



[Minnesota.](#)
[District Court \(Carver County\).](#)
[Civil and Criminal Case Files and Index.](#)

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No. 782

DISTRICT COURT,
CARVER COUNTY, MINN.

Philip Henk
Plaintiff.

vs.

Peter Kasper et al
Defendant.

Baxter & Beck
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *October 23rd*, 18*72*
Register of Actions *"A"* Page *160*
Term Tried.....19.....
Judgment for.....
Amount of Judgment \$.....
Date of Judgment.....19.....
Judgment Book.....Page.....
Default Judgment Book.....Page.....
Date of Docketing.....19.....

on the 23^d day of October 1863
execute under their hands and seals and
deliver to the said Plaintiff a mortgage
bearing then date with the same term-
inory rate and conditions for the
payment of of the said sum of one
hundred and forty dollars with
the interest thereon according to the
conditions of said note by which the
said mortgagor mortgaged to the
said Plaintiff in fee the following
described piece or parcel of land
lying and being in the same County
of Carson Town & The South West $(\frac{1}{4})$ quarter
of the North East $(\frac{1}{4})$ quarter of Section
(27) twenty seven in Township one hundred
and sixteen of Range (23) twenty three
containing forty acres, which said
mortgage was duly acknowledged and was
afterwards recorded as a mortgage in the office
of the Register of Deeds of said County of
Carson on the 23^d day of October 1863
at ten o'clock in the forenoon of that day
in Book "D" of Mortgages on pages 184
and 187. And the Plaintiff further says
that there is now due and unpaid
from the said defendants to said
Plaintiff upon the said note and
mortgage the sum of one hundred

District Court
Carmen County

Philip Hunk
vs

Peter Kasper Saunders
et al

Complaint

Filed, October 23rd 1893
J. H. H. H. H. H.
J. H. H. H. H.

160.

Bayless Park
P. H. H. H. H.

and forty dollars with the interest thereon at the rate of twelve percent per annum from the said 23^d day of October A.D. 1863 and that no proceedings at law have been had to recover the debt secured by the said mortgage.

The said plaintiff therefore demands judgment that the said mortgage be sold and for the payment of the amount due the said plaintiff for principal and interest upon said promissory note and mortgage and his costs in this action, and that the said defendants and all persons claiming under them subsequent to the commencement of this action, and all other persons although not parties to this action who have any lien by judgments or otherwise upon the said mortgage premises subsequent to the said mortgage either as purchasers or incumbrancers or otherwise may be barred and foreclosed of all equity of redemption in the said premises and that the said plaintiff have such other and further relief as the said court as ^{Justice} ~~shall~~ first and main.

Barth P. Beck

Plaintiff, Attorney

No. 782

DISTRICT COURT,
CARVER COUNTY, MINN.

Philip Henk

Plaintiff.

vs.

Peter Kasper et al.

Defendant.

Baxter & Peck

Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *October 23rd, 1873*

Register of Actions *"A"* Page *160*

Term Tried *19*

Judgment for

Amount of Judgment \$

Date of Judgment *19*

Judgment Book Page

Default Judgment Book Page

Date of Docketing *19*

No. 783

DISTRICT COURT,
CARVER COUNTY, MINN.

Florian Linenfelser and
George Haber, Copartners as Linenfelser & Haber
Plaintiff.

vs.
Lucius Howe & Emerson S. Howe
Copartners as L. Howe & Son
Defendant.

Baxter & Peck
Plaintiff's Attorney.

J. A. Sargent
Defendant's Attorney.

Date of Entry October 24 1873
Court Register
Register of Actions A Page 163

Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$ 310.89

Date of Judgment December 12, 1873
Minute Record A Page 346

Default Judgment Book Page

Date of Docketing December 12, 1873
Judgment Record Page 178

DISTRICT COURT.

Eighth Judicial District.

County of *Carver*

Linselman & Fisher
vs

L. Harro & Son

SUMMONS.

Cuby

Robert W. Dick

Plaintiff's Attorney

Left Mond. Oct. 23
with me
L. Glauver

State of Minnesota.

DISTRICT COURT.

Eighth Judicial District.

County of Carver

Floris Linnefelsen & George Haber.
 Copartners as Linnefelsen & Haber
 against

SUMMONS.

Lucius Haw and Emmons L Haw
 Copartners as L Haw & Sons

The State of Minnesota, TO THE ABOVE NAMED DEFENDANT:

You and each of you are hereby summoned and required to answer the Complaint in this action which has been filed in the Office of the Clerk of this court at Chaska in said County of Carver - and to serve a copy of your Answer to the said Complaint on the subscribers, at their office in Chaska Carver County Minnesota within twenty days after the service of this Summons upon you, exclusive of the day of such service, and if you fail to answer the said Complaint within the time aforesaid, the Plaintiff in this action will take judgment against you for the sum of three hundred and ten dollars and two cents with interest thereon as follows: upon the sum of two hundred and seventy nine dollars and seventy three cents at the rate of ten percent per annum from and since the 6th day of September A.D. 1878 and upon the sum of thirty dollars and twenty nine cents from and since the 26th day of April A.D. 1879 besides the costs of this action

Dated Oct 2 4th

A. D. 1879

Baxter & Beck
 Plaintiff's Attorney, Chaska Minn.

fol. 1.

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

Florian Linenfelder &
George Faber, Copartners as
Linenfelder & Faber
against
Lucius Howe and Edmund Howe
Copartners as
L. Howe & Son.

The plaintiffs in the above
entitled action for Complaint therein respectfully state and show
to the Court that the above named plaintiffs for one year last
past have been and still are Copartners doing business at
Charles, Minnesota under the firm name and style of
Linenfelder and Faber. That the above named defendants
for one year last past have been and still are Copartners
doing business under the firm name and style of L. Howe and
Son. That on the 14th day of February AD 1893, the said
defendants for value received did as partners make and execute
in writing and deliver to said plaintiffs wherein their certain
promissory note in the words and figures following to wit:
" \$ 359.84. Charles Minnesota Bdy 14th 1893.

" Six months after date for value received the undersigned
" of Charles County of Carver State of Minnesota promise to pay to
" Linenfelder & Faber or order the sum of Three hundred fifty nine $\frac{84}{100}$ dollars

" With interest from this date till paid at the rate of ten per
" Cent per Annum.

" L. Howe & Son "

That the said Plaintiffs are now the lawful owners and
holders of said Promissory Note. That the same has not been
paid nor any part thereof except the sum of one hundred
dollars which the Plaintiffs admit was paid on the 6th
day of September, A.D. 1843.

4. And the said Plaintiffs for a second and further
Cause of Action aver that between the first day of April A.D.
1843, the said Plaintiffs sold to said defendants as partners
aforesaid at the Special instance and request of said defendants
goods, wares and merchandise to the amount and for the
stipulated price and sum of thirty dollars and twenty nine
cents, a part of which has been paid although the
same is now due and payable.

Wherefore the plaintiffs demand judgment against
the said defendants for the sum of One hundred and ten
dollars and two cents with interest thereon as follows:
upon the sum of two hundred and seventy nine dollars and
seventy three cents at the rate of ten per cent per Annum from
and since the 6th day of September A.D. 1843. and upon the
sum of thirty dollars and twenty nine cents from the 26th day
of April A.D. 1843. besides the Costs of this Action.

Baxter & Beck
Plaintiffs Attorneys.

State of Minnesota ss.
County of Leavenworth.

George Faber being duly sworn

District Court
Carver County.

Linenfelter & Fisher

vs

L. Hero & Son,

Complaint.

Filed October 14th 1873,
C. Krayenbuhl
Clerk

Certified Copy,

Baxter & Peck
Plaintiffs Attorneys.

4.

on oath says that he is one of the plaintiffs above named in the action in the foregoing Complaint entitled, and that the said Complaint is true of his own knowledge except as to matters which are therein stated on his information and belief, and as to those matters that he believes it to be true.

Sworn to before me this
24th day of October, A.D. 1873.

Gustav Wrayenbuhl

Clk Dist Court

Carver Co. Minnesota

George Fisher.

[Signature]



State of Minnesota
County of Carver

W^{ss}

I Gustav Wrayenbuhl, Clk
of the District Court of said County of Carver and State of Minnesota

do hereby certify that the foregoing is true a correct copy of the Complaint in the within entitled action; that I have carefully compared the same with the original on file in my office and that the same is a correct transcript thereof.

In Testimony Whereof, I have hereunto set my name
and affixed the seal of said Court, at Charles, in said County,
this Twenty-ninth day of November, A.D. 1873.

Gustav Wrayenbuhl

Clk Dist Ct.

Vol 1 State of Minnesota } Dist- Court of the
Carver County } Dist. Clerk.

Oliver Simonsen and
George Faber, Copartners as
Simonsen & Faber
Against

Lucius Howe & Immons & Howe
Copartners as L Howe & Son

The defendants in the
above entitled action for answer to
the Complaint of the plaintiffs
therein respectfully state to the Court
and aver-

3 That the promissory note
mentioned and described in the
Complaint of the plaintiffs, was made
executed and delivered by these
defendants to said plaintiffs to pay,
and in consideration of, the indebted-
ness of Reuben Melvin. Henry
Howe and Rogers Howe to the said
plaintiffs - That it was represented
by the said plaintiffs to these defendants
that the aggregate amount due said
plaintiffs by the said Reuben Melvin
Henry Howe and Rogers Howe

was the full sum of \$359.84, the amount-mentioned in said promissory note, and the said defendants relying upon such representations made and delivered said promissory ^{note} aforesaid to the said plaintiffs. but that, as a matter of fact, and therefore these defendants aver, that at the time of making and delivering said note to said plaintiffs the said Ruben Melvin - Henry Hove and Rogers Hove were not indebted to the said plaintiffs no other or greater sum than \$185.57 as follows to wit: Ruben Melvin the sum of \$72.38. Henry Hove the sum of \$48.58 and Rogers Hove the sum of \$64.61 making the full amount of such indebtedness to be no other or greater sum than \$185.57, and that by virtue of said agreement as aforesaid by and between these plaintiffs and defendants said promissory note mentioned and described in said Complaint - should have been no other or greater sum than \$185.57 as aforesaid - And defendants therefore deny that there is due and

Dist. Court & the Dist
Circuit Court -

Simsfeldson & Paber
vs
L. Howe & Son

Answer

Copy

J. A. Sargent
Lifts City.
Chicago

and owing said Plaintiffs on said promissory note any other or greater sum than \$85.57 and interest from the date thereof -

And the defendants
answering the second cause of
action set forth in plaintiffs com-
plaint - aver that they have no
knowledge as to matters therein
stated. and therefore deny the
same.

W. A. Senguen
Deputy City

b- State of Minnesota }
County of Lane }
~~under the seal of the Court~~ came personally before
me Susan M. Lane & being first duly sworn on oath
says that he is one of the ~~defendants~~ in the above
entitled action. that he has heard the answer
therin read. that the same is true of his
own knowledge except as to matters
therin stated upon his information &
belief & as to those matters he believes it
to be true.

Sworn & Subscribed to before
me this 10th of Nov 1873 L Howe
J A Sargent
Justice Peace

State of Minnesota
District Court Eighth Judicial District
County of Carver

Lucius Linenfelser & George Faber
Co-partners as Linenfelser & Faber

Against

Lucius Howard and Emmons L. Howe
Co-partners as L. Howe & Son

Please to take notice that upon papers
and affidavits with copies of which you
are herewith served, and upon the pleadings
in the above entitled action a motion will
be made at the next General Term of the
District Court in and for the County of Scott
in the State of Minnesota to be held at the Court
Room in the City of Shakopee in the said
County of Scott on the first day of December
A.D. 1873 at the opening of said Court on that
day or as soon thereafter as counsel can
be heard for an order that the answer
and defence ^{of the defendants} to the first cause of action in
the plaintiffs complaint in said action be
stricken out and that the plaintiffs
have judgment for the amount therein claimed
to be due them from said defendants for
the following reasons to-wit

I Because the said answer and defence is false
and untrue

II Because the said answer and defence is sham

III Because the said answer is irrelevant
A motion will also be made to strike
out the second defence in said answer
contained and for payment for the amount
claimed in the second cause of action in
said complaint contained to be due from
the defendants to the plaintiffs

IV Because said defence and answer is
sham and irrelevant

Dated Chaska Nov 19th 1873

Baptist Peck

Plaintiffs Attorneys

Filed 1 State of Minnesota
District Court Eighth Judicial District
County of Carver
Hiram Linenfelder & George Faber
Co-partners as Linenfelder & Faber
Debit

Lucius Fowler & Emmons L Howe
Co-partners as L Fowler & Co
State of Minnesota

County of Carver. George Faber being duly sworn
on oath says that he is one of the plaintiffs in the above
entitled action. That on the 17th day of February A.D.
1893 in the State aforesaid the above named plaintiffs
and defendants settled and accounted together
and that upon such settlement there was found
2 as the full amount of the claim of the plaintiffs against
the defendants for goods wares and merchandise
sold and delivered by said plaintiffs to said defendants
the sum of fifteen hundred and twenty four
and 4/100 dollars, and that there was then and there
found as the full amount of the defendants claim
and credit against said plaintiffs the sum of seven
hundred and sixty five dollars for money and book paid
and furnished to the said plaintiffs by said defendants
leaving then due from said defendants to said
3 ~~to said~~ plaintiffs the sum of three hundred and fifty
nine and 4/100 dollars as the balance stated and
agreed upon. That the said defendants then and
there made and executed to said plaintiff the
promissory note set up and described in the

complaint in said action to secure the payment
of the said sum of three hundred and fifty
nine $\text{\$}7/100$ or dollars so as aforesaid found due
from said defendants to said plaintiffs, and
then and there delivered the said promissory note
to said plaintiffs. That thereafter to wit on the day
and year last aforesaid the said defendants
at their own instance and request undertook and
assumed the payment of the sum of forty eight
and $\text{\$}7/100$ dollars then and there due and owing
from Henry Bond to said plaintiffs, also the
sum of sixty four and fifty one one hundredths dollars
then due and owing from Rogers Hard to said
plaintiffs, and the further sum of eighty four $\text{\$}4/100$
4 dollars then due and owing from Rufus
Melvin to said plaintiffs, amounting in all to the
sum of one hundred and seventy nine $\text{\$}7/100$ dollars.
That the said defendants thereafter to wit on the
day and year last aforesaid to secure the payment
of the said last mentioned sum did then and there
make execute and deliver to said plaintiffs their
promissory note for the said sum of one hundred
and seventy nine and $\text{\$}7/100$ dollars. That thereafter
to wit on the 26th day of April A.D. 1873 the said
5 defendants, without protest or objection fully
paid and satisfied said last mentioned promissory
note, and took the same up and into their possession.
And this affiant further says that the said accounts
due from Henry and Rogers Hard and Rufus
Melvin above particularly specified are the only

ones assumed by said defendants and are
the same ones specified in the Answer of the de-
fendants in this action and that the said note
of one hundred and Ninety Seven ⁸⁰/₁₀₀ dollars
heretofore referred to was given to cover
the said demands against the said Henry
Hawes Rogers Howard and Rufus Melvin and
for no other purpose. And the said Affiant
further says that the said Settlement was in
all of its parts and details fully understood
and agreed to by said defendants and
was in all respects just and correct
And this Affiant further says that a full state-
ment of said accounts of said parties as
used upon said Settlement and that and
there agreed upon as correct is hereto at-
tached marked "A" and made a part of this
Affidavit. And this Affiant further says that
about two months before the said Settlement
an itemized account of the whole claim of
the said plaintiffs as heretofore stated was
made out and delivered by ~~the~~ defendants
to said plaintiffs, and that itemized accounts
were made and rendered by said plaintiffs
to the said Henry Hawes Rogers Howard and
Rufus Melvin of the said several amounts
due from them to said plaintiffs, and
afterwards assumed and paid by said
defendants as aforesaid which accounts
were to the amounts and in the sums stated in

the defendants said answer. And that after
the rendering of said accounts as aforesaid
the said Robert Melvin purchased and received of and from
said plaintiffs goods wares and merchandise for the sum
and to the amount of Seven ⁷³/₁₀₀ dollars which
said last mentioned sum the said defendant promised
in connection with the other said sum of seventy
6 two ²³/₁₀₀ dollars to assume and pay to said
plaintiffs for said Melvin and that pay the same
as hereinbefore stated. That no objection whatever
was made by said defendants to any
of said plaintiffs claim, or by setting them
before the commencement of this action. That
on several occasions since the date mentioned
and described in the said Complaint became due and
payable. Emma L Howard one of said defendants
has as a member of said firm of L Howard & Son
promised to pay the same and requested
defendants not to make him cast. That on
or about the 25th day of October 1883 the
9 said defendant Emma L Howard was informed
by this affiant that unless said note was at once
paid that an action for the collection of the same
would be commenced. That on or about
the 26th day of October 1883, the said Emma
L Howard wrote and sent to said plaintiffs a letter
relating to the said note and the payment thereof
wherein said letter is hereto attached marked B³
and made a part of this affidavit, and that
thereafter on the 28th day of October 1883 the said
Emma L Howard sent to said plaintiffs a telegram relating
to the payment of said note, which telegram is hereto attached
marked C and made a part of this affidavit, wherefore
10 this affiant says that the said answer and all of the allegations
therein contained are false and untrue.

Said and sworn to before me this 19th day of November 1883 at New York

J. Frederick Greiner.

Notary Public for
Carnegie & Co.

Linenfelter & Faber,

CHASKA, MINN.

Dealers in

Dry Goods, Groceries, Hats and
Caps, Boots & Shoes, Ready
Made Clothing, Hardware,
Crockery, Grain.

Wood,

Hoop Poles,

And all kinds of Produce.

CHASKA, MINN.,

Nov. 17th

1873

Account with
Messrs. L. Allen & Son,
Chaska,

Bought of Linenfelter & Faber,

Corner of Second and Walnut Streets.

(Minneapolis Free Press Print.)

TERMS CASH. — Interest at 12 per cent after thirty days.

Nov 8-1872	To Balance as per copy of Account rendered Nov 8-1872	\$1,524 84
Feb 17-1873	Account of Henry Hume	\$4.61
"	" " " " " "	14.61
"	" " " " " "	\$4.11
		197 30*

Feb 12-1873	By Cash	125 00
" 17	" 140.000 Bricks at 7.00 per \$60.00 extra	1,040 00
" 17	By Note (Paid April 26-73 to Williams B. & Co)	197 30*
" "	By Note 18100.00 Paid thereon	\$59 84

* Note given for amt due by H. H. Allen & Son. Feb 17. & Paid April 26-73. — \$1,722 14 1,722 14

Blank No. 1.

THE NORTHWESTERN TELEGRAPH COMPANY.

The rules of this Company require that all messages received for transmission, shall be written on the message blanks of the Company, under and subject to the conditions printed thereon, which conditions have been agreed to by the sender of the following message.

S. ROBERTSON, Sup't.,
MILWAUKEE, WIS.

Z. G. SIMMONS, Pres't.,
H. B. HINSDALE, Sec'y.,
KENOSHA, WIS.

*Exhibit
to
C-11*
Dated

St Paul Oct 28

1873

Received at

To

11 am
George Haber

I will be at Chaska
Thursday - I have to
unload the Barge
E. S. Howe

1
St Paul Oct-26 /93

Mr Faber J Linfelcer
Sir the reason

I did call at your house
as I told you I would
I did not expect to come
home that evening but I
had to for Rubin had
sent me a lot of chickens
two days before and I
wanted to find what had
become of them I do not
want you to make any
loss on that note for
I will fix it with you
as soon as I can I will
be at your place Tuesday
next without fail

E L Howe

District Court
Carmen County

San Felipe & Helen
vs

L. Howardson

Appellants vs. appellee

In Service of
the within notice of
Motions and Papers
therein referred to all
have been this 20th
day of November 1893

J. B. Sargent.

Att. for App.

Filed, November 9th 1893
G. H. Grayson, Clerk,

Ben. A. P. P.
R. H. P. P.

1

State of Minnesota
County of Carver ss. Florian Lienefelsen
and Adolph Cielie being each
duly sworn upon their oaths do say each
for himself that they have read and
heard read the Affidavit of George
Fahne written attached, and that he is
well acquainted with all of the
facts and circumstances in said
Affidavit stated and contained
and knows of his own knowledge
that said Affidavit and the state-
ments therein made and contained
are true as therein set forth and further
this Affiant saith not

Subscribed and sworn Florian Lienefelsen
in before me this 19th day. Adolph Cielie
of November 19th 1873

Frederick Guinel

Reg^y of Deeds for
Carver Co. Minn.

State of Minnesota
District Court Eighth Judicial District
County of Carver

Flavin Linenfeller and George Faber
Copartners as Linenfeller & Faber
Against

Lucius Howe and Emmons L Howe
Copartners as L Howe & Son

Please to take notice that upon papers
and Affidavits with copies of which you are
herewith served and upon the pleading in
the above entitled action a motion will be made
at the next General term of the District Court
in and for the County of Scott in the State of
Minnesota to be held at the Court Room in the
City of Shakopee in the said County of Scott on
the first day of December A.D. 1873 at the opening
of said court on that day or as soon thereafter
as counsel can be heard, for an order that
the answer and defence of the defendants to
the first cause of action in the plaintiffs
complaint in said action alleged and set up
be stricken out and that the plaintiffs
have judgment for the amount therein
claimed to be due them from said defendants
for the following reasons to wit

I Because the said Answer and defence are false and untrue

II Because the said answer and defence is frivolous & unnecessary

III Because the said Answer is irrelevant

A motion will also be made to strike out
the second defence in said answer contained
and for payment for the amount claimed
in the second cause of action in said com-
plaint contained to be due from the defendants
to the plaintiffs.

It Becomes said defence and answer
is sham and irrelevant

Dated Chicago Nov 19th 1893

Raymond P. Clark

Plaintiff's Attorney

Rec'd 1

State of Minnesota
District Court Eighth Judicial District
County of Carver

Lucius Sorenfelsen and George Fisher
Complainants as Sorenfelsen and Fisher

Against

Lucius Sorenfelsen and Emma Sorenfelsen
Complainants as L Sorenfelsen
State of Minnesota
County of Carver ss - George Fisher being

duly sworn on oath says that he is one of the
plaintiffs in the above entitled action. That on the
17th day of February A.D. 1893 in the state aforesaid
the above named plaintiffs and defendants
settled and accounted together and that upon
such settlement there was found as the full and
2 amount of the claim of the plaintiffs against the
defendants for goods wares and merchandise
sold and delivered by said plaintiffs to said
defendants the sum of fifteen hundred and
twenty four and 84/100 dollars, and that there was
then and there found as the full amount
of the defendants claim and credit against
said plaintiffs the sum of Eleven hundred and
eighty five dollars for money and bills paid
and furnished to the said plaintiffs by said
defendants leaving then due from said defendants
to said plaintiffs the sum of three hundred
and fifty nine and 84/100 dollars as the balance

stated and agreed upon. That the said defendants
§ then and there made and executed to said plaintiff
the promissory note set up and described in
the complaint in said action to secure the payment
of the said sum of three hundred and fifty nine and
84/100 dollars so as aforesaid found due from
said defendants to said plaintiff. And then
and there delivered the said promissory note to
said plaintiff. That thereafter to wit on the day
and year last aforesaid the said defendants at
their own distance and request undertook and
assumed the payment of the sum of forty eight
and 58/100 dollars then and there due and owing from
Henry Hawk to said plaintiff. Also the sum of
4 eighty four and eighty one one hundredths dollars
then due and owing from Rogers Hawk to said
plaintiff, and the further sum of eighty four and 1/2
dollars then due and owing from Rudolphine
to said plaintiff amounting in all to the sum of
one hundred and seventy nine and 30/100 dollars.

That the said defendants thereafter
to wit on the day and year last aforesaid
to secure the payment of the said last mentioned
sum due then and there made and executed and
delivered to said plaintiff their promissory
note for the said sum of one hundred and
seventy nine and 30/100 dollars. That thereafter
5 to wit on the 24th day of April A.D. 1873
the said defendants without protest or objection

Henry Hand Rogers Handwell Rubin Melvin
of the said several accounts due from
them to said plaintiffs and afterwards
assumed and paid by said defendants
as aforesaid which accounts were to the
amounts and in the sums stated in the defendants
said answer, And that after the rendering of
said accounts as aforesaid the said Rubin
Melvin purchased and received and
from said plaintiffs goods wares and merchandise
for the sum and to the amount of Eleven
and 73/100 dollars which said last mentioned
sum the said defendants promised in con-
nection with the ^{other} said sum of Seventy two and
38/100 dollars to assume and pay to said plaintiffs
for said Melvin and not pay the same as
heretofore stated - That no objection
whenever was made by said defen-
dants to any of said plaintiffs claim
or by return of them before the commencement
of this action - That on several occasions
since the note mentioned and described
in the said complaint became due and
payable Thomas L Hand one of said de-
fendants has as a member of said firm of
L Hand & Son promised to pay the same
and requested defendants not to make
him cost - That on or about the 25th day
of October 1843 the said defendants

fully paid and satisfied said last mentioned
promissory note and took the same up and
into their possession. And this Affiant further
says that the said accounts due from Henry
and Rogers Howard and Robert Melvin
above particularly specified are the only
ones assumed by said defendants and are
the same ones specified in the answer of
the defendants in this action, and that the said
note of one hundred and ninety seven ³⁰/₁₀₀
dollars herein before referred to was given
to cover the said demands against the said
Henry Howard Rogers Howard and Robert Melvin
6 and for no other purpose. And the said Affiant
further says that the said Settlement was in
all of its parts and details fully understood
and agreed to by said defendants and
was in all respects just and correct. And
this Affiant further says that a full statement
of said accounts of said parties as used upon
said Settlement and then and then agreed
upon as correct is hereto attached marked A
and made a part of this Affidavit. And
this Affiant further says that about two
months before the said Settlement an itemized
account of the whole claim of the said
plaintiffs as hereinbefore stated was made out
and delivered to defendants by said plaintiffs.
7 And that itemized accounts were made and
rendered by said plaintiffs to the said

Chusku ^{Minn} Nov 17th 1873

Mrs. L. & Anderson ^{Chusku} in account with
Linenfelsen & Fuchs

Exhibit 13th

	Dr		Cr
Nov 8 1872	To balance as per copy off		
	Account rendered Nov 8 th 1872	\$1524 84	
Feb 17 1873	To account of Henry Howard	\$48 58	
	Paym & Hord	64 61	
	Return Melvin	\$4.11	197 30
Feb 13 1873	By cash		125 00
	140 000 Buck at 200 p m		1040 00
	\$6 00 exp tea		197 30
" 17	By note (Paid April 26-73 to William B. Duns)		359 84
" "	By note (\$100.00 paid thereon)		
		\$1722 14	1722 14

Water given for amount due by H. H. R. H. & B. M. Feb 17 p. d. Apr 26-73

Exhibit 13th

St Paul Oct 26, 73

Mrs Fuchs & Linfelsen Sir the reason
I did call at your house as I told
you I would. I did not expect to come
home that evening but I had to go. Ruth
had sent me a lot of chickens
two days before and I wanted
to find what had become of them
I do not want you to make

9 Emmons & How was informed by this appellant
that unless said note was at once paid
that an action for the collection of the
same would be commenced. That thereafter
on or about the 24th day of October
AD 1873 the said Emmons & How wrote and
sent to said plaintiff a letter relating to
the said note and the payment thereof
which said letter is hereto attached marked "B"
and made a part of this Affidavit. And that
thereafter to wit on the 28th day of October AD 1873
the said Emmons & How sent to said plaintiff
a telegram relating to the payment of said
note which telegram is hereto attached marked
"C" and made a part of this Affidavit. Where
10 for this appellant says that the said answer
and all of the allegations therein contained
are false and untrue - George F. Fisher

Subscribed and sworn to

before me this 19th day of November

AD 1873 Frederick Greiner

Register of Deeds for

Cass Co. Minn.

[Signature]

Subscribed and sworn
to before me this 18th Day of November
of 1888 Adolph Eschen
Frederick Guin

Regents of Dues for
Curran Co Minn

Seal

Robert Cant
Curran County

Livingston Eschen

Ex-
L. Eschen

Applicant's name & station

Cash

Regents & Eschen
Wages for 1888

any cart on that route for I will
give it with you as soon as I can
I will be at your place Tuesday
next without fail

E L Howe

Exhibit "C"

Dated St Paul Oct 28th 1843

Received at 11 AM

To George Follen - I will
be at Charles Thursday - I have
to unload the Barge

E L Howe

State of Minnesota

County of Carver ss Felsin Linenfelden and
Adolph Felsin being each duly
sworn upon their Oaths do say each
for himself that he has read and heard
read the affidavit of George Follen hereto
attached and that he is, one acquainted
with all of the facts and circumstances
in said affidavit stated and contained
and knows of his own knowledge that
said affidavit and the statements
therein made and contained are
true as therein set forth and further
this affiant soth not

State of Minnesota } In West County
County of Bureau } 8th District

Thom Sinenfelsen and
George Faber Copartners as
Sinenfelsen + Faber
against

Lucius Howe + Immers L. Howe
Copartners as L. Howe + Son

Lucius Howe

being first duly sworn on oath says, that
he is one of the defendants in the above
entitled action. That the answer of
the defendants in said action served on
the Plaintiffs attorneys is true to the belief
of this deponent. That the said defendants
expect to prove, at the trial of said action, all
the new matter set up in the answer of
said defendants and all the averments
therein made. And deponent further
makes oath, that the answer to the
complaint in said action is made in
good faith and not for the purpose of
delay.

Sworn + Subscribed to } L. Howe
before me this 29th day Nov }
1873 J. A. Sargent }
Justice Peace }

fol 1.

State of Minnesota
County of Carver

District Court 8th
Judicial District.

Florian Linenfelder and
George Baker Copartners as
Linenfelder & Baker
Against
Lucius Howe & Immons & L. Howe
Copartners as L. Howe & Son.

The defendants in the
above entitled action for answer to the Complaint of the
Plaintiffs therein respectfully state to the Court, and Aver-
That the promissory note mentioned in the Complaint of
the plaintiffs was made issued and delivered by these
defendants to said plaintiffs to pay, and in consideration of,
the indebtedness of Reuben Melvin, Henry Howe and
Rogers Howe to said plaintiffs - That it was represented
by said plaintiffs to these defendants, that the aggregate
amount due said plaintiffs by the said Reuben Melvin,
Henry Howe and Rogers Howe was the full sum of
\$359.84, the amount mentioned in said promissory
note, and these defendants relying upon such
representations made and delivered said promissory note as paid
to said plaintiffs. But, as a matter of fact, and therefore
these defendants aver that at the time of making and delivering
said promissory note to said plaintiffs the said Reuben Melvin,
Henry Howe and Rogers Howe were not indebted to the

Said plaintiffs no other or greater sum than \$185.57.
as follows to wit: Reuben Melvin the sum of \$42.33. Henry
Shove the sum of \$48.58 and Roger Howe the sum of
\$64.61. Making the full amount of such indebtedness to be
no other or greater sum than \$185.57. — And that by
virtue of said agreement, as aforesaid by and between
these plaintiffs and defendants said promissory note mentioned
and described in said Complaint should have been
for no other or greater sum than \$185.57. as aforesaid.
And defendants therefore deny that there is due and
owing said plaintiffs on said promissory note any
other or greater sum than \$185.57. And interest
from date thereof.

And the defendants answering the
second Cause of Action set forth in plaintiffs Complaint
aver that they have no knowledge sufficient to form
a belief as to matters therein stated, and therefore deny
the same.

J. A. Sargent
Deft. atty.

State of Minnesota ss.
County of Carver

5. I, Lucius Floyd, And being first duly sworn on oath
says that he is one of the defendants in the above entitled
action — that he has heard the answer therein read that
the same is true of his own knowledge except as
to matters therein stated upon this information

District Court 8th Dist.
Claver County.

Linenfelder & Faber
vs
L. Howe & Son.

Answer

Original.

Due and regular service of the
within answer admitted, this
12 day of Nov 1873, by Copy thereof.

Baxter, Esq. Deek
Plffs Atty.

Filed, November 19th 1873.
G. W. Hagenbuhl
Clerk.

J. A. Sargent
witness atty
charles perinn

Filed, December 1st 1873
G. W. Hagenbuhl
Clerk

And belief & as to these matters he believes it to be
true.
Sworn & Subscribed to before
Me this 11th Nov: 1843.
J. A. Sargent
Justice Peace

L. Howey

State of Minnesota
County of Carver

J. Gustave Wrayenbucht, Clerk of the
District Court Eighth Judicial District in and for said
County of Carver & State of Minnesota, do hereby certify
that the foregoing is a true and correct copy of the answer
of the defendants in the within entitled action; that I have
carefully compared the same with the original on file
in my office and that the same is a true and correct
transcript therefrom.

In testimony whereof, I have hereunto set my
hand and affixed the Seal of said Court, at Charles
Lake County, this 21st day of November AD 1843.
G. Wrayenbucht
Clerk.

Feb. 1:

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

Florian Linenfelser and
George Faber, Copartners as
Linenfelser and Faber

Against
Lucius How and Edmund L. How
Copartners as
L. How & Son.

The Plaintiffs in the above
Entitled action for Complaint therein respectfully state
and show to the Court, that the above named Plaintiffs
for one year last past have been and still are copartners
doing business at Chaska Minnesota, under the firm
name and style of Linenfelser and Faber. That the above
named defendants for one year last past have been
and still are copartners doing business under the
firm name and style of L. How and Son.

That on the 14th day of February A.D. 1873, the said
defendants for value received, sold as partners
made and execute in writing and deliver to said
plaintiffs their certain promissory note in the words
and figures following to wit:

" \$359.84.

Chaska, Minnesota Feb. 14th 1873.

" Six months after date, for value received

" One the undersigned of Chaska County of Carver, State

3. 1 of Minnesota promise to pay to Linsenbiller and
11 Faber under the sum of Three hundred fifty
11 nine ~~dollars~~ \$4100 Dollars, with interest from this
11 date till paid at the rate of ten per cent per annum.
Lalor & Son"

That the said plaintiffs are now the lawful
owners and holders of said promissory note. That
the same has not been paid nor any part thereof
except the sum of one hundred dollars which
the plaintiffs admit was paid on the 6th day of
September A.D. 1843.

4. And the said plaintiffs for a second
and further cause of action over that between the first
day of April A.D. 1842. and the 26th day of April A.D.
1843. the said plaintiffs sold to said defendants
as partners aforesaid at the Special instance and
request of said defendants goods, wares and
merchandise to the amount and for the stipulated
price and sum of thirty dollars and twenty nine
cents gross part of which has been paid although
the same is now due and payable.

5. Wherefore the plaintiffs demand judgment
against the said defendants for the sum of three
hundred and ten dollars and two cents with
interest thereon as follows: Upon the sum of two
hundred and twenty nine dollars and seventy three
cents, at the rate of ten per cent per annum from
and since the 6th day of September A.D. 1843. and upon
the sum thirty dollars and twenty nine cents.

District Court
Marion County,

Hinnenfelder and Fisher
^{vs}
L. Hunt & Son.

Complaint,

Filed October 24th 1893.
Gefreyenbuchel
Clerk.

Copy.

Baxter & Reed
Plaintiffs Attorneys.

From the 26th day of April AD 1873. besides the costs
of this action,

Beatty Beck
Plaintiff's Attorneys

Properly Verified by George Faber
one of the Partners, before George W. Grayson
Clerk District Court.

Dist Court
Carmen County

Leavenworth & Fam
ny

L. Hardison
Order

Cathy

County of Carmen
We do hereby
certify that the within
is a true copy of the
original order in
this action

Dated Dec 9th 1893

Baylis & Beck

Reps Attys

Baylis & Beck

Reps Attys

State of Minnesota
District Court Eighth Judicial District
County of Carson

Flora Linenfelser and
George Haber Capartners
as Linenfelser & Haber
agent

Lucius Hawk & Emmerson Hawk
Hawk Captains as I have seen

On the pleadings in the above
entitled action and on reading and filing
affidavits therein, On motion of Deputy Rich Attorney
for the Plaintiffs, I & Sargent Attorney for the de-
fendants appearing, it is Ordered that the defen-
dants answer to the Plaintiffs complaint in
said action be and the same hereby are struck
out as sham & interposed for delay. But
without prejudice to a motion on the part of the
defendants to amend their answer to
the second cause of action alleged in the
plaintiffs complaint in said action. The costs
to pay plff ten dollars costs of this motion
to be taxed as part of the costs in this case
but to be paid before any motion for leave
to amend can be made. Dec 8th 1833

Pay the Court

colly Chatham
June 2

State of Minnesota,
County of Carr

District Court Eighth Judicial District

Edwin Lunsford and George Fahn
Copartners as Lunsford & Fahn

Against.

Affidavit of No Answer.

L. H. and E. H. H. H. H. H.
Copartners as L. H. & Son

State of Minnesota,
COUNTY OF

ss.

came personally before me, and having been first duly sworn, he doth depose and say, that he is the Attorney for the Plaintiff in the above entitled action: that proof of the personal service of the Summons therein has been filed with the Clerk of said Court: that more than twenty days have elapsed since the personal service of said Summons, and that no answer or demurrer, or copy of either, has been received by the Plaintiff's Attorneys in this cause, and prays judgment according to law.

Subscribed and Sworn to before me,

On this day of A. D. 187

Notary Public, Minn
I do hereby certify that on the 11th day of December 1873 at 10 o'clock in the fore noon of that day at the office of the Clerk of said Court in Chaska in the County of Carr, in the State of Minnesota, the costs and disbursements in the above entitled action will be taxed and adjusted by and be for the said Clerk of said district Court and fully meet in said action return in accordance with the order of said Court made in said action dated Dec 9th 1873

To f A Sargent

Bayless & Co
Plaintiffs Attorneys

District Court 8th Dist
CARR COUNTY.

Lunsford & Fahn

AGAINST.

L. H. & Son

Walter Lunsford Cost

Affidavit of No Answer, &c.

Costs

Bayless & Co

Attorney for Pfy

Hanley, Chaney & Co., Printers.

State of Minnesota,
COUNTY OF Cass

District Court Eighth Judicial District

Flora Linnell & George H. Linnell
Copartners Linnell & Hable

Against

Affidavit of Disbursements.

Lucas H. Linnell & George L. Hable
Copartners as L. Hable & Son

Plaintiff's Costs and Disbursements.

Statute Costs,	\$ 10.00
<u>Law</u> Affidavits,	1.20
Sheriff's Fees,	1.70
Clerk's Fees to be added,	
<u>Cost on motion to strike out answer</u>	<u>10.00</u>

Amount claimed in Summons.

Principal,
Interest,

\$

STATE OF MINNESOTA,
County of Cass } ss.

L. L. Baister

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

Subscribed and Sworn to before me,

On this 7th day of December A. D. 1873

L. L. Baister

John H. Hable
Notary Public, Minn.
Commission Expires

State of Minnesota
 County of Cass 35 I Frederick Becklin Sheriff
 of said County of Cass do hereby certify and state
 that on the 27th day of October A.D. 1843 I served the
 within summons or the within named defen-
 dants by delivery to the within named carrier
 and personally a true copy of the within summons
 at Chester in said County of Cass
 Expense 1.00
 Copy 50
 Name 20
 F. Becklin Sheriff
 By F. P. Becklin Jr
 Deputy

DISTRICT COURT.

Circuit Judicial District.

County of Cass.

Amesbury & Hester

vs

Edwardson

SUMMONS.

Amesbury & Hester

Plaintiffs Attorneys

State of Minnesota.

DISTRICT COURT.

Eighth Judicial District.

County of Carver

Therese Linenfelder & George Haber
 Copartners as Linenfelder & Haber

against

Lucius Howard Emmons & Howard
 Copartners as L. Howard & Son

SUMMONS.

The State of Minnesota, TO THE ABOVE NAMED DEFENDANT:

You and Each of you are hereby summoned and required to answer the Complaint in this action which has been filed in the Office of the Clerk of this Court at Chaska in said County of Carver —

and to serve a copy of your Answer to the said Complaint on the subscribers, at their office in Chaska, Carver County Minnesota

within twenty days after the service of this Summons upon you, exclusive of the day of such service, and if you fail to answer the said Complaint within the time aforesaid, the Plaintiff in this action will take judgment against you for the sum of two hundred and ten dollars and the Court with interest thereon as follows, upon the sum of two hundred and seventy nine dollars and seventy nine cents at the rate of ten percent per annum from and since the 10th day of September A.D. 1873 and upon the sum of thirty dollars and twenty nine cents from and since the 26th day of April A.D. 1873 in case the case of this action

Dated Oct 24th

A.D. 1873

Daguer Pike

Plaintiff's Attorney, Chaska Minn

By 20. see the undersigned of Chaska County, Caron
"State of Minnesota promise to pay to the said
"Jesse Fahn or order the sum of Three Hundred
"and Fifty Nine & 10/100 Dollars with interest
"from this date till paid at the rate of
"ten percent per annum."

"L. Hard & Son"

That the said plaintiffs are now the
lawful owners and holders of said
promissory note, That the same has not
been paid for any part thereof except
the sum of one hundred dollars which the
plaintiffs admit was paid on the 6th
day of September AD 1873

Hy And the said plaintiffs, for a second
and further cause of action Cometh that
between the first day of April AD 1872 and
the 26th day of April AD 1873 the said
plaintiffs sold to said defendants
as part of a purchase at the special in-
stance and request of said defendants
goods wares and merchandise to the
amount and for the stipulated price
and sum of thirty dollars and twenty
nine cents, no part of which has
been paid although the same is now due
and payable.

Wherefore the plaintiffs demand judgment
against the said defendants for the same

Vol. 1.

State of Minnesota
District Court Eighth Judicial District
County of Carver

Florian Linenfels & Co
George Faber Partners
as Linenfels & Faber
against
Lucius Hard and Emmons
& Hard Partners as
Hard & Son

The plaintiffs in the above
entitled action for complaint therein
respectfully state and show to the Court
that the above named plaintiffs for one
year last past have been and still are
partners doing business at Chaska Minnesota
under the firm name and style of Linen-
fels and Faber. That the above named
defendants for one year last past
have been ^{and still are} partners doing business under
the firm name and style of L Hard and Son.
That on the 14th day of February ¹⁸⁷⁸ the said
defendants for value received, did
as partners make and execute in writing
and deliver to said plaintiffs their
certain promissory note in the words
and figures following to wit
"\$359.84 - Chaska Minnesota Feb 14th 1878.
Six months after date for value received

✓ *Indt* 359.84 will pay Sept 6
17.59
\$377.83

~~No. 209.~~
No 220

• 359.84
Quin 19.69
\$379.53

~~\$359.84~~

Chaska, Minnesota, Feb. 17th 1873.

Six Months after date, for value received. *Me* the undersigned of

Chaska County of *Carver* State of *Minnesota* promise to pay to

LINENFELSER & FABER or order the sum of *Three Hundred Fifty-nine* $\frac{84}{100}$

Dollars with interest from this date till paid at the rate of *ten* per cent per annum.

Due Aug 20th 1873

L. Horn & Son

pay Sept 6

Lumpkin & Fisher

Wm. Lumpkin & Fisher
Wm. Lumpkin & Fisher
ST. PAUL MINNESOTA

\$100 - paid Sept 6/1873

District Court
Barren County
Simsfelson & Fabin
vs

L. Ward & Son
Complaint

Filed October 14th 1873.
G. W. W. C. C. C.
Clark
-163-

J. D. D. & D. C. R.
Plaintiffs Attorneys

of three hundred and ten dollars
and two cents with interest thereon
as follows, upon the sum of two hundred
and seventy nine dollars and seventy three
cents at the rate of ten per cent per annum
from and since the 6th day of September 1878
and upon the sum thirty dollars and
twenty nine cents from the 24th day of
April 1879. Hence the cause of this
action

Doyle & Deek

Plaintiffs Attorneys

State of Minnesota

George Hahn being
duly sworn on oath says that he is one
of the plaintiffs above named in the action
in the foregoing complaint entitled, and
that the said complaint is true of
his own knowledge except as to
matters which are therein stated on his
information and belief, and as to those
matters that he believes it to be true
Subscribed and

Sworn to before me
this 24th day of October
1879

George Hahn

J. W. Wrayenbuhl, Clerk of Court
Barre Co. Minnesota

of \$359.84 the amount mentioned in
said promissory note, and the said
defendants relying upon such represen-
tations made and delivered said
promissory note aforesaid to said
plaintiffs - but, that as a matter
of fact, and therefore these defend-
ants own that at the time
of making and delivering said
promissory note to said plaintiffs
the said Reuben Melvin - Henry
Horne and Rogers Horne were not
indebted to the said plaintiffs no
other or greater sum than \$185.57
as follows to wit: Reuben Melvin
the sum of \$72.38. Henry Horne the
sum of \$48.56. and Rogers Horne
the sum of \$64.61, making the full
amount of such indebtedness to
be no other or greater sum than
\$185.57 - And that by virtue of
said agreement, as aforesaid by and
between these plaintiffs and defend-
ants said promissory note men-
tioned and described in said com-
plaint should have been for no other
or greater sum than \$185.57 as
aforesaid - And defendants
therefore deny that there is due

State of Minnesota } High Court of the
County of Leavenworth } District

Theron Sinenfelsen and
George Faber, Copartners as
Sinenfelsen & Faber

Against
Lucius Howe & Immons & Howe
Copartners as L Howe & Son

The defendants in the above
entitled action for answer to the Com-
plaint of the plaintiffs therein respect-
fully state to the Court and aver:

That
the promissory note mentioned in the
Complaint of the plaintiffs was made
executed and delivered by these defen-
dants to said plaintiffs to pay, and
in consideration of the indebtedness
of Reuben Melvin - Henry Howe and
Rogers Howe to said plaintiffs - That
it was represented by said plaintiffs
to these defendants, that the aggregate
amount due said plaintiffs by
the said Reuben Melvin - Henry Howe
and Rogers Howe was the full sum

Dist Court - 8th Dist -
Carver County -

Sinenfelsen & Paben
vs
L Howe & Son

Answer
Filed, November, 1913 at 1873,
C. H. Graymiller Clerk,
Original

I am and regular
service of the within
answer admitted
this 12 day of Nov 1913
by copy thereof -

Bertie M. Peck

= 163 = Peck's Atty

J. A. Sargent
Atty
Chas. K. Munn

and owing said plaintiffs on said
promissory note any other on
greater sum than \$85.57 and
interest from date thereof —

And the
defendants. answering the second
cause of action set forth in plaintiffs
complaint — Answer that they
have not ^{subscribed to form a belief} knowledge as to matters
therein stated, and therefore deny
the same —

W. A. Surgeon
Rights Atty

State of Minnesota } ss
County of Cass }

5 I came personally
before me Lucius Howe and being put
under oath on oath says that he
is one of the defendants in the above
enlisted action. That he has heard the
answer therein read. That the same is
true of his own knowledge as to
matters therein stated where his
information and belief & as to those
matters he believes it to be true —

Subscribed & sworn to before me this 11th day of Nov 1873
W. A. Surgeon Justice of the Peace
L. Howe

Dist Court
Curran County

Lumpkin & Fisher
vs
L. H. Wilson
Order

I in Service of the within
Order by copy and of
the annexed notice
of taxation of cost
and bill of costs and
disturbance is hereby
acknowledged this 9th
day of December 1884

I a Deputy

Att. for Dist.

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

Florin Linenfelser and
George Faber. Copartners
as "Linenfelser & Faber."

Genl. Term, Scott County
Dec. 1893. -

vs
vs

Lucius How & Sumner L. How
Copartners as "L How & son"

On the pleading,
in the above entitled action and on
reading and filing affidavits therein,
on motion of Dexter & Peck attorneys
for the Plaintiffs, J. A. Sargent attorney
for the Defendants opposing, it is ordered
that the Defendants answer to the
Plaintiffs Complaint in said action,
be and the same hereby are stricken
out as sham introduced for delay.
But without prejudice to a motion on
the part of the Defs for leave to amend
their answer to the second Cause of
action alleged in the Plaintiffs Complaint
in said action. -

The Defs to pay Hoffs ten dollars costs of
the motion to be taxed as part of the costs
in the case, but to be paid before any motion
for leave to amend can be made. - Dec. 8th 1893

By the Court. A. G. Chatfield
Judge

District Court, 8th Dist.
County of Carver
Linenfelsen & Faber

as
Lucius How & Son } The Plffs in this action
move to strike out the Dfts. answer
as false and sham.

The Complaint alleges two causes
of action - one on a promissory note
for \$359.94 made by Dfts payable
to Plffs, and the other on an account for
goods sold & delivered by Plffs to Dfts
to the amount of \$20.29. -

The Dfts. answer to the first cause
of action alleged, contains allegations
tending and intended to show that the
note was erroneous, and that it should
not have been for a sum over \$185.54.

The affidavits on which the Plffs found
their motion give a detailed statement
of the transaction in which the said note
was made, and that at the same time
another note for another and different
consideration, for the sum of \$185.54,
was made by Dfts to Plffs, and that
the same has been paid.

In answer to the Plffs affidavits, one

of the Deft. makes an affidavit in
 which he states that the answer is
 true to his belief and that he expects
 to prove all the new matter set up
 in said answer. He does not in any
 way otherwise deny or controvert the
 affidavits on the part of the Pliffs. -
 The Deft. who makes the afft. being
 a party to the transaction in which
 the note was given, must be presumed
 to know whether or not the statements
 contained in the affts on the part of
 the Pliffs, are true. Yet he only states
 that he believes the answer to be true
 and that he expects to prove it, - per-
 haps, whether true or not. - This does
 not controvert the detailed statements
 in the affidavits on the part of the Pliffs
 in such a way ^{as} or to the extent to
 which he must be presumed to be
 able to do, if such statements are not
 in fact true. - Indeed, this form of answer
 to the affts on the part of the Pliffs, strengthen
 the proposition that the answer is
 sham. - I feel myself obliged to conclude
 that it is sham & interposed for the pur-
 pose of delay. That answer must therefore
 be stricken out.

3/
The only answer which the Defs make to the second Cause of action is this "that they have not Knowledge as to the matters therein stated, and therefore deny the same."

This form of denial is insufficient or in other words demurrable. - It does not put the matter so answered in issue. When a party Defs intends to put the Plff to his proof, for want of Knowledge on the part of the Defs. he must allege not only want of Knowledge but also want of information sufficient to form a belief in regard to the matter so answered. It will not suffice in such case, for the Defs to say simply that he "has not Knowledge as to the matters & therefore denies the same." - He must either deny the same without qualification or stating his reason why, or ~~then~~ allege that he has not Knowledge or information sufficient to form a belief as to such matter. In this case the Defs do not do either. - This answer to the second Cause of action being insufficient to put the same in issue may be stricken out, & I think it ought to be.

District Court
Carver County

Imenfelden & Fisher
vs

L. Davidson

Order & Motion for
Costs

Given, December 9th 1893
J. H. Weyenbuhl
Clerk

41
Perhaps the Defs ought to have leave to amend that part of the answer, but they have not asked for such leave, and as the allegation is that the goods were sold by Plffs to the Defs, they must be permitted to know whether or not it is true, and in such a case the Defs should at least make and file an affidavit of merits as a foundation of an order for leave to amend.

The whole answer must be struck out, but without prejudice to a motion on part of Defs for leave to amend their answer to the stated cause of action alleged in the Complaint.
Order accordingly. - Dec. 8th 1873,

A. G. Chatfield
Judge.

State of Minnesota,
COUNTY OF Carr

District Court Eighth Judicial District

From Linnepfel & Hoge Hub
Captains as Linnepfel & Hoge

Against

Lucas Hand and Emmons L Hand
Captains as L Hand & Son

Affidavit of Disbursements.

Plaintiff's Costs and Disbursements.

Statute Costs,	\$ 10.00
<u>Law</u> Affidavits,	1.20
Sheriff's Fees,	1.45
Clerk's Fees to be added,	4.95
Cost on motion to strike out answer	10.00

Total \$ 30.85

Amount claimed in Summons.

Principal,
Interest,

\$ 459.84
1.20.00
\$ 280.04

STATE OF MINNESOTA,
County of Carr ss.

L L Baxter

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

Subscribed and Sworn to before me,

On this 9th day of September A. D. 1873

L L Baxter

John W. Hagenbuhl
Notary Public, Minn.
John W. Hagenbuhl
Charles W. Hagenbuhl

State of Minnesota,
County of Cass

District Court Eighth Judicial District

Flora Lincolnton and George Faber
Captains as Lincolnton and Faber

Against.

Affidavit of No Answer.

Lucas Ward & Son
Captains as Lucas Ward & Son

State of Minnesota,

COUNTY OF

ss.

came personally before me, and having been first duly sworn, he doth depose and say, that he is the Attorney for the Plaintiff in the above entitled action; that proof of the personal service of the Summons therein has been filed with the Clerk of said Court: that more than twenty days have elapsed since the personal service of said Summons, and that no answer or demurrer, or copy of either, has been received by the Plaintiff's Attorneys in this cause, and prays judgment according to law.

Subscribed and Sworn to before me,

On this day of A. D. 187

Notary Public, Minn

Sir: You will please take notice that on the 11th day of December A.D. 1878 at 10 o'clock in the fore noon of that day at the office of the Clerk of said Court in Chaska in the county of Cass in the State of Minnesota the costs and disbursements in the above entitled action will be taxed and adjusted by and before the said Clerk of said District Court, and judgment in said action entered in accordance with the order of said Court made in said action
Dated Dec 9th 1878

Boyd & Pelt
Plaintiff's Attorneys

Wm. A. Sargent
Attorney for Defendants

District Court & Just
Cass County.

Lincolnton & Faber

AGAINST.

Lucas Ward & Son

Notice Taxation Cost

Affidavit of No Answer, &c.

Boyd & Pelt

Attorney for P.F.

Ramaley, Cheney & Co., Printers.

District Court
Cass County

Laufenberg & Hahn
vs

L. Hoid & Son
"

Notice of Discontinuance

See service of the
within notice is hereby
acknowledged this
11th day of December
1843

J. H. Simpson

Deputy

Filed, December 11th 1843
J. H. Simpson
Clerk

Bayley & Beck
Reps. Atty

State of Minnesota
District Court Eighth Judicial District
County of Carver

Flora Linenfeld & George Hebe
Co-partners as Linenfeld & Hebe
against

Lucius Ward & Emmons Ward
Co-partners as Linenfeld & Hebe

Sir: You will please be take notice that
the above named plaintiff have this day dismissed
and discontinued the second cause of action in the com-
plaint in said above entitled action set up and con-
tained, and that the following entry has been made
in said action in the Clerk's Register in the Office of
the Clerk of said Court in and for said county
viz. "On motion of Baxter & Peck plaintiffs
attorneys, the second cause of action set up
and contained in the complaint in this action
is hereby dismissed and discontinued"

Dated Dec 11th A.D. 1878

Baxter & Peck
Plaintiffs Attorneys

To J. A. Sargent
Defendants Attorney

State of Minnesota
District Court
Judicial District
County of Carver.

Florian Linenfelser &
George Faber, Copartners as
Linenfelser & Faber

against
Lucius Howe & Immons & Howe
Copartners as
L. Howe & Son.

Copy of
Judgment.

This action having been commenced on the Twenty fourth day of October ad 1893. by the personal service of the summons therein upon Lucius Howe one of said defendants, and the said defendants having appeared and answered to the Complaint in said action, and the said answer of the said defendants having been by order of the Court stricken out as sham, and the said plaintiffs having dismissed and discontinued the second cause of action set of and contained in the Complaint in said action.

It is on motion of Baxter & Beck plaintiffs Attorneys adjudged that the plaintiffs recover of the defendants the amount claimed in the first cause of action set of in said Complaint, to wit: the sum of Two hundred eighty dollars and four Cents,

Judgment principal	\$ 259.84
Interest at 10% ^{al}	" 20.20
	<hr/>
	\$ 280.04

Dated December 12th AD 1843.

By the Court:

8. Gehirngentheil
Helm

State of Minnesota
District Court.
County of Carver,

Florian Hinzenfelder and
George Faber, Copartners as
Hinzenfelder and Faber

vs
Lucius Howe and Immanuel Howe
Copartners as
L. Howe and Son,

Judgment Roll.

Judgment	\$ 259.84
Interest	" 20.20
Costs	" 30.85

Total \$ 310.89

Filed, December 12th 1893.
Geßtrayenbuhl
clerk
163.

Walter Reed atty for party
charles. miler

No.

783

DISTRICT COURT,
CARVER COUNTY, MINN.

Florian Linenfelser and
Henry Faber, Copartners as Linenfelser & Faber
Plaintiff.

vs.
Lucius Howe & Emmons & Howe
Copartners as L. Howe & Son
Defendant.

Baxter & Beck
Plaintiff's Attorney.

J. A. Sargent
Defendant's Attorney.

Date of Entry October 24 1873
Court Register
Register of Actions A Page 163

Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$ 310. 89

Date of Judgment December 12, 1873

Minute Record A Page 346

Default Judgment Book Page

Date of Docketing December 12, 1873

Judgment Record A page 178

See 783

No. 784

DISTRICT COURT,
CARVER COUNTY, MINN.

Marina Jensen Schol
Plaintiff.

vs.
Lucius H. Jensen
Defendant.

Barth B. Beck
Plaintiff's Attorney.

J. A. Sargent
Defendant's Attorney.

Date of Entry *Oct 24th 1873*

Register of Actions *"A"* Page *163*

Term Tried *19*

Judgment for *Plaintiff*

Amount of Judgment *\$316.89*

Date of Judgment *Dec 12 1873*

Minute Record "A"
Judgment Book Page *346*

Default Judgment Book Page

Date of Docketing *Dec 12th 1873*

Judgment Record "A" p. 178-

See 783

No.

784

DISTRICT COURT,
CARVER COUNTY, MINN.

Florian Fencufelscher et al
Plaintiff.

vs.

Lucius Howe et al.
Defendant.

Baxter Beck
Plaintiff's Attorney.

J. A. Sargent.
Defendant's Attorney.

Date of Entry Oct. 24th. 1873

Register of Actions "A" Page 163

Term Tried 19

Judgment for Plaintiff

Amount of Judgment \$ 310.89

Date of Judgment Dec. 12th 1873

Minute Record "A" Page 346

Default Judgment Book Page

Date of Docketing Dec. 12th. 1873

Judgment Record "A" page - 178 -

No
Contents

No.

785

DISTRICT COURT,
CARVER COUNTY, MINN.

John D. Dumas
Plaintiff.

vs.

Martin White
Defendant.

Frank Warner
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *October 29th* 1873

Register of Actions *A* Page *179*

Term Tried *1*

Judgment for *Plaintiff*

Amount of Judgment \$ *133.62*

Date of Judgment *Dec. 8th* 1873

Minute Book of
Judgment Book Page *340*

Default Judgment Book Page

Date of Docketing *December 8th* 1873

Judgment Book Page *176*

DISTRICT COURT.

8th Dec

Judicial District.

County of

Carroll

John Brown

vs

Marcus White

SUMMONS.

Filed December 8th 1873.

Delaware

Delaware

1873

Plaintiff Attorney

Frank Warner

State of Minnesota
County of Ramsey for I certify and return that
I have on the 15th day of November 1873
served the within Subpoena on the within
named defendant Marcus White by handing
to and leaving with him personally in said
Ramsey County a true and correct copy thereof

for \$1⁴⁰/₄ Paid

Sherriff Ramsey County
James Mullins
Deputy

STATE OF MINNESOTA,

County of

Carver

DISTRICT COURT,

8th

Judicial District.

John Dunn

vs
Marvin White

SUMMONS.

THE STATE OF MINNESOTA to the above-named Defendant:

You Marvin White are hereby summoned and required to answer the complaint in this action

which is filed in the office of
the Clerk of the District Court at Austin
in Carver County

and to serve a copy of your answer to the said complaint on the subscriber at his office in

Carver in said County

within twenty days after the service of this summons upon you, exclusive of the day of such service, and if
you fail to answer the said complaint within the time aforesaid, the Plaintiff in this action willtake
judgment against you for the sum
of One hundred and nine dollars
and seven cents with interest at
seven per cent per annum from the 1st day
of January A.D. 1872 until the date of this action

Dated

Nov 20th

1873.

Frank Warner
Plaintiff Attorney, Carver Minn

Feb 11

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

John Drum

vs.

Marvin White

The Complaint

of the Plaintiff respectfully
states and shews to this
Court, that on divers
times between the 25th
day of August A.D. 1870
and the 18th day of Nov-
ember A.D. 1871 the above
named defendant, Marvin
White, became indebted
to the Plaintiff, in all, in
the sum of one hundred
and twenty seven dollars
and seven cents, for
goods, wares and Mer-
chandise, sold and
delivered to said defendant,
at his request, as will
more fully appear by
a Bill of Particulars hereto
annexed and marked

Marine Invoice

To the Order of

Dr

1870

Aug	25	1 Pr Shoes	2 50	
Nov	31	28 yds Shetling	11 84	
1871				
Feb	25	Tob & Cofe handles 1 st ink 10	1 45	
Apr	19	Carpet warp 85¢ 1. Pr shoes 1.50	2 15	
May	13	Sugar 1.00 Slippers 1.00	2 00	
"	23	Soda & W Blue	17	
"	27	Sugar 2.00 Coffee 2.00 Sugar 80¢ Tea 115. Slippers 120	6 45	
June	1	Man 250 1 Piece Shetling 5.37 Gaiter 2.00 1 Gal vinegar 110¢	10 49	ful 5-
"	7	Syrup 35¢ Molasses 25 Tob 1.00	1 60	
"	17	2 Shakers	60	
"	19	Dry Goods 3.55-16 yds Calico 2.00 1 3/4 yds Bengel 95¢	6 30	
"	24	2 Hats 2.15 Oil 15	2 30	
"	29	Matches 25¢ Thread 10¢	35	
July	15	Sugar 1.00 Sundries 1.00	2 00	
"	18	Vinegar 110	110	ful 6
"	20	Ginger 12 Syrup 60 Tea 115 Knives 10	1 27	
"	22	Shoes 2.25 Pepper 15	2 40	
"	26	Tob	25	
"	31	Sugar 150 Count 20. Calico 87 Shetling 7.30	3 87	
Aug	2	1/2 Gal Syrup 60¢ Tob 75	1 35	
"	4	Syrup 70 W Brand 30 Coffee 1.00 Sugar 1.00 Apples 50 1/2 Tea 90 Rice & Salswater 25	11 65	ful 7
"	8	Tob 50 1 Cofe handle 25	75	
"	11	1/2 Gal Syrup 60 Vinegar 110 9 yds Licking 2.25	3 25	
"	14	Shoes 2.50 Calico 85¢ Lamp glass 15 Buttons 25 Shoe strings 10 Nutmeg 10 Braids 30 Brown 35	11 63	
"	15	1 Pr Shoes	2 75	
"	17	Shoes 2.75 Tob 1.50 Sugar 1.50 Oil 110 Apples 50 over shirt 1.00	7 65	ful 8
"	23	2 Hats Jacket 2.00 Gaiter 2.00	11 10	
"	25	1/2 Gal Syrup 60 Tea 45 Sugar 1.00 Thread 15 Tob 1.00	3 20	
Sep	5	Cin 10 Sugar 1.00 Allspice 10 Tob 50 Sugar 2.00 Cinnamon 110	11 11	88.32
		Carried over		88.32

Bills of Particulars

ful 5-

ful 6

ful 7

ful 8

88.32

88.32

Dirt Court
8th Dist
in " "

The Duns
apt
Marion White
in " "

Filed, October 29th 1873.
Göttingen
Udell,

179.

Frank Warner
att'y for Plaintiff
Curran
Min

Dist Court
8th Dist
in ..

John Dunn

vs
Mardin White

Att of Geo Henson

Filed, December 19th 1873
Gefrayentuchl
Beluch

179.

Frank Warner
att'y for Plaintiff
Curran

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

John Dunn

vs
Martin White

Carver County, Minn

Frank Warner
being first duly sworn
deposes and says that
he is ^{the} attorney for the
Plaintiff in the above
Entitled action and has
been acting as such
attorney from the
commencement thereof
that no copy of an
Answer to the Complaint
in said action has
been served upon
him neither has the
defendant appeared in
said action in person
or by attorney.

Subscribed & sworn to before me this 8th day
of December, 1873.
Frank Warner
Notary Public, Carver County, Minn.

Autograph

Copy of Judgment.

of defendant. Now therefore upon motion of Frank Warner Attorney for said Plaintiff, It is hereby adjudged and determined that said Plaintiff do recover of said defendant, the sum of one hundred nine dollars and seven cents, as claimed by said summons, with interest at 7% p. a. amounting to fourteen & 75/100 dollars, together with nine dollars and eighty cents costs and disbursements taxed in said action the whole amounting to the sum of one hundred thirty three dollars & sixty two cents and that said Plaintiff have this awarded in gross therefor.

Judgment
Entered from Jan 1st 1842

\$109.07
14.75
\$123.82

Dated, December 8th 1843.

By the Court,

Gebrayenbuell
Adm.

Coasts *Phenipus* \$1.40
Habitat *Phenipus* \$1.40
Chlorophyll *Phenipus* \$1.40

5.00
 3.40 9.80

 Total \$ 13.3.62

Page 179, Reg. A.
State of Minnesota
District Court
County of Carver,

John Dunn
vs
Marvin White.

~~Judge~~ Bull.

Pledgment	\$109.07
Interest "	14.75
Costs "	9.80
Total	\$ 133.62

Filed, December 8th 1893
G. H. Traub
Clerk
-179-

Frank Werner, atty for def
Carver, Minn.

No. 785

DISTRICT COURT,
CARVER COUNTY, MINN.

John D. Dumas
Plaintiff.

vs.

Martin White
Defendant.

Frank Warner
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry October 29th 1873

Register of Actions A Page 179

Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$ 133.62

Date of Judgment Dec. 8th 1873

Minute Book "A"
Judgment Book Page 340

Default Judgment Book Page

Date of Docketing December 8th 1873

Judgment Book "A" page - 176 -