



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

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Promissory

No. 1195 Note

DISTRICT COURT,
CARVER COUNTY, MINN.

John F. Peterson
Plaintiff.

vs.

O. A. Anderson
Defendant.

W. C. Adell
Plaintiff's Attorney.

Frank Warner
Defendant's Attorney.

Date of Entry February 3, 1879

Register of Actions A Page 243

Term Tried April General 1879

Judgment for _____

Amount of Judgment \$ _____

Date of Judgment _____ 19 _____

Judgment Book _____ Page _____

Default Judgment Book _____ Page _____

Date of Docketing _____ 19 _____

State of Minnesota,

County of

Carver }^{88.}

THE STATE OF MINNESOTA.

To the Sheriff or any Constable of said County:

You are hereby commanded to summon O. A. Anderson

if he shall be found in your county, to be and appear before the undersigned, one of the
Justices of the Peace in and for said county, on the 31st day of
October 1878 at 2 o'clock, in the fore noon, at my
office, in the Village of Chaska, to answer to John
H. Peterson

in a civil action; and have you then and there this writ.

Given under my hand this 22nd day of October

A. D. 1878

J. F. Dilly
Justice.

STATE OF MINNESOTA,

88.

County of Carr

I hereby certify and return, that at the Town of Hancock in said County
and State, on the 22nd day of October 1878, I served the
within summons upon the within named defendant, by Reading this summons

to him personally

And further that I

that the person so served as aforesaid, is the identical person named as defendant herein.

My fees:—Service 15

Costs,

Mileage, 2 80
\$2.95

J. E. DuToit Sheriff of Carr
Constable

By Matthew Loyelin De Pau

IN JUSTICE COURT.

John F. Peterson

vs.

O. A. Anderson

SUMMONS.

Filed, Henry G. Carr 1879
By any embled
body

Returned and filed this

day of October 1878

J. F. Dille
Justice

State of Minnesota
County of Le Sueur

O. A. Anderson
being first - duly sworn
deponent, and says
that he has been informed
that one Clathia Loglin
who claims to be a
deputy Sheriff for the
County of Le Sueur has
made a return to James
F. Dilly Justice of the
Peace of said County
that on the 22nd day
of October A.D. 1878 he
served a summons
upon this deponent by
reading the same to him
for and on behalf
of one John F. Peterson
the Plaintiff in the
action. That no such
service or any service
of any summons has
ever been made in
any manner upon
him and further

deponent with not
from Anna
Subscriber before
me this 31st 1878
J. F. Dilly
Justice of the Peace

O. A. Anderson

affidavit-

Filed October 31st 1878

J. F. Dilly
Justice of the
Peace

Filed July 30th 1879
Wm. H. Hays
Notary Public

State of Minnesota }
County of Carver. }

In Justice Court.

Before James T. Dilley.

Justice of the Peace.

John T. Peterson

Plaintiff.

O. A. Anderson

Defendant.

The above named Plaintiff for
complaint against the Defendant
in the above entitled action states
and shows to the Court that heretofore
to wit: On the 4th day of May 1871. at
Sioux City in the State of Iowa. the
above named Defendant. made and
delivered to E. Noran his promissory
note in writing whereby he said
Defendant. for a good and sufficient
consideration promised to pay to
said E. Noran or order. the sum of
Fifty dollars with interest thereon
at the rate of ten per cent per annum.
which said promissory note was in
the words and figures following to wit
"\$50.00" Sioux City Iowa May 4th 1871.
I promise to pay to Mr E. Noran or
order. Fifty dollars with ten percent

^a interest. Value received.

O. A. Anderson "

That some time after the making and delivery of said Note by said Defendant as aforesaid, E. Norcross the payee in said Note named, for a good and sufficient consideration and in the regular course of trade and business, sold assigned and transferred said note, to this plaintiff who ever since has been and now is the owner and holder thereof. That some time in or about the month of March 1877, at Sioux City in the State of Iowa, this plaintiff presented said note to said defendant and demanded payment of the sum due thereon, and said defendant then and there promised to pay such sum to this plaintiff, whenever then and afterwards requested, but although often requested so to do, said defendant has hitherto wholly neglected to pay the same or any part thereof, and there is now due and owing on said note, from said defendant to this plaintiff, the sum of Eighty seven dollars and fifty cents, to the

damages of this plaintiff.

Wherefore this plaintiff demands judgment against said defendant for the sum of Eighty seven dollars and fifty cents besides costs of suit.

W. C. Odell

Atty for Def.

State of Minnesota } ss.
County of Carver }

George A. DuToit of said County being first duly sworn says that he is agent for the Plaintiff in the within entitled action; that ~~the~~ foregoing complaint is true to his own knowledge except as to the 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 31st day of } Geo. A. DuToit
October A.D. 1878 }

J. T. Diller

Justice of the Peace

In Justice Court
before
James F. Dilley
Justice of the Peace

John F. Peterson.
Plaintiff.

vs

O. A. Anderson
Defendant.

Complaint

Filed October 31st 1878
J. F. Dilley
Justice.

Filed Feb 2nd 1879
Wm. H. Odell
Clerk

W. H. Odell
Atty for Plff

32 No. 1/4.
\$56⁰⁰

Clinton City Iowa May 4th 1871

I Promise to pay to Mr.
E. Norcross on order, fifty
Dollars with Ten percent
interest Value Received

5298

O. A. Anderson ^m

Name W. A. Anderson
P. O. Spinks State Tx.
Miles from P. O. N. S. E. W.
Our No. Owner's No.
Owners Mrs. J. Peterson
P. O. Sioux City Ia
Endorsements:

No.	Day	Year	Am't.	By	To

Filed October 31st 1878
J. F. Dille
Justice of
the Peace

State of Minnesota
County of Carver

In Justice Court before
J. F. Willey Justice

John F. Peterson.

Plaintiff

C. A. Anderson

Defendant

The defendant
for answer to the Complaint
of the plaintiff denies each
and every allegation in
the Complaint - of the plaintiff
not herein after expressly
admitted, stated or qualified.

The defendant
further answering admits
that he made the entire
and delivered the note
mentioned in the Complaint
to one E. Noren ^{except the words "Please read"}

and the defendant
further answering since
Complaint - states that
more than six years

has elapsed since
said note became
due and payable
and the answer
of said defendant for
the further defense to
said action states and
shows that in the
month of February A.D.
1877 said note was fully
paid and settled and
that said plaintiff
received as a full
consideration therefor
a conveyance deed for
a piece of land lying
and being in Duval
Territory

Wherefore the
defendant demands judgment
that his action be dismissed
with costs

Dated Charleston
Oct 31st 1878

Frank Harrison
att'y for def

State of Mississippi
County of Carroll } S.S.

O. A. Anderson being first
duly sworn deposes that he is
the defendant mentioned
in the Complaint of
the Plaintiff that the
facts set forth in
the foregoing answer
are true of his own
knowledge.

Sworn to & decreed } O. A. Anderson.
Subscribed before }
Me this 31st day }
of October A.D. 1838 }
J. F. Dilley
Justice of the Peace

Answer

Filed October 31st 1878

J. F. Willey

Justice of the Peace

Filed, Feb. 2nd 1879.
G. H. Gray, Clerk.

State of Minnesota }
County of Carver }

In Justice Court
Before James T. Dilley

Justice of the Peace
John T. Peterson }

vs
O. A. Anderson

It is hereby stipulated by the parties to the above entitled cause, that said cause be adjourned to the 29th day of November 1898 at 10 o'clock a.m. and that a commission issue without notice to either party to

a Notary Public residing in Sioux City State of Iowa, to take testimony of John T. Peterson on behalf of said Plaintiff, and Nils Olsson Stambek on behalf of said Defendant, upon Interrogatories and Cross Interrogatories to be attached to such commission a copy of the Interrogatories to be propounded by the Plaintiff to be served upon the Defendants attorney within five days from the date hereof

and a copy of the Interrogatories
to be propounded by the Defendant
to be served upon the Atty for
the Plaintiff within five days
from the date hereof. Cross Interroga-
tories on the part of both Plaintiff
and Defendant to be served upon
the attorneys for the respective
parties within five days from
the date hereof, by copy.

Dated Chaska Nov 7th 1878

W C Odell

Atty for Plff

Frank Warren

Atty for Deft

Stipulation

Filed November 7th 1878

J. F. Dilley
Justice.

State of Minnesota } ss.
County of Carver }

In Justice Court
Before James T. Dilley,
Justice of the Peace.
John T. Peterson
Plaintiff.

vs
O. A. Anderson
Defendant.
County of Carver ss.

W. C. Odell of said
County being first duly sworn
says that he is the Attorney for
the Plaintiff in the above entitled
action: That the testimony of said
Plaintiff is material and necessary
on the trial of said action, on his
own behalf, and that said Plaintiff
resides without the State of Minnesota
and is a resident of the State of
Iowa.

Subscribed and sworn to } W. C. Odell
before me this 27th day
of November A.D. 1878. }

J. F. Dilley
Justice of the Peace

Justice Court
before

James F. Dilley
Justice &c

John F. Peterson.
Plaintiff.
vs

O. A. Anderson
Defendant.
Appointed &c

Filed Dec 3rd 1878

J. F. Dilley

Justice of the Peace
Filed, Peterson vs Anderson
Dec 3rd 1878
Wm. H. H. H. H.

W. C. Odell
Atty for Plff.

Testimony of John D. Peterson of
Council Bluffs in the County of Polk
Iowa and State of Iowa taken
before A. D. Flickinger Commissioner
by virtue of the Commission attached
as Exhibit in the return thereto

Interrogatory First

State your name age residence and
occupation.

To the First Interrogatory witness dep-
oses and says. My name is John D.
Peterson - past fifty one (51) years of
age - reside in Council Bluffs Polk-
Iowa County Iowa and deal in
Real Estate for a living

Interrogatory Second

Are you the Plaintiff in the action
mentioned in the annexed Commission
To the 2nd Interrogatory witness deposes
and says. "I am the Plaintiff men-
tioned in this action in the annexed
commission"

Interrogatory Third

Do you know O. A. Anderson the

Defendant therein? and if so, how long have you known him.

To the Third Interrogatory witness deposes and says, "Yes: I have known O A Anderson by his name and person, only since the latter part of January, or the first days of February 1872, at that time he was pointed out to me by a Swede whom I had engaged to watch for him and show him to me, so that I could present the note to him for payment. This happened near the Post Office in Sioux City Iowa, I had seen the same face and name in 1871 and talked to him on the street, but at that time I did not know his name nor did I have reason to inquire

Interrogatory Fourth.

Do you know one E Foren? and if yes, how long have you known him.

To the Fourth Interrogatory witness deposes and says.

Yes: I have known E Foren since 1870 or 1871 and transacted some Real Estate business for him

Interrogatory Fifth

State whether or not you are the owner of the Promissory note attached to the Commission hereto annexed.

Do the Fifth Interrogatory witness depose and say:

From an examination of the Commission hereto annexed and referred to in the Interrogatory, I find no note attached: if you mean, am I the owner of the note in suit, my answer is "yes, I am."

Interrogatory Sixth

State when and how you became the owner of said note, and if you say you purchased it, state from whom? Do the Sixth Interrogatory witness depose and say:

I purchased it from E. Loren at Sioux City in January 1877, at that time it was sent by me to "E. Loren" at Chicago, who endorsed it by writing his name on the back of said note and he returned it to me in the latter part of January ~~1877~~ 1877. I paid E. Loren for said note by selling him a corner lot in Central Dakota Nebraska

Interrogatory seventh.

State whether or not said note has ever been presented to said Defendant and payment thereon demanded and if yes state the first time such demand was made.

To the seventh Interrogatory witness answers and says.

The note was handed on or about 1871 by E. Rosen for safe keeping and to receive the money for it in case O. A. Anderson should call to pay, but said Anderson never did call to do so - I learned his address and sent O. A. Anderson a letter in 1874 and another in 1875 addressed to him at Rose Union Post office Corcoran Co., Minnesota telling him the note was left with me for collection and he must pay it or it would be sued - said O. A. Anderson never made any reply and I don't know if he ever received my letters or not; the first time I demanded payment on the said note since I became the legal owner of it was some time in the latter part of January or the first days of February 1877.

which was the first time I had met him and learned his name: and knew him to be O A Anderson he was pointed out to me then and we walked into The Post Office Book Store at Sioux City. we shook hands together and I took out the note and laid it before him on the show case and asked him if that was his note and signature - he read it and had hold of it and said it was his note and signature and that the note was alright and he would pay it or soon or he could collect a mortgage or sell some land he owned in ~~the~~ old territory - I told him the note was getting old and having been written on a small piece of paper he had better make a new note payable in in ten or twenty (10 or 20) days after date: he agreed to do this and we walked over to the 1st National Bank for this purpose - I asked Mr Buckwalter the Cashier to fill out a new note - he said he had no time, but handed me a blank to do it - in the mean time O A Anderson changed his mind and wanted to give a new

note payable in 60 days (sixty days) after date. & to this I refused, on account of rumours being in circulation that he had left his home and everything in Minnesota and that or soon or he could realize from his claim in Dakota he was going west forever.

Interrogatory Eighth

State whether any portion of the amount represented by said note has ever been paid

To the eighth Interrogatory witness deposes and says

No sir: nothing whatever has ever been paid to me on said note either in cash or Real Estate or in Personal Property - nothing whatever in any form shape or manner.

Interrogatory Ninth and last

Do you know of any other matter or thing touching the matter in question that may tend to benefit or advantage the Plaintiff: if so declare the same or fully or if you had been particularly interrogated in relation thereto

To the Ninth Interrogatory witness dep-
oser and says

~~Q A Anderson absent from Sioux
City Iowa and his passing through
there in the summer a manner not~~

I know of nothing more in partic-
ular either way save that in the
early spring of 1877 I met C A Ander-
son several times in the store and
on the streets of Sioux City Iowa
& he repeatedly promised to pay
me or soon or he could sell some
land - The last time I saw him
he said he never would pay & he
has so stated it to others. - he denied
to Geo A Burditt ever having given
such a note and from his dif-
ferent statements to me and others
and his answer in this suit, I
would not believe him under oath

John F. Peterson

Subscribed & sworn to before me & in
my presence this 6th Dec 1878

A J Pickinger

Commissioner Dees

Commissioner

on to position \$3 00

State of Iowa } ss.
County of Pottawattamie

I, A. T. Flickinger, the
Commissioner named in the
aforesaid Commission do certify
that the said Commission was
executed and the testimony of
John F. Peterson was taken before
me at my office in Council
Bluffs in said County and State,
on the 5th day of December 1878
at 2 o'clock in the PM ~~noon~~, and
was reduced to writing by myself.
That said testimony was taken
by and pursuant to the authority
and requirements of the said Com-
mission upon the Interrogatories
attached to such Commission and
herewith returned. That said witness
before examination was duly sworn
to testify the truth the whole truth,
and nothing but the truth relation
to the cause specified in said Com-
mission, and that the testimony
of said witness was carefully read
to said witness by me, and then
by him subscribed in my presence

A T Flickinger
Commissioner

State of Minnesota }
County of Carver } p.s.

To A. T. Flickinger of Council
Bluffs in the County of Pottawattamie
and State of Iowa.

Whereas it has been made to
appear to the undersigned a
Justice of the Peace of the County
of Carver in the State of Minnesota
that John F. Peterson of the County of
Pottawattamie and State of Iowa is
a material witness in an action
now pending before me, in which
John F. Peterson is Plaintiff and
O. A. Anderson is Defendant.

Now therefore in pursuance of the
statute in such cases made and
provided, I have appointed and
by these presents do appoint you
a Commissioner to examine said
witness, and do hereby authorize
you, at such times and places as
you may appoint for that purpose,
to examine said witness on oath,
on the interrogatories hereto an-
nexed, and to cause such examina-
tion to be reduced to writing and
signed by such witness and certified

by yourself. and to annex said
Examination to this Commission,
and return the same to me as
by me directed.

Given under my hand this 3rd
day of December 1878.

J. F. Dillay
Justice of the Peace.

Interrogatories to be administered
to John F. Peterson, a witness to be
examined in behalf of the Plaintiff,
in an action now pending before
James F. Dille, a Justice of the Peace
of the County of Carver in the State of
Minnesota, in which John F. Peterson
is Plaintiff and O. A. Anderson is
Defendant, before A. T. Fleckinger Esq.,
a Commissioner duly appointed for
that purpose, by virtue of the Commission
hereto annexed.

Interrogatory First— State your name, age,
residence and occupation.

Interrogatory Second.

Are you the Plaintiff in the action
mentioned in the annexed Commission?

Interrogatory Third.

Do you know O. A. Anderson, the
Defendant therein, and if so how long
have you known him?

Interrogatory Fourth.

Do you know one E. Norum, and if
yes, how long have you known him?

Interrogatory Fifth.

State whether or not you are the
owner of the Promissory Note attached
to the Commission hereto annexed.

Interrogatory Sixth.

State when and how you became
the owner of said Note, and if you say
you purchased it, state from whom?

Interrogatory Seventh.

State whether or not said note has ever
been presented to said Defendant, and
payment thereof demanded, and if
yes, state the first time such demand
was made.

Interrogatory Eighth,

State whether any portion of the
amount represented by said note
has ever been paid.

Interrogatory last.

Do you know of any other matter or
thing touching the matter in question
that may tend to the benefit or advantage
of the Plaintiff? If so declare the same as
fully as if you had been particularly
interrogated in relation thereto.

Filed Dec. 3rd 1878.

J. F. Wilby
Justice of
Peace

Filed July 2nd 1879
B. W. Wilby
Clerk

State of Minnesota
County of Carver

In Justice Court before
James F. Dickey Justice

John F. Peterson } Plain & Ex

vs -
C. A. Anderson } Defendant

To L. S. Fairbairn, Notary
Public of Goodhue Co
Iowa -

Pursuant to rep-
-resentation & made that
you are a Notary Public
and authorized to
administer oaths in the
County of Goodhue Iowa
You are hereby authorized
to take the testimony of
Hilts Olson Stenbeck for
and on behalf of the
defendant above named
and to produce within
the said county the
interrogatories for said
defendant since the case

interrogatories on behalf
of said Plaintiff and
to receive and write
down his answers thereto
under oath duly administered
by you to him, which
interrogatories and answers
interrogatories were hereto
annexed and marked
"A" and made a part
of this Commission and
to transmit the same
together with your
doings herein with cer-
tificates thereof attached
to me before the 13th
day of December A.D.
1878

GIVEN Under my
hand at Cherokee County
Minnesota December
14th 1878

J. F. Dille
Justice of the Peace

Notary Publics fees 3.00
Paid by C. A. Anderson
S. Hawcutt
Notary.

State of Minnesota
County of Leavenworth

John F. Peterson
vs

C. A. Anderson

Commissary

To L. J. Fawcett

Filed July 3rd 1879.
G. W. M. Muhl
clerk

111.

State of Minnesota
County of Carver }

In Justice Court before
James F. Dilley Justice-

John F. Peterson
 ^{vs}
O. A. Anderson }

Persuant to a stipulation
duly made and signed
by the respective parties in
the above Entitled action
per their attys therein, the
defendant proposes the
following interrogatories
to Nil Olon Stenbeck
to wit:

1st - Do you know
John F. Peterson, the Plaintiff,
and O. A. Anderson, the
defendant, in the above
Entitled action -

Ans -
I do.

2^d Did you in the

21
Month of February or
March A.D. 1877 Convey by
Warranty due 168 acres
of land in Sec 28, T 93, in
Range 50 in Dakota Territory
to the plaintiff, John F.
Peterson -

Ans -

I did

3^d Did not John F.
Peterson, the plaintiff, induce
you to convey the said
land to him by said due
to satisfy the amount
claimed to be due from
O. A. Anderson, the defendant,
upon a note given for
the sum of fifty dollars
and dated the 4th day
of May 1871 and signed
by the defendant upon which
this suit is brought - Ans -

He did. He said if I signed this
due it would help him get the
money due from O. A. Anderson

4th Was not the

3.
seems so convinced really
the property of the said
O. Anderson and was he
not entitled to a deed
therefor

Ans.

It was O. Anderson's property as I
understood it. I did not know the paper Peterson
asked me to sign was a deed for said land or
I would not have signed it. I had no title to the
land at that time.
Did not the said
plaintiff receive the deed
for the said land in
full satisfaction and payment
of the said note and did
Mr. Peterson pay you
any other consideration
therefor

Ans.

Mr. Peterson paid me nothing for sign-
ing said deed. He represented that the
paper I signed was simply something
that would help him get the fifty
dollars due him from Anderson.
I could not read, and that is what he
told me it was. Nels Olson Steinback

State of Minnesota
County of Carson

John F. Peters
Esq

C. A. Anderson

Interrogations
of _____

Filed February 22^d 1879
G. W. G. M. H. K.
Clerk.

State of Minnesota }
County of Carver } ss.

In Justice Court
Before James F. Dilley
Justice of the Peace.

John F. Peterson
Plaintiff.

C. A. Anderson
Defendant.

Cross Interrogatories to be administered
to the said Mrs. Olson Stenback in
behalf of the above named Defendant.

Cross Int. 1st.

At the time you executed the
deed mentioned in the 2nd of Plffs
Interrogatories. in whose was the
title to the premises in such deed
described of record. Ans. I don't know
what the record showed, but the title to the land
was then in Anderson or I understand it

Cross Int 2nd.

Did not the above named Defendant
at the time you executed such deed
hold deeds of the same premises.
Ans. He did. Nels Olson Stenback

State of Minnesota
County of Carver

John F. Peterson

vs

C. H. Anderson

Interrogatories

Defendants

Filed July 2nd 1899.
G. H. Anderson
Clerk

Frank W. Brown
att'y for defen

Form of Certificate

State of Iowa
County of [] & [] } SS

Be it known that
I took the affirmed deposition
pursuant to the affirmed
Commission or order, that
I was then and there
a Notary Public for the
County of [] and
Authorized to administer
oath, that I exercised
the power of that office
in taking such deposition
that by virtue thereof I
was then and there au-
thorized to administer
oath, that the witness, by
testifying does duly swear
to testify the whole truth
and nothing but the
truth relative to the
cause specified in the
affirmed notice or
commission, that the
testimony of the witness

State of Minnesota
County of Carver

John F. Peterson Plaintiff

vs
atfidavit of Affirmation

O. A. Anderson Defendant

Carver County 345 O. A. Anderson

being first-duly sworn

deponeth and says that

he is the defendant in the

foregoing entitled action

which said action was

tried before James F. Dilley a

Justice of the Peace in and

for said County on the

day of December AD 1878

and suggests therein ~~the~~ ^{the} ~~judgment~~ ^{judgment}

in favor of the above named

plaintiff and against said

defendant for the sum of

Eighty nine dollars and

cents of said action, that

this deponent feels aggrieved

by said judgment and desires

to appeal to the District Court

therefrom and that this said

appeal is taken in good faith

and that for the purpose of delay

Subscribed and sworn to before me this 1st day of January 1879
John F. Peterson Plaintiff
O. A. Anderson Defendant
Notary Public for Carver County

Wito & Mimmah
County & Carver

John F. Peterson

C. A. Anderson

at for appeal

Filed January 6th 1879

J F Dilling
Justice of the Peace

Filed Feb. 3rd 1879.
E. H. Raymunt
Clerk.

Know all men by these
Presents, That Mr O. H. Andersen
as principal and Charles
Lundquist as sureties are
held and jointly bound unto
John F. Peterson in the full
and just sum of one
hundred dollars lawful
money of the United States
to be paid unto the said
John F. Peterson his heirs
and assigns for which
payment well and truly
to be made and done
We find ourselves our
heirs and assigns jointly
severally and firmly
by these presents sealed
with our seals and
dated this 31st day of ~~January~~ December
A.D. 1878

The condition of the
above obligation is such
whereas Judgment was
on the 27th day of December
A.D. 1878 rendered by James
F. Dille a Justice of the Peace
at Chaska in said County
of Carver in favor of the above

Answered Plaintiff John
H. Peterson and against
the said O. P. Anderson
for the sum of Eighty nine
dollars and costs of
the action and whereof
said defendant O. P. An-
derson feels aggrieved by
by the rendition and entry
of said judgment and desires
to appeal to the District
Court of said County
therefrom. Bond of the
said O. P. Anderson, defendant,
shall prosecute his said
appeal with effect and
abide the order of the
Court therein and pay
all costs that shall
be adjudged against him
then this bond to become
void otherwise it shall
remain in full force

Signed sealed and delivered
in presence of

W. H. Mills
Fred Mills

O. P. Anderson
Chas. X. Sundquist

State of Minnesota
County of Carson J.S.S

Be it then
that on this 31st day of ^{December} January
A.D. 1878 personally appeared
before the undersigned
G. A. Anderson and Charles
Lundquist who signed and sealed
the foregoing Bond and
acknowledged they signed and
sealed the foregoing instrument
& writing freely and voluntarily
for the uses and purposes
therein expressed

W. A. Miller
Justice of the Peace

State of Minnesota
County of Carson J.S.S

Charles Lundquist being
first duly sworn depone and
says that he signed the foregoing
Bond as sworn therein, that
he is worth the sum of one hundred
dollars over and above his
Exemption and liabilities claims
and liens against him

Done at Carson City
Minnesota on this 31st day of
January A.D. 1878
W. A. Miller
Justice of the Peace

State of Minnesota
County of Carver

John H. Peterson

vs

C. R. Anderson

Bond of Appeal

I hereby approve of the within
Bond and the Sureties thereto

J. F. Dillay

Justice of the Peace

Filed January 6th 1879

J. F. Dillay

Justice

Filed Feb 2nd AD 1879.
G. H. Krausmuhl
Clerk

State of Minnesota
County of Carver

John F. Peterson

vs
O. A. Anderson

Notice of Appeal

Take notice that
the above named O. A. Anderson
defendant feels aggrieved by
the rendition and Entry of the
Judgment in the above Entitled
action by James F. Dille, a
Justice of the Peace in and for
said County, which said
Judgment was rendered and
Entered by said Justice on
the 27th day of December A.D.
1878 in favor of the plaintiff
above named, John F. Peterson
and against the defendant
above named O. A. Anderson
and that said appeal is taken
upon both questions of Law
and fact.

Dated December
31st 1878.

James F. Dille
Justice
W. C. Odell Esq
att'y for Plaintiff

Frank Warner
att'y for Deft-
Carver
Minnesota

State of Minnesota
County of Carver

John H. Peters
vs

O. A. Anderson
vs

Notice of Appeal

Due service of the
within notice of
appeal by copy
has been admitted
this 4th day of
January A.D. 1879

N. C. Odell

Atty for Plff.

Frank Warner
Atty for Def
Carver
Min

Filed Feb 3rd 1879
Wrayenthal
Clerk

State of Minnesota } ss. In Justice
County of Carver } Court-

John F. Peterson Plff. } Before
against } J F Dilling
O. A. Anderson Defend. } Justice
Transcript of docket

October 22nd 1878. Summons issued
returnable on the 31st day of October 1878
at Ten O'clock in the forenoon at my
office in Chaska. Delivered to Matthias
Logelin dep't. Sheriff.

October 31st 1878 Summons returned duly and
personally served by Matt. Logelin on the
22nd day of October 1878 as appears by
his return enclosed thereon. Fees \$2.95-

Ten O'clock A.M. case called and parties ans-
wer to their names. Frank Worner appeared spec-
ially as attorney for defendant for the purpose of
moving to dismiss the action on the grounds that
the Justice has acquired no jurisdiction by any
service ^{of a summons} whatever upon the defendant. Said motion
being founded upon an affidavit sworn to by defendant
and filed in this court. Motion overruled and defendant
excepts. Plaintiff filed a written complaint duly
verified. Defendant filed a written answer duly verified.
By consent of both parties case adjourned until the 7th day
of November 1878 at ten o'clock A.M. November 7th 1878
case called and parties present. Plaintiff & defendant filed
a written stipulation to adjourn the case until the 29th day

of November at Ten O'clock A.M. and in the mean-
time a commission to issue to take testimony in Sioux City
Iowa. Commission to A.T. Fleckinger of Council
Bluffs Iowa and to and to L. S. Fawcett of
Sioux City Iowa. November 29th 1878. Ten O'clock
A.M. case called and parties answer to their
names. By consent of both parties on motion of
defendant case adjourned until the 13th day of December
at Eleven O'clock in the forenoon. December
13th Ten O'clock A.M. case called and parties answer
to their names. Upon motion of defendant and by consent
of plaintiff case adjourned until the until the 20th
day of December 1878 at Eleven O'clock A.M.
December 20th 1878. Eleven O'clock A.M.
case called and parties answer to their names.

defendant asks for an adjournment for one week to
enable him to get his evidence which is now in
Sioux City Iowa. Plaintiff objects. Motion allow-
ed and case adjourned until the 27th day of December
1878 at One O'clock P.M. December 27th 1878
One O'clock P.M. case called and parties present.
W. C. Odell Attorney for plaintiff read the depo-
sition of John F. Peterson of Council Bluffs Iowa.
and offered the same in evidence. Also offered the note
in evidence which is on file. Defendant objects
to the receipt of the note in evidence on the grounds
that the note has run more than six years and conse-
quently is out of time. Objection overruled and exceptions
taken

Over

Plaintiff rests. Frank Warner attorney for defendant read the deposition of Nels Olson Steinhack of Sioux City Iowa and offered the same in evidence. O. A. Anderson defendant sworn. After hearing the evidence I hereby render judgment against the defendant and in favor of Plaintiff for the sum of \$87.⁵⁰/₁₀₀ and costs of suit total at \$10.²⁵/₁₀₀.

Judgment December 27 th 1878	\$87. ⁵⁰ / ₁₀₀
Costs	10. ²⁵ / ₁₀₀
Total	\$98. ⁷⁵ / ₁₀₀ \$98.75

J. F. Dille Justice of the Peace
January 6th 1879. Defendant made and filed an affidavit for appeal and bond in the penal sum of One Hundred dollars approved by me together with a notice of appeal with proof of due service thereof upon the plaintiff and paid me the sum of \$2.⁰⁰ my fee for the return.
Appeal thereupon allowed January Sixth 1879
Return forwarded to clerk of the district court.

State of Minnesota } ss
County of Leasow }

The above judgment is fully paid and satisfied and discharged this 8th day of April 1879

John F. Peterson
Plaintiff

State of Minnesota } St. In Justice court
County of Carver } J. F. Willey Justice
John F. Peterson Plaintiff }
against

O. A. Anderson Defendant. Return to appeal.

In pursuance of the notice of appeal by the defendant in the above entitled action and of the statute in such case made and provided I do hereby certify and return that the annexed is a true and correct transcript of all the entries made in my docket in said action and that the papers hereto attached are all the process and other papers relating to said action filed with me. And I do further certify and return that my fees for this return were duly paid by the said defendant at the time of taking said appeal.

Dated Chaska January 17th 1879

J. F. Willey
Justice of the peace

State of Minnesota
In Justice Court
County of Barron,

John F. Peterson
vs
O. A. Anderson,

P. A.

Filed Feb 3rd 1899.
G. W. Engenbuhl
Clerk.

Feb 3, 2

Sealed

hand
No. 1196 Title

DISTRICT COURT,
CARVER COUNTY, MINN.

Frederick Doeltz
Plaintiff.

vs.
Jacob H. Brash
Defendant.

Frank Warner
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *February 10th 1879*
Register of Actions *A* Page *151*
Term Tried *Paul Senne* 1879
Judgment for *Plaintiff*
Amount of Judgment \$ *Twice*
Date of Judgment *Apr 21st 1879*
Minute Book Page *564*
Default Judgment Book Page
Date of Docketing 1

Feb. 1

State of Minnesota
County of Carver
District Court
2nd Judicial District

Fredrick Galtz

Against

Jacob H. Brash

Plaintiff

Defendant

The Complaint of the plaintiff respectfully states and shows to this court. That he is now the owner and seized of the title in fee of the following described premises located and situated in the County of Carver Minnesota to wit: Lot one (1) in section fourteen (14) and the south half (1/2) of the north west quarter (14) and lot one (1) in section twenty three (23) all in Township one hundred and fifteen (15) of range twenty six (26) containing in all one hundred and and forty and (40) acres and that this plaintiff has been such owner and seized of such title in fee from and since the 17th day of August A.D. 1867.

And the Complaint of the plaintiff further states and shows that on the 17th day of December A.D. 1857 one Peter Loh being then and there the owner and seized of the title in fee of said property descended as aforesaid made executed and delivered to one Jacob H. Brash a mortgage deed to and upon said property particularly described as aforesaid which said mortgage deed was

Feb 3

given to secure the payment of the sum of two hundred and fifty five and ¹⁰⁰/₁₀₀ dollars to be paid in one year after the date of the Mortgage aforesaid. That thereafter on the 21st day of December A.D. 1857 said Mortgage was recorded in Book "A" of Mortgages ^{page 4201} in the office of the Register of Deeds for the said County of Garret.

Feb 4.

And the Complaint of the plaintiff further states and shows that more than twenty years have elapsed since the amount secured by said mortgage became due and payable as aforesaid. That no proceedings at law or otherwise have ever been instituted or commenced to recover the amount secured by said mortgage as aforesaid. That the amount secured by said mortgage has been fully paid and satisfied. That by reason of the record and the existence of the said mortgage therein unsatisfied there appears to now lie upon said property and a cloud upon the title of this plaintiff and that this plaintiff desires the same to be removed therefrom.

Feb 5

Wherefore this plaintiff demands judgment against said defendant 1st that the proper order of the court said mortgage be declared inoperative as and void and of no binding effect whatever.

2nd That said mortgage be fully and completely discharged and satisfied of record.

3rd That said plaintiff have such further relief as to the Court shall seem just.

4th That said plaintiff recover his costs and disbursements

in this action sustained.

Dated Cairo {

Feb. 4th 1879 {

Frank Warner

Atty for Plaintiff

Cairo Miss.

State of Louisiana {

County of Cairo {

Frederick Doeltz King first duly sworn
deposeth and says that he is the plaintiff in the foregoing
entitled action that the facts set forth in the foregoing
Complaint are true of his own knowledge except as to those
matters therein stated upon information & belief and
as to those matters he believes it to be true.

Sworn to and subscribed {

Fred. Doeltz.

before me this 6th day of

February A. D. 1879

62 words.

J. H. Ackermann
Notary Public.

Dist. Court
vs Dist. Court

Fredrick Doltz

vs

Leah H. Brash

Complainant

Filed February 10th 1879

G. Graymire
(clerk)

1879

Frank Warner
attorney at law
Canaan
Main

State of Minnesota
County of Carver }
District Court }
of the Judicial District } Affidavit

Frederick Doeltz } Plaintiff
vs }
Jacob H. Brack } Defendant

Carver County, Minn.

Frank Warner being
first duly sworn deposes
and says that he is attorney
for the plaintiff in the above
entitled action which is
now pending in the District
Court in and for the County
of Carver Minnesota, that
this deponent believes that
Jacob H. Brack the defendant
above named is not a
resident of the State of
Minnesota and cannot be
found therein, that the
place of residence of the
said defendant is unknown
to the plaintiff or this

deponent. That this deponent
further states, that the
subject of this action con-
-cerns real and personal
property in the County of
Barren Minnesota, that
the defendant adds a
second claim a Lien
Contingent therein, to wit:
a Mortgage upon Lot one (1)
in Section fourteen (14) and the
South half (1/2) & the North West
quarter (1/4) and Lot one (1) in
Section twenty three (23) all
in Township (115) & Range
(26) containing 140.77 acres in
said County of Barren Minnesota
which said Mortgage was
given by Peter Lebo to said
Jacob R. Brash the defendant
that the object of this action
is to remove said Lien
or Mortgage from said
premises and to Exclude
the defendant from any
interest or Lien therein
Hence this deponent

State & Minnesota
County & Laroc
District Court } ss
the Judicial District } Ammon

Friedrich Doltz Plin
apt-
Lucas H. Brack Byundant

The State of Minnesota
 To the above named
 Defendant -

Reference - Can facts & Branch
are hereby summoned
and required to answer the
Complaint in the above
Entitled action which has
been filed in the Office
of the Clerk of the District
Court at Cheyenne in said
County and to file a copy
of your answer to the said
Complaint - on the Subscribes
at his Office at Casper
in said County of Casper
and State of Wyoming within
twenty days after the service
of this summons on you

- Plaintiff - ~~Assets~~

Dated Carson
Feb 6th 1879 } Frank Warner
att'y for Plaintiff
Carson
Nevada

✓ Frederick Early

3

East & Pratt

Summary

Filed February 18th 1879.

Georg Jacob
Schulz.

—151—

Frank Warren
at the Post
Cass
Miss

State of Minnesota - \$200
County of Leavenworth
That I have made due and diligent
search and cannot find price
here in the County of Leavenworth and Adams
Summers not named on account of his
being a non-resident.
J. E. Smith & Son
County Clerk, Minn.
Dec 10/100

desiring the Publication
of said Summons in said
action under a Post
office there of
from Dances
Subscribed by me } Frank Warner
On this 10th day
of February A.D. 1879

A. P. Peterson
Notary Public

District Court
8th District
In " "

Frederick D. Daulton
vs
Lucas D. Brash
at & for Plaintiff
vs
Defendant

Filed July 11th 1879.
G. W. V. C. C. C. C.
Clerk

—151—

AFFIDAVIT OF PUBLICATION.

STATE OF MINNESOTA, } SS.
COUNTY OF CARVER. }

CARVER, Minn. *April 27th* 1879.

In the matter of *Frederick Doeltz vs Jacob H. Brash*
William Moeschler

~~W. O. BREDEHAGEN~~, being first duly sworn, says: That

foreman printer in his office
He is the ~~publisher and proprietor~~ of the CARVER FREE

PRESS, a weekly newspaper printed and published at the village of

Carver, in said County, and that the notice, a copy of which is hereby

attached, and made part of this affidavit, has been published in said

newspaper for *seven* successive weeks, the first of said publi-

cation being on the *sixth* day of *February*

A. D. 1879, and the last of said publication being on the *twenty seventh*

day of *March* A. D. 1879.

STATE OF MINNESOTA, } SS.
COUNTY OF CARVER, }

Subscribed and sworn to before me this

21st day of *April*

A. D. 1879.

William Moeschler

Frank Warner

Justice of the Peace

SUMMONS.
STATE OF MINNESOTA, } ss
COUNTY OF CARVER. }
District Court, 8th Judicial District.
FREDERICK DOELTZ, Plaintiff, against
JACOB H. BRASH, Defendant.
The STATE OF MINNESOTA
To the above named defendant.
You, Jacob H. Brash, are hereby summoned and
required to answer the complaint in the above
entitled action which has been filed in the office
of the clerk of the district court, at Chaska, in said
county, and to serve a copy of your answer to the
said complaint on the subscriber at his office at
Carver, in said County of Carver, and State afore-
said, within twenty days after the service of this
summons on you, exclusive of the day of such
service, and if you fail to answer the said com-
plaint within the time aforesaid, the plaintiff will
apply to the Court for the relief demanded in the
complaint.
Dated, Carver, February 6, 1879.
FRANK WARNER,
187 x Attorney for Plaintiff, Carver, Minn.

Dear friend
8th District

From D. B. B.

Guest H. B. B.

at & Publication

Filed April 21st 1879
C. B. B. B. B.
det. R.

151,

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

Frederick Daltz Plaintiff
vs
Jacob H. Brash Defendant

Carver County, ss
Frank Warner being
first duly sworn deposes
and says that he is attorney
for the Plaintiff in the above
entitled action and has been
acting as such since the
commencement thereof, that
he copy & an answer to
the Complaint in said action
has been served upon him
neither has said defendant
appeared in said action in
person or by any attorney
therein in any manner
whatsoever

Done & read & Frank Warner
subscribed before
me this 2nd day of
April 1879
V. H. Gray, Notary Public, Carver County, Minn.

dist. Court -
8th dist. Court

Frederick D. Daultz

Geo. D. Brach

Wm. J. D. Curran

Filed, April 21st 1849.
Chas. Grayson
Clerk.

151.

Frank W. Warr
attys. Phy
Curran

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

Frederick Doeltz } Plain &
 cylt -
Jesse H. Brash } Defendant -

This Cause came
on for hearing before
this Court at a special
term thereof held at the
Court House at Chaska
in the County of Carver on
the 21st day of April A.D.
1879 on reading and
filing the Complaint-affi-
davit. & no answer and
due proof of the service
of the summons in said action
And after hearing ~~the~~
proofs concerning the matters
stated in the Complaint
in this action and upon
finding the matters stated
in the Complaint fully
substantiated - It is
hereby ^{adjudged} ~~adjudged~~ and decreed

that said Mortgage made
executed and delivered by
one Peter Lids to Jacob D.
Brash, the defendant herein,
on the 17th day of December
A.D. 1857 upon the following
described property located
and situated in the County
of Carver (Minnesota, D. Soil;
Lot one (1) in Section fourteen
(14) and the South half ($\frac{1}{2}$) of the
North East quarter ($\frac{1}{4}$) and
Lot one (1) in Section twenty
three (23) all in Township
one hundred and fifteen
(115) of Range twenty six (26)
containing in all one hundred
and forty and $\frac{7}{100}$ acres
of land and which said
Mortgage was given to secure
the payment of two hundred
and fifty-five dollars and
 $\frac{80}{100}$ dollars to be paid in one
year after the date of the
Mortgage aforesaid which
said Mortgage was on the
21st day of December A.D. 1857
duly recorded in book

No of Mortgages Page 401 in
the Office of the Register of Deeds
for said County of Barren
That said Mortgage
is hereby declared inoperative
and void and of no
binding effect whatever
and that said Mortgage
is hereby declared fully
and completely discharged
and satisfied of record
and has hereby ceased
to be and remain a lien
upon said premises described
as aforesaid

Dated ~~Chaska~~ By the court
April 27th 1879 } J. L. McDonald
Judge of the District

Witness: C. Wrayentuhl
Clerk,

Dist-Court
8^{to} Judicial Dist
— —

Friedrich Doltz
vs
Jacob H. Brach
— — —
Deere

—
154.
—

page 157. Rega
State of Minnesota
District Court
County of Carver,

Fredrick Queltz
vs
Jacob M. Brash,

Judgment Roll.

George Fort McIntosh

Filed April 21st A.D. 1899.
E. H. Grayenhull
Clerk

- 157 -

Frank Warner atty for Plff.

Promissory
Note

No. 1197

DISTRICT COURT,
CARVER COUNTY, MINN.

James H. Hecum
Plaintiff.

Edward vs. Bayle &
Anna Bayle
Defendant.

H. C. Adell
Plaintiff's Attorney,

Defendant's Attorney.

Date of Entry Feb. 27, 1879

Register of Actions A Page 244

Term Tried 1

Judgment for Plaintiff

Amount of Judgment \$ 242.26

Date of Judgment April 17th 1879

Minute Book A Page 561

Default Judgment Book Page

Date of Docketing April 17, 1879

Judgment Record Page 290

State of Minnesota } ss I hereby Certify and return That I
 County of Carver } did at the Township of Camden in the
 County of Carver Minnesota on the first day
 of March A.D. 1879 serve the within Summons on
 the within named defendant by reading the same to him
 and delivering him a true copy thereof

Service \$ 1 ⁰⁰
 Copy 50
 \$ 1 50

F. E. Dutoit Sheriff of Carver County
 By Matthias Loyelin Deputy

DISTRICT COURT

COUNTY OF CARVER.

James Loomis &

vs.
 Edward Doyle et al.

SUMMONS.

John, Grand Juror 1879,
 Esq. Respondent

W. C. Odell.

Plaintiff's Attorneys.

Chaska, Minnesota.

Davison & Henderson, Print, Minneapolis.

W. C. Odell.

STATE OF MINNESOTA,

COUNTY OF CARVER.

District Court,

EIGHTH JUDICIAL DISTRICT.

SUMMONS.

The State of Minnesota to the above named Defendant:

You ~~and each of you~~ are hereby summoned and required to answer the Complaint of the Plaintiff in the above entitled action, which has been filed with the Clerk of said Court, in his office, in the Village of Chaska, in the County of Carver, State of Minnesota, and to serve a copy of your answer to said Complaint on the subscriber, at ~~his~~ office in the Village of Chaska, in the County of Carver and State of Minnesota, within twenty days after the service of this Summons upon you, exclusive of the day of such service, and if you fail to answer the said Complaint within the time aforesaid, the Plaintiff in this action will ~~take judgment~~ against you for two hundred sixty & 80/100 Dollars. and interest on two hundred and twenty two dollars of said sum at the rate of 12% per annum from the date hereof. together with the costs and disbursements of this action.

Dated at Chaska,

Febry 27th

A. D. 187

J. W. Odell.

Plaintiff's Attorney.

State of Minnesota
District Court
Eighth Judicial District
County of Carver
James Hlocum Jr
Plaintiff
vs
Edward Boyle and
Ann Boyle
Defendants.

The above named Plaintiff for complaint against the defendants in the above entitled action states and shows to the Court that heretofore to wit on the 12th day of July 1878 said Defendants made and delivered to this Plaintiff their certain promissory note in writing, dated on that day, and thereby for a good and sufficient consideration promised to pay said Plaintiff two hundred and twenty two dollars, and interest thereon at the rate of twelve per cent per annum from the date of said note until paid, in one day after the date thereof, that said Defendants in consideration of the premises further agreed to pay this Plaintiff ten per cent of the amount

of the principal of said note. as
and for an attorneys fee in case
default was made in the payment
of said note. and suit was brought
thereon. that no part of the amount
due on said note has ever been
paid. and there is now due and
owing thereon the sum of two hundred
and twenty two dollars and the interest
and attorneys fees in said note provided
for.

Wherefore this Plaintiff demands judg-
ment against said Defendant for
two hundred and twenty two dollars
and interest thereon at the rate
of twelve per cent per annum
from the 12th day of July 1878. and
the further sum of twenty two
dollars. together with costs of suit.

Dated Alaska Territory 27th 1879

H. C. Odell

Atty for Plff

District Court
8th District
County of Carver

James Locum
Plaintiff.

v.

Edward Boyle et al
Defendants

Counsel

Filed March 2nd 1879.
G. W. Graymuhl
Clerk.
141

W. C. Dull
atty for def.

State of Minnesota,

County of

Carver

District Court 5th Judicial District

James Slocum Jr
AGAINST
Edward Boyle and
Ann Boyle.

AFFIDAVIT FOR ATTACHMENT.

State of Minnesota,

County of

Carver

ss.

James Slocum Jr came
before me personally, and being first duly sworn, doth say, that he is JamesSlocum Jr — said Plaintiff in the above entitled action,
which is brought for the recovery of money, and a summons has been issued therein.That a cause of action exists against the Defendant, and in favor of said Plaintiff
therein, and the amount of said Plaintiff's claim therein is Two Hundred
Dollars, and the ground thereofis as follows, that is to say: On the 12th day of July
1878 said Defendants made and delivered
their promissory note in writing dated
on said day whereby they for a good and
sufficient consideration promised to
pay said sum to said Plaintiff one
day after the date of said note.And that said Defendants and each of
them have about to assign and dispose of
their property with intent to delay their
creditors and especially this Plaintiff

And said Affiant doth depose and say, that said Plaintiff is in danger of losing his

said claim by reason of the facts aforesaid, unless a Writ of Attachment issue; and prays that such Writ of Attachment may be allowed and issued against the property of said Defendant therein, according to the Statute in such case provided; and said Affiant says that no previous application has been made therein for such order, and further saith not.

Subscribed and Sworn to before me,

On this 27th day of Feb A.D. 1879

James Slocum

W.C. Odell
Notary Public

District Court St. Paul
County of Carver

James Slocum
against

Edward Boyle et al

AFFIDAVIT FOR ATTACHMENT.

To the Clerk of said Court:

On filing the within affidavit and a Bond approved by me in the within entitled cause, let a Writ of Attachment issue as within prayed.

Dated Chaska Feb 27 1879
E. H. Lewis
Court Commissioner
Carver County Minnesota

and February 27th
A. D. 1879.
G. H. Hagenbush
Clerk of said Court.

W.C. Odell.
Plaintiff Attorney.

Pioneer Press Co., St. Paul.

State of Minnesota,

DISTRICT COURT.

County of

Carver

88.

Eighth

Judicial District.

James Slocum Jr. Plaintiff.

vs
Edward Boyle and
Ann Boyle Defendants.

Bond for Attachment.

KNOW ALL MEN BY THESE PRESENTS, That

James Slocum Jr. as Principal and George A. Dutoit and J. A. Sargent as Sureties are held and firmly bound unto Edward Boyle and Ann Boyle —

defendant P
in the above entitled action, in the sum of Two Hundred Dollars, lawful money of the United States, to be paid unto the said Edward Boyle and Ann Boyle. Their heirs, executors, administrators or assigns, for which payment well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators firmly by these presents.

Sealed with our seals and dated this 27th day of February A. D. 1879

The condition of this obligation is such that WHEREAS, the above named plaintiff has duly applied for a writ of attachment against the property of said defendant in this action, according to statute in such case provided.

NOW THEREFORE, if the said defendant recovers judgment, if the plaintiff shall pay all costs that may be awarded to the defendant, and all damages which he may sustain by reason of the attachment, not exceeding the penalty of this bond, then this obligation shall be void, otherwise of force.

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

27th day of February 1879

Signed, Sealed and Delivered in Presence of

W. C. Odell

James Slocum Jr. [SEAL.]
J. A. Sargent [SEAL.]
Geo. A. Dutoit [SEAL.]

State of Minnesota,
County of Carver } ss.

BE IT KNOWN, That on this 27th day of February
A. D. 1879 I came before me personally James Slocum & George Adustik
to me well known to be the same persons who executed the foregoing bond, and each severally acknowledged the same to be his own free act and deed.

State of Minnesota,
County of Carver } ss. W. C. Ouel
Notary Public
George Adustik

upon oath doth say, each for himself, that he is one of the sureties above named; that he is a resident and freeholder of and in the State of Minnesota, and worth the amount of Two Hundred Dollars, specified in the foregoing bond, above his debts and liabilities, and exclusive of his property which is exempt from execution.

Subscribed and Sworn to Before me
On this 27th day of February } Geo. A. D. Adustik
A. D. 1879 W. C. Ouel
Notary Public.

DISTRICT COURT,

County of

Carver
James Slocum & Edward Boyle
et al.

BOND OF ATTACHMENT.

I hereby approve the within bond and the sureties thereon.

Dated Charota Feb 27 A. D. 1879

Ed Lewis

Power Commission
Carver County

Filed February 27th 1879
W. C. Ouel

W. C. Ouel

Plaintiff's Attorney.

Printed and for Sale by the Tribune Printing Co., Minneapolis.

W. C. Ouel

State of Minnesota,

County of

Carver

DISTRICT COURT,

Eighth

Judicial District.

James Hoenes Jr.
Plaintiff.

vs
Edward Boyle & Ann Boyle
Defendants

Writ of Attachment.

STATE OF MINNESOTA,

County of

Carver

The State of Minnesota,

To the Sheriff of the County of

Carver

GREETING:

Whereas, in the above entitled action, which is for the recovery of money, an application has been made by James Hoenes Jr. the Plaintiff, for a Writ of Attachment against the property of Edward Boyle and Ann Boyle defendant therein, and to that end an affidavit has been made and filed, showing that a cause of action exists against such defendant, specifying the amount of the claim and the ground thereof; and that the defendant and each of them are about to assign and dispose of their property with intent to delay their creditors and especially said Plaintiff, and the bond in such case required by law, has been duly filed, and such Writ has been duly allowed.

Therefore, You are hereby commanded and required to attach and safely keep all the property of said Edward Boyle & Ann Boyle within your County, and not exempt from execution, or so much thereof as may be sufficient to satisfy the said plaintiff demand, (which amounts to the sum of Two Hundred Sixty 0807100 dollars as appears by the Complaint in said action,) together with costs and expenses, and that you proceed hereon in the manner required of you by law.

Witness the Honorable

L. MacDonald Judge

of the District Court aforesaid, at

Chaska

this 27th

day of February

in the

year 1879

G. H. Graymuhl

Clerk.

State of Minnesota } By virtue of the within writ
County of Carver } I have on this 27th day of Feb'y
1879 attached the following described
personal property of the defendant
to wit-

one lot of R R ties 68 oak & 8 Elm West
side of R R guide post one pile 24 oak & one
Elm East side of R R guide-post a few Rods
West of R R Depot at Norwood in said county.
also one pile 40 oak and 5 Elm New ties & one pile of 163 Oak
& 2 Elm old ties situated on the north side H. D. R.R. track in Henry
Eggers field & near Henry Damons Road crossing about three and
one half miles West of Norwood. ~~also one pile~~ also one pile of ties
one and half miles West of Norwood on the H. D. Railway
74 ~~white~~ White oak & 9 Red Elm in the town of young America
Carver county and state of Minnesota also one pile near
the last described 23 oak & 3 Elm. And I further certify that
on the first day of March 1879 in the town of Camden I served this
writ to ~~defendant~~ personally by reading the same and delivering him a copy
thereof with copy of said inventory attach thereon

for Service 1 00
copy 50
travel 6 00
\$ 7. 50

H. E. DuTait Sheriff of Carver county
By Mathias Logelin Deputy

District Court,

County of Carver

James H. H. H.

vs

Edward Boyle et al.

WRIT OF ATTACHMENT.

Issued February 24th

1879

Clerk.

Returned March 9th

1879.

Clerk.

W. C. Ouellet

Plaintiff Attorney.

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

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

vs
Edward Boyle and
Ann Boyle
Defendants.

State of Minnesota } ss.
County of Carver.

W. C. Odell of said County
and State being first duly sworn
says that he is Attorney for the
Plaintiff in the above entitled action
that more than twenty days have
elapsed since the summons in said
action was served upon the Defendants
therein, and no answer or demurrer
or copy of either, or notice of appearance
has been received by this affiant,
from or on behalf of said Defendants
or either of them.

Subscribed and sworn to } W. C. Odell.
Before me this 17 day of April 1879
J. H. Reynolds
Clerk Dist Court
Carver County Minn.

State of Minnesota
District Court
County of Carver,

James Slocum Jr
vs Plaintiff

Edward Boyle & al.

Affidavit of no answer,

Filed, April 4th A.D. 1879.
G. Grayenhull
Clerk

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

vs
Edward Boyle and
Anne Boyle
Defendants.

Plaintiffs costs and disbursements.

Statute costs.	10.00
Sheriffs Fees.	9.00
Clerks "	4.90
Courts " Allowance of writ	2.00
Five affidavits	1.25
Total Costs.	77.15
Damages -	
Judgment.	

State of Minnesota }
County of Carver. }

A B Odell of said County
being duly sworn says that he
is attorney for the Plaintiff in
the above entitled action. that the
above and foregoing is a just
and true statement of the Plaintiff.

Costs and disbursements in said
action, and that the items herein
charged for disbursements have been
actually paid or the liability therefor
incurred by said Plaintiff.

Subscribed and sworn to } W. C. Odell.
Before me the 17 day
of April A.D. 1879.

G. H. Prayenbuhl
Notary Public
Barre, Vermont,

State of Vermont
District Court
County of Carver,

James H. Hume Jr.
Plaintiff

vs.

Edward Boyle et al.

Defendants.

Filed April 17th A.D. 1879.
G. H. Prayenbuhl
Notary Public

241

PARTICULAR ATTENTION
paid to
COLLECTIONS,
Taxes paid & Money loaned
FOR
NON-RESIDENTS,
Drafts on the Principal Cities
and Foreign Passage Tickets
ON SALE.
Correspondence solicited.
REFERENCES
First National Bank, St. Paul.
Merchants National Bank, Chicago.
Metropolitan National Bank, New York.
and to Bankers and Merchants
Generally of the North West.

JAMES SLOCUM JR & CO.

BANKERS

Norwood, Minn. July 27th 1883

L. Krahnbuhl &
Dear Sir,

You can cancel or satisfy
Judgement against Edward and Anna
Boyle in my favor - same having
been & satisfied - when canceled
please notify E. Holmes -

Yours truly
James Slocum Jr

See booklet page 290. for clausulas
in Case -

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

James H. Hecum, Jr. Plaintiff
vs
Edward Boyle and
Ann Boyle. Defendants.

The summons in the above entitled action having been personally served upon the defendants therein, on the first day of March, A. D. 1879, as appears by the return thereon; that more than twenty days have elapsed since the service of said summons, and that no answer or demurrer or copy of either has been served or received by said plaintiffs attorney and that said defendants have not appeared in any manner in said action.

Now therefore on motion of W. H. Vollet attorney for said Plaintiff, it is hereby adjudged and determined, that said plaintiff recover of said defendants, the Sum of Two hundred fifty dollars and eighty five cents judgment, with four dollars and twenty six cents interest as claimed by said summons, ^{and complaint} together with the Sum of Twenty seven dollars and fifteen cents, costs and

disbursements stated in said action the whole
amounting to the sum of Two hundred and
ninety two dollars and twenty six cents and
that said plaintiff have his lawful process
therefor.

Judgment	\$ 260.85
Interest from Feb 27 th	4.26
	\$ 265.11
Costs and disbursements	27.15
Total	\$ 292.26

Dated April 17th A.D. 1849.

Wyer County:

J. Krayenbuhl

clerk

State of Minnesota
District Court
County of Carver,

James Stucum Jun^r Pff.
(vs)
Edward Boyle and
Anna Boyle depts.

Judgment Roll.

Judgment \$265.11
Costs 4 24.15
Total \$ 292.26

Filed April 17th 1879.
Geo Krayenbuhl
clerk.

241.

W. C. Odell atty for Plaintiff

No.

1198

Promissory
Note

DISTRICT COURT,
CARVER COUNTY, MINN.

H. J. Henning
Plaintiff.

vs.

Henry Fabel
Defendant.

Frank Warner
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry *March 4th, 1879*

Register of Actions *"A"* Page *236*

Term Tried *19*

Judgment for

Amount of Judgment \$

Date of Judgment *19*

Judgment Book Page

Default Judgment Book Page

Date of Docketing *19*

State of Minnesota
County of Carver
District Court
Judicial District

H. F. Humming Plaintiff
vs.
Henry Faber Defendant

Notice of Dismissal

You Henry Faber, defendant,
above named are hereby
notified that the above
action in which the summons
heretofore served on you
on the 5th of March A.D. 1879 has
been dismissed and ordered

Done Carver
March 17th 1879 } Frank Warner
att. for Pltff
Clerk
Min

State of Minnesota
District Court
County of Carver.

H. F. Henning
vs
Henry Fabel,
Master of Dismissal.

Given, March 19, 1879,
G. W. Langbehn
Clerk

236.

For (1) State of Minnesota
County of Carver
District Court
8th Judicial District

H. F. Hemming } Plaintiff

and
Hemmy Label } Defendant

The Complaint
of the Plaintiff respectfully states
and shows to this Court.

That on the 27th
day of February A.D. 1878 the
defendant above named made
executed and delivered to
the plaintiff above named
his certain promissory note
in writing, by the terms of
which said defendant pro-
mised and agreed to pay
said Plaintiff or order
the sum of two hundred dollars
with interest at twelve per
cent per annum in one
year after the date thereof
which said note reads in
the words and figures as
follows to wit:-

" \$200-

February 27th 1878

"One Year After Date I Promise
"to pay to R. F. Hemming
"or order two hundred dollars
"at Young American (Value
"receiving, with interest at
"12 per Cent

Henny Fabel"

And the Complaint of the
plaintiff of western states and
shows, that he, said plaintiff,
is now the owner and
holder of said note and
that no part or portion
of said note has been paid
except the sum of ten dollars
for five months interest
on said note, that the
balance of said note is
now due and unpaid
although payment has often
been requested by this plaintiff.

And the Complaint
of the plaintiff for a second
cause of action against the
defendant, above named,
states and shows to this
court, that on the 27th
day of February A.D. 1878

Said defendant made execution
and delivery to this Plaintiff
his certain other promissory
note in writing by the terms
of which said defendant
promised and agreed to pay
said Plaintiff or order the
sum of two hundred dollars
with interest at twelve per
cent per annum in one
year after the date thereof
which said note reads
in the words and figures
as follows, to wit:

" \$200. February 27th 1878

" One Year after date &
" promise to pay to J. F. Dunning
" or order two hundred dollars
" at Young American Bank
" receipt, with interest at
" 12 per cent

Henry Fabel

And the Complaint of the
Plaintiff further states and
shows that he, said Plaintiff,
is now the owner and holder
of said note and that no
part or portion of said note

has been paid except the
sum of ten dollars for
five months interest on
said note that the balance
of said note is now due
and unpaid although payment
has often been requested
by this plaintiff

Wherefore this
plaintiff demands judgment
against said defendant
for the sum of four hundred
dollars with interest at
twelve per cent per annum
from the 27th day of February
A.D. 1878, less the sum of twenty
dollars paid as interest previously,
besides the costs of this action

Dated at Carver

March 4th 1879

Frank Warner
att'y for Plaintiff
Carver
Minn

State of Minnesota
County of Carver

H. F. Fleming
being first-duly sworn
deposes and says that
he is the Plaintiff in the
foregoing entitled action
that the facts set forth
in the foregoing Complaint
are true to his best knowledge
except as to those matters
wherein stated upon information
or belief and as to those
matters he believes it to
be true

Given under my hand

and seal of office

on this 4th day

of March A.D. 1879

A. P. Peterson

Notary public

H. F. Fleming

Dist - Court
Geo Dietrich

H. F. Hemming
vs
Henry Fickel
Com. Plaintiff

Giles March 4th 1849
Gt. County Clerk
Col. Ind.
- 136 - By A

Frank W. Wagoner
att. for Pltff
Clerk
Wagoner