which I may dispose of personally- during the full term of her natural life.

8th Upon the decease of my sister Frances E. Fiscus- I give & bequeath to Nancy J. Cummins my Niece the sum of one thousand dollars-

9th- Upon the decease of my sister Frances E. Fiscus & after payment of bequest in paragraph 8th hereof- I give devise & bequeath to my Nieces Nancy J. Cummins & Cora P. Fraser in equal shares the residue of my estate absolutely.

10th. I hereby appoint Edward C. Lott to be the Executor of this will and request that he shall give a bond of Twenty Five hundred dollars only. And I further will that this estate be continued during the life of my sister Frances E. Fiscus & that my executor shall under proper order of the Court have full power to sell & convey real or personal property for purposes herein provided & for the better investment.

11th It is my will that in case of the death of Edward C. Lott that the Commercial Trust and Savings Bank of DeKalb Illinois shall succeed him as my executor.

Dated January 18th, 1908.

Lucy J. Bailey (Seal)

On this 18th day of January, 1908, the foregoing instrument consisting of three sheets & eleven paragraphs was signed by the testatrix in our presence & was by her there & then declared to be her last will & Testament & we in her presence & at her request & in the presence of each other signed the same, as witnesses,

William L. Pond.
Alice C. Pond.

State of Illinois,

- ss -

County of DeKalb.

I, S. M. Henderson, Clerk of the County Court in and for the County and State aforesaid, do hereby certify the above and foregoing to be a true copy of a certain instrument of writing purporting to be the last Will and Testament of Leuy J. Bailey, deceased, filed in my office on the 18th day of September, A.D., 1911, and that the County Court has fixed upon the 23rd day of October, A.D., 1911, as the day for hearing on the probate of the same.

(County)	Given under my hand and the seal of said Court
(Court)	at Sycamore in said County, this 11th day of
(Seal)	October, A.D. 1911.

S. M. Henderson

Clerk.

The jury then retired and in due course returned a verdict for the defendant, which verdict was duly received and filed.

"Exhibit A" is the promissory note, an exact copy of which is set forth in the complaint herein.

"Exhibit 2" is the original bank draft for \$18.00 issued by the Minnetonka State Bank at Excelsior, Minnesota, payable to the order of Lucy J. Bailey, bearing the endorsements on the back thereof of Lucy J. Bailey and Henry Palmer.

* * * * *

I hereby certify that I have examined the foregoing transcript and have found the same to contain all of the evidence produced and all of the proceedings had on the trial of the above action, and the same is hereby signed, settled and allowed as a full case.

Dated this 18th day of January, 1915.

J. D. Morrison
District Judge.

Original.

No. _____

Office File _____

State of Minnesota

DISTRICT COURT,

CARVER COUNTY.

Nancy J. Cummins,
Plaintiff,

- vs -

Henry Palmer,
Defendant.

SETTLED CASE.

B. H. BOWLER
LAWYER
MINNEAPOLIS, MINNESOTA

Due and personal service of the within

Case

at _____, Minn., is hereby

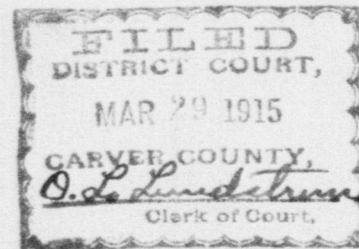
admitted this *19* day of *Dec.*

1914

Chas. A. Lacey

Attys. for

Deft.



STATE OF MINNESOTA,
COUNTY OF CARVER.

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT!

Nancy J. Cummins,

Plaintiff,)

- vs -

Henry Palmer,

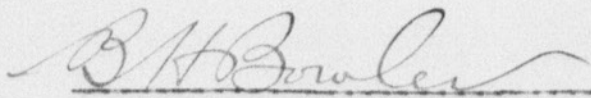
Defendant.)

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, which complaint is hereto annexed 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 Minneapolis, in the said County of Hennepin, within twenty days after 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 Three Hundred Dollars, with interest thereon at the rate of six per cent per annum from August 1st, 1910, to August 1st, 1911, and with interest thereon from August 1st, 1911, to the date of judgment herein, at the rate of eight per cent per annum, together with plaintiff's costs and disbursements herein, including One Hundred Dollars attorney's fees.

Dated April 22d, 1914.


Attorney for Plaintiff,
501 Loan & Trust Building,
Minneapolis, Minnesota.

Feb. 1.

EIGHTH JUDICIAL DISTRICT.

Plaintiff,)

COMPLAINT.

Defendant.)

[illegible]

Fol. 2.

One year after date, for value received, I promise to pay to the order of Lucy J. Bailey

at CITIZENS SAVINGS BANK, Cedar Falls, Iowa.

11 63 -

HENRY PALMER

That before the commencement of this action, said note was, for a good and valuable consideration, duly sold, assigned, en-

dorsed and delivered to the plaintiff, who is now the holder and owner thereof.

Tab. 4. That among other provisions of Section 3038 of the Revised Code of Iowa, now in full force and effect in the State of Iowa, is the following provision:

"The rate shall be six cents on the one hundred by the year in the following cases, unless the parties shall agree in writing for the payment of interest not exceeding eight cents on the one hundred by the year:

1. Money due by express contract;
2. Money after the same becomes due;
3. Money loaned;
4. Money received to the use of another and retained beyond a reasonable time, without the owner's consent, expressed or implied.
5. Money due on the settlement of accounts from the day when the balance is ascertained;
6. Money due on open accounts after six months from the date of the last item;
7. Money due, or to become due, where there is a contract to pay interest and no rate is stipulated."

That the said law of Iowa as above set forth is printed and published in the exact words so stated in the authorized edition of the Statutes of the State of Iowa, known and cited as the 1897 Revised Code of Iowa, which during or shortly previous to 1897 were duly enacted at a valid session of the Legislature of the State of Iowa and went into effect previous to the year 1898, and at all times since 1898 said section of said Iowa Statute has been and still is the law of the State of Iowa and in full force and effect.

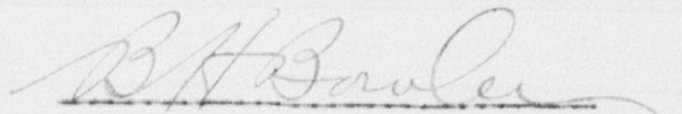
That the common law of Iowa, as repeatedly laid down by the Supreme Court of said State, authorizes and permits, and during all of the five years last past has authorized and permitted the making and execution of promissory notes containing the interest clause embraced in the note above set forth, and the courts of the state of Iowa invariably sustain and enforce the said interest clause.

That the plaintiff's attorney herein is a duly authorized, admitted and practicing attorney at law in all of the Courts of the State of Minnesota, and has been employed by the plaintiff to

collect said note and to bring this action thereon and prosecute the same to judgment, and has agreed to pay his said attorney the reasonable value of such services, and the reasonable value of such services is the sum of One Hundred Dollars.

Vol. 8 WHEREFORE, plaintiff demands judgment against the defendant for the sum of Three Hundred Dollars, with interest thereon at the rate of six per cent per annum from August 1st, 1910, to August 1st, 1911, and with interest thereon from August 1st, 1911, to the date of judgment herein, at the rate of eight per cent per annum, together with plaintiff's costs and disbursements herein, including One Hundred Dollars attorney's fees.

Dated April 22nd, 1914.



Attorney for Plaintiff,
501 Loan & Trust Building,
Minneapolis, Minnesota.

Original.

No. 189

Office File

State of Minnesota

District COURT,

Carver COUNTY.

Nancy J. Cummins,
Plaintiff,

- vs -

Henry Palmer,
Defendant.

*Served 5/7 by
B.H.B. Miss Palmer*

Summons and Complaint.

B. H. BOWLER
LAWYER
MINNEAPOLIS, MINNESOTA

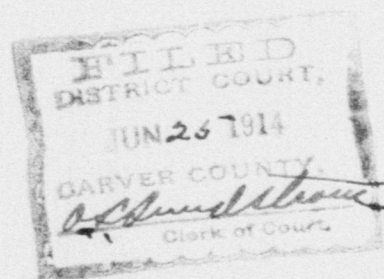
Due and personal service of the within

at _____, Minn., *is hereby*

admitted this _____ *day of* _____

191 _____

Attys. for _____



E190

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

EIGHTH JUDICIAL DISTRICT

Nancy J. Cummins,

Plaintiff,)

- vs -

Henry Palmer,

Defendant.)

* * * * *

TO Charles A. Dalby, Attorney for Defendant:

Please Take Notice that at the Chambers of said Court in the City of Chaska, in said Carver County, on *Monday* day, the 29th day of March, 1915, at eleven (11) o'clock in the forenoon of said day, or as soon thereafter as counsel can be heard, the plaintiff will bring on for argument her motion for judgment notwithstanding the verdict, or for a new trial herein in pursuance of the notice of said motion heretofore served herein and in pursuance of the stipulation entered herein on the 11th day of January, 1915. Said motion will be made on the grounds stated in said former notice and on the files, records and settled case mentioned in said former notice of motion.

Dated this 17th day of March, 1915.

B. H. Bowler
Attorney for Plaintiff,
#501 Loan & Trust Building,
Minneapolis, Minnesota.

Original.

No. _____

Office File _____

State of Minnesota

District _____ COURT,

Carver _____ COUNTY.

Nancy J. Gummins,

Plaintiff,

- vs -

Henry Palmer,

Defendant.

Notice of Motion.

B. H. BOWLER

LAWYER

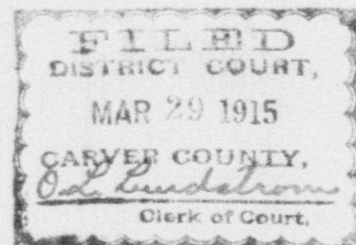
MINNEAPOLIS, MINNESOTA

Due and personal service of the within

at _____, Minn., is hereby

admitted this 17 day of March
1915

Larry
Palmer
Attys. for _____



Illegible
(Light Ink)

State of Minnesota
County of Hennepin

District Court,
8th Judicial district

Nancy J. Cummings, Plaintiff

-v-

Henry Palmer, Defendant

County of Hennepin--ss.

Henry Palmer, being duly sworn, says:---

He is defendant above named; that he has served his answer herein; that the same is so made and served in good faith; that he has stated all the facts to his counsel who also advises him he has an absolute defense to said note and defendant believes in the same; that at and upon the trial thereof defendant will offer and produce the evidence and substantiate every defense he pleads.

Further defendant says that said pretended motion to strike out his answer which clearly sets forth want of consideration as one of his defenses, is not made in good faith and is simply made to elicit from defendant, if possible his evidence which he expects to produce upon the trial.

Further affiant states and re-iterates his claim in his answer that he never received any consideration for said note, and he states that plaintiff and her attorney herein are well aware of said facts; and they are also well aware of the fact that said plaintiff never gave any consideration therefor, and is not in fact the true owner thereof, all of which defendant will support by competent evidence at the time of trial.

Further he says said note was not executed in Iowa, but in Minnesota, and in Carver county, and the reason he did not raise said issue in previous trial on said note is that there was in said trial no claim said note was executed in Iowa, and while defendant could raise said issue under general denial, he has in good faith pleaded all facts and raised directly all issues so that said plaintiff may fully prepare and not make any claim of surprise when said matter may come to trial.

And he makes this affidavit for the purpose of resisting said plaintiff's pretended motion to strike out his answer which he has submitted and submits to the court in absolute good faith.

Subscribed and sworn to before me
this 12th day of June, 1914.

Chas. A. Lacey
Notary Public, Hennepin county, Minn.
(Notarial Seal) My Commission Expires May 4th, 1917.

Henry Palmer

State of Minnesota

District court,

County of Carver

8th Judicial district

Nancy J. Cummings, Plaintiff

-v-

Henry Palmer, Defendant

County of Hennepin--ss.

Lena Palmer, being duly sworn, says:---

She is the wife of defendant above named, and further states that she knows the circumstances and facts surrounding the giving by defendant of the note pretended to be sued upon herein by plaintiff, and that she was present when said note was given and saw the same made and delivered.

And affiant states that said note was made and delivered to plaintiff's assignor at and in Carver county, Minnesota, and not in the state of Iowa.

Affiant further states that she knows of her own knowledge that neither plaintiff's pretended assignor, nor anyone for her, ever gave or delivered anything of value or otherwise for said note, and she will so testify if called upon in court, and that defendant, nor anyone for him, ever received from either or any of them anything of value whatever, and that no consideration ever passed for said note.

Subscribed and sworn to before me
this 10th day of June, 1914.
Chas. A. Lacey
Notary Public, Hennepin county, Minn.
My Commission Expires May 4th, 1917.
(Notarial Seal)

Lena Palmer

#189

State of Minnesota,
County of Carver,
District Court---8th Jud' Dis't

Nancy J. Cummings, Pl'ff

-v-

Henry Palmer, Def't

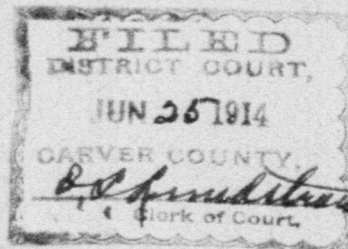
Counter Affidavits
on Plaintiff's Motion to Strike
Answer. ORIGINAL

*Copies served on
Plff's attorney June 18-1914
L.S.*

CHAS. A. DALBY,

ATTORNEY AND COUNSELOR AT LAW

711-712 The Phoenix, Minneapolis, Minn.



E190

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
EIGHTH JUDICIAL DISTRICT

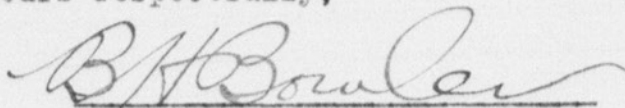
Nancy J. Cummins,	Plaintiff,)
- vs -)
Henry Palmer,	Defendant.)

* * * * *

SIR: - - - YOU WILL PLEASE TO TAKE NOTICE,
That the issue of law or fact in the above entitled
action will be brought on for trial at the next
General Term of the District Court to be held in and
for the County of Carver, at the Court House, in the
City of Chaska in said County, on the 12th day of
October, 1914, at the opening of said Court on that
day, or as soon thereafter as Counsel can be heard.

Dated - October 2nd, 1914.

Yours respectfully,



Attorney for Plaintiff.

To Charles A. Dalby,
Attorney for Defendant.

ORIGINAL.

No. 189

Office File _____

State of Minnesota

DISTRICT COURT,

CARVER COUNTY.

Nancy J. Cummins,
Plaintiff,

- VS -

Henry Palmer,
Defendant.

NOTICE OF TRIAL.

B. H. BOWLER
LAWYER
MINNEAPOLIS, MINNESOTA

#189

Due and personal service of the within

Notice

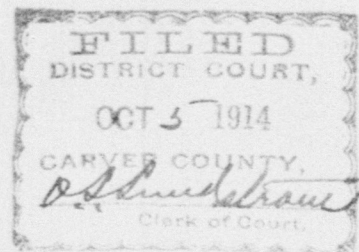
at _____, Minn., is hereby

admitted this 3rd day of Oct.,

1914.

Sally

Attys. for *Def.*



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

Nancy J. Cummings Plaintiff,
vs.
Harry Palmer Defendant.

Know all Men by these Presents, That we, Nancy J. Cummings,

as principal, and
Frank L. Bowler and J. M. Bowler

as sureties, are held and firmly bound unto the Clerk of the District Court afore-
 said, or his successor in office, in the sum of seventy-five dollars, lawful money of
 the United States, to be paid unto the said Clerk of said District Court, or his suc-
 cessor in office, for which payment well and truly to be made, we jointly and
 severally bind ourselves and each of our heirs, executors and administrators,
 firmly by these presents.

Sealed with our seals and dated this 6th day of October, 1894.

The condition of this obligation is such, that if the said Plaintiff in this action
 shall well and truly pay or cause to be paid to the said Clerk of said District Court,
 or his successor in office, all disbursements and costs that may be adjudged against
 the Plaintiff in this action, then this obligation shall be void; otherwise to remain
 in full force.

IN TESTIMONY WHEREOF, We have hereunto set our hands and seals this

6th day of October, A. D. 1894.

Signed, Sealed and Delivered in Presence of
Callison } as to Nancy
W. H. Ward } Cummings
B. H. Bowler } as to said
K. D. Trece } sureties

Nancy J. Cummings Seal
Frank L. Bowler Seal
J. M. Bowler Seal

State of ~~Iowa~~ ~~Minnesota~~
County of ~~Black Hawk~~ ss.

On this 14th day of October, A. D. 1914, before me, a
Notary Public, Nancy J. Cummings within and for said County, personally appeared

to me known to be the person described in, and who executed the foregoing and within instrument, and
acknowledged that he executed the same as her free act and deed.

Seal

N. J. Hostrop
Notary Public, County Iowa
My Commission expires Aug 11-1917

State of Minnesota,
County of Hennepin ss.
Frank L. Bowler
and J. M. Bowler

being duly sworn, say each for himself,
that he is one of the sureties above named; that he is a resident and freeholder of the State of Minnesota,
and worth the amount of Twenty-five Dollars, specified
in the foregoing bond, above his debts and liabilities, and exclusive of his property exempt from execution.

Subscribed and sworn to before me, this

8th day of October, 1914

B. H. Bowler
Notary Public, Hennepin County, Minn.
My commission expires May 1-1919.

State of Minnesota
County of Hennepin

On this 8th day of October, 1914, before
me a notary public within and for said
County, personally appeared Frank L. Bowler
and J. M. Bowler, to me known to be the persons
described in and who executed the within in-
strument, and acknowledged that they executed
the same as their free act and deed.

B. H. Bowler, Notary Public, Hennepin County, Minn. My commis-
sion expires May 1-1919.

#189
DISTRICT COURT,
Judicial District,
County of Carver

Nancy J. Cummings
vs.
Henry Babner

BOND FOR COSTS.

I hereby approve the within Bond and
the sureties thereon.

Dated Oct. 12-1914

W. D. Morrison
Judge.

B. H. Bowler
Plaintiff's Attorney
Minneapolis, Minn.

FILED
DISTRICT COURT
OCT 12 1914
CARVER COUNTY
CLERK OF COURT
E/190

N. W. MAIN 3483

B. H. BOWLER
LAWYER
501 LOAN AND TRUST BUILDING
MINNEAPOLIS, MINN.

November
Thirteenth,
1914.

Clerk of District Court,
Chaska, Minnesota.

Dear Sir:-

Will you kindly mail me
the exhibits in the case of Nancy
J. Cummins vs. Henry Palmer?

Very truly yours,

A handwritten signature in cursive script, reading "B. H. Bowler". The signature is written in dark ink and is positioned below the typed name "Very truly yours,".

DISTRICT COURT,
EIGHTH JUDICIAL DISTRICT.

Plaintiff,)

- vs -

Defendant .)

WHEREFORE, plaintiff demands judgment as demanded in the complaint.

B. H. Fowler

STATE OF MINNESOTA,
COUNTY OF HENNEPIN.

torney. B H Fowler

G. M. Bodson
Notary Public, Hennepin Co., Minn.
My commission expires Oct. 15, 1920.

Original.

No. 189

Office File

State of Minnesota

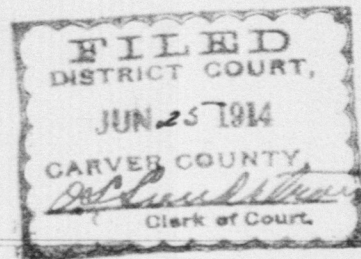
District COURT,

Carver COUNTY.

Nancy J. Cummins,
Plaintiff,

- vs -

Henry Palmer,
Defendant.



Reply.

B. H. BOWLER
LAWYER

MINNEAPOLIS, MINNESOTA

Due and personal service of the within

at _____, Minn., is hereby

admitted this _____ day of _____

191_____

Attys. for _____

E190

Received June 23 - Court of Justice

2000

Citizens State Bank

NO. 270

Excelsior, Minn.,

AUG 5 - 1911

19

Pay to the order of

Mr. F. J. Bailey - \$18.⁰⁰

Eighteen and no/100

NOT OVER TWENTY DOLLARS \$200 Dollars

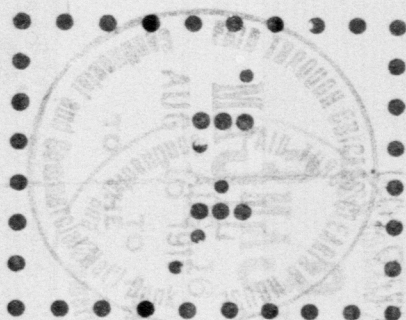
To CONTINENTAL NATIONAL BANK,
Chicago, Ill. }

Harry B. Whitland

CASHIER

Mrs. L. J. Bailey

Henry Palmer



Citizens State Bank

NO. 270

to cash

Excelsior, Minn., AUG 5 - 1911

19

00

Pay to the order of

Mr. F. J. Bailey - \$18.

Eighteen and no/100

NOT OVER TWENTY DOLLARS \$200 Dollars

TO CONTINENTAL NATIONAL BANK,

Chicago, Ill.

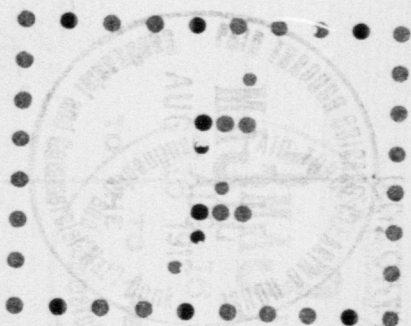
Harry B. Whitland.

CASHIER

Mrs. L. J. Bailey

Henry Palmer

PAY TO THE ORDER OF	
Continental and Commercial Nat'l Bank	
3520	OF CHICAGO, ILL. 3520
All Prior Endorsements Guaranteed	
CITIZENS STATE BANK	
EXCELSIOR, MINN.	
HARRY B. WISTRAND, Cashier	



MADISON C. BOWLER
LAWYER
501 LOAN AND TRUST BUILDING
311 NICOLLET AVE.
MINNEAPOLIS, MINNESOTA
N. W. MAIN 3483

October
Tenth,
1914.

Clerk of the District Court,
Chaska, Minnesota.

Dear Sir:-

Please find enclosed herewith bond
for costs in the last case of Cummins vs.
Palmer. Please file this bond.

I expect to be at Chaska on Monday,
but, if anything happens to prevent and if the
motion is made to dismiss because of our fail-
ure to file this bond, please call the Court's
attention to the fact that it is now filed.
Please also ask Judge Morrison to approve the
bond before you file it.

Very truly yours,

M C Bowler

Enc. I have arranged
with Mr. Pilgram to represent
me in your Court Monday.
Am already for trial, and
if the matter be set for
the 13th, or any day next week
I will be there. Bowler.

General
SPECIAL TERM

(NOTE—Write FIRM name in title. Write NAMES of both Plaintiff's and Defendant's Attorneys.)

NO. *189*

DISTRICT COURT
Carver COUNTY

Hancy J. Cummins
AGAINST

Henry Palmer

NOTE OF ISSUE

B H Bowler
Attorney for Plaintiff.

Chas. A. Calfy
Attorney for Defendant.

Will the clerk please file this note of issue
and enter the cause on the Special Term Cal-
endar of said Court for the *12th* day
of *Oct.*, 191*4*.

Yours, etc.,

B H Bowler
Attorney for *Pltff.*

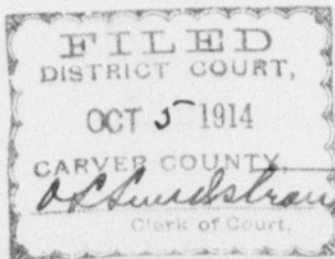


Exhibit A.

Vol. 1.

UNITED STATES OF AMERICA .

State of Illinois, : In County Court, in Probate,
: :
DeKalb County. : September Term, A. D. 1911.

Pleas before the Honorable William L. Pond, County Judge of the County of DeKalb, in the State of Illinois, and presiding Judge of the County Court, in and for the said County, in the State aforesaid, at a Term thereof, begun and held for the despatch of Probate business at the Court House, in the City of Sycamore, in said County, on the first Monday (being the 4th. day) of September, A. D. 1911.

2.

Present, Honorable William L. Pond, County Judge

S. M. Henderson, Clerk.

Frank C. Poust, Sheriff.

Attest: S. M. Henderson, Clerk.

Be it remambered that afterward, to-wit: on the 18th. day of September , A. D. 1911, the same being one of the days of the September Term, A. D. 1911 , of said Court, the following was had and entered of record in said Court, in the words and figures following, to-wit:

In the Matter of the Estate of : Petition for Probate of Will
: :
Lucy J. Bailey, deceased. : and Letters Testamentary.

3.

Now, on this day comes Edward C. Lott and files herein and presents to the Court his petition in writing for probate of the last Will and Testament of Lucy J. Bailey , late of DeKalb County, deceased;

And also surrenders to the Court an instrument in writing purporting to be the last Will and testament of the said Lucy J. Bailey, deceased.

4.

And the Court having read said petition, and being fully advised in the premises, it is ordered that this cause be set for hearing on the 23rd. day of October, A. D. 1911.

Be it remembered that afterward, to-wit: on the 23rd. day of October, A. D. 1911, the same being one of days of the October Term, A. D. 1911, present same at the beginning of the Sept. Term, 1911. of said Court, the following among other proceedings was had and entered of record in the words and figures following, to-wit:

In the Matter of the Estate of : Petition for probate of Will
Lucy J. Bailey, deceased. : and Letters Testamentary.

Now, on this day, this cause coming on for further hearing by the Court, the Court finds from the allegations in said petition contained, and from the evidence adduced in open Court, that the following named persons are all the heirs at law and legatees of the said Lucy J. Bailey, deceased, to-wit: Nancie A. Lott, Eva S. Holt, Edna M. Wilson, Cora P. Fraser and Nancy J. Cummings.

And that each of said named heirs at law and legatees of said deceased has been duly notified of the pendency of this proceeding by a copy of said petition mailed to them by the Clerk of this Court in time and manner as required by law.

State of Illinois, : In the County Court of DeKalb County,
:-ss-
DeKalb County. : In Probate.

An instrument of writing purporting to be the last will and testament of Lucy J. Bailey, deceased, filed herein on the 18th. day of September, A. D. 1911, with a petition asking that said instrument be admitted to probate, showing an endorsement by the judge of said court setting said cause for hearing on the 23rd. day of October, A. D. 1911; and it appearing to the Court that William L. Pond, County Judge of said County of DeKalb is a subscribing witness to said will and that testimony of said witnesses is necessary to the proof of the same, ordered that said witness go before the Circuit Court of said County and there make proof of the execution of said will.

William L. Pond,
Judge.

Be it remembered that afterwards, to-wit: on the 24th. day of October,
708 A. D. 1911, the same being one of the days of the October Term, A. D. 1911,
of said Court, presents same as at the beginning of the September Term,
A. D. 1911, of said Court, the following among other proceedings was had
and entered of record in said Court in the words and figures following,
to-wit:

In the Matter of the Estate of : Petition for Probate of Will
Lucy J. Bailey, deceased. : and Letters Testamentary.

Now is presented to the Court the certified copy of
the record from the Circuit Court as to the proof of will and the same
"9. is filed and ordered recorded.

And now comes Alice C. Pond, one of the subscribing witnesses to
the aforesaid instrument in writing, purporting to be the last will and
testament of Lucy J. Bailey, deceased, and being first duly sworn, testifies
to the due execution of said instrument by the said Lucy J. Bailey, de-
ceased and her attestation thereof, according to law, on the date thereof, as
and for the last will and testament of the said Lucy J. Bailey, deceased,
and at the execution of the said instrument said witness believed said
testatrix to be of sound mind and memory, and under no constraint,
"10. which testimony is ordered by the court to be entered of record in full.

And the Court being now fully advised in the premises, it is ordered
that said instrument be and the same is hereby declared to be fully and
sufficiently proven and authenticated as the true last will and testament
of the said Lucy J. Bailey.

And it is further ordered that said will be entered of record.

Letters Testamentary.

State of Illinois, : In County Court, in Probate,
:
DeKalb County. : November Term, 1911.

The People of the State of Illinois, to all to whom these Presents
fol. 11 shall come, GREETING:

Know Ye, That whereas , Lucy J. Bailey late of the County of DeKalb
and State of Illinois, died on or about the 10th. day of September, A. D.
1911, as it is said, after having duly made and published her Last Will
and Testament, a copy whereof is hereunto annexed, leaving, at the time of
her death, property in this State, which may be lost, destroyed or diminish-
" 2. ed in value, if speedy care be not taken of the same; and inasmuch as it
appears that Edward C. Lott has been appointed executor in and by the said
last Will and Testament to execute the same;

Now, to the end that the said property may be preserved for those who
shall appear to have a legal right or interest therein, and that the said
Will may be executed according to the request of the said testatrix, we do
hereby authorize the said Edward C. Lott as such Executor, to collect and
secure all and singular the goods and chattels, rights and credits which
" 3. were of the said Lucy J. Bailey at the time of her decease, in whoseever
hands or possession the same may be found in this State, and well and truly
to perform and fulfill all such duties as may be enjoined upon him by the
said Will, so far as there shall be property and the law charge him, and in
general to do and perform all other acts which now are or hereafter may be
required of him by law.

Witness, S. M. Henderson, Clerk of the County Court of the
(L.S.) said County of DeKalb, and the seal of said Court, this 6th.
" 4. day of November, A. D. 1911.

S. M. Henderson,

Clerk of the County Court.

State of Illinois, :
:-SS-
County of DeKalb. :

I, S. M. Henderson, Clerk of the County Court in and for the County and State aforesaid do hereby certify that the above and foregoing are true, perfect and complete copies of the orders of said Court admitting the last Will and Testament of Lucy J. Bailey to probate, and of the Letters Testamentary issued by order of said Court to Edward C. Lott, as executor of said last Will and Testament of Lucy J. Bailey, deceased.

Vol. 15 All as shown by the records and files in my office remaining.

In witness whereof, I do hereunto set my hand and affix the seal of said Court at Sycamore, in said County, this 27th. day of September, A. D. 1913.

S. M. Henderson
Clerk.

Exhibit B.

Vol. 1.
I Lucy J Bailey of Cedar Falls Iowa being of sound mind and memory hereby make and publish and declare this to be my last Will and Testament

1st- It is my will that all my just debts and funeral expenses be paid out of my property

2d- I give and bequeath to my sister Frances E. Fiscus the sum of one thousand dollars the same to be her property absolutely

3rd- I give and bequeath to my sister Nancie A. Lott of DeKalb Illinois the sum of two thousand dollars the same to be her property absolutely.

4th I give & bequeath to my Niece Nancy J. Cummins all my silver ware and the sum of Five hundred dollars.

5th I give & bequeath to Cora P. Fraser of Brookline Mass the sum of Five Hundred dollars.

6th. I give & bequeath to my nieces Eva S. Holt and Edna N. Wilson the sum of two hundred dollars each,

7th I give devise & bequeath to my sister Frances E. Fiscus the use of all the rest of my estate-wheresoever situated and of whatsoever character- except some small personal effects Which I may dispose of personally- during the full term of her natural life.

8th Upon the decease of my sister Frances E. Fiscus- I give & bequeath to Nancy J. Cummins my Niece the sum of one thousand dollars-

9th- Upon the decease of my sister Frances E. Fiscus & after payment of bequest in paragraph 8th hereof- I give devise & bequeath to my Nieces Nancy J. Cummins & Cora P. Fraser in equal shares the residue of my Estate absolutely.

10th. I hereby appoint Edward C. Lott to be the Executor of this will & request that he shall give a bond of Twenty Five hundred dollars only. And I further will that this Estate be continued during the life of my sister Frances E. Fiscus & that my executor shall under proper order of the Court have full power to sell & convey real or

personal property for purposes herein provided & for the better investment.

11th It is my will that in case of the death of Edward C. Lott that the Commercial Trust and Savings Bank of DeKalb Illinois shall succeed him as my executor.

Dated January 18th, 1908.

Lucy J. Bailey (Seal)

On this 18th, day of January 1908, the foregoing instrument consisting of three sheets & eleven paragraphs was signed by the testatrix in our presence & was by her there & then declared to be ^{Fol. 5} her last will & testament & we in her presence & at her request & in the presence of each other signed the same, as witnesses,

William L. Pond

Alice C. Pond.

State of Illinois, :
:-ss-
County of DeKalb. :

I, S. M. Henderson, Clerk of the County Court in and for the County and State aforesaid, do hereby certify the above and foregoing to be a true copy of a certain instrument of writing purporting to be the last Will and Testament of Lucy J. Bailey, deceased, filed in my office on the 18th. day of September, A. D. 1911, and that the County Court has fixed upon the 23rd. day of October, A. D. 1911, as the day for hearing on the probate of the same.

Given under my hand and the seal of said Court at Sycamore in said County, this 11th. day of October, A. D. 1911.

S. M. Henderson

Clerk.

State of Minnesota,
County of Carver

} ss.

IN DISTRICT COURT OF SAID COUNTY,

8th

Judicial District

OctoberTerm, 1914

IN THE MATTER OF

Nancy J. Gunning
vs. Plaintiff

Henry Salmer
Defendant

We, The Jury impaneled and sworn in the above entitled action, find for the defendant

D. H. Iltis

Foreman.

Dated at Shasky this 13th day of Oct A. D. 1914

189

DISTRICT COURT,

8th Judicial District

Oct. Term, 1914

State of Minnesota, }
County of Carver } ss.

VERDICT FOR DEFENDANT

IN THE MATTER OF

Nancy J. Cummings
vs. Plaintiff

Henry Palmer
Defendant

Filed in open Court the 13th
day of October 1914

O. J. Lundström
Clerk.

No. 864

Reg. E. - 190

State of Minnesota,
County of Carver,

DISTRICT COURT,

Eighth

Judicial District

Nancy J. Cummins

Plaintiff

Against

List of Jurors.

No. 11
189

Henry Palmer

Defendant

Attorneys Mark Here	NAMES	REMARKS
1	C. J. Toole	
2	Albert Miller	
3	D. Mackenthum	
4	John Baegemann	
5	Leonard Happ	
6	A. H. Sittis	
7	Anton Aretz Jr.	
8	William Neuman	
9	Otto Schamke	
10	Daniel Herrou	
11	William Kall	
12	John Tholus	
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		

11
No. 189

STATE OF MINNESOTA,

County of Carver,
DISTRICT COURT.

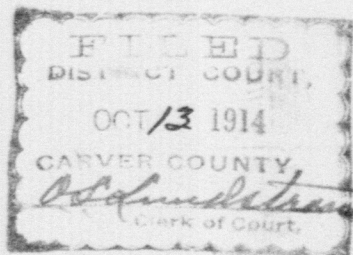
Nancy Cummings

Plaintiff

Against

Henry Palmer
Defendant

JURY LIST



No. 982

Reg. E. - 190.

Illegible
(Light Ink)

State of Minnesota District court
County of Carver 8th judicial district

Nancy J. Cummings, Plaintiff }
-v- } Answer
Henry Palmer, Defendant }

Denies any knowledge or information as to section 3038 of the statutes of the state of Iowa, or as to the statute or common law of Iowa relating either to change in interest on overdue negotiable paper or as to attorney's fees to be paid in suit thereon; but as to whether or not said allegations of the complaint are true, defendant alleges the fact to be that said note was neither made nor delivered in the state of Iowa, but was made and delivered in Carver county, Minnesota.

Defendant denies that plaintiff's assignor, mentioned in the complaint and the payee in said note, ever gave or delivered or that defendant or any for him ever received from either or any of them, or at all, any consideration or thing of value for said note.

Chas. A. Dalby,
Attorney for defendant,
711-12--The Phoenix, Minneapolis,
Minn.

Illegible
(Light Ink)

State of Minnesota, }
COUNTY OF HENNEPIN. } SS.

Chas. A. Dalby,

being duly sworn says he

is the ~~attorney for defendant~~ ~~in the foregoing entitled action;~~

that he has heard read the foregoing ~~answer~~

that the same is true of his own knowledge, except as to matters therein stated on information and belief, and as to such matters he believes it to be true.

And the reason this verification is not made by defend-

ant is that he is absent from said county, where affiant resides.

Chas. A. Dalby,

Subscribed and sworn to before me

this ~~21st~~ day of ~~May~~ A. D. 1910

Chas. A. Dalby,
CHAS. A. DALBY,

Notary Public, Hennepin Co., Minn.

My commission expires ~~Sept. 10, 1914~~

Sept. 10, 1914

{ NOTARIAL }
{ SEAL. }

State of Minnesota, }
HENNEPIN COUNTY. } SS.

DISTRICT COURT.

FOURTH JUDICIAL DISTRICT.

against

Plaintiff.

SUMMONS.

Defendant.

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, which complaint—is hereto annexed 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 Minneapolis, in the said County of Hennepin within twenty (20) days after 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—apply to the Court for the relief demanded in said complaint—take judgment against you for the sum of

Dollars, (\$)

with interest at the rate of per cent, per annum since the day of

together with Plaintiff's costs and disbursements herein.

Dated A. D. 1910.

CHAS. A. DALBY,
PLAINTIFF'S ATTORNEY,
MINNEAPOLIS, MINN.

#189

STATE OF MINNESOTA

COUNTY OF HENNEPIN

District Court, Fourth Judicial District.

Nancy J. Cummings,

Plaintiff.

vs.

Henry Palmer,

Defendant.

Answer ORIGINAL

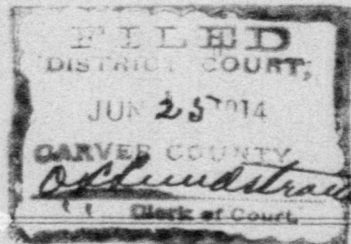
Due and personal service of the within

-----answer is-----admitted

this ---- 23 ---- day of --- May, 1914

Served @ office with

Attorney for plaintiff.



CHAS. A. DALBY,

ATTORNEY FOR defendant,

711-712 The Phoenix, Minneapolis, Minn.

E190