August 5, 1859

Territory of Kansas
Wyandott County ss } In the Third District Court in and for said County and Territory

Daniel Powell Plaintiff
vs
Moses Grinter Defendant } Amended Answer

Defence No. 1.

And now comes the said Moses Grinter defendant in the above entitled cause and defends the wrong & injury and for answer to the said plaintiffs petition and the matters and things therein alleged, the said defendant says, he does not owe the said plaintiff said sum of Two Hundred Seventy Five & 42/100 Dollars, or any part thereof, in manner and form as the said plaintiff hath alleged against the said defendant, and of this he puts himself upon the Country.

Defence No. 2,

And for a further plea in this behalf, and for a further answer to said plaintiffs supposed cause of action, said defendant says, that the Book Account, in the sd plaintiffs petition mentioned did not accrue to said plaintiff at the special instance and request of the said defendant, but at said plaintiffs own instance and request under and by virtue of a special agreement, made between the sd plaintiff and the sd defendant on or about the first day of May A.D. 1858, whereby the said plaintiff agreed with the sd defendant to build for the sd defendant a

Buoy Boat Ferry at a point on the Kansas River known as the Delaware Crossing, Towit; at the County and Territory aforesaid.
The said plaintiff then and there represented to the sd. defendant that he was well skilled in the art of building Buoy Boat Ferries. And sd plaintiff agreed to furnish all materials necessary for the construction of said Ferry or Buoy Boats, (Except the Flat Boat otherwise known as a Ferry Boat which the defendant was to furnish) perform all the labor, pay all the expenses of boarding the hands employed in the building of said Ferry or Buoy Boats, and in putting the same in good running order, said work was to be done in a good workmanlike manner and was warranted to be available to said defendant as a Ferry, said Buoy Boats were to be made of good pine lumber well corked then pitched with two coats of good pitch. then painted with two coats of good paint, and to be water tight and not to cost sd. defendant over $400.

Defendant avers that he duly performed all and singular the conditions aforesaid on his part. But the said plaintiff disregarding his agreement did not nor has he performed all and singular the conditions aforesaid on his part, Towit; he did not nor has he constructed and built - said Buoy Boats and all other things

necessary for the running of said Ferry or Buoy Boats, attach them to said Ferry Boat and make the same available to said defendant as a Ferry. Plaintiff did not nor would he build said Buoy Boats, and cork them well, and pitch them well with two coats of good pitch, and paint them with two coats of paint, and make them water tight, And he so unskillfully badly, and negligently constructed said Buoy Boats that during the night time said Buoy Boats would sink, and were of no avail, said plaintiff did not nor would he put said Ferry & Buoy Boats into operation so as to make the same available to said defendant as a Ferry and said Buoy Boats are wholly incomplete and unfinished

X By reason whereof and by failure of said plaintiff to fulfill his agreement as aforesaid the said defendant incurred and sustained damages to a large amount of money as follows Lowit; The Sum of Three Hundred Dollars ($300.)

Defence No. 3.

And for a further plea in this behalf, and for further answer to said plaintiffs supposed cause of action The said defendant says that in consideration that the said plaintiff

Buoy Boat Ferry at a point on the Kansas
R. Known as the Delaware Crossing, Towit;
was unable to defray all the expenses
of building said Ferry the said defendant
then and there at the special instance
and request of the said plaintiff agreed
to advance to and for said plaintiff a certain
amount of money in paying of the
Bills of expenses incurred by said
plaintiff from time to time, that the
said plaintiff might be enabled to
prosecute his said work of building
said Ferry to completion.

By reason whereof, and by failure of
the said plaintiff to fulfill his agreement
as aforesaid with the said defendant
said defendant incurred and sustained
damages in a large amount of money
Towit; in the sum of Five Hundred
Ninety-Seven Dollars & 41/100
($597.41/100) for so much money lent
and advanced by said defendant to
said plaintiff, and paid laid out
and expended to and for the use of
said plaintiff by said defendant.
A copy of which said Account of
expenditures is hereto attached marked
"D" said defendant therefore pray that
the said several sums of Money herein
before mentioned as his damages sus
=tained in the premises amounting
to Eight Hundred Ninety Seven 41/100 Dollars

& Eight Hundred Ninety Seven 49/100 Dollars

as his damages sustained in the premises may become a judgment against said plaintiff and in favor of said defendant and all other damages sustained by said defendant in the premises, including costs of this action &c

J. Stillwell Stockton
Defendants
Atty

Territory of Kansas
Wyandotte County ss

Moses Grinter
being first duly sworn
says that the statements of facts
set out in the above amended
answer is true as he verily believes.

Moses Grinter

Subscribed in my presence and
sworn to before me by the said
Moses Grinter this 5th day
of August A.D. 1859

Chas Gleich
Notary Public

CHARLES GLEICH NOTARY PUBLIC WYANDOTT CO. KANSAS